

ORDINANCE AUTHORIZING INTERGOVERNMENTAL AGREEMENT (KRUSE
EDUCATION CENTER – 7617 HEMLOCK DRIVE)
EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS,
AND COMMUNITY CONSOLIDATED SCHOOL DISTRICT NUMBER 146,
COOK COUNTY, ILLINOIS, PROVIDING FOR A SPECIAL USE PERMIT,
WITH MODIFICATIONS TO ALLOW FOR A BUILDING ADDITION
TO THE KRUSE EDUCATION CENTER (7617 HEMLOCK DRIVE)

This Intergovernmental Agreement (the “Agreement”) is made and entered into this _____ day of _____, 2018, between the VILLAGE OF ORLAND PARK, Cook and Will Counties, Illinois, a home rule municipal corporation (the “Village”) and COMMUNITY CONSOLIDATED SCHOOL DISTRICT NUMBER 146, Cook County, Illinois, an Illinois school district (the “School District”);

WHEREAS, the parties hereto are a unit of local government and school district and the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local governments and school districts to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, Chapter 5, Illinois Compiled Statutes, Act 220, Section 1, *et seq.*, entitled the “Intergovernmental Cooperation Act,” provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government or school district may be exercised jointly with another unit of local government or school district; and

WHEREAS, the School District is proposing to design and construct an addition to the existing Kruse Education Center Building (the “Project”) and the parties enter into this Agreement to memorialize the terms and conditions related to construction of the Project and the granting of the necessary approvals of the Village.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants of the parties hereto, it is agreed by and between the parties as follows:

SECTION ONE: PREAMBLE

The preamble hereto shall be and hereby constitutes a part of this Agreement.

1. The property subject to this Agreement, legal title to which is vested in School District (excepting such portion as is dedicated to the public), is legally described as follows:

THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SECTION 13; THENCE NORTH 00 DEGREES 04 MINUTES 21 SECONDS EAST, 215 TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 57 MINUTES 25 SECONDS WEST ALONG A LINE WHICH IS PARALLEL WITH AND 215 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, FOR A

DISTANCE OF 847.23 FEET; THENCE NORTH 16 DEGREES 30 MINUTES 11 SECONDS WEST, 298.63 FEET; THENCE NORTH 73 DEGREES 29 MINUTES 49 SECONDS EAST, 90.43 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A CURVE CONVEX NORTHERLY, HAVING A RADIUS OF 297.00 FEET, A DISTANCE OF 857.68 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER; THENCE SOUTH 00 DEGREES 04 MINUTES 21 SECONDS WEST, 435.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 27-13-101-002-0000

The said property is hereinafter referred to as the "Subject Property."

2. The Subject Property is located at 7617 Hemlock Drive, Orland Park, Illinois, and consists of approximately 7.97 acres.

3. The Subject Property is zoned R-3 Residential District under the Land Development Code of the Village of Orland Park, as amended (the "Code"), and is proposed to be developed by the School District as a Special Use with modifications for a 16,095 square foot school building addition to the existing 54,754 square foot elementary school building.

4. The Village of Orland Park is a Home Rule Unit pursuant to the provisions of the Illinois Constitution, Article VII, Section 6, and the terms, conditions and acts of the Village under this Agreement are entered into and performed pursuant to the Home Rule powers of the Village and the statutes in such cases made and provided.

5. The School District is a unit of local government and an Illinois public school district subject to the provisions of the Illinois School Code (105 ILCS 5/1-1 *et seq.*) and the Health/Life Safety Code for Public Schools (23 IL Admin. Code Part 180) (the "Life Safety Code") for purposes of the inspection and approval of building plans for school construction projects.

RECITALS:

1. The parties hereto desire that the Subject Property be developed as described above, subject to Village codes and ordinances, the Life Safety Code, and the terms and conditions as hereinafter set forth in this Agreement.

2. The School District has petitioned the Village for a Special Use Permit (public school) with modifications from the requirements of the Code and plan approval, for an expansion of the public school known as the Kruse Education Center with modifications as more fully hereinafter set forth.

3. The parties hereto have fully complied with all relevant statutes of the State of Illinois and ordinances of the Village including the filing of petitions by the School District to request the granting of a Special Use Permit for the Subject Property and to enable development as herein provided. The Village has caused the issuance of proper notice and the conduct of all

hearings by all necessary governmental entities to effectuate such actions as herein provided, including all hearings as are necessary to effectuate the plan of development herein set forth.

4. All reports by all relevant governmental entities have been submitted enabling appropriate action by the Village Board of Trustees to achieve the following:

(a) Adoption and execution of this Agreement by ordinance;

(b) Adoption of such ordinances as are necessary to effectuate the terms and provisions of this Agreement including the granting of a Special Use Permit with modifications and development of the Subject Property pursuant to the terms and conditions of this Agreement; and

(c) The adoption of such other ordinances, resolutions and actions as may be necessary to fulfill and implement this Agreement pursuant to the terms and conditions herein contained.

