
**THE VILLAGE OF WILLOW SPRINGS
COOK COUNTY, ILLINOIS**

**ORDINANCE
NUMBER 20-O-2010**

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN LYONS TOWNSHIP AND THE VILLAGE OF WILLOW
SPRINGS FOR THE WILLOW PARK AND LIONS PARK PROJECTS**

**ALAN NOWACZYK, President
ADENA BASKOVICH, Village Clerk**

**GEORGE BARTIK
MARIO IMBARRATO
ANNETTE KAPTUR
KEVIN J. MALONEY
KATHRYN STANPHILL
JERRY STRAZZANTE**

Trustees

ORDINANCE NO. 30-O-2010

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN LYONS TOWNSHIP AND THE VILLAGE OF WILLOW SPRINGS FOR THE WILLOW PARK AND LIONS PARK PROJECTS

WHEREAS, the Village of Willow Springs (the "*Village*") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government to enter into contract to exercise, combine or transfer any power or function not prohibited by law; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, (the "*Act*") authorizes units of local government to exercise jointly with any public agency of the State, including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into contract for the performance of governmental services, activities or undertakings; and

WHEREAS, the Township of Lyons (the "*Township*") is a duly organized Township within the meaning of such term in the Township Code (60 ILCS 1/1-1 *et al.*); and

WHEREAS, the Township and the Village desire to enter into an Intergovernmental Agreement for the Willow Park and Lions Park Projects (the "*Intergovernmental Agreement*"), a copy of the Intergovernmental Agreement is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the Intergovernmental Agreement authorizes the Township to provide park bond funds to assist the Village in modernizing and improving Lions Park and Willow Park and for the installation of a spray pool at Lions Park (the "*Park Project*"), a copy of the plans and designs are attached hereto and made a part hereof as Exhibit B; and

WHEREAS, the Village President and Board of Trustees (the "*Corporate Authorities*") find that the Intergovernmental Agreement for the Park Project will add to the health, safety, welfare of the residents of the Village; and

WHEREAS, the Corporate Authorities further find that it is in the best interest of the Village to authorize the Intergovernmental Agreement with the Township.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOW SPRINGS, COOK COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. The Intergovernmental Agreement, a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to this Board of Trustees, with such necessary changes as may be approved by the President.

Section 3. The President and Village Clerk are hereby authorized and directed to execute and deliver the Agreement and any and all other document necessary to implement the provisions, terms and conditions thereof, as therein described.

Section 4. The officials and officers of the Village are hereby authorized to undertake actions on the part of the Village as contained in the Agreement to complete satisfaction of the provisions, terms or conditions stated therein.

Section 5. The Village Treasurer is hereby authorized to expend such necessary funds and undertake such financial actions on the part of the Village as contained in the Agreement and this Ordinance to complete satisfaction of any conditions stated therein.

Section 6. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

Section 7. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

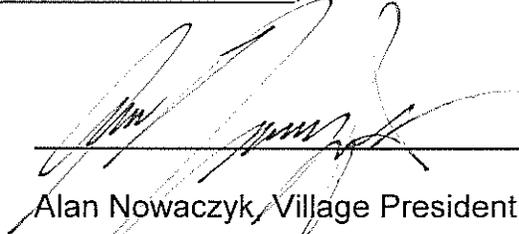
Section 8. This Ordinance shall take effect immediately and be in force from and after its passage and approval due to the urgent nature of this matter.

ADOPTED this 28 day of October, 2010, pursuant to a roll call vote

as follows:

	YES	NO	ABSENT	ABSTAIN	PRESENT
Bartik	✓				✓
Kaptur	✓				✓
Imbaratto	✓				✓
Maloney	✓				✓
Stanphill	✓				✓
Strazzante	✓				✓
Mayor Nowaczyk					✓
TOTAL	<u>6</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>7</u>

APPROVED this 28th day of October, 2010.


 Alan Nowaczyk, Village President

ATTEST:



Adena Baskovich, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION

I, Adena Baskovich, DO HEREBY CERTIFY that I am the duly qualified and appointed Clerk of the Village of Willow Springs, Cook County, Illinois, and that as such Clerk I do have charge of and custody of the books and records of the Village of Willow Springs, Cook County, Illinois.

