

**A RESOLUTION TO APPROVE AN AGREEMENT BETWEEN THE CITY OF ROLLING MEADOWS AND THE PLUM TREE HOMES ASSOCIATION FOR PARKING BAY IMPROVEMENTS WITHIN THE PLUM TREE HOMES DEVELOPMENT**

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

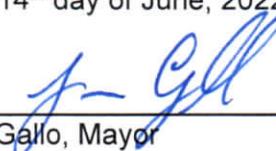
The estimated cost for the improvements requested and proposed by the Association, for the parking bay area is established at approximately \$45,906.90, pending final review by the City Manager and City Attorney.

AYES: Budmats, O'Brien, Bisesi, Sanoica

NAYS: 0

ABSENT: Vinezeano, Reyez, McHale

Passed and approved this 14<sup>th</sup> day of June, 2022.

  
\_\_\_\_\_  
Joe Gallo, Mayor

ATTEST:

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

**PLUM TREE HOMES ASSOCIATION  
2022 PARKING BAY IMPROVEMENT AGREEMENT**

This Agreement (“Agreement”) made and entered into this 3rd day of June, 2022, by and between the City of Rolling Meadows (“City”) an Illinois Municipal Corporation and Plum Tree Homes 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 Plum Tree Homes Development (“City Improvements”); and

WHEREAS, the Association and the City have agreed for the City to enter into a contract with A Lamp Concrete Contractors, Inc., (“Contractor”) to also remove and replace portions of the Parking Bays located within the Plum Tree Homes Development (“Plum Tree Homes Improvements”) in conjunction with the City Improvements (“Contract”); and

WHEREAS, the estimated cost for the Plum Tree Homes Improvements is \$45,906.90, which estimate could be adjusted (not to exceed 10% of the estimated cost) based upon the actual measured improvements after completion and acceptance of the Plum Tree Homes Improvements (“Association Cost”); and

WHEREAS, the Plum Tree Homes Improvements shall be in accordance with the plans and specifications prepared by Christopher B. Burke Engineering, Ltd. dated March 9, 2022 (“Plans”); and

WHEREAS, the Association has reviewed and approved the Plans relative to the Plum Tree Homes Improvements; and

WHEREAS, the City has decided to let the Contract to the Contractor for both the City Improvements and the Plum Tree Homes Improvements; and

WHEREAS, the City would not enter into the Contract with the Contractor for the Plum Tree Homes 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 Plum Tree Homes Improvements. The City and the Association, through the City Engineer, shall supervise the construction to determine if the construction of the Plum Tree Homes 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 temporary easement or right ("Easement") over the Plum Tree Homes Development for the completion of the Plum Tree Homes Improvements. The Easement shall terminate upon the completion and acceptance of the Plum Tree Homes 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 Plum Tree Homes Improvements. Any balance due the City after six (6) months from the City's acceptance of the Plum Tree Homes Improvements shall bear interest at the rate of 4% 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: Rob Sabo, City Manager  
Phone: (847) 394-8500  
Email: [sabor@cityrm.org](mailto:sabor@cityrm.org)

and cc:

James E. Macholl  
Storino, Ramello & Durkin  
9501 W. Devon, 8<sup>th</sup> Floor  
  
Rosemont, Illinois 60018  
Phone: (847) 318-9500  
Fax: (847) 318-9509  
Email: [jmacholl@srd-law.com](mailto:jmacholl@srd-law.com)

If to the Association:

Villa Management  
7370 N. Lincoln Ave. Suite A  
Lincolnwood, IL 60712  
Attn: Gordon Schiavone  
Senior Property Manager  
Phone: (847) 367-4808  
Email: [gordon@villamgt.com](mailto:gordon@villamgt.com)

and cc:

David J. Bloomberg, Principal  
Chuhak & Tecson, P.C.  
120 South Riverside Plaza, Suite 1700  
Chicago, IL 60606-3911  
Phone: (312) 444-9300  
Fax: (312) 444-9027  
Email: [dbloomberg@chuhak.com](mailto:dbloomberg@chuhak.com)

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: they have been represented by counsel in connection with this Agreement; they have executed this Agreement with the advice of such counsel; and 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: the fact that this Agreement was prepared by the City'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 the City because City's counsel prepared this Agreement; and 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. The City and the Association 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.

