

**NOTICE OF REGULAR MEETING OF THE  
ECONOMIC DEVELOPMENT AND MARKETING COMMITTEE**

Notice is hereby given that a regular meeting of the Economic Development and Marketing Committee of the Village of Tinley Park, Cook and Will Counties, Illinois, will begin at 6:30 p.m. on Tuesday, May 22, 2018, in the Council Chambers at the Village Hall of Tinley Park, 16250 S. Oak Park Avenue, Tinley Park, Illinois.

The agenda is as follows:

1. OPEN THE MEETING.
2. CONSIDER THE APPROVAL OF THE MINUTES OF THE REGULAR ECONOMIC DEVELOPMENT AND MARKETING COMMITTEE MEETING HELD ON APRIL 24, 2018.
3. DISCUSS SOUTH SUBURBAN LAND BANK DEVELOPMENT AUTHORITY – RUSS RYDIN.
4. DISCUSS TWO MEN AND A TRUCK 6b RECLASSIFICATION REQUEST.
5. DISCUSS AIRY’S 6b SUSTAINABLE EMERGENCY RELIEF RECLASSIFICATION REQUEST.
6. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

KRISTIN A. THIRION  
VILLAGE CLERK

**MINUTES**  
**Economic Development and Marketing Committee**  
**April 24, 2018 - 6:30 p.m.**  
**Village Hall of Tinley Park – Council Chambers**  
**16250 S. Oak Park Avenue**  
**Tinley Park, IL 60477**

Members Present: C. Berg, Chairman  
M. Pannitto, Village Trustee

Members Absent: M. Mangin, Village Trustee

Other Board Members Present: None

Staff Present: P. Carr, Assistant, Village Manager  
P. Connelly, Village Attorney  
P. Wallrich, Interim Community Development Director  
P. Hoban, Economic Development Manager  
D. Framke, Marketing Director  
V. Sanchez, Special Events Coordinator  
L. Valley, Executive Assistant to the Manager and Trustees  
L. Godette, Deputy Village Clerk  
L. Carollo, Commission/Committee Secretary

**Item #1** - The Economic Development and Marketing Committee Meeting was called to order at 6:30 p.m.

**Item #2 – CONSIDER APPROVAL OF THE MINUTES OF THE REGULAR ECONOMIC DEVELOPMENT AND MARKETING COMMITTEE MEETING HELD ON FEBRUARY 27, 2018** – Motion was made by Trustee Pannitto, seconded by Chairman Berg, to approve the minutes of the Regular Economic Development and Marketing Committee Meeting held on February 27, 2018. Vote by voice call. Chairman Berg declared the motion carried.

**Item #3 – DISCUSS THE OAK PARK AVENUE PLAYBOOK GRANT PROGRAM** - In June 2017, Mayor Vandenberg met with staff to discuss creation of economic development strategies to assist Tinley Park downtown businesses and address vacancies along Oak Park Avenue. Since that time, staff has been working with the Economic and Commercial Commission and the Economic Development and Marketing Committee to develop specific programs to meet the Mayor's goals. Staff focused efforts on five (5) specific grant programs referred to as the Oak Park Playbook Grants. The approved budget provided a total funding level of \$350,000 for the Oak Park Playbook Grants.

The five (5) grant programs and funding are described below:

- Façade Grant - Provides funding to assist owners of existing buildings or businesses within them to upgrade their building facades. The goal is to improve the appearance of existing buildings consistent with the Village's Architectural Guidelines. A total of \$70,000 for matching Façade Improvement Grants, up to \$35,000 each.
- Code Compliance Grant - Provides funding to enhance the pedestrian experience and aesthetic quality of the downtown Legacy Districts. The goal is to provide an incentive for property owners to conform to the Village Building and Fire Code. A total of \$140,000 for matching Code Compliance Grants, up to \$35,000 each.

- Retail Grant - Provides funding to assist owners of existing buildings with retail businesses to upgrade their buildings. The goal is to assist with startup of small independent retailers with expenses generally associated with a move into a new commercial space. A total of \$70,000 for matching Retail Grants, up to \$35,000 each. If the tenant should close the business before three (3) years, the business will repay: 100% grant funds before one (1) year has passed from commitment date; 75% of grant funds after one (1) year has passed from commitment date, but before two (2) years; 50% of grant funds after two (2) years has passed from commitment date, but before three (3) years.
- Sign Grant - Provides funding to enhance the pedestrian experience and aesthetic quality of the downtown Legacy Districts. The goal is to introduce creative and attractive signs to complement downtown, consistent with the Village's Sign Design Guidelines and remove nonconforming signs. A total of \$55,000 for matching Sign Grants, up to \$5,000 each.
- Landscape Grant - Provides funding to assist owners of existing buildings or businesses within them by upgrading their landscaping. The goal is to assist property owners improve aesthetics of downtown Tinley Park. A total of \$15,000 for matching Landscape Grants, up to \$5,000 each.

A major revision was made to the initial program proposal of delineation of the boundary, which was reduced from the entire Legacy District area to be limited to the Downtown Core and Downtown Flex Legacy Districts due to the limitation of commercial uses outside of these zones. Additionally, a revision includes a "claw back" on the Retail Grant, which will require a business to repay back a portion of the grant if the business closes within three (3) years of receiving grant money.

**Item #4 – DISCUSS DESIGN GUIDELINES - FAÇADE PROGRAM - SIGN GUIDELINES** - The adoption of the Oak Park Playbook Grant Programs provides the opportunity for existing and new structures in the Legacy District to preserve and enhance aesthetics unique to downtown Tinley Park as well as to enhance the pedestrian experience.

There is historic relevance of many existing structures with a focus on preservation as well as a design quality established with new construction, creating a design standard for future development. Village staff will work with applicants and their designers to create high-quality and aesthetic improvements to existing structures and new construction. The following architectural guidelines are inherently flexible, with the hope they will influence designers in an appropriate manner to achieve architectural success, which include articulated cornices, upper level band of windows, base cornice and signage area, awning placement, storefront windows and kick panel.

The sign design guidelines will assist property owners, business owners, Village staff and the Plan Commission in planning, designing and reviewing requests for proposed signage by addressing placement, general sign composition, design, materials, color, content, lighting and legibility. The sign design guidelines are to be used in conjunction with the regulations outlined in the Village Sign Ordinance and related sections of the Legacy Code. The variety of sign types that are most appropriate for the unique character of downtown Tinley Park include: Projecting signs, wall signs (including flat signs and individually mounted letters), awning/canopy signs (including under-awning signs), window signs, free-standing hanging signs and free-standing monument signs.

**Item #5 – DISCUSS AMENDING MAIN STREET COMMISSION AND ECONOMIC COMMERCIAL COMMISSION ORDINANCES** - In the Special Meeting of the Economic Development and Marketing Committee Meeting held on November 28, 2017, consideration for combining the Economic Commercial Commission (ECC) and Main Street Commission (MSC) was discussed as Chairman Berg felt a redundancy between the two commissions. The ECC and MSC are both business-related commissions. The ECC has a community-wide focus supporting the business

environment in Tinley Park, which includes the identification of programs supporting employment and the review and recommendation of business incentive programs. The MSC focuses entirely on Downtown Tinley and the commission reviews and makes recommendations on prospective developments in Downtown Tinley Park. As a result of a meeting with Chairman Berg, staff recommended the two (2) commissions merge into a new eleven (11) member and four (4) associate member Economic and Commercial Commission, which will make recommendations on all business-focused initiatives within Tinley Park.

Motion was made by Trustee Pannitto, seconded by Chairman Berg, to recommend the Village attorney draft an ordinance to combine the Main Street Commission (MSC) and Economic and Commercial Commission (ECC) for future Village Board approval. Vote by voice. Chairman Berg declared the motion carried.

**Item #6 – DISCUSS SPECIAL EVENT PERMITTING PROCESS** - The Village issues a free Special Event permit to any event organizer hosting an event requiring Village services and/or an event held on public property in Tinley Park. The benefits of the Special Event permit include efficiency for organizations to share details of their event to all supporting Village departments as well as a means for organizations to request assistance from the Village in the form of security, traffic control, Public Works assistance, or use of public property.

To provide additional structure to the permit, an amendment was made to the municipal code in 2014, codifying this permit process and related fees. This amendment gave the President and Board of Trustees the ability to waive fees for any Village-sponsored community event or any special event held by a nonprofit organization providing direct services to the Village.

V. Sanchez, Special Events Coordinator discussed some changes to the 2014 amendment, which include security and traffic control, food safety, restroom facilities, other permits that may be needed and an emergency plan in place, if needed. D. Framke, Marketing Director stated the Special Event permit process was brought forward to the Committee for anyone not aware of a Special Event permit application process in place at the Village. The Economic Development and Marketing Committee were provided a copy of the 2014 amendment for Special Events as well as a copy of the Special Events Permit Application.

**Item #7 – DISCUSS BONDING TRANSFER TO WILL KANKAKEE REGIONAL DEVELOPMENT AUTHORITY** - The State of Illinois annually allocates \$105 for bonding allocation per population (total \$5.9 million). P. Hoban, Economic Development Manager suggested the Village could reallocate the bond to the Will Kankakee Regional Development Authority (WKRDA), which can issue double exempt bonds and if there is a project within the Village, WKRDA can issue the bond for the project. If the Village does not reallocate the bond, the bond would go back to the State of Illinois. Staff recommended a bonding transfer to Will Kankakee Regional Development Authority. Chairman Berg asked the Economic Development and Marketing Committee if there were any questions. No one came forward.

Motion was made by Trustee Pannitto, seconded by Chairman Berg, to recommend bonding transfer to Will Kankakee Regional Development Authority be brought forward for future Village Board approval. Vote by voice. Chairman Berg declared the motion carried.

**Item #8 – RECEIVE COMMENTS FROM THE PUBLIC** - No comments from the public.

**ADJOURNMENT**

Motion was made by Trustee Pannitto, seconded by Chairman Berg, to adjourn this meeting of the Economic Development and Marketing Committee. Vote by voice call. Chairman Berg declared the motion carried and adjourned the meeting at 6:56 p.m.

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## Interoffice Memo

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**Date:** May 22, 2018

**To:** Economic Development and Marketing Committee

**Cc:** David Niemeyer, Village Manager  
Paula Wallrich, Community Development Director

**From:** Patrick Hoban, Economic Development Manager

**Subject:** South Suburban Land Bank

**Background:**

The South Suburban Land Bank and Development Authority (SSLBDA) was formed in 2012 with an Intergovernmental Agreement passed by the Village of Park Forest, City of Oak Forest and City of Blue Island. Land banks exist as a regional economic development tool for municipalities with limited manpower and financial resources to legally hold, manage and develop tax or bank foreclosed properties and put them back into productive use. The land bank was made possible by a HUD Sustainable Communities Grant awarded to the South Suburban Mayors and Managers Association (SSMMA) in 2011. SSMMA helped establish and provide technical assistance for the SSLBDA.

The SSLBDA facilitates the redevelopment of acquired properties through strategic partnerships with developers, community organizations, lenders, and local governments to improve quality of life, stabilize the tax base, and enhance economic activities that promote sustainable, healthy, and stable communities in a manner consistent with local government plans and priorities.

**Benefits of joining the SSLBDA:**

- SSLBDA can acquire, hold, redevelop, renovate, assemble, rent and sell properties;
- Quick acquisition and disposition process – more efficient than municipality process;
- No fees or cost to join; no financial liability to the City;
- Can clear back taxes in limited circumstances;
- Over \$2,000,000 available for acquisition, maintenance, renovations and disposition;
- Able to acquire residential and commercial properties;
- Can work in Cook and Will Counties; and
- Can assist with brownfield cleanup.

An existing property interested in working with the SSLBDA is the Tinley Center located at 17700 Oak Park Avenue. Many of the business condos in the Center have been abandoned. The SSLBDA could take over the liens on the properties, bring them up to code and find new tenants.

**Strategic Plan Check List:**

Joining SSLBDA could address the following areas of the Village or Tinley Park's strategic plan.

- Short Term Complex Tier 1: *Continue and advance Downtown development.*
- Short Term Complex Tier 2: *Develop a long-term plan for North Street improvements.*
- Long Term Complex Tier 1: *See ongoing downtown development and reinvestment continue.*

**Benefits:**

An SSLBDA membership will give the Village another economic development tool to address Tinley Park vacancies.

**Staff Recommendation:**

This was not reviewed by the Village's Economic and Commercial Commission because of the cancellation of their May 14th meeting. In lieu of waiting an additional month for the next ECC meeting Staff is recommending joining the SSLBDA by approving the Intergovernmental Agreement and appointing staff to the SSLBDA Board at the June 5th Village Board so as to not hold up the development process.