I DO HEREBY FURTHER CERTIFY that the foregoing is a full, true and correct copy of **ORDINANCE No. 20-O-2010, "AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN LYONS TOWNSHIP AND THE VILLAGE OF WILLOW SPRINGS FOR THE WILLOW PARK AND LIONS PARK PROJECTS,"** adopted and approved by the President and Board of Trustees of the Village of Willow Springs, Illinois, on Oct. 28, 2010.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the Corporate Seal of the Village of Willow Springs, Cook County, Illinois this 28 day of October, 2010.





Adena Baskovich, Village Clerk
Village of Willow Springs, Cook County, Illinois

EXHIBIT A
(Intergovernmental Agreement)

INTERGOVERNMENTAL AGREEMENT
AMONG THE TOWNSHIP OF LYONS, ILLINOIS,
VILLAGE OF WILLOW SPRINGS AS GRANTEE AND
AMALGAMATED BANK OF CHICAGO, AS DISBURSING AGENT
CONCERNING THE GRANTING OF PARK BOND FUNDS FOR THE ACQUISITION OR
IMPROVEMENT OF ONE OR MORE PARKS WITHIN THE TOWNSHIP

This AGREEMENT, including the attached “Conditions Upon Approval of Park Bond Proposals and Disbursement of Funds Thereunder,” is entered into this _____ day of _____, 2010 by and between the TOWNSHIP OF LYONS, Cook County, Illinois (“Township”), the Village of Willow Springs (the “Grantee”), an Illinois municipal corporation, and AMALGAMATED BANK OF CHICAGO, as Disbursing Agent (the “Disbursing Agent”).

RECITALS

WHEREAS, the Township and the Grantee are public agencies within the meaning of such terms in the Illinois Governmental Cooperation Act (5 ILCS 220/1 et seq); and

WHEREAS, the Grantee is a municipality or a park district within the meaning of such term in the Township Code (60 ILCS 1/Art. 125); and

WHEREAS, the Grantee desires to acquire, modernize and/or improve certain park facilities as described and specified in **Exhibit A** hereto (the “Park Project”); and

WHEREAS, the Township desires to provide funds from the proceeds of the sale of the Township’s \$10,000,000 General Obligation Bonds, Series 2009 (the “Bonds”) to assist the Grantee in acquiring, modernizing and/or improving the Park Project; and

WHEREAS, it is in the best interests of the Township, the Grantee, their residents and the general public that the acquisition, modernization and/or improvement of the Park Project is planned, coordinated and completed in an efficient, cost effective and timely manner and complies with the requirements of the Township Code, the Ordinances of the Township Board approving the Bonds (the “Bond Ordinances”) and the Arbitrage and Tax Certificate of the Township (the “Arbitrage Certificate”) imposing certain requirements pertaining to the tax exemption of the Bonds; and

WHEREAS, the successful completion of the Park Projects will require cooperation among the Township, the Grantee, their consultants, contractors and employees to ensure completion of the Park Project in a timely manner; and

WHEREAS, it is in the mutual best interests of the parties to specify the terms and responsibilities regarding the respective obligations of the Township and the Grantee for the successful completion of the Park Project; and

WHEREAS, the Township hereby appoints Disbursing Agent to act as disbursing agent pursuant to the terms of this Agreement, and the Disbursing Agent hereby agrees to act in such capacity; and,

NOW, THEREFORE, in consideration of the matters set forth above, the agreements made and contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Township, the Grantee and the Disbursing Agent hereby agree as follows:

1. The Grantee has established a timeline for the planning, design, bidding and construction of the Park Project, which timeline has been approved by the Township. The Grantee covenants that the Park Project will be completed by June 29, 2012 (Date may not be later than June 30, 2012). The Park Project completion date may only be extended with the written approval of the Township.
2. The Grantee shall be responsible for obtaining all easements and permits to complete the Park Project.
3. The Grantee will be responsible for the payment of all costs of the Park Project, including but not limited to costs of administration, engineering, equipment, materials, labor and contingencies of the Park Project, subject to the right to receive disbursements of Bond proceeds for such purpose as provided herein.
4. The Grantee shall hire its own consultants and contractors to provide all necessary services to complete the Park Project.
5. The Grantee shall award all contracts necessary to complete the Park Project to the lowest responsible bidder.
6. Pursuant to the Bond Ordinance, the Township has established a fund (the "Project Fund") with the Disbursing Agent into which Bond proceeds have been deposited to pay costs of the Park Project and park projects of other grantees within the Township. There is hereby established with the Disbursing Agent in the name of the Township an account (the "Project Account") within the Project Fund entitled "Lyons Township Project Fund-Village of Willow Springs (GRANTEE'S NAME) Account." There shall be deposited in the Project Account the amount of \$367,360.00 (the "Grant Amount") as directed by the Township which amount shall be disbursed to pay costs of the Park Project or otherwise as provided herein, unless otherwise agreed to in writing by the Township and the Grantee. The Grantee shall have no right, title or interest in or to the Project Account or the Project Fund, the funds on deposit therein or any investment earnings thereon, except to receive disbursement of funds from the Project Account to pay costs of the Park Project as provided herein.
7. Unless directed by the Township in writing, money deposited in the Project Account will be invested overnight in the Goldman Financial Square Government B Fund (the "Fund"). Township hereby acknowledges receipt of a copy of the Fund's prospectus and

