



# Agenda Cover Memorandum

Meeting Date: March 20, 2017

Meeting Type:  COW (Committee of the Whole)  City Council  Budget Workshop

Item Title: Approve an agreement with Bristol Court Condominium Association located at 2300 Windsor Mall regulating parking lot use, parking of motor vehicles, and control vehicular traffic in the City of Park Ridge, Cook County, Illinois

Action Requested:

<input checked="" type="checkbox"/>	Approval	<input type="checkbox"/>	For discussion
<input type="checkbox"/>	Feedback requested	<input type="checkbox"/>	For your information

Staff Contact: Frank Kaminski, Chief of Police  
Phone Number: 847 /318-5261  
Email Address: fkaminsk@parkridgepolice.org

Background:  
This matter is brought before you primarily as a housekeeping issue.

An agreement allows parking enforcement personnel to go on to private property and enforce the posted regulations as part of their normal patrols. The process includes having an executed agreement signed by both parties, the agreement recorded at the Cook County Recorder of Deeds, and the business is billed annually in January. Agreements are for five-years which renew automatically for 1 year up to 20 years, unless it is terminated by either party. Either party may terminate by providing notice. All agreements are pro-rated according to its approval date. The agreements are reviewed by Legal and must be approved by the City Council

In 2014, City staff conducted an audit of the Parking Enforcement Agreement for private properties. The Illinois Vehicle Code (625 ILCS 5/11-209 and 5/11-209.1) permits municipalities to enforce parking restrictions on private streets, roads, and parking areas at schools, hospitals, churches, condominium complexes, apartment complexes and shopping centers, as long as there is an agreement.

A fee schedule was developed based on the number of parking spaces within the parking lot:

- 1-25 parking spaces \$150.00
- 26-100 parking spaces \$300.00
- 101-300 parking spaces \$600.00
- 301 and over parking spaces – will separately contract

In 2014 during the audit, no response was received from Bristol Court. Recently, Mr. Lafferty, the condominium board manager, contacted the City with an interest to move forward and execute an agreement. There are 750 parking spaces at Bristol Court. The agreement is attached. It has been reviewed by Legal. Finance will prorate the annual fee of \$750.00.

This item was discussed at the March 13, 2017 Committee of the Whole meeting, and passed 5-0, (Alderman Mazzuca abstained, Alderman Shubert was absent).

Recommendation:  
Approve an agreement with Bristol Court Condominium Association located at 2300 Windsor Mall regulating parking lot use, parking of motor vehicles, and control vehicular traffic in the City of Park Ridge, Cook County, Illinois.

Attachments:

- Agreement

Prepared by and after  
Recording return to:

City Attorney  
City of Park Ridge  
500 Butler Place  
Park Ridge, Illinois 60068

(space above reserved for recorder)

**AGREEMENT FOR ENFORCEMENT OF THE ILLINOIS VEHICLE CODE  
AND CITY ORDINANCES IN PARKING AREAS AND ON PRIVATE STREETS**

**THIS AGREEMENT** ("*Agreement*") is entered into this 31<sup>st</sup> day of January 2017, ("*Effective Date*") by and between the City of Park Ridge, Cook County, Illinois, an Illinois municipal corporation ("*City*") and Bristol Court Condominium Association, the owner of the property located at 2300 Windsor Mall, Park Ridge, Illinois ("*Owner*").

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

**WHEREAS**, Section 11-209.1 of the Illinois Vehicle Code, 625 ILCS 5/11-209.1, authorizes the City to enter into agreements to regulate and control motor vehicle traffic on private roads and streets in the City; and

**WHEREAS**, Sections 11-209 and 11-209.1 of the Illinois Vehicle Code will be collectively referred to as "Vehicle Code" in this Agreement; and

**WHEREAS**, Owner is the "owner," as that term is defined by the Vehicle Code, of the property commonly known as Bristol Court Condominium Association and described more fully on Exhibit A to this Agreement ("*Property*"); and

**WHEREAS**, Owner desires to authorize the City to enforce regulations contained in the Vehicle Code and the City of Park Ridge Municipal Code ("*City Code*") regarding motor vehicle traffic and parking on the Property.

