

STATE OF ILLINOIS
COMPTROLLER

SUSANA A. MENDOZA

Name of Municipality:	<u>Village of Tinley Park</u>	Reporting Fiscal Year:	2022
County:	<u>Cook</u>	Fiscal Year End:	4/30/2022
Unit Code:	016/575/32		

FY 2022 TIF Administrator Contact Information-Required

First Name:	Brad	Last Name:	Bettenhausen
Address:	16250 Oak Park Avenue	Title:	TIF Administrator
Telephone:	708-444-5000	City:	Tinley Park
E-mail	bbettenhausen@tinleypark.org	Zip:	60477

I attest to the best of my knowledge, that this FY 2022 report of the redevelopment project area(s)

in the City/Village of:

Tinley Park

is complete and accurate pursuant to Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] and or Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.].

Ernst Beckhaus

30 Jan 2023

Written signature of TIF Administrator

Date: _____

Section 1 (65 ILCS 5/11-74.4-5 (d) (1.5) and 65 ILCS 5/11-74.6-22 (d) (1.5)*

FILL OUT ONE FOR EACH TIF DISTRICT

[illegible]

*All statutory citations refer to one of two sections of the Illinois Municipal Code: The Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] or the Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.]

SECTION 2 [Sections 2 through 8 must be completed for each redevelopment project area listed in Section 1.]

FY 2022

Name of Redevelopment Project Area:

Legacy TIF District (#5)

Primary Use of Redevelopment Project Area*: Combination/Mixed
*Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.
If "Combination/Mixed" List Component Types: Res/Comm/Ind/Inst
Under which section of the Illinois Municipal Code was Redevelopment Project Area designated? (check one):
Tax Increment Allocation Redevelopment Act <u>X</u> Industrial Jobs Recovery Law

Please utilize the information below to properly label the Attachments.

	No	Yes
For redevelopment projects beginning prior to FY 2022, were there any amendments, to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] If yes, please enclose the amendment (labeled Attachment A).	X	
For redevelopment projects beginning in or after FY 2022, were there any amendments, enactments or extensions to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] If yes, please enclose the amendment, enactment or extension, and a copy of the redevelopment plan (labeled Attachment A).		
Certification of the Chief Executive Officer of the municipality that the municipality has complied with all of the requirements of the Act during the preceding fiscal year. [65 ILCS 5/11-74.4-5 (d) (3) and 5/11-74.6-22 (d) (3)] Please enclose the CEO Certification (labeled Attachment B).		X
Opinion of legal counsel that municipality is in compliance with the Act. [65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)] Please enclose the Legal Counsel Opinion (labeled Attachment C).		X
Statement setting forth all activities undertaken in furtherance of the objectives of the redevelopment plan, including any project implemented and a description of the redevelopment activities. [65 ILCS 5/11-74.4-5 (d) (7) (A and B) and 5/11-74.6-22 (d) (7) (A and B)] If yes, please enclose the Activities Statement (labeled Attachment D).		X
Were any agreements entered into by the municipality with regard to the disposition or redevelopment of any property within the redevelopment project area or the area within the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (7) (C) and 5/11-74.6-22 (d) (7) (C)] If yes, please enclose the Agreement(s) (labeled Attachment E).		X
Is there additional information on the use of all funds received under this Division and steps taken by the municipality to achieve the objectives of the redevelopment plan? [65 ILCS 5/11-74.4-5 (d) (7) (D) and 5/11-74.6-22 (d) (7) (D)] If yes, please enclose the Additional Information (labeled Attachment F).	X	
Did the municipality's TIF advisors or consultants enter into contracts with entities or persons that have received or are receiving payments financed by tax increment revenues produced by the same TIF? [65 ILCS 5/11-74.4-5 (d) (7) (E) and 5/11-74.6-22 (d) (7) (E)] If yes, please enclose the contract(s) or description of the contract(s) (labeled Attachment G).	X	
Were there any reports <u>submitted to</u> the municipality <u>by</u> the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)] If yes, please enclose the Joint Review Board Report (labeled Attachment H).	X	
Were any obligations issued by the municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and 5/11-74.6-22 (d) (8) (A)] If yes, please enclose any Official Statement (labeled Attachment I). If Attachment I is answered yes, then the Analysis must be attached (labeled Attachment J).	X	
An analysis prepared by a financial advisor or underwriter, <u>chosen by the municipality</u> , setting forth the nature and term of obligation; projected debt service including required reserves and debt coverage; <u>and actual debt service</u> . [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] If attachment I is yes, the Analysis and an accompanying letter from the municipality outlining the contractual relationship between the municipality and the financial advisor/underwriter <u>MUST</u> be attached (labeled Attachment J).	X	
Has a cumulative of \$100,000 of TIF revenue been deposited into the special tax allocation fund? 65 ILCS 5/11-74.4-5 (d) (2) and 5/11-74.6-22 (d) (2) If yes, please enclose Audited financial statements of the special tax allocation fund (labeled Attachment K).		X
Cumulatively, have deposits of incremental taxes revenue equal to or greater than \$100,000 been made into the special tax allocation fund? [65 ILCS 5/11-74.4-5 (d) (9) and 5/11-74.6-22 (d) (9)] If yes, the audit report shall contain a letter from the independent certified public accountant indicating compliance or noncompliance with the requirements of subsection (q) of Section 11-74.4-3 (labeled Attachment L).		X
A list of all intergovernmental agreements in effect to which the municipality is a part, and an accounting of any money transferred or received by the municipality during that fiscal year pursuant to those intergovernmental agreements. [65 ILCS 5/11-74.4-5 (d) (10)] If yes, please enclose the list only, not actual agreements (labeled Attachment M).		X
For redevelopment projects beginning in or after FY 2022, did the developer identify to the municipality a stated rate of return for each redevelopment project area? Stated rates of return required to be reported shall be independently verified by a third party chosen by the municipality. If yes, please enclose evidence of third party verification, may be in the form of a letter from the third party (labeled Attachment N).	X	

