STATE OF ILLINOIS  )
COUNTY OF COOK  ) SS.
COUNTY OF WILL  )

CLERK’S CERTIFICATE

I, PATRICK E. REA, the duly elected and qualified Village Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois, do hereby certify that attached hereto is a true and correct copy of the Resolution now on file in my office, entitled:

RESOLUTION NO. 2016-R-015

RESOLUTION AUTHORIZING AN LETTER OF UNDERSTANDING REGARDING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGES OF ORLAND HILLS AND TINLEY PARK REGARDING PROPERTY AT 171ST STREET AND LAGRANGE ROAD DATED FEBRUARY 1, 2015 – PARK HILLS

which was passed by the Board of Trustees of the Village of Tinley Park at a regular meeting held on the 3rd day of May, 2016, at which meeting a quorum was present, and approved by the President of the Village of Tinley Park on the 3rd day of May, 2016.

I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of Tinley Park was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Tinley Park, and that the result of said vote was as follows, to-wit:

AYES:    Maher, Grady, Pannitto, Vandenberg, Younker

NAYS:    None

ABSENT:  None

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Tinley Park, this 3rd day of May, 2016.

[Signature]
Village Clerk
RESOLUTION NO. 2016-R-015

RESOLUTION AUTHORIZING AN LETTER OF UNDERSTANDING REGARDING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGES OF ORLAND HILLS AND TINLEY PARK REGARDING PROPERTY AT 171ST STREET AND LAGRANGE ROAD DATED FEBRUARY 1, 2015 – PARK HILLS

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Letter of Understanding regarding an Intergovernmental Agreement with the Orland Hills, a true and correct copy of such Letter of Understanding regarding an Intergovernmental Agreement being attached hereto and made a part hereof as EXHIBIT 1; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Letter of Understanding regarding an Intergovernmental Agreement be entered into by the Village of Tinley Park, and but for the provision of the inducements therein the property would not be developed as provided therein;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Letter of Understanding regarding an Intergovernmental Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as EXHIBIT 1.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Intergovernmental Agreement.
Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 3rd day of May, 2016, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Maher, Grady, Pannitto, Vandenberg, Younker

NAYS: None

ABSENT: None

APPROVED this 3rd day of May, 2016, by the President of the Village of Tinley Park.

ATTEST: 

[Village Clerk]

[Village President]
LETTER OF UNDERSTANDING REGARDING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGES OF ORLAND HILLS AND TINLEY PARK REGARDING PROPERTY AT 171ST STREET AND LAGRANGE ROAD DATED FEBRUARY 1, 2015 – PARK HILLS
LETTER OF UNDERSTANDING REGARDING INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGES OF ORLAND HILLS AND TINLEY PARK REGARDING PROPERTY AT 171ST STREET AND LAGRANGE ROAD
DATED FEBRUARY 1, 2005 – PARK HILLS

This Letter of Understanding ("LOU") is hereby entered into this 3rd day of May______, 2016 by and between the Village of Orland Hills, Cook County, Illinois ("Orland Hills") and the Village of Tinley Park, Cook & Will Counties, Illinois ("Tinley Park"), both being Illinois municipal corporations:

WHEREAS, Orland Hills and Tinley Park previously entered into a certain "Intergovernmental Agreement-Property at 171st Street and LaGrange Road" dated February 1, 2005 (the "IGA") and both parties wish to clarify the "IGA" and payments due thereunder and also to modify certain terms thereof to reflect the reporting practices of the Illinois Department of Revenue ("IDOR").

NOW, THEREFORE, in consideration of the terms and provisions hereof and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree and acknowledge the following as they relate to the IGA:

1. Tinley Park has paid all up-front costs including engineering fees and expenses, for the installation of all Storm Water Improvements as provided for in Paragraph 6 of the IGA. Additionally, Tinley Park has paid costs that were authorized by Orland Hills beyond the scope of the Storm Water Improvements contemplated under the IGA, but were ultimately generally related to the overall Storm Water Improvements project site. It is acknowledged that the manner in which these additional costs potentially should have been paid originally, or the timing of when they should now be repaid to Tinley Park, has been a matter of debate. This notwithstanding, Tinley Park has incurred and paid costs in the final total amount of $1,590,617.26 in relation to the project under the IGA. Under Paragraph 6 of the IGA, Tinley Park is entitled to full reimbursement of said costs in accordance with the formula and terms set out therein.

