



ORDINANCE NO. 2006-0-067

AN ORDINANCE APPROVING A PARKING LOT REGULATION AGREEMENT BY AND BETWEEN THE VILLAGE OF TINLEY PARK AND TINLEY WEST CONDOMINIUM ASSOCIATION #3 AND AMENDING SECTION 74.201(A) OF THE TINLEY PARK MUNICIPAL CODE IN RELATION THERETO

BE IT ORDAINED, by the President and the Board of Trustees of the Village of Tinley Park Cook and Will Counties, Illinois, as follows:

SECTION 1: That the President of the Village and the Clerk of the Village are hereby authorized and directed to execute the parking lot agreement between the Village and Tinley West Condominium Association #3, said agreement being titled "An Agreement Regulating Parking Lot Use, Parking of Motor Vehicles and Control of Motor Vehicle Traffic in the Village of Tinley Park, Cook and Will Counties, Illinois", and being attached hereto as Exhibit "A" and made a part hereof (hereinafter the "Agreement").

SECTION 2: That it shall be unlawful for any person, firm, organization, establishment, and/or corporation to violate the parking, parking lot use, and/or traffic regulations set forth in Section 1(A) through 1(P) of the Agreement.

SECTION 3: That any person, firm, organization, establishment, and/or corporation violating the terms and provisions of this Ordinance, or any rules and/or regulations promulgated hereunder, other than those terms and provisions relating to handicapped parking, shall be subject to a fine of not less than FIFTY AND NO/100 DOLLARS (\$50.00) nor more than SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$750.00). That any person, firm, organization, establishment, and/or corporation violating the terms and provisions of this Ordinance, or any rules and/or regulations promulgated hereunder, relating to handicapped parking and/or the parking spaces or areas designated for the exclusive use of handicapped persons, shall be subject to a fine of not less than ONE HUNDRED AND NO/100 DOLLARS

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(\$100.00) nor more than SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$750.00). In addition to the fine provisions set forth in this section, any motor vehicle that is parked in violation of the terms and provisions of this Ordinance, or any rules and/or regulations promulgated hereunder, shall be towed at the owner's or operator's expense in accordance with the law, and appropriate signs shall be posted so indicating.

SECTION 4: That Title 7, Chapter 74, Section 74.201(A) of the Tinley Park Municipal Code is amended by adding the following to the list of parking lots, ordinance numbers and passage dates contained therein:

<u>"Parking Lot</u>	<u>Ordinance Number</u>	<u>Passage Date</u>
Tinley West Condominium Association #3	<u>2006-0-067</u>	<u>11/07/06</u> ”

SECTION 5: That this Ordinance shall be in full force and effect from and after its adoption, approval, and publication in pamphlet form as provided by law.

SECTION 6: That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7: That the Village Clerk be and is hereby authorized and directed to publish this Ordinance in pamphlet form as provide by law.

ADOPTED this 7th day of November, 2006, pursuant to a roll call vote as follows:

AYES: ~~Rea, Seaman, Hannon, Bettenhausen, Heffernan, Maher~~

NAYS: None

ABSENT: Zabrocki

APPROVED this 7th day of November, 2006, by the President of the Village of Tinley Park.

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By: *Bon S. Mah*
Village President

ATTEST:

Frank W. Herman, Jr.
Village Clerk

Published by me in pamphlet form this 7th day of November, 2006.

Frank W. Herman, Jr.
Village Clerk

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STATE OF ILLINOIS)
COUNTY OF COOK) SS.
COUNTY OF WILL)

CLERK'S CERTIFICATE

I, **FRANK W. GERMAN, JR.**, the duly elected, qualified and acting Village Clerk of the Village of Tinley Park, Cook, and Will Counties, Illinois, do hereby certify that attached hereto is a true and correct copy of that Ordinance now on file in my office, entitled:

ORDINANCE NO. 2006-0-067

AN ORDINANCE APPROVING A PARKING LOT REGULATION AGREEMENT BY AND BETWEEN THE VILLAGE OF TINLEY PARK AND TINLEY WEST CONDOMINIUM ASSOCIATION #3 AND AMENDING SECTION 74.201(A) OF THE TINLEY PARK MUNICIPAL CODE IN RELATION THERETO

which Ordinance was passed by the Board of Trustees of the Village of Tinley Park at a regular meeting held on the 7th day of November, 2006, at which meeting a quorum was present, and approved by the President of the Village of Tinley Park on the 7th day of November, 2006.

