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**THE CITY OF BLUE ISLAND  
COOK COUNTY, ILLINOIS**

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**ORDINANCE  
NUMBER 2015-014**

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**AN ORDINANCE OF THE CITY OF BLUE ISLAND, COOK  
COUNTY, ILLINOIS, APPROVING AN AGREEMENT FOR  
REDEVELOPMENT OF 127<sup>TH</sup> STREET & VINCENNES,  
BLUE ISLAND, ILLINOIS.**

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**DOMINGO F. VARGAS, Mayor  
Randy Heuser, City Clerk**

<b>1st Ward</b>	<b>CHRISTINE BUCKNER</b>	<b>TOM HAWLEY</b>
<b>2nd Ward</b>	<b>LETICIA VIEYRA</b>	<b>FRED BILOTTO</b>
<b>3rd Ward</b>	<b>NANCY RITA</b>	<b>KEVIN DONAHUE</b>
<b>4th Ward</b>	<b>MARCIA STONE</b>	<b>CANDACE CARR</b>
<b>5th Ward</b>	<b>JANICE OSTLING</b>	<b>KENNETH PITTMAN</b>
<b>6th Ward</b>	<b>DEXTER JOHNSON</b>	<b>JAIRO FRAUSTO</b>
<b>7th Ward</b>	<b>NANCY THOMPSON</b>	<b>JAMES JOHANSON</b>

**Aldermen**

**ORDINANCE NO. 2015-014**

**AN ORDINANCE OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS,  
APPROVING AN AGREEMENT FOR REDEVELOPMENT OF  
127<sup>th</sup> STREET & VINCENNES, BLUE ISLAND, ILLINOIS**

WHEREAS, by Ordinance No. 11-149 adopted by the Mayor and City Council (the “Corporate Authorities”) of the City of Blue Island, Cook County, Illinois (the “City”) on December 13, 2011, a Tax Increment Financing Redevelopment Project and Plan (hereinafter the “Redevelopment Plan”) was approved, which Redevelopment Plan covered an area of approximately 3.21 acres commonly known as 127<sup>th</sup> Street and Vincennes, improved with a vacant store of approximately 40,000 square feet, previously occupied by a Jewel Food Store (the “Subject Property”); and,

WHEREAS, by Ordinance No. 11-150 and No. 11-151, respectively, adopted by the Corporate Authorities on December 13, 2011, the City designated the Subject Property as a “redevelopment project area” and adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 *et seq.*) (hereinafter referred to as the “Act”); and,

WHEREAS, pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.* (the “Code”), as from time to time amended, and more specifically, Sec. 8-11-20 of the Code (the “Rebate Act”), the Corporate Authorities are empowered to enter into economic incentive agreements or redevelopment agreements relating to the development or redevelopment of land within the City’s corporate limits by which the City is authorized to rebate a portion of its retailer’s occupation taxes received by the City pursuant to the Illinois Retailers’ Occupation Tax Act (35 ILCS 120/1 *et seq.*) as a direct result of such development or redevelopment; and,

**WHEREAS**, pursuant to the Business District Development and Redevelopment Law (65 ILCS 5/11-74.3 *et seq.*) (the “*Business District Act*”), by Ordinance No. 2015-011, on March 24, 2015, the Corporate Authorities established the Western Avenue Business Development District, which business district included the Subject Property, and imposed a retailers’ occupation tax and a service occupation tax in the amount of one percent (1%) to pay redevelopment costs as authorized by the Business District Act; and,

**WHEREAS**, Bluestone Single Tenant Properties, LLC, a Delaware limited liability company (the “*Developer*”), has advised the City that it has entered into an agreement to purchase the Subject Property and intends to demolish the existing structure thereon which has been vacant for over five (5) years; enter into a long term ground lease with a recognized fuel center operator to develop a convenience store of approximately 4,400 square feet which shall sell limited groceries, dispensed beverages, snack foods, and packaged beer and wine and a fuel center with no less than ten (10) multi-product fuel dispensers for automobiles and diesel vehicles; and, construct or engage a qualified operator to construct a structure of no less than 2000 square feet for retail and/or restaurant use; and,

**WHEREAS**, the Developer has demonstrated to the City that it has the knowledge, experience and expertise in the development of quick service restaurants, convenience stores and fuel centers; however, in the case of the Subject Property, it has advised the City that due to the extraordinary costs required for the development of the Subject Property including environmental remediation, demolition of the existing structure thereon and extensive site preparation, the Developer is unable to proceed with the redevelopment of the Subject Property without financial assistance from the City; and,

**WHEREAS**, the Developer has also advised the City that it is prepared to include, in its redevelopment of the Subject Property, “Green Infrastructure”, as defined in the Agreement for Redevelopment of 127<sup>th</sup> Street & Vincennes, Blue Island, Illinois (the “*Agreement*”); and,

**WHEREAS**, the City recognizes that the development of the Subject Property is of vital importance to the City given its strategic location at the prime intersection of the City’s commercial corridor and therefore is prepared to utilize the economic incentives available pursuant to the Act, the Rebate Act and the Business District Act, in order to induce the Developer to incur extraordinary costs to create a commercial center to serve the community, provide job opportunities for its citizens and increase its tax base; and,

**WHEREAS**, the City Finance Committee reviewed and discussed the proposed Agreement on April 21, 2015, and as a result of said review and discussion, voted unanimously to recommend that the City Council approve the Agreement.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and City Council of the City of Blue Island, Cook County, Illinois, as follows:

***Section 1.*** That the Agreement for Redevelopment of 127<sup>th</sup> Street & Vincennes, Blue Island, Illinois, attached hereto and made a part hereof, is hereby approved and the Mayor and City Clerk are hereby authorized to execute and deliver said Agreement on behalf of the City.

***Section 2.*** That the Mayor and City Clerk are hereby authorized and directed to undertake any and all actions as may be required to implement the terms of said Agreement.

***Section 3.*** That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

ADOPTED this 28<sup>th</sup> day of April, 2015, pursuant to a roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman BUCKNER					
Alderman HAWLEY					
Alderman VIEYRA					
Alderman BILOTTO					
Alderman RITA					
Alderman DONAHUE					
Alderman STONE					
Alderman CARR					
Alderman OSTLING					
Alderman PITTMAN					
Alderman JOHNSON					
Alderman FRAUSTO					
Alderman THOMPSON					
Alderman JOHANSON					
Mayor DOMINGO F. VARGAS					
<b>TOTAL</b>					

**APPROVED:** this 28<sup>th</sup> day of April, 2015.

\_\_\_\_\_  
**DOMINGO F. VARGAS**  
**MAYOR OF THE CITY OF BLUE ISLAND,**  
**COUNTY OF COOK AND STATE OF ILLINOIS**

**ATTESTED and Filed** in my office this  
28<sup>th</sup> day of April, 2015.

\_\_\_\_\_  
**CITY CLERK**

**PUBLISHED** in pamphlet form this  
28<sup>th</sup> day of April, 2015.

\_\_\_\_\_  
**CITY CLERK**

**AGREEMENT FOR REDEVELOPMENT OF  
127<sup>th</sup> STREET & VINCENNES, BLUE ISLAND, ILLINOIS**

**THIS AGREEMENT** dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Blue Island, Cook County, Illinois, a non-home rule municipality organized and existing pursuant to the 1970 Constitution of Illinois and the laws of this State (hereafter the “City”); and Bluestone Single Tenant Properties, LLC, a Delaware Limited Liability Company (the “Developer”).

