

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF DU PAGE     )

I, Lynn Curiale, City Clerk of Wood Dale, Illinois DO HEREBY CERTIFY that as such City Clerk and keeper of the records, that the foregoing is a true and correct copy of Resolution **#R-23-75 A RESOLUTION APPROVING A NON-EXCLUSIVE PARKING LICENSE AGREEMENT BETWEEN THE CITY OF WOOD DALE AND 116 W. IRVING PARK ROAD, LLC AND SELVARINO, INC. FOR ASH AVENUE ON-STREET PARKING** Passed by The City of Wood Dale, Du Page County, Illinois, IN WITNESS WHERE OF, I have hereunto subscribed my name and affixed the seal of the City of Wood Dale, this 7<sup>th</sup> day of December, 2023.

*Lynn Curiale*  
Lynn Curiale, City Clerk



**Resolution #R-23-75**

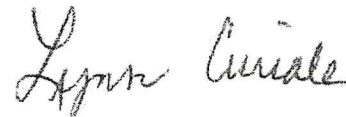
**A RESOLUTION APPROVING A NON-EXCLUSIVE PARKING LICENSE AGREEMENT BETWEEN THE CITY OF WOOD DALE AND 116 W. IRVING PARK ROAD, LLC AND SELVARINO, INC. FOR ASH AVENUE ON-STREET PARKING**

Passed: December 7, 2023  
Published in Pamphlet Form: December 8, 2023

I, Lynn Curiale, as the City Clerk for the City of Wood Dale, hereby certify that the attached Resolution is a true and correct copy of #R-23-75

**A RESOLUTION APPROVING A NON-EXCLUSIVE PARKING LICENSE AGREEMENT BETWEEN THE CITY OF WOOD DALE AND 116 W. IRVING PARK ROAD, LLC AND SELVARINO, INC. FOR ASH AVENUE ON-STREET PARKING**

Passed and approved by the City Council of the City of Wood Dale on December 7, 2023 and hereby published in pamphlet on December 8, 2023.



Lynn Curiale, City Clerk



**RESOLUTION NO. R-23-75**

**A RESOLUTION APPROVING A NON-EXCLUSIVE PARKING LICENSE AGREEMENT BETWEEN THE CITY OF WOOD DALE AND 116 W. IRVING PARK ROAD, LLC AND SELVARINO, INC. FOR ASH AVENUE ON-STREET PARKING**

**WHEREAS**, the City of Wood Dale (hereinafter the “City”) is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

**WHEREAS**, the City possesses the authority, pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, to adopt ordinances and resolutions pertaining to the public health, safety and welfare of the City; and

**WHEREAS**, the City Council of the City (hereinafter referred to as the “City Council”) is the corporate authority for the City and is authorized by law to exercise all powers and to control the affairs of the City; and

**WHEREAS**, the City Council possesses full power and authority to approve and pass all necessary ordinances, resolutions, rules and regulations necessary for carrying into effect the objects for which the City was formed, in accordance with the Illinois Municipal Code; and

**WHEREAS**, the City acquired certain blighted Parcels of Property for the purposes of future economic development; and

**WHEREAS**, the City acquired the Property located 364-376 East Irving Park Road, Wood Dale, Illinois; and

**WHEREAS**, Selvarino, Inc. d/b/a Marino’s Pizzeria and Café (the “Business Operator”) is a restaurant business currently located in the City, which expressed an interest in expanding the current restaurant and developing a banquet facility along the Irving Park Road Corridor; and

**WHEREAS**, the City and 116 W. Irving Park, LLC, (hereinafter the “Property Owner”), entered into a Purchase and Sale Agreement for the Property located at 364-376 East Irving Park Road, Wood Dale, Illinois, whereby 116 W. Irving Park, LLC acquired the Property and has pursued the redevelopment of the Property with a restaurant and banquet facility (the “Restaurant”) which will be operated by the Business Operator (hereinafter collectively referred to as “Marino’s”); and

**WHEREAS**, Marino’s has requested the use of the public right-of-way along Ash Avenue for use for ten (10) additional parking spaces in conjunction with the Restaurant; and

**WHEREAS**, the request for the parking along Ash Avenue will not hinder or impair the vehicular or pedestrian traffic along Ash Avenue and will facilitate a convenience to the residents and others serviced by Restaurant; and

**WHEREAS**, Marino's has requested the permission of the City to license and use ten (10) parking spaces in the public right-of-way adjacent to 364-376 East Irving Park Road, Wood Dale, Illinois, along Ash Avenue, consisting of approximately 90 feet in length by 15 feet in width (hereinafter referred to as "Licensed Parking Area"); and

