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**THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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**RESOLUTION**

**NO.2022-R-030**

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**A RESOLUTION APPROVING FIRST AMENDMENT TO AN  
INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF  
TINLEY PARK AND COOK COUNTY, ILLINOIS BY AND THROUGH  
THE DEPARTMENT OF TRANSPORTATION AND HIGHWAYS**

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**MICHAEL W. GLOTZ, PRESIDENT  
NANCY O'CONNOR, VILLAGE CLERK**

**WILLIAM P. BRADY  
WILLIAM A. BRENNAN  
DIANE M. GALANTE  
DENNIS P. MAHONEY  
MICHAEL G. MUELLER  
COLLEN M. SULLIVAN  
Board of Trustees**

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Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park  
Peterson, Johnson, & Murray Chicago, LLC, Village Attorneys  
200 W. Adams, Suite 2125, Chicago, IL 60606

**VILLAGE OF TINLEY PARK**  
Cook County, Illinois  
Will County, Illinois

**RESOLUTION NO. 2022-R-030**

**A RESOLUTION APPROVING FIRST AMENDMENT TO AN  
INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF  
TINLEY PARK AND COOK COUNTY, ILLINOIS BY AND THROUGH  
THE DEPARTMENT OF TRANSPORTATION AND HIGHWAYS**

**WHEREAS**, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

**WHEREAS**, the Village of Tinley Park (“Village”) previously entered into an Intergovernmental Agreement (“Agreement”) on September 13, 2017 to establish the responsibilities and costs associated with improvements along 175<sup>th</sup> Street from Oak Park Avenue to Ridgeland Avenue, Ridgeland Avenue from 175<sup>th</sup> Street to Oak Forest Avenue, and Oak Forest Avenue from Ridgeland Avenue to 167<sup>th</sup> Street (the “Project”); and

**WHEREAS**, the Village desires to enter into an Amendment to the Agreement, attached hereto as Exhibit 1, with Cook County, Illinois by and through the Department of Transportation and Highways, to amend certain financial provisions; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of said Village of Tinley Park and its residents to enter into said Agreement with Cook County, Illinois; and

**NOW, THEREFORE, BE IT RESOLVED** BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, STATE AS FOLLOWS:

SECTION 1: The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

SECTION 2: The President and Board of Trustees of the Village of Tinley Park hereby approve said Agreement substantially in the form, attached hereto as Exhibit 1, and made a part hereof, and the Village President and/or Village Manager are hereby authorized to execute and memorialize said Agreement, subject to review and revision as to form by the Village Attorney.

SECTION 3: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Resolution shall be and is hereby repealed to the extent of such conflict.

SECTION 4: That the Village Clerk is hereby ordered and directed to publish this Resolution in pamphlet form, and this Resolution shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 5<sup>th</sup> day of April, 2022.

AYES: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan

NAYS: None

ABSENT:None

APPROVED THIS 5<sup>th</sup> day of April, 2022.

  
VILLAGE PRESIDENT

ATTEST:

  
VILLAGE CLERK

**2022-R-030**

**EXHIBIT 1**

**FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT**

COUNTY OF COOK

175<sup>TH</sup> STREET  
Oak Park Avenue to Ridgeland Avenue

RIDGELAND AVENUE  
175<sup>TH</sup> Street to Oak Forest Avenue

OAK FOREST AVENUE  
Ridgeland Avenue to 167<sup>TH</sup> Street

VILLAGE OF TINLEY PARK

Section: 17-B6125-00-EG

This **First Amendment to Intergovernmental Agreement** (the "FIRST AMENDMENT") is entered into this 5<sup>th</sup> day of April, 2022, 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 "VILLAGE"). The COUNTY and VILLAGE are sometimes referred to herein collectively as the "PARTIES."

