

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE VILLAGE OF HOMEWOOD**

This INTERGOVERNMENTAL AGREEMENT is entered into by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, ("ILLINOIS TOLLWAY"), and THE VILLAGE OF HOMEWOOD, a municipal corporation of the State of Illinois, ("VILLAGE"), individually referred to as "PARTY", and collectively referred to as "PARTIES".

RECITALS:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, has improved the Tri-State Tollway ("I-294") or ("Toll Highway"), included in multiple ILLINOIS TOLLWAY construction contracts ("PROJECT");

WHEREAS, the ILLINOIS TOLLWAY owns approximately 29,044 square feet of real property, The parcel is a portion of 174th Street and west of Halsted ("PARCEL"), which was necessary for the construction of the PROJECT and associated improvements, including but not limited to improvements to portions of 174th Street;

WHEREAS, a portion of 174th Street improved as part of the PROJECT is within VILLAGE municipal boundaries and the VILLAGE has jurisdiction over the PARCEL along 174th Street;

WHEREAS, it is not anticipated that the PARCELS will be required for Toll Highway maintenance, operations or future construction improvements and therefore are considered excess to the needs of the ILLINOIS TOLLWAY;

WHEREAS, it is in the best interest of the PARTIES that the ILLINOIS TOLLWAY convey the PARCEL to the VILLAGE for the purpose of economic development;

WHEREAS, the ILLINOIS TOLLWAY and the VILLAGE by this instrument, which shall be known for ILLINOIS TOLLWAY recording purposes as ILLINOIS TOLLWAY IGA 002022-07, desire to determine and establish their respective responsibilities toward right of way transfers as proposed;

WHEREAS, the ILLINOIS TOLLWAY by virtue of its powers as set forth in the Toll Highway Act, 605 ILCS 10/1, *et seq.*, is authorized to enter into this AGREEMENT;

WHEREAS, the VILLAGE by virtue of its powers as set forth in the Illinois Municipal Code 65, ILCS 5/1-1-1, *et seq.*, is authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative Intergovernmental Agreement is appropriate and such an Agreement is authorized by Article VII, Section 10 of the Illinois Constitution and 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 hereto agree as follows:

I. TRANSFER OF OBLIGATIONS

- A. The VILLAGE agrees to accept conveyance from the ILLINOIS TOLLWAY of the PARCEL, identified as T-1A-502.EX and depicted on Exhibit A attached.
- B. The PARTIES agree to cooperate in preparing any documents as may be necessary and convenient to complete the conveyance of the PARCELS.
- C. The VILLAGE agrees to assume and accept the responsibilities and duties associated with the ownership of the PARCELS including, but not limited to maintenance.

II. CONSIDERATION

- A. The PARTIES agree that this conveyance is made based upon the appraised value of the PARCELS, specifically, \$43,000.00 (\$1.50 per square foot), which will be paid by the VILLAGE to the ILLINOIS TOLLWAY in a lump sum.
- B. Should the VILLAGE convey any portion of the PARCELS to a private party, the VILLAGE shall reimburse the ILLINOIS TOLLWAY for any portion of the sale proceeds in excess of the (\$1.50 per square foot) the VILLAGE paid to acquire the PARCELS.

III. CONVEYANCE OF THE PARCELS

- A. The VILLAGE agrees to accept conveyance of the PARCELS from the ILLINOIS TOLLWAY via a Quit Claim Deed.
- B. The ILLINOIS TOLLWAY shall convey the PARCEL to the VILLAGE, provided, however, that:

1. In the event any portion of the PARCEL is required in the future for Toll Highway improvements, the VILLAGE, if it is the owner of said property, or its successors and assigns will re-convey those portions of the PARCEL to the ILLINOIS TOLLWAY upon demand and at fair market value to the ILLINOIS TOLLWAY. The quit claim deed from the ILLINOIS TOLLWAY to the VILLAGE shall contain the foregoing covenant.
2. It is understood that the aforementioned PARCEL were acquired and are being conveyed by the ILLINOIS TOLLWAY to the VILLAGE to further economic development, and the PARTIES agree that upon a fee simple conveyance of any portion of any of the PARCELS by the VILLAGE to a private party within ten (10) years of the date of this AGREEMENT, the VILLAGE shall reimburse the ILLINOIS TOLLWAY for any portion of the sale proceeds received by the VILLAGE in excess of the amount originally paid for the PARCELS, pursuant to the ILLINOIS TOLLWAY's Excess Real Property Declaration and Disposal Policy dated November 19, 2015; and
3. In the event any portion of the PARCEL is conveyed, sold or vacated, the VILLAGE will provide the ILLINOIS TOLLWAY with advance written notice.

The Quit Claim deed from the ILLINOIS TOLLWAY to the VILLAGE shall contain the following covenant: "the Grantee, their successors and assigns agree not to build or cause to be built or erected upon the subject property any advertising sign or structure directed, whether in whole or part, to users or patrons on the adjacent Toll Highway or any structure that in the opinion of the Chief Engineering Officer of the ILLINOIS TOLLWAY, Grantor, would in any way interfere with the safe operation of the Toll Highway."

IV. GENERAL PROVISIONS

- A. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- B. In the event of a dispute between the VILLAGE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the Mayor of the VILLAGE shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the carrying out of the terms of this AGREEMENT in reference to the PARCELS, the decision of the Chief Engineering Officer of the ILLINOIS TOLLWAY shall be final.
- C. In the event there is a conflict between the terms contained in this document and the attached Exhibit A, the terms included in this document shall control.

- D. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- E. This AGREEMENT may only be modified by written notification executed by duly authorized representatives of the PARTIES.
- F. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- G. The failure by the ILLINOIS TOLLWAY or the VILLAGE to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the VILLAGE unless such provision is waived in writing.
- H. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in Du Page County, Illinois.
- I. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

To the ILLINOIS TOLLWAY:

The Illinois Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515
Attn: Chief Engineering Officer

To the VILLAGE:

The Village of Homewood
2020 Chestnut Road
Homewood, Illinois 60430
Attn: Village President

- J. The VILLAGE agrees to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the ILLINOIS TOLLWAY and/or the VILLAGE under the AGREEMENT for a minimum of five (5) years from the last action on the AGREEMENT. The VILLAGE further agrees to cooperate fully with any audit and to make its books and records, and books and records within its custody or control available to the Illinois Attorney General, the Illinois Auditor General, the ILLINOIS TOLLWAY Inspector General, the ILLINOIS TOLLWAY Department of Internal Audit, the ILLINOIS TOLLWAY

or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.

- K. The VILLAGE also recognizes that, pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5), the Inspector General of the Illinois State Toll Highway Authority (“OIG”) has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse and to conduct reviews. The VILLAGE will fully cooperate in any OIG investigation or review and shall not bill the ILLINOIS TOLLWAY for time relating to its cooperation. Cooperation includes (i) providing access to all information and documentation related to the performance of this AGREEMENT, and (ii) disclosing and making available all personnel involved or connected with, or having knowledge of, the performance of this AGREEMENT.
- L. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

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

THE VILLAGE OF HOMEWOOD

By: _____
Rich Hofeld
Village President

Date: _____

Attest: _____
Marilyn Thomas, Village Clerk

Date: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Lanyea Griffin
Interim Executive Director

Date: _____

Approved as to Form and Constitutionality

Samantha Sims, Assistant Attorney General