SECTION 3.1 [65 ILCS 5/11-74.4-5 (d)(5)(a)(b)(d)) and (65 ILCS 5/11-74.6-22 (d) (5)(a)(b)(d)]**FY 2022****Name of Redevelopment Project Area:****Legacy TIF District (#5)****Provide an analysis of the special tax allocation fund.**Special Tax Allocation Fund Balance at Beginning of Reporting Period

\$ 653,983

SOURCE of Revenue/Cash Receipts:	Revenue/Cash Receipts for Current Reporting Year	Cumulative Totals of Revenue/Cash Receipts for life of TIF	% of Total
Property Tax Increment	\$ 1,406,407	\$ 3,978,189	99%
State Sales Tax Increment			0%
Local Sales Tax Increment			0%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest	\$ 2,844	\$ 10,743	0%
Land/Building Sale Proceeds			0%
Bond Proceeds			0%
Transfers from Municipal Sources			0%
Private Sources	\$ 17,965	\$ 17,965	0%
Other (identify source _____; if multiple other sources, attach schedule)			0%

All Amount Deposited in Special Tax Allocation Fund

\$ 1,427,215

Cumulative Total Revenues/Cash Receipts

\$ 4,006,897	100%
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Total Expenditures/Cash Disbursements (Carried forward from Section 3.2)	\$ 164,482
Transfers to Municipal Sources	\$ -
Distribution of Surplus	

Total Expenditures/Disbursements

\$ 164,482

Net/Income/Cash Receipts Over/(Under) Cash Disbursements

\$ 1,262,734

Previous Year Adjustment (Explain Below)

\$ -

FUND BALANCE, END OF REPORTING PERIOD*

\$ 1,916,717

* If there is a positive fund balance at the end of the reporting period, you must complete Section 3.3

Previous Year Explanation:

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PAGE 2

TABLE 1		
7. Costs of eliminating or removing contaminants and other impediments.		
		\$ -
8. Cost of job training and retraining projects.		
		\$ -
9. Financing costs.		
		\$ -
10. Capital costs.		
		\$ -
11. Cost of reimbursing school districts for their increased costs caused by TIF assisted housing projects.		
		\$ -
12. Cost of reimbursing library districts for their increased costs caused by TIF assisted housing projects.		
		\$ -

SECTION 3.2 A
PAGE 3

13. Relocation costs.		
		\$ -
14. Payments in lieu of taxes.		
		\$ -
15. Costs of job training, retraining, advanced vocational or career education.		
		\$ -
16. Interest cost incurred by redeveloper or other nongovernmental persons in connection with a redevelopment project.		
		\$ -
17. Cost of day care services.		
		\$ -
18. Other.		
		\$ -
TOTAL ITEMIZED EXPENDITURES		\$ 164,482

Section 3.2 B [Information in the following section is not required by law, but may be helpful in creating fiscal transparency.]

