

Resolution No. 33-13

**A RESOLUTION APPROVING USE AGREEMENT BY AT&T CORP. PROPERTY  
TO PROVIDE HERITAGE FEST PARKING**

**WHEREAS**, the Village of East Dundee and West Dundee jointly sponsor the Heritage Fest, which includes, a fall carnival, arts & craft market, entertainment venue and food vendors; and,

**WHEREAS**, it is necessary to provide parking in order to accommodate the attendees of the Heritage Fest; and,

**WHEREAS**, AT&T Corp. has agreed to permit the Village of East Dundee to use its property located at the corner of Water & Jackson Streets in East Dundee pursuant to the terms and conditions set forth in the letter dated August 14, 2013, from Lori Skrezyna, Area Manager – Corporate Real Estate for AT&T, as attached hereto and made a part hereof (the “*AT&T Use Agreement*”).

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of East Dundee, Kane and Cook Counties, Illinois, that the AT&T Use Agreement in the form attached hereto and made a part hereof is hereby approved and the Village President is hereby directed to execute said document as accepted.

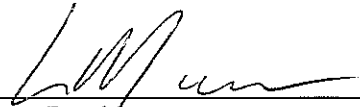
*Passed* by the President and the Village Board of Trustees of the Village of East Dundee, Illinois, this 19<sup>th</sup> day of August, 2013.

AYES: Trustees Gorman, Lynem, Skillicorn, Selep and Wood

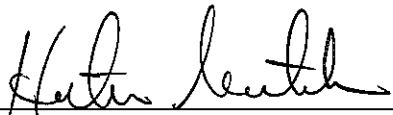
NAYS: Ø

ABSENT: Trustee Ruffulo

**APPROVED:**

  
\_\_\_\_\_  
Village President

*Attest:*

  
\_\_\_\_\_  
Village Clerk



225 W. Randolph, 13<sup>th</sup> floor  
Chicago, IL 60606  
email: ls6189@att.com

August 14, 2013

Village of East Dundee  
Robert J. Skurla – Village Administrator  
120 Barrington Avenue  
East Dundee, IL 60118

Re: Temporary Use of parking lot owned by AT&T Corp. (hereinafter referred to as “AT&T”) at the corner of Water & Jackson Streets, East Dundee, Illinois (the “Property”).

Dear Mr. Skurla,

*Village of East Dundee* (hereinafter referred to as “VOED”) has requested permission to use the parking lot on the Property owned by AT&T for the temporary exclusive use of the parking lot located at the corner of Water & Jackson Streets, East Dundee, IL from September 10, 2013 and ending September 15, 2013. AT&T grants such permission subject to the following terms and conditions:

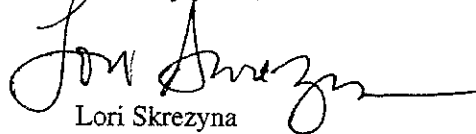
1. VOED’s use is limited to the parking lot only.
2. VOED shall use the Property only during the following hours:

September 10, 2013 – starting at 6:00 a.m.  
through  
September 15, 2013 – ending at midnight
3. VOED accepts the Property “AS IS, WHERE IS” condition, with all faults. AT&T makes no representations or warranties with regards to the condition of the Property. AT&T makes no representation regarding the suitability of the Property for VOED’s intended use. AT&T shall not be responsible for, and VOED for itself and its agents, employees, contractors, and invitees, hereby releases and discharges, AT&T from and against any claim, loss, cost or damage arising out of the condition of the Property.
4. VOED shall be solely responsible for the safety and security of the persons and property of VOED or its agents, employees, contractors, and invitees in using the Property. VOED for itself and its agents, employees, contractors, and invitees releases and discharges AT&T from any claim, loss, cost or damage arising out of the safety or security of the persons or property of VOED or its agents, employees, contractors, and invitees in using the Property, excepting only to the extent solely caused by the gross negligence or intentional misconduct of AT&T.

5. VOED hereby agrees to assume all liability for, and shall indemnify, defend and hold harmless AT&T from any and all damages, losses, claims, demands, suits, costs, or expenses resulting from any injury to persons, including but not limited to death, and any property damage arising from the use of the Property by VOED, its agents, employees, contractors, or invitees, except to the extent caused by the gross negligence or intentional misconduct of AT&T.
6. VOED shall protect the improvements and personal property of AT&T located on the Property against destruction, damage or defacement. VOED will be solely responsible to AT&T for any damage done to the Property, including but not limited to the improvements and personal property of AT&T and its employees, agents occurring while VOED is using the Property. VOED shall clean up and return the Property to AT&T in the same condition as when first used by VOED, in broom-clean condition.
7. VOED shall carry commercial general liability insurance in the amount of not less than One Million Dollars (\$1,000,000.00). VOED shall name AT&T as an additional insured on such policy and shall provide AT&T with a certificate evidencing such insurance, and AT&T status as an additional insured, prior to exercising the permission caused hereunder.

Please indicate VOED's acceptance of these terms and conditions by signing below and returning the original of this letter to me at the above address. If you have any questions pertaining to this document, please contact Linda Benedetto at 312-814-0616 or lb2546@att.com.