I further certify that the vote on the question of the passage of the said Ordinance by the Board of Trustees of the Village of Tinley Park was taken by the Ayes and Nays and recorded in the Journal of Proceeding of the Board of Trustees of the Village of Tinley Park, and that the result of said vote was as follows, to-wit:

AYES: Rea, Seaman, Hannon, Bettenhausen, Heffernan, Maher

NAYS: None

ABSENT: Zabrocki

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I do further certify that the original Ordinance, of which the attached is a true copy, is entrusted to my care for safe-keeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Tinley Park, this 7th day of November, 2006.

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PAMPHLET

FRONT OF PAMPHLET

ORDINANCE NO. 2006-0-067

**AN ORDINANCE APPROVING A PARKING LOT REGULATION
AGREEMENT BY AND BETWEEN THE VILLAGE OF TINLEY PARK
AND TINLEY WEST CONDOMINIUM ASSOCIATION #3 AND
AMENDING SECTION 74.201(A) OF THE TINLEY
PARK MUNICIPAL CODE IN RELATION THERETO**

Published in pamphlet form this 7th day of November, 2006, by Order of the
Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois.



FRANK W. GERMAN,
Village Clerk

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BACK OF PAMPHLET

ORDINANCE NO. 2006-0-067

**AN ORDINANCE APPROVING A PARKING LOT REGULATION
AGREEMENT BY AND BETWEEN THE VILLAGE OF TINLEY PARK
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Published in pamphlet form by Order of the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois.

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Exhibit "A"

AN AGREEMENT REGULATING PARKING LOT USE, PARKING OF MOTOR VEHICLES, AND CONTROL OF MOTOR VEHICLE TRAFFIC IN THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS

THIS AGREEMENT, made and entered into by and between the Village of Tinley Park (hereinafter the "VILLAGE"), an Illinois municipal corporation, and TINLEY WEST CONDOMINIUM ASSOCIATION #3, a condominium complex, (hereinafter "TINLEY WEST #3"), by and through their respective duly authorized agents and/or representatives, relative to the parking areas located at the Tinley West Condominium Association #3, otherwise commonly known as 7931 West Paxton Avenue, Tinley Park, Illinois, 60477.

WITNESSETH:

WHEREAS, Section 11-209.1 of the Illinois Vehicle Code, 625 ILCS 5/11-209.1, authorizes and empowers a municipality to enter into agreements to regulate and control motor vehicle traffic and motor vehicle parking, and the use of motor vehicle parking areas, on private roads and streets located within the corporate limits of the municipality; and

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WHEREAS, Section 11-209 of the Illinois Vehicle Code, 625 ILCS 5/11-209, authorizes and empowers a municipality to enter into agreements to regulate and control motor vehicle traffic and motor vehicle parking, and the use of motor vehicle parking areas, in shopping centers, schools, hospitals, condominium complexes, and apartment complexes located within the corporate limits of the municipality; and

WHEREAS, the President and the Board of Trustees of the VILLAGE deem it necessary for the health, safety, and welfare of the citizens and residents of the VILLAGE, and for the health, safety, and welfare of the residents of the Apartments, to regulate and control motor vehicle traffic and motor vehicle parking, and the use of motor vehicle parking areas, including parking at the Tinley West Condominium Association #3 (hereinafter the "PARKING AREAS") located within the corporate limits of the VILLAGE, the legal description of the said PARKING AREAS, whose P.I.N. numbers are 27-25-104-026-1001, 27-25-104-026-1002, 27-25-104-026-1003, 27-25-104-026-1004, 27-25-104-026-1005, and 27-25-104-026-1006, is attached hereto as Exhibit "A1"; and