FY 2022

Name of Redevelopment Project Area:

Legacy TIF District (#5)

List all vendors, including other municipal funds, that were paid in excess of \$10,000 during the current reporting year.

[illegible]

FY 2022

Name of Redevelopment Project Area:

Legacy TIF District (#5)

Breakdown of the Balance in the Special Tax Allocation Fund At the End of the Reporting Period by source

FUND BALANCE BY SOURCE	\$	1,916,717
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1. Description of Debt Obligations	Amount of Original Issuance	Amount Designated
Total Amount Designated for Obligations	\$ -	\$ -

2. Description of Project Costs to be Paid	Amount of Original Issuance	Amount Designated
Estimated Future Development		\$ 78,981,024
Total Amount Designated for Project Costs		\$ 78,981,024

TOTAL AMOUNT DESIGNATED	\$ 78,981,024
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SURPLUS/(DEFICIT)	\$	(77,064,307)
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SECTION 4 [65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.6-22 (d) (6)]

FY 2022

Name of Redevelopment Project Area:

Legacy TIF District (#5)

Provide a description of all property purchased by the municipality during the reporting fiscal year within the redevelopment project area.

X	Indicate an 'X' if no property was acquired by the municipality within the redevelopment project area.
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Property (1):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (2):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (3):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (4):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (5):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (6):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (7):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

SECTION 5 [20 ILCS 620/4.7 (7)(F)]

FY 2022

Name of Redevelopment Project Area:

Legacy TIF District (#5)

PAGE 1

Page 1 MUST be included with TIF report. Pages 2 and 3 are to be included ONLY if projects are listed.

Select ONE of the following by indicating an 'X':

1. NO projects were undertaken by the Municipality Within the Redevelopment Project Area.	
2. The Municipality <u>DID</u> undertake projects within the Redevelopment Project Area. (If selecting this option, complete 2a.)	X
2a. The total number of <u>ALL</u> activities undertaken in furtherance of the objectives of the redevelopment plan:	5

LIST ALL projects undertaken by the Municipality Within the Redevelopment Project Area:

TOTAL:	11/1/99 to Date	Estimated Investment for Subsequent Fiscal Year	Total Estimated to Complete Project
Private Investment Undertaken (See Instructions)	\$ 3,683,152	\$ -	\$ 3,683,152
Public Investment Undertaken	\$ 6,675,497	\$ 622,000	\$ 7,441,097
Ratio of Private/Public Investment	16/29		49/99

Project 1 Name: Freedom Pond - water detention

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$ 5,848,461	\$ 150,000	\$ 6,141,482
Ratio of Private/Public Investment	0		0

Project 2 Name: Demolition of former Panduit office and mfg facilities

Private Investment Undertaken (See Instructions)	\$ 3,422,245		\$ 3,422,245
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 3 Name: Environmental Study and Remediation Plan - Panduit Site

Private Investment Undertaken (See Instructions)	\$ 260,907		\$ 260,907
Public Investment Undertaken	\$ 200,000		\$ 200,000
Ratio of Private/Public Investment	1 7/23		1 7/23

Project 4 Name: Sanitary Sewer Lining & Interceptor (175th & Ridgeland)

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$ 590,615		\$ 590,615
Ratio of Private/Public Investment	0		0

Project 5 Name: 174th Street Reconstruction (incl street lighting) & 66th Ct. Watermain

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$ 36,421	\$ 472,000	\$ 509,000
Ratio of Private/Public Investment	0		0

Project 6 Name:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

SECTION 6 [Information requested in SECTION 6.1 is not required by law, but may be helpful in evaluating the performance of TIF in Illinois.

SECTIONS 6.2, 6.3, and 6.4 are required by law, if applicable. (65 ILCS 5/11-74.4-5(d))

FY 2022

Name of Redevelopment Project Area:

Legacy TIF District (#5)

SECTION 6.1-For redevelopment projects beginning before FY 2022, complete the following information about job creation and retention.

Number of Jobs Retained	Number of Jobs Created	Job Description and Type (Temporary or Permanent)	Total Salaries Paid
Information not gathered			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

SECTION 6.2-For redevelopment projects beginning in or after FY 2022, complete the following information about projected job creation and actual job creation.

The number of jobs, if any, projected to be created at the time of approval of the redevelopment agreement	The number of jobs, if any, created as a result of the development to date, for the reporting period, under the same guidelines and assumptions as was used for the projections used at the time of approval of the redevelopment agreement
Not Applicable	

SECTION 6.3-For redevelopment projects beginning in or after FY 2022, complete the following information about increment projected to be created and actual increment created.

