

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-21-68 A RESOLUTION APPROVING A COMMUNITY LANDMARK SIGN AGREEMENT**

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 21<sup>st</sup> day of October, 2021.



Lynn Curiale, City Clerk

SEAL



**Resolution #R-21-68**

**A RESOLUTION APPROVING A COMMUNITY LANDMARK SIGN  
AGREEMENT**

Passed: October 21, 2021  
Published in Pamphlet Form: October 22, 2021

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-21-68**

**A RESOLUTION APPROVING A COMMUNITY LANDMARK SIGN  
AGREEMENT**

Passed and approved by the City Council of the City of Wood Dale on October 21, 2021  
and hereby published in pamphlet on October 22, 2021.



Lynn Curiale, City Clerk

SEAL



**RESOLUTION NO. R-21-68**

**A RESOLUTION APPROVING A COMMUNITY LANDMARK SIGN AGREEMENT**

**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 approved a Text Amendment of the City Ordinance which permits the erection and maintenance of a Community Landmark Sign; and

**WHEREAS**, A Property Owner has sought a Permit to build a Community Landmark Sign, as authorized under the City Code; and

**WHEREAS**, the Property Owner, recognizing the impact of the sign on the City, has agreed to an Economic Impact Fee relative to the Community Landmark Sign; and

**WHEREAS**, Property Owner has also agreed to allow the City to include Community Messaging on the Community Landmark Sign; and

**WHEREAS**, the City and the Property Owner have reached an Agreement whereby the City will be provided rents generated from the leasing of space on the Community Landmark Sign; and

**WHEREAS**, the Parties desire to memorialize the Agreement between the Parties relative to the Economic Impact Fee, the Community Messaging and the Lease proceeds from the Community Landmark Sign; and

**WHEREAS**, the City finds it is in the best interest of the City and its residents to execute an Agreement specifying the terms of said Agreement in a form substantially similar to the Agreement attached hereto and incorporated herein by reference as “Exhibit A.”

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

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

SECTION 2: The Community Landmark Sign Development Agreement with Premier Media, LLC and AMB Partners II, Local, LP (“Prologis”) in substantially the same form as attached to this Resolution as Exhibit “A” and incorporated herein by reference, 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/or 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 published in a newspaper published in the City of Wood Dale or in the County of DuPage immediately following its passage, as required by law.

SECTION 7: 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 21st day of October, 2021

AYES: 8

NAYS: 0

ABSENT: 0

APPROVED this 21st day of October, 2021

SIGNED: Annunziato Pulice  
Annunziato Pulice, Mayor

ATTEST: Lynn Curiale  
Lynn Curiale, City Clerk



## COMMUNITY LANDMARK SIGN DEVELOPMENT AGREEMENT

This Community Landmark Development Agreement ("Agreement") is made this 21st day of October, 2021, by and between the **CITY OF WOOD DALE** (the "City"), **PREMIER MEDIA, LLC**. ("Premier"), hereinafter collectively referred to as the "Parties".

**WHEREAS**, Premier has a Lease with AMB Partners II Local, LP. to construct one (1) Community Landmark Sign ("Sign") on the premises located at 950 North Route 83, City of Wood Dale, County of DuPage, State of Illinois, bearing a Property ID# 0303403051, and which is more particularly described in Exhibit "A" (the "Property"); and

**WHEREAS**, AMB Partners II Local, LP. is the Owner of Property; and

**WHEREAS**, the City Code allows for the erection and maintenance of a Community Landmark Sign at the Property; and

**WHEREAS**, the City desires to provide, for the public welfare, a Community Landmark Sign in a manner that enhances the identity and aesthetics of the community along Illinois Route 390, Elgin O'Hare Expressway; and

**WHEREAS**, Premier, by way of its Sign, will provide an optimal method through which the City can provide time-sensitive information and other material which serves the public health, safety, and welfare of the City; and

**WHEREAS**, Premier will provide the City with an ongoing revenue stream by providing funds from the Sign which will be utilized for City beautification, as well as other improvements serving to promote the quality of life and safety of the City for its citizens and residents; and

**WHEREAS**, the Parties wish to memorialize the terms and conditions of their agreement and understanding relative to the Sign, as more fully set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties agree to the following provisions:

1. **Recitals.** The foregoing recitals are true and correct, express the intent of the Parties, and are incorporated herein as contractual terms. All exhibits to this Agreement are essential to this Agreement and are hereby deemed a part hereof.