WHEREAS, TINLEY WEST #3 is the owner of the PARKING AREAS; and

WHEREAS, TINLEY WEST #3 is in agreement with the VILLAGE and desires to have the VILLAGE and its Police Department enforce certain regulations regarding motor vehicle traffic and motor vehicle parking, and the use of motor vehicle parking areas, within said PARKING AREAS.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the parties' mutual understandings, promises, covenants, and agreements as set forth below, the parties hereby agree and covenant as follows:

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1. The VILLAGE hereby agrees to establish by Ordinance and enforce the following regulations regarding motor vehicle movement, parking and control within, and the use of, the PARKING AREAS:

(A) Permanent stop signs shall be posted at all exits into a public highway from the PARKING AREAS and the driver of a motor vehicle emerging from the PARKING AREAS into a public highway shall first come to a complete full stop at such sign prior to proceeding into the public highway.

(B) All motor vehicle movement shall be within the designated traffic lanes and where marked by arrow or posted "One Way", no motor vehicle movement shall be in the opposite direction.

(C) No motor vehicle shall be stopped or parked on any roadway or driveway which lies directly in front of any commercial establishment located within or adjacent to said PARKING AREAS.

(D) The stopping, standing, or parking of a motor vehicle within the PARKING AREAS by anyone having no business to conduct at or with a business or other establishment located within or adjacent to said PARKING AREAS; by anyone not attending, employed by, or otherwise required or authorized to be at a school located within or adjacent to said PARKING AREAS; by anyone not a resident, guest, owner, employee, or otherwise required or authorized to be at a condominium or apartment complex located within or adjacent to said PARKING AREAS; or by anyone not a physician, patient, guest, visitor, employee, or otherwise required or authorized to be at a hospital facility located within or adjacent to said PARKING AREAS shall be prohibited.

(E) The stopping, standing, or parking of commercial vehicles (vehicles of the second division as defined by ILCS Ch. 625, Act 5 § 1-146, other than recreational vehicles), which are required to have other than a Class B State of Illinois license plate as defined by ILCS Ch. 625, Act 5 § 3-815, within the PARKING AREAS, other than temporarily for such time as is necessary for the reasonably expeditious loading or unloading of said vehicles when making pick-ups or deliveries to a business, tenant, and/or occupant located within or adjacent to said PARKING AREAS, shall be prohibited.

(F) The stopping, standing, or parking of motor vehicles by the operators thereof for the purpose of congregating or meeting shall be prohibited.

(G) No motor vehicle shall be operated so as to cause or produce unnecessary loud, raucous, excessive, or unusual noises, by the playing of the vehicle radio, by the racing of the motor, by lack of muffler or use of a muffler cutout, by tire friction upon rapid turning or weaving, by spinning of wheels from standing or slow moving position

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produced by sudden unnecessary acceleration, by continuous unnecessary sound of a horn or other noise or signal device, or by the running of refrigeration units or compressors on the motor vehicle.

(H) The stopping, standing, or parking of a motor vehicle within any designated handicapped parking area, without the proper display of the handicapped status of the occupant of said motor vehicle by way of either special state license plates or a locally issued handicapped status placard, shall be prohibited, and handicapped parking spaces shall be provided in the PARKING AREAS according to the following formula:

<u>Total Parking Spaces in Lot</u>	<u>Required Number of Handicapped Parking Spaces</u>
Up to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1000	2% of total
Over 1000	20 plus 1 for each 100 over 1000

(I) The stopping, standing, or parking of a motor vehicle within 500 feet of any fire, police, or other emergency vehicle that has responded to a call or an alarm shall be prohibited.

(J) The operating of unlicensed go-carts, dirt bikes, mini-bikes, or other miniature vehicles shall be prohibited.

(K) The maximum speed limit for any motor vehicle shall not exceed 15 miles per hour.

