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Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 03/24/2011 03:20 PM Pg: 1 of 10

RESOLUTION NO. 11 - 26

RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE A TRAFFIC AND PARKING AGREEMENT WITH THE ASTOR PLACE CONDOMINIUM ASSOCIATION

WHEREAS, the Village of Wheeling, Lake and Cook Counties, Illinois (the "Village") is a home rule municipality pursuant to Article 7, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, the Astor Place Condominium Association is desirous of entering into an agreement to provide for the regulation of traffic and parking upon its property; and

WHEREAS, the Village is empowered to enter into such an agreement under its home rule powers and pursuant to Section 11-209 of the Illinois Vehicle Code, 625 ILCS 5/11-209 and Section 11-209.1 of the Illinois Vehicle Code; 625 ILCS 5/11-209.1; and

WHEREAS, the President and Board of Trustees deem it to be in the best interests of the citizens of Wheeling for the Village to enter into such an agreement with the Astor Place Condominium Association to provide for traffic regulation in parking areas and private streets by traffic law enforcement personnel of the Village;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the Traffic and Parking Regulation Agreement between the Village of Wheeling and the Astor Place Condominium Association is approved, and that the Village President and Village Clerk are hereby authorized and directed to execute the Traffic and Parking Regulation Agreement attached hereto.

Trustee Argiris moved, seconded by Trustee Vogel
that Resolution No.: 11 - 26 be adopted.

Trustee Argiris <u>Arg</u>	Trustee Horcher <u>Arg</u>
Trustee Brady <u>Arg</u>	Trustee Lang <u>Arg</u>
Trustee Heer <u>Arg</u>	Trustee Vogel <u>Arg</u>
President Abruscato <u>Arg</u>	

ADOPTED this 17th day of March, 2011, by the President and Board of Trustees of the Village of Wheeling, Illinois.

Judy Abruscato
Judy Abruscato, Village President

ATTEST:

Elaine E. Simpson
Elaine E. Simpson, Village Clerk



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TRAFFIC AND PARKING REGULATION AGREEMENT

WHEREAS, ASTOR PLACE CONDOMINIUM ASSOCIATION, a Planned Unit Development, (hereinafter called the "Complex") and the Village of Wheeling, Illinois, a municipal corporation (hereinafter called the "Village") within which corporate jurisdiction the Complex is located, desire to enter into an agreement for regulation of traffic and parking within the Complex area as set forth in the legal description attached as Exhibit "A" and as shown on Exhibit "B" and the enforcement of said traffic laws and ordinance by the traffic law and enforcement personnel of the Village; and

WHEREAS, the Illinois Vehicle Code (Illinois Compiled Statutes, Chapter 625, Sections 5/11-209 and 5/11-209.1) and the Illinois Municipal Code (Illinois Compiled Statutes, Chapter 65, Section 5/1-1-7) authorize and empower 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 said statutory authority enumerates those matters which may be included in such an agreement; 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 ASTOR PLACE CONDOMINIUM ASSOCIATION COMPLEX to regulate and control motor vehicle traffic, motor vehicle parking, and the use of motor vehicle parking areas at the ASTOR PLACE

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CONDOMINIUM ASSOCIATION COMPLEX, of which the legal description and P.I.N. numbers are attached hereto as Exhibit "A," and a copy of a map of the parking areas indicating the location of pavement markings and signs in regard to the parking lot regulations, and of the private streets indicating the location of traffic and parking signs, is attached hereto as an Exhibit "B" and made a part hereof; and

WHEREAS, the Complex is the owner of the parking areas and private streets; and

WHEREAS, the Complex 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 and private streets.

NOW, THEREFORE, IN CONSIDERATION OF the foregoing and in consideration of the parties' mutual understandings, promises and agreements as contained herein, it is hereby agreed by and between the parties named above as follows:

(1) The Complex requests the enforcement by the Wheeling Police Department of all traffic and parking regulations which are established in accordance with the Illinois Vehicle Code, (Illinois Compiled Statutes, Chapter 625) and the Wheeling Municipal Code, and hereby authorizes the issuance of traffic citations by said police department for any and all violations thereof occurring within the Complex area as set forth in the legal description attached hereto as Exhibit "A" and as shown on Exhibit "B."

(2) The manager or other authorized agent of the Complex is directed, in cooperation with the Village Fire Chief, to establish and mark such fire lanes as the Fire Chief shall recommend as necessary for effective movement of Fire Department and other emergency vehicles. The cost of establishing and marking fire lanes on property owned by the Complex shall be borne by the Complex.

(3) The Complex authorizes the Village to remove vehicles parked or abandoned in the parking areas during snow storms, floods, fires, or other public emergencies or found unattended in the parking area where said vehicles constitute an obstruction to traffic or where stopping, standing, or parking is prohibited and clearly posted in accordance with State Statute and the Wheeling Municipal Code. The appropriate citations shall be issued to the owners of said abandoned or unattended vehicles and the Village shall attempt to recover any towing and storage fees incurred for the removal or storage of said vehicles from

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the owners or operators of the vehicles. The Complex agrees that it shall be solely responsible for payment of any such fees which are not recovered from the owners or operators of the vehicles. Any such removal or towing shall be done in accordance with the provisions of the Wheeling Municipal Code.