**P R E A M B L E S:**

**WHEREAS**, by Ordinance No. 11-149 adopted by the Mayor and City Council of the City (the “*Corporate Authorities*”) on December 13, 2011, a Tax Increment Financing Redevelopment Project and Plan (hereinafter the “*Redevelopment Plan*”) was approved, which Redevelopment Plan covered an area of approximately 3.38 acres commonly known as 127<sup>th</sup> Street and Vincennes, legally described on *Exhibit A* attached hereto and made a part hereof, improved with a vacant store of approximately 40,000 square feet, previously occupied by a Jewel Food Store (the “*Subject Property*”); and,

**WHEREAS**, by Ordinance No. 11-150 and No. 11-151 adopted by the Corporate Authorities on December 13, 2011, the City designated the Subject Property as a “redevelopment project area” and adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 *et seq.*) (hereinafter referred to as the “*Act*”); and,

**WHEREAS**, pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.* (the “*Code*”), as from time to time amended, and more specifically, Sec. 8-11-20 of the Code (the “*Rebate Act*”), the Corporate Authorities are empowered to enter into economic incentive

agreements or redevelopment agreements relating to the development or redevelopment of land within the City's corporate limits by which the City is authorized to rebate a portion of its retailer's occupation taxes received by the City pursuant to the Illinois Retailers' Occupation Tax Act (35 ILCS 120/1 *et seq.*) ("*Sales Taxes*") as a direct result of such development or redevelopment; and,

**WHEREAS**, pursuant to the Business District Development and Redevelopment Law (65 ILCS 5/11-74.3 *et seq.*), the City is authorized to designate a business district, adopt a development or redevelopment plan and impose retailers' occupation tax and a service occupation tax ("*Business District Tax*") to pay business district project costs including the planning, execution and implementation of an approved business district plan (the "*Business District Act*"); and,

**WHEREAS**, by Ordinance No. 2015-011, on March 24, 2015, the Corporate Authorities established the Western Avenue Business Development District (the "*Western Avenue BDD*") and imposed a one percent (1%) Business District Tax to pay redevelopment costs as authorized by the Business District Act, which business district included the Subject Property; and,

**WHEREAS**, the Developer has advised the City that it has entered into an agreement to purchase the Subject Property and intends to close on the Subject Property and demolish the existing structure thereon which has been vacant for over five (5) years; subsequently sell or enter into a long term ground lease ("*Ground Lease*") with a recognized fuel center operator ("*Fuel Center Operator*") to develop a convenience store of approximately 4,400 square feet which shall sell limited groceries, dispensed beverages, snack foods, and packaged beer and wine (the "*Convenience Store*") a fuel center with no less than ten (10) multi-product fuel dispensers

for automobiles and diesel vehicles (the “*Fueling Center*”); and, construct or engage a qualified operator to construct a structure of no less than 2,000 square feet for retail and/or restaurant use (the “*Retail/Restaurant Use*”); and,

**WHEREAS**, the Developer has demonstrated to the City that it has the knowledge, experience and expertise in the development of retail shopping centers, quick service restaurants, convenience stores and fuel centers; however, in the case of the Subject Property, it has advised the City that due to the extraordinary costs required for the development of the Subject Property including environmental remediation, demolition of the existing structure thereon and extensive site preparation, the Developer is unable to proceed with the redevelopment of the Subject Property without financial assistance from the City; and,

**WHEREAS**, the Developer has also advised the City that it is prepared to use its best efforts to include, in its redevelopment of the Subject Property, “Green Infrastructure” (as hereinafter defined); and,

**WHEREAS**, at completion and when in operation, the Convenience Store and Fueling Center shall create approximately thirteen (13) full-time equivalent jobs and development of the Retail/Restaurant Use shall increase that number; and,

**WHEREAS**, the City recognizes that the development of the Subject Property is of vital importance to the City given its strategic location at the prime intersection of the City’s commercial corridor and therefore is prepared to utilize the economic incentives available pursuant to the Act, the Rebate Act and the Business District Act, in order to induce the Developer to incur extraordinary costs to create a commercial center to serve the community, provide job opportunities for its citizens and increase its tax base.

**NOW, THEREFORE**, for and in consideration of the premises and the mutual covenants hereinafter set forth, the parties agree as follows:

***Section I. Incorporation of Preambles.***

The Preambles set forth above are material to this Agreement and are hereby incorporated into and made a part of this Agreement as if fully restated in this Section 1.

***Section II. Statements of Understanding and Mutual Agreement.***

A. The Subject Property is located in a C-2 Highway Commercial Zoning District pursuant to the City's Zoning Ordinance and the Convenience Store, the Fueling Center and Retail/Restaurant Use are permitted uses thereunder.

B. For purposes of this Agreement, the parties agree that the term "Incremental Property Taxes" means that portion of the *ad valorem* taxes, if any, arising from real estate taxes levied upon the Subject Property, which taxes are attributable to the increases in the then current equalized assessed valuation ("*EAV*") of the Subject Property over and above the total initial EAV of the Subject Property, all as determined by the Cook County Clerk, pursuant to and in accordance with the Act. Initial EAV means the equalized assessed value of the Subject Property for calendar year 2011 certified by the Cook County Clerk, as provided in the Act.

C. The parties hereto agree that the term "Sales Taxes" means the one percent (1%) Non-Home Rule Municipal Retailers' Occupation Tax imposed upon all persons engaged in the business of selling tangible personal property as provided in Section 8-11-1.3 of the Illinois Municipal Code (the "*Code*") (65 ILCS 5/1-1-1 *et seq.*); the Non-Home Rule Municipal Service Occupation pursuant to Section 8-11-1.4 of the Code; provided, however, in the event such Non-

Home Rule Municipal Retailers' Occupation and Service Occupation Tax is discontinued by law, the parties agree that "Sales Taxes" shall mean one percent (1%) of any replacement tax.

D. The parties hereto agree that "Business District Taxes" shall mean the Municipal Retailers' Occupation Tax and the Municipal Service Occupation Tax imposed as a result of the City's adoption of the Business District Act.

E. Under the Rebate Act, in order to qualify for a rebate of all or a portion of Sales Taxes derived from the Subject Property, the City must find that the property subject to the rebate agreement, if vacant, has been vacant for at least a year, or if a building had been located thereon, such building had been demolished within the last year and did not meet applicable building codes; or, such building was underutilized; or, the property, if developed, supports buildings which do not meet current codes or are underutilized; and, as a direct result of any economic incentive agreement, the City will benefit through the retention or creation of jobs; the strengthening of its commercial environment; the enhancement of its tax base; and the development will serve as a catalyst for the commercial development of adjacent areas. The City must also find that without the financial assistance pursuant to the Rebate Act, the redevelopment of the Subject Property would not occur and also determine that the developer meets the high-standards of creditworthiness as demonstrated by corporate debentures with a Standard & Poor Rating of BBB or higher, or a Moody's Investors Rating of Baa or higher; a letter from a financial institution of \$10,000,000 or more attesting of the developer's financial strength; or, specific evidence of equity financing of or less than ten percent (10%) of the entire redevelopment. As required by the Rebate Act, the City finds as follows:

1. The Subject Property has been and has remained vacant for at least one (1) year;

2. The redevelopment of the Subject Property shall create job opportunities within the City;

3. The Redevelopment of the Subject Property will serve to further the development of adjacent areas;

4. That without incentives including the Sales Tax rebate hereinafter set forth, the Redevelopment of the Subject Property would not proceed;

5. That the Developer meets the high-standards of creditworthiness and financial strength by demonstrating that it has contributed no less than ten percent (10%) of the total cost of the redevelopment of the Subject Property;

6. That the redevelopment of the Subject Property will strengthen the commercial sector of the City;

7. That the redevelopment of the Subject Property will enhance the tax base of the City; and,

8. That this Agreement to rebate Sales Taxes is in the best interest of the City.

F. For purposes of this Agreement, the parties agree that "Green Infrastructure" shall include systems that use or mimic natural processes to infiltrate, evapotranspire, or reuse storm water or runoff from the site where it is generated using permeable pavements, bioswales, rain gardens, vegetated or "green" roofs, rain barrels and cisterns.

G. In the event that the Developer enters into a Ground Lease with a Fuel Center Operator, the term of the lease shall be no less than fifteen (15) years.