**Acquired and Under Contract Properties/Projects (as of 1/15/18)****Single Family Homes and Condos (available)**

- 13353 Greenwood, Blue Island (single family home)
- 1215 Sunnyside, Chicago Heights (single family home)
- 516 W 15th Pl, Chicago Heights (single family home) -under contract to sell
- 1504 Wentworth, Chicago Heights (two unit) - demo
- 531 W 16<sup>th</sup> Pl, Chicago Heights (single family home)
- 71 W 14<sup>th</sup> Pl, Chicago Heights (single family home)
- 41 W 15<sup>th</sup> St, Chicago Heights (2 flat)
- 14732 Clark, Dolton (single family home)
- 16785 Head, Hazel Crest (single family home)
- 17056 Greenbay Ave, Lansing (single family home)
- 17323 Park, Lansing (single family home)
- 3324 Washington, Lansing (single family home) - under contract to sell
- 2344 183rd Pl, Lansing (single family home) - demo
- 17715 Paxton, Lansing (single family home) - demo
- 19042 Wentworth, Lansing (single family home)
- 16805 Cicero Oak Forest (single family home and coach house)
- 5446 S 73rd Ave, Summit (single family home) - demo

**Vacant Residential Lots (available)**

- 21 N Hickory, Joliet (vacant residential lot BRP)
- 105 Iowa, Joliet (vacant residential lot BRP)
- 616 Bush, Joliet (vacant residential lot BRP)
- 518 Bennett, Joliet (vacant residential lot BRP)
- 819 Virginia, Joliet (vacant residential lot BRP)
- 616 Bush, Joliet (vacant residential lot BRP)
- 324 Des Plaines, Joliet (vacant residential lot BRP)
- 714 Des Plaines, Joliet (vacant residential lot BRP)
- 118 Akin, Joliet (vacant residential lot BRP)
- 24 Wilson, Joliet (vacant residential lot BRP)
- 331 S Joliet, Joliet (vacant residential lot BRP)
- 207 Clinton, Joliet (vacant residential lot BRP)
- 232 Allegheny, Park Forest (vacant residential lot BRP)
- 266 Allegheny, Park Forest (vacant residential lot BRP)
- 248 Arrowhead, Park Forest (vacant residential lot BRP)
- 257 Arrowhead, Park Forest (vacant residential lot BRP)
- 130 Warwick, Park Forest (vacant lot residential lot)
- 1604 216<sup>th</sup> Pl, Sauk Village (vacant residential lot)
- Las Fuentes, Richton Park (70+ single family lots)
- 3244 Sangamon, Steger (vacant residential lot – single family home demolished)
- 615 E 147<sup>th</sup> Pl, Dolton (vacant residential lot across from school)
- 2451 Vermont, Blue Island (single family home demo) - transferring to City of Blue island
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**Multi-family & Mixed Use (available)**

- 15130 Lincoln Dolton (mixed use former florist shop, greenhouse and home on approx 1 acre)

**Commercial (available)**

- 15644 S. Cicero, Oak Forest (vacant commercial building for future redevelopment)
- Fays Point Marina (8 acres & 80+ slips)
- 22353 Governors Highway, Richton Park (TOD redevelopment site & adjacent 5+ acres)
- 381 Blackhawk, Park Forest (commercial – redevelopment)
- Olympia corners Shopping Center, Olympia Fields (retail shopping center) - under contract to sell to developer
- 16800 Kilpatrick, Oak Forest (6 acres + former school, barn, home - redevelopment)
- Kedzie, Olympia Fields (3 acres - vacant TOD residential/mixed use site)

**Vacant Land (available)**

- 14700 S Harvard, Dolton (13 acres vacant redevelopment property – multiple parcels)
- Fays Point Marina Land (8 acres)
- 15209 Halsted, Phoenix (vacant lot)
- Oak Forest Gateway lots (3 vacant TOD lots)
- 1321 Sibley, Dolton (vacant commercial - from subdivision of 1323 Sibley)

### **Sold Properties (as of 1/15/18):**

#### Single Family Homes and Condos (sold)

- 2336 Union #1, Blue Island (condo) – sold & construction completed by buyer
- 2042 Grove, Blue Island (single family home) - sold to owner occupant
- 14347 Woodlawn, Dolton (single family home) – deed program - under construction
- 314 Wayne, Park Forest (single family home) – sold to owner occupant
- 3642 Morgan, Steger (single family home) – sold & construction completed by buyer
- 22417 Chappel, Sauk Village (single family home) – sold to owner occupant
- 703 Chicago Road, Chicago Heights (single family home) - sold to Hispanic Housing
- 15804 Terrace, Oak Forest (condo) - sold to owner occupant
- 14431 Irving, Dolton (single family home) - sold to owner occupant
- 14500 Lawndale, Midlothian (single family home) - sold to owner occupant
- 14730 Kilpatrick, Midlothian (condo) - sold to owner occupant
- 335 Illinois, Park Forest (single family home) - sold to owner occupant
- 21955 Millard, Richton Park (single family home) - owner occupant (relative)
- 200 Raye, Chicago Heights (single family home) - sold to owner occupant
- 15106 Meadow Ln, Dolton (single family home) – sold to investor
- 2402 Crescent, Hazel Crest (single family home) – sold to developer for Veterans housing
- 17123 Lorenz, Lansing (single family home) – sold to investor
- 14960 S Pulaski #3, Midlothian (condo) – sold to investor
- 14740 Ketelaar, Midlothian (condo) - sold to owner occupant
- 406 Suwanee, Park Forest (single family home) - sold to owner occupant
- 1095 Richton Pl, Richton Park (townhouse) - sold to owner occupant
- 2414 Apache, Sauk Village (single family home) – sold to investor
- 21408 Peterson, Sauk Village (townhouse) – sold to investor
- 430 E 144<sup>th</sup> St, Dolton (single family home) - owner occupant
- 17507 Butternut, Hazel Crest (single family home) – rehabbed & sold to owner occupant
- 247 Mantua, Park Forest (single family home) – sold to owner occupant
- 14446 Park, Dolton (single family home) – sold to non profit
- 54 Terry Ct, Chicago Heights (single family home) - sold to owner occupant
- 2022 High St, Blue Island (two - unit) - sold to investor
- 14933 Evans, Dolton (single family home) - sold to developer
- 307 Herndon, Park Forest (single family home) - sold to investor
- 1728 Charleston Hazel Crest (single family home) - sold to investor
- 1729 Charleston Hazel Crest (single family home) - sold to investor
- 3730 Cedar Rd, Richton Park (single family home) - sold to investor
- 4525 Saratoga, Richton Park (single family home) - sold to investor
- 3003 224th. Pl., Sauk Village (single family home) - sold to investor
- 39 Sauk Trail, Park Forest (single family home) - sold to investor
- 207 Normandy, Chicago Heights (single family home) - sold to investor
- 1238 Orchard, Chicago Heights (single family home) - sold to investor
- 1227 Sunnyside, Chicago Heights (single family home) - sold to owner occupant
- 356 Minocqua, Park Forest (single family home) - sold to investor
- 15238 Meadow Ln, Dolton (single family home) - sold to investor
- 15830 Terrace Oak Forest (condo) - sold to owner occupant
- 17330 Henry, Lansing (single family home) - sold to investor

- 2346 120th St, Blue Island (single family home)
- 17123 Whittier, Hazel Crest (single family) - sold to CIC
- 17924 Chicago, Lansing (single family home)
- 17313 Greenbay Ave, Lansing (single family home)
- 156 Serena, Chicago Heights (single family home) - sold to owner occupant
- 1300 Wilson, Chicago Heights (single family home) - sold to investor
- 3115 178th St, Lansing (single family home) -
- 19561 Lakeshore Dr #3, Lynwood (condo) - sold to investor
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#### **Commercial and Vacant Land (sold)**

- 15028 Dorchester, Dolton (4 unit apartment building) – sold
- 14753 Greenwood, Dolton (commercial) – transferred to new business buyer
- 16958 Trapet Hazel Crest (vacant residential lot) – sold as side lot to neighbor
- 225 Allegheny, Park Forest (vacant lot – sold to the Village of Park Forest for redevelopment)
- 262 Allegheny, Park Forest (vacant lot – sold to the Village of Park Forest for redevelopment)
- Oak Forest Gateway lot (TOD - sold for a Starbucks/ATI)
- 1323 Sibley, Dolton (vacant commercial lot sold to developer for a new Taco Bell)
- Jovanna vacant industrial land, Hazel Crest
- Cicero Ave Old Ace Hardware, Oak Forest - sold to developer
- 1917 W 170<sup>th</sup>, Hazel Crest (vacant lot - TOD) – sold to Village of Hazel Crest
- 1921 170<sup>th</sup> St, Hazel Crest (commercial TOD) - sold to Village of Hazel Crest
- 146<sup>th</sup> & Harvard, Dolton (single family lot – wooded) – sold to townhome developer
- 146<sup>th</sup> & Harvard, Dolton (single family lot – wooded) – sold to townhome developer
- 146<sup>th</sup> & Harvard, Dolton (single family lot – wooded) – sold to townhome developer
- 146<sup>th</sup> & Harvard, Dolton (single family lot – wooded) – sold to townhome developer
- 1822 170<sup>th</sup> St, Hazel Crest (commercial TOD) - sold to developer for daycare center
- 14933 Evans, Dolton (extra lot) - sold to developer
- 21104 Kildare, Matteson (former motel) - sold to Orthodontist for new office construction
- 14076 Lincoln, Dolton (commercial – redevelopment) – leased to non profit
- 31 W 34<sup>th</sup> St, Steger (4 unit mixed use) - sold to developer for business and training facility
- 2825 W 127th Blue Island (commercial) - sold to new business owner
- 20730 Village Common, Matteson Vacant land - Bought for and transferred to the Village of Matteson
- 3601-3699 W 183rd St, Hazel Crest (30,000 Sq ft occupied office complex)
- 5940 159th St, Oak Forest (church leased - redevelopment) - transferred to Oak Forest
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## **INTERGOVERNMENTAL CONTRACT AND BY-LAWS**

### **AN AGREEMENT TO ESTABLISH THE SOUTH SUBURBAN LAND BANK AND DEVELOPMENT AUTHORITY**

This Intergovernmental Contract and By-Laws Agreement is entered this the \_\_\_\_\_ day of \_\_\_\_\_ 2016 by and among the undersigned (each a “Community” and collectively the “Communities”), for the purpose of creating and establishing an intergovernmental entity to administer and operate a land bank in south suburban Cook and Will Counties (the “Counties”). The land bank will be a separate entity whose purpose will be to administer and carry out the objectives of this Agreement, in accordance with the terms of this Agreement, as written or amended in accordance with its terms. This Agreement is made pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 (the “Constitution”) and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) (the “Act”) and has been authorized by the corporate authorities of each Community.

**WHEREAS**, in recent years a substantial number of properties in the Communities throughout the Counties have become vacant, dilapidated, and non-revenue generating; and

**WHEREAS**, these properties contain numerous violations of health and safety ordinances, contribute to the blight and deterioration of the Communities, and impose a significant economic burden upon the Communities; and

**WHEREAS**, there exists within the Communities the need for (i) the creation of safe, decent housing for existing and future residents, (ii) the return of abandoned properties to productive use including, but not limited to, the payment of tax revenues, (iii) opportunities for the revitalization of deteriorating residential, retail, industrial and commercial neighborhoods, and (iv) available properties for use as public parks, green spaces, water retention and other public purposes; and

**WHEREAS**, the Communities desire to enter into this cooperation agreement to create an intergovernmental entity as an independent land banking authority in order to address most efficiently and effectively these needs within the Communities; and

**WHEREAS**, the Communities may wish to exercise powers through an agreement with a Community or Communities, likely with home rule powers, which will be referred to as a “Host Community;” and

**WHEREAS**, the Communities agree that the establishment of such an authority would be beneficial to the people and government of the Communities;

**NOW, THEREFORE**, the Communities agree to the following terms in accordance with the authority set forth in the Illinois Constitution and laws of the State of Illinois:

## **ARTICLE I** **AUTHORITY**

**Section 1.01. Authority.** This Agreement is entered into pursuant to the authority set forth in Article VII, Section 10 of the Illinois Constitution and the laws of the State of Illinois set forth in 5 ILCS 220/1 *et seq.*, and the authority granted to governments by Constitutional and statutory powers.

## **ARTICLE II** **PURPOSE**

**Section 2.01. Purpose.** Pursuant to and in accordance with this Agreement, the Communities shall jointly form and operate a land banking authority, named South Suburban Land Bank and Development Authority (the “Authority”), to foster the public purpose of combating community deterioration by returning property to productive use in order to provide open space, housing, industry, and employment for citizens of the Communities.

**Section 2.02. Duties.** In carrying out its purpose, the Authority shall, in accordance with applicable laws, codes, policies and procedures approved by the Authority Board and otherwise without limitation, manage and dispose of certain real and personal property and perform other functions, services, and responsibilities as may be assigned to the Authority by its Communities.

## **ARTICLE III** **CREATION OF THE AUTHORITY**

**Section 3.01. Creation and Legal Status of the Authority.** The Communities agree to cause the creation of the Authority as an intergovernmental entity to implement the functions, services, and responsibilities contemplated by this Agreement.

**Section 3.02. Title to Authority Assets.** Except as otherwise provided in this Agreement, the Authority shall have exclusive title to all real property transferred to, purchased by, or otherwise obtained by the Authority. No Community, other than a Host Community, shall have an ownership interest in Authority property.

**Section 3.03. Compliance with Law.** The Authority shall comply with all applicable federal and State laws, rules, regulations, and orders.

