Palatine Public Library Branch Renovation

| Issue Log | | | | | | | | | | | | |
|------------|----------------------------|----------------------|-----------------|-----------|-------|------------------|-------------|-------------------------|--------|----------------|----------------|-------|
| lssue # | Description | Initiating Doc | Sched Impact | Est. Cost | Class | Change Yes/No | BIC | Comments | Status | Closing Doc | Related Doc | GC ID |
| 1 | Demo of Existing Fireplace | | | | | | EA | | Closed | | | |
| 2 | Add EM Light Rand Road | JD Email 09082021 | | | | | EA | | Open | | | |
| 3 | Rand Fire Place | Verbal KR | | | | | | Bld Onwer to address | Closed | | | |
| 4 | Keying System | KR Email 12032021 | | | | | NCH/LJ M | | Open | | | |
| 5 | Permit Rand Road | | | | | | LJM | | Open | | | |
| 6 | Permit N Hoffman | | | | | | LJM | | Open | | | |

Status Report

| • | SCHEDULE |
|---|-----------------------------|
| | Project Start Date |
| | Substantial Completion Date |
| | Final Completion Date |
| | |

May 24, 2021 September 21, 2021 October 21, 2021

- REGULATORY
 Building Permit
- ISSUE LOG
 See Attached
- OWNER CONTINGENCY
 See attached
- CONTRACT AND CHANGE ORDER LOG See attached CO 3 Pending
- PROGRESS PAYMENT REVIEW \$226,024.35 Payment Application#5 #6 \$40,376.18 **Previous Payment** \$541,123.09 \$767,147.44 Earned to Date \$767,147.44 \$807,523.62 Current Retained \$40,376.18 \$0 \$0 Incomplete/Unbilled \$40,376.18 % of Contract Amount 95% 100%
- GENERAL
 Complete

CONTRACT AND CHANGE ORDER SUMMARY PALATINE PUBLIC LIBRARY DISTRICT Parking Lot Rehab

| | A | В | С | D | E | F |
|----------------------------------|---------------------|---|--------------|---|---------------|--------------|
| 1 | | | | | CONTRACT A | MOUNT |
| 2 | | | | | ORIGINAL | ADJUSTED |
| 3 | | | | | \$ 559,315.00 | |
| 4 | CONTRACT ADJUSTMENT | S | | | | |
| 5 | CO 1 | | \$98,991.21 | | | |
| 6 | CO 2 | | \$158,299.81 | | | |
| 7 | CO 3 | | -\$9,082.40 | | | |
| 8 | | | | | | |
| 9 | | | | | | |
| 10 | | | | | | |
| 11 | | | | | | |
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| 22 | | | | | | |
| 23 | | | | | | |
| 22 23 24 25 26 27 | | | | | | |
| 26 | | | | | | |
| 27 | TOTAL | | \$248,208.62 | | \$ 559,315.00 | \$807,523.62 |

ICS

12/14/2021



OWNER'S CONTINGENCY SUMMARY

ISSUE DATE 12/14/2021

| | Α | В | С | D | E |
|----------|----------------------------|---|--------------|---|---------------------|
| 1 | ADJUSTMENTS (Expenditures) | | CONT | NGENCY AN | MOUNT |
| 2 | | | ORIGINAL | | |
| 3 | | | \$ 55,931.50 | | |
| 4 | | | | \$55,931.50 | |
| 5 | CO 1 | \$ (98,991.21) | | -\$43,059.71 | |
| 6 | CO 2 | \$ (158,299.81) | | -\$201,359.52 | |
| 7 | CO 3 | \$ 9,082.40 | | -\$192,277.12 | |
| 8 | | | | | |
| 9 | | | | | |
| 10 | | | | | |
| 11 | | | | | |
| 12 | | | | | |
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| 22 | | | | | |
| 23 24 | | | | | |
| 24 | | | | | |
| 26 | | | | | |
| 20 | 4 | | | | |
| 28 | | | | | |
| 29 | | \$ (248,208.62) | \$55,931.50 | -\$192,277.12 | CONTINGENCY BALANCE |
| 30 | | (,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | +, | , , ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | |

Change Order

AIA Document G701

OWNER ARCHITECT CONTRACTOR FIELD



| | | | | | OTHER | |
|---|--|--------------------------------|------------|--------------|--------------|--|
| PROJECT: | Palatine Public Library | CHANGE ORDER NUME | BER: 3 | | | |
| | Garage Repairs | DATE: | 11/22/21 | | | |
| CONTRACTOR: | Western Specialty Contractors | OWNER'S PROJECT NO | D.: | | | |
| | 676 East Fullerton Avenue | CONTRACT DATE: | 5/24/202 | !1 | | |
| | Glendale Heights, IL 60139 | CONTRACT FOR: | Garage | Repairs | | |
| The Contract is cha | and as follows: | | | | | |
| | Item | Units | Unit Price | | Total | |
| Partial Depth Slab | Repair - Add Quantity @ Trench D | | \$36.50 | | \$584.00 | |
| Rout & Seal Crack | | 197 LF | \$7.80 | : | \$1,536.60 | |
| Epoxy Leveling @ | Trench Drain | 1 LS | N/A | \$ | \$4,285.00 | |
| Slab Shoring Allow | ance CREDIT | 1 LS | N/A | (\$1,285.00) | | |
| Partial Depth Wall | Repair CREDIT | 55 SF | \$110.00 | (\$6,050.00) | | |
| Partial Depth Over | head Slab Repair CREDIT | 18 SF | \$196.00 | (\$3,528.00) | | |
| Mudjacking CRED | IT | 1250 SF | \$3.70 | (\$4,625.00) | | |
| The original <u>Contra</u> | act Sum was | | | \$ | 559,315.00 | |
| The net change by | previous authorized Changed Orde | ers | | \$ | 257,291.02 | |
| The Contract Sum | prior to this Change Order was | | | \$ | 816,606.02 | |
| , | will be <u>(</u> increased) (<u>decreased</u>) (un | changed) | | | | |
| by this Change Orc | ler in the amount of | | | | (\$9,082.40) | |
| The new Contract S | \$ | 807,523.62 | | | | |
| The Contract Time | will be (increased) (decreased) (ur | nchanged) by <u>10</u> Working | days | | | |
| The date of Substantial Completion as of the date of this Change Order therefore is | | | | | | |
| | SIGNED BY OWNER, CONTRAC | TOR AND ARCHITECT | | | | |

IMEG Corp

Architect (Firm name)

1100 E Warrenville Road Naperville, IL 60563

Address By (Signature)

Kuo Michae

Print Name

19 12 2

Date

Western Specialty Contractors Contractor (Firm name)

676 E Fullerton Avenue Glendale Heights, IL 60139

Address By (Signature)

Steve Genovese, Branch Manager Print Name

Date

700 N North Court Palatine, IL 60067 Address By (Signature) Print Name leanni Date

The Board of Trustees

Palatine Public Library

Owner (Firm name)

Status Report

| • | SCHEDULE | |
|---|-----------------------------|------------|
| | Project Start Date | 11-19-2021 |
| | Substantial Completion Date | 1-22-2022 |
| | Final Completion Date | 2-22-2022 |
| | | |

- REGULATORY
 Building Permit
- ISSUE LOG
 See Attached
- OWNER CONTINGENCY
 No Change
- CONTRACT AND CHANGE ORDER LOG
 No Change
- PROGRESS PAYMENT REVIEW
 Payment Application# None Presented
 Previous Payment
 Earned to Date
 Current Retained
 Incomplete/Unbilled
 % of Contract Amount
- GENERAL
 Demo/Install Conduit LL
 Demo/Install Conduit UL
 Submittals