### ***Section III. Redevelopment Plan for Convenience Store and Fueling Center.***

The commitments of the City as hereinafter set forth in Section IV hereof, are contingent upon the following:

A. The Developer has submitted final civil engineering plans for the Convenience Store and Fueling Center, received comments on such plans from the City and shall submit revised final civil engineering for final approval by the City on or before July 1, 2015. Developer submitted civil engineering plans to the Metropolitan Water Reclamation District (the "MWRD") on April 22, 2014 (MWRD Log-In #15-123) and shall submit such plans to the Illinois Department of Transportation ("IDOT") for permitting on or before June 1, 2015;

B. The Developer received conditional approval from the Illinois Environmental Protection Agency ("IEPA") for its Focused Site Investigation Report on April 15, 2015 and shall submit its Remedial Objective Report ("ROR") to the IEPA on or before May 15, 2015. Upon approval of the ROR by the IEPA, Developer shall timely submit its Corrective Action Plan for the cleanup of heavy metals contamination that currently exists at the Subject Property consistent with the requirements of the approved ROR. Upon approval of the Corrective Action Plan by the IEPA, Developer shall execute the remediation activities detailed therein and, upon completion, submit a request for a No Further Remediation letter for the Subject Property, on or before June 30, 2018. Developer hereby agrees to diligently pursue all required IEPA approvals.

C. On or before July 1, 2015, Developer shall submit to the City for final approval all engineering plans for the Convenience Store and Fueling Center addressing the City's comments referenced in Section III A above and incorporating the modifications, if any, required for final City, MWRD and IDOT approval. Developer shall also provide the City with a budget for the estimated costs redevelopment of the Subject Property, including the Retail/Restaurant Use, in an amount not less than \$7,000,000 which budget shall include approximately \$100,000 for Green Infrastructure.

D. On or before September 1, 2015 (the "*Acquisition & Financing Deadline*"), Developer shall provide the City with (i) proof that Developer has acquired the Subject property, and (ii) proof that Developer or the Fuel Center Operator has sufficient financing to proceed with the construction of the convenience Store and Fueling Center. Notwithstanding the foregoing, in the event that Developer has not received the requisite permits and approvals from MWRD, IDOT or IEPA by August 1, 2015, the Acquisition & Financing Deadline shall be extended day-for-day for each day after August 1, 2015, that it takes the MWRD, IDOT and IEPA to issue the requisite permits and approvals for the project until December 31, 2015, but no later.

E. On or before December 31, 2016, Developer or the Fuel Center Operator shall have submitted to the City for their review and approval a complete set of building plans, structural fuel canopy plans, site and landscape plans and a building permit application for the Convenience Store and Fueling Center in accordance with all approved final plans, MWRD and IDOT permits, the requirements of City Code and the C-2 Highway Commercial Zoning District. Developer acknowledges that it has entered into a long term ground lease with a term no less than fifteen (15) years with Thorntons Inc. of Louisville, KY that contains certain contingencies. In the event that Thorntons' waives the contingencies contained in the pending lease, the building plans referenced above shall be consistent with the architectural rendering attached hereto as Exhibit B and made a part hereof. In the event that Thorntons terminates the pending lease due to the inability to satisfy its contingencies, the building plans for the replacement Fuel Center Operator shall be consistent with the architectural rendering attached hereto as Exhibit C and made a part hereof. The site plan for the Convenience Store and Fueling Center shall be consistent with the concept rendering attached hereto as Exhibit D. The landscape plan for the

Convenience Store and Fueling Center shall be consistent with the drawing attached hereto as Exhibit E

F. On or before April 1, 2107, Developer or the Fuel Center Operator shall have commenced construction of the Convenience Store and Fueling Center at the Subject Property in accordance with the approved building permits, and the requirements of this Agreement; and, on or before December 31, 2017, have completed the construction of the Convenience Store and Fueling Center, received a certificate of occupancy for the facility, and have commenced the operation of the Convenience Store and Fueling Center

G. On or before June 1, 2017, the City shall have received an application for the Special Use Permit for a Planned Development, from the Developer or an approved assignee for the Retail/Restaurant Use; and have been issued the certificate of occupancy on or before December 31, 2018. It should also be clear in this provision that in the event that Developer does not meet the foregoing deadlines, it is forfeiting the right to collect the incentive amount allocated to the development of the Retail/Restaurant Use not the entire economic incentive for the project.

***Section IV. Commitments to the Developer on the Part of the City.***

A. Upon approval and execution of this Agreement, the City shall establish the "Bluestone Account" (which account shall be deemed automatically created as a part of the ordinance approving this agreement) into which it shall deposit an amount equal to fifty percent (50%) of the Sales Taxes received as a result of the operation of the Convenience Store, Fueling Center and Retail/Restaurant Use, which, in the sole discretion of the City, may be funded from Sales Taxes, or Business District Taxes, so long as the amount deposited into the Bluestone

Account, as calculated on a semi-annual basis, is equal to fifty percent (50%) of the Sales Taxes generated from all business operations on the Subject Property.

B. The City shall also deposit into the Bluestone Account ninety percent (90%) of the Incremental Real Estate Taxes derived from the Subject Property as a result of the City's adoption of the Act.

C. So long as no event of default has occurred and is continuing as provided in Section XVI hereof, the City shall continue to make the foregoing deposit into the Bluestone Account and make semi-annual distributions to the Developer until the earlier of the May 31, 2030 or payment of \$1,500,000 to the Developer for redevelopment project costs, including the acquisition of the Subject Property; which expenses are hereby acknowledged as eligible "redevelopment project costs" under the Act or the Business District Act, subject to the following:

1. The maximum amount of \$1,500,000 to be distributed to the Developer during the term of this Agreement shall be reduced to \$1,250,000 in the event the Developer fails to construct, complete and commence the operation of the Retail/Restaurant Use within the dates set forth in Section IV hereof; and,

2. The amount of \$1,500,000 shall also be reduced by one dollar (\$1.00) for each dollar less than \$100,000 the Developer fails to expend for the installation of Green Infrastructure in connection with the redevelopment of the Subject Property.

D. So long as no event of default has occurred and is continuing as provided in Section XV of this Agreement, the city shall distribute to the Developer on May 1 and October 1 each year during the term of this Agreement, all sums held in the Bluestone Account until the

earlier of December 31, 2030 or a maximum amount of \$1,500,000 (or such reduced amount pursuant to C. above) has been received by the Developer.

IT IS UNDERSTOOD AND AGREED THAT THE FOREGOING COMMITMENT OF THE CITY TO REIMBURSE THE DEVELOPER FOR COSTS INCURRED IN CONNECTION WITH THE REDEVELOPMENT OF THE SUBJECT PROPERTY IS A LIMITED OBLIGATION OF THE CITY PAYABLE SOLELY FROM FUNDS IN THE BLUESTONE ACCOUNT AND IS NOT SECURED BY THE FULL FAITH AND CREDIT OF THE CITY.

B. The City acknowledges that the operator of the Convenience Store shall be seeking a license to sell packaged beer and wine from the City and the State of Illinois. The City shall create and provide a license for the retail sale of packaged beer and wine to the operator of the Convenience Store provided that the operator is able to fully comply with all liquor control laws, ordinances, rules and/or regulations of the City and the State of Illinois.

***Section V. Developer's Covenants.***

The Developer hereby covenants and agrees as follows:

- A. The Developer or its successors and assigns shall deliver to the City such authorization as may be required by the Illinois Department of Revenue to permit it to report to the City a record of all Sales Taxes collected and paid by all of the businesses operating at the Subject Property.
- B. The Developer or its successor and assigns shall deliver to the City during the time of this Agreement, all real estate tax bills commencing with the 2014 bill payable in 2015 for all tax parcels included in the Subject Property.
- C. The City shall not, under any circumstances, be required to impose a sales or other tax for the purpose of providing funds for deposit into the Bluestone Account for

reimbursement to the Developer as hereinabove provided in the event Sales Taxes are eliminated by law, unless a replacement for the Sales Taxes has been provided by law.

