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

RESOLUTION
NO. 2022-R-104

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY
PARK AND COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS
FOR AN INTERGOVERNMENTAL AGREEMENT FOR 175TH STREET
RECONSTRUCTION**

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

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

RESOLUTION NO. 2022-R-104

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS FOR AN INTERGOVERNMENTAL AGREEMENT FOR 175TH STREET RECONSTRUCTION

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 (“Village”) , Cook and Will Counties, Illinois, have considered entering into an Agreement with Cook County Department of Transportation and Highways providing for the addition of 175th Street (FAU 1618/CH B61) from the east edge of pavement of Oak Park Avenue to the west edge of pavement of Ridgeland Avenue, in its entirety, and Ridgeland Avenue (FAU 2780/CH W37) from the south edge of pavement of 175th Street northerly to the south edge of pavement of Oak Forest Avenue, in its entirety, to the Municipal Street System of the Village of Tinley Park, Cook County, Illinois, 21 calendar days after notification of acceptance by the Village of Tinley Park of the construction project identified as Section 20-B6125-00-PV a true and correct copy of such 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 and the County of Cook u n d e r date September 6, 2022, entered into an agreement for transfer of jurisdiction of the above-mentioned segments of 175th Street and Ridgeland Avenue and add to the Municipal Street System of 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**.

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 it be ordained by the Board of Trustees of the Village of Tinley Park that 175th Street (FAU 1618/CH B61) from the east edge of pavement of Oak Park Avenue to the west edge of pavement of Ridgeland Avenue, in its entirety, and Ridgeland Avenue (FAU 2780/CH W37) from the

south edge of pavement of 175th Street to the south edge of pavement of Oak Forest Avenue, in its entirety, be added to the Municipal Street System, 21 calendar days after notification of acceptance by the Village of Tinley Park of the construction project and this Resolution shall take effect from and after its adoption and approval.

Section 5: That the Mayor, Village Clerk, and such other persons as the Mayor deems necessary and appropriate, are hereby authorized to execute the Intergovernmental Agreement for Jurisdictional Transfer, which is attached hereto and made a part hereof, and to take such other and further steps as may be necessary to effectuate the intent of this Resolution.

Section 6: That this Resolution shall take effect from and after its adoption and approval.

Section 7: The Village Clerk is directed to see that a certified copy of this Resolution is included to the Intergovernmental Agreement for the Jurisdictional Transfer being entered into with the County of Cook and this Resolution shall be in full force and effect from and after its passage, approval, and publication as required by law. Five copies of said Agreement to be signed and returned to the County of Cook.

ADOPTED this 6th day of September, 2022, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

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

NAYS: None

ABSENT: None

APPROVED this 6th day of September, 2022, by the President of the Village of Tinley Park.


Village President

ATTEST:

Village Clerk

EXHIBIT 1

175th Street, Ridgeland Avenue and Oak Forest Avenue Intergovernmental Agreement between CCDOTH and Village of Tinley Park

INTERGOVERNMENTAL AGREEMENT

ORIGINAL

COUNTY OF COOK

175TH STREET
RIDGELAND AVENUE
OAK FOREST AVENUE

VILLAGE OF TINLEY PARK

SECTION: 20-B6125-00-PV

This **INTERGOVERNMENTAL AGREEMENT** (the "AGREEMENT"), effective upon the last dated signature below, is entered into 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 individually as a "PARTY" and collectively as the "PARTIES."

RECTIALS

WHEREAS, in order to facilitate the free flow of traffic and ensure the safety of the motoring public, the PARTIES desire to make improvements to 175th Street from Oak Park Avenue to Ridgeland Avenue, Ridgeland Avenue from 175th Street to Oak Forest Avenue, and Oak Forest Avenue from Ridgeland Avenue to 1000' east of Ridgeland Avenue (the "ROADWAYS");

WHEREAS, the planned improvements include reconstructing the deteriorated ROADWAYS, providing an urban cross-section with a closed drainage system and adding a two-way left turn lane; providing improved pedestrian facilities via new sidewalks on 175th Street and Ridgeland Avenue; installing on-street bike lanes along 175th Street west of Ridgeland Avenue and an off-street multi-use path along Ridgeland Avenue; lowering 175th Street's profile to eliminate the ditches/swales for easier maintenance and improved drainage; and landscaping, signing, pavement markings, engineering and other attendant highway appurtenances (collectively, the "PROJECT");

WHEREAS, the VILLAGE has requested that the COUNTY include the installation, upgrade, and/or relocation of VILLAGE water main, force main, sanitary sewer, street lighting and landscaping as part of the PROJECT, including but not limited to the upgrade of the traffic signals and installation of street lighting at the ROADWAYS (the "VILLAGE WORK");

WHEREAS, the PARTIES by this instrument desire to determine and establish their respective responsibilities toward engineering, construction, maintenance and funding of the PROJECT;

WHEREAS, the VILLAGE has agreed to accept jurisdiction of and maintenance responsibility for 175th Street from the east edge of pavement of Oak Park Avenue easterly 0.5 mile to the west edge of pavement of Ridgeland Avenue, in its entirety, and Ridgeland Avenue from the south edge of pavement of 175th Street northerly 0.40 mile to the south edge of pavement of Oak Forest Avenue, in its entirety. Said agreement is memorialized in a Local Agency Agreement for Jurisdictional Transfer, which is incorporated into and made a part of this AGREEMENT and attached hereto as EXHIBIT B;

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;

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, 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 agree as follows:

I. CONSTRUCTION AND CONSTRUCTION ENGINEERING

- A. **Bid Documents.** The VILLAGE shall prepare contract bid documents for the PROJECT, which shall include the minimum qualifications, plans and specifications, special provisions, and cost estimates. Said documents shall be provided to the COUNTY not later than sixty (60) calendar days prior to the bid date as determined by the COUNTY.
- B. **Construction Contract.** The COUNTY shall advertise and receive bids, award the construction contract, and cause the PROJECT to be built in accordance with the approved plans and specifications. In awarding and administering the construction contract, the COUNTY shall comply with all applicable state and federal laws and regulations.
- C. **Construction Engineering.** The COUNTY shall perform, or cause to be performed, construction engineering services for the PROJECT. Construction engineering services may include attendance at pre-construction and progress meetings, providing full-time or part-time inspection services and/or providing material testing reports.
- D. **Regulatory Permits and Fees.** The VILLAGE shall secure any and all regulatory permits required to construct and/or install the VILLAGE WORK. Any fee(s) for said permits shall be paid by the VILLAGE directly.
- E. **Village Right-of-Way.** The VILLAGE shall grant the COUNTY and/or the COUNTY's agents access to and/or temporary use of its property and/or right-of-way to construct the PROJECT, at no cost to the COUNTY or the COUNTY's agents.
- F. **Right of Inspection.** The VILLAGE and its authorized agents shall have reasonable rights of inspection (including pre-final and final inspection) during construction and/or installation of the VILLAGE WORK. The VILLAGE shall participate in the existing water main valve shutdown, new valve opening, water main pressure testing and chlorination certification of the water main work. The COUNTY shall work cooperatively with the VILLAGE to address and resolve any concerns raised by the VILLAGE with respect to the construction and/or installation of the VILLAGE WORK. Any dispute(s) concerning the construction and/or installation of the VILLAGE WORK shall be resolved in accordance with Section IV.H of this AGREEMENT.