The amount of increment projected to be created at the time of approval of the redevelopment agreement	The amount of increment created as a result of the development to date, for the reporting period, using the same assumptions as was used for the projections used at the time of the approval of the redevelopment agreement
Not Applicable	

SECTION 6.4-For redevelopment projects beginning in or after FY 2022, provide the stated rate of return identified by the developer to the municipality and verified by an independent third party, if any:

Not Applicable

SECTION 7 [Information in the following section is not required by law, but may be helpful in evaluating the performance of TIF in Illinois.]

FY 2022

Name of Redevelopment Project Area:

Legacy TIF District (#5)

Provide a general description of the redevelopment project area using only major boundaries.

Oak Forest Avenue and a portion of railroad ROW, 175th Place, 176th Street, 177 Street. Village limits (east of Tinley Park Hight School), 66th Court, 67th Avenue, 67th Court - approx 217 acres.

Optional Documents	Enclosed
Legal description of redevelopment project area	Previously provided
Map of District	Previously provided

FY 2022

Legacy TIF District (#5)

Year of Designation	Base EAV	Reporting Fiscal Year EAV
2016	\$ 19,101,254	28,579,223

X	Indicate an 'X' if the overlapping taxing districts did not receive a surplus.
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[illegible]

Village President
Michael W. Glotz

Village Clerk
Nancy M. O'Connor

Village Trustees
William P. Brady
William A. Brennan
Diane M. Galante
Dennis P. Mahoney
Michael G. Mueller
Colleen M. Sullivan

Village Hall
16250 S. Oak Park Ave.
Tinley Park, IL 60477

Administration
(708) 444-5000
Fax: (708) 444-5099

Community Development
(708) 444-5100
Fax: (708) 444-5199

Public Works
(708) 444-5500

Police Department
7850 W. 183rd St.
Tinley Park, IL 60477
(708) 444-5300
Non-Emergency
Fax: (708) 444-5399

John T. Dunn
Public Safety Building
17355 S. 68th Court
Tinley Park, IL 60477

Fire Department
(708) 444-5200
Non-Emergency
Fax: (708) 444-5299

EMA
(708) 444-5600
Fax: (708) 444-5699

Senior Community Center
(708) 444-5150

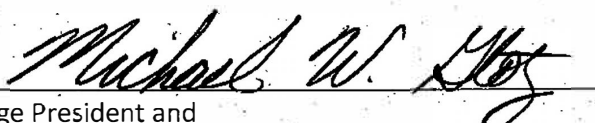


Attachment B

Certification of the Chief Executive Officer Village of Tinley Park, Cook and Will Counties, Illinois

I, the undersigned, the duly qualified and acting presiding officer of the Village of Tinley Park, Cook and Will Counties, Illinois, do hereby certify that said Village has complied with all of the requirements of the Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-1 et. seq.], during the fiscal year ended April 30, 2022

IN WITNESS WHEREOF, I have placed my official signature this 25th day of
January, 2023



Village President and
Chief Executive Officer of the Village of Tinley Park



Dominick L. Lanzito
dlanzito@pjmlaw.com

January 28, 2023

State Comptroller
All Overlapping Taxing Districts
Joint Review Board
Tinley Park Legacy TIF District
c/o Village Hall
Village of Tinley Park
16250 Oak Park Avenue
Tinley Park, Illinois 60467

RE: Legacy TIF Project Statutory Status Report

Dear Addressees:

Please be advised that the undersigned, as attorney for the Village of Tinley Park, Cook County, Illinois, hereby certify that upon my review of all relevant redevelopment project documents and information provided by the Village, the Village of Tinley Park is in compliance with the Tax Increment Redevelopment Allocation Act (65 ILCS 11-74.4-1, et seq.) with respect to the above-referenced Project.

Very truly yours,

/s/Dominick L. Lanzito
Peterson, Johnson & Murray Chicago, LLC
Village Attorneys

DLL/km

Attachment C

Attachment D

Legacy TIF District
Village of Tinley Park, Cook and Will Counties, Illinois
Statement of Activities
Fiscal year ended April 30, 2022

In accordance with 65 ILCS 5/11-74.4-5(d)(7)(A&B) and 5/11-74.6-22(d)(7)(A&B), the following statement of activities is provided:

This TIF District was established by ordinance on 2 August 2016. The base year Equalized Assessed Value (EAV) for this District was certified by the Cook County Clerk using the 2015 tax year EAV which totaled \$19,101,254.