2. **Annual Revenue.** Premier, conditioned upon receiving all necessary, State and local municipal permits or authorization for the construction of one (1) Community Landmark Sign containing two (2) digital (LED) advertising display faces, shall provide the City with the annual revenue as follows:

<u>TERM OF LEASE</u>	<u>AMOUNT PER YEAR</u>	<u>AMOUNT PER MONTH</u>
YRS 1-5	\$20,000.00	\$1,666.67
YRS 6-10	\$17,600.00	\$1,466.67
YRS 11-15	\$19,360.00	\$1,613.33
YRS 16-20	\$21,296.00	\$1,774.67

3. **Guaranteed Community Messaging.** Premier will provide to the City one (1) advertising slot on either digital face for the City to communicate local Community information (i.e., Holiday & Memorial/St. Patrick's Day Parades, School/Road Closings, Weather Alerts, Local Announcements, Local Non-profit/Community Groups use, etc.) at no cost.

i. The Parties acknowledge that current Illinois State regulations do not allow an electronic Sign Permit Holder to change or flip the message content any quicker than every ten (10) seconds. As such, the City's chosen message will be up on the display for ten (10) seconds, then followed by six (6) other "playlist" slots for commercial/local business messaging within any given minute of the day on that same display face.

ii. The City's message will appear for ten (10) seconds, approximately once per minute, for a 24-hour period daily, 365 days per year.

iii. The City has an unlimited amount of content that can be created and displayed. For example, if there is a certain message regarding a Fall Festival that the City would like to share from 5 am – 12 noon, then a road closing or weather alert from 12 noon – 6 p.m., followed by an evening Art Exhibit Event/Announcement from 6 p.m. – 9 p.m., all of these display messages can be accomplished within the same day.



4. **Voluntary Agreement to Restrict Content.** Premier agrees not to place any advertising or messaging that promotes any adult use or is pornographic, lewd, obscene in nature; promotes discrimination or violence (gun or otherwise); or would constitute hate speech; promotes the use of drugs, marijuana, vaping, tobacco use or video gaming. The categorization of “pornographic, lewd or obscene” encompasses gentlemen’s clubs, sexually explicit publications, adult shops and any retail or products that support such adult-entertainment industry or are detrimental to the health, safety, and welfare of the community. Since the Sign shall remain the property of Premier, it is agreed between the Parties that the Sign shall not constitute a “limited public forum.” Political messaging shall be prohibited.

5. **Maintain Landscaping.** Premier agrees to maintain the base and area around the Landmark Sign with native and other plantings, which shall be properly maintained to provide appropriate aesthetics.

6. **Design Approval.** Premier agrees to submit the design, materials and aesthetics of the Sign, and the area around the base of the Sign, to the City’s Streetscape Committee for its input and approval which shall be a condition of the necessary permitting.

7. **Indemnification and Hold Harmless Agreement.** Premier and the City each acknowledges that its execution of this Agreement is a voluntary act performed at its request and that the City has not offered any inducements and has not made any representations, promises, or threats to cause Premier to enter into this Agreement, except as expressly set forth herein. Premier shall indemnify defend at its expense, pay on behalf of, hold harmless and indemnify the City, and the City Council members, staff, representatives, officers, employees, agents, attorneys and independent contractors, from and against any claims, actions, proceedings, damages, losses, liabilities, costs and expenses, other than a claim resulting from willful or grossly negligent acts of the City, its officers, employees, or agents, relating to or arising out of or resulting from, or in any way related to: (i) the Sign or this Agreement, (ii), or by the owners of the Property upon which the Sign is located.

8. **Successors and Assigns.** The provisions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of each Party.

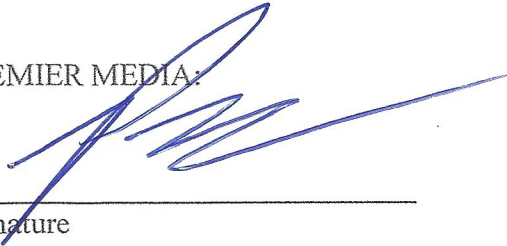


9. Authority to Execute and Bind. Each Party represents and warrants that all requisite actions have been taken to authorize execution of this Agreement by the person signing on behalf of that Party and thereby bind that Party to the terms and conditions of this Agreement.

[Execution and Notary Paragraphs Follow on the Next Pages]

IN WITNESS WHEREOF, the Parties have executed or caused their duly authorized representatives to execute this Agreement.

PREMIER MEDIA:



Signature

Patrick F. Lyons

Print

President

Title

CITY OF WOOD DALE:

By: Annunziato Pulice  
Annunziato Pulice, Mayor

Attest:

Lynn Curiale  
Lynn Curiale, City Clerk

\_\_\_\_\_  
(Seal)

WITNESS:

PREMIER MEDIA, LLC

Michele Galduo  
Michele Galduo  
[Witness type or print name]

By: \_\_\_\_\_

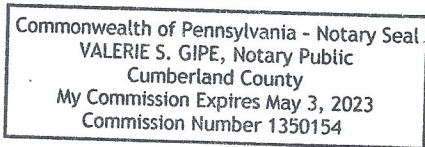
Executed this 21st day of October 2021.

STATE OF PENNSYLVANIA )  
COUNTY OF CUMBERLAND ) SS.

The foregoing instrument was acknowledged before me this 21st day of October, 2021,  
by Patrick F. Lyons of Premier Media, LLC, who (check one) [ ] is  
personally known to me or [ ] has produced \_\_\_\_\_ as identification.

Valerie S. Gipe  
Notary Public, State of Pennsylvania  
(Signature of Notary)

My Commission Expires: May 03, 2023.



Valerie S. Gipe  
Name of Notary Typed, Printed or Stamped