**RECITALS**

**WHEREAS**, the COUNTY and VILLAGE entered into an Intergovernmental Agreement (the "AGREEMENT") on September 13, 2017, to establish the responsibilities and costs associated with Part A Preliminary Engineering Services and Part B Design Engineering Services for improvements along 175<sup>th</sup> Street from Oak Park Avenue to Ridgeland Avenue, Ridgeland Avenue from 175<sup>th</sup> Street to Oak Forest Avenue, and Oak Forest Avenue from Ridgeland Avenue to 167<sup>th</sup> Street (the "PROJECT");

**WHEREAS**, the AGREEMENT is incorporated herein as EXHIBIT 1;

WHEREAS, the PARTIES wish to amend certain financial provisions in the AGREEMENT as additional scope was identified for the PROJECT, including extended timelines for project management, right-of-way and utility coordination, and updates to the plans, specifications and estimates for final submittal to the COUNTY;

**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 FIRST AMENDMENT;

**WHEREAS**, the VILLAGE, 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 FIRST AMENDMENT; and

**WHEREAS**, this FIRST AMENDMENT 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 agree as follows:

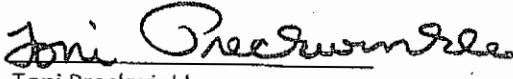
- A. All provisions contained in the original AGREEMENT that are not in conflict with the terms of this FIRST AMENDMENT shall remain in full force and effect.
- B. Subsection 3.1 of the AGREEMENT is hereby stricken and replaced with the following:
  - 3.1 County's Share of the PROJECT. The County shall pay for one hundred (100%) percent of the costs of the PROJECT as described in this Agreement, less the costs for the Village Work as described in Section 5.8 herein. The County's total estimated cost for the PROJECT is Five Hundred Thirty-Two Thousand Five Hundred Sixty and 00/100 Dollars (\$532,560.00).
- C. A Revised Funding Breakdown is incorporated into this FIRST AMENDMENT and the AGREEMENT and is attached hereto as REVISED EXHIBIT A. The Revised Funding Breakdown is only an estimate and does not limit the financial obligations of the PARTIES as described herein.
- D. In the event there is a conflict between the terms contained in this document and the attached exhibits, the terms included in this document shall control.
- E. This FIRST AMENDMENT shall become effective upon proper execution by authorized signatories of the PARTIES and shall remain in effect until the AGREEMENT is terminated by both PARTIES in writing.
- F. This FIRST AMENDMENT 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. This FIRST AMENDMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and assigns.
- H. The introductory recitals included at the beginning of this FIRST AMENDMENT are agreed to and incorporated into this FIRST AMENDMENT.

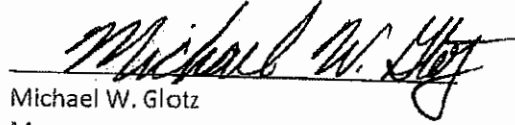
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IN WITNESS WHEREOF, the COUNTY and the VILLAGE have caused this FIRST AMENDMENT to be executed by their respective officials on the dates shown.

EXECUTED BY COUNTY OF COOK:

EXECUTED BY VILLAGE OF TINLEY PARK:

  
Toni Preckwinkle  
President  
Cook County Board of Commissioners

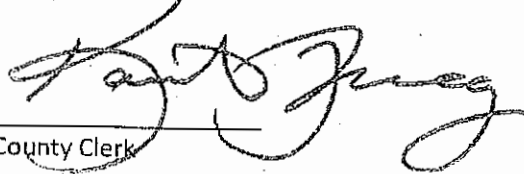
  
Michael W. Glotz  
Mayor

This \_\_\_ day of \_\_\_\_\_ A.D. 2022.

This 5<sup>th</sup> day of April, A.D. 2022.

ATTEST:

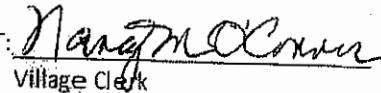
County Clerk



(SEAL)

ATTEST:

Village Clerk

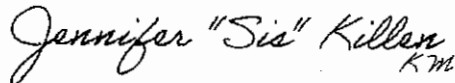


(SEAL)

RECOMMENDED BY:

APPROVED AS TO FORM:

Kimberly M. Foxx, State's Attorney



Jennifer "Sis" Killen, P.E., PTOE  
Superintendent  
County of Cook  
Department of Transportation and Highways

  
Assistant State's Attorney

APPROVED  
BY THE BOARD OF COOK COUNTY COMMISSIONERS

MAY 12 2022

COM \_\_\_\_\_

**REVISED EXHIBIT A**

**Funding Breakdown**

<b>ITEM</b>	<b>ESTIMATED TOTAL COST</b>	<b>VILLAGE SHARE</b>	<b>COUNTY SHARE</b>
Original Agreement  Part A Preliminary Engineering and Part B Design Engineering Costs  September 13, 2017	\$482,562	\$0	\$482,562
First Amendment  Additional Part B Design Engineering Costs	\$49,998	\$0	\$49,998
<b>REVISED TOTAL</b>	<b>\$532,560</b>	<b>\$0</b>	<b>\$532,560</b>



**First Amendment to IGA**

**EXHIBIT 1**

STATE OF ILLINOIS )

COUNTY OF COOK ) SS.