Plum Tree Homes Association:

City of Rolling Meadows:

By: Mah Whitcomb  
ITS BOARD PRESIDENT

By: J. Gill  
Mayor

ATTEST  
BY: Elizabeth Ware  
ITS: BOARD SECRETARY

ATTEST:  
Andi Brose  
Deputy City Clerk

CHRISTOPHER B. BURKE ENGINEERING, LTD.  
 PREPARED BY: R. LINDEMAN

CITY OF ROLLING MEADOWS  
 2022 RECONSTRUCTION PROGRAM  
 CBEL PROJECT NO. 98361BR6W2

PLUM TREE HOMES SHARE OF AWARDED CONSTRUCTION COST

STREET	PRIVATE PARKING BAY IMPROVEMENT														
	DRIVEWAY PAVEMENT REMOVAL (SQ YD)			EARTH EXCAVATION (CU YD)			AGG BASE COURSE, TY B 6" (SQ YD)			HMA DRIVEWAY PAVEMENT, 3" (SQ YD)			PAVEMENT MARKINGS, 4" (LF)		
	UNIT PRICE: \$	TOTAL COST	5.50	UNIT PRICE: \$	TOTAL COST	40.50	UNIT PRICE: \$	TOTAL COST	9.55	UNIT PRICE: \$	TOTAL COST	29.00	UNIT PRICE: \$	TOTAL COST	n/a
ALDER COURT	140.0	\$ 770.00	0.0	\$ -	0.0	\$ -	0.0	\$ -	140.0	\$ 4,060.00	0.0	\$ -	0.0	\$ -	-
CROFTWOOD COURT	136.0	\$ 748.00	0.0	\$ -	0.0	\$ -	0.0	\$ -	136.0	\$ 3,944.00	0.0	\$ -	0.0	\$ -	-
EDGEWOOD COURT	182.0	\$ 1,001.00	5.0	\$ 202.50	25.0	\$ 248.50	208.0	\$ 6,032.00	208.0	\$ 7,163.00	0.0	\$ -	0.0	\$ -	-
GREEN MEADOW COURT	215.0	\$ 1,182.50	6.0	\$ 243.00	32.0	\$ 305.60	247.0	\$ 7,163.00	247.0	\$ 7,163.00	0.0	\$ -	0.0	\$ -	-
HEATHER COURT	205.0	\$ 1,127.50	7.0	\$ 283.50	40.0	\$ 382.00	245.0	\$ 7,105.00	245.0	\$ 7,105.00	0.0	\$ -	0.0	\$ -	-
KIMBERRY COURT	125.0	\$ 687.50	0.0	\$ -	0.0	\$ -	125.0	\$ 3,625.00	125.0	\$ 3,625.00	0.0	\$ -	0.0	\$ -	-
MAYBERRY COURT	197.0	\$ 1,083.50	0.0	\$ -	0.0	\$ -	197.0	\$ 5,713.00	197.0	\$ 5,713.00	0.0	\$ -	0.0	\$ -	-
<b>TOTAL AWARDED COST</b>		\$ 6,600.00		\$ 729.00		\$ 935.90		\$ 37,642.00		\$ 45,906.90		\$ -		\$ -	

Notes:

No Existing Parking Blocks, No Existing Pavement Markings  
 Estimated quantities include provisions for removing and paving landscaping/parkway strip between parking bays at Edgewood Court, Green Meadow Court, and Heather Court.  
 Final construction cost to be determined from as-built quantities measured in place and accepted by the City of Rolling Meadows.