- D. The Developer shall, at all times, acquire, install, construct, operate and maintain the Subject Property in conformance with all applicable laws, rules, ordinances and regulations. All work with respect to the redevelopment of the Subject Property shall conform to all applicable federal, state and local laws, regulations and ordinances, including, but not limited to, zoning, subdivision and planned development codes, building codes, environmental laws (including any law relating to public health, safety and the environment, and the amendments, regulations, orders, decrees, permits, licenses or deed restrictions now or hereafter promulgated thereunder), life safety codes, property maintenance codes and any other applicable codes and ordinances of the City in effect from time to time.
- E. The Developer shall pay the City the customary permit, inspection review and tap-on fees due and payable in connection with the redevelopment of the Subject Property in effect at the date of execution of this Agreement, unless such fees are subsequently reduced by the City, in which case the Developer shall only be required to pay the amount of such reduced fees.
- F. The Developer shall pay, when due, all license fees, assessments, real estate taxes, Sales Taxes, Business District Taxes, utility bills and all other legally assessed charges pertaining to the Subject Property.

- G. The Developer will comply with all federal, state and local laws relating to equal employment opportunity. To the extent permitted by law, Developer will use reasonable efforts to employ qualified residents of the City. The Developer will, in all solicitations or advertisements for employees placed by or on behalf of Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. Any contracts made by Developer with any general contractor, agent, employee, independent contractor in connection with the Subject Property shall contain such language.
- H. To the extent required by the Prevailing Wage Act of the State of Illinois (820 ILCS 130/0.01 *et seq.*), the Developer shall pay applicable "Prevailing Wage Rates" to any worker employed in connection with the redevelopment of the Subject Property.
- I. The Developer will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and standing as a Delaware corporation, so long as Developer maintains an interest in the Property or has any other remaining obligation pursuant to the terms of this Agreement.
- J. The Developer and its successors and assigns agree not to challenge any real estate tax assessments on taxes levied against the Subject Property during the term of this Agreement unless the real estate tax assessment increases more than ten percent (10%) in any year.

***Section VI. Time; Force Majeure.***

Time is of the essence of this Agreement, provided, however, a party shall not be deemed in material breach of this Agreement with respect to any obligations of this Agreement on such

party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, weather conditions, wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, acts of terrorism, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party ("*Force Majeure*"). If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate same and consult with the party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.

***Section VII. Assignment.***

This Agreement may not be assigned by the Developer without the prior written consent of the City, which consent shall not be unreasonably withheld; provided, however, the Developer shall have the right, without City consent, to assign this Agreement to the Fuel Center Operator or an entity in which the Developer owns no less than fifty percent (50%).

***Section VIII. Term.***

This Agreement shall commence upon the date of its approval and shall terminate upon the earlier of December 31, 2030, or distribution by the city of an amount not to exceed \$1,500,000 as may be reduced pursuant to Section IV C.

***Section IX. Developer Indemnification; Defense of this Agreement.***

A. The Developer shall indemnify and hold harmless the City, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly from the failure of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee thereof is hired by the Developer) to timely pay any contractor, subcontractor, laborer or materialman; from any default or breach of the terms of this Agreement by the Developer; or from any negligence or reckless or willful misconduct of the Developer or agent or employee thereof (so long as such agent or employee is hired by the Developer). The Developer shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City, its agents, officers, officials or employees in any such action, the Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct or other wrongful conduct on the part of the City or any of its officers, agents, employees or contractors.

B. If, during the term of this Agreement, any lawsuits or other proceedings are filed or initiated against a party before any court, commission, board, bureau, agency, unit of government, arbitrator, or other instrumentality, that may materially affect or inhibit the ability

of either party to perform its obligations under, or otherwise to comply with, this Agreement (“*Litigation*”), the party against which the *Litigation* is filed or initiated shall promptly deliver a copy of the complaint or charge related thereto to the other parties and shall thereafter keep the other parties fully informed concerning all aspects of the *Litigation*. Each party shall, to the extent necessary, cooperate with the other party. In such event the Developer, on notice from City shall assume, fully and vigorously, the entire defense of such lawsuit and all expenses of whatever nature relating thereto; provided, however:

(i) neither party shall make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, which would impose any liability on the other party, without the prior approval of that party; and,

(ii) if the City, in its sole discretion, determines there is, or may probably be, a conflict of interest between City and the Developer, on an issue of importance to the City having a potentially substantial adverse effect on the city, then the City shall have the option of being represented by its own legal counsel. In the event the City exercises such option, then Developer shall reimburse the city from time to time on written demand from the Mayor of the City and notice of the amount due for any expenses, including, but not limited to, court costs, attorneys’ fees and witnesses’ fees, and other expenses of litigation, incurred by the City in connection therewith.

The City and Developer each agree to use their respective best efforts to defend the validity of this Agreement, and all ordinances and resolutions adopted and agreements executed pursuant to this Agreement, including every portion thereof and every approval given, and every action taken, pursuant thereto.

**Section X. No waiver by Delay or Otherwise.** Any delay by either party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that neither party should be deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver, in fact, made with respect to any specific default be considered or treated as a waiver of the rights by the waiving party of any future default hereunder, except to the extent specifically waived in writing. No waiver made with respect to the performance, nor the manner or time thereof, of any obligation or any condition under the Agreement shall be considered a waiver of any rights except if expressly waived in writing.

**Section XI. Notices.** All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be given, in writing, at the addresses set forth below, by any of the following means: (a) personal service, (b) electronic communications, whether by email, telex, telegram or telecopy, (c) overnight courier, or (d) registered first class mail, postage prepaid, return receipt requested.

**If to City:** City of Blue Island  
13501 Greenwood Avenue  
Blue Island, Illinois 60406

**With a copy to:** Kathleen Field Orr  
Kathleen Field Orr & Associates  
53 West Jackson Blvd., Suite 964  
Chicago, Illinois 60604

**If to BSTP, Inc.:** Richard Claes  
Bluestone Single Tenant Properties, LLC  
400 North Michigan Avenue, Suite 800  
Chicago, Illinois 60611

*With a copy to:*

Thomas R. Burney  
Zanck, Coen, Wright & Saladin, P.C.  
40 Brink Street  
Crystal Lake, Illinois 60014

The parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents or other communications shall be sent. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (d) shall be deemed received on the day immediately following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (d) shall be deemed received forth-eight (48) hours following deposit in the mail.

***Section XII. Integration.*** Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties.

***Section XIII. Counterparts.*** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

***Section XIV. Severability.*** If any provision of this Agreement, or any Section, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held to be invalid, the remainder of this Agreement shall be construed as if such invalid part were never included

herein, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

***Section XV. Remedies – Liability.***

A. If, in the City's judgment, the Developer is in material default of this Agreement, the City shall provide the Developer with a written statement indicating in adequate detail any failure on the Developer's part to fulfill any of its obligations under this Agreement. Except as required to protect against further damages, the City may not exercise any remedies against the Developer in connection with such failure until thirty (30) days after giving such notice. If by its nature such default cannot reasonably be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the Developer diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

B. If the Developer materially fails to fulfill its obligations under this Agreement after notice is given by the City and any cure periods described in paragraph (a) above have expired, the City may elect to terminate this Agreement or exercise any right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against the Developer, or any

voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or unable to pay the Developer's debts (and, in the case of an involuntary proceeding such proceeding is not vacated or dismissed within 60 days of being filed), or the Developer makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Developer or for the major part of the Developer's property anywhere situated, the City may elect, to the extent such election is permitted by law and is not unenforceable under applicable federal bankruptcy laws, but is not required, with or without notice of such election and with or without entry or other action by the City, to forthwith terminate this Agreement.