Sincerely yours,



Lori Skrezyna  
Area Manager – Corporate Real Estate  
312-814-8014

Accepted and agreed to by VOED this 20th day of August, 2013

**Village of East Dundee**

By: Robert J. Skurka  
(Signature)

Robert J. Skurka  
(Name printed)

Its: Village Administrator  
(Title)

# CERTIFICATE OF COVERAGE

M 1496

ISSUE DATE (MM/DD/YY)  
8/16/2013

## ILLINOIS MUNICIPAL LEAGUE RISK MANAGEMENT ASSOCIATION

c/o Cannon Cochran Management Services, Inc.  
Towne Centre Building  
2 East Main Street  
Danville, IL 61832

**COVERED MEMBER**

Village of East Dundee  
Attn: Tricia Jensen  
120 Barrington Avenue  
East Dundee IL 60118-1311

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENTS BELOW.

**COVERAGE PROVIDED BY**

- Coverage Provider **A** Illinois Municipal League Risk Management
- Coverage Provider **B**
- Coverage Provider **C**
- Coverage Provider **D**
- Coverage Provider **E**

**COVERAGES**

THIS IS TO CERTIFY THAT COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENTS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENTS.

PR LTR	TYPE OF COVERAGE	AGREEMENT NUMBER	EFFECTIVE DATE (MM/DD/YYYY)	EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b>	0110B0163	12/31/2012	12/31/2013	GENERAL AGGREGATE	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OPS AGG.	
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV. INJURY	
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	1,000,000
	<input checked="" type="checkbox"/> BROAD FORM CGL				FIRE DAMAGE (Any one fire)	
	<input type="checkbox"/> LIQUOR LIABILITY				MED. EXPENSE (Any one person)	
A	<b>AUTOMOBILE LIABILITY</b>	0110B0163	12/31/2012	12/31/2013	COMBINED SINGLE LIMIT	1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
A	<b>EXCESS LIABILITY</b>	0110B0163	12/31/2012	12/31/2013	EACH OCCURRENCE	7,000,000
	<input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur				AGGREGATE	
A	<b>WORKERS COMPENSATION</b>	0110B0163	12/31/2012	12/31/2013	STATUTORY LIMITS	X
	<b>EMPLOYERS LIABILITY</b>	0110B0163	12/31/2012	12/31/2013	PER OCCURRENCE	3,000,000
A	<b>PROP / IM / APD</b>	0110B0163	12/31/2012	12/31/2013	PER OCCURRENCE	250,000,000
<b>Subject to \$500 deductible</b>						

Other

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS**

AT&T CORP., ADDITIONAL INSURED, ONLY AS RESPECTS TEMPORARY USE OF PARKING LOT AT THE CORNER OF WATER & JACKSON STREETS FROM 6:00AM ON SEPTEMBER 10, 2013 THROUGH MIDNIGHT ON SEPTEMBER 15, 2013

COVERAGE DOES NOT APPLY TO BI/PD CAUSED BY SOLE NEGLIGENCE OF ADDITIONAL INSURED.

**CERTIFICATE HOLDER**

AT&T CORP.  
225 W RANDOLPH, 13TH FLOOR  
CHICAGO IL 60606

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED AGREEMENTS BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED SIGNATURE

*Julia Reynolds*

**ILLINOIS MUNICIPAL LEAGUE RISK MANAGEMENT ASSOCIATION**

**ENDORSEMENT #65  
GENERAL PURPOSE ENDORSEMENT  
ADDITIONAL COVERED PARTIES USE OF PREMISES BY MEMBER  
COVERAGE ENDORSEMENT**

Member: **VILLAGE OF EAST DUNDEE**

Agreement No. **0110B0163**

Effective Date: **12/31/2012 – 12/31/2013**

Named Additional Protected Party or Entity: *AT&T Corp.*

Premises and Event: *Temporary use of parking lot at the corner of Water & Jackson Streets*

Protection extends to the entity(ies), and its employees, and agents.

COVERAGE EXTENSION. The coverages afforded by forms RMA L, RMA 1, RMA 2, RMA 4, RMA 5, and RMA 6, including all terms, conditions, limitations, exclusions and provisions contained therein, are extended to include the coverage afforded hereunder is subject to the following additional limitations:

A. The coverage provided to the additional protected entity applies only to “bodily injury”, “property damage”, and only for but only with respect to liability for "bodily injury", "property damage" caused, in whole or in part, by:

1. The acts or omissions of the Member which the additional protected entity or persons would be held vicariously liable for; or
2. The acts or omissions of the additional protected entity or parties while acting on behalf of the member in conjunction with the rights and obligations referenced in the document titled (if applicable): *N/A*

The coverage provided to the additional insured(s) subject to all other terms, conditions, and exclusions of the IMLRMA Coverage Grant(s).

A. However, regardless of the provisions of paragraph A above:

1. We will not extend any insurance coverage to any additional protected person or organization:
  - a. That is not provided to the “Member” in the underlying Coverage Grants;
  - b. That is any broader coverage than you are required to provide to the additional protected person or organization in the written contract or written agreement; and

2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:

- a. The Limits of Insurance provided to you in the Coverage Grants; or
- b. The Limits of Insurance you are required to provide in the written contract or written agreement.

All other provisions and conditions of forms RMA L, RMA 1, RMA 2, RMA 4, RMA 5, and RMA 6 remain unchanged.