**Section 3.04. Relationship of Communities.** The Communities agree that no Community shall be responsible or liable, in whole or in part, for the acts of the Authority, or the employees, agents, and servants of the Authority, or any other Community acting separately or in conjunction with the implementation of this Agreement. The Communities shall only be bound and obligated under this Agreement as expressly agreed to by each Community. No Community may obligate any other Community.

**Section 3.05. No Third-Party Beneficiaries.** Except as otherwise specifically provided, this Agreement does not create in any person or entity other than a Community any direct or indirect benefit, obligation, duty, promise, right to be indemnified, right to be subrogated to any Community's rights under this Agreement, and/or any other right or benefit.

#### **ARTICLE IV** **POWERS OF THE AUTHORITY**

**Section 4.01. Powers of the Authority.** The Communities hereby confer upon the Authority, to the full extent of the constitutional and statutory authority of the Communities, the authority to do all things necessary or convenient to implement the purposes, objectives, and provisions of this Agreement, and take all related actions. Among other powers, the Authority shall exercise, combine, and enjoy the authority of its home rule Communities to:

- (a) Accept conveyances of real and personal property from the Counties, the Communities, any other governmental unit, and from private third parties;
- (b) Hold in its name for the benefit of the Authority, all properties transferred or conveyed to it by the Communities, all tax delinquent properties acquired by it pursuant to this Agreement, and all properties otherwise acquired;
- (c) Extinguish past due tax liens from property foreclosed upon by the Communities in their tax collection capacities, to the extent permitted by law;
- (d) Sue and be sued in its own name, including, defending the actions of the Authority;
- (e) Borrow money and issue notes through the Authority or a Host Community;
- (f) Enter into contracts and other instruments in any capacity, necessary, incidental, or convenient to the performance of the Authority's duties and the exercise of its powers, including, but not limited to, agreements with Communities regarding the disposition of Authority properties located within their respective municipal boundaries;
- (g) Solicit and accept gifts, grants, labor, loans, and other aid from any person or entity, or the federal government, the State of Illinois, or a political subdivision of the State of Illinois, or any agency of the federal government;
- (h) Procure insurance or another method to reduce loss in connection with the property, assets, or activities of the Authority;
- (i) Invest money of the Authority, in instruments, obligations, securities, or property which are permitted investments of a unit of local government or a Host Community;
- (j) Employ legal and technical experts, other officers, agents, or employees, to be paid from the funds of the Authority. The Authority shall determine the qualifications, duties, and compensation of those it employs. The Board of Directors of the Authority

may delegate to one or more Communities, officers, agents, or employees any powers or duties it considers proper;

- (k) Contract for goods and services and engage personnel as necessary, to be paid from the funds of the Authority;
- (l) Study, develop, and prepare any reports or plans the Authority considers necessary to assist it in the exercise of its powers under this Agreement and to monitor and evaluate the progress of the Authority under this Agreement;
- (m) Enter into contracts for the demolition of, the maintenance, management, and improvement of, the collection of rent from, or the sale of real property held by the Authority; and
- (n) Do all other things necessary or convenient to achieve the objectives and purposes of the Authority or other laws that relate to the purposes and responsibilities of the Authority.

**Section 4.02. Limitation on Political Activities.** The Authority shall not spend any public funds on political activities.

**Section 4.03. Non-Discrimination.** The Authority shall comply with all applicable laws prohibiting discrimination. The Authority shall not fail or refuse to hire, recruit, or promote; demote; discharge; or otherwise discriminate against a person with respect to employment, compensation, or a term, condition, or privilege of employment because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The Authority shall not provide services in a manner that discriminates against a person with respect to employment, compensation, or a term, condition, or privilege of employment because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, disability, or genetic information that is unrelated to the person's ability to receive services from the Authority.

## **ARTICLE V**

### **BOARD OF DIRECTORS**

**Section 5.01. Authority Board Composition.** The Authority shall be governed by the Board of Directors (the "Board"), which shall be comprised of three (3) categories of directors:

A. Local Government Directors.

Each Community shall appoint by resolution of its governing body a local representative to serve for a three-year term as a Director of the Authority. The local representative shall be either: (i) the mayor or village president, (ii) a member of the city council or village board, (iii) the city manager or administrator, or (iv) other

city/village staff person. The Executive Director of the South Suburban Mayors and Managers Association (SSMMA) will serve as a Local Government Director on the Authority Board for a period of two years from the effective date of this Agreement. Local Government Directors serve until a successor is appointed.

A Local Government Director may assign his/her voting powers to the Community's mayor/president or city manager/administrator for one or more meetings. The temporary assignment must be in written form, identify the duration of the assignment, contain an original signature of the Local Government Director, and be presented to the Chairperson of the Board of Directors prior to the effective date of the assignment.

- B. Expert Directors. The Local Government Directors shall appoint up to five (5) directors who have experience in fields related to the objectives and functions of the Authority, including real estate development, community development, economic development, finance, urban planning, affordable housing, or other related areas. In no event shall the number of Expert Directors exceed the number of local government directors minus one (1). Expert Directors shall serve for a term of two years and shall serve until a successor is appointed.
- C. Ex Officio Directors. The Board of Directors may from time to time appoint non-voting *Ex Officio* Directors. *Ex Officio* Directors shall serve until replaced by act of the Board of Directors.

**Section 5.02. Removal.** A member of the Authority Board appointed under Section 5.01 may be removed for any reason deemed in the best interests of the Authority by action of the Board of Directors.

**Section 5.03. Vacancies.** Any vacancy among the Board caused by death, resignation, disqualification, or removal shall be filled as soon as practicable. The vacancy shall be filled for the remainder of the unexpired term in the same manner as the original appointment.

**Section 5.04. Election and Duties of Officers.** A Chairperson, Vice-Chairperson, and Secretary/Treasurer (collectively "Officers") shall be elected from the pool of Local Government Directors, by a majority vote of the Board of Directors, to serve two year terms.

- A. Chairperson. The Chairperson shall be the principal executive officer of the Authority and shall preside at all meetings of the Board of Directors. Subject to any policies adopted by the Board of Directors, the Chairperson shall have the right to supervise and direct the management and operation of the Authority and to make all decisions as to policy and otherwise which may arise between meetings of the Board of Directors, and the other officers and employees of the Authority shall be under the Chairperson's supervision and control during such interim. The Chairperson shall give, or cause to be given, notice of all meetings of the Board of Directors. The Chairperson's duties shall include execution of all deeds, leases, and contracts of the Authority authorized by the Board. The Chairperson shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe.



- B. Vice-Chairperson. The Vice-Chairperson, shall, in the absence or disability of the Chairperson, perform the duties and have the authority and exercise the powers of the Chairperson. The Vice Chairperson shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe or as the Chairperson may from time to time delegate.
- C. Secretary/Treasurer. The Secretary/Treasurer shall be responsible for all of the following tasks:
1. The Secretary/Treasurer shall take, keep, and file the minutes of all meetings. The Secretary/Treasurer shall assure that all votes, actions and the minutes of all Board meetings are recorded and shall perform like duties for the Executive and other committees when required.
  2. The Secretary/Treasurer shall be responsible financial oversight of the Authority. The Secretary/Treasurer shall ensure the Authority has the custody of the Authority funds and securities and shall ensure that the Authority keeps full and accurate accounts of receipts and disbursements of the Authority, and shall ensure that all the deposit of monies and other valuables are in the name and to the credit of the Authority into depositories designated by the Board of Directors.
  3. The Secretary/Treasurer shall ensure the disbursement of funds of the Authority as ordered by the Board of Directors, and that financial statements are prepared each month or at such other intervals as the Board of Directors shall direct.
  4. The Secretary/Treasurer shall be under the supervision of the Chairperson. The Secretary/Treasurer shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe or as the Chairperson may from time to time delegate.

**Section 5.05. Meetings.** The Authority Board shall meet at least annually. The place, date, and time of the Authority Board's meetings shall be determined at the discretion of the Authority Board in accordance with all applicable Illinois laws. The Authority Board may meet at any time and at any frequency that is consistent with Illinois law. Meetings may be called by the Chairperson or any two voting members of the Authority Board. To the extent it applies, meetings shall be held in compliance with the Illinois Open Meetings Act, 5 ILCS 120/1 *et seq.* ("Open Meetings Act").

**Section 5.06. Quorum and Voting.** A quorum shall be necessary for the transaction of any business by the Authority Board. A majority of the Authority Board, which shall include a majority of Local Government Directors appointed and serving, shall constitute a quorum for the transaction of business. The Authority Board shall act by a majority vote at a meeting at which a quorum is present provided that such majority includes a majority of Local Government Directors appointed and serving, except as otherwise provided in this Agreement. The Board can permit electronic or remote attendance in accordance with the Open Meetings Act.

**Section 5.07. Records of Meetings.** Minutes shall be transcribed at all meetings, approved by the Authority Board, and maintained by the Authority.

**Section 5.08. Executive Committee.** The Authority Board may choose Directors to serve on an Executive Committee. The Executive Committee shall include the officers of the Authority. In addition, *Ex Officio* Directors may be chosen to serve as non-voting members of the Executive Committee. The Executive Committee shall exercise such powers and responsibilities as are granted it in the motion creating the Committee, and in later amendments to the motion.

**Section 5.09. Other Committees.** The Board of Directors may provide for such other committees consisting in whole or in part of persons who are not directors of the Authority, as it deems necessary or desirable, and discontinue any such committee at its pleasure. To the extent allowed by this Agreement, each such committee shall have such powers and perform such specific duties or functions prescribed to it by the Authority Board.

**Section 5.10. Fiduciary Duty.** The members of the Authority Board have a fiduciary duty to conduct the activities and affairs of the Authority in the Authority's best interests. The members of the Authority Board shall discharge their duties in good faith and with the care an ordinarily prudent individual would exercise under similar circumstances.

**Section 5.11. Compensation.** The members of the Authority Board shall receive no compensation for the performance of their duties. The Authority may reimburse members of the Authority Board for actual and necessary expenses incurred in the discharge of their official duties.

**Section 5.12. Conflict of Interest.** No member of the Authority Board shall vote on any matter in which such Director or any parent, spouse, child, partner, employer, client or similar business or personal relationship or entity has an interest in any property or business that would be affected by such action. Directors shall annually disclose all known conflicts of interest. In the event that a Director abstains from a specific vote due to a conflict of interest, the conflict shall be identified in the Board's meeting minutes.

## **ARTICLE VI**

### **PROVISIONS FOR STAFFING AND RETENTION OF OUTSIDE SERVICES**

**Section 6.01. Employment and Compensation of Staff.** The Authority shall directly employ, through contract or otherwise, any staff deemed necessary to carry out the duties and responsibilities of the Authority. In the event that the Authority employs any individual, by contract or otherwise, the Authority Board shall have the authority to set the terms and conditions of employment, including benefits and compensation. The Authority, its Board and Executive Committee may also retain independent contractors.

## **ARTICLE VII**

### **PROPERTY ACQUISITION, MANAGEMENT, AND DISPOSITION**

**Section 7.01. Acquisition of Property.** Except as otherwise provided in this Agreement, the Authority may exercise the powers of an Illinois intergovernmental entity and the powers of its non-home rule or of its home rule Communities to acquire by gift, devise, transfer, exchange, foreclosure, purchase, or any other means real or personal property or rights or interests in real or personal property on terms and conditions and in a manner the Authority considers proper or necessary to carry out the purposes of this Agreement. Real property acquired by the Authority by purchase may be made by purchase contract, lease purchase agreement, installment sales contract, land contract, donative transfer, grant, or otherwise.

**Section 7.02. Execution of Legal Documents Relating to Property.** All deeds, mortgages, contracts, leases, purchases, or other agreements regarding property of the Authority, including agreements to acquire or dispose of real property, shall be approved by and executed in the name of the Authority or a Host Community in accordance with policies and procedures that are approved by the Authority Board.

**Section 7.03. Holding and Managing Property.** The Authority may exercise the authority of its home rule Communities to hold and own in its own name any property acquired by the Authority or otherwise transferred or conveyed to the Authority by the State, a foreclosing government unit, a local government unit, an intergovernmental entity, or any other public or private person. The Authority may control, hold, manage, maintain, operate, repair, lease, convey, demolish, relocate, rehabilitate, or take all other actions necessary to preserve the value of the property it holds or owns.

**Section 7.04. Transfer of Interests in Property.** The Authority may exercise the authority of its home rule Communities to convey, sell, transfer, exchange, lease, or otherwise dispose of property or rights or interests in property in which the Authority holds a legal interest to any public or private person or entity for any amount of consideration the Authority considers proper and fair.

## **ARTICLE VIII**

### **BORROWING, CHECKS, DEPOSITS AND FUNDS**

**Section 8.01. Bonding and Borrowing.** Any borrowing of money or notes by the Authority shall be approved by the Board of Directors.

**Section 8.02. Checks, Drafts, Notes, Etc.** All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Authority shall be signed by such officer or officers, agent or agents, of the Authority and in such other manner as may from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Secretary/Treasurer and countersigned by the Chairperson or the Vice-Chairperson of the Authority. The Board of Directors shall require all individuals who handle funds of the Authority to qualify for a security bond to be obtained by the Authority, at the expense of the Authority, in an amount not less than \$100,000.00.