C. If, in the Developer's judgment, the City is in material default of this Agreement, the Developer shall provide the City with a written statement indicating in adequate detail any failure on the City's part to fulfill its obligations under this Agreement. The Developer may not exercise any remedies against the City in connection with such failure until thirty (30) days after giving such notice. If by its nature such default cannot reasonably be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the City diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the Developer in asserting any of their rights or remedies as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach of shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

D. In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to the equitable remedy of an action for specific performance; provided, however, no recourse under or upon any obligation contained herein or for any claim based thereon shall be had against the City, its officers, agents, attorneys, representatives or employees in any amount or in excess of any specific sum agreed to be paid by the City hereunder, and no liability, right or claim at law or in equity shall be attached to or incurred by the City, its officers, agents, attorneys, representatives or employees in any amount in excess of any specific sums agreed by the City to be paid hereunder and any such claim is hereby expressly waived and released as a condition of and as consideration for the execution of this Redevelopment Agreement by the City. Notwithstanding the foregoing, in the event either party shall institute legal action against the other party because of a breach of any Redevelopment Agreement or obligation contained in this Redevelopment Agreement, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

E. The rights and remedies of the parties are cumulative and the exercise by a party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or for any other default by the other party.

***Section XVI. Amendment.***

This Agreement, and any exhibits attached to this Agreement, may be amended only in a writing signed by all the parties with the adoption of any ordinance or resolution of the City

approving said amendment, as provided by law, and by execution of said amendment by the parties or their successors in interest.

***Section XVII. Choice of Law; Venue.***

This Agreement shall be governed by the laws of the State of Illinois and the venue for any action shall be in the Circuit Court of Cook County, Illinois.

***Section XVIII. Third Parties.***

Nothing in this Agreement whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other person other than the City and Developer nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either the City and the Developer nor shall any provision give any third parties any rights or subrogation or action over or against either the City or Developer. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

***Section XIX. Successors in Interest.***

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective authorized successors and assigns.

***Section XX. No Joint Venture, Agency or Partnership Created.***

Nothing in this Agreement, or any actions of the parties to this Agreement, shall be construed by the parties or any third person to create the relationship of a partnership, agency or joint venture between or among such parties.

IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be executed by their duly authorized officers on the above date at Blue Island, Illinois.

City of Blue Island, an Illinois  
municipal corporation

By: \_\_\_\_\_  
Mayor

*Attest:*

\_\_\_\_\_  
City Clerk

Bluestone Single Tenant Properties, LLC, a  
Delaware Limited Liability Company

By: \_\_\_\_\_  
Managing Partner

*Attest:*

\_\_\_\_\_

*Exhibit A*  
*Legal Description*

**EXHIBIT A**  
**LEGAL DESCRIPTION**

THE WEST HALF OF LOT 4, ALL OF LOTS 5, 10, 11, 12, 13, THE WEST 50 FEET OF LOTS 14 AND 15, ALL OF LOTS 16, 17, AND 18 (EXCEPTING FROM AFORESAID LOTS 13 AND 15 TO 18, BOTH INCLUSIVE, THAT PART THEREOF CONDEMNED BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS IN CASE NO 74L5048) IN BLOCK 4 IN FAIRMOUNT, A SUBDIVISION OF LOTS 2 AND 3 OF THE ASSESSOR'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO

LOTS 1 TO 15, BOTH INCLUSIVE, AND ALL OF THE VACATED 16 FOOT PUBLIC ALLEY LYING WESTERLY OF AND ADJOINING THE WESTERLY LINE OF AFORESAID LOTS 1 TO 15 AND LYING EASTERLY OF AND ADJOINING THE EASTERLY LINE AND SAID EASTERLY LINE EXTENDED SOUTHWESTERLY TO ITS POINT OF INTERSECTION WITH A LINE DRAWN 8 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE THEREOF, OF LOT 9 AND ALL OF VACATED 8 FOOT PUBLIC ALLEY SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 1 TO 9, LYING EAST OF THE WEST LINE OF LOT 1 EXTENDED SOUTH AND WESTERLY OF THE EASTERLY LINE OF LOT 9 EXTENDED SOUTHWESTERLY, IN CANAVAN'S RESUBDIVISION OF LOTS 1, 2, 3 AND THE EAST 1/2 OF LOT 4 IN BLOCK 4 IN FAIRMOUNT AFORESAID;

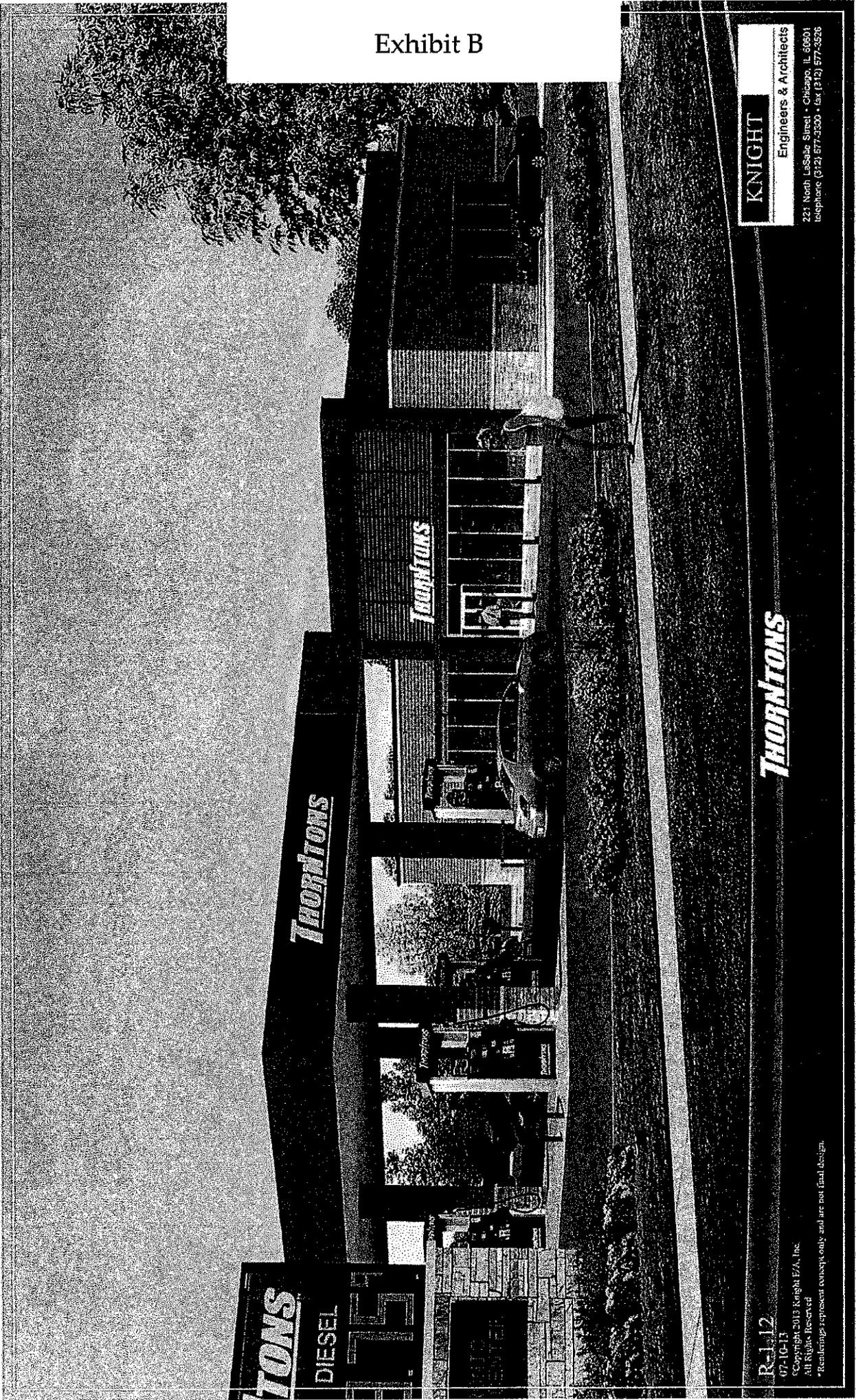
ALSO

LOT 14 (EXCEPT THE WEST 50 FEET THEREOF) AND LOT 15 (EXCEPT THE WEST 50 FEET THEREOF) IN BLOCK 4 IN FAIRMOUNT, A SUBDIVISION OF LOTS 2 AND 3 IN THE ASSESSOR'S DIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT FROM SAID LOTS 14 AND 15 THAT PORTION TAKEN FOR ROAD PURPOSES IN CONDEMNATION CASE NO. 74L5048) IN COOK COUNTY, ILLINOIS.

