

STATE OF ILLINOIS)
COUNTY OF COOK)
COUNTY OF WILL)

CLERK'S CERTIFICATE

I, FRANK W. GERMAN, JR., the duly elected qualified, and acting Village Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois, do hereby certify that the attached hereto is a true and correct copy of that Ordinance now on file in my office, entitled:

ORDINANCE NUMBER 2007-O-037

**AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF TINLEY PARK AND COMMUNITY
CONSOLIDATED SCHOOL DISTRICT NUMBER 146 RELATIVE TO THE
TINLEY PARK CONVENTION CENTER TAX INCREMENT FINANCING DISTRICT**

which Ordinance passed by the Board of Trustees of the Village of Tinley Park, at a regular meeting held on the 15TH day of May, 2007, at which meeting a quorum was present, and approved by the President of the Village of Tinley Park on the 15th day of May, 2007.

I FURTHER CERTIFY that the vote on the question of the passage of the said Ordinance 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: REA, SEAMAN, HANNON, BETTENHAUSEN, MAHER, STAUNTON
NAYS: NONE
ABSENT: NONE

I DO FURTHER CERTIFY that the original Ordinance, 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 15th day of May, 2007.


FRANK W. GERMAN, JR.
VILLAGE CLERK

ORDINANCE NO. 2007-O-037

**AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF TINLEY PARK AND COMMUNITY
CONSOLIDATED SCHOOL DISTRICT NUMBER 146 RELATIVE TO THE
TINLEY PARK CONVENTION CENTER TAX INCREMENT FINANCING DISTRICT**

BE IT ORDAINED, by the President and Board of Trustees of the Village of Tinley Park,

Cook and Will Counties, Illinois, as follows:

SECTION 1: The President and Board of Trustees of the Village find as follows:

- A. The Village of Tinley Park (hereinafter referred to as the "VILLAGE") is a home rule municipality pursuant to Section 6 of Article VII of the Constitution of the State of Illinois.
- B. The State of Illinois has adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as from time to time amended (hereinafter referred to as the "TIF ACT").
- C. Pursuant to its powers and in accordance with the TIF ACT, on December 20, 1994, the corporate authorities of the VILLAGE adopted Ordinance Numbers 1994-O-106, 1994-O-107 and 1994-O-108, in accordance with the TIF ACT, approving a tax increment redevelopment plan and project (hereinafter referred to as the "TIF PLAN"), designating a tax increment redevelopment project area and adopting tax increment financing relative to the VILLAGE'S Convention Center Tax Increment Financing District (hereinafter referred to as the "CONVENTION CENTER TIF DISTRICT") for redevelopment and revitalization of a portion of the corporate limits of the VILLAGE, which property is legally described on EXHIBIT 1 attached hereto and made part hereof (hereinafter referred to as the "REDEVELOPMENT PROJECT AREA").
- D. Pursuant to the TIF PLAN, the VILLAGE has provided for the improvement of public facilities that may include landscaping or streetscaping, and the Village is desirous of utilizing available TIF revenues for certain landscaping at the Central Middle School site, which is owned by Community Consolidated School District Number 146 (hereinafter referred to as the "SCHOOL DISTRICT"), subject to certain terms and conditions, all as more fully set forth in the Intergovernmental Agreement attached hereto as EXHIBIT 2 and made part hereof (hereinafter referred to as the "AGREEMENT").
- E. In accordance with the TIF ACT, it is in the best interest of, and convenient and necessary for, the VILLAGE to approve the AGREEMENT, so that the SCHOOL DISTRICT can be properly reimbursed for its certain costs associated with landscaping projects that further the goals of the Redevelopment Plan and Project within the CONVENTION CENTER TIF DISTRICT, as a result of the VILLAGE'S implementation of the TIF PLAN, and so that redevelopment can occur within the CONVENTION CENTER TIF DISTRICT.

... of the ...
... of the ...
... of the ...
... of the ...
... of the ...
... of the ...
... of the ...
... of the ...
... of the ...
... of the ...

[Handwritten signature]
...
...

...
...
...

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF TINLEY
PARK AND COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 146 FOR THE
REIMBURSEMENT OF FUNDS RELATED TO CERTAIN PUBLIC LANDSCAPING
IMPROVEMENTS**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter "Agreement") is made this 15th day of May, 2007, by and between the Board of Education of Community Consolidated School District No. 146, Cook County, Illinois (hereinafter "Board") and the Village of Tinley Park, Cook County, Illinois, an Illinois municipal corporation (hereinafter "Village"). The Board and the Village are hereinafter sometimes individually referred to as a "Party" and jointly as "Parties".