**Section 8.03. Deposits.** All funds of the Authority shall be deposited from time to time to the credit of the Authority in such banks, trust companies or other depositories as the Board of Directors may select.

**Section 8.04. Gifts.** The Authority may acquire by gift, bequest, or devise any real or personal property or interests in real or personal property for the general purposes or for any special purpose of the Authority on terms and conditions and in a manner the Board of Directors considers appropriate.

## **ARTICLE IX**

### **BOOKS, RECORDS, AND FINANCES**

**Section 9.01. Authority Records.** The Authority shall keep and maintain at its principal office, all documents and records of the Authority, which shall be available to the Communities upon request. The records shall include, but not be limited to, a copy of this Agreement along with any amendments to the Agreement. The records and documents shall be maintained until the termination of this Agreement and shall be delivered to any successor entity.

**Section 9.02. Annual Reports.** Not less than annually, the Authority shall file with the Communities a report detailing the activities of the Authority, the total income and expenses of the Authority, an inventory of real property held by the Authority, and a list of employees of the Authority. The Authority shall provide any additional information as may be reasonably requested by the Communities.

**Section 9.03. Freedom of Information Act.** To the extent that the Illinois Freedom of Information Act (FOIA), 5 ILCS 140/1 *et seq.*, applies to the Authority, the Secretary shall be the designated FOIA officer for all requests.

**Section 9.04. Establishment of Budget and Annual Contribution.** The Authority Board shall establish the Authority's budget annually and submit this budget to the Communities for each Fiscal Year. The Budget may be amended by action of the Board. The Budget may provide for requested annual contributions, if any, from the Communities, which shall be based on a formula equally applied.

**Section 9.05. Financing.** The Communities may, but shall not be obligated to, grant or loan funds to the Authority for operations of the Authority. The Communities may, but shall not be obligated to, enter into separate agreements with the Authority for the performance of services, functions and responsibilities.

**Section 9.06. Deposits and Investments.** The Authority shall deposit and invest funds of the Authority, not otherwise employed in carrying out the purposes of the Authority, in accordance with an investment policy established by the Authority Board.

**Section 9.07. Disbursements.** Disbursements of funds shall be in accordance with guidelines established by the Authority Board.

**Section 9.08. Financial Statements and Reports.** The Authority shall annually have an audit prepared. Such financial statements shall be prepared in accordance with generally accepted accounting principles and accompanied by a written opinion of an independent certified public accounting firm.

**Section 9.09. Fiscal Year.** The fiscal year of the Authority shall begin on January 1 of each year and end on the following December 31.

## **ARTICLE X**

### **INDEMNITY AND INSURANCE**

**Section 10.01. General.** Notwithstanding any provision in this Agreement to the contrary, individuals who serve as Directors, officers, employees and agents shall have all rights of indemnification and defense provided under law.

**Section 10.02. Third Party Actions.** The Authority shall hold harmless, defend and indemnify any person or Community, including South Suburban Mayors and Managers Association, who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Authority) by reason of the fact that he, she or it is or was a Director, officer, member, employee or agent of the Authority, or who is or was serving at the request of the Authority as a Director, officer, agent of another Authority, partnership, joint venture, trust or other enterprise, against any amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Authority, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Authority, with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his or her conduct was unlawful.

**Section 10.03. Insurance.** The Authority may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Authority, or who is or was serving at the request of the Authority as a Director, officer, employee or agent of another Authority, partnership, joint venture, trust or other enterprise, against any liability asserted against him/her and incurred by him/her in any such capacity, or arising out of his or her status as such.

**Section 10.04. No Waiver of Governmental Immunity.** The Communities agree that no provision of the Agreement is intended, nor shall it be construed, as a waiver by any Community of any governmental immunity provided under any applicable law.

## **ARTICLE XI**

### **COMMENCEMENT ADDITIONAL COMMUNITIES AND WITHDRAWALS**

**Section 11.01. Commencement.** The Authority shall commence its existence as an intergovernmental entity when three (3) or more of the Communities, whose names are set forth on Exhibit "A," attached to and made a part of this Agreement have, by acts of their Corporate Authorities, approved this Intergovernmental Contract and By-Laws document, or the Board of Directors of an intergovernmental entity, with at least three (3) of the Communities set forth on Exhibit "A," have validly amended their prior intergovernmental agreement to adopt as a substitute these provisions. Once in existence, the initial term of the Authority shall be for the remainder of that portion of the fiscal year to come, which shall end December 31<sup>st</sup>.

**Section 11.02. Additional Communities.** The Board of Directors may admit Communities as members of the Authority upon a concurrence of at least two-thirds (2/3) of the Local Government Directors and also at least two-thirds (2/3) of the entire voting members of the Board of Directors in each case appointed and serving. The Community may be admitted to membership under whatever terms and conditions the Board of Directors shall establish, but such new Communities shall be subject to at least the minimum requirements, which apply to all other Communities. By a unanimous vote of the Board of Directors, the power to admit new Communities may be assigned to the Executive Committee under whatever terms and conditions are included within the authorizing motion. Additional "Communities" shall be limited to units local government in the State of Illinois.

**Section 11.03. Withdrawal as a Party.** Any Community to this Agreement shall have the right to withdraw as a party to this Agreement, and thereby terminate its participation in the Authority at the expiration of the first term and thereafter at any subsequent one-year term by giving sixty (60) calendar days advance written notice to all other parties to this Agreement. Upon the effective withdrawal of any Community to this Agreement, the Community so withdrawing will forfeit any and all rights to whatever funds or other assets the Community has contributed to the Authority. To the extent that any withdrawing Community incurs an obligation to the Authority prior to withdrawal, said Community shall remain legally and financially responsible for that obligation after withdrawal.

**Section 11.04. Expulsion of Communities.** By the concurring vote of at least two-thirds (2/3) of the Local Government Directors and also at least two-thirds (2/3) of the entire voting members of the Board of Directors, in each case appointed and serving, any Community may be expelled. Such expulsion may be carried out for one or more of the following reasons: (a) Failure to make payments due to the Authority; (b) Failure to transfer property to the Authority which it had previously agreed in writing to do; (c) Failure to maintain or clear property, prior to transfer to the Authority or at any time for which it had made a written pledge to carry out such activities; (d) Failure to carry out any obligation of a Community which impairs the ability of the Authority to carry out its purpose or powers. No Community may be expelled except after notice from the Chairman of the alleged failure, along with a reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The Community may request a hearing before the Board of Directors before any decision is made as to whether the expulsion shall take place. The Board shall set the date for hearing which shall not be less than fifteen (15) days after the expiration of the time to cure has passed. The decision by the Board to expel a Community after notice and hearing and a failure to cure the alleged defect shall be final in the absence of fraud or a gross abuse of discretion. The Board of Directors shall select the date at which the expulsion of the

Community shall be effective. If the motion to expel the Community, made by the Board of Directors or a subsequent motion does not state the time at which the expulsion shall take place, such expulsion shall take place thirty (30) days after the date of the vote of the Board of Directors expelling the Communities. A motion to expel a Community for the reasons set forth in Subsection (a) or Subsection (d) or more than one failure to cure may be made and be effective immediately after the vote of the Board of Directors expelling the Community. After expulsion, the former Community shall continue to be fully obligated for its portion of any payments due to the Authority or other obligations which were created during the time of its membership.

## **ARTICLE XII** **AMENDMENTS TO AGREEMENT**

**Section 12.01. Amendments.** Any amendments to this Agreement shall be in writing and shall have a concurrence of at least two-thirds (2/3) of the Local Governmental Directors and also two-thirds (2/3) of the entire voting Members of the Board of Directors, in each case appointed and serving.

## **ARTICLE XIII** **DURATION, TERMINATION AND DISSOLUTION OF AGREEMENT**

**Section 13.01. Duration of Agreement.** Except for the initial period of the Authority's existence, which extends until the beginning of the first complete fiscal year on January 1<sup>st</sup>, this Agreement shall remain in full force and effect for periods of one (1) fiscal year. At the beginning of each fiscal year, the Agreement shall be renewed automatically unless terminated in accordance with the provisions of this Agreement.

**Section 13.02. Decision to Dissolve.** A decision to dissolve the Authority and to distribute the Authority's assets in a particular manner in accordance with this Agreement shall require a concurring vote of at least two-thirds (2/3) of the Local Government Directors and also at least two-thirds (2/3) of the entire voting members of the Board of Directors, in each case appointed and serving, and provided that written notice of such meeting has included a full description of the plan of dissolution.

**Section 13.03. Dissolution and Distribution of Assets.** In the event this Agreement is terminated, the Authority shall dissolve and conclude its affairs, first paying all of the Authorities' debts, liabilities, and obligations to its creditors and then paying any expenses incurred in connection with the termination of the Authority. If any assets remain, they shall be distributed to any successor entity, subject to a concurring vote of at least two-thirds (2/3) of the Local Government Directors and also at least two-thirds (2/3) of the entire voting members of the Board of Directors in each case appointing and serving. In the event that no successor entity exists, the remaining assets shall be distributed to the Communities or in a manner as otherwise agreed upon by them.

## **ARTICLE XIV** **MISCELLANEOUS**

**Section 14.01. Notices.** Any and all correspondence or notices required, permitted, or provided for under this Agreement to be delivered to any Community shall be sent to that Community by

first-class mail. All correspondence shall be considered delivered to a Community as of the date that such notice is deposited with sufficient postage with the United States Postal Service. Any notice of withdrawal shall be sent via certified mail. Correspondence or notices shall be sent to the persons and addresses indicated below or to such other addresses as a Community shall notify the other Communities of in writing pursuant to the provisions of this section:

If to the Village of Park Forest:

Village Manager  
Village of Park Forest  
350 Victory Drive  
Park Forest, Illinois 60466

If to the City of Oak Forest:

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If to the City of Blue Island:

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If to the Village of Richton Park:

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If to the Village of Sauk Village:

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If to the Village of Midlothian:

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If to the Village of Hazel Crest:

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If to the Village of Phoenix:

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If to the Village of Summit:

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If to the City of Kankakee:

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If to the City of Joliet:

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If to the Village of Steger:

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If to the City of Chicago Heights:

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If to the Village of Ford Heights:

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If to the Village of Robbins:

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If to the Village of Olympia Fields:

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If to the Village of Homewood:

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If to the Village of University Park:

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If to the Village of Lansing:

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If to the Village of Matteson:

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If to the Village of Lynwood:

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If to the Village of Crete:

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**Section 14.02. Entire Agreement.** This Agreement sets forth the entire agreement between the Communities and supersedes any and all prior agreements or understandings between them in any way related to the subject matter of this Agreement. The terms and conditions of this Agreement are contractual.

**Section 14.03. Interpretation of Agreement.** All powers granted to the Authority under this Agreement shall be interpreted broadly to effectuate the intent and purposes of the Agreement and not to serve as a limitation of powers. The language of all parts of this Agreement shall in all cases be construed as a whole according to its plain and fair meaning and not construed strictly for or against any Community.

**Section 14.04. Severability of Provisions.** The invalidity of any clause, sentence, paragraph, subdivision, section, or portion thereof, shall not affect the validity of the remaining provisions of this Agreement.

**Section 14.05. Governing Law.** This Agreement is made and entered into in the State of Illinois and shall in all respects be interpreted, enforced, and governed under the laws of the State of Illinois without regard to the doctrines of conflict of laws. Jurisdiction and agreed upon venue shall be in the Circuit Court of Cook County.

**Section 14.06. Captions and Headings.** The captions, headings, and titles in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning or to be interpreted as part of this Agreement.

**Section 14.07. Terminology.** All terms and words used in this Agreement, regardless of the number, are deemed to include any other number as the context may require.

**Section 14.08. Effective Date.** This Agreement shall become effective as of the date of approval below.

**Section 14.09. Binding Authority.** The individuals executing this Agreement on behalf of the Communities represent that they have the legal power, right, and actual authority to bind their respective Community to the terms and conditions of this Agreement.

**Section 14.10. Counterparts.** This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

[REMAINDER LEFT BLANK]

This Intergovernmental Contract and By-Laws Agreement was Approved by the Corporate  
Authorities of the \_\_\_\_\_ of \_\_\_\_\_ on the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Mayor/President

\_\_\_\_\_  
Attest

## **EXHIBIT A**

### **LIST OF COMMUNITIES**

Village of Park Forest, Illinois

City of Oak Forest, Illinois

City of Blue Island, Illinois

Village of Richton Park, Illinois

Village of Sauk Village, Illinois

Village of Midlothian, Illinois

Village of Hazel Crest, Illinois

Village of Phoenix, Illinois

Village of Summit

Village of Dolton

City of Joliet

Village of Steger

City of Chicago Heights

Village of Ford Heights

Village of Robbins

Village of Olympia Fields

Village of Homewood

Village of Lansing

Village of University Park

Village of Matteson

Village of Lynwood

City of Kankakee

Village of Crete

**A RESOLUTION  
TO APPOINT A LOCAL GOVERNMENT DIRECTOR  
TO THE SOUTH SUBURBAN LAND BANK AND DEVELOPMENT AUTHORITY**

**WHEREAS**, on insert month and date, 2017, the [City Council /Village Board] of \_\_\_\_\_ approved an Intergovernmental Agreement to establish the South Suburban Land Bank and Development Authority [hereafter the "Authority"], a copy of which is attached hereto and incorporated herein; and

**WHEREAS**, Section 5.01 of the Intergovernmental Agreement requires each Community to appoint a local representative to serve as a Local Government Director of the Authority; and

**WHEREAS**, said Local Government Director will represent insert name of municipality in exercising the responsibilities of the Authority Board as set forth in the Intergovernmental Agreement;

**NOW, THEREFORE**, BE IT RESOLVED BY THE [CITY COUNCIL/VILLAGE BOARD] OF THE [CITY/VILLAGE] OF \_\_\_\_\_, ILLINOIS, as follows:

**Section One.** The foregoing recitals are hereby declared to be the findings of the [Mayor/Village President] and [City Council/Village Board].