*Exhibit B*

*Thorntons Architectural Rendering*

Exhibit B



**KNIGHT**  
Engineers & Architects  
221 North LaSalle Street • Chicago, IL 60601  
Telephone (312) 577-3300 • Fax (312) 577-3528

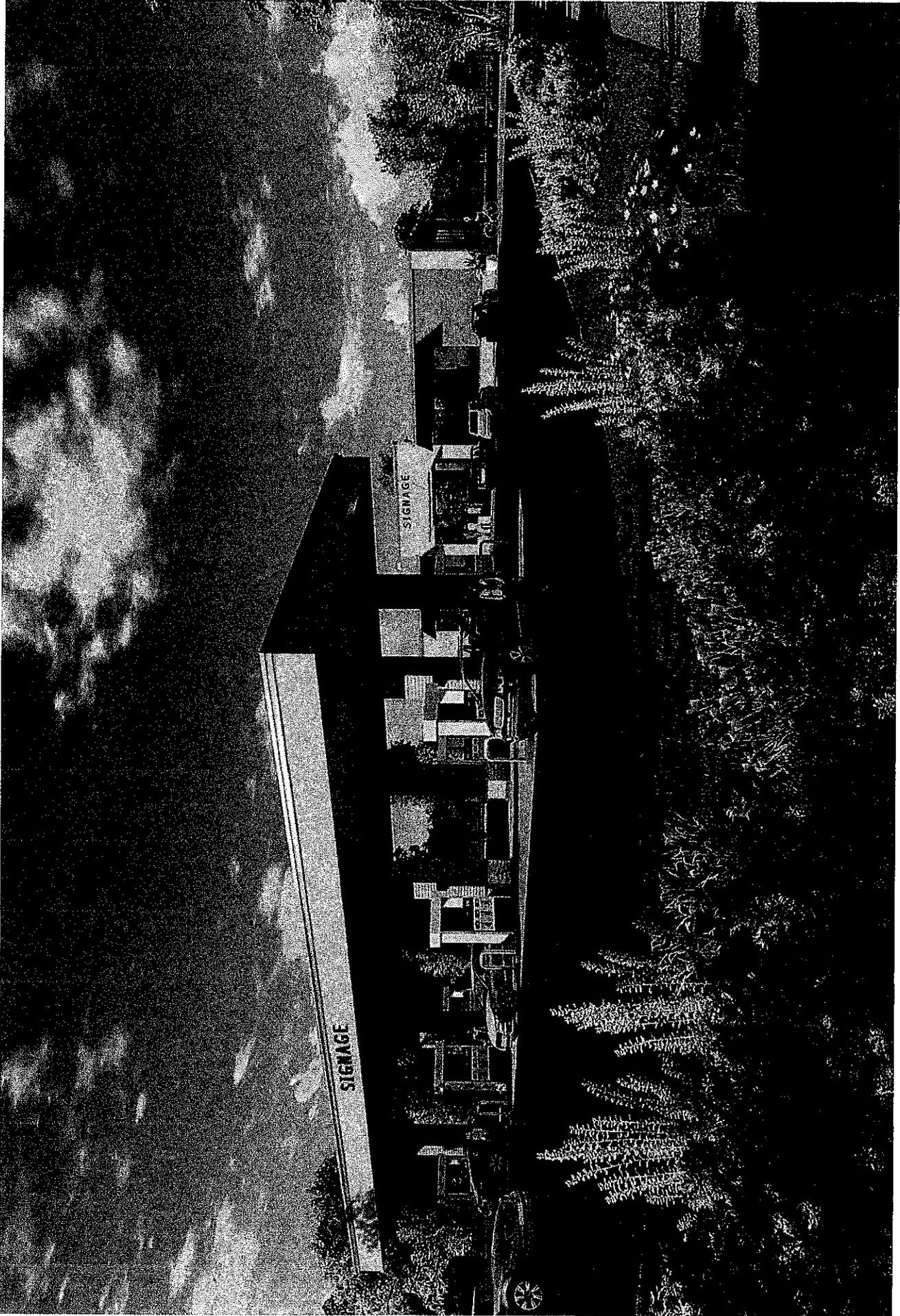
**THORNTONS**

R-1-12  
07-10-13  
©Copyright 2013 Knight E/A, Inc.  
All Rights Reserved  
\*Renderings represent concepts only and are not final design.

*Exhibit C*

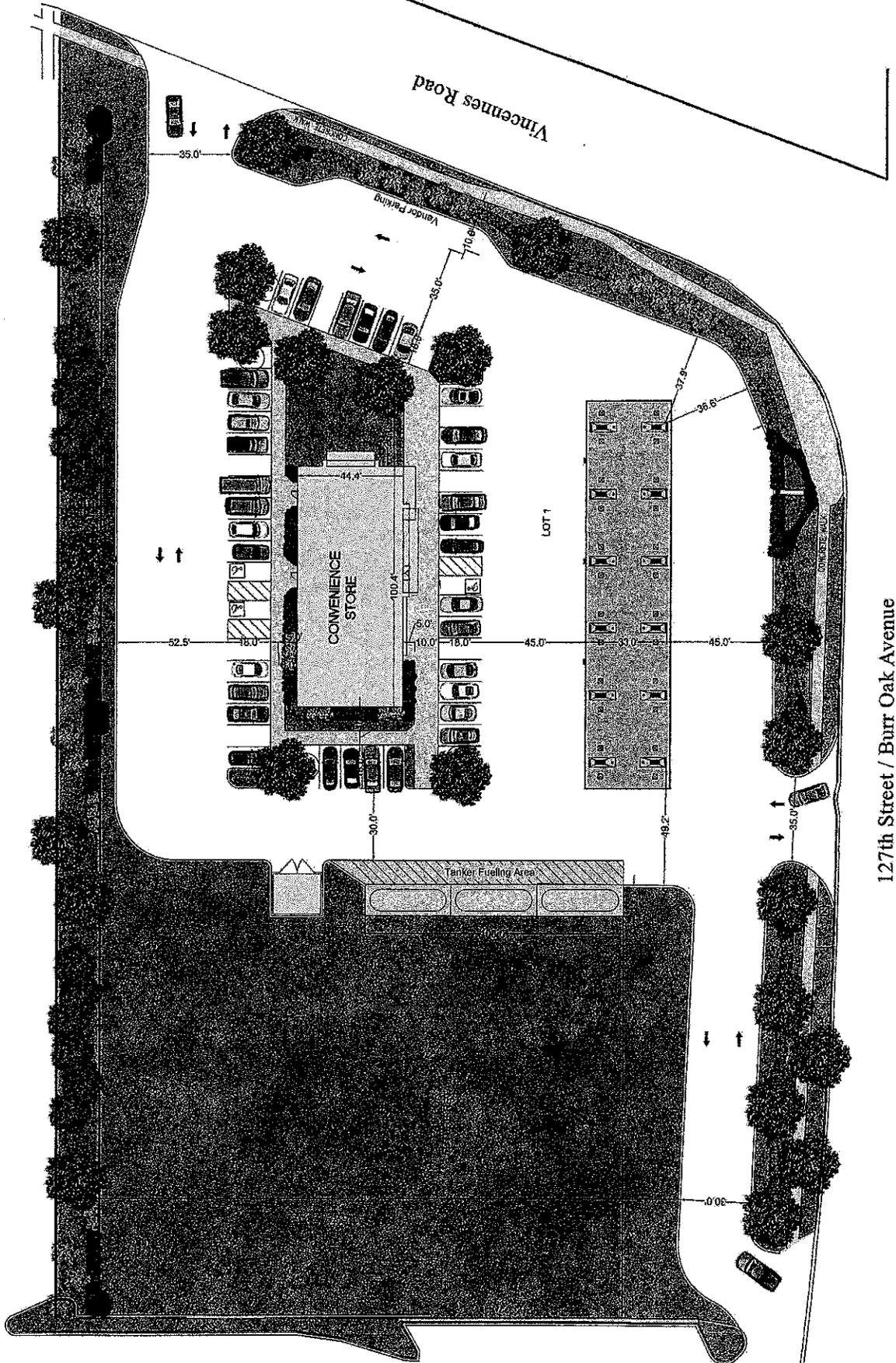
*Alternative Fuel Center Operator Architectural Rendering*