RECITALS

WHEREAS, the State of Illinois has adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as from time to time amended (hereinafter referred to as the "TIF Act"); and

WHEREAS, pursuant to and in accordance with the requirements of the TIF Act, on December 20, 1994, the Corporate Authorities of the Village adopted Ordinance No. 1994-O-106, designating the Village's tax increment Redevelopment Project Area, relative to the Village's Convention Center T.I.F. District, by which the property legally described therein was designated as a Redevelopment Project Area; and

WHEREAS, pursuant to and in accordance with the TIF Act, on December 20, 1994, the Corporate Authorities of the Village adopted Ordinance No. 1994-O-107, approving the Village's Redevelopment Plan and Project for the tax increment Redevelopment Project Area, relative to the Village's Convention Center T.I.F. District; and

WHEREAS, pursuant to and in accordance with the TIF Act, on December 20, 1994, the Corporate Authorities of the Village adopted Ordinance No. 1994-O-108, adopting tax increment financing for the Village, relative to the Village's Convention Center T.I.F. District, by which tax increment financing was adopted pursuant to the TIF Act for the Redevelopment Project Area; and

WHEREAS, the Board owns the Central Middle School located at 18146 South Oak Park Avenue (herein after "Central Middle School") in the Village of Tinley Park; and

WHEREAS, to meet the needs of the respective communities of the Parties, and to further the goals and objectives of the Redevelopment Plan and Project, the Parties desire to fund and undertake certain landscaping improvements at Central Middle School so as to improve the appearance of Oak Park Avenue in the Village of Tinley Park, Illinois; and

WHEREAS, the Village and the Board desire to share in the cost of the landscaping improvements at Central Middle School so as to beautify the school district, the Village and to achieve the goals of the TIF District; and

WHEREAS, Section 11-74.4-3(q)(4) of the TIF Act, includes the "costs of construction of public works or improvements . . ." as proper TIF redevelopment project costs for which incremental revenues may be expended; and

WHEREAS, the Central Middle School site is public property located within the boundaries of the Redevelopment Project Area of the Convention Center TIF District; and

WHEREAS, the Redevelopment Plan and Project for the Convention Center TIF District

includes utility improvements, roadway improvements, signalization and related traffic improvements, and public facilities or related public improvements as budgeted expenses; and

WHEREAS, the Redevelopment Plan and Project for the Convention Center TIF District includes landscaping and streetscaping as eligible expenses and possible public improvements, and specifically provides that the Village may fund certain landscaping projects which serve to beautify public properties or rights of way and provide buffering between land uses; and

WHEREAS, improving the Central Middle School site with landscaping as contemplated by this Agreement will enhance the attractiveness of the Oak Park Avenue corridor, thereby attracting commercial development which, unlike the Central Middle School site which is tax exempt, will create an increase in the EAV of the Convention Center TIF District and further the goals of the Redevelopment Plan and Project; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the *Illinois Intergovernmental Cooperation Act* (5 ILCS 220/1 *et seq*); and

WHEREAS, the Parties have determined that it is in the best interests of their respective communities to enter into this Agreement and provide the services hereunder.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, it is agreed by the Parties as set forth below.

1. **Incorporation of Recitals.** The recitals set forth above are incorporated into and made a part of this Agreement as if fully set forth herein.

2. **Landscaping Design.** The Parties acknowledge that Planning Resources, Inc. has designed a landscape design as evidence by those certain drawings and specifications dated ^{DC}5/14/07 which have been mutually approved by the Parties (the "Landscape Design"). Based upon the Landscape Design, the Board shall hire and pay contractors, as is detailed in Section 3 below, to complete that portion of the Landscape Design identified on Exhibit A, attached hereto and incorporated herein, at Central Middle School (the "Work").

3. **Landscaping Construction.** It shall be the sole responsibility of the Board to hire and pay for all contractors performing the Landscape Design on Board property. The Village shall have no contractual relationship with any contractor or subcontractor, and its obligations shall extend only to the reimbursement of costs as set forth in this Agreement. Except as specifically set forth in this Agreement, the Village shall have no obligation for the payment and completion of the Landscape Design as it relates to any of the Board's property.