- G. **Public Outreach.** The VILLAGE shall coordinate and control public notification of the scope, timing and duration of the PROJECT.
- H. **Final Inspection.** The VILLAGE shall participate in the final inspection of the PROJECT. The COUNTY shall provide not less than fourteen (14) calendar days' advance written notice to the VILLAGE prior to the date of the final inspection. The VILLAGE shall submit final punch list items to the COUNTY not less than (10) calendar days prior to the date of the final inspection as determined by the COUNTY.
- I. **Submittals.** All submittals required of the VILLAGE under this section of the AGREEMENT shall be directed to:

Bureau Chief of Construction
Attn: Holly Cichy, P.E.
Cook County Department of Transportation and Highways
69 W. Washington Street, 24th Floor
Chicago, IL 60602
E-mail: Construction.Bureau@cookcountyil.gov

II. MAINTENANCE

- A. **Definition.** As used herein, the terms "maintain" and "maintained" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal and/or replacement of the maintained facility when needed.
- B. **Water Main, Force Main and Sanitary Sewer.** The VILLAGE shall own, operate and maintain, or cause to be maintained, the water main, force main and sanitary sewer system relocated and/or improved as part of the PROJECT.
- C. **Sidewalks/Multi-Use Paths.** The VILLAGE shall own, operate, and maintain any sidewalks and/or multi-use paths installed and/or improved as part of the PROJECT, in compliance with the Americans with Disabilities Act (ADA), Public Right of Accessibility Guidelines (PROWAG), and any other federal and/or state laws and regulations. Maintenance responsibilities include, but are not limited to, maintenance and repair of surfaces, removal and replacement of sidewalks/multi-use paths, and removal of weeds and/or debris.
- D. **Street Lighting.** The VILLAGE shall own, operate and maintain any street lighting that is installed and/or improved as part of the PROJECT.
- E. **Indemnification.** The VILLAGE agrees to defend, indemnify, and hold harmless the COUNTY and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorneys' fees, losses, damages and liabilities incurred and/or suffered, directly or indirectly, from or attributable to claims arising out of or incident to the construction, use, repair and/or maintenance of the water main, force main, sanitary

sewer system, and any sidewalks, multi-use paths and/or street lighting installed and/or improved as part of the PROJECT, excluding any loss or damage caused by any negligence on the part of the COUNTY relating to the same.

- F. **Survives Termination.** Unless otherwise agreed to by the PARTIES in writing, the VILLAGE's maintenance obligations described in this section shall survive termination or expiration of this AGREEMENT.
- G. **Maintenance during Construction.** Notwithstanding the forgoing, the COUNTY shall be responsible for maintenance and repair of the ROADWAYS resulting from complaints or requests made to the COUNTY or VILLAGE.

III. FINANCIAL

- A. **County Cost Participation.** The COUNTY agrees to pay all actual construction and construction engineering costs for the PROJECT, subject to reimbursement by the VILLAGE as hereinafter stipulated.
- B. **Village Cost Participation.** The VILLAGE agrees to pay all actual construction costs for the VILLAGE WORK plus ten percent (10%) of the actual VILLAGE WORK construction costs for construction engineering.
- C. **Progressive Reimbursement.** The VILLAGE will pay the COUNTY for its share of construction and construction engineering costs as funds are expended by the COUNTY. The COUNTY may seek reimbursement from the VILLAGE not more frequently than on a monthly basis. The VILLAGE agrees to pay invoices from the COUNTY within ninety (90) calendar days of receipt thereof. Payments to the COUNTY shall be made by check payable to the Treasurer of Cook County and identified as COUNTY section number 20-B6125-00-PV. Payments shall be directed to:

Superintendent
Attn: Jennifer "Sis" Killen, P.E., PTOE
Cook County Department of Transportation and Highways
69 W. Washington Street, 24th Floor
Chicago, IL 60602

- D. **Substitutions and/or Substitute Work.** Bid work or materials may be requested in writing to be substituted with different work or materials. Provided that the substitute work and/or materials do not unreasonably delay the PROJECT schedule, the COUNTY will cause said substitute work and/or materials to be included in the PROJECT. Each PARTY will pay the costs of substitutions for their associated work items.
- E. **Additional Work.** Additional work may be requested to be added in writing. Provided that the additional work does not unreasonably delay the PROJECT schedule, the COUNTY will cause said additional work to be included in the PROJECT. Additional work will be paid for by force account or agreed unit price. Each PARTY will pay the costs of additional work for their associated work items.

- F. **Funding Breakdown.** A funding breakdown for the VILLAGE WORK is incorporated into and made a part of this AGREEMENT and attached as EXHIBIT A.

IV. GENERAL CONDITIONS

- A. **Authority to Execute.** The PARTIES have read and reviewed the terms of this AGREEMENT and by their signatures as affixed below represent that the signing party has the authority to execute this AGREEMENT and that the PARTIES intend to be bound by the terms and conditions contained herein.
- B. **Binding Successors.** This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES 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, which may in any manner affect the performance of this AGREEMENT.
- D. **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.
- E. **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.
- F. **County Section Number.** The PROJECT is hereby designated as COUNTY section number 20-B6125-00-PV. The PARTIES shall include COUNTY section number 20-BG6125-00-PV on all PROJECT-related submittals, including, but not limited to, correspondence and invoices.
- G. **Designation of Representatives.** Not later than fourteen (14) calendar days after the Effective Date of this AGREEMENT, as defined in Section IV.I below, each PARTY shall designate in writing a full-time representative for the implementation of this AGREEMENT. Each representative shall have the authority, on behalf of the respective PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other.
- H. **Dispute Resolution.** In the event of any dispute, claim, question or disagreement arising from the performance of this AGREEMENT, the PARTIES hereto shall consult and negotiate with each other in good faith to settle the dispute, claim, question or disagreement. In the event the PARTIES cannot mutually agree on the resolution of the dispute, claim, question or disagreement, the decision of the DEPARTMENT's Superintendent shall be final.

- I. **Effective Date.** The Effective Date of this AGREEMENT shall be the date that the last authorized signatory signs and dates this AGREEMENT. This AGREEMENT shall become effective only when the corporate authorities of each PARTY approve this AGREEMENT.
- J. **Electronic Signatures.** A signed copy of this AGREEMENT transmitted by facsimile, electronic mail or other means of electronic submission will be deemed to have the same legal effect as delivery of an original executed copy of 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 and 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 by any contingency reasonably beyond its control, including, but not limited to, acts of God, war, civil unrest, labor strikes or walkouts, fires, pandemics and/or 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. **Liability.** Subject to Section II.E herein, no official, officer, employee, attorney, agent or assign of either PARTY shall be liable for any negligent or wrongful act chargeable to the other unless such liability is imposed by a court of competent jurisdiction. The COUNTY assumes no liability for the actions of the VILLAGE and its officials, officers, employees, attorneys or agents under this AGREEMENT. The VILLAGE assumes no liability for the actions of the COUNTY and its officials, officers, employees, attorneys or agents under this AGREEMENT. Each PARTY agrees to be solely responsible for liability, suits, losses, judgments, damages or other demands imposed upon it as a result of its own actions or omissions in the performance of its obligations specified in this AGREEMENT. In the event of a claim for any wrongful or negligent act, each PARTY shall bear the cost of its own defense.
- O. **Modification.** Unless otherwise specified, this AGREEMENT may only be modified by a written instrument executed by the DEPARTMENT's Superintendent and an authorized representative of the VILLAGE.
- P. **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 they 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.

- Q. **No Third-Party Beneficiaries.** This AGREEMENT is not intended to benefit any person, entity or municipality not a party to this AGREEMENT, and no other person, entity or municipality shall be entitled to be treated as beneficiary of this AGREEMENT. This AGREEMENT is not intended to and does not create any third-party beneficiary or other rights in any third person or party, including, but not limited to, any agent, contractor, subcontractor, consultant, volunteer or other representative of any PARTY. No agent, employee, contractor, subcontractor, consultant, volunteer or other representative of any PARTY will be deemed an agent, employee, contractor, subcontractor, consultant, volunteer or other representative of the other.
- R. **Notices.** Unless otherwise specified, all reports, notices and other 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: Superintendent
Attn: Jennifer "Sis" Killen, P.E., PTOE
Cook County Department of Transportation and Highways
69 W. Washington Street, 24th Floor
Chicago, IL 60602
E-mail: Jennifer.Killen@cookcountyll.gov
- To the VILLAGE: Village Manager
Attn: Patrick Carr
Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477
E-mail: pcarr@tinleypark.org
- S. **Recitals.** The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into and made a part of this AGREEMENT.
- T. **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.
- U. **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.