Exhibit C



*Exhibit D*  
*Concept Site Plan*

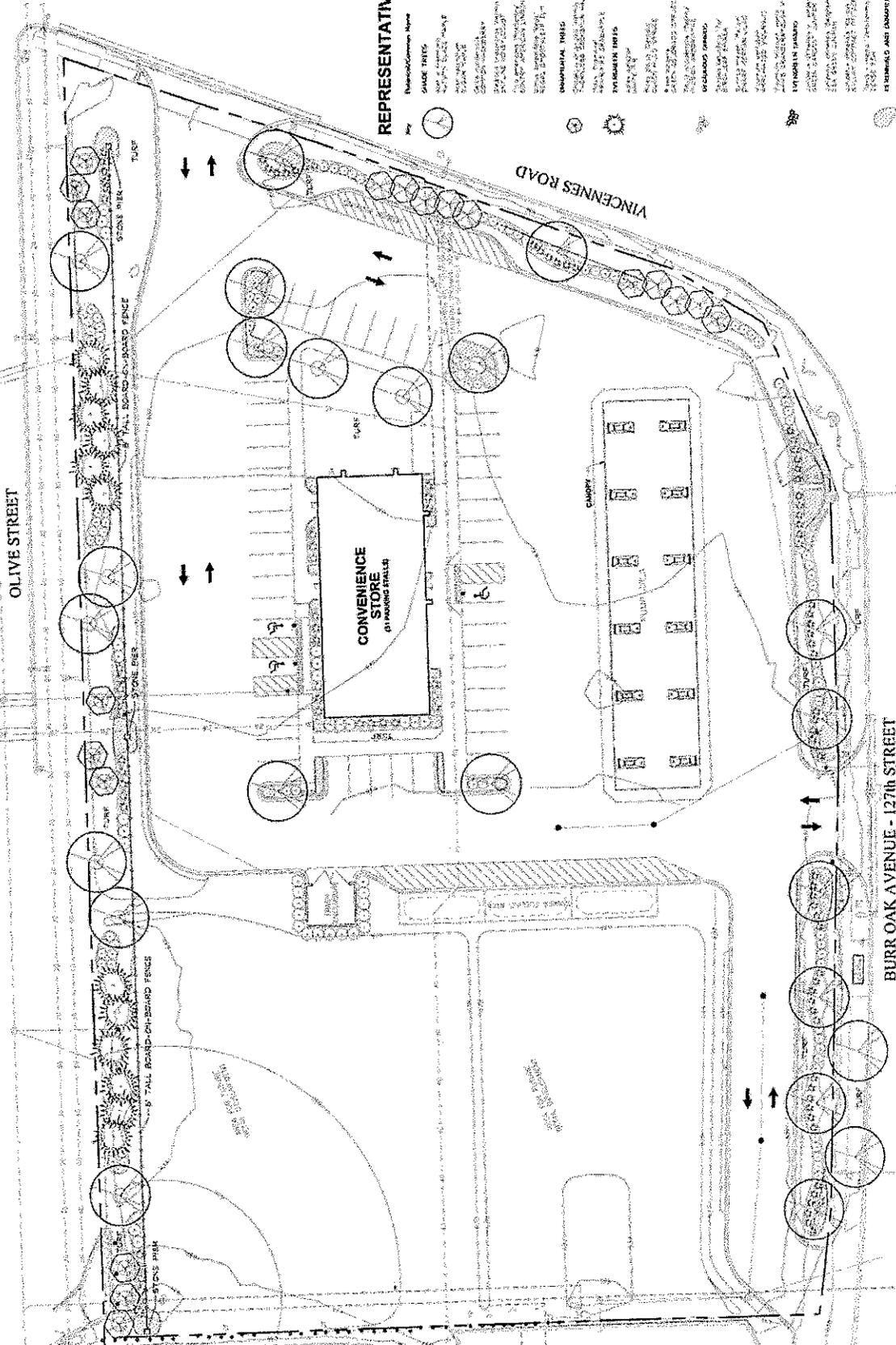
# Exhibit D



127th Street / Burr Oak Avenue

*Exhibit E*  
*Proposed Landscape Plan*

# Exhibit E



## REPRESENTATIVE PLANT LIST

Plant/Species Name	Size	Quantity
SHADE TREES		
1. 10' DB	1	1
2. 10' DB	1	1
3. 10' DB	1	1
4. 10' DB	1	1
5. 10' DB	1	1
6. 10' DB	1	1
7. 10' DB	1	1
8. 10' DB	1	1
9. 10' DB	1	1
10. 10' DB	1	1
11. 10' DB	1	1
12. 10' DB	1	1
13. 10' DB	1	1
14. 10' DB	1	1
15. 10' DB	1	1
16. 10' DB	1	1
17. 10' DB	1	1
18. 10' DB	1	1
19. 10' DB	1	1
20. 10' DB	1	1
21. 10' DB	1	1
22. 10' DB	1	1
23. 10' DB	1	1
24. 10' DB	1	1
25. 10' DB	1	1
26. 10' DB	1	1
27. 10' DB	1	1
28. 10' DB	1	1
29. 10' DB	1	1
30. 10' DB	1	1
31. 10' DB	1	1
32. 10' DB	1	1
33. 10' DB	1	1
34. 10' DB	1	1
35. 10' DB	1	1
36. 10' DB	1	1
37. 10' DB	1	1
38. 10' DB	1	1
39. 10' DB	1	1
40. 10' DB	1	1
41. 10' DB	1	1
42. 10' DB	1	1
43. 10' DB	1	1
44. 10' DB	1	1
45. 10' DB	1	1
46. 10' DB	1	1
47. 10' DB	1	1
48. 10' DB	1	1
49. 10' DB	1	1
50. 10' DB	1	1
51. 10' DB	1	1
52. 10' DB	1	1
53. 10' DB	1	1
54. 10' DB	1	1
55. 10' DB	1	1
56. 10' DB	1	1
57. 10' DB	1	1
58. 10' DB	1	1
59. 10' DB	1	1
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72. 10' DB	1	1
73. 10' DB	1	1
74. 10' DB	1	1
75. 10' DB	1	1
76. 10' DB	1	1
77. 10' DB	1	1
78. 10' DB	1	1
79. 10' DB	1	1
80. 10' DB	1	1
81. 10' DB	1	1
82. 10' DB	1	1
83. 10' DB	1	1
84. 10' DB	1	1
85. 10' DB	1	1
86. 10' DB	1	1
87. 10' DB	1	1
88. 10' DB	1	1
89. 10' DB	1	1
90. 10' DB	1	1
91. 10' DB	1	1
92. 10' DB	1	1
93. 10' DB	1	1
94. 10' DB	1	1
95. 10' DB	1	1
96. 10' DB	1	1
97. 10' DB	1	1
98. 10' DB	1	1
99. 10' DB	1	1
100. 10' DB	1	1



**BUILDING FOUNDATION 360 L.F.**  
 TOTAL AREA: 5,000 S.F.  
 BUILDING AREA: 1,500 S.F.  
 PARKING AREA: 3,500 S.F.  
 LANDSCAPE AREA: 1,000 S.F.