Through the fiscal year ended as indicated above, the following projects have been undertaken, in process, or completed:

Project 1 Freedom Pond – Regional Detention facility

In order to address stormwater storage requirements mandated by the Metropolitan Water Reclamation District of Greater Chicago (MWRD), the Village began plans for a regional detention facility in the vicinity of the northeast corner of 175th Street and Ridgeland Avenue. In 2014, the MWRD approved a Watershed Management Ordinance (WMO) that imposed stringent requirements for on-site stormwater detention for nearly all new developments after the approval of the WMO. Without construction of this regional pond, nearly all of the proposed redevelopment areas surrounding the Village's Oak Park Avenue METRA commuter rail station (considered Main Street/ downtown Tinley Park) would have been adversely impacted by the new requirements. The developable land area of a site would generally be reduced by one-third for dedicated on-site stormwater detention under the WMO. Under special "grandfathering" rules, the Village was able to qualify certain areas to continue to follow the stormwater requirements existing prior to the approval of the WMO. This pond will also serve the needs for the expected redevelopment of the adjacent former Panduit offices and manufacturing facility and the remainder of the Legacy TIF.

Incremental funds have been transferred from the adjacent Main Street South and New Bremen TIFs to the Legacy TIF to support the construction of this regional pond and related underground infrastructure piping as required.

It is anticipated that Freedom Pond will be completed by end of calendar year, 2022.

Project 2 Demolition of former Panduit Office and Mfg. Facilities (completed)

The former offices and manufacturing facilities of Panduit Corporation had been largely vacant since 2010. While the Company attempted to find a buyer for the facilities, they

had been unsuccessful in finding interested parties for this large complex. To address deterioration of the vacant building, approximately 73% of the Panduit facility was demolished during 2018.

The remaining portion of the old facility is now associated with the Jack E. Caveney Innovation Center which was dedicated in 2016. The 18,000 square foot facility accommodates more than 70 members of Panduit's Research and Development (R&D) team. It is named for the founder of Panduit, who is one of the most prolific inventors in the electrical and nascent telecommunications-oriented industries. The company's R&D center will carry on his legacy that began in 1955. Throughout this period Panduit has introduced thousands of problem-solving new products, achieved over 2,000 U.S. patents, and remains demonstrably committed to advancing state-of-the-art solutions.

The demolition contract was privately secured and financed by the Company with no financial assistance provided by the Village or the Legacy TIF.

Project 3 Environmental Study and Remediation Plan - Panduit Site (complete)

Panduit Corporation has been actively marketing their "Legacy" property on Ridgeland Avenue for sale and redevelopment after having relocated its manufacturing and office activities prior to 2016. Finding no interested buyers for the property with existing structures, Panduit Corporation undertook demolition of the unused facilities (see Project 2). A potential buyer has been identified, but required an environmental study be conducted and a remediation plan for any identified environmental issues. Panduit and the Village entered into an agreement to reimburse up to \$200,000 for these activities, payable from incremental taxes generated by the property beginning with the 2019 tax year until paid in full.

Payment for the study/remediation plan was made by the Village to Panduit in FY2021.

Project 4 Sanitary Sewer Lining & Interceptor (completed 2021)

In fiscal year 2020, Insituform Technologies USA and Airy's, Inc. were hired for work which consisted of cured-in-place sewer lining of two side-by-side sanitary sewers along Ridgeland Avenue from 167th to 175th Street. Reconstruction of certain sections of badly deteriorated sewer was necessary because failure of these pipes could result in sinkholes, interruption to service, and extensive excavations for conventional emergency repair or replacement. Contiguous TIFs have also participated in the lining of the segments of the sewer within the adjacent TIF areas.

Project was completed in FY2021.

Project 5 174th Street Reconstruction (incl street lighting) & 66th Ct. Watermain

This project consists of a watermain extension for 174th Street to continue north on 66th Court to North Street, as well as along 173rd Place from 66th Court to 65th Avenue. The watermain improvements along 173rd Place will consist of approximately 1,000' of new 8" watermain withing the Legacy TIF. These watermain improvements will replace undersized and aging watermain as well as complete a missing gap in the system at the east end of 173rd Place which will assist in attaining higher water volumes/pressures for the entire area. This project touches both Legacy and the contiguous New Bremen TIF.

Approximately 1/3 of the construction cost is associated with the Legacy TIF.

ATTACHMENT E

THE 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**

**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**

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 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 167th 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 5th day of April, 2022.