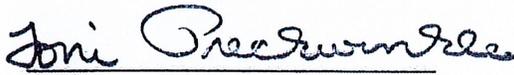
- V. **Termination.** Unless otherwise extended by the Superintendent of the DEPARTMENT or their designee in writing, this AGREEMENT terminates upon final acceptance of the PROJECT by the PARTIES and payment by the VILLAGE of the final invoice submitted by the COUNTY, or November 30, 2026, whichever date is earlier.
- W. **Waiver of Default.** The failure by the COUNTY or VILLAGE 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 VILLAGE unless such provision is waived in writing.

(signature page to follow)

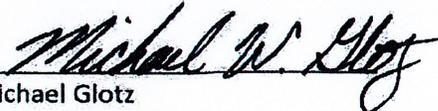
IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

EXECUTED BY COUNTY OF COOK:

EXECUTED BY VILLAGE OF TINLEY PARK:



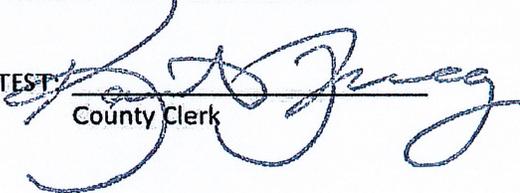
Toni Preckwinkle
President
Cook County Board of Commissioners



Michael Glotz
Village President

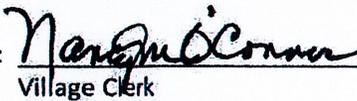
This _____ day of _____, 2022

This 6th day of September, 2022

ATTEST: 

County Clerk

(SEAL)

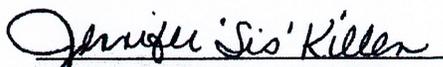
ATTEST: 

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

By: 

Assistant State's Attorney

EXHIBIT A

Funding Breakdown for Village Work

175th Street / Ridgeland Avenue / Oak Forest Avenue

ITEM	VILLAGE SHARE FOR "VILLAGE WORK"
Construction	100% estimated at \$4,597,768.00
Construction Engineering	10% of the Village Work estimated at \$459,777.00
TOTAL	\$5,057,545.00

EXHIBIT B



Local Agency No. 1 (Conveyor)	Local Agency No. 2 (Recipient)
Municipality: -----	Municipality: VILLAGE OF TINLEY PARK
Township/Road District: -----	Township/Road District: -----
County: COOK	County: -----

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Agency No. 1, hereinafter referred to as "Conveyor" and the above Local Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

Location Description

Name 175TH STREET Route FAU 1618 (CH B61) Length 0.50 mile (0.80 KM)
RIDGELAND AVENUE FAU 2780 (CH W37) 0.40 mile (0.64 KM)
Termini From the east edge of pavement of Oak Park Avenue easterly 0.5 mile to the west edge of pavement of Ridgeland Avenue, in its entirety
From the south edge of pavement of 175th Street northerly 0.40 mile to the south edge of pavement of Oak Forest Avenue, in its entirety

This transfer does does not include Structure _____

Include for Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the ordinance, and

Include for Counties Only

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the resolution, and

Include for Township/Road Districts Only

WHEREAS, the authority to make changes to the Township Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code.

The Conveyor Agrees to prepare a map of the above location and attach a copy of such location map hereto.

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective:

upon IDOT approval 21 calendar days after notification of acceptance by the Village of Tinley Park of the construction project identified as Section 20-B6125-00-PV

Supplements

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement.

Supplement Addendum #1 (Location Map), Addendum #2 (Village Ordinance), Addendum #3 (County Resolution), Addendum #4 (Stipulations)
(Insert supplement numbers or letters and page numbers, if applicable)

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

APPROVED BY CONVEYOR

APPROVED BY RECIPIENT

Name Toni Preckwinkle

Name Michael W. Glotz

Title President, Cook County Board of Commissioners
Chairman County Board/Mayor/Village President/etc.

Title Mayor, Village of Tinley Park
Chairman County Board/Mayor/Village President/etc.

Signature *Toni Preckwinkle*

Signature *Michael W. Glotz*

APPROVED

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION By: _____

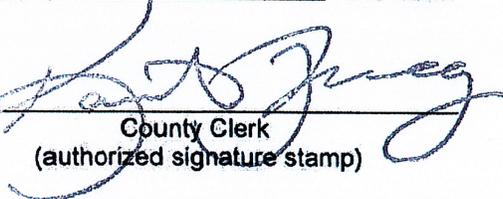
Director of Highways

Date

EXECUTED BY COUNTY:

This _____ day of _____ A.D. 2023.

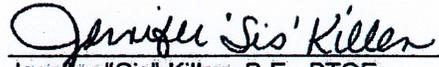
ATTEST:

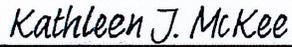

County Clerk
(authorized signature stamp)

(SEAL)

RECOMMENDED FOR APPROVAL:

APPROVED AS TO FORM:
Kimberly M. Foxx, State's Attorney


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

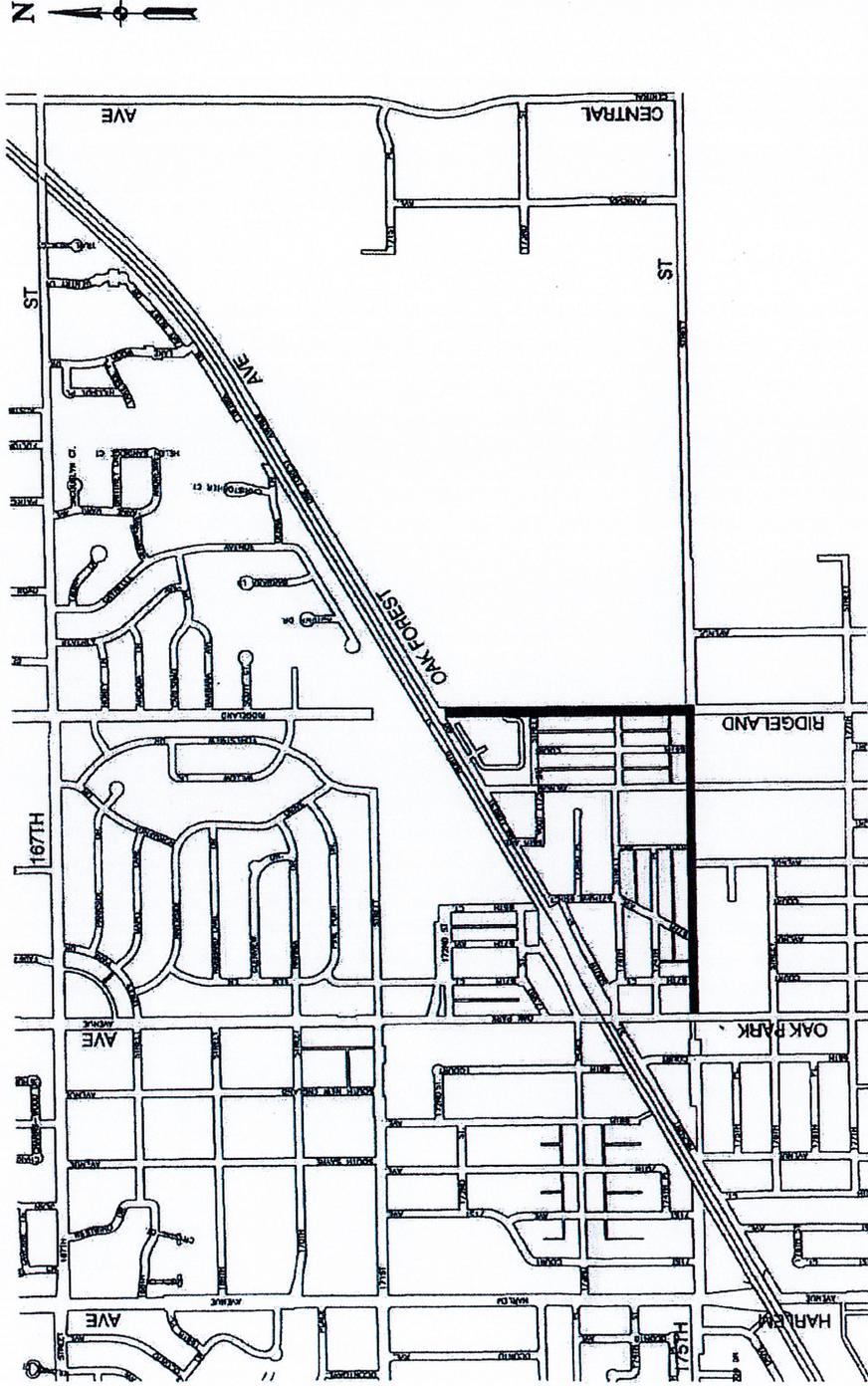
By: 
Assistant State's Attorney

Addendum #1 (Location Map)