acknowledges that Disbursing Agent earns 25 basis points of the average daily net assets invested and Goldman Sachs makes an additional payment of 8 basis points to Disbursing Agent. Cutoff for investment in the Fund is 2:30 Central Time. Interest earnings will be credited to the Project Account.

8. The Disbursing Agent shall disburse monies from the Project Account to pay costs of the Park Project upon receipt of a requisition in the form of **Exhibit B** hereto signed by a duly authorized official of the Grantee, provided such requisition has been approved in writing by a Township official who has verified that the work specified in the requisition has been satisfactorily completed.
9. The Grantee, prior to the execution of this Agreement, shall provide the name of any person, agency, private or public, local, state or federal, to which the Grantee has applied for funds, monies, credits or grants to pay for any and all of the costs of the Park Project including the application number, the amount requested and the anticipated award amount. The Grantee shall deposit all funds, monies, credits, or grants received specifically for the Park Project from any source into a separate account held by the Disbursing Agent and shall provide written notice to the Township of the creation of such account and the disbursement of monies therein to pay costs of the Park Project.
10. Any funds, monies, credits, or grants received by the Grantee specifically for the Park Project from any source, those funds shall be managed by the Disbursing Agent in accordance with the terms of this Agreement.
11. If after all costs of the Park Project have been paid and settled, there remain any amounts on deposit in the Project Account, the remaining balance of funds shall be deposited in the Project Fund until transferred to other project accounts created for other grantees as directed by the Township or otherwise as directed by the Township. The Grantee shall have no right, title or interest in or to such funds.
12. Responsive to the Arbitrage Certificate, the Grantee makes the following representations and covenants:
 - a. The Grantee (i) reasonably expects to spend (or to enter into binding obligations to spend) at least five percent of the Grant Amount within six months from the date of this Agreement for costs of the Park Project, and (b) the acquisition and improvement of the Park Project will proceed with due diligence through the completion date referenced in (1) above.
 - b. The Grantee represents that no costs of the Park Project to be reimbursed from the Project Account (other than "preliminary expenditures" not exceeding 20 percent of the issue price of the Bonds) were incurred more than 60 days prior to the date hereof.
 - c. The Grantee reasonably expects that the Bonds will not meet the private loan financing test of section 141(c) of the Internal Revenue Code as amended (the "Code"), for the entire term of the Bonds (through December 15, 2028). The parties agree that the proceeds of the Bonds are being granted to the Grantee with no expectation or requirement of any payment,

repayment or the giving of any consideration from the Grantee to the Township with respect to such grant.

d. The Grantee represents that the average reasonably expected useful life of the Park Project is at least 10 years.

13. The Grantee shall be solely responsible for any and all actions, claims, suits for damages, claimed liability, any and all claims of obligations to indemnify imposed by law, employee benefits, wage and disability payments, pension and worker's compensation claims arising out of or in connection with this Agreement. The Grantee shall indemnify and hold the Township harmless from any and all claims for injury to persons or property, economic damages, or contractual claims which arise out of or in connection with the Park Project.