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

NAYS: None

ABSENT:None

APPROVED THIS 5th day of April, 2022.


VILLAGE PRESIDENT

ATTEST:


VILLAGE CLERK

2022-R-030

EXHIBIT 1

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

COUNTY OF COOK

175TH STREET
Oak Park Avenue to Ridgeland Avenue

RIDGELAND AVENUE
175TH Street to Oak Forest Avenue

OAK FOREST AVENUE
Ridgeland Avenue to 167TH Street

VILLAGE OF TINLEY PARK

Section: 17-B6125-00-EG

This **First Amendment to Intergovernmental Agreement** (the "FIRST AMENDMENT") is entered into this 5th 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 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 167th 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:

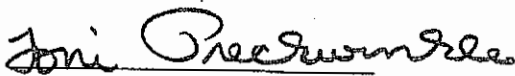
- A. All provisions contained in the original AGREEMENT that are not in conflict with the terms of this FIRST AMENDMENT shall remain in full force and effect.
- B. Subsection 3.1 of the AGREEMENT is hereby stricken and replaced with the following:
 - 3.1 County's Share of the PROJECT. The County shall 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.


THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

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 5th day of April, A.D. 2022.

ATTEST:

County Clerk

(SEAL)

ATTEST:

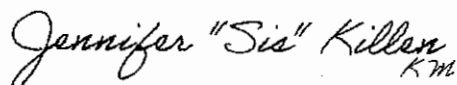
Village Clerk

(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


Kathleen J. McKee
Assistant State's Attorney

APPROVED
BY THE BOARD OF COOK COUNTY COMMISSIONERS

MAY 12 2022

COM _____

REVISED EXHIBIT A

Funding Breakdown

ITEM	ESTIMATED TOTAL COST	VILLAGE SHARE	COUNTY SHARE
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
REVISED TOTAL	\$532,560	\$0	\$532,560

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 175TH 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 1st day of August, 2017, at which meeting a quorum was present, and approved by the President of the Village of Tinley Park on the 1st 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




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 175TH 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 175th, 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.

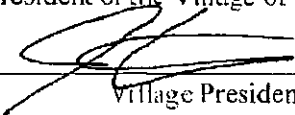
ADOPTED this 1st day of August, 2017, by the Corporate Authorities of the Village of Tinley Park
on a roll call vote as follows:

AYES:

NAYS:

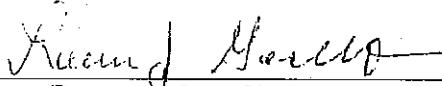
ABSENT:

APPROVED this 1st 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 175TH STREET –
OAK PARK AVENUE TO RIDGELAND AVENUE**

INTERGOVERNMENTAL AGREEMENT

THE COUNTY OF COOK

VILLAGE OF TINLEY PARK

175TH STREET

Oak Park Avenue to Ridgeland Avenue

RIDGELAND AVENUE

175th Street to Oak Forest Avenue

OAK FOREST AVENUE

Ridgeland Avenue to 167th 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 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 167th Street; and

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

175TH 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 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 167th 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, 23rd 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.

175TH 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

175TH 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:

Toni Preckwinkle
President
Cook County Board of Commissioners

This ____ day of _____ A.D. 2017.

ATTEST: _____
County Clerk
(SEAL)

EXECUTED BY
VILLAGE OF TINLEY PARK:

Jacob C. Vandenberg
Village President

This 1 day of August A.D. 2017.

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

RECOMMENDED BY:

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

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

Assistant State's Attorney

125TH STREET
RIDGE LANE 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 Preckwinkle
Toni Preckwinkle
President
Cook County Board of Commissioners

This 13th day of Sept A.D. 2017

ATTEST

David Orr
County Clerk

(SEAL)

David Orr
County Clerk

13 2017

COM

RECOMMENDED BY

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

EXECUTED BY

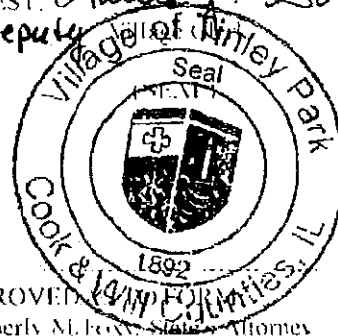
VILLAGE OF TIMLEY PARK:

Jacob C. Vandenberg
Jacob C. Vandenberg
Village President

This 1 day of August A.D. 2017

ATTEST

Laura J. Loselle
Deputy Village Clerk



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 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 167th 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

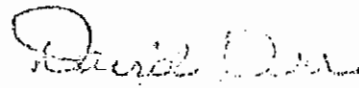
APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

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 13th day of September A.D. 2017.