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Palatine Public Library Parking Garage Lighting Upgrades

| 12/14/ | 2021 |
|--------|------|
|--------|------|

| | Issue Log | | | | | | | | | | | |
|------------|---|----------------------|-----------------|-------------|-------|------------------|------|----------|--------|----------------|----------------|-------|
| lssue # | Description | Initiating Doc | Sched Impact | Est. Cost | Class | Change Yes/No | BIC | Comments | Status | Closing Doc | Related Doc | GC ID |
| 1 | Permit Cost | | | \$ 3,886.00 | | | KE | | Closed | CO 1 | | |
| 2 | Lighting Override Switch Locations | SK Email 12012021 | | | | | PPLD | | Closed | | | |
| 3 | Reuse of existing conduit Upper level | PR 1 | | \$ 5,033.00 | | | KEC | | Open | | | |
| 4 | Contractor use of PPLD Dumpster | GS email 12022021 | | | | | KEC | | Closed | | | |
| 5 | Switch Colors | SK Email 12012021 | | | | | EA | | Closed | | | |
| 6 | Lighting out in LL Parking garage vestibule elevator and pump rooms | GS Email 12092021 | | | | | | | Open | | | |

STATE OF ILLINOIS)) SS COUNTY OF COOK)

SECRETARY'S CERTIFICATE

I, Jeffrey Westhoff, the duly qualified and acting Secretary of the Board of Library Trustees of the Palatine Public Library District, Cook County, Illinois, and the keeper of the records thereof, do hereby certify that attached hereto is a true and correct copy of an Ordinance entitled:

ORDINANCE NO. 2022-04

ORDINANCE PROVIDING FOR AN AMENDED BUDGET AND APPROPRIATIONS OF PALATINE PUBLIC LIBRARY DISTRICT, COOK COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022

adopted at a regular meeting of the said Board of Library Trustees at which a quorum

was present held pursuant to the Illinois Open Meetings Acts on the 21st day of

December, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand this 21st day of December,

2021.

Jeffrey Westhoff Secretary, Board of Library Trustees

ORDINANCE NO. 2022-04

ORDINANCE PROVIDING FOR AN AMENDED BUDGET AND APPROPRIATIONS OF PALATINE PUBLIC LIBRARY DISTRICT, COOK COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING JULY 1, 2021, AND ENDING JUNE 30, 2022

WHEREAS, the Board of Library Trustees for the Palatine Public Library District, Cook County, Illinois, caused to be prepared in tentative form a Budget and the Secretary of this Board has made the same conveniently available to public inspection for at least thirty (30) days prior to final action thereon; and

WHEREAS, a public hearing was held as to such Budget on the 21st day of December 2021, and notice of said hearing was given at least thirty (30) days prior thereto as required by law, and all other legal requirements have been complied with.

NOW, THEREFORE, be it ordained by the Board of Library Trustees of the Palatine Public Library District, Cook County, Illinois, as follows:

Section 1: That the fiscal year of this Public Library District is hereby fixed to begin on July 1, 2021, and end on June 30, 2022.

Section 2: That the following Budget containing an estimate of the amount available and the expenditures and appropriations contained therein be and the same is hereby adopted as the Budget and Appropriations for this Public Library District for this fiscal year; and the sum of \$25,622,598.82, or as much thereof as may be authorized by law, is hereby appropriated for the purpose of the Palatine Public Library District, as hereinafter specified for said fiscal year.

2

<u>PART I</u>

Estimated Revenue Available

| | TOTAL ESTIMATED AMOUNT AVAILABLE | <u>\$22,214,829.56</u> |
|---------|---|------------------------|
| Item 2: | Receipts during current fiscal year from library district levy of 2020 and prior years, and receipts from other sources such as fines, rentals, donations and personal property replacement taxes | \$9,742,940.56 |
| Item 1: | Balance on hand as of July 1, 2021 | \$12,471,889.00 |