**Section Two.** In accordance with the requirements of Section 5.01 of the Intergovernmental Agreement, [the City Council/Village Board or the Mayor/Village President, with the advice and consent of the City Council/Village Board], does hereby appoint insert name and title to serve as a Local Government Director of the South Suburban Land Bank and Development Authority.

**Section Three.** This Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
[Mayor/Village President] of the [City/Village] of \_\_\_\_\_, County of Cook and State of Illinois.

Attest:

\_\_\_\_\_  
[insert name], [City/Village] Clerk



# Interoffice Memo

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**Date:** May 22, 2018

**To:** Economic Development and Marketing Committee

**Cc:** David Niemeyer, Village Manager  
Paula Wallrich, Community Development Director

**From:** Patrick Hoban, Economic Development Manager

**Subject:** Two Men and a Truck Class 6B

**Background:**

Paul Brown (Applicant) plans to relocate three (3) of his Two Men and a Truck Chicagoland facilities (Chicago, Orland and Shorewood) locations to 7420 Duvan Dr. The subject property consists of an approximately 23,000 square foot building located on a roughly 97,909 square foot site in the Duvan Industrial Park. The applicant is the largest franchised moving company in the country offering relocation and packing services.

The applicant is looking to relocate 60-90 jobs and invest close to \$1,000,000 in this site. The Village of Tinley Park can expect that the tenant and their employees will continue to invest commercially back into the community by visiting local establishments such as restaurants, gas stations, grocery stores and more.

The Applicant hopes to relocate to the subject property; however, he believes that it will need the assistance of a Class 6B reclassification on PINs: 27-36-205-026-0000 & 27-36-205-032-0000 in order to make the move.

**Request:**

Paul Brown is requesting a Class 6B incentive to relocate to Two Men and a Truck to 7420 Duvan Drive. Cook County provides an incentive program to allow the reclassification of properties to effectively lower their tax. One of these program incentives is the Class 6B reclassification program. The Resolution must expressly state *"that it supports and consents to the filing of a Class 6B application and that it finds Class 6B necessary for development to occur on the subject property."*

"But for . . ." the reclassification to a Class 6B which will provide assessment at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year, the Applicant will not relocate. High property taxes are a primary reason Class 7 incentives are granted and the inherent competition with Will County and Indiana tax rates.

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**Incentive Policy Checklist:**

The following statements are in line with the Village or Tinley Park's incentive policy.

1. The developer will file the Cook County forms; plans to be a long term owner/investor; and plans to comply with Village and County obligations of the Class 7.
2. The project will not create a burden and will effectively utilize existing Village infrastructure.
3. The project meets the B. 8. Target Development area Incentive Policy requirement.
4. The project meets the B. 3. Capital Investment Incentive Policy requirement.

**Benefits:**

The project will be an enhancement to the Village by filling a recent vacancy.

**Staff Recommendation:**

This was not reviewed by the Village's Economic and Commercial Commission because of the cancellation of their May 14th meeting. In lieu of waiting an additional month for the next ECC meeting Staff is recommending approval of this request at the June 5th Village Board so as to not hold up the Application process.





## LOCATION / SITE PROPOSAL

### 7420 DUVAN DR, TINLEY PARK, IL

**INTRODUCTION:** This proposal is a summary of a potential new location for TWO MEN AND A TRUCK® moving company in Tinley Park, IL. TWO MEN AND A TRUCK® is currently searching for a 20,000 to 30,000 sq ft facility in order to combine our current Illinois locations in Orland Park, Chicago, and Shorewood into one larger single location.

**COMPANY OVERVIEW:** TWO MEN AND A TRUCK® is the largest franchised moving company in the country and offers comprehensive home and business relocation and packing services. Our goal is to exceed customer's expectations by customizing our moving services to specific needs. We move apartments, condominiums, homes, businesses, and everything in between – from very small to very large.

In 2018, with more than 400 locations TWO MEN AND A TRUCK® operates in 43 states with additional growth expected in the United States, Canada, Ireland, and the United Kingdom. We're proud of the more than 95 consecutive months of growth, the completion of nearly seven million moves and counting, along with the annual donation of more than \$3 million in charity moving services.

**PROJECT OVERVIEW:** TWO MEN AND A TRUCK® is considering relocating three of their Chicagoland facilities into a potential new location in Tinley Park, IL. Currently TWO MEN AND A TRUCK® operates the following three locations:

CURRENT LOCATION	NUMBER OF TRUCKS	NUMBER OF EMPLOYEES
CHICAGO, IL	4 - 5	20 - 30
ORLAND PARK, IL	4 - 5	20 - 30
SHOREWOOD, IL	4 - 5	20 - 30
<b>TOTALS</b>	<b>12 - 15</b>	<b>60 - 90</b>

The above locations would be combined into a new facility in Tinley Park. We would transfer some existing employees and hire new employees to the new location. This would create 60-90 new jobs within Tinley Park.

**TINLEY PARK LOCATION (POTENTIAL):** TWO MEN AND A TRUCK® is considering purchasing and developing both of the following properties for the new facility:

ADDRESS	PARCEL PIN	DETAILS / NOTES
7420 DUVAN DR, TINLEY PARK (BUILDING)	27-36-205-026	23,000 Sq ft industrial building on ~1.12 acres
7420 DUVAN DR, TINLEY PARK (VACANT LOT)	27-36-205-032	~1.12 acres of vacant land (adjacent to building)



## LOCATION / SITE PROPOSAL

### 7420 DUVAN DR, TINLEY PARK, IL

**INVESTMENT IN TINLEY PARK:** TWO MEN AND A TRUCK® would be making a ~\$925,000 investment in Tinley Park real estate. ~\$725,000 for the building/land and another ~\$200,000+ for improvements to the vacant land. The improvements would be developing the raw land into additional parking for the building and also adding water detention to the entire property. The additional water detention will benefit Tinley Park's Duvan Drive industrial corridor by helping prevent consistent flooding issues in that section of the village (*see Appendix A & Appendix B engineering design concept and proposed improvement costs*).

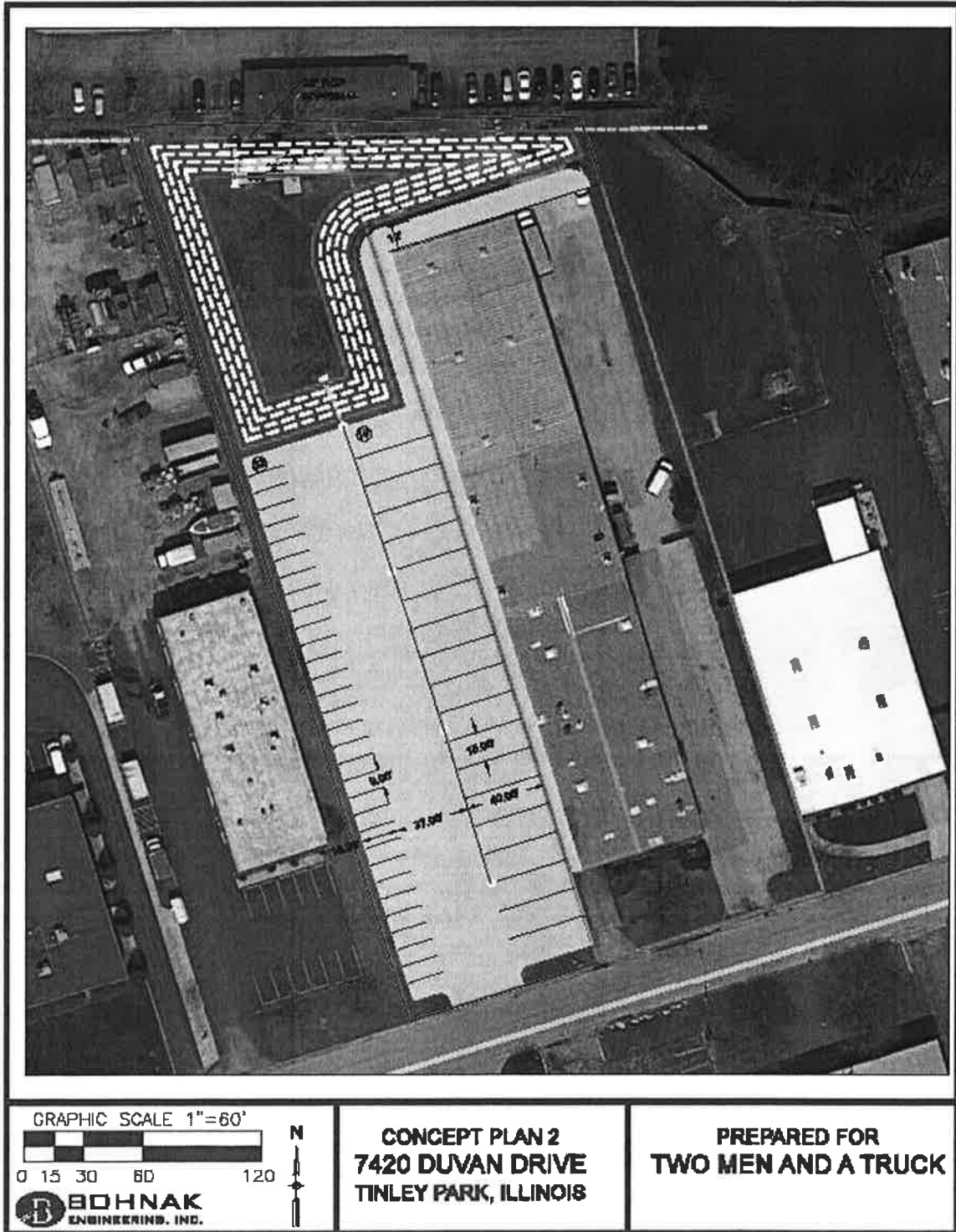
#### **BENEFITS TO TINLEY PARK:**

- ✓ Tinley Park would be adding 60 – 90 new jobs from TWO MEN AND A TRUCK®
- ✓ TWO MEN AND A TRUCK® would be investing ~\$200,000+ for improvements to a currently vacant parcel of land in Tinley Park.
- ✓ TWO MEN AND A TRUCK® would be adding new water detention to a section of Tinley Park that consistently floods.
- ✓ Tinley Park would be gaining a new business that has a proven track record of stability as well as a history of giving back to the community.

**REQUEST TO COMBINE PARCEL PIN NUMBERS:** In previous meetings with the Village of Tinley Park, TWO MEN AND A TRUCK® has discussed combining the two existing parcel pin numbers (27-36-205-026 and 27-36-205-032) into one parcel pin number for the entire property. Combining the parcels into one would reduce complexity as well as some of the set back requirements. NOTE: The two parcels are directly adjacent to each other.

**6B TAX INCENTIVE RESOLUTION REQUEST:** One of the parcels has an existing Cook County 6B tax incentive on it. This 6b incentive is a 12 year incentive with eligibility for renewal to take place in the 10<sup>th</sup> year. Currently the 6B incentive is in the 7<sup>th</sup> year. Our property tax attorneys (Liston & Tsantilis) have had discussions with Jeanette Thomas at the Cook County Assessor's office that receiving a renewal resolution from Tinley Park three to four years prior to the 10<sup>th</sup> year would not pose an issue when seeking to activate the 6B renewal in 2021 (*see Appendix C email from Cook County Assessor's office*). We would be asking the Village of Tinley Park to support an early resolution to approve the renewal of the existing 6b on parcel 27-36-205-026. We would also request that the Village of Tinley Park approve a 6b resolution on the vacant land parcel 27-36-205-032 that currently doesn't have the 6b incentive in order to receive tax incentive on the improvements to the land. If both parcels are combined Liston & Tsantilis would coordinate with the Cook County Assessor's office on combining the 6b tax incentives into the pin number that would be used.

# APPENDIX A



# APPENDIX B

7420 DUVAN DRIVE

**Client:** TWO MEN AND A TRUCK  
**Date:** 02/18/18  
**By:** RJB  
**RE:** SITE BUILDOUT

## CONCEPT PLAN

### Engineer's Statement of Probable Construction Cost

Storm Sewer & Volume Control Detention	\$45,850.00
Paving	\$65,040.00
Earthwork	\$68,938.00
<b>TOTAL</b>	<b>\$179,828.00</b>
10% Contingency	\$17,982.80
<b>Recommended Budget</b>	<b>\$197,810.80</b>

#### NOTES:

This statement was prepared using standard cost estimating practices. It is understood and agreed that this is an estimate only, and that the Engineer shall not be liable to the Owner or to a third party for any failure to accurately estimate the cost of the project, or any part thereof.