2. As of this date Tinley Park has received reimbursement in the amount of $326,494.56 in accordance with the aforementioned formula. It is understood that Tinley Park shall continue to withhold from sales tax revenue generated from the Subject Property an amount equal to fifty percent (50%) of the sales tax revenue to be paid to Orland Hills under the IGA as generated in each IDOR reporting period to Tinley Park until Tinley Park has been reimbursed in full the remaining amount of $1,264,122.70 owed for the cost of the Storm Water Improvements.
3. Tinley Park shall pay Orland Hills on or before April 30, 2016, the sum of $326,494.50 in full payment of all sales tax, including Tinley Park’s home rule sales tax, generated from the Subject Property from the date of the IGA through the most recent IDOR reporting period. Sales tax reporting for the Subject Property began in July 2005. The most recent IDOR reporting period is through the November 2015 sales tax liability reporting period (i.e., for sales tax revenue through November of 2015 which were reported and paid by IDOR in February of 2016). Said amount is due to be paid to Orland Hills under Paragraphs 9, 10 & 11 of the IGA (being currently 65% of all sales tax revenue generated from the Subject Property during such period less the reimbursements owed to Tinley Park under Paragraph 6). It is understood, acknowledged and agreed to by Orland Hills that such amount is the full amount owed to Orland Hills by Tinley Park under the IGA as of the date of this LOU. Tinley Park shall continue to make all payments due to Orland Hills under the terms of Paragraphs 9, 10 & 11 of the IGA, including Tinley Park’s home rule sales tax generated from the Subject Property, in accordance with its terms as modified below and subject to the reimbursement to Tinley Park due to Tinley Park under the terms of Paragraph 6 of the IGA, it being understood, acknowledged and agreed to by Orland Hills that Tinley Park is entitled to make such reimbursements to itself out of the sales tax revenue generated from the Subject Property.

4. Tinley Park and Orland Hills each understand, acknowledge and agree that all payments due to Orland Hills under the IGA and all deductions/reimbursement allowed to Tinley Park under the IGA cannot be made on a monthly basis as contemplated under the IGA since IDOR has never provided the information necessary for these computations on a monthly basis. The IDOR currently only releases detailed sales tax reporting by reporting entity three times a year. This detailed sales tax reporting by reporting entity is essential to the determination of sales taxes generated by the Subject Property (a.k.a. Park Hills Shopping Center) businesses for purposes of the IGA. Therefore, the payments and deductions contemplated by the IGA can only occur subsequent to when such periodic reporting is provided by the IDOR to Tinley Park. It is understood, acknowledged and agreed that the references in the IGA to monthly payments be modified to require any payments and deductions/reimbursement to be made not later than 45 days after and only upon receipt of detailed sales tax reporting by reporting entity to Tinley Park for the Subject Property in each IDOR reporting period and upon actual receipt of the applicable sales tax revenue by Tinley Park from IDOR for each applicable IDOR reporting period.

It is further understood, acknowledged and agreed that Tinley Park will allow a designated representative from Orland Hills to come to the offices of Tinley Park
on a periodic basis during normal business hours to review (but not copy) the
detailed sales tax information received by Tinley Park from IDOR relating to the
Subject Property.

5. Orland Hills and Tinley Park hereby further modify the IGA by deleting
Paragraph 7 in its entirety it being mutually understood and agreed that neither
Tinley Park nor Orland Hills has pursued in the past or wishes to pursue litigation
in the future in relation to the billboards referred to in said Paragraph 7.

6. Except as otherwise provided herein the IGA shall remain in full force and effect
and both parties hereby agree to waive and release any and all claims either party
has or could have against the other for any alleged acts or omissions of either
party up to the date of this LOU.

7. The President and Clerk of the respective parties hereby warrant that they have
been lawfully authorized by the Village Board of the respective Villages to
execute this LOU. The parties shall, upon request, deliver to each other at the
respective time copies of all resolutions, ordinances or other documents required
to legally evidence the authority to so execute this LOU on behalf of the
respective parties.

This LOU sets forth all the promises, inducements, agreements, conditions and
understandings between the parties hereto relative to the subject matter thereof,
and there are no promises, agreements, conditions or understandings (except for
the IGA), either oral or written, express or implied, between them, other than are
herein set forth.

This LOU may be executed in two (2) or more counterparts, each of which, taken
together, shall constitute one and the same instrument.

Tinley Park and Orland Hills agree that neither shall bring any suit or any other
legal proceeding of any nature whatsoever to contest the validity of this LOU or
any portion thereof and both parties agree to be bound by the terms hereof.

THE REMAINDER OF THIS PAGE
HAS INTENTIONALLY BEEN LEFT BLANK.
IN WITNESS WHEREOF, the parties hereto have had their duly authorized officers execute this LOU as of the 3rd day of May, 2016.

Village of Orland Hills,
an Illinois municipal corporation

By: [Signature]
Its: Village President

ATTEST:

By: [Signature]
Its: Village Clerk

Village of Tinley Park,
an Illinois municipal corporation

By: [Signature]
Its: Village President

ATTEST:

By: [Signature]
Its: Village Clerk

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LETTER OF UNDERSTANDING REGARDING INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGES OF ORLAND HILLS AND TINLEY PARK REGARDING PROPERTY AT 171ST STREET AND LAGRANGE ROAD
DATED FEBRUARY 1, 2005 – PARK HILLS

This Letter of Understanding ("LOU") is hereby entered into this ___ day of APRIL __, 2016 by and between the Village of Orland Hills, Cook County, Illinois ("Orland Hills") and the Village of Tinley Park, Cook & Will Counties, Illinois ("Tinley Park"), both being Illinois municipal corporations:

WHEREAS, Orland Hills and Tinley Park previously entered into a certain "Intergovernmental Agreement-Property at 171st Street and LaGrange Road" dated February 1, 2005 (the "IGA") and both parties wish to clarify the "IGA" and payments due thereunder and also to modify certain terms thereof to reflect the reporting practices of the Illinois Department of Revenue ("IDOR").