VILLAGE OF TINLEY PARK, ILLINOIS

EXHIBIT #1

175TH STREET (FAU 1618) - OAK PARK AVENUE EASTERLY 0.5 MILE (0.8 KM) TO RIDGELAND AVENUE
RIDGELAND AVENUE (FAU 2780) - 175TH STREET NORTHERLY 0.4 MILE (0.64 KM) TO OAK FOREST AVENUE



JURISDICTIONAL TRANSFER LIMITS

LOCATION MAP



Addendum #2 (Village Ordinance)

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

CERTIFICATE

I, NANCY O'CONNOR, 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 Ordinance No. 2022-O-098, "AN ORDINANCE AUTHORIZING THE JURISDICTIONAL TRANSFER WITH COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS FOR 175TH STREET RECONSTRUCTION PROJECT" which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 20, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 20th day of December, 2022.


VILLAGE CLERK

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**ORDINANCE
NO. 2022-O-098**

**AN ORDINANCE AUTHORIZING THE JURISDICTIONAL TRANSFER
WITH COOK COUNTY DEPARTMENT OF TRANSPORTATION AND
HIGHWAYS FOR 175TH STREET RECONSTRUCTION PROJECT**

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

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

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

ORDINANCE NO. 2022-O-098

AN ORDINANCE AUTHORIZING THE JURISDICTIONAL TRANSFER WITH COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS FOR 175TH STREET RECONSTRUCTION PROJECT

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”) has previously adopted an Intergovernmental Agreement (IGA) for this project and is now willing enter into an agreement for transfer of jurisdiction for the limits of 175th Street (FAU 1618/CH B61) stated below, to its Municipal Street System.

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 the Village of Tinley Park and its residents to provide for the addition of 175th Street (FAU 1618/CH B61) from the east edge of pavement of Oak Park Avenue easterly 0.50 mile to the west edge of pavement of Ridgeland Avenue, in its entirety, and Ridgeland Avenue (FAU 2780/CH W37) from the south edge of pavement of 175th Street northerly 0.40 mile to the south edge of pavement of Oak Forest Avenue, in its entirety; and

NOW, THEREFORE, BE IT ORDAINED 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 facts as if said recitals were fully set forth herein.

SECTION 2: That the addition of 175th Street (FAU 1618/CH B61) and Ridgeland Avenue (FAU 2780/CH W37) be added to the Village’s Municipal Street System twenty-one (21) calendar days after notification of acceptance by the Village of Tinley Park of the construction project identified as Section 20-B6125-00-PV and attached hereto as **Exhibit #1**.

SECTION 3: That this Ordinance shall be in full force and effect from and after its adoption and approval.

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

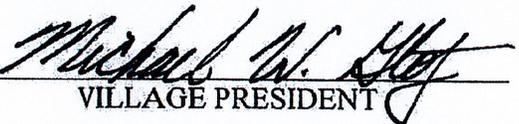
PASSED THIS 20th day of December, 2022.

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

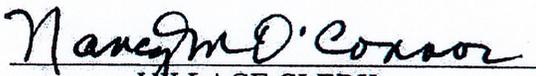
NAYS: None

ABSENT: None

APPROVED THIS 20th day of December, 2022.


VILLAGE PRESIDENT

ATTEST:


VILLAGE CLERK

Addendum #3 (County Resolution)

Addendum #3

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 _____, 2023, passed the following Resolution:

**23-R-
RESOLUTION**

Sponsored by

THE HONORABLE TONI PRECKWINKLE

PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS

Providing for the deletion of 175th Street (FAU 1618/CH B61) from the east edge of pavement of Oak Park Avenue easterly 0.50 mile to the west edge of pavement of Ridgeland Avenue, in its entirety, and Ridgeland Avenue (FAU 2780/CH W37) from the south edge of pavement of 175th Street northerly 0.40 mile to the south edge of pavement of Oak Forest Avenue, in its entirety, in the Village of Tinley Park, Illinois, from the County Highway System in Cook County, Illinois, 21 calendar days after acceptance by the Village of Tinley Park of the construction project identified as Section 20-B6125-00-PV.

Whereas the County Board of Cook County and the Village of Tinley Park entered into an agreement for the transfer of jurisdiction of the above locations to the Municipal Street System.

Now, therefore, be it resolved, that the above locations, with Illinois Department of Transportation approval, be deleted from the highway system of Cook County.

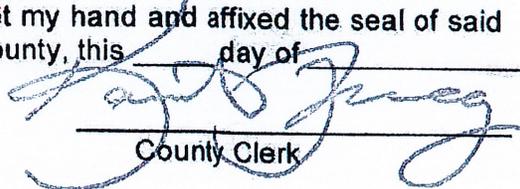
Be it further resolved, that the County Clerk is hereby directed to transmit five certified copies of this Resolution to the State through its Regional Engineer's Office at 201 West Center Court, Schaumburg, Illinois.

Certificate

I, Karen A. Yarbrough, County Clerk in and for said County in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a Resolution adopted by the County Board of Cook County at its regular meeting held on _____, 2023.

APPROVED
BY THE BOARD OF COOK COUNTY COMMISSIONERS
In testimony whereof, I have hereunto set my hand and affixed the seal of said County at my office in Chicago, in said County, this _____ day of _____, 2023.

APR 27 2023
(SEAL)



County Clerk

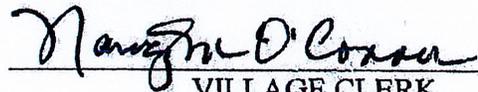
COM _____

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

CERTIFICATE

I, NANCY O'CONNOR, 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 Ordinance No. 2022-O-098, "AN ORDINANCE AUTHORIZING THE JURISDICTIONAL TRANSFER WITH COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS FOR 175TH STREET RECONSTRUCTION PROJECT" which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 20, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 20th day of December, 2022.


VILLAGE CLERK

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**ORDINANCE
NO. 2022-O-098**

**AN ORDINANCE AUTHORIZING THE JURISDICTIONAL TRANSFER
WITH COOK COUNTY DEPARTMENT OF TRANSPORTATION AND
HIGHWAYS FOR 175TH STREET RECONSTRUCTION PROJECT**

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

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

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

ORDINANCE NO. 2022-O-098

AN ORDINANCE AUTHORIZING THE JURISDICTIONAL TRANSFER WITH COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS FOR 175TH STREET RECONSTRUCTION PROJECT

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") has previously adopted an Intergovernmental Agreement (IGA) for this project and is now willing enter into an agreement for transfer of jurisdiction for the limits of 175th Street (FAU 1618/CH B61) stated below, to its Municipal Street System.

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 the Village of Tinley Park and its residents to provide for the addition of 175th Street (FAU 1618/CH B61) from the east edge of pavement of Oak Park Avenue easterly 0.50 mile to the west edge of pavement of Ridgeland Avenue, in its entirety, and Ridgeland Avenue (FAU 2780/CH W37) from the south edge of pavement of 175th Street northerly 0.40 mile to the south edge of pavement of Oak Forest Avenue, in its entirety; and

NOW, THEREFORE, BE IT ORDAINED 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 facts as if said recitals were fully set forth herein.