County Clerk

175TH STREET
RIDGELAND AVENUE
OAK FOREST AVENUE
Section: 17-B6125-00-EG

EXHIBIT A
Funding Breakdown

ITEM	ESTIMATED TOTAL COST	VILLAGE SHARE	COUNTY SHARE
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
TOTAL	\$482,562.00	\$0	\$482,562.00

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

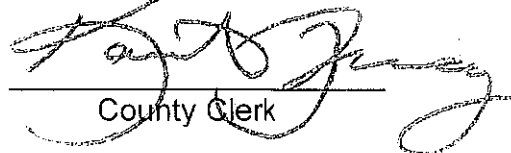
PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS

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 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 167th 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 12th day of May A.D. 2022.

(SEAL)


County Clerk

APPROVED
BY THE BOARD OF COOK COUNTY COMMISSIONERS

MAY 12 2022

COM _____

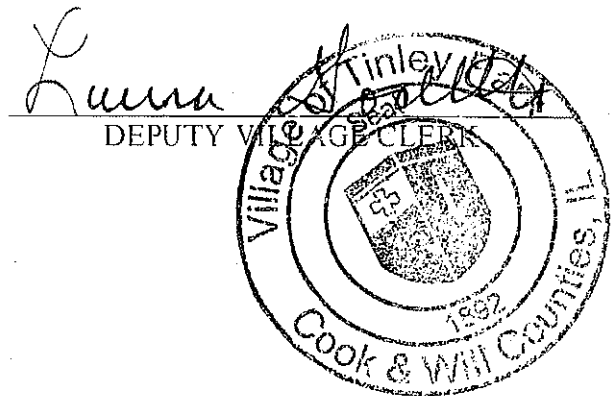
STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

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 5th 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 5th day of April, 2022.





VILLAGE OF TINLEY PARK, ILLINOIS

LEGACY TAX INCREMENT REDEVELOPMENT PROJECT AREA FUND

REPORT ON COMPLIANCE WITH PUBLIC ACT 85-1142

For the Year Ended April 30, 2022



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VILLAGE OF TINELY PARK, ILLINOIS
LEGACY TAX INCREMENT
REDEVELOPMENT PROJECT AREA FUND
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**INDEPENDENT AUDITOR'S REPORT
ON SUPPLEMENTARY INFORMATION**

1415 West Diehl Road, Suite 400
Naperville, IL 60563
630.566.8400

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INDEPENDENT AUDITOR'S REPORT ON SUPPLEMENTARY INFORMATION

The Honorable President
Members of the Board of Trustees
Village of Tinley Park, Illinois

We have audited the financial statements of the governmental activities, business-type activities, each major fund and the aggregate remaining fund information of the Village of Tinley Park, Illinois (the Village) as of and for the year ended April 30, 2022, and the notes to financial statements, which collectively comprise the basic financial statements of the Village and have issued our report thereon dated January 5, 2023, which expressed an unmodified opinion on those statements.

Our audit was conducted for the purpose of forming opinions on the basic financial statements as a whole. The supplementary information (balance sheet, schedules of revenues, expenditures and changes in fund balance; schedule of fund balance by source) is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements.

The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements as a whole.

Sikich LLP

Naperville, Illinois
January 5, 2023

SUPPLEMENTARY INFORMATION

VILLAGE OF TINLEY PARK, ILLINOIS

**LEGACY TAX INCREMENT
REDEVELOPMENT PROJECT AREA FUND
BALANCE SHEET**

April 30, 2022

ASSETS

Cash and investments	\$ 1,936,844
Accounts receivable	<u>15,200</u>
TOTAL ASSETS	<u><u>\$ 1,952,044</u></u>

**LIABILITIES AND
FUND BALANCE**

LIABILITIES

Accounts payable	<u>\$ 35,327</u>
Total liabilities	<u>35,327</u>

FUND BALANCE

Restricted	
Capital projects	<u>1,916,717</u>
Total fund balance	<u>1,916,717</u>

TOTAL LIABILITIES AND FUND BALANCE	<u><u>\$ 1,952,044</u></u>
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(See independent auditor's report on supplementary information.)