(4) The manager of the Complex or the manager's designated representative shall, in cooperation with the Village Police Chief, make an inspection of the parking area(s) and private streets and shall determine what, if any, traffic signs, signals or markings are believed necessary for the safe and efficient movement of traffic. The Chief of Police shall determine the necessity of traffic signs or markings for the safe and efficient movement of traffic and shall implement other measures as may be required by the Illinois Vehicle Code. The Complex shall bear the cost of installation of such signs, signals and markings that are determined to be required and the expense of the maintenance of such signs, signals and markings.

(5) The Complex grants to the Wheeling Police Department permission to enter upon the Complex for the purpose of enforcement of traffic and parking violation judgments by use of a vehicle immobilizer or wheel locks.

(6) This Agreement shall continue in full force and effect for a period of five (5) years from the date of its execution and shall be renewed automatically for additional periods of like duration, not to exceed twenty (20) years. Either party to this Agreement may terminate the Agreement by giving thirty (30) days notice, in writing, to the other party.

(7) The legal description of said Complex is attached hereto and made a part hereof as Exhibit "A." A depiction of said Complex, including the parking areas and private streets is attached hereto and made a part hereof as Exhibit "B."

(8) The Complex agrees to indemnify, hold harmless, and defend the Village of Wheeling, its officers, officials, agents, and employees and each of them from any and all claims, demands, liabilities, losses, and expenses, including but not limited to covert costs and attorneys' fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, out of the Village's performance of the terms of this Agreement.

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(9) A fully executed copy of this Agreement shall be recorded in the Office of the Recorder of Deeds of the County of Cook, as provided for by statute.

(10) The Post Office address of the Complex is Foster Premier, Inc., 750 West Lake Cook Road, Suite 190, Buffalo Grove, Illinois 60089. A list of the Permanent Tax Index Number(s) is attached hereto and made a part hereof as Exhibit "A."

(11) The following private streets are located within the Complex and the Complex desires the enforcement by the Wheeling Police Department of all posted traffic regulations and other traffic regulations on said streets or parking areas as set forth in the Wheeling Municipal Code and Illinois Compiled Statutes, Chapter 625.

- Unnamed asphalt emergency vehicle access road running north-south adjacent to the west side of 715 Astor Lane and 720 Prestwick Lane

(12) At such time as this Agreement becomes effective, and traffic and parking regulations are thereby established for the parking areas and private streets pursuant to this Agreement, it 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 Wheeling Municipal Code.

(13) The Complex 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 identified by the Village as necessary to regulate motor vehicle traffic and/or motor vehicle parking in or around the parking areas and/or private streets. When practicable, the Village will provide advance notice to the Complex of any anticipated need for such signs and/or pavement markings.

(14) The Village shall, at least once per year, inspect said parking areas and private streets 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,

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repair, and/or replacement, the Complex, 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.

(15) The Complex hereby authorizes the Village to enforce State or Local laws, not specifically referenced herein in the parking areas and on the private streets.

(16) Whenever notice is required to be sent to the Village, it shall be addressed as follows:

Village Clerk
Village of Wheeling
2 Community Boulevard
Wheeling, Illinois 60090

With a copy to: Police Chief
Village of Wheeling
1 Community Boulevard
Wheeling, Illinois 60090

And whenever notice is required to be sent to the Complex, it shall be addressed as follows:

Astor Place Property Manager
Foster Premier, Inc.
750 West Lake Cook Road, Suite 190
Buffalo Grove, Illinois 60089

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.

(17) The Complex hereby warrants and covenants that it has the full power and authority to enter into this Agreement with the Village.

(18) This Agreement constitutes the entire understanding between the Village and the Complex 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.

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(19) 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.

(20) 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.

(21) 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.

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

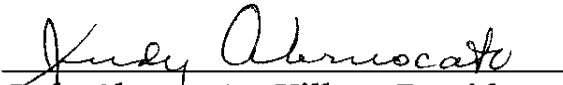
IN WITNESS WHEREOF, the parties hereto have caused this instrument, consisting of six (6) pages, this page included, to be executed this 17th day of March, 2011.

BY: 
President

ATTEST:

Secretary

THE VILLAGE OF WHEELING, an Illinois Municipal Corporation,

BY: 
Judy Abruscato, Village President

ATTEST:


Elaine E. Simpson, Village Clerk

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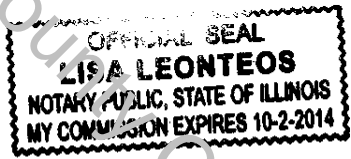
STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, Lisa Leonteos, a Notary Public in and for and residing in said County and the State aforesaid, do hereby certify that Karin Schwender, the PRESIDENT of Aster Place Condo Assoc, personally known to me to be the same person whose name is subscribed to the foregoing Agreement, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 10th day of March, 2011.

Lisa Leonteos
 NOTARY PUBLIC

My Commission Expires:



This instrument was prepared by:
 KLEIN, THORPE AND JENKINS, LTD.
 Civic Opera Building
 20 N. Wacker Drive, Suite 1660
 Chicago, IL 60606-2903
 (312) 984-6444
 Recorder's Box 324

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EXHIBIT "A"

COMMON PROPERTIES

LOT 2 IN ASTOR PLACE, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 7, 2002 AS DOCUMENT NUMBER 0020637731, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 03-12-304-007

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EXHIBIT "B"

PARKING AREAS AND PRIVATE STREETS

