

ORDINANCE NO. 2023-11-042

AN ORDINANCE APPROVING A LICENSE AGREEMENT

(East Half of Urbana Parking Lot #1 – 123 W. Water Street)

WHEREAS, the City of Urbana, an Illinois municipal corporation (the “City”), is a home rule unit of local government pursuant to Article 7, Section 6 of the Illinois Constitution of 1970 and 65 ILCS 5/1-1-10; and

WHEREAS, the City owns multiple public parking lots in downtown Urbana and provides ample parking for citizens and visitors to patronize businesses within the downtown; and

WHEREAS, the City seeks to support arts and culture activities including live entertainment that will attract audiences to the downtown to encourage economic development; and

WHEREAS, The Rose Bowl desires to use a certain portion of Urbana Parking Lot #1 for such activities; and

WHEREAS, in order to facilitate such activities by The Rose Bowl, the City desires to enter into a License Agreement with The Rose Bowl for the use of a portion of Urbana Parking Lot #1.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Urbana, Illinois, as follows:

Section 1.

That the License Agreement, including the terms thereof as set forth in the form of such License Agreement as presented to and now before the meeting of the Corporate Authorities at which this Ordinance is adopted, be and the same is hereby authorized and approved.

Section 2.

That the Mayor of the City of Urbana, Illinois, shall be and is hereby authorized to execute and deliver such License Agreement (with leave for minor modifications that do not materially change the terms) and any related documents as may be necessary to effectuate the use of the property and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to

said execution of said License Agreement and related documents as so authorized and approved for and on behalf of the City of Urbana, Illinois _____

Section 3.

That this Ordinance shall be in full force and effect from and after its passage.

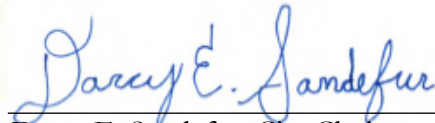
This Ordinance is hereby passed by the affirmative vote, the “ayes” and “nays” being called, of a majority of the members of the Council of the City of Urbana, Illinois, at a meeting of said Council.

PASSED BY THE CITY COUNCIL this 27th day of November, 2023.

AYES: Wu, Evans, Hursey, Kolisetty, Bishop, Wilken, Quisenberry

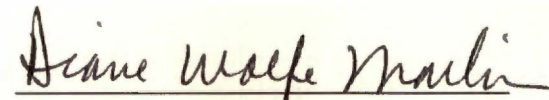
NAYS: None

ABSTENTIONS: None



Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this this 13th day of December, 2023.



Diane Wolfe Marlin, Mayor

LICENSE AGREEMENT
EAST HALF OF PARKING LOT 1, URBANA, IL 61801 (91-21-08-458-001)

THIS AGREEMENT is made and entered into by and between the CITY OF URBANA, an Illinois Municipal Corporation as Licensor (hereinafter the "City"), and The Rose Bowl as Licensee, collectively "Parties".

WITNESSETH

WHEREAS, the City owns a public parking lot called Lot 1 located at 123 W. Water Street, Urbana, Illinois, Permanent Index Number 91-21-08-458-001 (hereinafter "the Property"); and

WHEREAS, the City seeks to allow for certain periodic use of the Property for activities that generate sales tax and/or provide public accommodations for art and culture.

WHEREAS, the Rose Bowl desires to use and to maintain the Property for such activities and under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and of the covenants, conditions and agreements herein contained, the Parties hereby agree as follows:

1. Licensed Area: The City agrees to license to The Rose Bowl the East half of the Property for their exclusive use in the manner prescribed in this Agreement and in the Rose Bowl Proposal 3-25-2022 attached hereto.
2. Term: The term shall be the period of May 1 – October 31 for the years of 2025, 2026 and 2027.
3. Termination: Either Party may terminate the lease with ninety (90) days' written notice. No refund of any portion of license agreement payments already made shall be provided. At the termination of the license agreement, the Property shall be returned to its pre-existing condition or a condition agreed to in writing by the Parties.
4. Access: The City reserves the right of its agents, employees, or assigns to enter upon the Property at any time, including to perform such work or services as may be described herein.
5. Rate: The license agreement rate will be \$500.00 per month payable to the City on the first day of each month during the term of this Agreement.
6. Acceptable activities on the Property include:
 - a. Music or theater performances.
 - b. Art performances or presentations.
 - c. Food and drink sales, other similar commercial activities.