4. **Reimbursement for Landscaping.** The Village agrees to reimburse the Board, pursuant to the terms of this Agreement, up to a maximum amount of One Hundred Thirty Thousand and no/100 Dollars (\$130,000.00). Said reimbursement shall be divided into two annual payments of up to Sixty Five Thousand and no/100 Dollars (\$65,000.00) in the 2007-2008 and 2008-2009 school years. In no event shall the reimbursement by the Village exceed Sixty Five Thousand and no/100 Dollars (\$65,000.00) in any year or the total amount of One Hundred Thirty Thousand and no /100 Dollars (\$130,000.00). Upon receipt of an application or request for payment from a contractor, the Board shall provide the Village with a copy of said application or request for payment. The Village may conduct an independent inspection of the Work that is the subject of the application or request for payment to ensure that such Work has been completed in accordance with the Landscape Design. The Village's inspection shall be completed within ten days (10) from the date of the Village's

receipt of the application or request for payment. If the Village concludes that the Work has been completed in accordance with the Landscape Design, the Village shall reimburse the Board in the amount of the application or request for payment. If, however, after conducting an inspection as provided herein, the Village reasonably determines that the Work has not been completed in accordance with the Landscape Design, the Village shall provide the Board with a written report detailing the deficiencies in the Work and the Board shall remediate such deficiencies. Once the deficiencies have been remediated, the Board shall be entitled to reimbursement for the payment of the Work as set forth herein. If the Village fails to complete an inspection of the Work within ten (10) days of its receipt of the application or request for payment, the Board shall be entitled to reimbursement for the payment of the Work as set forth herein.

5. **Funds for Reimbursement of Landscaping.** The Parties acknowledge that Central Middle School falls within the Convention Center TIF District and that the Redevelopment Plan for the Convention Center TIF District specifically budgets for public improvements such as landscaping. As such, the Village's obligations for reimbursement under Section 4 of this Agreement shall be paid solely out of the TIF District revenues. In the event that a complaint is filed in a court of competent jurisdiction, the Board will immediately notify the Village and have the option of defending the litigation at its sole expense or returning all funds received hereunder to the Village. If the Board elects to return the funds to the Village, the Village shall use such funds for other purposes authorized by the TIF Act and the Redevelopment Plan and Project as provided in the TIF Act. The Board shall indemnify and hold harmless the Village with respect to any claim or loss, including but not limited to, attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims of any kind which may arise, either directly or indirectly, out of the Village's performance of the terms of this Agreement. This indemnification requirement shall survive the termination of this Agreement.

6. **Amendments.** No modifications or amendments or waiver of any provision hereto shall be valid and binding unless in writing and signed by all Parties.

7. **Default.** In the event that any Party to this Agreement fails to perform any of the terms and conditions contained herein said Party shall be considered to be in default of this Agreement. Upon written notification from the non-defaulting Party, the defaulting Party shall have ten (10) days from the receipt of said notice to remedy the default or to commence activities to remedy the default if the default cannot reasonably be remedied within the ten (10) day period. Should the defaulting Party fail to remedy the default or take action to remedy the default within the ten (10) day period, the non-defaulting Party may take such action as available in law or equity. The defaulting Party shall be responsible for all costs, fees and expenses, including attorneys' fees, incurred by the other Party which result from or are associated with such default and the enforcement of the terms of this Agreement.

8. **Compliance with Laws.** Each Party shall comply with all applicable laws, rules and ordinances including, but not limited to: local, state and federal tax laws; state and federal non-discrimination laws applicable to employees, participants, invitees and licensees; workers' compensation laws; state and federal wage and hour laws and any license requirements. Each Party specifically agrees to fully comply with the requirements of the *Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.*, including, but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. Each Party further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the *Americans With Disabilities Act, 42 U.S.C. Section 12101 et-seq.*, and rules and regulations promulgated thereunder to the extent applicable.

9. **Governing Law.** This Agreement and the rights and responsibilities of the parties hereto shall be interpreted and enforced in accordance with the laws of the State of Illinois.

10. **Successors and Assigns.** This Agreement shall be binding upon, apply and inure to the benefit of each Party and their respective legal representatives, successors and assigns.

11. **Complete Understanding.** This Agreement sets forth all the terms and conditions, and agreements and understandings between the Parties relative to the subject matter hereof, and there are not agreements or conditions, either oral or written, expressed or implied, between them other than as herein set forth.

12. **Waiver.** No waiver of any default of any Party hereunder shall be implied from an omission of any Party to take any action on account of such default and no express waiver shall affect any default other than the default specified in that express waiver and then only for the time and to the extent therein stated.

13. **Notices.** Any notice required to be provided hereunder shall be in writing and shall be sent, via facsimile and overnight delivery, to the addresses set forth below:

Board

Community Consolidated School Dist. No. 146
6611 West 171st Street
Tinley Park, Illinois 60477
Attn.: Superintendent

Village

Village of Tinley Park
16250 South Oak Park Avenue
Tinley Park, Illinois 60477
Attn.: Village Manager

14. **Headings:** The headings used in this Agreement are for the convenience of the Parties only and shall not effect the interpretation thereof.

15. **Intergovernmental Cooperation Act.** This Agreement shall be interpreted in accordance with the *Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.)* so that each Party hereto may exercise and enjoy the power and authority of any other Party hereto to fully perform the services provided under this Agreement.

