

**RESOLUTION NO. 19-R-54**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A PROPERTY USE AGREEMENT WITH THE ROLLING MEADOWS COMMUNITY CHURCH**

**WHEREAS**, the City conducts events consisting, in part, of the City Markets; and

**WHEREAS**, the City has held the City Market events at the Rolling Meadows City Hall; and

**WHEREAS**, the City has requested the Rolling Meadows Community Church allow the City to use the Church's property for the City Markets; and

**WHEREAS**, the Church has agreed to allow the City to use a portion of the Church property for the City Markets.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Rolling Meadows, Cook County, Illinois, that the City Manager is hereby authorized and directed to execute and deliver, on behalf of the City, a Property Use Agreement in a form attached hereto as Exhibit "A," subject to the approval of the City Manager and the City Attorney.

YEAS: Banger, D'Astice, Williams, Cannon, Budmats, Majikes, Gallo

NAYS: 0

ABSENT: 0

Passed and approved this 9<sup>th</sup> day of April, 2019.

  
\_\_\_\_\_  
Len Prejna, Mayor

ATTEST:

  
\_\_\_\_\_  
Judith Brose, Deputy City Clerk

**PROPERTY USE AGREEMENT**

This Property Use Agreement (“Agreement”) made and entered into this 2<sup>nd</sup> day of April, 2019 by and between the City of Rolling Meadows (“City”) and the Community Church of Rolling Meadows (“Church”) collectively referred to herein as (“Parties”).

**WITNESSETH:**

WHEREAS, the City conducts certain events throughout the course of the year which include, the Rolling Meadows City Market (“City Market” or “Events); and

WHEREAS, the City previously conducted the City Market events at the Rolling Meadows City Hall; and

WHEREAS, the Church owns the property commonly known as 2720 Kirchoff Road, Rolling Meadows, Illinois (“Church Property”); and

WHEREAS, the City has requested that the City Market events take place on the Church Property; and

WHEREAS, The Church has agreed to allow the City to conduct the City Market events on the Church Property; and

WHEREAS, the City’s use of the Church Property shall be as substantially depicted in the attached Exhibit “A.”

NOW, THEREFORE, in consideration of the mutual covenants and conditions as set forth herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Church will allow the City access to and use of a portion of the Church Property for the City's City Markets on the fourth Saturdays in May, June, August and September, and on the third Saturday in July, 2019. The City shall use the Property for City and general parking, picnic area, food trucks, mini-golf course, Bounce House and vendor locations, as substantially depicted in the attached Exhibit “A.” The City agrees that, upon the completion of each of these Events, the City will leave the Church Property in the same condition as existed prior to the City's use of the Church Property following an Event.
  
2. The Church shall allow the City to place reasonable signage on the Church Property one (1) week prior to each of the Events. The City shall remove the signage within one (1) week after an Event. The City agrees to include the Church on all marketing materials and displays advertising the Events.

3. The City agrees to allow the Church as many booth spaces as the Church may request for the Events at no cost to the Church.
4. The City, at its expense, shall provide at least two (2) porta-potties for each of the City Market Events.
5. The City acknowledges that there shall not be any access to the Church's building. The Church will not provide any electricity for the events until such time as the City and the Church shall agree to the City's payment to the Church for the estimated additional cost to the Church to provide electricity.
6. The City agrees to pay the Church an amount equal to the Church's expense for one (1) application of fertilizer to the Church's lawn, if deemed reasonably necessary by the Church as a direct result of the City's Events.
7. The Parties shall provide each other with evidence of the following insurance coverages during the term of this Agreement:

A.

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence of personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.

Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

2. Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and employers' liability insurance.

B. General Liability and Automobile Liability Coverages.

1. Each Party's insurance policy shall name the other Party, its officials, agents, employees and volunteers as additional insureds as respects liability arising out of a Party's activities performed by or on behalf of the Party as contemplated by this Agreement;

premises owned, leased or used by the Party; or automobiles owner, leased, hired or borrowed by the Party. The coverage shall contain no special limitations on the scope of protection afforded to the Party, its officials, agents, employees and volunteers.

2. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Party, its officials, agents, employees and volunteers.
3. The Parties' insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Party shall be required to name the member, its officials, agents, employees and volunteers as additional insureds.
5. All general liability coverages shall be provided on an occurrence policy form.

C. Workers' Compensation and Employers' Liability Coverage.

Each Party shall agree to waive all rights of subrogation against the other Party, its officials, agents, employees and volunteers.

D. All Coverages.

Each insurance policy required by this paragraph shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the other Party.

E. Verification of Coverage.

Each Party shall furnish the other Party with certificates of insurance naming the other Party, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required by this paragraph. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

9. To the fullest extent permitted by law, each party hereby agrees to defend and indemnify the other party, its officials, agents, volunteers and employees, against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs and expense, which may in anywise accrue against the other party, its officials, agents, volunteers and employees, arising in whole or in part or in consequence of the performance of this Agreement by the indemnifying party, its officials, agents, volunteers and employees, or which may in anywise results therefore, except that arising out of the legal cause of the indemnified party, its officials, agents, volunteers and employees. The party shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the indemnified party, its officials, agents, volunteers and employees, in any such action the indemnifying party shall, at its own expense, satisfy and discharge the same.
10. This Agreement shall terminate on December 31, 2019, provided, however that the provisions set forth in paragraphs 8 and 9 shall survive the termination of this Agreement.
11. Any notice of communication required or desirable under this Agreement shall be in writing and shall be deemed sufficiently given only if delivered in person or sent by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to City:

City of Rolling Meadows  
3600 Kirchoff Road  
Rolling Meadows, IL 60008  
Attn: Mr. Barry Krumstok  
City Manager

With a copy to:

Mr. James E. Macholl  
STORINO, RAMELLO & DURKIN  
9501 W. Devon Avenue, 8th Floor  
Rosemont, IL 60018

If to Church:

Community Church of Rolling Meadows  
2720 Kirchhoff Rd  
Rolling Meadows, IL 60008

or to such other person or address as the person entitled to such notice or communication may have specified in a notice duly given by the sender as provided herein. Such notice or communication shall be deemed to have been given as of the date so delivered or mailed.

12. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
13. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed in such state.
14. This Agreement contains the entire understanding between the parties and supersedes any prior understanding and agreements between them respecting the within subject matter. There are no representations, agreements, or understandings, oral or written, by and among the parties hereto, relating to the subject matter of this Agreement, which are not fully expressed herein.
15. The invalidity of any provision of this Agreement shall not, in any manner, affect the validity of any other provision hereof and each and every provision of this Agreement shall be enforceable regardless of the invalidity, if any, of any other provision hereof.
16. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original hereof and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

CITY OF ROLLING MEADOWS

By: Bry Krumholz  
City Manager

COMMUNITY CHURCH OF ROLLING MEADOWS

By: Ross Surt  
Its: TRUSTEE CHAIR PERSON

ATTEST:

Andria Bross  
Deputy City Clerk