**NOW THEREFORE**, in consideration of the recitals set forth above and the provisions and conditions set forth below and in furtherance of the City's home rule powers, the parties hereby agree as follows:

1. The foregoing recitals are incorporated into this Agreement as if fully set forth herein.
2. The City shall have full and complete authority to enforce the motor vehicle traffic and parking regulations contained in the Vehicle Code and the City Code on the Property. This authorization should not be construed as a guarantee by the City that there will be enforcement action in any particular case. However, the City agrees to utilize its best efforts to enforce this Agreement consistent with its other responsibilities and functions.
3. Upon the Effective Date of this Agreement, it will be an offense for any person to violate any motor vehicle traffic or parking regulation contained in the Vehicle Code or City Code on the Property. Any such offense will be punishable by any one or more of the penalties authorized by the City Code, including but not limited to fines, immobilization or towing of the vehicle, or other penalty. Fines will be imposed, collected, and deposited in accordance with the City's customary procedures.
4. Owner shall pay to the City an annual fee of \$ 750.00 as consideration for the City's enforcement of the motor vehicle traffic and parking regulations on the under this Agreement. The City may increase this fee upon 60 days prior written notice to Owner.
5. Owner, at its sole expense, agrees to erect, post, install, and maintain all signs, parking area improvements, and pavement markings necessary to enforce the Vehicle Code and the City Code, as determined by the City in its sole discretion.
6. This Agreement is for a period of 5 years from the Effective Date ("*Initial Term*") and will automatically renew for successive periods of one year each after the Initial Term, not to exceed a total period of 20 years. Either party may cancel this Agreement at any time by providing thirty 30 days advance written notice to the other party of its intent to cancel the Agreement.
7. Owner hereby releases, indemnifies, protects and holds harmless the City, its elected and appointed officials, officers, directors, employees, volunteers, agents, contractors, subcontractors, and representatives against and from any and all demands, claims, actions, damages, liabilities, obligations, losses, costs and expenses (including attorneys' fees and costs) arising out of or in any way related to this Agreement.
8. This Agreement shall be binding upon the parties' heirs, successors, assigns, executors, and administrators.
9. This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements between the parties. This Agreement may not be modified or terminated except in writing executed by the parties.
10. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. The venue for all disputes arising out of, under, or related to this Agreement shall be the Circuit Court of Cook County, Illinois.

11. Notices delivered pursuant to this Agreement shall be deemed effective upon receipt, and all notices shall be personally delivered or sent via certified mail, return receipt requested, to the following addresses:

CITY  
 City of Park Ridge  
 Attn: City Manager  
 Attn: Police Chief  
 505 Butler Place  
 Park Ridge, Illinois 60068

OWNER  
~~Bristol Court Condominium Association~~  
 Attn: Marianne Sachs  
 Attn: Property Manager  
~~2300 Windsor Mall~~  
 ParkRidge IL. 60068

12. This Agreement will be recorded, at Owner's sole expense, with the Office of the Cook County Recorder of Deeds, and this Agreement will not be effective until three days after the date of recording.
13. This Agreement may be executed in any number of counterparts, with each counterpart deemed to be an original.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by their duly authorized officers on the Effective Date set forth above.

**CITY OF PARK RIDGE**

**OWNER**

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

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

Its \_\_\_\_\_

Its \_\_\_\_\_

ATTEST:

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

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

Its \_\_\_\_\_

Its \_\_\_\_\_

**EXHIBIT A**

**PROPERTY DESCRIPTION**

*[INSERT PROPERTY'S LEGAL DESCRIPTION] : attached exhibit A1*

*[INSERT PROPERTY'S PIN] : 09-34-102-045-1001 thru 09-34-102-045-1450*

*[INSERT PROPERTY'S ADDRESS] : attached exhibit A1*

4818-8898-0033, v. 1

## EXHIBIT A1 - LEGAL DESCRIPTION

*Legal Description of Parcel.* The parcel hereby submitted to the provisions of the Condominium Property Act is legally described as follows

### Parcel 1

All of Lot 'A' in Sellergren's Bristol Court being a subdivision of parts of Lots 8 and 10 in the owner's partition of Lots 30 to 33 in the County Clerk's division of the Northwest<sup>1</sup>/<sub>4</sub> of Section 34, Township 41 North, Range 12, East of the Third Principal Meridian according to the plat thereof recorded June 10, 1966 as document 19852990 in Cook County, Illinois.

### ALSO

### Parcel 2

All first addition to Sellergren's Bristol Court, being a Subdivision of Lot 5 (including that part thereof falling in Lot 1 of Decanini Resubdivision as recorded on November 7, 1963 as Document No. 18964943) and Lot 7 except the West 327.60 feet thereof in owner's partition of Lots 30, 31, 32 and 33 of the County Clerk's Division of the Northwest quarter of Section 34, Township 41 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois.

### Property Addresses:

400 Ascot Drive  
401 Ascot Drive  
2400 Arch bury Lane  
2500 Arch bury Lane  
200 Thames Parkway  
201 Thames Parkway  
300 Thames Parkway  
400 Thames Parkway  
500 Thames Parkway  
600 Thames Parkway  
2300 Windsor Mall  
2400 Windsor Mall  
2500 Windsor Mall  
2600 Windsor Mall