In conjunction with the performance of acceptable activities provided herein, the Rose Bowl may also provide the following:

- d. Establishment of utilities as may be necessary for purposes of the acceptable activities and installed pursuant to City codes and with prior authorization of the City.
- e. Establishment of seating, staging, canopies, and decoration in good working order/condition comprised of materials intended for that purpose.
- f. Placement of temporary, outdoor weather resistant seating that was made for the purpose it was intended
- g. Placement of a tent and weights to secure the tent to the property

- h. Signage to promote the events being hosted at the site, in accordance with city regulations.
7. Unacceptable activities on the Property include:
 - a. Any activity constituting a nuisance according to the City code.
 - b. Punctures, damage, removal, or installation of hardscaping without prior authorization of the City.
 - c. Construction of permanent buildings.
 - d. Addition or removal of curb cuts.
 - e. Storage of materials.
 - f. Noise/Music amplification beyond the hours allowed by City ordinances and/or Emergency Orders.
 8. Additional requirements:
 - a. Laws: The Rose Bowl shall at all times observe and comply with all laws, ordinances, or regulations of the federal, state, county, and local governments.
 - b. Cleanliness and Maintenance: The Rose Bowl shall keep the Property free of litter and debris.
 - c. Structures: The placement of any structures or accessibility improvements must be pre-approved by the City in writing or email, shall be removable, and shall meet all City code requirements.
 - d. Hours: Outdoor sound amplification is only allowed between the hours of 11:00 a.m. to 10:00 p.m. Sunday-Thursday and 11:00 a.m. to 11:00 p.m. Friday and Saturday.
 - e. Use: The Rose Bowl shall use the Property substantially in conformance with this agreement as well as with the site plan attached to this License Agreement. If the Rose Bowl uses the Property or allows the Property to be used in any way that results in the property becoming subject to property taxes, the Rose Bowl shall be responsible for paying all assessed property taxes.
 9. General Legal requirements
 - a. As is: The Rose Bowl accepts the Property in its “as-is” condition. The City disclaims all warranties expressed or implied as to the condition of the Property.
 - b. The Rose Bowl may make infrastructure improvements to the Licensed Area at their own expense and only with the approval of the City and the issuance of required License Permits.
 - c. Liability: The Rose Bowl assumes sole responsibility and liability to all persons and authorities related to its possession, occupancy, and use of the Property under the terms of this Agreement. The City is not responsible for insuring the Rose Bowl or the Rose Bowl’s agents, employees, invitees, licensees, or guests against any loss or damage. The Rose Bowl shall maintain such policies of insurance and in such amounts of coverage as required by the City. The City of Urbana and its officers and employees named as additional insured parties on all insurance policies required pursuant to this Agreement.
 - d. City’s Name: The Rose Bowl shall not use the City’s name or logo in any form of advertising without the City’s prior written permission.
 - e. Indemnity: The Rose Bowl, at its own expense, shall indemnify, hold harmless, and defend the City (hereinafter, the “Indemnified Party”) and its elected and appointed officials, employees, and agents from and against all injuries, death, loss, damages, claims, suits, liabilities, judgments, decrees, settlements, costs and expenses, including reasonable attorney fees, that may in any way accrue against the City arising out of, or in connection with the use of the Licensed Area pursuant to this Agreement, except for injuries and damages caused by the sole negligence of the City. Nothing in this Subsection shall be deemed, construed or interpreted as a waiver or release by the City of such rights as it may have pursuant to the Local Governmental and Governmental

Employees Tort Immunity Act (745 ILCS 10/1-101, et seq.). This Subsection, in its entirety, shall survive the termination of this Agreement.

- f. Assignment: It is mutually understood and agreed that the Rose Bowl shall not assign, transfer, convey, or otherwise dispose of The Rose Bowl's interest and obligations under this License Agreement or any part hereof without the express written consent of the City.
- g. The City will not collect litter or remove snow on the Licensed Area during the periods of the term as specified in this Agreement
- h. The City will conduct pruning of trees, mulching of landscape beds, and other customary landscaping activities at locations landscaped pursuant to the City's normal operations, unless otherwise provided for in an agreement.
- i. The City will repair cracks and other hardscape failures that the City deems are the result of normal wear and tear. Damage or failure caused by the licensee will be repaired at the licensee's expense.
- j. Notices and Communications: The Rose Bowl shall notify the City within twenty-four (24) hours of the occurrence of an accident, fire, or damage to the Property. Any communications shall be sent to the respective parties as follows:

TO THE CITY:

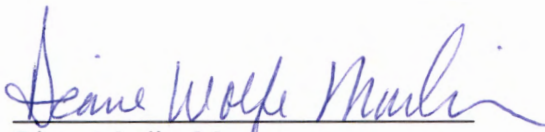
Stepheny McMahon, Economic Development Supervisor
Community Development Services Department
400 S. Vine
Urbana, Illinois 61801
smcmahon@urbanaininois.us
217-328-8274

TO THE TOWNSHIP:

Charlie Harris & Marten Stromberg
The Rose Bowl
106 N Race Street
Urbana, Illinois 61801
RoseBowlTavern@gmail.com
773-547-2427 (office)


[END OF AGREEMENT, SIGNATURES FOLLOW.]

For the City of Urbana, Illinois:



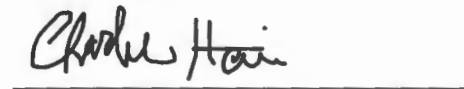
Diane Marlin, Mayor

Attest:



City Clerk

For The Rose Bowl:



Charlie Harris

Date: 11/29/2023