**WHEREAS**, under 11-80-2 of the Illinois Municipal Code, 65 ILCS 5/11-80-2, the City is authorized to regulate the use of its streets and other municipal property; and

**WHEREAS**, the City Council of the City has determined that it is in the best interest of the City to grant a non-exclusive Parking License for parking to Marino's, as provided for herein; and

**WHEREAS**, the City deems it desirable to enter into a Non-Exclusive License Agreement allowing Licensee to use of a certain portion of the Property for access and parking; and

**WHEREAS**, a Non-Exclusive License Agreement (hereinafter the "Agreement") has been negotiated with Licensee, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A;" and

**WHEREAS**, the City Council has reviewed the Agreement and deems it in the best interests of the City and its residents to authorize execution of the Agreement on the terms set forth therein.

**NOW THEREFORE**, in consideration of the recitals hereinabove set forth and other good and valuable considerations, the sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOOD DALE, DUPAGE COUNTY, ILLINOIS**, as follows:

**SECTION 1:** The recitals set forth above are incorporated herein and made a part hereof.

**SECTION 2:** The Agreement with Licensee, in substantially the same form as attached to this Resolution as Exhibit "A," is approved and accepted by the City of Wood Dale.

**SECTION 3:** The Mayor is authorized to execute said Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

**SECTION 4:** The City Manager, staff and the City Attorney shall take the steps necessary to put the terms and conditions of the Agreement into effect.



**SECTION 5:** That all Ordinances and Resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

**SECTION 6:** That this Resolution shall be in full force and effect, from and after its adoption, approval and publication in pamphlet form, as provided by law.

PASSED this 7<sup>th</sup> day of December, 2023.

AYES: 8

NAYS: 0

ABSENT: 0

APPROVED this 7<sup>th</sup> day of December, 2023.

SIGNED: Annunziato Pulice  
Annunziato Pulice, Mayor

ATTEST: Lynn Curiale  
Lynn Curiale, City Clerk

# Exhibit A

**CITY OF WOOD DALE AND 116 W. IRVING PARK RD, LLC AND SELVARINO, INC.,**  
**NON-EXCLUSIVE PARKING LICENSE AGREEMENT**

THIS NON-EXCLUSIVE PARKING LICENSE AGREEMENT (“Agreement”) is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Wood Dale, an Illinois municipal corporation, and 116 W. Irving Park Rd, LLC, an Illinois limited liability and Selvarino, Inc., an Illinois corporation (collectively, “Marino’s”).

**WITNESSETH:**

WHEREAS, the City of Wood Dale (hereinafter the “City”) is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, the City possesses the authority, pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, to adopt ordinances and resolutions pertaining to the public health, safety and welfare of the City; and

WHEREAS, the City Council of the City (hereinafter referred to as the “City Council”) is the corporate authority for the City and is authorized by law to exercise all powers and to control the affairs of the City; and

WHEREAS, the City Council possesses full power and authority to approve and pass all necessary ordinances, resolutions, rules and regulations necessary for carrying into effect the objects for which the City was formed, in accordance with the Illinois Municipal Code; and

WHEREAS, the City acquired certain blighted Parcels of Property for the purposes of future economic development; and

WHEREAS, the City acquired the Property located 364-376 East Irving Park Road, Wood Dale, Illinois; and

WHEREAS, Selvarino, Inc. d/b/a Marino’s Pizzeria and Café (the “Business Operator”) is a restaurant business currently located in the City, which expressed an interest in expanding the current restaurant and developing a banquet facility along the Irving Park Road Corridor; and

WHEREAS, the City and 116 W. Irving Park, LLC, (hereinafter the “Property Owner”), entered into a Purchase and Sale Agreement for the Property located at 364-376 East Irving Park Road, Wood Dale, Illinois, whereby 116 W. Irving Park, LLC acquired the Property and has pursued the redevelopment of the Property with a restaurant and banquet facility (the “Restaurant”) which will be operated by the Business Operator) (hereinafter collectively referred to as “Marino’s”); and

WHEREAS, Marino’s has requested the use of the public right-of-way along Ash Avenue for use for ten (10) additional parking spaces in conjunction with the Restaurant; and

WHEREAS, the request for the parking along Ash Avenue will not hinder or impair the vehicular or pedestrian traffic along Ash Avenue and will facilitate a convenience to the residents and others serviced by Restaurant; and



WHEREAS, Marino's has requested the permission of the City to license and use ten (10) parking spaces in the public right-of-way adjacent to 364-376 East Irving Park Road, Wood Dale, Illinois, along Ash Avenue, consisting of approximately 90 feet in length by 15 feet in width (hereinafter referred to as "Licensed Parking Area"); and

WHEREAS, the City Council of the City has determined that it is in the best interest of the City to grant a non-exclusive Parking License for parking to Marino's, as provided for herein.