SECTION 2: That the addition of 175th Street (FAU 1618/CH B61) and Ridgeland Avenue (FAU 2780/CH W37) be added to the Village's Municipal Street System twenty-one (21) calendar days after notification of acceptance by the Village of Tinley Park of the construction project identified as Section 20-B6125-00-PV and attached hereto as Exhibit #1.

SECTION 3: That this Ordinance shall be in full force and effect from and after its adoption and approval.

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

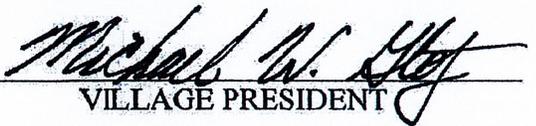
PASSED THIS 20th day of December, 2022.

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

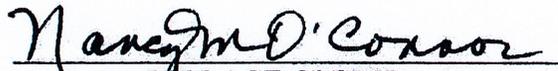
NAYS: None

ABSENT: None

APPROVED THIS 20th day of December, 2022.


VILLAGE PRESIDENT

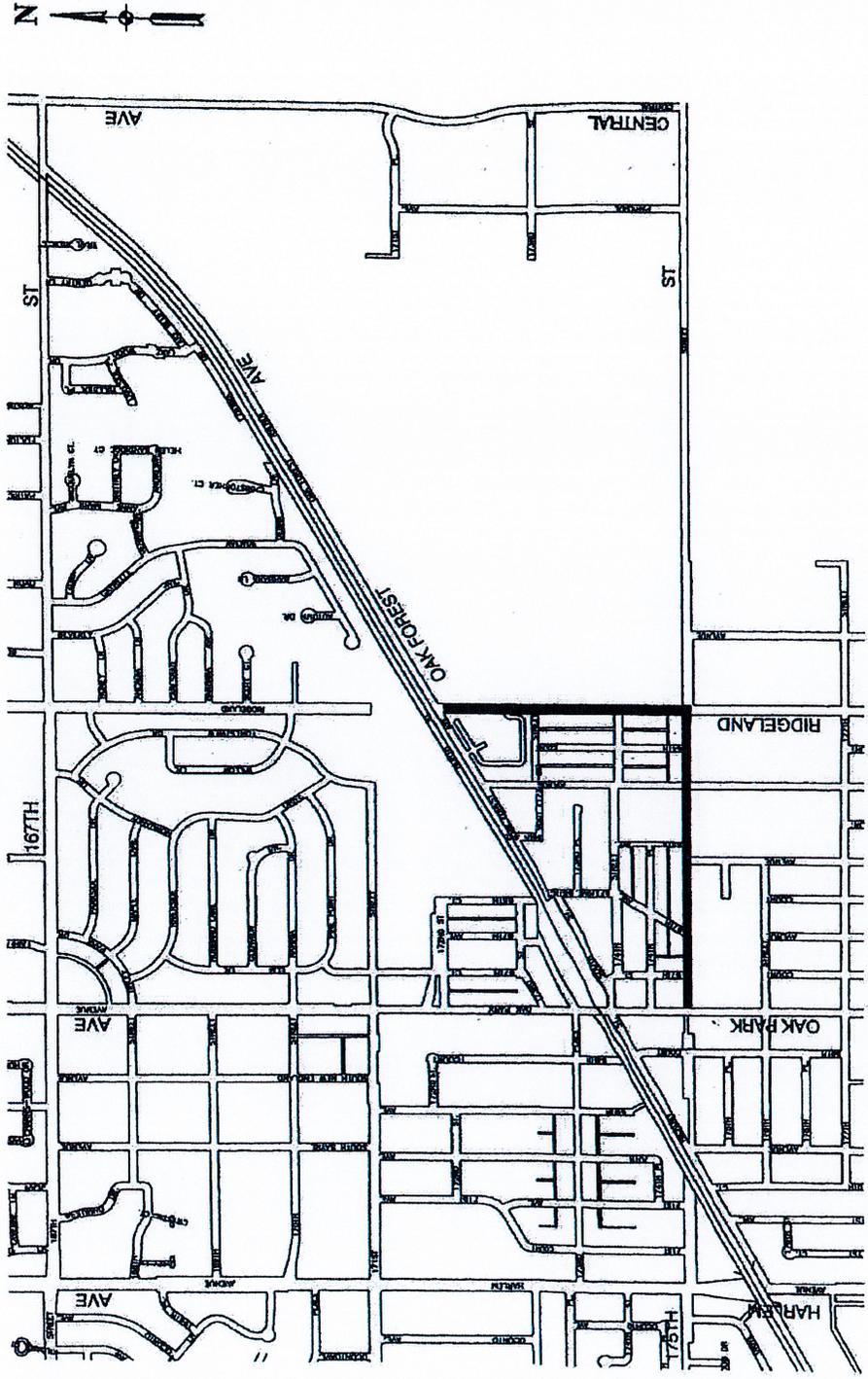
ATTEST:


VILLAGE CLERK

VILLAGE OF TINLEY PARK, ILLINOIS

EXHIBIT #1

175TH STREET (FAU 1618) - OAK PARK AVENUE EASTERLY 0.5 MILE (0.8 KM) TO RIDGELAND AVENUE
RIDGELAND AVENUE (FAU 2780) - 175TH STREET NORTHERLY 0.4 MILE (0.64 KM) TO OAK FOREST AVENUE



JURISDICTIONAL TRANSFER LIMITS

LOCATION MAP



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 April 27, 2023, passed the following Resolution:

**23-R-
RESOLUTION**

Sponsored by

THE HONORABLE TONI PRECKWINKLE

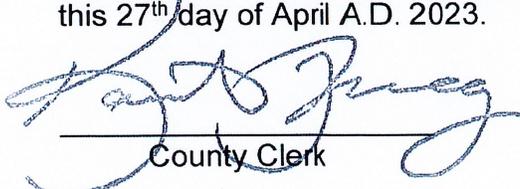
PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS

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 County will be the lead agency for the construction and construction engineering for improvements along 175th Street from Ridgeland Avenue to Oak Forest Avenue; that the County will include installation, upgrade, and/or relocation of water main, force main, sanitary sewer, street lighting and landscaping for the Village as part of County's construction contract for the project. The Village shall reimburse the County for its share of construction and construction engineering costs, estimated total Village cost \$5,057,545.00, under Cook County Section: 20-B6125-00-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 27th day of April A.D. 2023.

(SEAL)



County Clerk

**APPROVED
BY THE BOARD OF COOK COUNTY COMMISSIONERS**

APR 27 2023

COM _____

Addendum #4 (Stipulations) -IGA COPY

INTERGOVERNMENTAL AGREEMENT

COUNTY OF COOK

175TH STREET
RIDGELAND AVENUE
OAK FOREST AVENUE

VILLAGE OF TINLEY PARK

SECTION: 20-B6125-00-PV

This INTERGOVERNMENTAL AGREEMENT (the "AGREEMENT"), effective upon the last dated signature below, is entered into 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 individually as a "PARTY" and collectively as the "PARTIES."