NOW, THEREFORE, in consideration of the terms and provisions hereof and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree and acknowledge the following as they relate to the IGA:

1. Tinley Park has paid all up-front costs including engineering fees and expenses, for the installation of all Storm Water Improvements as provided for in Paragraph 6 of the IGA. Additionally, Tinley Park has paid costs that were authorized by Orland Hills beyond the scope of the Storm Water Improvements contemplated under the IGA, but were ultimately generally related to the overall Storm Water Improvements project site. It is acknowledged that the manner in which these additional costs potentially should have been paid originally, or the timing of when they should now be repaid to Tinley Park, has been a matter of debate. This notwithstanding, Tinley Park has incurred and paid costs in the final total amount of $1,590,617.26 in relation to the project under the IGA. Under Paragraph 6 of the IGA, Tinley Park is entitled to full reimbursement of said costs in accordance with the formula and terms set out therein.

2. As of this date Tinley Park has received reimbursement in the amount of $326,494.56 in accordance with the aforementioned formula. It is understood that Tinley Park shall continue to withhold from sales tax revenue generated from the Subject Property an amount equal to fifty percent (50%) of the sales tax revenue to be paid to Orland Hills under the IGA as generated in each IDOR reporting period to Tinley Park until Tinley Park has been reimbursed in full the remaining amount of $1,264,122.70 owed for the cost of the Storm Water Improvements.
3. Tinley Park shall pay Orland Hills on or before April 30, 2016, the sum of $326,494.50 in full payment of all sales tax, including Tinley Park’s home rule sales tax, generated from the Subject Property from the date of the IGA through the most recent IDOR reporting period. Sales tax reporting for the Subject Property began in July 2005. The most recent IDOR reporting period is through the November 2015 sales tax liability reporting period (i.e., for sales tax revenue through November of 2015 which were reported and paid by IDOR in February of 2016). Said amount is due to be paid to Orland Hills under Paragraphs 9, 10 & 11 of the IGA (being currently 65% of all sales tax revenue generated from the Subject Property during such period less the reimbursements owed to Tinley Park under Paragraph 6). It is understood, acknowledged and agreed to by Orland Hills that such amount is the full amount owed to Orland Hills by Tinley Park under the IGA as of the date of this LOU. Tinley Park shall continue to make all payments due to Orland Hills under the terms of Paragraphs 9, 10 & 11 of the IGA, including Tinley Park’s home rule sales tax generated from the Subject Property, in accordance with its terms as modified below and subject to the reimbursement to Tinley Park due to Tinley Park under the terms of Paragraph 6 of the IGA, it being understood, acknowledged and agreed to by Orland Hills that Tinley Park is entitled to make such reimbursements to itself out of the sales tax revenue generated from the Subject Property.

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It is further understood, acknowledged and agreed that Tinley Park will allow a designated representative from Orland Hills to come to the offices of Tinley Park
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in the future in relation to the billboards referred to in said Paragraph 7.

6. Except as otherwise provided herein the IGA shall remain in full force and effect
and both parties hereby agree to waive and release any and all claims either party
has or could have against the other for any alleged acts or omissions of either
party up to the date of this LOU.

7. The President and Clerk of the respective parties hereby warrant that they have
been lawfully authorized by the Village Board of the respective Villages to
execute this LOU. The parties shall, upon request, deliver to each other at the
respective time copies of all resolutions, ordinances or other documents required
to legally evidence the authority to so execute this LOU on behalf of the
respective parties.

This LOU sets forth all the promises, inducements, agreements, conditions and
understandings between the parties hereto relative to the subject matter thereof,
and there are no promises, agreements, conditions or understandings (except for
the IGA), either oral or written, express or implied, between them, other than are
herein set forth.

This LOU may be executed in two (2) or more counterparts, each of which, taken
together, shall constitute one and the same instrument.

Tinley Park and Orland Hills agree that neither shall bring any suit or any other
legal proceeding of any nature whatsoever to contest the validity of this LOU or
any portion thereof and both parties agree to be bound by the terms hereof.

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HAS INTENTIONALLY BEEN LEFT BLANK.
IN WITNESS WHEREOF, the parties hereto have had their duly authorized officers execute this LOU as of the __ day of __, 2016.

Village of Orland Hills,
an Illinois municipal corporation

By: __________________________
    Its: Village President

ATTEST:

By: __________________________
    Its: Village Clerk

Village of Tinley Park,
an Illinois municipal corporation

By: __________________________
    Its: Village President

ATTEST:

By: __________________________
    Its: Village Clerk