<u>PART II</u>

Estimated Expenditures - Operating Fund

| ACCOUNT | AMOUNT BUDGETED | AMOUNT APPROPRIATED |
|---|--|--|
| Print Materials | 323,450.00 | 404,312.50 |
| Databases | 213,448.06 | 266,810.08 |
| Nonprint Materials | 185,148.00 | 231,435.00 |
| Electronic Materials | 214,148.86 | 267,686.08 |
| Total Materials | 936,194.92 | 1,170,243.66 |
| Furniture Computers/Technology Total Capital Expenditures | 80,000.00 208,900.00 288,900.00 | 120,000.00 417,800.00 537,800.00 |
| Gross Salaries Health & Life Insurance Misc. Fringe Benefits Total Capital Expenditures | 3,677,634.26 282,900.00 12,591.00 3,973,125.26 | 4,597,042.83 424,350.00 18,886.50 5,040,279.33 |
| Gas Electricity Water Total Utilities | 25,000.00 160,000.00 8,000.00 193,000.00 | 37,500.00 240,000.00 14,000.00 291,500.00 |

| Copier Costs | 23,827.68 | 29,784.60 |
|--|---|--|
| Technology Support | 77,510.00 | 116,265.00 |
| Postage Machine Lease | 1,841.00 | 2,301.25 |
| LAN Management | 69,840.00 | 87,300.00 |
| Integrated Library Systems | 86,621.28 | 108,276.60 |
| Internet Service | 23,844.00 | 35,766.00 |
| Bibliographic Support | 700.00 | 875.00 |
| Book Recovery Service | 4,500.00 | 6,750.00 |
| Accounting/Payroll | 12,500.00 | 18,750.00 |
| Leases (Office Park) | 1,318.96 | 1,648.70 |
| Consultants | 71,300.00 | 142,600.00 |
| Leases (Branches) | 37,080.00 | 55,620.00 |
| Telephone Lease | 24,586.68 | 36,880.02 |
| Total Contracts | 435,469.60 | 642,817.17 |
| Human Resources Supplies | 1,000.00 | 1,500.00 |
| Art & Printing Supplies | 11,000.00 | 16,500.00 |
| Copier & Printer Supplies | 13,000.00 | 16,250.00 |
| Library Services Supplies | 57,186.00 | 85,779.00 |
| Program Supplies | 48,000.00 | 72,000.00 |
| Total Supplies | 130,186.00 | 192,029.00 |
| Interlibrary Loan/Recip Borrowing Telephone Postage Cultural/Educational Programs Inservice & Training Memberships Community Information Legal Want Ads/Legal Notices Gifts/Donations POC Shared Administrative Costs Sales Tax Total Operating - Other | 8,200.00 3,270.00 6,800.00 42,300.00 40,242.00 11,416.50 14,000.00 6,350.00 1,200.00 10,000.00 10,000.00 150.00 153,928.50 | 10.250.00 6,540.00 17,000.00 63,450.00 60,363.00 17,124.75 21,000.00 25,400.00 20,000.00 15,000.00 225.00 258,752.75 |
| Newsletter/Communication | 63,500.00 | 79,375.00 |

| Volunteer Programs | 2,800.00 | 3,500.00 |
|--------------------------|--------------|--------------|
| Total Auxiliary | 66,300.00 | 82,875.00 |
| TOTAL OPERATING EXPENSES | 6,177,104.28 | 8,216,296.91 |

<u>PART III</u>

Estimated Expenditures - Audit Fund

| ACCOUNT | AMOUNT BUDGETED | AMOUNT APPROPRIATED |
|---------------------|--------------------|------------------------|
| Audit Fund Expenses | 5,575.00 | 6,968.75 |

PART IV

Estimated Expenditures - Building and Maintenance Fund

| ACCOUNT | AMOUNT BUDGETED | AMOUNT APPROPRIATED |
|---------------------------------|--------------------|------------------------|
| Cleaning Service | 100,000.00 | 125,000.00 |
| Equipment Repair | 500.00 | 625.00 |
| Trash | 4,200.00 | 5,250.00 |
| Landscaping & Lawn Service | 36,000.00 | 54,000.00 |
| Fire and Security | 12,000.00 | 15,000.00 |
| Elevator | 10,000.00 | 30,000.00 |
| Building Maintenance | 26,500.00 | 39,750.00 |
| Snow Removal | 12,000.00 | 21,000.00 |
| HVAC | 55,000.00 | 110,000.00 |
| Parking Areas | 20,000.00 | 30,000.00 |
| Van Maintenance | 500.00 | 1,500.00 |
| Roof Maintenance | 7,000.00 | 14,000.00 |
| Van Fuel | 1,300.00 | 1,950.00 |
| Maintenance Supplies | 35,000.00 | 43,750.00 |
| Building & Maintenance Expenses | 320,000.00 | 491,825.00 |

