

A RESOLUTION TO APPROVE AN AGREEMENT BETWEEN THE CITY OF ROLLING MEADOWS AND THE MEADOW EDGE IMPROVEMENT ASSOCIATION FOR SIDEWALK AND PARKING BAY IMPROVEMENTS WITHIN MEADOW EDGE SUBDIVISION

NOW THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Rolling Meadows, Illinois, that the Sidewalk and Parking Bay Improvement Agreement for the Meadow Edge Improvement Association, within the Meadow Edge Subdivision, to provide certain construction and construction oversight services, between the City of Rolling Meadows and the Meadow Edge Improvement Association, a copy of which is attached hereto as Exhibit A is hereby approved.

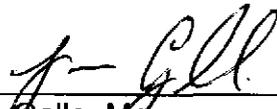
The estimated cost for the improvements requested and proposed by the Association, for the sidewalk and parking bay areas is established at approximately \$50,250.05.

YEAS: Bisesi, D'Astice, Sanoica, Cannon, Budmats, O'Brien

NAYS: 0

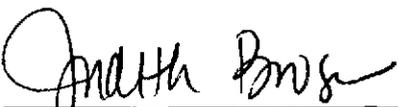
ABSENT: Vinezeano

Passed and approved this 23rd day of June, 2020.



Joe Gallo, Mayor

ATTEST:



Judith Brose, Deputy City Clerk

**MEADOW EDGE IMPROVEMENT ASSOCIATION
SIDEWALK AND PARKING BAY IMPROVEMENT AGREEMENT**

THIS Agreement (“Agreement”) made and entered into this ____ day of May, 2020, by and between the City of Rolling Meadows (“City”) an Illinois Municipal Corporation and Meadow Edge Improvement Association, an Illinois not-for-profit corporation (“Association”) (collectively referred to herein as the (“Parties”))

WITNESSETH:

WHEREAS, the City proposes to improve a portion of the City’s dedicated right-of-way within the Meadow Edge Development (“City Improvements”); and

WHEREAS, the Association and the City have agreed for the City to enter into a contract with Builders Paving LLC. (“Contractor”) to also remove and replace portions of the sidewalks and portions of the Parking Bays located within the Meadow Edge Development (“Meadow Edge Improvements”) in conjunction with the City Improvements (“Contract”); and

WHEREAS, the estimated cost of the Meadow Edge Improvements is \$50,250.05, which estimate will be adjusted based upon the actual measured improvements upon completion and acceptance of the Meadow Edge Improvements (“Association Cost”); and

WHEREAS, the Meadow Edge Improvements shall be in accordance with the plans and specifications prepared by Christopher B. Burke Engineering, Ltd. dated _____, 2020 (“Plans”); and

WHEREAS, the Association has reviewed and approved the Plans relative to the Meadow Edge Improvements; and

WHEREAS, the City proposes to let the Contract to the Contractor for both the City Improvements and the Meadow Edge Improvements; and

WHEREAS, the City would not enter into the Contract with the Contractor for the Meadow Edge Improvements if the Association had not entered into this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The recitals set forth above are hereby incorporated herein as though set forth verbatim.

2. The City will enter into the Contract for the City Improvements and the Meadow Edge Improvements. The City and the Association, through the City Engineer, shall supervise the construction determine if the construction of the Meadow Edge Improvements are in accordance with the Plans as approved by both the City and the Association.

3. The Association hereby grants the City and the Contractor, a non-exclusive easement ("Easement") over the Meadow Edge Development for the completion of the Meadow Edge Improvements. The Easement shall terminate upon the completion and acceptance of the Meadow Edge Improvement by the City Engineer.

4. The City shall require the Contractor to provide the Association with a Certificate of Insurance with such coverage and amounts as required by the City's Contract with the Contractor. The Certificate of Insurance shall provide for the Association to be named as an additional insured.

5. The Association shall pay the City the amount of the Association Cost within six (6) months from the date of the City Engineer's acceptance of the Meadow Edge Improvements. Any balance due the City after six (6) months from the City's acceptance of the Meadow Edge Improvements shall bear interest at the rate of 9% per annum.

6. All reasonable attorney's fees and court costs incurred by the prevailing party in an action to construe or enforce this Agreement against a defaulting party shall be paid by the defaulting party.

7. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given (a) on the same date as the date on which such notice is delivered personally or sent by fax or email, (b) on the date that is three (3) business days after the date on which such notice is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or (c) on the date that is one (1) business day after the date on which such notice is sent by overnight courier services (such as FedEx or any other national courier service), and, in each case, addressed to the applicable party and its attorney at their addresses set forth below (or to such other address as either party may from time to time specify in a written notice to the other in accordance with the terms hereof:

If to the City: City of Rolling Meadows
3600 Kirchoff Road
Rolling Meadows, Illinois 60008
Attn: Barry Krumstok, City Manager
Phone: (847) 394-8500
Email: krumstok@cityrm.org

and cc: James E. Macholl
Storino, Ramello & Durkin
9501 W. Devon, 8th Floor
Rosemont, Illinois 60018
Phone: (847) 318-9500
Fax: (847) 318-9509
Email: jmacholl@srd-law.com

If to the Association: Saralyn Clifton, Propertymgr.
c/o First Service Residential
847-777-7095
25 Northwest Point Blvd
and cc: Suite 330
Elk Grove Village, IL 60007

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

9. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Furthermore, executed counterparts of this Agreement may be delivered by facsimile or other reliable electronic means (including emails of PDF documents) and such facsimile or other electronic transmission shall be valid and binding for all purposes when transmitted to and actually received by the other party. Notwithstanding the foregoing each party delivering executed documents by facsimile or other electronic means agrees to provide the other party with an original, hard copy of the relevant signed documents promptly after the request of the other party.

10. Time is of the essence of this Agreement.

11. The City and the Association each acknowledge that: (a) they have been represented by independent counsel in connection with this Agreement; (b) they have executed this Agreement with the advice of such counsel; and (c) this Agreement is the result of arm's length negotiations between the parties hereto and the advice and assistance of their respective counsel. Notwithstanding any rule of law to the contrary: (y) the fact that this Agreement was prepared by Purchaser's counsel as a matter of convenience shall have no import or significance, and any uncertainty or ambiguity in this Agreement shall not be construed against Purchaser because Purchaser's counsel prepared this Agreement; and (z) no deletions from prior drafts of this Agreement shall be construed to create the opposite intent of the deleted provisions.

12. Waiver of Jury Trial. Seller and Purchaser knowingly, voluntarily and intentionally waive any right to trial by jury in respect to any litigation arising out of, under or in connection with this Agreement or the transaction described herein

IN WITNESS WHEREOF, the Parties have set their hands and seals on the date first above written.

Meadow Edge Improvement Association:

City of Rolling Meadows:

* By: Marla Dan
ITS 6-17-20

By: J. Gill
Mayor

ATTEST

BY: Carolyn K. Clifton
ITS: 6-17-20

ATTEST:

Janita Pross
Deputy City Clerk