RECITALS

WHEREAS, in order to facilitate the free flow of traffic and ensure the safety of the motoring public, the PARTIES desire to make improvements to 175th Street from Oak Park Avenue to Ridgeland Avenue, Ridgeland Avenue from 175th Street to Oak Forest Avenue, and Oak Forest Avenue from Ridgeland Avenue to 1000' east of Ridgeland Avenue (the "ROADWAYS");

WHEREAS, the planned improvements include reconstructing the deteriorated ROADWAYS, providing an urban cross-section with a closed drainage system and adding a two-way left turn lane; providing improved pedestrian facilities via new sidewalks on 175th Street and Ridgeland Avenue; installing on-street bike lanes along 175th Street west of Ridgeland Avenue and an off-street multi-use path along Ridgeland Avenue; lowering 175th Street's profile to eliminate the ditches/swales for easier maintenance and improved drainage; and landscaping, signing, pavement markings, engineering and other attendant highway appurtenances (collectively, the "PROJECT");

WHEREAS, the VILLAGE has requested that the COUNTY include the installation, upgrade, and/or relocation of VILLAGE water main, force main, sanitary sewer, street lighting and landscaping as part of the PROJECT, including but not limited to the upgrade of the traffic signals and installation of street lighting at the ROADWAYS (the "VILLAGE WORK");

WHEREAS, the PARTIES by this instrument desire to determine and establish their respective responsibilities toward engineering, construction, maintenance and funding of the PROJECT;

WHEREAS, the VILLAGE has agreed to accept jurisdiction of and maintenance responsibility for 175th Street from the east edge of pavement of Oak Park Avenue easterly 0.5 mile to the west edge of pavement of Ridgeland Avenue, in its entirety, and Ridgeland Avenue from the south edge of pavement of 175th Street northerly 0.40 mile to the south edge of pavement of Oak Forest Avenue, in its entirety. Said agreement is memorialized in a Local Agency Agreement for Jurisdictional Transfer, which is incorporated into and made a part of this AGREEMENT and attached hereto as EXHIBIT B;

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;

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, 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 agree as follows:

I. CONSTRUCTION AND CONSTRUCTION ENGINEERING

- A. **Bid Documents.** The VILLAGE shall prepare contract bid documents for the PROJECT, which shall include the minimum qualifications, plans and specifications, special provisions, and cost estimates. Said documents shall be provided to the COUNTY not later than sixty (60) calendar days prior to the bid date as determined by the COUNTY.
- B. **Construction Contract.** The COUNTY shall advertise and receive bids, award the construction contract, and cause the PROJECT to be built in accordance with the approved plans and specifications. In awarding and administering the construction contract, the COUNTY shall comply with all applicable state and federal laws and regulations.
- C. **Construction Engineering.** The COUNTY shall perform, or cause to be performed, construction engineering services for the PROJECT. Construction engineering services may include attendance at pre-construction and progress meetings, providing full-time or part-time inspection services and/or providing material testing reports.
- D. **Regulatory Permits and Fees.** The VILLAGE shall secure any and all regulatory permits required to construct and/or install the VILLAGE WORK. Any fee(s) for said permits shall be paid by the VILLAGE directly.
- E. **Village Right-of-Way.** The VILLAGE shall grant the COUNTY and/or the COUNTY's agents access to and/or temporary use of its property and/or right-of-way to construct the PROJECT, at no cost to the COUNTY or the COUNTY's agents.
- F. **Right of Inspection.** The VILLAGE and its authorized agents shall have reasonable rights of inspection (including pre-final and final inspection) during construction and/or installation of the VILLAGE WORK. The VILLAGE shall participate in the existing water main valve shutdown, new valve opening, water main pressure testing and chlorination certification of the water main work. The COUNTY shall work cooperatively with the VILLAGE to address and resolve any concerns raised by the VILLAGE with respect to the construction and/or installation of the VILLAGE WORK. Any dispute(s) concerning the construction and/or installation of the VILLAGE WORK shall be resolved in accordance with Section IV.H of this AGREEMENT.

- G. **Public Outreach.** The VILLAGE shall coordinate and control public notification of the scope, timing and duration of the PROJECT.
- H. **Final Inspection.** The VILLAGE shall participate in the final inspection of the PROJECT. The COUNTY shall provide not less than fourteen (14) calendar days' advance written notice to the VILLAGE prior to the date of the final inspection. The VILLAGE shall submit final punch list items to the COUNTY not less than (10) calendar days prior to the date of the final inspection as determined by the COUNTY.
- I. **Submittals.** All submittals required of the VILLAGE under this section of the AGREEMENT shall be directed to:

Bureau Chief of Construction
Attn: Holly Clchy, P.E.
Cook County Department of Transportation and Highways
69 W. Washington Street, 24th Floor
Chicago, IL 60602
E-mail: ConstructionBureau@cookcountyil.gov

II. MAINTENANCE

- A. **Definition.** As used herein, the terms "maintain" and "maintained" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal and/or replacement of the maintained facility when needed.
- B. **Water Main, Force Main and Sanitary Sewer.** The VILLAGE shall own, operate and maintain, or cause to be maintained, the water main, force main and sanitary sewer system relocated and/or improved as part of the PROJECT.
- C. **Sidewalks/Multi-Use Paths.** The VILLAGE shall own, operate, and maintain any sidewalks and/or multi-use paths installed and/or improved as part of the PROJECT, in compliance with the Americans with Disabilities Act (ADA), Public Right of Accessibility Guidelines (PROWAG), and any other federal and/or state laws and regulations. Maintenance responsibilities include, but are not limited to, maintenance and repair of surfaces, removal and replacement of sidewalks/multi-use paths, and removal of weeds and/or debris.
- D. **Street Lighting.** The VILLAGE shall own, operate and maintain any street lighting that is installed and/or improved as part of the PROJECT.
- E. **Indemnification.** The VILLAGE agrees to defend, indemnify, and hold harmless the COUNTY and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorneys' fees, losses, damages and liabilities incurred and/or suffered, directly or indirectly, from or attributable to claims arising out of or incident to the construction, use, repair and/or maintenance of the water main, force main, sanitary

sewer system, and any sidewalks, multi-use paths and/or street lighting installed and/or improved as part of the PROJECT; excluding any loss or damage caused by any negligence on the part of the COUNTY relating to the same.

- F. **Survives Termination.** Unless otherwise agreed to by the PARTIES in writing, the VILLAGE's maintenance obligations described in this section shall survive termination or expiration of this AGREEMENT.
- G. **Maintenance during Construction.** Notwithstanding the foregoing, the COUNTY shall be responsible for maintenance and repair of the ROADWAYS resulting from complaints or requests made to the COUNTY or VILLAGE.

III. FINANCIAL

- A. **County Cost Participation.** The COUNTY agrees to pay all actual construction and construction engineering costs for the PROJECT, subject to reimbursement by the VILLAGE as hereinafter stipulated.
- B. **Village Cost Participation.** The VILLAGE agrees to pay all actual construction costs for the VILLAGE WORK plus ten percent (10%) of the actual VILLAGE WORK construction costs for construction engineering.
- C. **Progressive Reimbursement.** The VILLAGE will pay the COUNTY for its share of construction and construction engineering costs as funds are expended by the COUNTY. The COUNTY may seek reimbursement from the VILLAGE not more frequently than on a monthly basis. The VILLAGE agrees to pay invoices from the COUNTY within ninety (90) calendar days of receipt thereof. Payments to the COUNTY shall be made by check payable to the Treasurer of Cook County and identified as COUNTY section number 20-B6125-00-PV. Payments shall be directed to:

Superintendent
Attn: Jennifer "Sis" Killen, P.E., PTOE
Cook County Department of Transportation and Highways
69 W. Washington Street, 24th floor
Chicago, IL 60602.

- D. **Substitutions and/or Substitute Work.** Bid work or materials may be requested in writing to be substituted with different work or materials. Provided that the substitute work and/or materials do not unreasonably delay the PROJECT schedule, the COUNTY will cause said substitute work and/or materials to be included in the PROJECT. Each PARTY will pay the costs of substitutions for their associated work items.
- E. **Additional Work.** Additional work may be requested to be added in writing. Provided that the additional work does not unreasonably delay the PROJECT schedule, the COUNTY will cause said additional work to be included in the PROJECT. Additional work will be paid for by force account or agreed unit price. Each PARTY will pay the costs of additional work for their associated work items.

- F. **Funding Breakdown.** A funding breakdown for the VILLAGE WORK is incorporated into and made a part of this AGREEMENT and attached as EXHIBIT A.