<u>PART V</u>

Estimated Expenditures - Illinois Municipal Retirement Fund

| ACCOUNT | AMOUNT BUDGETED | AMOUNT APPROPRIATED |
|-------------------|--------------------|------------------------|
| IMRF Fund Expense | 416,674.93 | 520,843.66 |

PART VI

Estimated Expenditures - Social Security Fund

| ACCOUNT | AMOUNT BUDGETED | AMOUNT APPROPRIATED |
|--------------------------|--------------------|------------------------|
| Social Security Expenses | 281,339.02 | 351,673.78 |

PART VII

<u>Estimated Expenditures – Tort Immunity Fund</u> (Including Workers' Compensation & Public Officials' Insurance)

| ACCOUNT | AMOUNT BUDGETED | AMOUNT APPROPRIATED |
|------------------------|--------------------|------------------------|
| Tort Immunity Expenses | 108,503.00 | 162,754.50 |

PART VIII

Estimated Expenditures - Unemployment Compensation

| ACCOUNT | AMOUNT BUDGETED | AMOUNT APPROPRIATED |
|-------------------------------|--------------------|------------------------|
| Unemployment Fund Expenses | 500.00 | 5,500.00 |

PART IX

Estimated Expenditures – Special Reserve Fund

| ACCOUNT | AMOUNT BUDGETED | AMOUNT APPROPRIATED |
|--------------------------|--------------------|------------------------|
| Special Reserve Expenses | 298,256.00 | 596,512.00 |

<u>PART X</u>

Estimated Expenditures – Bond Fund

| ACCOUNT | AMOUNT BUDGETED | AMOUNT APPROPRIATED |
|--------------------|--------------------|------------------------|
| Bond Fund Expenses | 561,550.00 | 701,937.50 |

<u>PART XI</u>

Estimated Expenditures – Capital Projects Fund

| ACCOUNT | AMOUNT BUDGETED | AMOUNT APPROPRIATED |
|---------------------------|--------------------|------------------------|
| Capital Projects Expenses | 7,332,784.86 | 14,568,286.72 |

SUMMARY TOTAL APPROPRIATIONS

| OPERATING | 8,216,296.91 |
|--------------------------|-----------------|
| AUDIT | 6,968.75 |
| BUILDING AND MAINTENANCE | 491,825.00 |
| IMRF | 520,843.66 |
| SOCIAL SECURITY | 351,673.78 |
| TORT IMMUNITY | 162,754.50 |
| UNEMPLOYMENT | 5,500.00 |
| SPECIAL RESERVE | 596,512.00 |
| BOND FUND | 701,937.50 |
| CAPITAL PROJECTS | 14,568,286.72 |
| TOTAL ALL FUNDS | \$25,622,598.82 |

Section 3: That all unexpended balances of any item or items of any general appropriation in this Ordinance be expended in making up any insufficiency in any other item or items in the same general appropriation and for the same general purpose of any like appropriation made by this Ordinance.

Section 4: That the invalidity of any item or section of this Ordinance shall not affect the validity of the whole or part thereof.

Section 5: That all ordinances or parts of ordinances conflicting with any provision of this Ordinance be and the same are hereby repealed.

Section 6: That the Board of Library Trustees of the Palatine Public Library District has established a Special Reserve Fund to be accumulated from the unexpended balance from the proceeds received from the library taxes levied for the year 1989 and subsequent years, said fund to be accumulated and set aside as a Special Reserve Fund for the purchase of sites and construction and equipment of buildings for library purposes in accordance with Chapter 75, Act 16/40-50 of the Illinois Compiled Statutes as amended, and that said Board of Library Trustees has adopted a plan or plans pursuant to the provisions of Article 40 of the Public Library District Act of 1991.

Section 7: That this Ordinance shall be in full force and effect from and after passage and publication as provided by law.