**Subject:** FW: Follow up  
**Date:** Tuesday, April 3, 2018 at 4:31:29 PM Central Daylight Time  
**From:** Maxwell Kling  
**To:** Paul Brown, Steve Connolly  
**CC:** Peter Tsantilis  
**Attachments:** image001.jpg

## APPENDIX C

## PAGE 1 OF 2

See below for the email confirmation from the Cook County Assessor's Office.



Maxwell A. Kling, Esq.  
*The Law Offices of Liston & Tsantilis, P.C.*  
33 North LaSalle Street, 28th Floor  
Chicago, Illinois 60602  
Direct: (312) 580-1593  
Fax: (312) 580-1592  
Email: mkling@ltlawchicago.com

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**From:** Jeanette Thomas [mailto:JThomas@cookcountyassessor.com]  
**Sent:** Tuesday, April 03, 2018 4:20 PM  
**To:** Maxwell Kling <mkling@ltlawchicago.com>  
**Subject:** RE: Follow up

Yes

**From:** Maxwell Kling [<mailto:mkling@ltlawchicago.com>]  
**Sent:** Tuesday, April 03, 2018 3:47 PM  
**To:** Jeanette Thomas <[JThomas@cookcountyassessor.com](mailto:JThomas@cookcountyassessor.com)>  
**Subject:** Follow up

## APPENDIX C

### PAGE 2 of 2

Hello Jeanette-

I wanted to follow up with you to ensure we had the same understanding of our conversation. Receiving a renewal resolution from the municipality in 2018, four years prior to being eligible to renew the incentive, will not pose an issue when seeking to activate the renewal when the property becomes eligible for renewal in 2021. Is that correct?

Thank you in advance!

Best-  
Max



Maxwell A. Kling, Esq.  
*The Law Offices of Liston & Tsantilis, P.C.*  
33 North LaSalle Street, 28th Floor  
Chicago, Illinois 60602  
Direct: (312) 580-1593  
Fax: (312) 580-1592  
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## **CLASS 6B**

### **ELIGIBILITY BULLETIN**

#### ***Cook County Living Wage Ordinance***

Please be advised that every applicant for this incentive will be required to provide an affidavit to the Assessor's Office to confirm compliance with the Cook County Living Wage Ordinance. The Cook County Assessor will not grant any request for incentive classification until it receives the required affidavit.

#### ***Incentive Benefits***

The Class 6b classification is designed to encourage industrial development throughout Cook County by offering a real estate tax incentive for the development of new industrial facilities, the rehabilitation of existing industrial structures, and the industrial reutilization of abandoned buildings. The goal of Class 6b is to attract new industry, stimulate expansion and retention of existing industry and increase employment opportunities.

Under the incentive provided by Class 6b, qualifying industrial real estate would be eligible for the Class 6b level of assessment from the date that new construction or substantial rehabilitation is completed and initially assessed or, in the case of abandoned property, from the date of substantial re-occupancy. Properties receiving Class 6b will be assessed at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year. This constitutes a substantial reduction in the level of assessment and results in significant tax savings. In the absence of this incentive, industrial real estate would normally be assessed at 25% of its market value.

Where buildings or other structures qualify for the incentive as new construction or as abandoned property as defined below, the reduced level of assessment under Class 6b will apply to those structures in their entirety as well as to the land upon which they are situated. Where there is substantial rehabilitation of an existing structure which has not been abandoned, the reduced incentive level of assessment is applicable to the additional market value attributable to the rehabilitation, including qualified land related to the rehabilitation. ***(Please note that the additional value attributable to the rehabilitation for assessment purposes is likely to be lower than the actual amount spent on the rehabilitation.)*** Land qualifies when the rehabilitation adds vertical or horizontal square footage to the improvements. The amount of land eligible for the incentive shall be in such proportion as the square footage added by the rehabilitation bears to the total square footage of the improvements on the parcel.

## ***Eligibility Requirements***

Real estate is eligible for Class 6b status under the following conditions:

1. The real estate is used primarily for "industrial purposes".
2. There is either (a) new construction, (b) substantial rehabilitation, or (c) substantial re-occupancy of "abandoned" property.
3. An Eligibility Application and supporting documents have been timely filed with the Office of the Assessor according to deadlines as set forth in the "What Must Be Filed" and "Time for Filing" sections of this Bulletin.
4. The municipality in which such real estate is located (or the County Board, if the real estate is located in an unincorporated area) must, by lawful resolution or ordinance, expressly state that it supports and consents to the filing of a Class 6b Application and that it finds Class 6b necessary for development to occur on the subject property.

The following definitions, as set forth in the Cook County Real Property Assessment Classification Ordinance, pertain to the Class 6b incentive provision:

***Industrial purposes:*** "Any real estate used primarily in manufacturing ... or in the extraction or processing of raw materials unserviceable in their natural state to create new physical products or materials, or in the processing of materials for recycling, or in the transportation or storage of raw materials or finished or partially finished physical goods in the wholesale distribution of such materials or goods for sale or leasing."

***Manufacturing:*** "The material staging and production of goods used in procedures commonly regarded as manufacturing, processing, fabrication, or assembling which changes existing material into new shapes, new qualities, or new combinations and including research and development associated with the production of goods."

***Abandoned property:*** "Buildings and other structures that, after having been vacant and unused for at least 24 continuous months, are purchased for value by a purchaser in whom the seller has no direct financial interest." An exception to this definition shall be, "if the municipality or the Board of Commissioners, as the case may be, finds that special circumstances justify finding that the property is 'abandoned' for the purpose of Class 6b."

The finding of abandonment, along with the specification of the special circumstances, shall be included in the resolution or ordinance supporting and consenting to the incentive application. Notwithstanding the foregoing, special circumstances may not be determined to justify finding that a property is deemed "abandoned" where:

- A. There has been a purchase for value and the buildings and other structures have not been vacant and unused prior to such purchase; or
- B. There has been no purchase for value and the buildings and other structures have been vacant and unused for less than 24 continuous months.

If the ordinance or resolution containing a finding of "special circumstances" is that of a municipality, the approval of the County Board of Commissioners is required to validate such a finding that the property is deemed "abandoned" for purposes of the incentive, and a resolution to that effect shall be included with the eligibility application.



### ***What Must Be Filed***

An applicant seeking the reclassification of real estate to Class 6b is required to file a "Class 6b Eligibility Application" with the Office of the Assessor. At the time of filing the application, a filing fee of \$500.00 must be paid. In addition, an applicant may submit, at the same time, a certified copy of an ordinance or resolution adopted by the municipality in which the real estate is located (or the County Board, if the real estate is located in an unincorporated area) expressly stating that it supports and consents to the filing of a Class 6b Application and that it finds Class 6b necessary for development to occur on the subject property. If the resolution is not filed at the time the Eligibility Application is submitted to the Assessor, the applicant must file, at that time, a letter from the municipality or the County Board confirming that a resolution or ordinance supporting the incentive has been requested. If the applicant is seeking to apply based on the reoccupation of abandoned property and will be seeking a finding of "special circumstances" from the municipality, in addition to obtaining a letter from the municipality confirming that a resolution or ordinance supporting the incentive has been requested, the applicant must also file a letter from the County Board confirming that a resolution validating a municipal finding of special circumstances has been requested.

Should the municipality or the County Board, at a later date, deny the applicant's request for a resolution or ordinance, whether or not construction or re-occupancy has begun, the applicant will be deemed ineligible for reclassification to Class 6b. Any information that is not known or any supporting documents that are not available at the time of the initial filing must be submitted as a supplement to the Application.

After the construction or re-occupancy has taken place, an applicant must also file an "Incentives Appeal Form" requesting that the real estate be reclassified to Class 6b. At the time of filing the appeal, an appeal fee of \$100.00 must be paid. If a resolution from the municipality where the property is located, or the Cook County Board of Commissioners if located in an unincorporated area, was not filed with the Eligibility Application, the applicant must file a certified copy of the resolution or ordinance supporting the incentive at this time. No final action on a request for reclassification to Class 6b will be taken until an Appeal and an Eligibility Application, along with the required documentation as described therein, are completed and filed with the Office of the Assessor.

In addition, during the term of the incentive, the Class 6b recipient must file a triennial affidavit attesting to the use of the property and the number of workers employed at the Class 6b site. The Assessor will mail Class 6b recipients the affidavit forms at the time of their triennial reassessments. The affidavit must be signed, notarized and returned to the Assessor within three weeks. Failure to file the triennial affidavits within that time will result in the loss of the incentive.

### ***Time for Filing***

The Eligibility Application along with the appropriate resolution or letter confirming that a resolution has been requested *must be filed* with the Assessor *prior to*, but no earlier than one year before, *commencement of new construction* (excluding demolition, if any) *or substantial rehabilitation*. With respect to abandoned property, the eligibility application must be made to the Assessor ***prior to the commencement of the reoccupation of the vacant and unused property.***

Where reoccupation of "abandoned" property and subsequent substantial rehabilitation is planned, a single Eligibility Application and resolution, ordinance, or letter confirming that a resolution has been requested, may be filed for both situations, provided that the Application is filed prior to the commencement of reoccupation and such rehabilitation.

To finalize the classification change, a "Real Estate Assessed Valuation Appeal" must be filed after the construction or re-occupancy has taken place. In instances where a certified copy of an ordinance or resolution expressly stating that the municipality or County Board supports and consents to filing of a Class 6b Application has not yet been filed, it must be filed at this time. For the purpose of certifying final assessments on a timely basis to the Board of Appeals, deadlines for filing Appeals are established on a township basis. Check with the Office of the Assessor to determine when the deadline occurs for a particular township.

The 6b classification may be renewed during the last year in which a property is entitled to a 10% assessment level or when the incentive is still applied at the 15% or 20% assessment level, by filing a renewal application and a certified copy of a resolution or ordinance adopted by the municipality in which the real estate is located, or by the County Board, if located in an unincorporated area of Cook County, expressly stating that it supports and consents to the renewal of the Class 6b incentive and that it has determined that the industrial use of the property is necessary and beneficial to the local economy. The notice of intent to request renewal will be forwarded by the Assessor's Office to the Cook County Board. The owners must notify the Assessor's Office of their intent to request renewal at the time they request a resolution or ordinance agreeing to the renewal from the municipality or County Board. The number of renewal period requests is not limited.

**Questions regarding Class 6b may be directed to the Development Incentives Department of the Office of the Cook County Assessor, Room 301, 118 North Clark Street, Chicago, Illinois 60602, (312) 603-7529.**



## Interoffice Memo

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**Date:** May 22, 2018

**To:** Economic Development and Marketing Committee

**Cc:** David Niemeyer, Village Manager  
Paula Wallrich, Community Development Director

**From:** Patrick Hoban, Economic Development Manager

**Subject:** Airy's Inc Class 6B SER

**Background:**

Hill Company (Applicant) plans to retain Airy's Inc at 7455 W. Duvan Dr. The subject property consists of an approximately 12,000 square foot building located on a roughly 71,671 square foot site in the Duvan Industrial Park. The Applicant provides underground and sewer construction services.

Airy's has been a Tinley Park business since 1988 and provides 40 jobs. The Village of Tinley Park can expect that the tenant and their employees will continue to invest commercially back into the community by visiting local establishments such as restaurants, gas stations, grocery stores and more.

The Applicant hopes to continue to retain the current tenants at this location; however, believes that it will need the assistance of a Class 6B Sustainable Emergency Relief (SER) reclassification on PIN: 27-36-204-039-0000 in order to continue to do so.

**Request:**

Hill Company is requesting a Class 6B (SER) incentive to retain current tenants. Cook County provides an incentive program to allow the reclassification of properties to effectively lower their tax. One of these program incentives is the Class 6B (SER) reclassification program. The Resolution must expressly state "*that the municipality supports and consents to this Class 6B SER Application and that it finds that Special Circumstances makes the Incentive necessary for the industrial enterprise to continue operations at its current location and maintain its staff, and that without such designation the enterprise would not be economically viable causing the property to be in imminent risk of becoming vacant and unused.*"

"But for . . ." the reclassification to a Class 6B (SER), which will provide assessment at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year, the Applicant will relocate. High property taxes are a primary reason Class 6B incentives are granted along with the inherent competition with Will County and Indiana tax rates.

**Incentive Policy Checklist:**

The following statements are in line with the Village or Tinley Park's Incentive Policy.

1. The developer will file the Cook County forms; plans to be a long term owner/investor; and plans to comply with Village and County obligations of the Class 6.
2. The project will not create a burden and will effectively utilize existing Village infrastructure.
3. The project meets the B. 8. Target Development area Incentive Policy requirement.

**Benefits:**

The project will be an enhancement to the Village by retaining a long term employer in a high vacancy area.

