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RESOLUTION NO.: 87-15 10411 TRAN 6826 10/07/87 11 20.00  
#1609 # A \*--87-545881

COOK COUNTY RECORDER

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT  
TO EXECUTE A TRAFFIC AND PARKING REGULATION  
AGREEMENT WITH WIELAND METALS SERVICE CENTER, INC.

WHEREAS, the Wieland Metals Service Center, Inc. is desirous of entering into an agreement to provide for the regulation of traffic upon the parking areas of its property; 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 Wieland Metals Service Center, Inc. to provide for traffic regulation in the parking areas by traffic law enforcement personnel of the Village; and

WHEREAS, the Village is empowered to enter into such an agreement under its home rule powers and pursuant to Chapter 95 1/2, Illinois Revised Statutes, Section 11-209, and Chapter 24, Illinois Revised Statutes, Section 1-1-7; and

WHEREAS, Wieland Metals Service Center, Inc. has executed such a traffic agreement, a copy of which is attached hereto.

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 agreement between the Village of Wheeling and Wieland Metals Service Center, Inc. is approved and that the President be and hereby is authorized and directed to affix her signature to the traffic agreement attached hereto.

Trustee ROGERS moved, seconded by Trustee ALTIERI  
that Resolution No. 87-15 be adopted.

Trustee Abruscato AYE  
Trustee Altieri AYE  
Trustee Hartman ABSENT

Trustee Rajczak AYE  
Trustee Rogers AYE  
Trustee Whittington AYE

ADOPTED this 21st day of SEPTEMBER,  
1987, by the President and Board of Trustees of the Village of  
Wheeling, Illinois.

Sheila H. Schultz  
Sheila H. Schultz  
Village President

ATTEST:

Janet M. D'Argo  
Janet M. D'Argo  
Village Clerk

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VILLAGE OF WHEELING

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A handwritten mark or signature, possibly a stylized letter 'A' or a similar symbol, located at the bottom center of the page.

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## TRAFFIC AND PARKING REGULATION AGREEMENT

WHEREAS, WILLAND METALS SERVICE CENTER, INC.  
Lessee and Operator of the 567 Northgate Parkway,  
business center, (Hereinafter called the "Center") and the Village of  
Wheeling, Illinois, a municipal corporation (Hereinafter called the  
"Village") within which corporate jurisdiction the Center is located,  
desire to enter into an agreement for regulation of traffic and  
parking within the Center area as set forth in the legal description  
attached as Exhibit "A", and the enforcement of said traffic laws  
and ordinances by the traffic law and enforcement personnel of the  
Village;

WHEREAS, the Illinois Vehicle Code (Illinois Revised Statutes,  
Chapter 95 1/2, Sections 11-209 and 11-209.1) and the Illinois  
Municipal Code (Illinois Revised Statutes, Chapter 24, Section 1-1-7)  
provide for such agreement between the corporate authorities of a  
municipality and the lawful owner or lessee or representative of a  
business center and said statutory authority enumerates those matters  
which may be included in such an agreement.

NOW, THEREFORE, in consideration of the mutual promises contained  
herein and other good and valuable cooperation, receipt of which is  
hereby acknowledged, it is hereby agreed by and between the parties  
named above, as follows:

1. The Center 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  
Revised Statutes, Chapter 95 1/2) 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 Center area as set forth in the legal description attached as  
Exhibit "A".

2. The manager or other authorized agents of the Center are  
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 such fire  
lanes shall be borne by the Center.

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3. The Center 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 owner of said abandoned or unattended vehicles and the Center agrees that it shall be solely responsible for payment of any towing and storage fees incurred for the removal or storage of said vehicles which are not recovered from the owner or operator of the vehicles.

4. The manager of the Center or his designated representative shall make an inspection of the parking area 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 Center shall bear the cost of installation of such signs, signals and markings as are determined required.

5. This agreement shall continue in full 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. Either party to this agreement may terminate the agreement by giving thirty (30) days notice in writing to the other party.

6. The legal description of said Center is attached hereto and made a part hereof as Exhibit "A".

7. The Center agrees to indemnify, hold harmless, and defend the Village of Wheeling, its officers, agents, and employees and each of them from any and all claims, demands, liabilities, losses, and expenses, including covert costs and attorneys' fees arising out of the towing and/or incidental storage of any vehicle.

8. 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.

9. The Post Office address of the Center is: 567 Northgate  
Parkway.

10. The Center desires the enforcement by the Wheeling Police Department of all posted traffic regulations and other traffic regulations as set forth in the Wheeling Municipal Code and Illinois Revised Statutes, Chapter 95 1/2.

