

INTERGOVERNMENTAL AGREEMENT BY AND AMONG THE VILLAGE OF ORLAND PARK, ORLAND SCHOOL DISTRICT 135, AND CONSOLIDATED HIGH SCHOOL DISTRICT 230 – 2025(A)

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into as of the 31st day of October, 2025 ("Effective Date"), and is between and among the VILLAGE OF ORLAND PARK, an Illinois municipal corporation ("Village"), ORLAND SCHOOL DISTRICT NUMBER 135, an Illinois school district (the "School District 135"), and CONSOLIDATED HIGH SCHOOL DISTRICT 230, an Illinois school district (the "School District 230"), (collectively, the Village and the School District, are the "Parties").

IN CONSIDERATION OF, and in reliance upon, the recitals and the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in the exercise of their powers and authority under the Intergovernmental Cooperation Act, 5 ILCS 220/3 et seq., the intergovernmental cooperation provisions of Article VII, Section 10 of the Illinois Constitution of 1970, and the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., the Parties mutually agree as follows:

SECTION 1. RECITALS.

- A. The Village is a municipal corporation organized pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq.
- B. School District 135 and School District 230 are Illinois school districts organized pursuant to the Illinois School Code, 105 ILCS 5/1-1 et seq.
- C. The jurisdictional boundaries of School District 135 and School District 230 include all the territory located within the Main Street Triangle TIF District ("MST TIF District").
- D. Pursuant to Section 74.4-5(b) of the TIF Act, the Parties are members of the "MST TIF District Joint Review Board" (all members include representatives from Moraine Valley Community College, School District 135, School District 230, Orland Park Library, Orland Township, Orland Fire Protection District, Cook County, the Village, and a public member at large).
- E. The Parties have met and discussed the MST TIF District and have identified areas of mutual agreement concerning the future of the MST TIF District.
- F. The Parties now desire to enter into this Agreement to memorialize their mutual agreement and understanding, and to set forth their rights,

obligations and responsibilities regarding the MST TIF District.

SECTION 2. ACKNOWLEDGEMENTS

- A. The Parties acknowledge that no additional payments will be required from the Village or the MST TIF District to School District 135 or School District 230 to offset per pupil education costs or as a surplus disbursement.
- B. The 2007 "Intergovernmental Agreement Concerning an Amendment to the Main Street Triangle TIF District" between the Parties is hereby canceled, terminated, and nullified, and the parties expressly waive and release one another from any and all claims for declaratory relief, enforcement, or breach of said 2007 Intergovernmental Agreement, known or unknown, arising now or in the future.
- C. The Village will terminate the Main Street Triangle TIF District by December 31, 2025, which is approximately four years prior to its statutory termination date.

SECTION 3. REMEDIES.

A non-defaulting Party may exercise remedies under this Agreement in the event of a default by another Party (the "Defaulting Party") under this Agreement and failure of the Defaulting Party to cure the default within 60 days of written notice from the non-defaulting Party to do so. Absent a timely cure, a non-defaulting Party will be entitled to exercise its remedies for declaratory judgment and specific performance, if available, with respect to any default under this Agreement. In the event of enforcement of this Agreement pursuant to litigation, the prevailing Party will be entitled to recover reasonable attorneys' fees and costs incurred in enforcement of the terms of this Agreement. Notwithstanding the foregoing, a non-defaulting Party will be entitled to recover only its costs and expenses of enforcement. All rights to consequential, punitive, exemplary, and other damages are expressly waived by each Party. Each Party hereby expressly waives any right to trial by jury.

SECTION 4. GENERAL PROVISIONS.

- A. Notices. All notices required or permitted to be given under this Agreement must be given by the parties by: (i) personal delivery; (ii) deposit in the United States Registered Mail, return receipt requested, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a

nationally recognized overnight delivery service, addressed as stated in this Section 5.A. The address of any party may be changed by written notice to the other parties. Any mailed notice will be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received within 24 hours after deposit. Notices and communications to the parties must be addressed to, and delivered at, the following addresses:

To the Village:
Village of Orland Park
ATTN: Village Manager
14700 Ravinia Avenue
Orland Park, IL 60462

To School District 135:
Orland School District 135
Attention: Superintendent
15100 S 94th Ave
Orland Park, IL 60462

To School District 230:
Consolidated High School District 230
Attention: Superintendent
15100 S 94th Ave
Orland Park, IL 60462

- B. Time of the Essence. Time is of the essence in the performance of all of the terms and conditions of this Agreement.
- C. Governing Law. This Agreement is to be governed by, construed, and enforced in accordance with the internal laws, but not the conflicts of law rules, of the State of Illinois.
- D. Amendments and Modifications. No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by each of the Parties in accordance with all applicable statutory procedures; provided, however, that this Section 5.D will not be deemed to prohibit future collaboration between some or all of the Parties regarding matters of shared interest to which this Agreement does not apply.
- E. Entire Agreement. With respect to the herein contained subject matter, this Agreement represents the entirety of the agreement among the Parties, and it is expressly understood, agreed and distinctly acknowledged that all

previous communications and negotiations between the Parties, either written or oral, that are not contained in this document are hereby withdrawn, nullified and void.

F. Severability. The provisions of this Agreement shall be deemed to be severable, and the invalidity or unenforceability of any one or more of the provisions contained herein shall not affect the validity and enforceability of the other provisions hereof, and the remainder of this Agreement shall continue to be valid and enforceable to the fullest extent permitted by Law.

G. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any person, organization, firm, or corporation may be made, or be valid, against any of the Parties. This prohibition shall include and apply to those taxpayers or constituents of the Parties who reside or do business within the jurisdictional boundaries of the Parties.

H. Counterpart Signatures. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

VILLAGE OF ORLAND PARK, an Illinois municipal corporation

BY: _____
Village President

ATTEST: _____
Village Clerk

ORLAND SCHOOL DISTRICT 135, an Illinois school district

BY: _____
President

ATTEST: _____
Secretary

CONSOLIDATED HIGH SCHOOL DISTRICT 230, an Illinois school district

BY: _____
President

ATTEST: _____
Secretary