5. The parties hereto have determined that it is in the best interests of the Village and the School District and in furtherance of the public health, safety, comfort, morals and welfare of the community to execute and implement this Agreement and that implementation of this Agreement and development of the Subject Property pursuant to its terms and conditions will be in implementation of the comprehensive plan of the Village and will constitute a preservation of environmental values.

6. The School District covenants and agrees that it will execute all reasonably necessary directions and issue all reasonably necessary instructions and take all other action necessary to perform its obligations hereunder.

SECTION TWO: Special Use Permit for a Public School with Modifications and Plan Approval.

A. The Village, upon the necessary hearings before the relevant governmental bodies having taken place pursuant to statute and ordinances in such cases made and provided and pursuant to requisite notice having been given, will by proper ordinance cause the above-described Subject Property to:

1. Be granted a Special Use Permit for a Public School (expansion of the existing public school known as the Kruse Education Center); and
2. Be granted modifications from the requirements of the Code to increase the number of allowed parking spaces from 40 to 90; to allow parking within the front setback between the building and public right-of-way; to allow a 214 square foot shed, and to allow parking within the required side yard setback in a residential district.

B. The Subject Property shall be developed in accordance with the Site Plan and Elevations submitted to the Village by the School District as noted on the List of Reviewed Plans, attached hereto and made a part hereof as EXHIBIT A, subject to the following conditions:

- 1) School District must obtain Village sign permits for all signage;
- 2) All final building plans must meet Life Safety Code requirements and receive approvals from the South Cook Intermediate Service Center;
- 3) A final Landscape Plan meeting all applicable Village requirements must be submitted within 60 days of final engineering review and approval; and
- 4) School District shall install split rail fencing around the perimeter of the detention pond.

SECTION THREE: Permanent Grading Easement.

The Village shall grant the School District a permanent grading easement on the Village's adjacent property (identified as PIN 27-13-101-006) for purposes of necessary site grading for the Project as depicted on EXHIBIT A, such grading easement to be in substantially the form attached hereto and made a part hereof as EXHIBIT B.

SECTION FOUR: Developmental Codes and Ordinances and General Matters.

The development of the Subject Property shall be in accordance with the existing zoning, subdivision, storm water retention and other developmental codes and ordinances of the Village as they exist on the date hereof, or, with respect to codes and ordinances subsequently adopted by the Village for the protection of life, health and safety and applicable to similar buildings Village-wide, as are in existence during development of the Subject Property to the extent codes and ordinances do not conflict with the Life Safety Code. Planning and engineering designs and standards, shall be in accordance with the then existing ordinances of the Village, or in accordance with the statutes and regulations of other governmental agencies having jurisdiction thereof if such standards are more stringent than those of the Village at such time; provided that if the requirements of the Life Safety Code conflict with the ordinances of the Village, the requirements of the Life Safety Code shall control even if less stringent than the ordinance of the Village.

In particular, the School District shall adhere to a Village approved Storm Water Monitoring and Management Plan for the detention basins, including the submission to the Village of an Annual Monitoring Report as required by the Code.

SECTION FIVE: Utilities.

All electricity, telephone, cable television and gas lines shall be installed underground, the location of which underground utilities shall be at the School District's option as long as the underground facilities do not conflict with Village-maintained infrastructure.

SECTION SIX: Binding Effect and Term and Covenants Running with the Land.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, successor owners of record of the Subject Property, assignees, lessees and upon any successor municipal authorities of said Village and successor municipalities, for a period of ten (10) years from the date of execution hereof and any extended time that may be agreed to by amendment.

The terms and conditions of this Agreement relative to the construction and/or dedication of public improvements, granting of easements to the Village, and the developmental standards established herein shall constitute covenants which shall run with the land.

SECTION SEVEN: Notices.

Unless otherwise notified in writing, all notices, requests and demands shall be in writing and shall be personally delivered to or mailed by United States Certified mail, postage prepaid and return receipt requested, as follows:

For the Village:

1. Keith Pekau
Village President
14700 South Ravinia Avenue
Orland Park, Illinois 60462
2. John C. Mehalek
Village Clerk
14700 South Ravinia Avenue
Orland Park, Illinois 60462
3. E. Kenneth Friker
Village Attorney
Klein, Thorpe & Jenkins, Ltd.
15010 S. Ravinia Avenue, Suite 10
Orland Park, Illinois 60462

For the School District:

1. Dr. Jeff Stawick, Superintendent
Community Consolidated
School District Number 146
6611 W. 171st Street
Tinley Park, Illinois 60477
2. Ares G. Dalianis
Franczek Radelet P.C.
300 S. Wacker Dr., Suite 3400
Chicago, Illinois 60606

or such other addresses as any party hereto may designate in writing to the other parties pursuant to the provisions of this Section.