IV. GENERAL CONDITIONS

- A. **Authority to Execute.** The PARTIES have read and reviewed the terms of this AGREEMENT and by their signatures as affixed below represent that the signing party has the authority to execute this AGREEMENT and that the PARTIES intend to be bound by the terms and conditions contained herein.
- B. **Binding Successors.** This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES 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, which may in any manner affect the performance of this AGREEMENT.
- D. **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.
- E. **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.
- F. **County Section Number.** The PROJECT is hereby designated as COUNTY section number 20-B66125-00-PV. The PARTIES shall include COUNTY section number 20-B66125-00-PV on all PROJECT-related submittals, including, but not limited to, correspondence and invoices.
- G. **Designation of Representatives.** Not later than fourteen (14) calendar days after the Effective Date of this AGREEMENT, as defined in Section IV.J below, each PARTY shall designate in writing a full-time representative for the implementation of this AGREEMENT. Each representative shall have the authority, on behalf of the respective PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other.
- H. **Dispute Resolution.** In the event of any dispute, claim, question or disagreement arising from the performance of this AGREEMENT, the PARTIES hereto shall consult and negotiate with each other in good faith to settle the dispute, claim, question or disagreement. In the event the PARTIES cannot mutually agree on the resolution of the dispute, claim, question or disagreement, the decision of the DEPARTMENT'S Superintendent shall be final.

- I. **Effective Date.** The Effective Date of this AGREEMENT shall be the date that the last authorized signatory signs and dates this AGREEMENT. This AGREEMENT shall become effective only when the corporate authorities of each PARTY approve this AGREEMENT.
- J. **Electronic Signatures.** A signed copy of this AGREEMENT transmitted by facsimile, electronic mail or other means of electronic submission will be deemed to have the same legal effect as delivery of an original executed copy of 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 and 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 by any contingency reasonably beyond its control, including, but not limited to, acts of God, war, civil unrest, labor strikes or walkouts, fires, pandemics and/or 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. **Liability.** Subject to Section II.E herein, no official, officer, employee, attorney, agent or assign of either PARTY shall be liable for any negligent or wrongful act chargeable to the other unless such liability is imposed by a court of competent jurisdiction. The COUNTY assumes no liability for the actions of the VILLAGE and its officials, officers, employees, attorneys or agents under this AGREEMENT. The VILLAGE assumes no liability for the actions of the COUNTY and its officials, officers, employees, attorneys or agents under this AGREEMENT. Each PARTY agrees to be solely responsible for liability, suits, losses, judgments, damages or other demands imposed upon it as a result of its own actions or omissions in the performance of its obligations specified in this AGREEMENT. In the event of a claim for any wrongful or negligent act, each PARTY shall bear the cost of its own defense.
- O. **Modification.** Unless otherwise specified, this AGREEMENT may only be modified by a written instrument executed by the DEPARTMENT's Superintendent and an authorized representative of the VILLAGE.
- P. **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 they 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.

Q. **No Third-Party Beneficiaries.** This AGREEMENT is not intended to benefit any person, entity or municipality not a party to this AGREEMENT, and no other person, entity or municipality shall be entitled to be treated as beneficiary of this AGREEMENT. This AGREEMENT is not intended to and does not create any third-party beneficiary or other rights in any third person or party, including, but not limited to, any agent, contractor, subcontractor, consultant, volunteer or other representative of any PARTY. No agent, employee, contractor, subcontractor, consultant, volunteer or other representative of any PARTY will be deemed an agent, employee, contractor, subcontractor, consultant, volunteer or other representative of the other.

R. **Notices.** Unless otherwise specified, all reports, notices and other 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: Superintendent:
Attn: Jennifer "Siv" Killen, P.E., PTOE
Cook County Department of Transportation and Highways
69 W. Washington Street, 24th Floor
Chicago, IL 60602
E-mail: jenniferkillen@cookcounty.gov

To the VILLAGE: Village Manager
Attn: Patrick Carr
Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477
E-mail: pcarr@tinleypark.org

S. **Recitals.** The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into and made a part of this AGREEMENT.

T. **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.

U. **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.

- V. **Termination.** Unless otherwise extended by the superintendent of the DEPARTMENT or their designee in writing, this AGREEMENT terminates upon final acceptance of the PROJECT by the PARTIES and payment by the VILLAGE of the final invoice submitted by the COUNTY, or November 30, 2026, whichever date is earlier.
- W. **Waiver of Default.** The failure by the COUNTY or VILLAGE 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 VILLAGE unless such provision is waived in writing.

(signature page to follow)

INTERGOVERNMENTAL AGREEMENT
County of Cook/Village of Tinley Park
Section 20-801.15-00-PV

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

Toni Preckwinkle
President
Cook County Board of Commissioners

Michael W. Glotz

Michael Glotz
Village President

This _____ day of _____, 2022

This 6th day of September, 2022

ATTEST: _____
County Clerk

ATTEST: *Nancy Conn*
Village Clerk

(SEAL)

(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

By: _____
Assistant State's Attorney

EXHIBIT A

Funding Breakdown for Village Work

175th Street / Ridgeland Avenue / Oak Forest Avenue

ITEM	VILLAGE SHARE FOR "VILLAGE WORK"
Construction:	100% estimated at \$4,597,768.00
Construction Engineering:	10% of the Village Work estimated at \$459,777.00
TOTAL	\$5,057,545.00

EXHIBIT B



Illinois Department of Transportation

Local Agency Agreement for Jurisdictional Transfer

Local Agency No. 1 (Conveyor)	Local Agency No. 2 (Recipient)
Municipality: _____	Municipality: <u>VILLAGE OF TINLEY PARK</u>
Township/Road District: _____	Township/Road District: _____
County: <u>COOK</u>	County: _____

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Agency No. 1, hereinafter referred to as "Conveyor" and the above Local Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

Location Description

Name 1750th STREET Route FAU 1616 (OH B01) Length 0.50 mile (0.80 KM)
RIDGELAND AVENUE FAU 2760 (OH W37) 0.40 mile (0.64 KM)
 Termini From the east edge of pavement of Oak Park Avenue east to the west edge of pavement of Ridgeland Avenue, in its entirety
From the south edge of pavement of 1750th Street north to the south edge of pavement of Oak Forest Avenue, in its entirety

This transfer does does not include Structure _____

Include for Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code,

NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the ordinance, and

Include for Counties Only

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code,

NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the resolution, and

Include for Township/Road Districts Only

WHEREAS, the authority to make changes to the Township Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code,

The Conveyor Agrees to prepare a map of the above location and attach a copy of such location map hereto.

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective:

upon IDOT approval 21 calendar days after notification of acceptance by the Village of Tinley Park of the construction project identified as Section 20-88125-00-PV.

Supplements

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement

Supplement Addendum #1 (Location Map), Addendum #2 (Village Ordinance), Addendum #3 (County Resolution), Addendum #4 (Stipulations)
(Insert supplement numbers or letters and page numbers, if applicable)

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

APPROVED BY CONVEYOR

APPROVED BY RECIPIENT

Name Toni Preckwinkle

Name Michael W. Glotz

Title President, Cook County Board of Commissioners
Chairman, County Board, Mayor, Village President, etc.

Title Mayor, Village of Tinley Park
Chairman, County Board, Mayor, Village President, etc.

Signature Toni Preckwinkle

Signature Michael W. Glotz

APPROVED

STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION By: _____

Director of Highways

Date

STATE OF ILLINOIS
COUNTY OF COOK
COUNTY OF WILL

)
)
)

SS

CERTIFICATE

I, **NANCY O'CONNOR**, 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 Ordinance No. 2022-O-098, "AN ORDINANCE AUTHORIZING THE JURISDICTIONAL TRANSFER WITH COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS FOR 175TH STREET RECONSTRUCTION PROJECT" which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 20, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 20th day of December, 2022.