COUNTY OF WILL )

CLERK'S CERTIFICATE

I, **KRISTIN A. THIRION**, 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. 2017-R-040**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE COUNTY OF COOK FOR 175<sup>TH</sup> STREET – OAK PARK AVENUE TO RIDGELAND AVENUE**

which was passed by the Board of Trustees of the Village of Tinley Park at a regular meeting held on the 1<sup>st</sup> day of August, 2017, at which meeting a quorum was present, and approved by the President of the Village of Tinley Park on the 1<sup>st</sup> day of August, 2017.

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:** Younker, Pannitto, Berg, Brady, Glotz, Mangin

**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 9 day of August, 2017



*Kristin A. Thirion*  
Deputy Village Clerk

**RESOLUTION NO. 2017-R-040**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE COUNTY OF COOK FOR 175<sup>TH</sup> STREET – OAK PARK AVENUE TO RIDGELAND AVENUE**

**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 Intergovernmental Agreement with the County of Cook pertaining to the making of improvements along 175<sup>th</sup>, Ridgeland Avenue, and Oak Forest Avenue, 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 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.

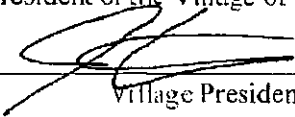
**ADOPTED** this 1<sup>st</sup> day of August, 2017, by the Corporate Authorities of the Village of Tinley Park  
on a roll call vote as follows:

**AYES:**

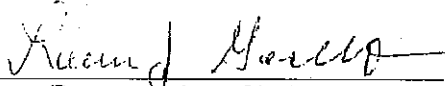
**NAYS:**

**ABSENT:**

**APPROVED** this 1<sup>st</sup> day of August, 2017, by the President of the Village of Tinley Park.

  
\_\_\_\_\_  
Village President

**ATTEST:**

  
\_\_\_\_\_  
Deputy Village Clerk

**EXHIBIT 1**

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK  
AND THE COUNTY OF COOK FOR 175<sup>TH</sup> STREET –  
OAK PARK AVENUE TO RIDGELAND AVENUE**

## INTERGOVERNMENTAL AGREEMENT

THE COUNTY OF COOK

175<sup>TH</sup> STREET  
Oak Park Avenue to Ridgeland Avenue

VILLAGE OF TINLEY PARK

RIDGELAND AVENUE  
175<sup>th</sup> Street to Oak Forest Avenue

OAK FOREST AVENUE  
Ridgeland Avenue to 167<sup>th</sup> Street

Section: 17-B6125-00-EG

This **Intergovernmental Agreement** (the "Agreement") is made and entered into by and between the County of Cook (the "County"), a body politic and corporate of the State of Illinois, and the Village of Tinley Park (the "Village"), a municipal corporation of the State of Illinois. The County and the Village are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

### RECITALS

**WHEREAS**, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

**WHEREAS**, the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize and encourages intergovernmental cooperation; 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 Village 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**, the County and the Village are units of local government under the Illinois and have the constitutional and statutory authority to enter into this Agreement; and

**WHEREAS**, in order to facilitate the free flow of traffic and ensure the safety of the motoring public, the County and the Village wish to make improvements along 175<sup>TH</sup> Street from Oak Park Avenue to Ridgeland Avenue, Ridgeland Avenue from 175<sup>th</sup> Street to Oak Forest Avenue, and Oak Forest Avenue from Ridgeland Avenue to 167<sup>th</sup> Street; and

**WHEREAS**, the Village has prepared Part A Preliminary Engineering Study report originally approved in April 2009 for the 175<sup>th</sup> Street corridor from Oak Park Avenue to Ridgeland Avenue, Ridgeland Avenue corridor from 175<sup>th</sup> Street to Oak Forest Avenue and Oak Forest Avenue corridor from Ridgeland Avenue to 167<sup>th</sup> Street; and

175<sup>TH</sup> STREET  
RIDGELAND AVENUE  
OAK FOREST AVENUE  
Section: 17-B6125-00-EG