16. **Severability.** If there is any term or provision of this Agreement, or the application thereof is prohibited by law, which shall be prohibited by law or invalid under applicable law, such provision shall be ineffective to the minimal extent of such prohibition or invalidity without invalidating the remainder of such provision or this Agreement.

17. **No Third Party Beneficiary.** This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

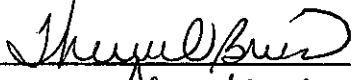
18. **Execution.** This Agreement may be executed in multiple counterparts and a set of counterparts bearing the signatures of each party hereto shall constitute the Agreement as fully as if the parties had signed a single document. The Parties agree to accept facsimile copies of this Agreement as if original copies.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by a duly authorized individual.

BOARD

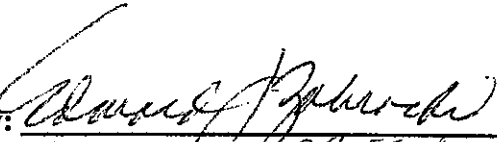
**BOARD OF EDUCATION OF
COMMUNITY CONSOLIDATED SCHOOL
DISTRICT NO. 146, COOK COUNTY,
ILLINOIS**

By: 
Its: PRESIDENT

ATTEST:
By: 
Its: Secretary

VILLAGE

**VILLAGE OF TINLEY PARK, an
Illinois Municipal Corporation**

By: 
Its: VILLAGE PRESIDENT

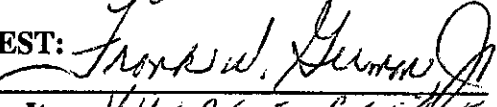
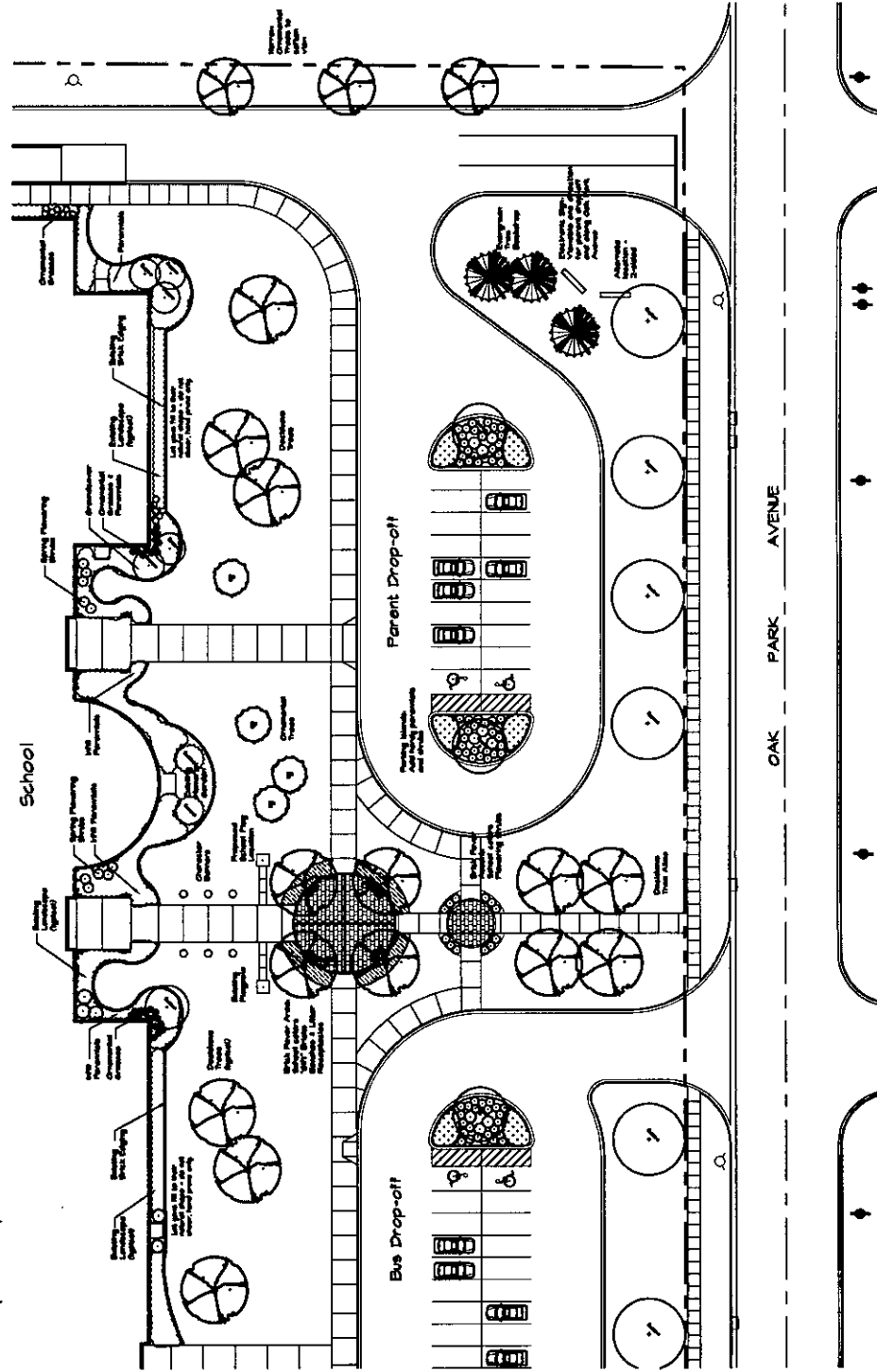
ATTEST: 
By: Its: VILLAGE CLERK

EXHIBIT A

Landscape Design to be Performed at Central Middle School.

Central Middle School Tinley Park, Illinois

Landscape Concept

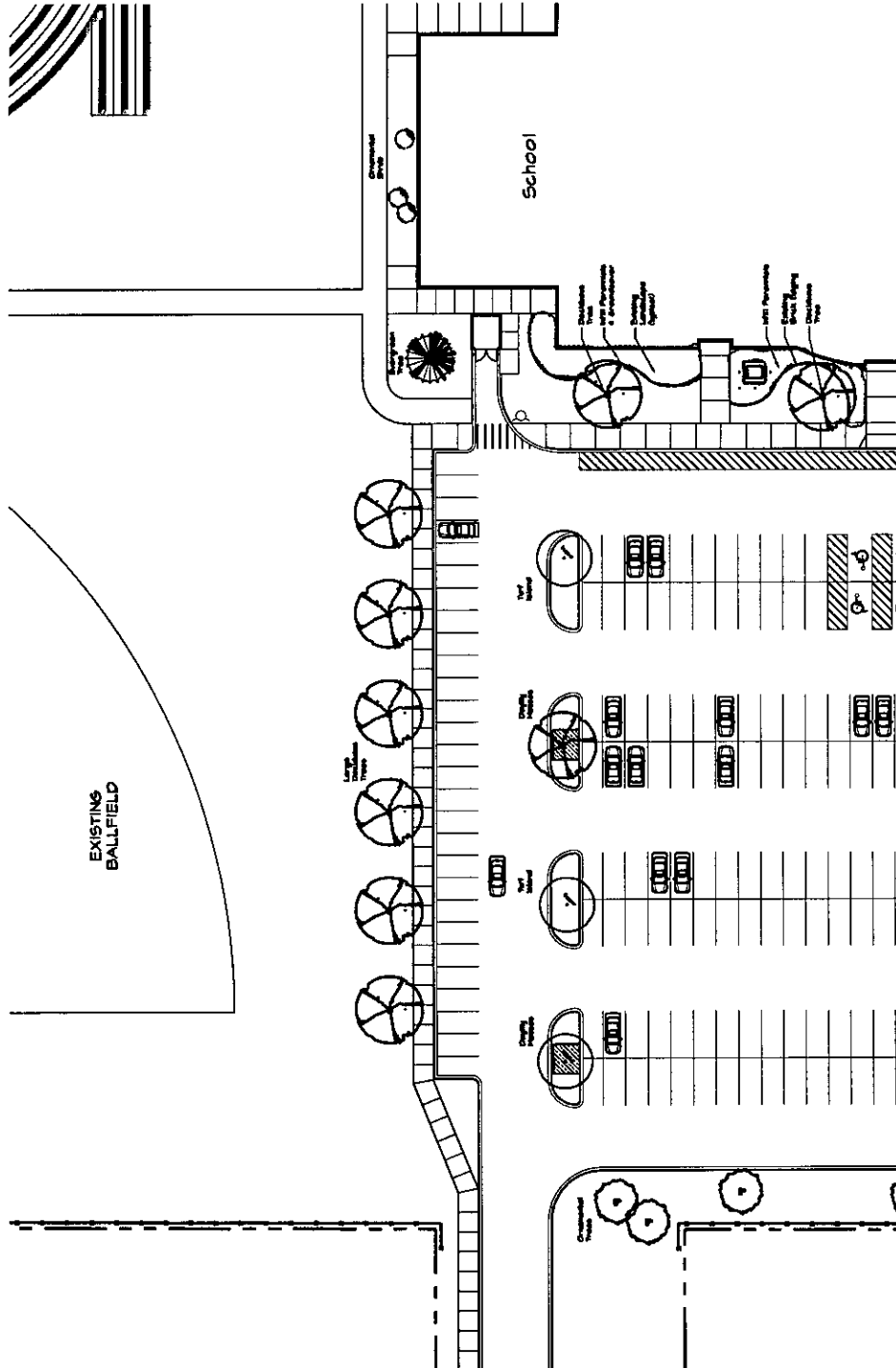


Conceptual Imagery:
Hardscape
Site Furnishings



Central Middle School Timley Park Illinois

Landscape Concept

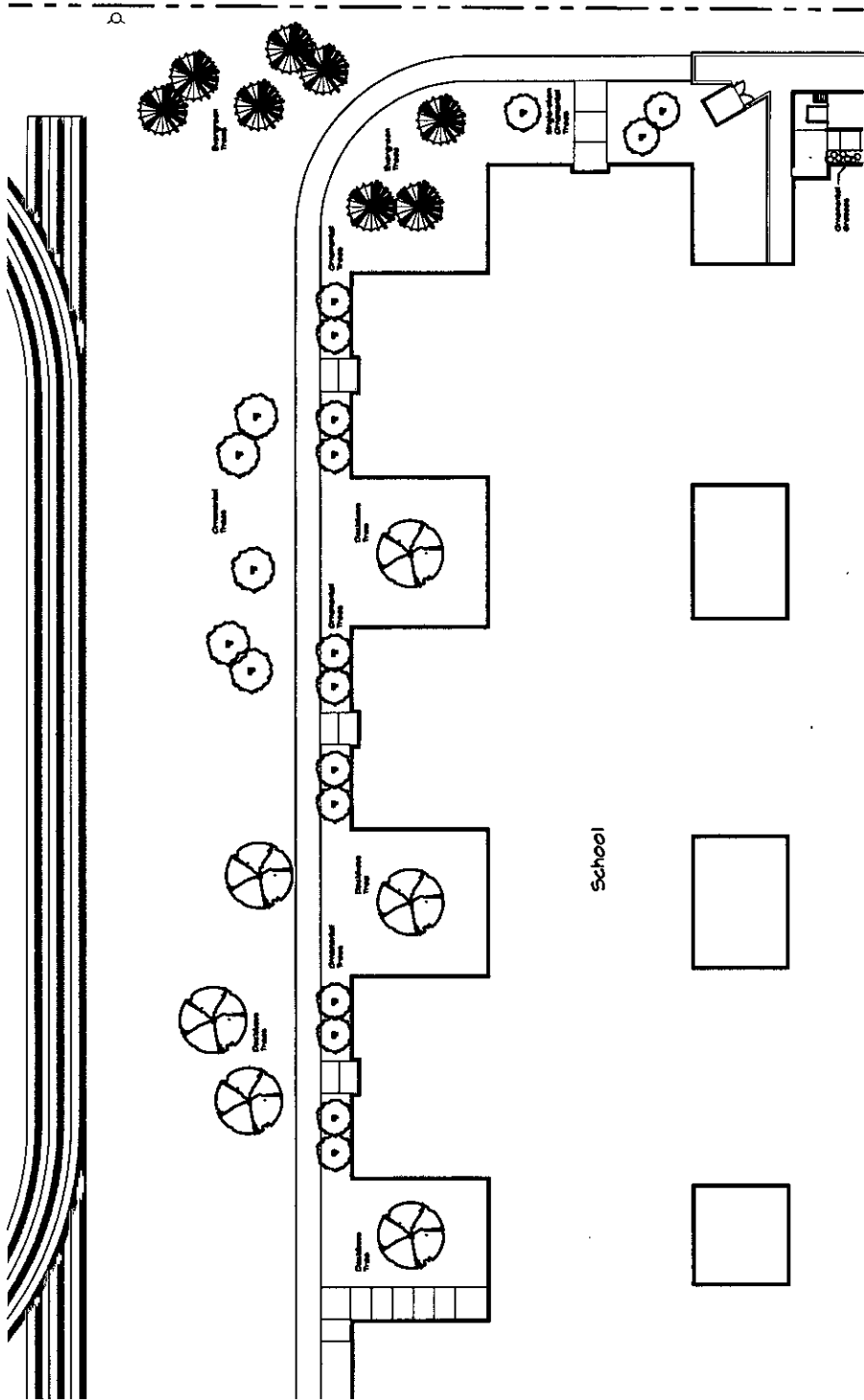


PLANNING
RESOURCES INC.
1000 N. W. 10th St.
Fort Lauderdale, FL 33309-3771
Tel: 305.467.7171



Central Middle School Timley Park, Illinois

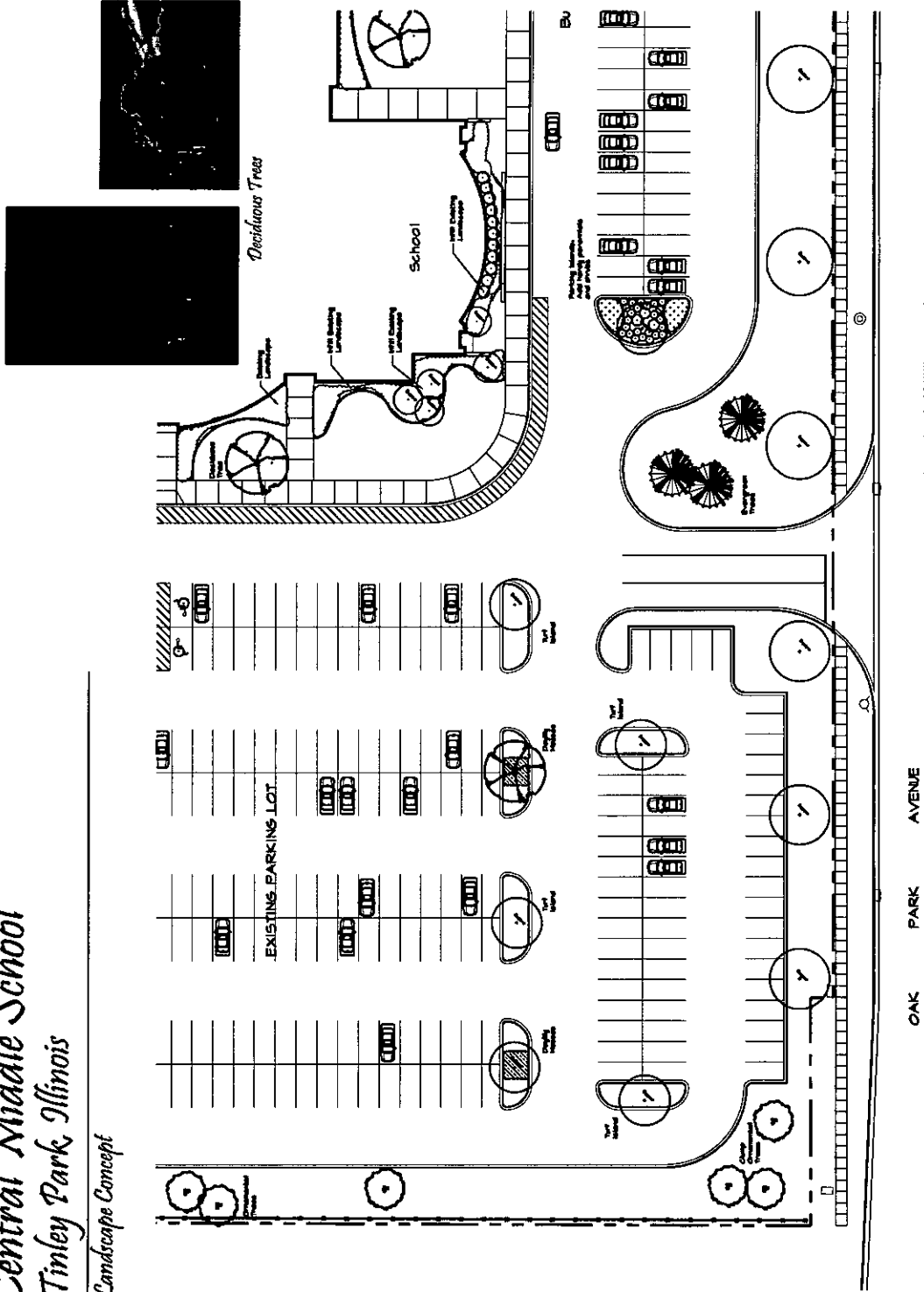
Landscape Concept



Central Middle School Timley Park Illinois

Landscape Concept

Conceptual Imagery:
Plant Material



**Work Program for Central Middle School
Landscape Development Master Plan
05.14.07**

Task	Personnel			
	KLG	LMV	LFH	CAH
1.0 MASTER PLAN				
1.1 Meeting #1: Project initiation meeting and site analysis of existing conditions, including measuring details not available on existing landscape plan. Prepare base maps for use in landscape construction documents.	1.0	8.0	8.0	0.0
1.2 Revise concept plan and preliminary cost estimate of landscape development per comments received from kick-off meeting.	0.5	4.0	4.0	0.0
1.3 Conduct internal review and revise as necessary.	1.5	1.0	2.0	0.0
1.4 Meeting #2: Meet with school District to review revised plan and gain authorization to proceed with construction documents.	0.0	3.0	0.0	0.0
Total Hours	3.0	16.0	14.0	0.0

2.0 CONSTRUCTION DOCUMENTS

2.1 Construction Document Preparation: Prepare construction documents and the necessary construction details for the following design elements: * Pavements-seating areas, and walks * Landscape plantings	4.0	16.0	24.0	2.0
2.2 Progress Submittal: Submit Construction Documents for review with the client at 50% and 80% complete. Revise as required by District review.	0.5	2.0	3.0	1.0
2.3 Project Manual and Technical Specifications: Project Manuals will be prepared which will include bid proposal forms; legal advertisement; special conditions; instruction to bidders; and technical specifications.	2.0	8.0	1.0	2.0
2.4 Final Estimate of Probable Construction: Prepare quantity estimate and final construction estimate for the project based on the final Construction Documents and Technical Specification for the project.	0.5	4.0	2.0	0.0
2.5 In-house Quality Control Review: Review the previously prepared drawings to ensure accuracy and a complete set of construction documents. This review will identify construction elements in need of clarification and/or additional detailed annotation to eliminate uncertainties during the bidding process and ultimately provide the Village with the most competitive bids possible.	4.0	2.0	4.0	0.0

Task	Personnel			
	KLG	LMV	LFH	CAH
2.6 <i>Final Submittal & Review Meeting #3</i> : Attend a final review meeting with the School District to review and discuss 100% complete Construction Documentation, Project Manual, Final Construction Estimate, and the bidding and construction process. We will also seek authorization to solicit competitive bids.	0.0	3.0	0.0	0.0
Total Hours	11.0	35.0	34.0	5.0

3.0 BIDDING PHASE

- | | | | | |
|---|-----|-----|-----|-----|
| 3.1 <i>Contractor Recommendations</i> : Assist the School District in preparing a list of qualified contractors to perform the work required as envisioned and depicted on the Construction Documents. | 1.0 | 1.0 | 0.0 | 0.5 |
| 3.2 <i>Bidding Assistance</i> : Bid documents will be given to qualified contractors for competitive bidding. We will assist plan holders with any questions and/or problems encountered during the bid period. Should clarification of the documents be required, Addenda will be released to the contractors upon authorization by the District. | 1.0 | 3.0 | 2.0 | 0.5 |
| 3.3 <i>Bid Analysis and Recommendations</i> : Attend and assist the School District during their bid opening. Upon receipt of qualified bids for the project, we will review the bids and make a recommendation for a contract award. Bid tabulation showing the entire results of the bidding as received will be prepared. Copies of the bid tabs will be distributed as required or suggested. | 1.0 | 3.0 | 0.0 | 4.0 |

Total Hours:	3.0	7.0	2.0	5.0
---------------------	------------	------------	------------	------------

4.0 CONSTRUCTION OBSERVATION

- | | | | | |
|---|-----|------|-----|-----|
| 4.1 <i>Meeting #4</i> : Attend Pre-Construction meeting with selected contractor and the School District. We will discuss the construction schedule and answer any questions regarding the Construction Documents or Project Manual. | 3.0 | 3.0 | 0.0 | 0.0 |
| 4.2 <i>Construction Progress Review</i> : Visit the site at three construction observation meetings to review and make recommendations on the layout, quality and adherence to the original design intent. (The construction progress review services will not include supervision of the contractors, nor their means, methods, techniques, schedules, sequences nor procedures, nor for construction safety, nor any other related programs.) Prepare one field report per meeting to summarize the findings. | 3.0 | 11.0 | 0.0 | 1.0 |
| 4.3 <i>Contract Administration</i> : Review or take other appropriate action regarding Contractor submittals and shop drawings; Respond to Contractor requests for information and prepare necessary change orders and written field order as may be required. | 3.0 | 8.0 | 1.0 | 1.0 |

Task	Personnel			
	KLG	LMV	LFH	CAH
4.4 <i>Inspections:</i> Attend walk-thru and punch list review meeting with the School District and Contractor. Prepare a punch list identifying incomplete or deficient work for distribution to the Contractor and the Client.	3.0	3.5	0.0	2.0
4.5 <i>Final Review Meeting #5:</i> Attend final review meeting with the School District and Contractor.	0.0	3.5	0.0	0.0
Total Task Hours:	12.0	29.0	1.0	4.0
Total Labor Hours- Tasks 1.0 - 3.0:	29.0	87.0	51.0	14.0

SERVICES NOT INCLUDED:

Notwithstanding any other term of this Agreement, the Consultant shall not control nor be responsible for another's means, methods, techniques, schedules, sequences nor procedures, or for construction safety or any other related programs, or for another's failure to complete the work in accordance with the plans and specifications. In addition, the Consultant will not be responsible for the following items or work:

- Daily observation;
- Subsurface conditions;
- Compaction testing of soils and pavements; and
- "As Constructed" Documentation.