(L) Any motor vehicle parked or abandoned during a snow storm, flood, fire, or other public emergency, or found unattended in the PARKING AREAS, where it constitutes an obstruction to traffic or where stopping, standing or parking is prohibited shall be towed at the owner's expense in accordance with Chapter 90 of this code.

(M) The use of skateboards within the PARKING AREAS, and on the sidewalks abutting any businesses, buildings, or other structures within or adjacent to said parking lot, shall be prohibited.

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(N) It shall be unlawful to offer for sale or sell any beverage, food, or merchandise, including but not limited to motor vehicles, campers, motorcycles, and boats, within the PARKING AREAS, absent a special permit issued by the village authorizing said sale.

(O) It shall be unlawful for any person to engage in "cruising", as defined in § 72.040 and prohibited by § 72.041 within the PARKING AREAS or on any roadways related thereto.

(P) It shall be unlawful for any person, firm or corporation to allow any motor vehicle to stand in, or to stop or park any motor vehicle in, or otherwise obstruct, any fire lanes or location designated as a no parking zone.

2. TYNLEY WEST #3 does hereby agree to erect and post all necessary signs, and provide for all necessary pavement markings, at its own cost and expense, for the regulation of the use of the parking area of motor vehicle parking within and traffic within said PARKING AREAS as is necessary to carry out the aforesaid regulations, and does hereby agree to bear the costs and expense of the maintenance thereof. A copy of a map of the PARKING AREAS, indicating the location of pavement markings and signs in regard to the parking lot regulations set forth in Sections 1(A) through 1(P) above, is attached hereto as an Exhibit "A2" and made a part hereof.

3. The VILLAGE hereby agrees to regulate motor vehicle traffic and motor vehicle parking within the PARKING AREAS in accordance with the aforementioned regulations and in relation thereto, agrees to furnish any and all police services necessary for the enforcement of the aforementioned regulations. The VILLAGE further agrees to furnish such additional personnel and equipment, police or otherwise as the VILLAGE may from time to time deem necessary in periods of emergency and during periods when greater police protection may be required.

4. At such time as this Agreement becomes effective, and traffic and parking regulations are thereby established for the PARKING AREAS pursuant to this Agreement, it

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shall be an offense for any person to do any prohibited or forbidden act, or to fail to perform any act required by such traffic and parking regulations. Such offense shall be punishable by a fine in accordance with the Ordinances of the VILLAGE.

5. TINLEY WEST #3 shall at all times, upon receipt of an invoice, be required to reimburse the VILLAGE for the full amount of any and all costs and expenses associated with, or relating to, the installation, maintenance, repair, and/or replacement of any signs and/or pavement markings designed to regulate motor vehicle traffic and/or motor vehicle parking in or around the PARKING AREAS.

6. The VILLAGE shall, at least once per year, inspect said PARKING AREAS to verify and determine that all required signs and/or pavement markings are in place and in good condition. If the VILLAGE determines at any time that additional signs and/or pavement markings are needed, or that existing signs and/or pavement markings are in need of repair or replacement, the VILLAGE shall have the power and authority to install such additional signs and/or pavement markings, or undertake the repair and/or replacement of such signs and/or pavement markings, in a reasonable manner. Upon completion of said installation, repair, and/or replacement, TINLEY WEST #3, upon receipt of an invoice, shall be required to reimburse the VILLAGE for all costs and expenses relating to said installation, repair, and/or replacement.

7. TINLEY WEST #3 hereby authorizes the VILLAGE to enforce State or Local laws, not specifically referenced in Section 1 above, in the PARKING AREAS.

8. TINLEY WEST #3 shall indemnify and hold harmless the VILLAGE with respect to any claim or loss, including but not limited to, attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind

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which may arise, either directly or indirectly, out of the VILLAGE's performance of the terms of this Agreement.