8

ADOPTED this day 21st day of December, 2021, pursuant to a roll call vote as follows:

| AYES: | |
|----------|--|
| NAYS: | |
| ABSENT: | |
| ABSTAIN: | |
| | Hal Snyder President, Board of Library Trustees |
| ATTEST: | Tresident, Board of Library Trustees |

Jeffrey Westhoff Secretary, Board of Library Trustees

AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF PALATINE AND PALATINE PUBLIC LIBRARY DISTRICT REGARDING THE DOWNTOWN TAX INCREMENT FINANCING DISTRICT

This Intergovernmental Agreement (the "Agreement") is by and between the Village of Palatine, an Illinois home rule municipality (the "Village") and the Palatine Public Library District ("Library") concerning the Village's Downtown Tax Increment Financing ("TIF") District.The Village and Library are individually referred to in this Agreement as a "Party" and collectively referred to as the "Parties."

<u>RECITALS</u>

WHEREAS, on or about December of 1999 the Village established the Downtown TIF District in accordance with the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. (the "TIF Act"), encompassing an area depicted on Exhibit A attached hereto; and

WHEREAS, during the life of the Downtown TIF District the equalized assessed value ("EAV") within the Downtown TIF District has increased from approximately \$23.5 million at inception to over \$99.0 million for the most recently available assessment year; and

WHEREAS, the TIF Act allows a municipality to operate a TIF district for a period of 23 years with the Downtown TIF District scheduled to reach the end of its statutory life during 2022; and

WHEREAS, during the life of the Downtown TIF District the Village has pursued, and desires to further pursue, private and public investment, development, and redevelopment of properties and infrastructure within the in boundaries of the Downtown TIF District; and

WHEREAS, the Village, to continue such additional investment, development, and redevelopment, seeks to extend the term of the Downtown TIF District for a period of twelve (12)

years (the "TIF Extension Period"); and

WHEREAS, the Village has approached the Library seeking their written approval in order for the Village to petition the Illinois General Assembly to secure an extension of the Downtown TIF District from a term of 23 years extended to 35 years; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government and library districts to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government or library district may be exercised and enjoyed jointly with any other units of local government or library districts; and

WHEREAS, Section 4(b) of the TIF Act, 65 ILCS 5/11-74.4-4(b), authorizes municipalities to enter into contracts with overlapping taxing bodies necessary or incidental to implementing or maintaining a tax increment financing redevelopment plan and/or project; and

WHEREAS, the Parties desire to enter into an agreement in order to facilitate the TIF Extension Period and the ongoing investment, development, and redevelopment within the Downtown TIF District pursuant to the terms of this Agreement; and

WHEREAS, the Parties have determined that it is in their respective best interests, and the best interests of their constituents, to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. **RECITALS.** The recitals set forth above are hereby incorporated herein by

reference as though fully set forth herein.

2. **DEFINITIONS.** The following words and phrases in this Agreement have the following meanings, whether the words and phrases are used in the singular or plural:

A. "Incremental Property Taxes" means that portion of the *ad valorem* real estate taxes arising from the taxes levied upon the property in question, which taxes are actually collected and paid to the Village, and which are attributable to the increase in the EAV of the property in question over and above the EAV of the property in question at the time of the formation of the Downtown TIF District, all as determined by the Cook County Clerk, pursuant to and in accordance with the TIF Act.

B. "Shall" means a Party is required to comply with the obligation or covenant to which the word "shall" relates.

3. VILLAGE OBLIGATIONS. Provided the Village is able to secure an extension of the Downtown TIF District thereby establishing the TIF Extension Period, the Village shall:

A. Retain one hundred percent (100%) of the Incremental Property Taxes during the first and second years of the TIF Extension Period in order to pay for ongoing investment, development, and redevelopment activities within the Downtown TIF District.

B. Declare as surplus ("Surplus") one hundred percent (100%) of the Incremental Property Taxes during years three (3) through twelve (12) of the TIF Extension Period which declaration of Surplus shallbe made under Section 7 of the TIF Act, 65 ILCS 5/11-74.4-7, and the Village shall pay the Surplus to the Cook County Collector. After payment of the Surplus to the Cook County Collector, the Parties anticipate that, pursuant to Section 7 of the TIF Act, the Cook County Collector will distribute the Surplus as set forth in the TIF Act.