SECTION EIGHT: Signs.

The location of any sign upon the Subject Property shall be in accordance with an approved Sign Plan Permit and the Village's signage regulations, as set forth in the Code, and shall have reasonable setbacks from streets and highways as the interest of safety may require.

SECTION NINE: Warranties and Representations.

The School District represents and warrants to the Village as follows:

1. School District is the legal title holder and the owner of record of the Subject Property as indicated on the first page of this Agreement.
2. School District proposes to develop the Subject Property in the manner contemplated in this Agreement.
3. Other than School District, no other entity or person has any interest as of the date hereof in the Subject Property or its development as herein proposed.
4. School District has provided the legal description of the Subject Property set forth in this Agreement and the attached Exhibits and said legal description is accurate and correct.

SECTION TEN: Continuity of Obligations.

Notwithstanding any provision of this Agreement to the contrary, including but not limited to the sale or conveyance of all or any part of the Subject Property by School District, School District shall at all times during the term of this Agreement remain liable to Village for the faithful performance of all obligations imposed upon it by this Agreement until such obligations have been fully performed or until Village, at its sole option, has otherwise released them from any or all of such obligations.

SECTION ELEVEN: No Waiver or Relinquishment of Right to Enforce Agreement.

Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or either of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

SECTION TWELVE: Village Approval or Direction.

Where Village approval or direction is required by this Agreement, such approval or direction means the approval or direction of the Corporate Authorities of the Village unless

otherwise expressly provided or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met unless such requirements are inconsistent with this Agreement.

SECTION THIRTEEN: Singular and Plural.

Wherever appropriate in this Agreement, the singular shall include the plural, and the plural shall include the singular.

SECTION FOURTEEN: Section Headings and Subheadings.

All section headings or other headings in this Agreement are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions hereunder whether covered or relevant to such heading or not.

SECTION FIFTEEN: Recording.

A copy of this Agreement and any amendment thereto shall be recorded by the Village at the expense of the School District.

SECTION SIXTEEN: Authorization to Execute.

The officers of School District executing this Agreement warrant that they have been lawfully authorized to execute this Agreement on their behalf. The President and Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board of the Village to execute this Agreement. School District and Village shall, upon request, deliver to each other, at the respective time such entities cause their authorized agents to affix their signatures hereto, copies of all bylaws, resolutions, ordinances, partnership agreements, letters of direction or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective entities.

SECTION SEVENTEEN: Amendment.

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the parties hereto relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

SECTION EIGHTEEN: Counterparts.

This Agreement may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

SECTION NINETEEN: Curing Default.

The parties to this Agreement reserve a right to cure any default hereunder within thirty (30) days from written notice of such default, or such additional time as is reasonably required to cure the default so long as the cure of default is commenced within said thirty (30) days, and efforts to effect such cure of default are diligently prosecuted to completion.

SECTION TWENTY: Conflict Between the Text and Exhibits.

In the event of a conflict in the provisions of the text of this Agreement and the Exhibits attached hereto, the text of the Agreement shall control and govern.

SECTION TWENTY-ONE: Severability.

If any provision of this Agreement is held invalid by a court of competent jurisdiction or in the event such a court shall determine that the Village does not have the power to perform any such provision, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein, and such judgment or decree shall relieve Village from performance under such invalid provision of this Agreement.

SECTION TWENTY-TWO: Definition of Village.

When the term Village is used herein it shall be construed as referring to the Corporate Authorities of the Village unless the context clearly indicates otherwise.

SECTION TWENTY-THREE: Execution of Agreement.

This Agreement shall be signed last by the Village and the President of the Village shall affix the date on which he signs this Agreement on page 1 hereof which date shall be the effective date of this Agreement.

VILLAGE OF ORLAND PARK, an
Illinois Municipal Corporation

By: _____
Village President

ATTEST:

By: _____
Village Clerk

COMMUNITY CONSOLIDATED SCHOOL
DISTRICT NUMBER 146, an Illinois
school district

By: _____
President, Board of Education

Attest:

Secretary, Board of Education

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that KEITH PEKAU, personally known to me to be the President of the Village of Orland Park, and JOHN C. MEHALEK, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2018.

My commission expires _____

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named JOHN MALLOY and DARCY NENDZA, President and Secretary of COMMUNITY CONSOLIDATED SCHOOL DISTRICT NUMBER 146, an Illinois school district, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said school district for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this _____ day of _____, 2018.

Commission expires _____

Notary Public