NOW THEREFORE, in consideration of the recitals hereinabove set forth and other good and valuable considerations, the sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. City hereby conveys, without grant of any possessory estate or interest or rights in the land depicted below, except as set forth in this Agreement, the Licensed Parking Area unto 116 W. Irving Park Rd., LLC. and Selvarino, Inc. in connection with Marino's, its successors and assigns, a non-exclusive License to use the Licensed Parking Area, which is depicted in Exhibit A, attached hereto and incorporated herein by this reference.
2. Said License is for ten (10) parking spaces in an area consisting of approximately 90 feet in length by 15 feet wide, along Ash Avenue.
3. The non-exclusive License shall be for a period of ten (10) years, subject to renewal by the Parties. The License shall automatically renew for consecutive additional ten (10) year terms, unless it is terminated by the written notice of either Party given at least one hundred eighty (180) days prior to the expiration of the then current term.
4. The Parties acknowledge that, while said License is non-exclusive, Marino's can install signage for said Licensed Parking Area entitled "Customer Parking, During Business Hours", at Marino's sole and exclusive expense, which signs shall be properly maintained by Marino's.
5. City agrees to include the Licensed Parking Area in any scheduled or routine street maintenance and street resurfacing being performed on Ash Street, at the City's cost.
6. City conveys said non-exclusive License subject to the following terms, covenants and conditions:
  - A. City may at any future time in the event of a breach of this Parking Licensing Agreement by Marino's revoke this License with sixty (60) days' notice to Marino's and without costs to the City, subject to Marino's right to cure any alleged default within thirty (30) days after receipt of such notice.
  - B. Upon revocation of the License by City, Marino's shall not be required to remove any constructed facilities already existing on the Licensed Parking Area, including but not limited to all asphalted parking areas, curbs and sidewalks. City shall accept the property in its present and "as is" condition as tendered upon revocation of this Parking Licensing Agreement in the condition as existing at the time of said termination, unless damages is caused by Marino's.
  - C. Marino's and City acknowledge that Marino's shall have full and non-exclusive right of use of the Licensed Parking Area during said term of Parking License Agreement and



shall be able to regulate its use for the use of parking facilities for the Restaurant and the respective buildings located at 364-376 East Irving Park Road, Wood Dale, Illinois.

D. Marino's shall indemnify, defend, protect and save the City and its Officials, employees, and agents harmless from and against any and all claims, demands, expenses, losses, suits, damages and attorney's fees, related to the acts of Marino's, Marino's employees, agents, contractors, or invitees (unless caused by the acts or omissions of City, City's employees, agents or contractors) as may be occasioned by reason of: (i) any accident, injury or damage occurring in or about the Licensed Parking Area causing injury to persons or damage to property (including, without limitation, the Licensed Parking Area); and (ii) the use, operation, maintenance, alteration, repair, replacement, removal of the Licensed Parking Area by Marino's, including any and all signage upon the public right-of-way; and (iii) the failure of Marino's to fully and faithfully perform the obligations and observe the conditions of this Agreement.

E. Marino's shall pay the City an Annual License Fee of ten dollars (\$10.00) each year during the term of the License on or before May 1<sup>st</sup> of each year of the Lease. The City will provide written notice of default of the payment of the Annual License Fee from City and shall have thirty (30) days from receipt of such notice to cure such default.

F. City shall not be liable to Marino's, its employees, licensees, agents, lessees, or invitees for any damage or injuries (including death) to any persons or to any of their properties except to the extent that injuries or damages are caused by the willful acts or omissions of City.

G. Any notice herein provided to be given shall be deemed properly given if in writing and delivered personally or by certified mail, return receipt requested to (a) Marino's at 364-376 East Irving Park Road, Wood Dale, Illinois 60191, or (b) City at 404 N. Wood Dale Road, Wood Dale, Illinois 60191, Attn: City Manager, or to such other person or addresses as Marino's or City may from time to time designate upon written notice to the other party.

H. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

(Signature Page to Follow)

IN WITNESS WHEREOF, the Parties hereto caused this Parking License Agreement to be executed by a duly authorized Representative and have set their hands and seals the day and year first above written.



CITY OF WOOD DALE,

By: Annunziato Pulice  
Annunziato Pulice, Mayor

ATTEST:

Lynn Curiale  
Lynn Curiale, City Clerk

116 W. IRVING PARK, LLC

By: [Signature]  
Title: PRESIDENT

SELVARINO, INC.

By: [Signature]  
Title: PRESIDENT

WITNESSED:

Sabaudin Shuipi

WITNESSED:

Sabaudin Shuipi