C. Should the Village not perform in accordance with Section 3 (B), above, the

Library shall have the right to seek judicial enforcement of this Agreement. The Village shall be obligated to pay the Library's reasonable attorney's fees incurred in any such enforcement action, should the Library prevail. In addition, the Village agrees to pay an additional five percent (5%) on any monetary judgement entered as a result of an action to enforce paragraph 3 (B) above.

4. **LIBRARY OBLIGATIONS.** During the TIF Extension Period, provided that the Village is satisfying its obligations as set forth in this Agreement, the Library shall not file litigation to challenge, or otherwisecontest or dispute, the validity or enforceability of ordinances adopted by the Village in furtherance of the establishment of the Downtown TIF District, the TIF Extension Period, or the Village's actions related to the Downtown TIF District.

5. CONSENT, APPROVAL AND WAIVER. A Party may consent to different terms than set forth in this Agreement, approve any matter which this Agreement allows a Party to approve of, or waive any of its rights under this Agreement. A Party's consent, approval or waiver shall be made in writing, be signed by the chief administrative officer of the Party, or his or her designee, and sent to the other Party.

6. SUCCESSORS. This Agreement shall be binding upon the Parties and their successors (including, without limitation, successor corporate authorities of the Village and successor members of Library).

7. INTEGRATION. This Agreement represents the entire agreement between the Village and the Library regarding the subject matters hereof. No amendment, waiver or modification of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by all of the Parties as required by law. No express or implied covenants or representations have been made concerning the subject matter of this Agreement unless expressly stated herein. Any prior written or oral negotiations not contained in this Agreement are of no force or effect whatsoever. In signing this Agreement, the Parties have not and do not rely on any statements, inducements, promises, or representations made by any other Party hereto or the agents, representatives, or attorneys or any Party with regard to the subject matter, basis, or effect of this Agreement, except those specifically set forth in this Agreement.

8. SEVERABILITY AND NO WAIVER. If any section, subsection, sentence, clause, or phrase of this Agreement is for any reason held to be invalid, such decision ordecisions shall not affect the validity of the remaining portions of this Agreement. The failure of any Party to enforce any provision in this Agreement shall not be construed as a waiver of any such provision or prevent such Party thereafter from enforcing such provision or any other provision of this Agreement.

9. EFFECTIVE DATE. This Agreement shall be effective after approval by the Mayor and Village Council of the Village and the Board of Trustees of the Palatine Public Library District, and on the date the last of the Parties executes this Agreement ("Effective Date"). Provided however, this Agreement shall be of no effect and null and void in the event that the General Assembly fails to approve said TIF Extension.

10. TERM. This Agreement shall remain in effect until the dissolution of the Downtown TIF District or until such other time as the Parties may mutually agree in writing.

11. COUNTERPARTS. This Agreement may be executed by the Parties in multiple counterparts which, when taken together, shall be deemed on and the same instrument.

DEFENSE BY VILLAGE. In the event the Agreement, or any provision thereof, is challenged by a party other than the Library, and if the Library is named as a party to any litigation, the Village shall provide for the Library's defense in such proceeding including attorney's fees, with counsel to be selected by the Village, in consultation with the Library. This provision shall survive the termination of the downtown TIF District and this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their authorized officials.

VILLAGE OF PALATINE, Cook County, IL

PALATINE PUBLIC LIBRARY DISTRICT, Cook County, IL

| | By: |
|---------------------|---------------------------|
| By: | President |
| Mayor | |
| Attest: | Attest: Secretary |
| Clerk | Date: |
| Date: | Date |
| | Notice Address: |
| Notice Address: | Executive Director |
| Village Manager | Palatine Library District |
| Village of Palatine | 700 North Court |
| 200 E. Wood St. | Palatine, IL 60067 |
| Palatine, IL 60067 | |

EXHIBIT A

[attach map depicting Downtown TIF District area]