**WHEREAS**, the planned improvements include update of the Part A Preliminary Engineering Study report, and completing Part B Design Engineering for the improvement along 175<sup>th</sup> Street from Oak Park Avenue to Ridgeland Avenue, Ridgeland Avenue from 175<sup>th</sup> Street to Oak Forest Avenue and Oak Forest Avenue from Ridgeland Avenue to 167<sup>th</sup> Street (hereinafter the planned improvements are collectively referred to as the "PROJECT") and said PROJECT is herein designated as County Section: 17-B6125-00-EG; and

**WHEREAS**, the Village and County established terms for updating Part A Preliminary Engineering Study report and completion of Part B Design Engineering for the PROJECT in a Letter of Understanding dated June 15, 2016 and accepted by the Village on July 19, 2016; and

**WHEREAS**, the Part A Preliminary Engineering Study report updates for the improvement will include general administration, meetings with various agencies, revisions to preliminary design and drainage study, public involvement, existing right-of-way determination and right-of-way impact analysis, traffic signal warrant study, and all other related work necessary to complete the revised Part A project report to current standards and requirements; and

**WHEREAS**, the Part B Design Engineering for the improvement will include general administration, coordination with various agencies, municipalities and utility companies; preparation of right-of-way plans and documents, plats and legals, public involvement, preparation of pre-final and final construction plans, specifications, estimates and contract documents; project administration, coordination with regulatory agencies and permit acquisition, field services, construction assistance, shop drawing review and various meetings; and

**WHEREAS**, the Part A Preliminary Engineering Study was originally conducted by the Village's consultant, Robinson Engineering, Ltd., it is in the mutual best interest of the Parties hereto for Robinson Engineering, Ltd. to conduct Part A Engineering Study updates and Part B Design Engineering for the PROJECT by utilizing its extensive knowledge and understanding of the improvements in order to most effectively accomplish labor and cost efficiencies; and

**WHEREAS**, the County has requested assistance from the Village with conducting the Part A Preliminary Engineering update services and Part B Design Engineering services for the PROJECT and the Village concurs with this request; and

**WHEREAS**, the County and the Village, by this instrument, desire to memorialize their respective obligations and responsibilities toward the PROJECT; and

**NOW THEREFORE**, in consideration of the promises, covenants, terms and conditions set forth in this Agreement, the Parties hereto agree as follows:

#### **SECTION 1. INCORPORATION OF RECITALS**

The above recitals are incorporated into this Agreement as if set forth herein.

#### **SECTION 2. TERM AND TERMINATION**

This Agreement between the County and the Village shall not become effective unless authorized and executed by the Cook County Board of Commissioners and an authorized representative of the Village. This Agreement is a legal, valid and binding agreement, enforceable against the Village and, the County, in accordance with its terms. This Agreement shall terminate two years after completion of the PROJECT.

### SECTION 3. PROJECT FUNDS

- 3.1 County's Share of the PROJECT. The County shall pay for one hundred (100%) percent of the costs of the PROJECT as described in this Agreement, less the costs for the Village Work as described in Section 5.8 herein. The County's total estimated cost for the PROJECT is Four Hundred Eighty-Two Thousand Five Hundred Sixty-Two and 00/100 Dollars (\$482,562.00).
- 3.2 Village's Share of the PROJECT. Except for costs related to Village authorized work that is outside the PROJECT scope of work and subject to the availability of County Funding, the Village shall not incur any costs for the PROJECT.
- 3.3 Cost Estimates. The Village Share and the County Share are more fully described in the Funding Breakdown which is incorporated and attached hereto as Exhibit A and is only an estimate. Notwithstanding the forgoing, the County's obligations to pay for eligible items shall be based upon the actual work performed and the costs as approved for the PROJECT.

### SECTION 4. COUNTY'S RESPONSIBILITIES

- 4.1 Contract Review. The County shall review the Part A Preliminary Engineering update Services contract and Part B Design Engineering Services contract for adequacy and acknowledge its concurrence for same to the Village.
- 4.2 Plan Review. The County shall review and approve plan submittals in a timely manner.
- 4.3 Right-of-Way.
  - 4.3.1 The County shall review and approve the Village's plats and legal descriptions.
  - 4.3.2 The County shall responsible for preparation of appraisals, review of appraisals and perform negotiations for land acquisition.
  - 4.3.3 The County shall pay for one hundred (100%) percent of the costs for the preparation of appraisals, review appraisals, negotiations and land acquisition.
- 4.4 Payments to the Village. The costs that the County is obligated to pay as described in Section 3. Project Funds, shall be paid on a progressive basis as follows:
  - 4.4.1 The first installment in the amount of Seventy-Eight Thousand Nine Hundred Sixty-Six Dollars (\$78,966.00), shall be invoiced by the Village within ninety (90) days following County execution of this Agreement and the County shall pay the Village within ninety (90) days after receipt of invoice from the Village.
  - 4.4.2 The remaining balance of County obligations shall be invoiced by the Village on a progressive basis thereafter and the County shall pay the Village within ninety (90) days after receipt of the invoice from the Village.



## SECTION 5. VILLAGE'S OBLIGATIONS

- 5.1 Village as Lead Agent: Appropriation of Funds. The Village will act as Lead Agent for the engineering phases of the PROJECT and shall finance the Part A preliminary engineering study update and Part B design engineering costs, subject to the reimbursements provisions found in Section 3.
- 5.2 Design Engineering. The Village shall execute an engineering services contract with Robinson Engineering, Ltd., subject to contract review and approval by the County, to conduct Part A Engineering Study updates, Part B Design Engineering and prepare PROJECT construction design plans, specifications, estimates and contract documents for bidding purposes and obtain County and State of Illinois approval of final plans, specifications, estimates and contract documents.
- 5.3 Right-of-way. The Village's consultant shall include surveying to reference highway centerlines to public landlines, preparation of legal descriptions, land surveying to locate boundaries, staking of proposed right-of-way, preparation of a statutory plat of highways (including cover sheet), preparation and recording of monument record documents for all U.S. public and survey monuments referred to in the legal descriptions.
- 5.4 Plan Development. The Village shall have the County participate in plan development and review of plan submittals by the Village consultant (at 65%, 90% and 100% levels) and await County approval of Final Plans before advertising the PROJECT for letting. The submittal shall be directed to the Bureau Chief of Design, Department of Transportation and Highways, 69 W. Washington Street, 23<sup>rd</sup> Floor, Chicago, IL 60602.
- 5.5 Regulatory Permits. The Village shall prepare, submit the required documentation (including any associated fees) for and secure any regulatory permits required for the PROJECT.
- 5.6 Meetings and Coordination. The Village will coordinate with the County for identification and scheduling of all meetings for the PROJECT, including utility coordination, staging, review meetings and public meetings, adjacent municipalities and regulatory agencies, as required.
- 5.7 County's Identifier. The Village shall reference all correspondence, invoices and other documents for the PROJECT with the County's identifier Section: 17-B6125-00-EG.
- 5.8 Village Work: The Village shall pay for one hundred (100%) percent of the costs for design engineering, construction, construction engineering preparation of appraisals, review appraisals, negotiations, land acquisition and regulatory permit approvals for any Village infrastructure or infrastructure adjustments that may be identified during the Part A Study and/or Part B design engineering and, said work to include new water main and sanitary sewer.
- 5.9 Street Lighting: The Village shall pay for one hundred (100%) percent of the costs for construction and construction engineering for Street Lighting. The County shall pay for one hundred (100%) percent of the costs for design engineering for Street Lighting.
- 5.10 Final Plans. The Village shall supply the County with Final PROJECT plans, specifications and contract documents for bidding purposes.

## SECTION 6. GENERAL PROVISIONS

- 6.1 Governing Law and Venue. This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflict-of-law principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Cook County and each Party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.
- 6.2 Default. The Village shall be in default hereunder in the event of a material breach by the Village of any term or condition of this Agreement including, but not limited to, a representation or warranty, where the Village has failed to cure such breach within ninety (90) days after written notice of the breach is given to Village by the County, setting forth the nature of such breach. Failure of County to give written notice of breach to the Village shall not be deemed to be a waiver of the County's right to assert such breach at a later time. Upon default by the Village, the County shall be entitled to exercise all available remedies at law or in equity, including, but not limited to, termination of this Agreement upon thirty (30) days' written notice to the Village.
- The County shall be in default hereunder in the event of a material breach by the County of any term or condition of this Agreement including, but not limited to, a representation or warranty, where the County has failed to cure such breach within ninety (90) days after written notice of the breach is given to the County by the Village, setting forth the nature of such breach. Failure of Village to give written notice of breach to the County shall not be deemed to be a waiver of the Village's right to assert such breach at a later time. Upon default by the County, the Village shall be entitled to exercise all available remedies at law or in equity, including, but not limited to, termination of this Agreement upon thirty (30) days' written notice to the County.
- 6.3 Modification. This Agreement may not be altered, modified or amended except by a written instrument signed by both Parties; provided, however, the Parties agree that provisions required to be inserted in this Agreement by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they appear in this Agreement and that in no event will the failure to insert such provisions prevent the enforcement of this Agreement.
- 6.4 Binding Successors. The Parties agree that their respective successors and assigns shall be bound by the terms of this Agreement.
- 6.5 Compliance with Department of Transportation and Highways Permits. This Agreement shall serve in lieu of a separate County permit for the water main, sanitary sewer, storm sewer, sidewalks, bike path and street lighting installed as part of the Project; and, by execution of this Agreement, the Village shall be bound by the General Terms for Department of Transportation and Highways Permits as they exist on the date of the execution of this Agreement by the County.
- 6.6 Force Majeure. Neither the County nor the Village shall be liable for failing to fulfill any obligation under this Agreement to the extent any such failure is caused by any event beyond such Party's control and which event is not caused by such Party's fault or negligence. Such events shall include, but are not limited to, acts of God, acts of war, fires, lightning, floods, epidemics or riots.
- 6.7 Time of the Essence. The obligations of the Parties as set forth in this Agreement shall be performed in a timely manner such that it will not result in a delay of the Project timetable as determined by the Parties.

175<sup>TH</sup> STREET  
RIDGELAND AVENUE  
OAK FOREST AVENUE  
Section: 17-B6125-00-EG

- 6.8 Notices. Unless otherwise specified, any notice, demand or request required under this Agreement must be given in writing at the addresses set forth below by any of the following means: personal service, overnight courier or first class mail.

TO THE COUNTY:

Mr. John Yonan, P.E.  
Superintendent  
Cook County Department of Transportation and Highways  
69 West Washington, Suite 2400  
Chicago, IL 60602

TO THE VILLAGE OF TINLEY PARK:

Mr. David Niemeyer  
Village Manager  
Village of Tinley Park  
16250 South Park Avenue  
Tinley Park, IL 60477

- 6.9 Entire Agreement. This Agreement constitutes the entire agreement between the County and the Village, and merges all discussion between them and supersedes and replaces any and every other prior or contemporaneous agreement, negotiation, understanding, commitment and writing with respect to such subject matter hereof.

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175<sup>TH</sup> STREET  
RIDGELAND AVENUE  
OAK FOREST AVENUE  
Section: 17-B6125-00-EG

IN WITNESS WHEREOF, the County and the Village have caused this Agreement to be executed by their respective officials on the dates as shown.

EXECUTED BY COUNTY:

EXECUTED BY  
VILLAGE OF TINLEY PARK:

\_\_\_\_\_  
Toni Preckwinkle  
President  
Cook County Board of Commissioners

\_\_\_\_\_  
Jacob C. Vandenberg  
Village President

This \_\_\_\_ day of \_\_\_\_\_ A.D. 2017.

This 1 day of August A.D. 2017.

ATTEST: \_\_\_\_\_  
County Clerk  
  
(SEAL)

ATTEST: Ram J. Gallo  
Deputy Village Clerk  
  
(SEAL)

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

\_\_\_\_\_  
Assistant State's Attorney

175<sup>TH</sup> STREET  
RIDGELAND AVENUE  
OAK FOREST AVENUE  
Section: 17-36125-00-1-C

IN WITNESS WHEREOF, the County and the Village have caused this Agreement to be executed by their respective officials on the dates as shown.

EXECUTED BY COUNTY:

*Toni Preeckwinkle*  
Toni Preeckwinkle  
President  
Cook County Board of Commissioners

EXECUTED BY  
VILLAGE OF TIMELY PARK:

*Jacob C. Vandenberg*  
Jacob C. Vandenberg  
Village President

This 13<sup>th</sup> day of Sept A.D. 2017

This 1 day of August A.D. 2017

ATTEST *David Orr*  
County Clerk

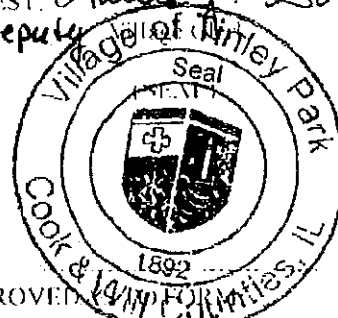
ATTEST *Laura J. Soeltke*  
Deputy Village of Timely Park

(SEAL)

COOK COUNTY BOARD OF COMMISSIONERS  
OFFICE OF THE COUNTY CLERK

SEP 13 2017

COM



RECOMMENDED BY

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

APPROVED  
Kimberly M. Fox, State's Attorney

*Kimberly M. Fox*  
Assistant State's Attorney

I, DAVID D. ORR, 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 September 13, 2017, passed the following Resolution:

**17-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, attached, wherein the Village will be the lead agency for Part A preliminary engineering study update and Part B design engineering services for improvements along 175<sup>th</sup> Street from Oak Park Avenue to Ridgeland Avenue, Ridgeland Avenue from 175<sup>th</sup> Street to Oak Forest Avenue and Oak Forest Avenue from Ridgeland Avenue to 167<sup>th</sup> Street; that the County of Cook will pay for a share of the Part A preliminary engineering study update and Part B design engineering services costs incurred by the Village and shall reimburse the Village of Tinley Park for its share of said costs (estimated total County share \$482,562.00) under County Section 17-B6125-00-ES, 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

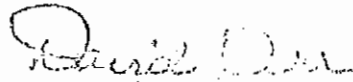
APPROVED BY THE BOARD OF  
COOK COUNTY COMMISSIONERS

SEP 13 2017

COM

(SEAL)

**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 13<sup>th</sup> day of September A.D. 2017.



County Clerk

175<sup>TH</sup> STREET  
RIDGELAND AVENUE  
OAK FOREST AVENUE  
Section: 17-B6125-00-EG

**EXHIBIT A**  
**Funding Breakdown**

<b>ITEM</b>	<b>ESTIMATED TOTAL COST</b>	<b>VILLAGE SHARE</b>	<b>COUNTY SHARE</b>
Part A Preliminary Engineering update Services	\$78,966.00	\$0	\$78,966.00
Part B Design Engineering Services	\$403,596.00	\$0	\$403,596.00
<b>TOTAL</b>	<b>\$482,562.00</b>	<b>\$0</b>	<b>\$482,562.00</b>

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 May 12, 2022, passed the following Resolution:

**22-R-  
RESOLUTION**

**Sponsored by**

**THE HONORABLE TONI PRECKWINKLE**

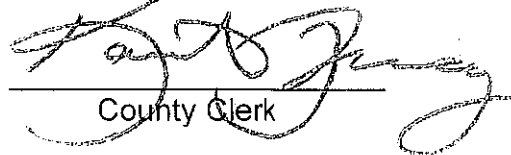
**PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS**

**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 a First Amendment to the Intergovernmental Agreement with the Village of Tinley Park, said Amendment attached, wherein the Village is lead agency for Part A preliminary engineering services and Part B design engineering services for improvements along 175<sup>th</sup> Street from Oak Park Avenue to Ridgeland Avenue, Ridgeland Avenue from 175<sup>th</sup> Street to Oak Forest Avenue, and Oak Forest Avenue from Ridgeland Avenue to 167<sup>th</sup> Street and said Agreement is amended to increase the County's participatory share of costs for the Part B design engineering services (estimated total increase \$49,998.00); and, Cook County is to reimburse the Village of Tinley Park for said costs as part of the Part B design engineering services, Section: 17-B612500-EG; and, the Department of Transportation and Highways is directed to take the necessary actions called for under the terms of the Amendment and is further directed to return one executed copy of said Amendment with this Resolution attached to the Village of Tinley Park.

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 12<sup>th</sup> day of May A.D. 2022.

(SEAL)

  
County Clerk

APPROVED  
BY THE BOARD OF COOK COUNTY COMMISSIONERS

MAY 12 2022

COM \_\_\_\_\_



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

ORIGINAL  
ORIGINAL

CERTIFICATE

I, LAURA J. GODETTE, 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. 2022-R-030, "A RESOLUTION APPROVING FIRST AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND COOK COUNTY, ILLINOIS BY AND THROUGH THE DEPARTMENT OF TRANSPORTATION AND HIGHWAYS," which was adopted by the President and Board of Trustees of the Village of Tinley Park on the 5<sup>th</sup> day of April, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 5<sup>th</sup> day of April, 2022.

*Laura J. Godette*  
DEPUTY VILLAGE CLERK