**Staff Recommendation:**

This was not reviewed by the Village's Economic and Commercial Commission because of the cancellation of their May 14<sup>th</sup> meeting. In lieu of waiting an additional month for the next ECC meeting Staff is recommending approval of this request at the June 5<sup>th</sup> Village Board so as to not hold up the Application process.

# AIRY'S INC.

SITE UTILITY CONTRACTORS



7455 W. Duvan Drive • Tinley Park, IL 60477-3714  
(708) 429-0660 www.airys.com Fax: (708) 429-0795

May 1, 2018

Tinley Park, Village of  
17500 S. Oak Park Avenue  
Tinley Park, Illinois 60477

Re: 7455 W. Duvan Drive

Village Board,

Airy's, Inc. has been a proud Tinley Park business since 1988. Over the last decade we have seen an unsustainable increases in our property taxes. We understand it is not the fault of the Village, but we need your assistance in petitioning the County for relief. Attached is our Class 6B Sustainable Emergency Relief (SER) application we intend on submitting to Cook County. One of the supporting documents required is a certified copy of a resolution from the municipality in which the real estate is located that supports and consents to the 6B SER Application. It also requires that the resolution find that special circumstances make the incentive necessary for the industrial enterprise to continue operations at its current location and maintain its staff, and that without such designation the enterprise would not be economically viable causing the property to be in immanent risk of becoming vacant and unused.

We have looked at properties outside Tinley Park / Cook County and were shocked at the significant decrease in yearly property taxes compared to our current situation. I fear that as I drive down Duvan Drive on a daily basis and see the endless "for sale" and "for lease signs" that our property could one day become the next vacant property, but our business cannot continue to sustain this financial hardship.

To be clear, we do not want to leave the Village. We love Tinley Park. However, it is becoming increasingly impossible to see the benefit of such high taxes when we could get the same benefit from villages in Will County for less than half of the yearly property taxes paid here.

We respectfully ask that you consider a resolution in our favor so that we can proceed with the Class 6B SER application.

Thank you.

A handwritten signature in black ink, appearing to read "RH", written over a horizontal line.

Ryan Hill  
Vice President

**COOK COUNTY ASSESSOR**  
**JOSEPH BERRIOS**



COOK COUNTY ASSESSOR'S OFFICE  
118 NORTH CLARK STREET, CHICAGO, IL 60602  
PHONE: 312.443.7550 FAX: 312.603.6584  
WWW.COOKCOUNTYASSESSOR.COM

**CLASS 6B SUSTAINABLE EMERGENCY RELIEF (SER)  
ELIGIBILITY APPLICATION**

*(This form will ONLY be utilized for applicants who specifically elect for SER)*

**This Incentive is Not Renewable and applications will not be taken after November 30, 2018.**

Carefully review the Class 6B Eligibility Bulletin before completing this Application. For assistance, please contact the Assessor's Office, Development Incentives Department, (312) 603-7529. This application, **a filing fee of \$500.00**, and supporting documentation (*except drawings and surveys*) must be filed as follows:

**APPLICANT INFORMATION**

Name: HILL COMPANY Telephone: ( 708 ) 429-0660  
Address: 7455 WEST DUVAN DRIVE  
City: TINLEY PARK State: IL Zip Code: 60477

**Contact Person (if different than the Applicant)**

Name: RYAN HILL  
Company: AIRY'S, INC. Telephone: ( 708 ) 429-0660  
Address: 7455 WEST DUVAN DRIVE  
City: TINLEY PARK State: IL Zip Code: 60477  
Email Address: RYAN.HILL@AIRYS.COM

**PROPERTY DESCRIPTION (PER PIN)**

If you are applying for more than three different PINs, please submit the additional PIN information in an attachment.

Street address: (1) 7455 WEST DUVAN DRIVE, TINLEY PARK, IL 60477

Permanent Real Estate Index Number: 27-36-204-039-0000

(2) \_\_\_\_\_

Permanent Real Estate Index Number: \_\_\_\_\_

(3) \_\_\_\_\_

Permanent Real Estate Index Number: \_\_\_\_\_

City: TINLEY PARK State: IL Zip Code: 60477

Township: ORLAND Existing Class: 5-93

**PROPERTY INFORMATION**

Attach legal description, site dimensions and square footage, and building dimensions and square footage.

**IDENTIFICATION OF PERSONS HAVING AN INTEREST IN THE PROPERTY**

Attach a complete list of all owners, developers, occupants and other interested parties (*including all beneficial owners of a land trust*) identified by names and addresses, and the nature and extent of their interest.

**INDUSTRIAL USE**

Attach a detailed description of the precise nature and extent of the use of the subject property, specifying in the case of multiple uses the relative percentages of each use.

Include copies of materials, which explain each occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

**OCCUPANCY REQUIREMENTS**

Industrial enterprise must have occupied the premises at the same location for a minimum of ten (10) consecutive years prior to the date of application.

- How many years has industrial enterprise occupied the premises? 30

**ECONOMIC HARDSHIP VERIFICATION**

Applicant must attach financial analysis (*including tax returns for Federal/State/Local*) and letter demonstrating economic hardship.

**NO CURRENT COOK COUNTY PROPERTY INCENTIVE**

Applicant verifies that they are not receiving another Cook County property tax incentive for the same property.

- Is Applicant receiving another Cook County property tax incentive for this property?  
YES [ ☐ ]      NO [X ☐ ]

**SUBSTANTIAL OCCUPANCY VERIFICATION**

Industrial enterprise must occupy a minimum 51% of premises.

- What percentage of industrial enterprise is occupied? 100%

**EMPLOYMENT INFORMATION**

How many permanent full-time and part-time employees do you now employ in Cook County?

Full-time: 40      Part-time: 0

How many permanent full-time and part-time employees do you now employ at this site?

Full-time: 40      Part-time: 0

**LOCAL AND COOK COUNTY BOARD APPROVAL**

A certified copy of a resolution or ordinance from the municipality in which the real estate is located (*or the County Board, if the real estate is located in an unincorporated area*) should accompany this Application.

The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6B SER Application and that it finds that Special Circumstances makes the Incentive necessary for the industrial enterprise to continue operations at its current location and maintain its staff, and that without such designation the enterprise would not be economically viable causing the property to be imminent risk of becoming vacant and unused. If a resolution is unavailable at the time the application is filed, a letter from the municipality or the County Board, as the case may be, stating that a resolution or ordinance supporting the incentive has been requested may be filed with this application instead.

A certified copy of a resolution or ordinance from the County Board validating the municipal finding of special circumstances must be obtained by the Applicant. A letter from the County Board confirming that this resolution has been requested needs to be submitted to the Assessor's Office.

If, at a later date, the municipality or the County Board denies the applicant's request for a resolution or ordinance, the applicant will be deemed ineligible for the Class 6B SER incentive. In all circumstances, both resolutions must be submitted by the time the applicant files an "Incentive Appeal".



**TERMINATION OF CLASS 6B SER**

If the business ceases operation a Cease Operation Form must be submitted within 30 days of the end of operations. In addition, the Class 6B designation under SER may be terminated by the Assessor immediately under any of the following circumstances:

- ☐ Failure to file the required annual affidavit prior to the filing deadline;
- ☐ Failure to maintain the property in substantial compliance with all applicable local building, safety, and health codes and requirements;
- ☐ Failure to comply with the Class 6B requirements of substantial occupancy

In return for receiving the incentive classification for the subject property, the undersigned owner(s) hereby stipulates and agrees that in the event of a termination, that the undersigned shall be personally liable for and shall reimburse to the County Collector an amount equal to the difference, if any, in the amount of taxes that would have been collected had the subject property been assessed without the incentive classification and the amount of taxes actually billed and collected upon the subject property for the tax year in which the incentive was revoked or cancelled during which the property was being assessed with the incentive classification. Failure of the undersigned to make such a reimbursement to the County Collector shall not constitute a lien upon the subject property but shall constitute an in personam liability, which may be enforced against the owners. If necessary, a Repayment Plan agreement could be established.

I, the undersigned, certify that I have read this Application and that the statements set forth in this Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters the undersigned certifies that he/she believes the same to be true.

  
Signature

MAY 1, 2018

Date

RYAN ELIC HILL  
Print Name

VICE PRESIDENT  
Title

Subscribed and sworn before me this 1ST day of MAY, 20 18

  
Signature of Notary Public



NOTARY PUBLIC, STATE OF ILLINOIS  
My Commission Expires Oct 22, 2020  
THERESA PRATT  
OFFICIAL SEAL

## INCENTIVES CLASS LIVING WAGE ORDINANCE AFFIDAVIT

RYAN ELIC HILL as agent for the applicant set forth below, who is seeking a classification incentive as referenced below, I do hereby state under oath as follows:

1. As the agent for the applicant set forth below, I have personal knowledge as to the facts stated herein.
2. The property identified by PIN(s) with commonly known address(es), listed in Exhibit A attached and herein incorporated, are/is the subject of a pending application/renewal (*circle as appropriate*) for one of the following development incentives provided by the Code of Ordinances of Cook County, Chapter 74, Article II, Division 2, The Cook County Real Property Assessment Classification Ordinance, Sec.74-60 et seq., as amended:

X Class 6B           Class 8 (*Industrial property*)           Class 9

3. I have reviewed the Code of Ordinances of Cook County, Chapter 34, Article IV, Division 1 and The Cook County Living Wage Ordinance, Sec. 34-127 et seq., as amended (*the "Ordinance"*), and certify that the applicant is in compliance with the above referenced Cook County Living Wage Ordinance, due to one of the following options (*check as appropriate*):

X Applicant is currently paying a living wage to its employees, as defined in the Ordinance.

OR

       Applicant is not required to pay a living wage, pursuant to the Ordinance.

Further affiant sayeth not.

  
Agent's Signature

RYAN ELIC HILL, VICE PRESIDENT  
Agent's Name & Title

7455 WEST DUVAN DRIVE, TINLEY PARK, IL 60477

Agent's Mailing Address

708-429-0660

Agent's Telephone Number

HILL COMPANY / AIRY'S, INC.

Applicant's Name

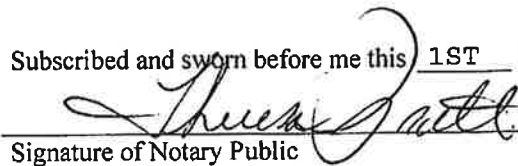
7455 WEST DUVAN DRIVE, TINLEY PARK, IL 60477

Applicant's Mailing Address

RYAN.HILL@AIRYS.COM

Applicant's e-mail address

Subscribed and sworn before me this 1ST day of MAY, 20 18

  
Signature of Notary Public

OFFICIAL SEAL  
THERESA PRATT  
NOTARY PUBLIC, STATE OF ILLINOIS  
My Commission Expires Oct. 22, 2020

**EXHIBIT A**  
*(Please type or Print)*

**PIN(s)**

**Common Address**

27-36-204-039-0000

7455 WEST DUVAN DRIVE, TINLEY PARK, IL 60477

**TOTAL PAYMENT DUE****\$27,092.39**

By 03/01/18 (on time)

**2017 First Installment Property Tax Bill**

Property Index Number (PIN)	Volume	Code	Tax Year	(Payable In)	Township	Classification
27-36-204-039-0000	147	28092	2017	(2018)	ORLAND	5-93

**IF PAYING LATE,  
PLEASE PAY**03/02/18-04/01/18  
\$27,498.7804/02/18-05/01/18  
\$27,905.1705/02/18-06/01/18  
\$28,311.56**LATE INTEREST IS 1.5% PER  
MONTH, BY STATE LAW****TAXING DISTRICT DEBT AND FINANCIAL DATA**

Your Taxing Districts	Money Owed by Your Taxing Districts	Pension and Healthcare Amounts Promised by Your Taxing Districts	Amount of Pension and Healthcare Shortage	% of Pension and Healthcare Costs Taxing Districts Can Pay
South Cook Mosquito Abatement Harvey	\$1,742,956	\$5,728,513	\$1,664,179	70.95%
Metro Water Reclamation Dist of Chicago	\$3,426,792,000	\$2,646,412,000	\$1,210,430,000	54.26%
Tinley Park Park District	\$8,535,425	\$8,670,488	\$1,974,814	77.22%
Moraine Valley Comm Coll 524 (Palos Hls)	\$152,080,181	\$0	\$0	00.00%
Consolidated HS Dist 230 (Orland Park)	\$39,030,344	\$79,821,361	\$19,213,006	75.93%
Kirby School District 140 (Tinley Park)	\$15,935,527	\$34,532,163	\$16,165,024	53.19%
Village of Tinley Park	\$37,349,095	\$168,778,137	\$54,508,893	67.70%
Town of Orland	\$145,990	\$5,420,693	\$781,428	85.58%
Cook County Forest Preserve District	\$225,066,359	\$483,567,655	\$292,365,257	39.54%
County of Cook	\$6,147,298,640	\$26,097,192,397	\$17,454,148,122	33.12%
<b>Total</b>	<b>\$10,053,976,517</b>	<b>\$29,530,123,405</b>	<b>\$19,051,250,723</b>	

For a more in-depth look at government finances and how they affect your taxes, visit [cookcountytreasurer.com](http://cookcountytreasurer.com).**PAY YOUR TAXES ONLINE**at [cookcountytreasurer.com](http://cookcountytreasurer.com) from your bank account or credit card today**IMPORTANT MESSAGES**- Pay this bill at [cookcountytreasurer.com](http://cookcountytreasurer.com).**TAX CALCULATOR**

2016 TOTAL TAX 49,258.89

2017 ESTIMATE X 55%

2017 1st INSTALLMENT = 27,092.39

The First Installment amount is 55% of last year's total taxes.  
All exemptions, such as homeowner and senior exemptions, will  
be reflected on your Second Installment tax bill.**PROPERTY LOCATION****MAILING ADDRESS**7455 DUVAL DR  
TINLEY PARK IL 60477HILL COMPANY  
7455 W DUVAL DR  
TINLEY PARK IL 60477-4441

DETACH &amp; INCLUDE WITH PAYMENT

# Payment Options

## ONLINE

## FREE ONLINE PAYMENT at *cookcountytreasurer.com*

Visit [cookcountytreasurer.com](http://cookcountytreasurer.com) and select "Make an Online Payment". Use eCheck to pay from your bank account for free. Or pay by credit card. A service fee applies to credit card payments.