9. This Agreement shall cover a period of one (1) year from the date hereof and shall be self-renewing for periods of one (1) year each year thereafter, not to exceed a period of twenty (20) years, unless and until canceled by written notice by either party to the other, of its intention to cancel the same, given not less than sixty (60) days prior to the beginning of a new one (1) year term. In the event such cancellation notice is given, this Agreement shall terminate at the end of the then current one (1) year period.

10. Whenever notice is required to be sent to the VILLAGE, it shall be addressed as follows:

Village Clerk
 Village of Tinley Park
 16250 South Oak Park Avenue
 Tinley Park, Illinois 60477

with a copy to: Police Chief
 Tinley Park Police Department
 7850 West 183rd Street
 Tinley Park, Illinois 60477

and whenever notice is required to be sent to TINLEY WEST #3, it shall be addressed as follows:

Tinley West Condominium Association #3
 c/o Rita Conway
 7931 Paxton Avenue Unit 1A
 Tinley Park, Illinois 60477

All notices shall be sent by personal delivery or certified mail, return receipt requested, and shall be deemed given as of the date of the personal delivery or, if given by certified mail, three (3) days from the date of mailing.

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11. TINLEY WEST #3 hereby warrants and covenants that it has the full power and authority to enter into this Agreement with the VILLAGE.

12. This Agreement constitutes the entire understanding between the VILLAGE and TINLEY WEST #3 with respect to the subject matter contained herein and supersedes any and all prior understandings and/or agreements between the parties, whether written, oral, or otherwise. Any and all representations, agreements, promises, and/or understandings not expressly set forth herein are hereby null, void, and of no legal effect.

13. This Agreement may be modified or amended only by the mutual consent of the parties. Any modification or amendment of this Agreement must be in writing, signed by the parties, and duly executed. Any attempt to modify or amend this Agreement that fails to conform to the aforementioned requirements shall be null, void, and of no legal effect.

14. This Agreement may be executed in any number of counterparts, with each counterpart deemed to be an original. This Agreement shall be effective on the last date executed by the parties below.

15. The terms, conditions, and provisions of this Agreement shall be severable, and if any terms, condition, or provision is found to be unenforceable for any reason whatsoever, the remaining terms, conditions, and provisions shall remain in full force and effect.

16. This Agreement is entered into under, and shall be governed for all purposes by, the laws of the State of Illinois.

17. Upon its execution, this Agreement shall be recorded with the Office of the Cook County Recorder of Deeds.

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IN WITNESS WHEREOF, the VILLAGE, pursuant to authority granted by the adoption of a [Motion/Resolution] by its Board of Trustees, has caused this Agreement to be executed by its President and attested by its Clerk, and TINLEY WEST #3, pursuant to the authority duly granted by the adoption of a [Motion/Resolution] by its Board of Directors, has caused this instrument to be signed by an authorized representative.

VILLAGE OF TINLEY PARK TINLEY WEST CONDOMINIUM ASSOCIATION #3

By: *Edward J. Zaluski* By: *Pete De Conway*
Village President President

ATTEST: ATTEST:
By: *Frank W. Herman, Jr.* By: *Joyce Kovalsky*
Village Clerk Secretary

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EXHIBIT A1

The South 51 feet of Lot 32 in Brentowne South, a subdivision of part of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 25, Township 36 North, Range 12 East of the Third Principal Meridian.

P.I.Ns: 27-25-104-026-1001
27-25-104-026-1002
27-25-104-026-1003
27-25-104-026-1004
27-25-104-026-1005
27-25-104-026-1006

