
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

NO.2022-R-055

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE SOUTH SUBURBAN LAND BANK
AUTHORITY AND THE VILLAGE OF TINLEY PARK, ILLINOIS,
COOK AND WILL COUNTIES**

**MICHAEL W. GLOTZ, PRESIDENT
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VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2022-R-055

INTERGOVERNMENTAL CONTRACT AND BY-LAWS

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

This Intergovernmental Contract and By-Laws Agreement (“Agreement”), approved by the City of Oak Forest, City of Blue Island and Village of Park Forest on September 25, 2012, 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”), is hereby adopted by the Village of Tinley Park, Illinois, Cook and Will Counties. (each a “Community” and collectively “Communities”). The land bank is 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 31st.

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 1st, 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:

Village of Tinley Park
16250 Oak Park Avenue
Tinley Park, IL, 60477
ATTN: Kimberly Clarke

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 INTENTIONALLY LEFT BLANK]

This Intergovernmental Contract and By-Laws Agreement was approved by the Corporate Authorities of The Village of Tinley Park, Illinois Cook and Will Counties on the _____ day

PASSED THIS 7th day of June, 2022.

AYES: Brady, Galante, Mahoney, Mueller, Sullivan

NAYS: None

ABSENT: Brennan

APPROVED THIS 7th day of June, 2022.


VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2022-R-055, “A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE SOUTH SUBURBAN LAND BANK AUTHORITY AND THE VILLAGE OF TINLEY PARK, ILLINOIS, COOK AND WILL COUNTIES,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 7, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 7th day of June, 2022.

VILLAGE CLERK