

TRAFFIC AND PARKING ENFORCEMENT AGREEMENT

This Traffic and Parking Enforcement Agreement ("**Agreement**") is made and entered into as of the ____ day of _____, 202_ ("**Effective Date**") between and among the **VILLAGE OF LIBERTYVILLE**, an Illinois municipal corporation ("**Village**"), and _____ ("**Owner**").

SECTION 1. RECITALS.

A. Owner is the record title owner of that certain tract of land located at _____, in Libertyville, Illinois, and legally described in **Exhibit A** attached to this Agreement ("**Property**").

B. The Property is currently improved in part with vehicular parking lots that serve the Property (collectively, the "**Parking Lots**").

C. Section 11-209 of the Illinois Vehicle Code, 625 ILCS 5/11-209, and Section 1-1-7 of the Illinois Municipal Code, 65 ILCS 5/1-1-7 authorize the Village to enter into agreements with school boards, hospitals, churches, and owners of any shopping center or apartment complex that control a parking area located within the limits of the Village to regulate the parking of automobiles and the traffic within such parking areas.

D. Owner desires to enter into an agreement with the Village in order to empower the Village to regulate the parking of motor vehicles and vehicular traffic within the Parking Lots, pursuant to the provisions of Section 11-209 of the Illinois Vehicle Code, 625 ILCS 5/11-209.

E. The Village and Owner desire to enter into this Agreement to set forth their rights and responsibilities regarding the enforcement of traffic and parking regulations by the Village within the Parking Lots.

SECTION 2. REGULATION OF TRAFFIC AND PARKING.

A. Enforcement by Village. Owner hereby authorizes the Village, and the Village hereby agrees, to enforce within the Parking Lots all generally-applicable traffic and parking regulations set forth in the "Libertyville, Illinois Municipal Code," as amended from time to time ("**Village Code**"). Specifically, and without limitation of the foregoing, the Village is hereby authorized and empowered (but is not obligated) to do each of the following within the Parking Lots, in compliance with all applicable Federal, State, and local laws, statutes, and regulations (including, without limitation, the Americans with Disabilities Act):

1. Erect stop signs, flashing signals, handicapped parking area signs or yield signs, and adopt appropriate regulations pertaining thereto or pertaining to the designation of any intersection in the Parking Lots as a stop intersection or as a yield intersection and the ordering of like signs or signals at one or more entrances to said intersection;

2. Prohibit and regulate the turning of vehicles or specified types of vehicles at intersections or other locations;

3. Regulate the crossing of any roadway in the Parking Lots by pedestrians;

4. Designate any separate roadway on the Property for one-way traffic;

5. Establish and regulate loading zones;
6. Prohibit, regulate, restrict or limit stopping, standing or parking of vehicles in specified areas on the Property;
7. Designate safety zones and fire lanes in the Parking Lots;
8. Remove and store vehicles parked or abandoned in the Parking Lots during snow storms, floods, fires and other public emergencies or found unattended in the Parking Lots, where such vehicles constitute an obstruction to traffic, or where stopping, standing or parking is prohibited; provided, however, that the cost of any such removal or storage will be borne by the owner or operator of such vehicles;
9. Install signs designating the reservation of specified parking spaces for persons with disabilities;
10. Issue citations and collect fines for violations of the Village Code and of the laws of the State of Illinois in accordance with Section 2.D of this Agreement; and
11. Establish and adopt additional reasonable rules and regulations for the respect of traffic and parking on the Property as local conditions may require for the safety and convenience of the public or the users of the Property.

B. License Granted. Owner hereby grants a non-exclusive license to the Village, and to its authorized officials, officers, employees, agents, and representatives, to enter the Property for the purpose of performing the traffic and parking enforcement authorized pursuant to this Agreement.

C. Limitation of Service. Owner acknowledges and agrees that the Village, in the exercise of its sole discretion, will determine when the press of regular police business precludes the furnishing of traffic and parking enforcement pursuant to this Agreement. Nothing in this Agreement imposes upon, or otherwise be interpreted to require of, the Village any special duty or obligation to undertake regular patrols, inspections, or examinations of any type of or on the Parking Lots of the Property.

D. Issuance of Citations. It is the sole responsibility of, and within the sole discretion of, the Village to prosecute citations for violations of the Village Code or of State law, to the extent contemplated by this Agreement; provided, however, that the Village will not issue citations for, collect fines for, or collect fines as a result of, automobile accidents in the Parking Lots except as required by the laws of the State of Illinois. All fines imposed and collected by the Village are the property of the Village. The Owner's officials, employees, agents and contractors, including, without limitation, property managers, must cooperate with the Village as necessary in the prosecution of all citations.

SECTION 3. COSTS.

Owner acknowledges and agrees that it is solely responsible, and that the Village has no obligation, for payment of the costs of installation and maintenance of all traffic control or parking signs or devices located on the Property and used in connection with the traffic and parking enforcement contemplated by this Agreement. In the event that the Village incurs any

such costs, Owner must reimburse Village for such costs within 30 days after receipt of an invoice therefor.

SECTION 4. MAINTENANCE.

Except as specifically provided to the contrary in this Agreement, Owner is responsible, at its sole cost and expense, to maintain the Parking Lots and the Property in a safe condition and in compliance with all applicable laws. This Agreement does not include, and will not be construed or applied to require the performance by the Village of, any of the following actions:

1. Striping, painting, or otherwise performing maintenance work within the Parking Lots;
2. Paving of, or snow plowing or removal in, the Parking Lots;
3. Removing debris remaining from accidents in the Parking Lots; and
4. Any other activity not expressly agreed to by the Village in this Agreement.