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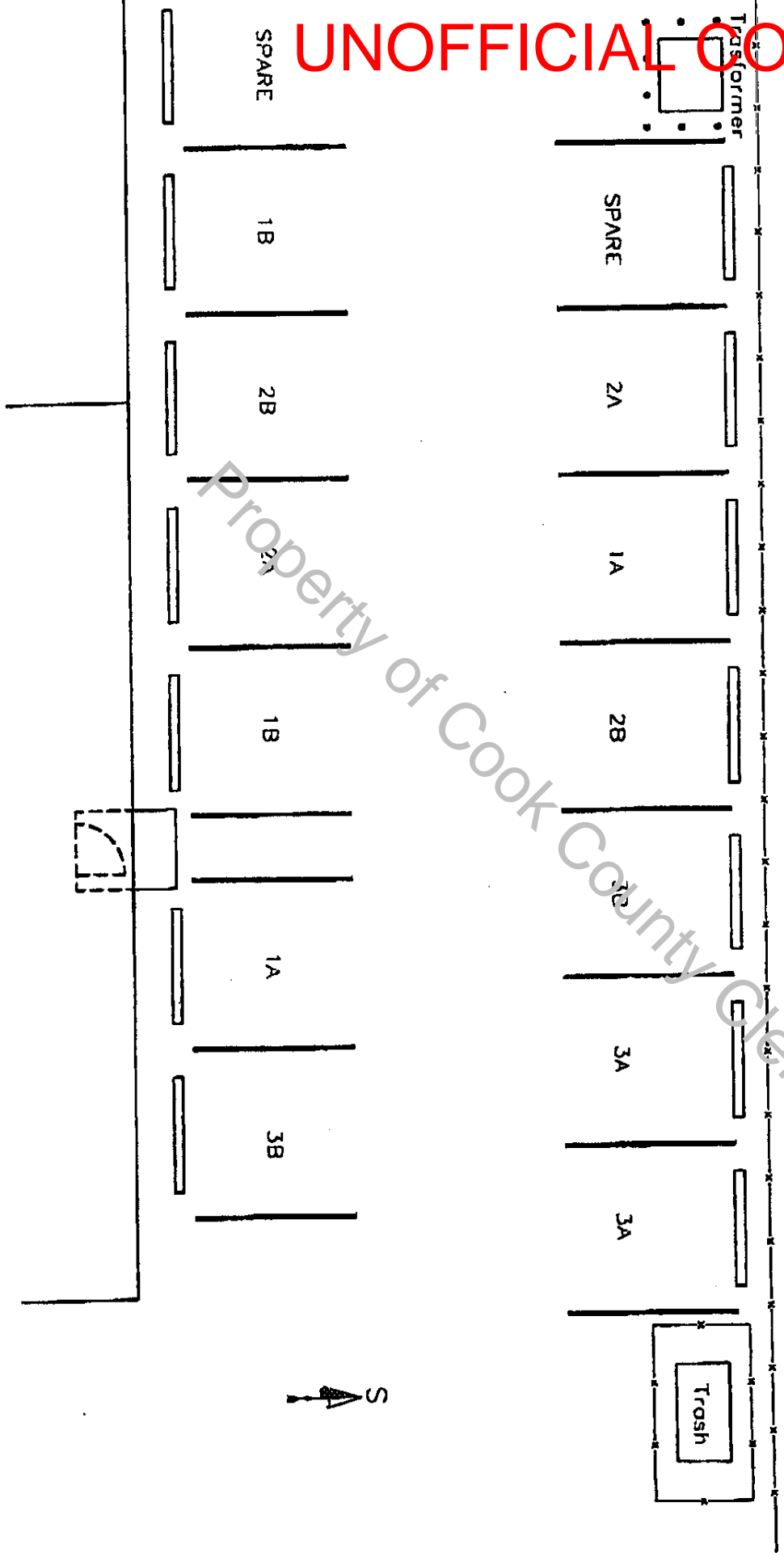
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- 1.) Please use assigned parking spaces. If you have a guest, please have them use one of your spaces or one of the spares. If you wish to switch spaces, please do so amongst yourselves.
- 2.) Please clean up any trash you or your guest may have made (cigarette butts, beer bottles, etc.).
- 3.) Please keep the noise level down. Turn down car radios when entering parking lot. Please keep conversation volumes low. Some owners go to bed before others.
- 4.) Please observe the "NO PARKING" during posted hours sign in the front of our building. The Village of Tinley Park has this posted for a reason.

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EXHIBIT

A2



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