VILLAGE CLERK

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**ORDINANCE
NO. 2022-O-098**

**AN ORDINANCE AUTHORIZING THE JURISDICTIONAL TRANSFER
WITH COOK COUNTY DEPARTMENT OF TRANSPORTATION AND
HIGHWAYS FOR 175TH STREET RECONSTRUCTION PROJECT**

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

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

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

ORDINANCE NO. 2022-0-098

AN ORDINANCE AUTHORIZING THE JURISDICTIONAL TRANSFER WITH COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS FOR 175TH STREET RECONSTRUCTION PROJECT

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") has previously adopted an Intergovernmental Agreement (IGA) for this project and is now willing enter into an agreement for transfer of jurisdiction for the limits of 175th Street (FAU 1618/CH B61) stated below, to its Municipal Street System.

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 the Village of Tinley Park and its residents to provide for the addition of 175th Street (FAU 1618/CH B61) from the east edge of pavement of Oak Park Avenue easterly 0.50 mile to the west edge of pavement of Ridgeland Avenue, in its entirety, and Ridgeland Avenue (FAU 2780/CH W37) from the south edge of pavement of 175th Street northerly 0.40 mile to the south edge of pavement of Oak Forest Avenue, in its entirety; and

NOW, THEREFORE, BE IT ORDAINED 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 facts as if said recitals were fully set forth herein.

SECTION 2: That the addition of 175th Street (FAU 1618/CH B61) and Ridgeland Avenue (FAU 2780/CH W37) be added to the Village's Municipal Street System twenty-one (21) calendar days after notification of acceptance by the Village of Tinley Park of the construction project identified as Section 20-B6125-00-PV and attached hereto as Exhibit #1.

SECTION 3: That this Ordinance shall be in full force and effect from and after its adoption and approval.

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

PASSED THIS 20th day of December, 2022.

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

NAYS: None

ABSENT: None

APPROVED THIS 20th day of December, 2022.


VILLAGE PRESIDENT

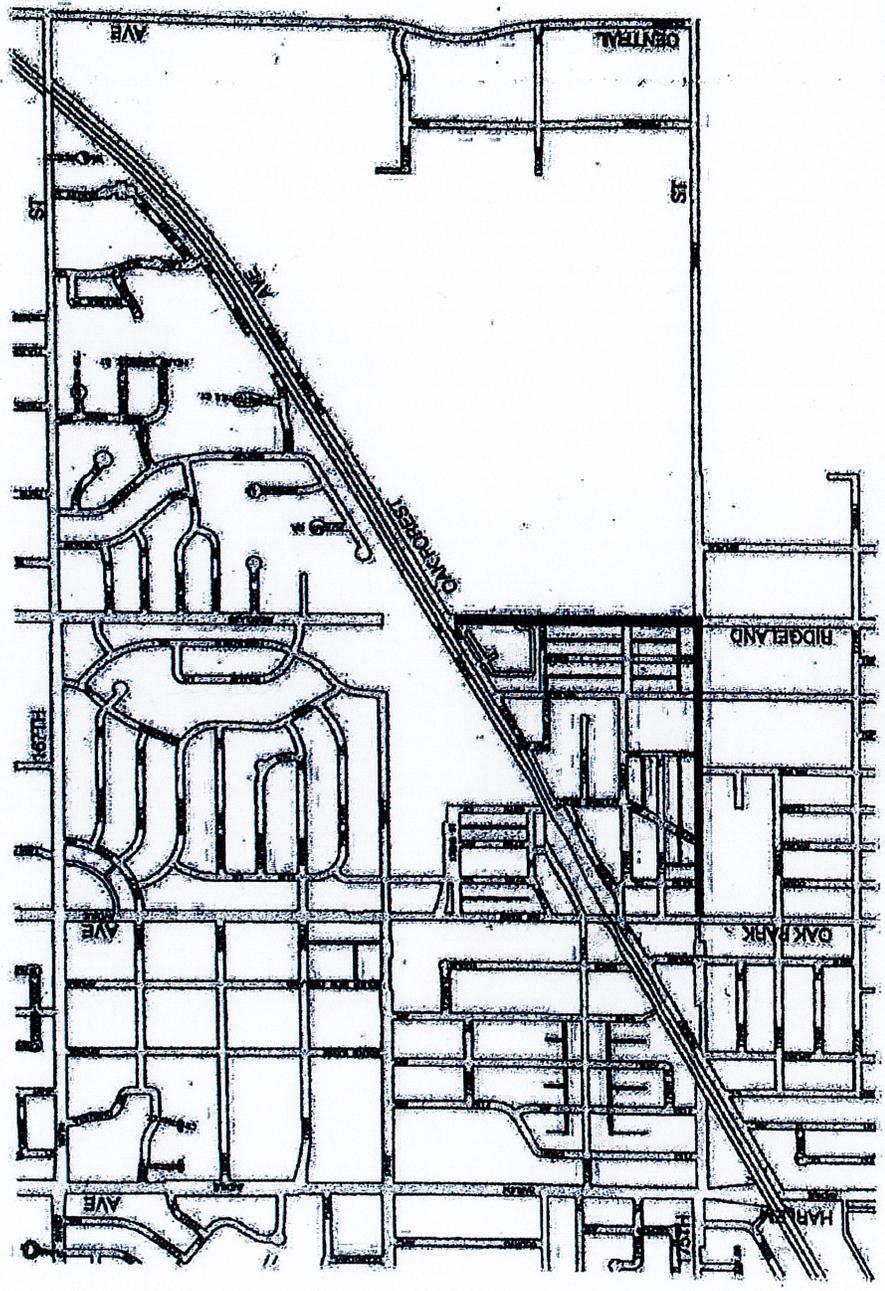
ATTEST:


VILLAGE CLERK

VILLAGE OF TINLEY PARK, ILLINOIS

EXHIBIT #1

175TH STREET (RAU 1618) - OAK PARK AVENUE EASTERLY 0.5 MILE (0.8 KM) TO RIDGELAND AVENUE
RIDGELAND AVENUE (RAU 2780) - 175TH STREET NORTHERLY 0.7 MILE (1.1 KM) TO OAK FOREST AVENUE



LOCATION MAP

JURISDICTIONAL TRANSFER POINTS



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 April 27, 2023, passed the following Resolution:

**23-R-
RESOLUTION**

Sponsored by

THE HONORABLE TONI PRECKWINKLE

PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS

Providing for the deletion of 175th Street (FAU 1618/CH B61) from the east edge of pavement of Oak Park Avenue easterly 0.50 mile to the west edge of pavement of Ridgeland Avenue, in its entirety, and Ridgeland Avenue (FAU 2780/CH W37) from the south edge of pavement of 175th Street northerly 0.40 mile to the south edge of pavement of Oak Forest Avenue, in its entirety, in the Village of Tinley Park, Illinois, from the County Highway System in Cook County, Illinois, 21 calendar days after acceptance by the Village of Tinley Park of the construction project identified as Section 20-B6125-00-PV.

Whereas the County Board of Cook County and the Village of Tinley Park entered into an agreement for the transfer of jurisdiction of the above locations to the Municipal Street System.

Now, therefore, be it resolved, that the above locations, with Illinois Department of Transportation approval, be deleted from the highway system of Cook County.

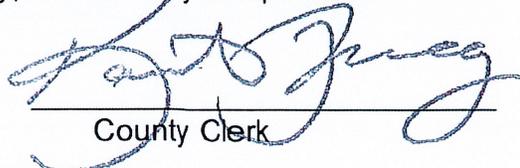
Be it further resolved, that the County Clerk is hereby directed to transmit five certified copies of this Resolution to the State through its Regional Engineer's Office at 201 West Center Court, Schaumburg, Illinois.

Certificate

I, Karen A. Yarbrough, County Clerk in and for said County in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a Resolution adopted by the County Board of Cook County at its regular meeting held on April 27, 2023.

In testimony whereof, I have hereunto set my hand and affixed the seal of said County at my office in Chicago, in said County, this 27th day of April 2023.

(SEAL)


County Clerk

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

CERTIFICATE

I, NANCY M. O’CONNOR, 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-104, “**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS FOR AN INTERGOVERNMENTAL AGREEMENT FOR 175TH STREET RECONSTRUCTION,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 6th, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 6th day of September, 2022.

VILLAGE CLERK