SECTION 5. TERM; TERMINATION.

A. Term. This Agreement is for a five-year term, beginning on the Effective Date. This Agreement will automatically renew for successive additional five-year periods unless terminated in writing by the Owner or the Village in accordance with Section 5.B of this Agreement. This Agreement repeals and replaces any prior agreement for parking and traffic regulation on the Parking Lots or any portion thereof.

B. Termination. Either Party may terminate this Agreement at any time, with or without cause, by delivering written notice to the other Party not less than 30 days prior to the date of termination.

SECTION 6. RELEASE; INDEMNIFICATION.

A. Release. Owner hereby releases the Village and its officials, officers, employees, agents, attorneys, and representatives in connection with any and all actions or claims for any loss or damage to the Parking Lots or the Property, or any other property of Owner, as a consequence of the performance of this Agreement.

B. Indemnification. Owner must, without regard to the availability or unavailability of any insurance of the Village, indemnify the Village and its respective officers, members, officials, employees, agents, attorneys, and representatives against, and hold the Village and its respective officers, members, officials, employees, agents, attorneys, and representatives, harmless from, any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses (including attorneys' fees and administrative expenses), that may be sustained or incurred as a result of or in connection with the Village's enforcement of traffic and parking regulations on the Property pursuant to this Agreement, or with Owner's performance of, or failure to perform, its obligations under this Agreement, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or willful misconduct of Owner, but not including lawsuits, claims, demands, damages, liabilities, losses, and expenses (including attorneys' fees and administrative expenses) sustained or incurred solely as a result

of the gross negligence or willful misconduct of the Village. Owner's obligations required pursuant to this Section 6.B. survive the termination of this Agreement.

SECTION 7. ENFORCEMENT.

A. General. The Parties may, in law or in equity, by suit, action, mandamus, or any other proceeding, enforce this Agreement. Owner agrees that: (1) it will not seek, and do not have the right to seek, to recover a judgment for monetary damages against the Village or any elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys of the Village, on account of the negotiation, execution or breach of any of the terms and conditions of this Agreement; and (2) the sole remedy available to Owner, upon any breach of this Agreement by the Village, is the termination of this Agreement under its terms.

B. Prevailing Party. In the event of a judicial proceeding brought by one or more Parties against one or more other Parties, the prevailing Party or Parties in such judicial proceeding are entitled to reimbursement from the unsuccessful Party or Parties of all costs and expenses, including reasonable attorneys' fees, incurred in connection with such judicial proceeding.

SECTION 8. OWNER WARRANTIES.

Owner hereby represents and warrants to the Village, to the best of its knowledge and information as of the date of this Agreement, as follows:

A. Owner has the authority and the legal right to make, deliver, and perform this Agreement, and has taken or will take all necessary actions and obtain all required consents and approvals to authorize the execution, delivery, and performance of this Agreement.

B. This Agreement constitutes the legal, valid, and binding obligation of Owner and is enforceable against Owner in accordance with its terms.

C. To the best of the knowledge of the legal representatives of Owner, the execution, delivery, and performance of this Agreement is not prohibited by or in conflict with any requirement of law or under any contractual obligation of Owner, will not result in a breach or default under any agreement to which Owner is a party or is bound, and will not violate any restriction, court order, or agreement to which Owner is subject.

D. The parties executing this Agreement on behalf of Owner and executing and delivering any other agreement or other item contemplated by this Agreement or otherwise required to fulfill Owner's obligations under this Agreement, have full authority to bind Owner to those obligations and to act on behalf of Owner.

SECTION 9. GENERAL PROVISIONS.

A. Notices. All notices and payments required or permitted to be given under this Agreement must be given by the Parties by (i) personal delivery, (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon, or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 9.A. The address of either Party may be changed by written notice to the other Party. Any mailed notice will be deemed to have been given and received within three days after the same has been

mailed and any notice given by overnight courier will be deemed to have been given and received within 24 hours after deposit.

Notices and communications to the Parties must be addressed to, and delivered at, the following address:

If to the Village: Village of Libertyville
200 E. Cook Ave.
Libertyville, IL 60048
Attention: Chief of Police

If to Owner: _____

Attention: _____

B. Time of the Essence. Time is of the essence in the performance of all terms, covenants, and conditions of this Agreement.

C. Consents. Whenever the consent or approval of either party is required in this Agreement, such consent or approval must be in writing and will not be unreasonably withheld or delayed, and, in all matters contained herein, both parties have an implied obligation of reasonableness, except as may be expressly set forth otherwise.

D. Exhibit. Exhibit A attached to this Agreement is, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between the exhibit and the text of this Agreement, the text of this Agreement controls.

E. Amendments and Modifications. No amendment or modification to this Agreement will be effective unless and until it is reduced to writing and approved and executed by the parties to this Agreement in accordance with all applicable statutory procedures.

F. No Joint Venture. It is hereby understood and agreed that nothing contained in this Agreement is to be deemed or construed as creating the relationship of principal and agent, partnership or joint venture between the parties to this Agreement, it being agreed that no provision of this Agreement and no acts of the parties to this Agreement is to be deemed to create any relationship between the parties other than the relationship set forth specifically by the terms of this Agreement.

G. Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement, and supersedes all prior agreements and negotiations between the parties, whether written or oral, relating to the specific subject matter of this Agreement.

H. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation will be made, or be valid, against the Village or Owner.

I. Recording. The Parties acknowledge and agree that a copy of this Agreement will be recorded in the Office of the Lake County Recorder of Deeds.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

VILLAGE OF LIBERTYVILLE

OWNER

By: _____
Kelly A. Amidei, Village Administrator

By: _____
Its: _____

Date: _____

Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY