
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

NO. 2020-R-105

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN
THE VILLAGE OF TINLEY PARK AND THE COOK COUNTY DEPARTMENT OF
TRANSPORTATION FOR 94TH AVENUE IMPROVEMENTS**

**JACOB C. VANDENBERG, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK**

**CYNTHIA A. BERG
WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
MICHAEL W. GLOTZ
MICHAEL G. MUELLER
Board of Trustees**

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

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WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with Cook County Department of Transportation, a true and correct copy of such 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 Agreement be entered into by the Village of Tinley Park;

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 "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**, subject to review and revision as to form by the Village Attorney.

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 Agreement.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 20th day of October, 2020, by the Corporate Authorities of the Village of Tinley

Park on a roll call vote as follows:

AYES: Berg, Brady, Brennan, Galante, Glotz, Mueller

NAYS: None

ABSENT: None

APPROVED this 20th day of October, 2020, by the President of the Village of Tinley Park.

ATTEST:



Village Clerk



Village President

EXHIBIT 1

RESOLUTION NO. 2020-R-105

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN
THE VILLAGE OF TINLEY PARK AND THE COOK COUNTY DEPARTMENT OF
TRANSPORTATION FOR 94TH AVENUE IMPROVEMENTS**

INTERGOVERNMENTAL AGREEMENT

ORIGINAL

COUNTY OF COOK

Section: 20-MUNMP-00-PV

VILLAGE OF TINLEY PARK

This INTERGOVERNMENTAL AGREEMENT (the "AGREEMENT") is entered into this 17 day of Dec, 2020, by and between the COUNTY OF COOK, a body politic and corporate of the State of Illinois (the "COUNTY"), acting by and through its DEPARTMENT OF TRANSPORTATION AND HIGHWAYS (the "DEPARTMENT"), and the VILLAGE OF TINLEY PARK, a municipal corporation of the State of Illinois (the "MUNICIPALITY"). The COUNTY and MUNICIPALITY are sometimes referred to herein individually as a "PARTY" and collectively as the "PARTIES."

RECITALS

WHEREAS, the PARTIES, in order provide a safe, efficient and sustainable highway system, desire to make improvements to roadways within existing COUNTY or public right-of-way located within the MUNICIPALITY (the "PROJECT"); and

WHEREAS, the scope of work for the PROJECT may include, but is not limited to, construction and engineering services, pavement patching and repair, cleaning and maintenance of drainage structures, ADA curb ramp removal and replacement, tree trimming and removal, and mowing (the "PROJECT IMPROVEMENT" or "IMPROVEMENT"); and

WHEREAS, this AGREEMENT shall set forth the PARTIES' respective responsibilities for selection, completion and funding of the PROJECT IMPROVEMENTS; and

WHEREAS, the COUNTY, by virtue of its powers as set forth in the Counties Code, 55 ILCS 5/1-1 et seq., and the Illinois Highway Code, 605 ILCS 5/1-101 et seq., is authorized to enter into this AGREEMENT; and

WHEREAS, the MUNICIPALITY, by virtue of its powers as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq., is authorized to enter into this AGREEMENT; and

WHEREAS, this AGREEMENT is further authorized under Article VII, Section 10 of the Illinois Constitution and by the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES hereto agree as follows:

I. SELECTION OF IMPROVEMENTS

- A. **MFT Eligibility.** All uses of Motor Fuel Tax (MFT) funds are subject to the provisions and limitations reflected in the Illinois Department of Transportation's Bureau of Local Roads and Streets Manual and state statutes. The MUNICIPALITY must determine whether a proposed IMPROVEMENT is a permissible use of MFT funds prior to seeking approval from the COUNTY.

- B. Prior Approval Requirement.** In order for an activity and/or expenditure to be eligible for reimbursement under this AGREEMENT, the MUNICIPALITY must seek prior written approval from the Superintendent of the DEPARTMENT or his or her designee.
- C. Requests for Approval.** The request from the MUNICIPALITY must be in writing and include the following information:
1. the scope, location and limits of the work to be performed;
 2. the total dollar amount requested for the work, including a detailed breakdown of estimated material quantities;
 3. photographs depicting the general overall condition of the assets to be improved within the COUNTY or public right-of-way;
 4. a reference to PROJECT section number 20-MUNMP-00-PV; and
 5. a signature line for concurrence from the Superintendent of the DEPARTMENT or his or her designee.
- D. Additional Information Required.** The COUNTY may request additional information from the MUNICIPALITY, if needed, to determine whether or not to approve an activity and/or expenditure for reimbursement. The MUNICIPALITY shall cooperate with the COUNTY insofar as is necessary for the COUNTY to make its determination.
- E. County Approval.** If approved by the Superintendent of the DEPARTMENT or his or her designee, the COUNTY will return a signed copy of the MUNICIPALITY's request to the MUNICIPALITY as soon as practicable. Next to the signature of the Superintendent or his or her designee will be the total dollar amount approved for the activity and/or expenditure (the "PROJECT IMPROVEMENT BUDGET"). The failure of the COUNTY to respond to a request from the MUNICIPALITY shall mean that the COUNTY does not concur with the MUNICIPALITY's request and that the activity and/or expenditure is not eligible for reimbursement from the COUNTY.
- F. Submittals.** All submittals required of the MUNICIPALITY under this section of the AGREEMENT shall be directed to the Superintendent's designee:

Maintenance Bureau Chief
Attn: Edward J. Tully
Cook County Department of Transportation and Highways
8900 W. 135th Street
Orland Park, IL 60462
E-mail: Edward.Tully2@cookcountyil.gov

I. PRELIMINARY ENGINEERING

- A. Consultant Selection.** Unless otherwise agreed to by the PARTIES in writing, any preliminary engineering services to be performed as part of the PROJECT shall be performed by a qualified consultant(s) under contract with the MUNICIPALITY and selected through a competitive, qualification-based procurement process.

- B. **Deliverables.** Upon request by the COUNTY, the MUNICIPALITY shall provide the COUNTY with copies of any and all deliverables produced by the MUNICIPALITY's consultant(s) and submitted to the MUNICIPALITY, including, but not limited to, any and all surveys, studies, reports, charts, maps, drawings, agreements, data, plans, specifications, estimates, plats, permits and special provisions.
- C. **Meetings.** The MUNICIPALITY shall provide no less than fourteen (14) calendar days' advance written notice to the COUNTY of the PROJECT kick-off meeting and any public meetings or hearings as part of the PROJECT.
- D. **Project Reports.** The MUNICIPALITY shall provide the COUNTY with one (1) paper copy and one (1) electronic copy of any preliminary engineering reports completed as part of the PROJECT.

II. DESIGN ENGINEERING

- A. **Consultant Selection.** Unless otherwise agreed to by the PARTIES in writing, any design engineering services to be performed as part of the PROJECT, including, but not limited to, preparing preliminary, pre-final and final construction plans, specifications, special provisions and cost estimates, shall be performed by a qualified consultant(s) under contract with the MUNICIPALITY and selected through a competitive, qualification-based procurement process.
- B. **Deliverables.** The MUNICIPALITY or its consultant(s) shall submit the construction plans, specifications, special provisions and cost estimates for a PROJECT IMPROVEMENT to the COUNTY at the following stages of plan preparation:

60% - Preliminary

100% - Final

- C. **County Review.** The COUNTY may review the construction plans, specifications, special provisions and cost estimates and offer comments and/or objections, which the PARTIES shall work cooperatively to address and resolve. If the MUNICIPALITY does not receive comments from the COUNTY within fourteen (14) calendar days after receipt by the COUNTY of the proposed plans and specifications, the lack of response shall be deemed approval thereof.
- D. **Meetings.** The MUNICIPALITY shall provide no less than fourteen (14) calendar days' advance written notice to the COUNTY of the PROJECT kick-off meeting and any public meetings or hearings as part of the PROJECT.

III. CONSTRUCTION

- A. **Contractor Selection.** Unless otherwise agreed to by the PARTIES in writing, any construction to be performed as part of the PROJECT shall be performed by a qualified contractor(s) under contract with the MUNICIPALITY. In awarding and administering the

contract, the MUNICIPALITY shall comply with all applicable state and federal laws and regulations.

- B. Pre-Construction Notices. The MUNICIPALITY shall provide no less than fourteen (14) calendar days' advance written notice to the COUNTY prior to any pre-construction meetings and no less than seven (7) calendar days' advance written notice prior to the start of any construction work on the PROJECT.
- C. Insurance. The MUNICIPALITY shall require its construction contractor(s) to name the COUNTY as an additional insured under the contractor's general liability insurance policy.
- D. Rights of Inspection. The COUNTY and its authorized agents shall have reasonable rights of inspection (including pre-final and final inspection) during the progress of any construction work on the PROJECT. The MUNICIPALITY shall work cooperatively with the COUNTY to address and resolve any concerns raised by the COUNTY.
- E. Final Inspection Notice. The MUNICIPALITY shall provide no less than fourteen (14) calendar days advance written notice to the COUNTY prior to final inspection of any PROJECT IMPROVEMENT.

IV. CONSTRUCTION ENGINEERING

- A. Consultant Selection. Unless otherwise agreed to by the PARTIES in writing, any construction engineering services to be performed as part of the PROJECT shall be performed by a qualified consultant(s) under contract with the MUNICIPALITY and selected through a competitive procurement process. Construction engineering services may include attendance at pre-construction and progress meetings, full-time or part-time inspection services and providing material testing reports if required.
- B. County Monitoring. The COUNTY may periodically visit the construction site(s) to confirm that construction engineering services are being performed in a satisfactory manner. The MUNICIPALITY shall work cooperatively with the COUNTY to address and resolve any issues raised by the COUNTY with respect to the performance of construction engineering services.

V. FINANCIAL

- A. Municipality Cost Participation. The MUNICIPALITY agrees to pay all actual PROJECT-related costs, subject to reimbursement by the COUNTY as hereinafter stipulated.
- B. County Cost Participation. The COUNTY agrees to reimburse the MUNICIPALITY up to Five Hundred Thousand Dollars (\$500,000.00) toward actual PROJECT costs, in accordance with the approved PROJECT IMPROVEMENT BUDGETS. Should modifications to a PROJECT IMPROVEMENT BUDGET be required, the MUNICIPALITY must seek written approval from the Superintendent of the DEPARTMENT or his or her designee.
- C. Progressive Reimbursement. The COUNTY will reimburse the MUNICIPALITY as funds are expended by the MUNICIPALITY. The MUNICIPALITY may seek reimbursement from the

COUNTY no more frequently than on a monthly basis. The COUNTY agrees to pay invoices from the MUNICIPALITY in an expeditious manner.

- D. **Reimbursement Documentation.** In order to receive reimbursement from the COUNTY, the MUNICIPALITY must provide the COUNTY with the following:
1. a cover letter addressed to the Superintendent of the DEPARTMENT or his or her designee;
 2. an Invoice requesting payment, which includes the name of the PROJECT and its associated section number;
 3. a copy of the approved PROJECT IMPROVEMENT BUDGET signed by the Superintendent of the DEPARTMENT or his or her designee;
 4. a copy of the cancelled check(s) paid to the consultant(s), contractor(s) and/or supplier(s) (or a copy of the associated bank ledger(s) reflecting the payment(s)), or a letter from the consultant(s), contractor(s) and/or supplier(s) confirming payment was received for the service(s) rendered; and
 5. a copy of the associated Invoice(s) submitted to the MUNICIPALITY by the consultant(s), contractor(s) and/or supplier(s) for the service(s) rendered.
- E. **Insufficient Documentation.** If the documentation submitted by the MUNICIPALITY for reimbursement is deemed by the COUNTY as not sufficiently documenting the work completed, the COUNTY may require further records and supporting documents to verify the amounts, recipients and uses of all funds invoiced pursuant to this AGREEMENT.
- F. **County Fiscal Year and Outstanding Invoices.** The COUNTY fiscal year runs from December 1 through November 30 of the following calendar year. Work performed in a given fiscal year must be invoiced by the MUNICIPALITY within five (5) days following the close of that fiscal year.
- G. **Ineligible Expenditures.** It is understood and agreed to by the PARTIES that the COUNTY will not reimburse the MUNICIPALITY for any expenditures that are:
1. contrary to the provisions of this AGREEMENT;
 2. not directly related to carrying out the PROJECT;
 3. incurred without the consent of the COUNTY after written notice of the suspension or termination of any or all of the COUNTY's obligations under Section VII (A) of this AGREEMENT; or
 4. in excess of the amount set forth in Section VI (B) of this AGREEMENT.
- H. **Funding Breakdown.** A funding breakdown is incorporated into and made a part of this AGREEMENT and is attached hereto as EXHIBIT A.

VI. SUSPENSION AND TERMINATION

- A. **Suspension or Early Termination.** The MUNICIPALITY agrees that, if the COUNTY determines that the MUNICIPALITY has not complied with or is not complying with, has failed to perform or is failing to perform, or is in default under any of the provisions of this AGREEMENT, the COUNTY, after written notification to the MUNICIPALITY of said non-compliance or default and failure by the MUNICIPALITY to correct said violations within thirty (30) calendar days, may:
1. suspend or terminate this AGREEMENT in whole or in part by written notice, and/or;
 2. demand refund of any funds disbursed to the MUNICIPALITY;
 3. temporarily withhold cash payments pending correction of deficiencies by the MUNICIPALITY or more severe enforcement action by the COUNTY;
 4. disallow all or part of the cost of the activity or action not in compliance; or
 5. take appropriate legal action.
- B. **Termination.** Unless extended by the Superintendent of the DEPARTMENT in writing, this AGREEMENT shall terminate three (3) years after its Effective Date, as defined in Section VII (J) below.

VII. GENERAL CONDITIONS

- A. **Authority to Execute.** Each PARTY hereto represents and warrants that the individuals signing this AGREEMENT on behalf of such party are duly authorized to sign this AGREEMENT.
- B. **Binding Successors.** This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns. Neither PARTY may assign its rights or obligations hereunder without the written consent of the other PARTY.
- C. **Compliance with Laws, Rules and Regulations.** The PARTIES shall at all times observe and comply with all federal, state and local laws and regulations, as amended from time to time, in carrying out this AGREEMENT.
- D. **Conflicts of Interest.** The MUNICIPALITY understands and agrees that no director, officer, agent or employee of the MUNICIPALITY may have an interest, whether directly or indirectly, in any contract or agreement or the performance of any work pertaining to this AGREEMENT; represent, either as an agent or otherwise, any person, trust or corporation with respect to any application or bid for any contract or agreement or work pertaining to this AGREEMENT; or take, accept or solicit, either directly or indirectly, any money or thing of value as a gift or bribe or means of influencing his or her vote or actions. Any contract or agreement made and procured in violation of this provision is void and no funds under this AGREEMENT may be used to pay any cost under such a contract or agreement.
- E. **Conflict with Exhibits.** In the event of a conflict between any exhibit attached hereto and the text of this AGREEMENT, the text of this AGREEMENT shall control.

- F. **Counterparts.** This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- G. **County Permits.** The COUNTY will grant and consent to any and all permits for right of access (ingress or egress) and/or temporary use of its property within the PROJECT limits to the MUNICIPALITY and/or its agents, without charge of permit fees to the MUNICIPALITY. Any permit(s) for right of access and/or temporary use of any of the COUNTY's property shall not be unreasonably withheld by the COUNTY.
- H. **County Section Number.** The PROJECT is hereby designated COUNTY section number 20-MUNMP-00-PV. The MUNICIPALITY shall include COUNTY section number 20-MUNMP-00-PV on all PROJECT-related submittals, including, but not limited to, correspondence and invoices.
- I. **Disputes.** In the event of any dispute, claim, question, or disagreement arising out of the performance of this AGREEMENT, the PARTIES hereto shall extend their reasonable efforts to meet to settle the dispute, claim, question, or disagreement. To this effect, the PARTIES shall consult and negotiate with each other in good faith and shall recognize each other's interests as well as their mutual interests and attempt to reach a just and equitable solution that gives reasonable consideration to each PARTY's interests and operations. Reasonable efforts are to be measured against what a similarly situated party would reasonably do. In the event the PARTIES cannot mutually agree on the resolution of the dispute, claim, questions, or disagreement, the decision of the Superintendent of the DEPARTMENT shall be final.
- J. **Effective Date.** The Effective Date of this AGREEMENT shall be the date that the last authorized signatory signs and dates this AGREEMENT, which date shall be inserted on the first page of this AGREEMENT. This AGREEMENT shall become effective only in the event that the corporate authorities of each PARTY approve this AGREEMENT.
- K. **Entire Agreement.** This AGREEMENT constitutes the entire AGREEMENT of the PARTIES concerning all matters specifically covered by this AGREEMENT and supersedes all prior written or oral agreements, commitments and understandings among the PARTIES. There are no representations, covenants, promises or obligations not contained in this AGREEMENT that form any part of this AGREEMENT or upon which any of the PARTIES is relying upon in entering into this AGREEMENT.
- L. **Force Majeure.** Neither PARTY shall be liable for any delay or non-performance of its obligations hereunder caused by any contingency reasonably beyond its control, including, but not limited to, acts of God, war, civil unrest, labor strikes or walkouts, fires and natural disasters.
- M. **Governing Law and Venue.** All questions of interpretation, construction and enforcement, and all controversies with respect to this AGREEMENT, will be governed by the applicable constitutional, statutory and common law of the State of Illinois. The PARTIES agree that, for the purposes of any litigation relative to this AGREEMENT and its

enforcement, venue will be in the Circuit Court of Cook County, Illinois or the Northern District, Eastern Division of the United States District Court, Chicago, Illinois, and the PARTIES consent to the *in personam* jurisdiction of said Courts for any such action.

- N. **Indemnification.** The MUNICIPALITY shall indemnify, defend and hold harmless the COUNTY and its commissioners, officers, directors, employees and agents, from and against any and all claims, liabilities, damages, losses, and expenses, including, but not limited to, legal defense costs, attorneys' fees, settlements or judgments, caused by the negligent acts, omissions or willful misconduct of the MUNICIPALITY, its officers, directors, employees, agents, consultants, contractors, subcontractors or suppliers in connection with or arising out of the performance of this AGREEMENT.
- O. **Lead Agency.** The MUNICIPALITY agrees to assume overall responsibility for the PROJECT, including ensuring that all required permits and joint participation and/or force account agreements are secured.
- P. **Modification.** This AGREEMENT may only be modified by a written instrument executed by duly authorized representatives of both PARTIES.
- Q. **No Individual or Personal Liability.** No official, employee, or agent of either PARTY to this AGREEMENT shall be charged personally by the other PARTY with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted herein, nor shall he or she be held personally liable under any term or provision of this AGREEMENT, or because of a PARTY's execution or attempted execution of this AGREEMENT, or because of any breach of this AGREEMENT. This provision shall survive termination or expiration of this AGREEMENT.
- R. **No Third-Party Beneficiaries.** This AGREEMENT is not intended to confer any rights or remedies upon any person, entity, or municipality other than the PARTIES hereto.
- S. **Notices.** Unless otherwise specified, all communications related to this AGREEMENT shall be in writing and shall be personally delivered or mailed via first class, certified or registered U.S. Mail or electronic mail delivery to the following persons at the following addresses:

To the COUNTY:

Maintenance Bureau Chief
Attn: Edward J. Tully
Cook County Department of Transportation and Highways
8900 W. 135th Street
Orland Park, IL 60462
E-mail: Edward.Tully2@cookcountvll.gov

To the MUNICIPALITY:

Public Works Director
Attn: John Urbanski

Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477
E-mail: tpw@tinleypark.org

- T. **Recitals.** The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into and made a part of this AGREEMENT.
- U. **Records Maintenance.** The MUNICIPALITY shall maintain during the term of this AGREEMENT and for a period of three (3) years thereafter complete and adequate financial records, accounts and other records to support all PROJECT expenditures. These records and accounts shall include, but not be limited to, records providing a full description of each activity being assisted with COUNTY funds; a general ledger that supports the costs being charged to the COUNTY; records documenting procurement of goods and services; contracts for goods and services; invoices; billing statements; cancelled checks; bank statements; schedules containing comparisons of budgeted amounts and actual expenditures; and construction progress schedules.
- V. **Review and Audits.** The MUNICIPALITY shall give the COUNTY access to all books, accounts, records, reports and files pertaining to the administration, receipt and use of COUNTY funds under this AGREEMENT to necessitate any reviews or audits.
- W. **Section Headings.** The descriptive section and subsection headings used in this AGREEMENT are for convenience only and shall not control or affect the meaning or construction of any of the provisions thereof.
- X. **Severability.** If any term of this AGREEMENT is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.
- Y. **Waiver of Default.** The failure by the COUNTY or the MUNICIPALITY to seek redress for violation of or to insist upon strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the COUNTY or the MUNICIPALITY unless such provision is waived in writing.

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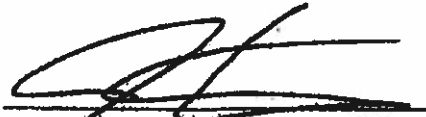
IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

EXECUTED BY COUNTY OF COOK:

EXECUTED BY VILLAGE OF TINLEY PARK:



Toni Preckwinkle
President
Cook County Board of Commissioners



Jacob P. Vandenberg
Mayor

This ____ day of _____, 2020

This 10th day of December 2020

ATTEST:


County Clerk

ATTEST:

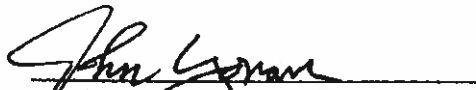

Village Clerk

DEC 17 2020

RECOMMENDED BY:

APPROVED AS TO FORM:

Kimberly M. Foxx, State's Attorney



John Yonan, P.E.
Superintendent
County of Cook
Department of Transportation and Highways

By:



Assistant State's Attorney

EXHIBIT A
Funding Breakdown

ITEM	TOTAL COST	FPDCC SHARE	COUNTY SHARE
PROJECT IMPROVEMENTS (All Phases)	\$500,000	Balance in excess of \$500,000	Up to \$500,000

I, KAREN A. YARBROUGH, County Clerk of Cook County, in the State of Illinois aforesaid and keeper of the records and files of said Cook County, do hereby certify that The Board of Commissioners of The County of Cook, at their regular meeting held on December 17, 2020, passed the following Resolution:

21-R-

RESOLUTION

Sponsored by

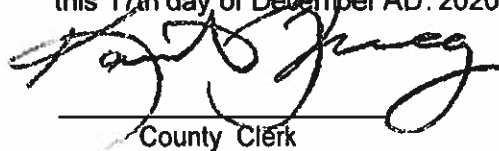
THE HONORABLE TONI PRECKWINKLE

PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS

RESOLVED, by the members of The Board of Commissioners of Cook County, Illinois, on behalf of the County of Cook, to authorize and direct its President to execute, by original signature or authorized signature stamp, two (2) copies of an Intergovernmental Agreement with the Village of Tinley Park, said Agreement attached, wherein the Village will be the lead agency for a Maintenance Partnership; that the County of Cook will pay for a share of the Maintenance Partnership costs incurred by the Village and shall reimburse the Village for its share of said costs (estimated total County share \$500,000.00) under County Section: 20-MUNMP-00-PV ; and, the Department of Transportation and Highways is authorized and directed to return one (1) executed copy of the Agreement with a certified copy of this Resolution to the Village of Tinley Park and implement the terms of the Agreement.

All of which appears from the records and files of my office.

**IN WITNESS WHEREOF I have hereunto set
my hand and affixed the SEAL of said County
at my office in the City of Chicago, in said County,
this 17th day of December AD. 2020.**



County Clerk

(SEAL)

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-105, "A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE VILLAGE OF TINLEY PARK AND THE COOK COUNTY DEPARTMENT OF TRANSPORTATION FOR 94TH AVENUE IMPROVEMENTS," which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 20, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 20th day of October, 2020.



KRISTIN A. THIRION, VILLAGE CLERK