14. All notices or other communications under or in respect of this Agreement shall be in writing and shall be deemed to have been given when the same are (i) deposited in the U.S. Mail and sent by first class mail, postage prepaid; or (ii) delivered in each case, to the Township, the Grantee and the Disbursing Agent at their respective addresses set forth below (or at such other address as each may designate by notice to the other):

a. If to the Township, at the offices of the Township of Lyons, 6404 Joliet Road, Countryside, Illinois 60525, Attn: Supervisor; Fax: 708-482-8335; E-mail: lyonstwp@hotmail.com; and

b. If to the Grantee, at the office of the Village Manager, Village of Willow Springs, One Village Circle, Willow Springs, Illinois 60480; and

c. If to the Disbursing Agent, at Amalgamated Bank of Chicago, One West Monroe Street, Chicago, Illinois 60603, Attn: Corporate Trust Department, Fax: (312) 267-8777; Email: fmendoza@aboc.com.

15. This Agreement shall be deemed to be an intergovernmental agreement made in accordance with and governed by the laws of the State of Illinois.

16. Neither this Agreement nor any provisions hereof may be changed, revised, modified, waived, discharged, terminated or otherwise abrogated, diminished or impaired other than by an instrument in writing, duly authorized and executed by the parties hereto.

17. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto are upon the same instrument.

18. This agreement shall terminate when, by written notice, it is determined by the Township that there has been a specific material breach of the Agreement. The written notice shall provide a time period during which the Grantee shall have the opportunity to affect a cure. Failure of the Grantee to cure or provide adequate reasons why it is unable to

reasonably cure the breach in the time allotted by the Township shall cause this Agreement to terminate.

19. If there is a change in Disbursing Agent made pursuant to the Bond Ordinance, the new Disbursing Agent shall execute this Agreement and become Disbursing Agent hereunder.

IN WITNESS WHEREOF, the Township and the Grantee have each caused this Agreement to be executed by proper officers duly authorized to execute the same as of the date set forth beneath the signatures of their respective officers set forth below:

TOWNSHIP OF LYONS, ILLINOIS

By: _____

Date

ATTEST:

Clerk

Date

(SEAL)

AMALGAMATED BANK OF CHICAGO, as Disbursing Agent

By: _____

Date

Village of Willow Springs
By: *[Signature]* MAYOR
Date: *10-28-10*

ATTEST:

[Signature], Village Clerk

10/28/10
Date

(SEAL)

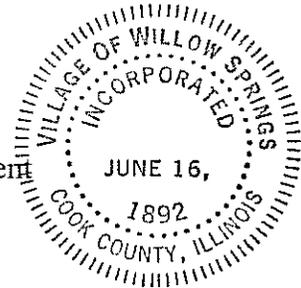


Exhibit A

Detailed Description of Park Project Including Costs

Willow Springs

Lions Park

10/13/2010

	QTY	UNIT	UNIT PRICE	TOTAL
GENERAL EARTHWORK/SITE WORK				
Removals, Excavation, Grading	1	LS	\$ 8,000.00	\$ 8,000.00
Water Connection	1	LS	\$ 4,000.00	\$ 4,000.00
Site Drainage	85	LF	\$ 30.00	\$ 2,550.00
Site Restoration	1	LS	\$ 2,000.00	\$ 2,000.00
Concrete	544	SF	\$ 6.00	\$ 3,264.00
Shade Trees	6	LS	\$ 650.00	\$ 3,900.00
Electrical Connection	1	LS	\$ 2,000.00	\$ 2,000.00
Trash Receptacle	1	EA	\$ 1,200.00	\$ 1,200.00
Benches	2	EA	\$ 1,200.00	\$ 2,400.00
			Subtotal:	\$ 29,314.00
PLAYGROUND				
Playground Equipment	1	LS	\$ 43,500.00	\$ 43,500.00
Installation of Playground Equipment	1	LS	\$ 15,225.00	\$ 15,225.00
Playground Curb	170	LF	\$ 24.00	\$ 4,080.00
4" Perf. Pipe	101	LF	\$ 16.00	\$ 1,616.00
Wood Fiber Playground Surfacing	4989	SF	\$ 3.50	\$ 17,461.50
Ramp	1	LS	\$ 1,000.00	\$ 1,000.00
			Subtotal:	\$ 82,882.50
WATER FEATURE				
Concrete	1515	SF	\$ 6.50	\$ 9,847.50
Water Feature Equipment	1	LS	\$ 55,000.00	\$ 55,000.00
Installation of Water Feature Equipment	1	LS	\$ 19,250.00	\$ 19,250.00
2" Waterline	1	LS	\$ 1,500.00	\$ 1,500.00
			Subtotal:	\$ 85,597.50
Professional Fees	1	LS	\$ 15,000.00	\$ 15,000.00
Total of Estimated Costs				\$ 212,794.00
10% Contingency				\$ 21,279.40
Overall Total				\$ 234,073.40

COST FOR SAND VOLLEYBALL COURT

Removals, Excavation, Grading & Restoration	1	LS	\$ 1,000.00	\$ 1,000.00
6" Concrete Curb	264	LS	\$ 24.00	\$ 6,336.00
Sand for Volleyball Court	150	CY	\$ 20.00	\$ 3,000.00
Bench	1	LS	\$ 1,200.00	\$ 1,200.00
Concrete	911	SF	\$ 6.00	\$ 5,466.00
			Subtotal:	\$ 17,002.00

ALTERNATE SHELTER AND WALK

Removals, Excavation, Grading & Restoration	1	LS	\$ 500.00	\$ 500.00
16' x 16' Square Shelter Purchase and Install	1	LS	\$ 15,000.00	\$ 15,000.00
Concrete	1019	SF	\$ 6.00	\$ 6,114.00
			Subtotal:	\$ 21,614.00

Note: Since 3D Design Studio has no control over the Contractor's means or methods of determining prices or over the Competitive Bidding process or market conditions, our Estimate of Possible Cost, as provided herein, is made on the basis of experience and qualifications and represent the best judgment as a Design Professional familiar with the construction industry. 3D Design Studio cannot and does not guarantee proposals, bids or the construction costs will

Willow Springs
Willow Park
10/13/2010

	QTY	UNIT	UNIT PRICE	TOTAL
GENERAL EARTHWORK/SITE WORK				
Removals, Excavation, Grading	1	LS	\$ 12,500.00	\$ 12,500.00
Site Restoration	1	LS	\$ 2,500.00	\$ 2,500.00
Ball Field Mix	41	CF	\$ 175.00	\$ 7,175.00
Backstop	40	LF	\$ 160.00	\$ 6,400.00
Concrete	677	SF	\$ 6.00	\$ 4,062.00
Relay Brick Pavers	803	SF	\$ 16.00	\$ 12,844.80
Trash Receptacle	1	EA	\$ 1,200.00	\$ 1,200.00
Benches	2	EA	\$ 1,200.00	\$ 2,400.00
			Subtotal:	\$ 49,081.80
PLAYGROUND				
Playground Equipment	1	LS	\$ 30,000.00	\$ 30,000.00
Installation	1	LS	\$ 10,500.00	\$ 10,500.00
Playground Curb	166	LF	\$ 24.00	\$ 3,984.00
4" Perf. Pipe	100	LF	\$ 20.00	\$ 2,000.00
Wood Fiber Playground Surfacing	2018	SF	\$ 3.50	\$ 7,063.00
Ramp	1	LS	\$ 1,000.00	\$ 1,000.00
			Subtotal:	\$ 54,547.00
Professional Fees			\$ 6,925.00	\$ 6,925.00
			Total of Estimated Costs	\$ 110,553.80
			10% Contingency	\$ 11,055.38
			Overall Total	\$ 121,609.18

Note: Since 3D Design Studio has no control over the Contractor's means or methods of determining prices or over the Competitive Bidding process or market conditions, our Estimate of Possible Cost, as provided herein, is made on the basis of experience and qualifications and represent the best judgment as a Design Professional familiar with the construction industry. 3D Design Studio cannot and does not guarantee proposals, bids or the construction costs will not vary from Estimates of Possible Cost prepared for the Owner.

Willow Springs

Lions Park and Willow Park Schedule

Village Board Selects Playground and Water Feature Equipment	Thursday, October 14th, 2010
Village Issues Purchase Order for Equipment	Tuesday, October 19th, 2010
3D Design Prepares Construction Bidding Documents	October 18th-25th
Project Out to Bid	Monday, October 25th, 2010 - 3pm
Pre-Bid Meeting	Tuesday, November 2nd, 2010 - 11am
Bids Due	Tuesday, November 9th, 2010 - 11am
Letter of Recommendation to Village	Wednesday, November 10th, 2010
Village Board Approval and Award	Thursday, November 11th, 2010
Contracts	November 12th-15th, 2010
Pre-Construction Meeting	Friday, November 19th, 2010
Construction Begins	Monday, November 29th, 2010
Project Punch List Meeting	Friday June 13th, 2011
Project Completion	Friday, July 8th, 2011