VILLAGE OF TINLEY PARK, ILLINOIS

**LEGACY TAX INCREMENT
REDEVELOPMENT PROJECT AREA FUND
SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE**

For the Year Ended April 30, 2022

REVENUES

Property taxes	\$ 1,406,407
Rebillables	17,965
Investment income	<u>2,844</u>
Total revenues	<u>1,427,216</u>

EXPENDITURES

General government	
Other contractual services	1,643
Capital outlay	<u>162,839</u>
Total expenditures	<u>164,482</u>

NET CHANGE IN FUND BALANCE	1,262,734
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FUND BALANCE, MAY 1	<u>653,983</u>
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FUND BALANCE, APRIL 30	<u><u>\$ 1,916,717</u></u>
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(See independent auditor's report on supplementary information.)

VILLAGE OF TINLEY PARK, ILLINOIS

**LEGACY TAX INCREMENT
REDEVELOPMENT PROJECT AREA FUND
SCHEDULE OF FUND BALANCE BY SOURCE**

For the Year Ended April 30, 2022

BEGINNING BALANCE, MAY 1, 2021	<u>\$ 653,983</u>
DEPOSITS	
Property taxes	1,406,407
Rebillables	17,965
Investment income	<u>2,844</u>
Total deposits	<u>1,427,216</u>
Balance plus deposits	<u>2,081,199</u>
EXPENDITURES	
General government	
Other contractual services	1,643
Capital outlay	<u>162,839</u>
Total expenditures	<u>164,482</u>
ENDING BALANCE, APRIL 30, 2022	<u><u>\$ 1,916,717</u></u>
ENDING BALANCE BY SOURCE	
Property tax	<u>\$ 1,916,717</u>
Subtotal	1,916,717
Less surplus funds	<u>-</u>
FUND BALANCE, APRIL 30, 2022	<u><u>\$ 1,916,717</u></u>

(See independent auditor's report on supplementary information.)

**INDEPENDENT ACCOUNTANT'S REPORT ON
MANAGEMENT'S ASSERTION OF COMPLIANCE**

1415 West Diehl Road, Suite 400
Naperville, IL 60563
630.566.8400

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INDEPENDENT ACCOUNTANT'S REPORT ON MANAGEMENT'S ASSERTION OF COMPLIANCE

The Honorable President
Members of the Board of Trustees
Village of Tinley Park, Illinois

We have examined management's assertion, included in its representation letter dated January 5, 2023, that the Village of Tinley Park, Illinois (the Village) complied with the provisions of subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act (Illinois Public Act 85-1142) applicable to the Legacy Tax Increment Redevelopment Project Area Fund during the year ended April 30, 2022. Management is responsible for the Village's assertion and for compliance with those requirements. Our responsibility is to express an opinion on management's assertion about the Village's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether management's assertion about compliance with the specified requirements is fairly stated, in all material respects. An examination involves performing procedures to obtain evidence about whether management's assertion is fairly stated, in all material respects. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material misstatement of management's assertion, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

Our examination does not provide a legal determination on the Village's compliance with the specified requirements.

In our opinion, management's assertion that the Village of Tinley Park, Illinois complied with the aforementioned requirements for the year ended April 30, 2022 is fairly stated, in all material respects.

This report is intended solely for the information and use of the Village President, the Board of Trustees, management of the Village, Illinois State Comptroller's Office and the joint review boards and is not intended to be and should not be used by anyone other than these specified parties.

Sikich LLP

Naperville, Illinois
January 5, 2023

Attachment M

Legacy TIF District
Village of Tinley Park, Cook and Will Counties, Illinois
Statement of Intergovernmental Agreements
Fiscal year ended April 30, 2022

In accordance with 65 ILCS 5/11-74.4-5(d)(10), the following summarizes the intergovernmental agreements in effect during the fiscal year and the amounts of money paid during the fiscal year:

In FY22, there was a first amendment (2022-R-030) to an intergovernmental agreement between the Village of Tinley Park and Cook County, Illinois by and through the Department of Transportation and Highways. The original intergovernmental agreement approved the reimbursement of engineering costs by Cook County, Illinois, for improvements along 175th Street from Oak Park Avenue to Ridgeland Avenue, Ridgeland Avenue from 175th Street to Oak Forest Avenue, Oak Forest Avenue from Ridgeland Avenue to 167th Street to 167th Street. This project runs through both the Legacy TIF District and the contiguous New Bremen TIF District. This agreement is an amendment to add additional Part B design engineering costs to the agreement. County is to pay 100% of these costs.

No payments were made by the Village of Tinley Park during the fiscal year.