**INTERIOR PARKING LOT LANDSCAPE**  
 TOTAL AREA: 3,500 S.F.  
 TREES: 10 (10' DB), 10 (8' DB), 10 (6' DB)  
 SHRUBS: 20 (6' DB), 20 (4' DB)  
 LANDSCAPE REQUIREMENTS: 2 TREES & 4 SHRUBS PER 100 SQUARE FEET OF PARKING AREA.  
 PREPARED BY: [Firm Name], [Address], [City, State, Zip]  
 DATE: [Date]

**PARKING LOT PERIMETER LANDSCAPE**  
 TOTAL AREA: 1,000 S.F.  
 TREES: 5 (10' DB), 5 (8' DB), 5 (6' DB)  
 SHRUBS: 10 (6' DB), 10 (4' DB)  
 LANDSCAPE REQUIREMENTS: 1 TREE & 2 SHRUBS PER 100 SQUARE FEET OF PERIMETER AREA.  
 PREPARED BY: [Firm Name], [Address], [City, State, Zip]  
 DATE: [Date]

**127TH STREET 350 L.F.**  
 TREES: 10 (10' DB), 10 (8' DB), 10 (6' DB)  
 SHRUBS: 20 (6' DB), 20 (4' DB)  
 LANDSCAPE REQUIREMENTS: 1 TREE & 2 SHRUBS PER 100 SQUARE FEET OF PERIMETER AREA.  
 PREPARED BY: [Firm Name], [Address], [City, State, Zip]  
 DATE: [Date]

**VINCENNES ROAD 314 L.F.**  
 TREES: 10 (10' DB), 10 (8' DB), 10 (6' DB)  
 SHRUBS: 20 (6' DB), 20 (4' DB)  
 LANDSCAPE REQUIREMENTS: 1 TREE & 2 SHRUBS PER 100 SQUARE FEET OF PERIMETER AREA.  
 PREPARED BY: [Firm Name], [Address], [City, State, Zip]  
 DATE: [Date]

ADOPTED this 28th day of April, 2015, pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Buckner-Cheatle			X		
Hawley	X				
Vieyra	X				
Bilotto	X				
Rita	X				
Donahue	X				
Stone	X				
Carr	X				
Ostling	X				
Pittman	X				
Johnson			X		
Frausto	X				
Thompson			X		
Johanson	X				
Vargas (Mayor)					
TOTAL	11		3		

APPROVED by the Mayor on April 28, 2015.

*Domingo F. Vargas*

\_\_\_\_\_  
MAYOR OF THE CITY OF BLUE ISLAND,  
COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED and Filed in my office this

28th day of April, 2015.

*Randy Hensen*  
\_\_\_\_\_  
CITY CLERK

PUBLISHED in pamphlet form this

28th day of April, 2015.

*Randy Hensen*  
\_\_\_\_\_  
CITY CLERK

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK         )

**CERTIFICATION**

I, RANDY HEUSER, DO HEREBY CERTIFY THAT I am the duly elected City Clerk of the City of Blue Island, Illinois, and as such City Clerk, I am the keeper of the minutes and records of the Proceedings of the City Council of said City and have in my custody the ORDINANCES and BOOKS of the records of said City.

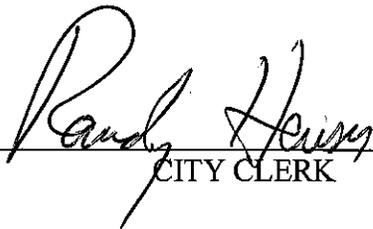
I DO FURTHER CERTIFY that the attached and foregoing is a true and correct copy of the certain **ORDINANCE: AN ORDINANCE OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, APPROVING AN AGREEMENT FOR REDEVELOPMENT OF 127<sup>TH</sup> STREET & VINCENNES, BLUE ISLAND, ILLINOIS.**

**ORDINANCE NO. 2015 – 014** which was adopted at a regular meeting of the City Council of the City of Blue Island, Illinois held on the **28h day of April, 2015**; that at said meeting **11** Aldermen were present; that at said meeting, on motion duly made and seconded that the Ordinance did pass and on the roll being called the vote of each Aldermen present on the question of the passage of said Ordinance was duly and separately taken by Ayes and Nays and their names and votes recorded in the minutes of the proceedings of said City Council; that it appears from such record that **11** Alderman voted Aye and **0** Alderman voted Nay and **0** Alderman voted Abstain and **3** Alderman Absent.

**I DO FURTHER CERTIFY** that the original Ordinance of which the foregoing is a true copy, is entrusted to my care for safe keeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of the **28th day of April, 2015.**

CORPORATE SEAL

  
\_\_\_\_\_  
CITY CLERK

STATE OF ILLINOIS     )  
                                  )  
COUNTY OF COOK        )     ss.

CERTIFICATE

I, Randy Heuser, certify that I am the duly elected and acting Municipal Clerk of the City of Blue Island of Cook County, Illinois.

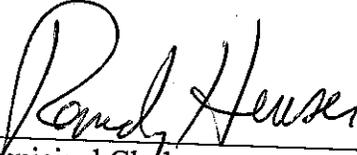
I further certify that on **April 28, 2015** the Corporate Authorities of such municipality passed and approved Ordinance No. **2015 - 014** entitled: **AN ORDINANCE OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, APPROVING AN AGREEMENT FOR REDEVELOPMENT OF 127<sup>TH</sup> STREET & VINCENNES, BLUE ISLAND, ILLINOIS.**

Which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. **2015 - 014** including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance posted in the municipal building commencing on **April 28, 2015** and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

DATED at Blue Island, Illinois, this **28th** day of **April, 2015.**

(SEAL)

  
\_\_\_\_\_  
Municipal Clerk



**Bluestone Single Tenant Properties Redevelopment Agreement**  
**04/28/2015**

I. Introduction and Purpose

The City of Blue Island has negotiated a Redevelopment Agreement (RDA) with Bluestone Single Tenant Properties (BSTP) for the redevelopment of the northwest corner of Burr Oak Avenue and Vincennes Road. The proposed development would demolish the existing 40,000 SF former Jewel store and redevelop the site with a fuel center and convenience store plus a second site to be redeveloped for retail or restaurant use.

II. Discussion/Highlights

BSTP is purchasing the site from Albertsons and has a lease agreement with Thorntons to operate the fuel center and convenience store. Provided BSTP meets its contingencies, they will close on the property and have a final agreement with Thorntons by September 1, 2015. Demolition and site remediation would begin in Fall 2015 and construction in Spring 2016. The RDA requires BSTP to provide proof of a minimum \$7,000,000 investment cost.

BSTP has requested an economic incentive of 50% sales tax rebate plus 90% of TIF 6 funds (which boundaries are limited to this site alone). Blue Island has agreed to a rebate incentive up to \$1,500,000. If the second site is not developed by December 31, 2018 the incentive is reduced to \$1,250,000. Additionally, the incentive includes \$100,000 for the install green infrastructure—failure to install would further reduce the total incentive. The minimum incentive is \$1,150,000, approximately 16% of the minimum development costs.

III. Conclusion and Recommendation

Finance Committee has recommended approval of the Redevelopment Agreement with Bluestone Single Tenant Properties.

Staff contact: Jason Berry, ACIP, Deputy Director of Community Development  
Email: [jberry@cityofblueisland.org](mailto:jberry@cityofblueisland.org)

# Extraordinary Project Costs

Extraordinary Cost or Expense	Amount
Design & Architecture	\$ 250,000
Incremental Site Preparation, Landscaping & Fencing	\$ 125,000
Building & Site Demolition, Asbestos Removal, Fill Basement	\$ 475,000
Environmental Engineering & Remediation	\$ 400,000
Cook County Tax Structure & Land Cost - "Barrier to Entry"	\$ 250,000
Total Extraordinary Project Costs	\$ 1,500,000