## MAIL

Complete mailing instructions appear on the enclosed return envelope. Please note that only payments mailed through the United States Postal Service in envelopes bearing a United States Postal Service postmark (not postage meter) will be recorded as paid on the date the payment was mailed. By contrast, payments sent by private carriers, such as FedEx, UPS, etc., will be recorded as paid on the date the payment is received by the Cook County Treasurer's Office, not the date the payment was mailed.

## MORTGAGE ESCROW

If your taxes are paid from a mortgage escrow account, confirm that your lender is paying on time, on the correct PIN, and in the correct amount.

## Sign up for eBilling

- ☐ Receive your tax bill by email
- ☐ Save paper and postage
- ☐ Receive a permanent electronic record
- ☐ Access convenient online payment
- ☐ To sign up visit [cookcountytreasurer.com](http://cookcountytreasurer.com)

## How are your tax dollars being spent?

Local governments determine your tax amount. They tax to meet annual costs, and you pay your share through your property tax.

- A local government is not only a municipality, but a school district, park district, library district, or any entity with the power to tax property.
- Review the middle section of the front of your tax bill to see which local governments are receiving a share of your payment.
- To see the debt and financial statements of your local governments:
  - Go to [cookcountytreasurer.com](http://cookcountytreasurer.com)
  - Select "Want to see your local government debt?"
  - Enter your 14-digit PIN or taxing district name

# Payment Instructions

Complete and sign your check, payable to "Cook County Treasurer". To pay on more than one property, you must submit a separate check with the payment coupon for each property.

You must include on your check:

- Taxpayer Name, Mailing Address, Telephone Number, Email Address
- Property Index Number (PIN)
- Property Location, including Unit Number
- Tax Year/Installment

A.B. Taxpayer 123 Elm St. Town IL 60000 Tel. 312.123.4567 taxpayer@gmail.com	PIN 12-34-567-890-1234 Property Location, Unit Number	0000
Payable to <u>Cook County Treasurer</u>		Date <u>XXXXX.xx</u>
xxx Thousand xxx hundred xxx-xxx & xx/100		
Bank Name 00000 5000000000 00000 0		
Memo <u>Tax Year / Installment</u>		<i>AB Taxpayer</i>

sample check

The Cook County Treasurer's Office reserves the right to reduce your check amount as necessary to prevent overpayment.

If paying by mail:

- Use the enclosed return envelope
- Do not send cash
- Do not fold your check or payment coupon
- Do not staple, paperclip, or otherwise affix your check to the payment coupon

## Offices To Contact

### COOK COUNTY TREASURER

[cookcountytreasurer.com](http://cookcountytreasurer.com) tel. 312.443.5100

Pay bills, find balances, search for refunds, confirm payments, and obtain property tax information in more than 100 languages.

### COOK COUNTY ASSESSOR

[cookcountyassessor.com](http://cookcountyassessor.com) tel. 312.443.7550

Information and forms regarding tax calculations, assessments, exemptions, and appeals. For more information taxpayers should consult their township office or the Cook County Assessor's Office.

### COOK COUNTY CLERK

[cookcountyclerk.com](http://cookcountyclerk.com) tel. 312.603.5656

Local tax rate calculations, past years' tax delinquencies, redemption procedures, maps, and legal descriptions of parcels. Detailed Tax Increment Financing (TIF) information is available to property owners at [cookcountyclerk.com/agency/tifs](http://cookcountyclerk.com/agency/tifs).



## **CLASS 6B**

### **ELIGIBILITY BULLETIN**

#### ***Cook County Living Wage Ordinance***

Please be advised that every applicant for this incentive will be required to provide an affidavit to the Assessor's Office to confirm compliance with the Cook County Living Wage Ordinance. The Cook County Assessor will not grant any request for incentive classification until it receives the required affidavit.

#### ***Incentive Benefits***

The Class 6b classification is designed to encourage industrial development throughout Cook County by offering a real estate tax incentive for the development of new industrial facilities, the rehabilitation of existing industrial structures, and the industrial reutilization of abandoned buildings. The goal of Class 6b is to attract new industry, stimulate expansion and retention of existing industry and increase employment opportunities.

Under the incentive provided by Class 6b, qualifying industrial real estate would be eligible for the Class 6b level of assessment from the date that new construction or substantial rehabilitation is completed and initially assessed or, in the case of abandoned property, from the date of substantial re-occupancy. Properties receiving Class 6b will be assessed at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year. This constitutes a substantial reduction in the level of assessment and results in significant tax savings. In the absence of this incentive, industrial real estate would normally be assessed at 25% of its market value.

Where buildings or other structures qualify for the incentive as new construction or as abandoned property as defined below, the reduced level of assessment under Class 6b will apply to those structures in their entirety as well as to the land upon which they are situated. Where there is substantial rehabilitation of an existing structure which has not been abandoned, the reduced incentive level of assessment is applicable to the additional market value attributable to the rehabilitation, including qualified land related to the rehabilitation. ***(Please note that the additional value attributable to the rehabilitation for assessment purposes is likely to be lower than the actual amount spent on the rehabilitation.)*** Land qualifies when the rehabilitation adds vertical or horizontal square footage to the improvements. The amount of land eligible for the incentive shall be in such proportion as the square footage added by the rehabilitation bears to the total square footage of the improvements on the parcel.

## ***Eligibility Requirements***

Real estate is eligible for Class 6b status under the following conditions:

1. The real estate is used primarily for "industrial purposes".
2. There is either (a) new construction, (b) substantial rehabilitation, or (c) substantial re-occupancy of "abandoned" property.
3. An Eligibility Application and supporting documents have been timely filed with the Office of the Assessor according to deadlines as set forth in the "What Must Be Filed" and "Time for Filing" sections of this Bulletin.
4. The municipality in which such real estate is located (or the County Board, if the real estate is located in an unincorporated area) must, by lawful resolution or ordinance, expressly state that it supports and consents to the filing of a Class 6b Application and that it finds Class 6b necessary for development to occur on the subject property.

The following definitions, as set forth in the Cook County Real Property Assessment Classification Ordinance, pertain to the Class 6b incentive provision:

***Industrial purposes:*** "Any real estate used primarily in manufacturing ... or in the extraction or processing of raw materials unserviceable in their natural state to create new physical products or materials, or in the processing of materials for recycling, or in the transportation or storage of raw materials or finished or partially finished physical goods in the wholesale distribution of such materials or goods for sale or leasing."

***Manufacturing:*** "The material staging and production of goods used in procedures commonly regarded as manufacturing, processing, fabrication, or assembling which changes existing material into new shapes, new qualities, or new combinations and including research and development associated with the production of goods."

***Abandoned property:*** "Buildings and other structures that, after having been vacant and unused for at least 24 continuous months, are purchased for value by a purchaser in whom the seller has no direct financial interest." An exception to this definition shall be, "if the municipality or the Board of Commissioners, as the case may be, finds that special circumstances justify finding that the property is 'abandoned' for the purpose of Class 6b."

The finding of abandonment, along with the specification of the special circumstances, shall be included in the resolution or ordinance supporting and consenting to the incentive application. Notwithstanding the foregoing, special circumstances may not be determined to justify finding that a property is deemed "abandoned" where:

- A. There has been a purchase for value and the buildings and other structures have not been vacant and unused prior to such purchase; or
- B. There has been no purchase for value and the buildings and other structures have been vacant and unused for less than 24 continuous months.

If the ordinance or resolution containing a finding of "special circumstances" is that of a municipality, the approval of the County Board of Commissioners is required to validate such a finding that the property is deemed "abandoned" for purposes of the incentive, and a resolution to that effect shall be included with the eligibility application.



### ***What Must Be Filed***

An applicant seeking the reclassification of real estate to Class 6b is required to file a "Class 6b Eligibility Application" with the Office of the Assessor. At the time of filing the application, a filing fee of \$500.00 must be paid. In addition, an applicant may submit, at the same time, a certified copy of an ordinance or resolution adopted by the municipality in which the real estate is located (or the County Board, if the real estate is located in an unincorporated area) expressly stating that it supports and consents to the filing of a Class 6b Application and that it finds Class 6b necessary for development to occur on the subject property. If the resolution is not filed at the time the Eligibility Application is submitted to the Assessor, the applicant must file, at that time, a letter from the municipality or the County Board confirming that a resolution or ordinance supporting the incentive has been requested. If the applicant is seeking to apply based on the reoccupation of abandoned property and will be seeking a finding of "special circumstances" from the municipality, in addition to obtaining a letter from the municipality confirming that a resolution or ordinance supporting the incentive has been requested, the applicant must also file a letter from the County Board confirming that a resolution validating a municipal finding of special circumstances has been requested.

Should the municipality or the County Board, at a later date, deny the applicant's request for a resolution or ordinance, whether or not construction or re-occupancy has begun, the applicant will be deemed ineligible for reclassification to Class 6b. Any information that is not known or any supporting documents that are not available at the time of the initial filing must be submitted as a supplement to the Application.

After the construction or re-occupancy has taken place, an applicant must also file an "Incentives Appeal Form" requesting that the real estate be reclassified to Class 6b. At the time of filing the appeal, an appeal fee of \$100.00 must be paid. If a resolution from the municipality where the property is located, or the Cook County Board of Commissioners if located in an unincorporated area, was not filed with the Eligibility Application, the applicant must file a certified copy of the resolution or ordinance supporting the incentive at this time. No final action on a request for reclassification to Class 6b will be taken until an Appeal and an Eligibility Application, along with the required documentation as described therein, are completed and filed with the Office of the Assessor.

In addition, during the term of the incentive, the Class 6b recipient must file a triennial affidavit attesting to the use of the property and the number of workers employed at the Class 6b site. The Assessor will mail Class 6b recipients the affidavit forms at the time of their triennial reassessments. The affidavit must be signed, notarized and returned to the Assessor within three weeks. Failure to file the triennial affidavits within that time will result in the loss of the incentive.

### ***Time for Filing***

The Eligibility Application along with the appropriate resolution or letter confirming that a resolution has been requested *must be filed* with the Assessor *prior to*, but no earlier than one year before, *commencement of new construction* (excluding demolition, if any) *or substantial rehabilitation*. With respect to abandoned property, the eligibility application must be made to the Assessor ***prior to the commencement of the reoccupation of the vacant and unused property.***

Where reoccupation of "abandoned" property and subsequent substantial rehabilitation is planned, a single Eligibility Application and resolution, ordinance, or letter confirming that a resolution has been requested, may be filed for both situations, provided that the Application is filed prior to the commencement of reoccupation and such rehabilitation.

To finalize the classification change, a "Real Estate Assessed Valuation Appeal" must be filed after the construction or re-occupancy has taken place. In instances where a certified copy of an ordinance or resolution expressly stating that the municipality or County Board supports and consents to filing of a Class 6b Application has not yet been filed, it must be filed at this time. For the purpose of certifying final assessments on a timely basis to the Board of Appeals, deadlines for filing Appeals are established on a township basis. Check with the Office of the Assessor to determine when the deadline occurs for a particular township.

The 6b classification may be renewed during the last year in which a property is entitled to a 10% assessment level or when the incentive is still applied at the 15% or 20% assessment level, by filing a renewal application and a certified copy of a resolution or ordinance adopted by the municipality in which the real estate is located, or by the County Board, if located in an unincorporated area of Cook County, expressly stating that it supports and consents to the renewal of the Class 6b incentive and that it has determined that the industrial use of the property is necessary and beneficial to the local economy. The notice of intent to request renewal will be forwarded by the Assessor's Office to the Cook County Board. The owners must notify the Assessor's Office of their intent to request renewal at the time they request a resolution or ordinance agreeing to the renewal from the municipality or County Board. The number of renewal period requests is not limited.

**Questions regarding Class 6b may be directed to the Development Incentives Department of the Office of the Cook County Assessor, Room 301, 118 North Clark Street, Chicago, Illinois 60602, (312) 603-7529.**

# **COMMENTS FROM THE PUBLIC**

**ADJOURNMENT**