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IN WITNESS WHEREOF, the parties hereto have caused this instrument, consisting of three (3) pages, this page included, to be executed this 14th day of September, 1987.

BY: \_\_\_\_\_

Pedro E. Maysdr  
Exec. Vice-President

ATTEST:

Heike G. Schulte  
Asst. Secretary

THE VILLAGE OF WHEELING

BY: \_\_\_\_\_

Sheila H. Schulte  
Village President

ATTEST:

Janet M. D'Arzo

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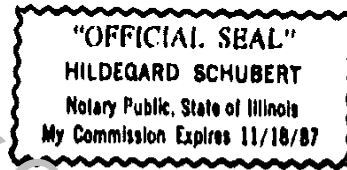
STATE OF ILLINOIS }  
COUNTY OF C O O K } SS

I, HILDEGARD SCHUBERT, a Notary Public in and for and residing in said County and the State aforesaid, do hereby certify that PEDRO L. HANSEN, JR. President of WILSON METALS, 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 the 15th day of September, 1987.

Hildegard Schubert  
NOTARY PUBLIC

My Commission Expires:



This Instrument was Prepared by:

James A. Rhodes  
Village Attorney  
Village of Wheeling  
255 W. Dundee Road  
Wheeling, IL 60090  
312/459-2600

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## EXHIBIT "A"

### Legal Description"

WIELAND METAL SERVICE CENTER, INC.  
567 Northgate Parkway  
Wheeling, Illinois

LOTS 2 THRU 9, BOTH INCLUSIVE, IN NORTHGATE INDUSTRIAL CENTER  
BEING A SUBDIVISION IN PART OF SECTIONS 2 AND 3 TOWNSHIP 42  
NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 16, 1978 AS  
DOCUMENT 24329400 IN COOK COUNTY, ILLINOIS.

### PERMANENT TAX NUMBERS:

03-03-203-002 - Lot 2  
03-03-203-003 - Lot 3  
03-03-203-004 - Lot 4  
03-03-203-005 - Lot 5  
03-03-203-006 - Lot 6  
03-03-203-007 - Lot 7  
03-03-203-008 - Lot 8  
03-03-203-009 - Lot 9

BEO  
AD

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OFFICIAL BUSINESS  
OFFICE OF WHEELING

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parking within the Center area as set forth in the legal description  
attached as Exhibit "A", and the enforcement of said traffic laws  
and ordinances by the traffic law and enforcement personnel of the  
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OFFICIAL RECORDS  
VILLAGE OF WHEELING



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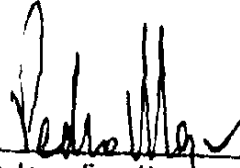
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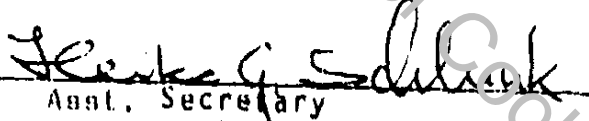
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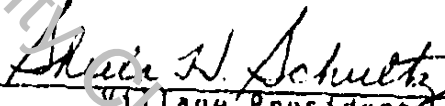
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BY:   
Pedro E. Mayber  
Exec. Vice-President

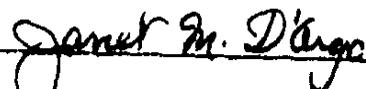
ATTEST:

  
Frank G. Schulz  
Asst. Secretary

THE VILLAGE OF WHEELING

BY:   
Alice H. Schultz  
Village President

ATTEST:

  
Janet M. D'Angelo

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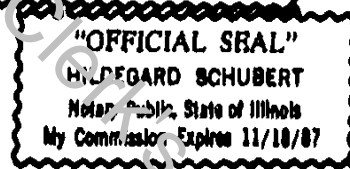
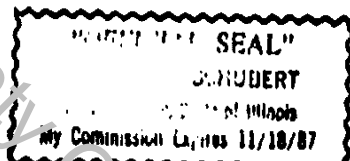
STATE OF ILLINOIS )  
COUNTY OF C O O K ) SS

I, HILDEGARD SCHUBERT, a Notary Public in and for and residing in said County and the State aforesaid, do hereby certify that Pedro E. HAYSER, EVP, President of WIELAND METALS, 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 the 15th day of September, 1987.

Hildegard Schubert  
NOTARY PUBLIC

My Commission Expires:



This Instrument was Prepared by:

James A. Rhodes  
Village Attorney  
Village of Wheeling  
255 W. Dundee Road  
Wheeling, IL 60090  
312/459-2600

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OFFICIAL BUSINESS  
VILLAGE OF WHEELING

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03-03-203-008  
03-03-203-009

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OFFICIAL BUSINESS  
VILLAGE OF WHEELING