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

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**RESOLUTION  
NUMBER 2016-024**

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**A RESOLUTION AUTHORIZING EXECUTION OF  
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF  
BLUE ISLAND AND CERTAIN MUNICIPALITIES**

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

<b>1st Ward</b>	<b>TOM HAWLEY</b>	<b>GEORGE POULOS</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>CANDACE CARR</b>	<b>ALECIA SLATTERY</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**

**RESOLUTION NO. 2016-024**

**A RESOLUTION AUTHORIZING EXECUTION OF  
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF  
BLUE ISLAND AND CERTAIN MUNICIPALITIES**

**WHEREAS**, the City of Blue Island, an Illinois municipal corporation (the “City”) and the County of Cook, the Forest Preserve District of Cook County, Blue Island Park District, Township of Bremen, Moraine Valley Community College District 524, Community High School District 218, Posen-Robbins School District 143½, Township of Thornton, South Suburban College District 510, Thornton Township High School District 205, West Harvey-Dixmoor District 147, all in Cook County, Illinois, (the “Taxing Bodies”). Collectively, the City and the Taxing Bodies wish to enter into an agreement relative to what is commonly referred to as TIF District #2 within the City of Blue Island;

**WHEREAS**, the Parties are vested with certain authority pursuant to their intergovernmental cooperation powers under Article XI, Section 10 the Illinois Constitution of 1970, and Section 1 et seq. of the Intergovernmental Cooperation Act [5 ILCS 220/1 et seq.], and pursuant to the provisions of the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5.11-74.4-1 et seq. (the “Act”);

**WHEREAS**, the agreement specifically addresses the extension of TIF District #2 and the distribution of surplus funds in consideration for agreeing to such extension.

**NOW AND THEREFORE, BE IT RESOLVED** by the City Council of the City of Blue Island, Cook County, Illinois, as follows:

**SECTION 1: SCOPE OF AUTHORITY**

The authority under this Resolution shall extend to the execution of all necessary documents relative to the Intergovernmental Agreement attached hereto as Exhibit A.

**SECTION 2: AUTHORIZATION OF AGENT TO EXECUTE AND ACT IN ACCORDANCE WITH AGREEMENTS**

The City Council further authorizes the Mayor or his designee to execute any and all documentation that may be necessary to carry out the intent of this Resolution. The officers, employees, and/or agents of the City shall take all action necessary or reasonably required by the City to carry out, give effect to, and consummate the intent of this Resolution.

**SECTION 3: EFFECTIVE DATE**

This resolution shall be in full force and effect upon its passage and approval as required by law.

**ADOPTED** this 23rd day of August, 2016, pursuant to a roll call vote as follows:

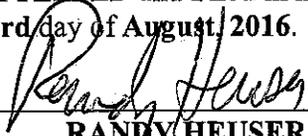
	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman Hawley	X				
Alderman Poulos	X				
Alderman Vieyra	X				
Alderman Bilotto	X				
Alderman Rita	X				
Alderman Donahue	X				
Alderman Carr	X				
Alderman Slattery			X		
Alderman Ostling	X				
Alderman Pittman	X				
Alderman Johnson	X				
Alderman Frausto			X		
Alderman Thompson			X		
Alderman Johanson	X				
Mayor Vargas					
<b>TOTAL</b>	11		3		

**APPROVED** by the Mayor on August 23, 2016.



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

**ATTESTED** and Filed in my office this  
 23rd day of August, 2016.



**RANDY HEUSER**  
**CITY CLERK**

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLUE ISLAND  
AND THE BOARD OF EDUCATION OF POSEN-ROBBINS SCHOOL DISTRICT 143½**

**THIS AGREEMENT** (the "Agreement") is between the City of Blue Island, an Illinois municipal corporation (the "City") and the County of Cook, the Forest Preserve District of Cook County, Blue Island Park District, Township of Bremen, Moraine Valley Community College District 524, Community High School District 218, Posen-Robbins School District 143½, Township of Thornton, South Suburban College District 510, Thornton Township High School District 205, West Harvey-Dixmoor District 147, all in Cook County, Illinois, (the "Taxing Bodies"). Collectively, the City and the Taxing Bodies shall be referred to as the "Parties."

**WHEREAS**, the Parties are vested with certain authority pursuant to their intergovernmental cooperation powers under Article XI, Section 10 the Illinois Constitution of 1970, and Section 1 et seq. of the Intergovernmental Cooperation Act [5 ILCS 220/1 et seq.], and pursuant to the provisions of the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5.11-74.4-1 et seq. (the "Act"); and

**WHEREAS**, on or about October of 1992, the City created within the Taxing Bodies boundaries a tax increment financing district ("TIF District") when it adopted Ordinance No. 92-931 entitled "AN ORDINANCE ADOPTING TAX INCREMENT FINANCING FOR THE CITY OF BLUE ISLAND";

**WHEREAS**, the area within the TIF District has not been redeveloped; and

**WHEREAS**, the TIF District will terminate on or about December 31, of 2015 unless extended by the Illinois General Assembly by an amendment to the Act; and

**WHEREAS**, the City desires to extend the TIF District for an additional 12 years to enable the City to complete redevelopment activities as set forth in the TIF Plan; and

**WHEREAS**, it is the practice of the Illinois General Assembly that it will not approve the extension of the term of a TIF district unless all of the taxing bodies affected by the TIF district consent in writing to the extension; and

**WHEREAS**, the extension of the TIF District will have a significant financial impact on the Taxing Bodies; and

**WHEREAS**, the Taxing Bodies would not consent to the extension to the TIF but for the City proposing and agreeing to the terms of this Agreement; and

**WHEREAS**, the Parties agree that the actions to be taken and the payments to be made by the City to the Taxing Bodies pursuant to this Agreement are to compensate the Taxing Bodies for reasonable or necessary costs and losses incurred or estimated to be incurred, and incidental to the redevelopment plan and the redevelopment project for the TIF District; and

**WHEREAS**, the Parties desire to enter into this Agreement for their mutual benefit and the benefit of the citizens and taxpayers of each of the Parties.

**NOW, THEREFORE**, in consideration of the mutual promises of the City and the Taxing Bodies, the Parties agree as follows:

**SECTION 1. Consent to Extension.** Upon final approval of this Agreement by the Parties, the Taxing Bodies conditional consent to extension of the TIF District will no longer be conditional. In return, the City agrees to the following:

a. **Extension Limitation.** The TIF District shall extend for no more than an additional 12 years and the City shall take the necessary actions to terminate the TIF District upon receipt of the tax year 2027 payment in collection year 2028 or no later than December 31, 2028 as provided for in the Act (“Extension Period”) and timely notify the Taxing Bodies of such termination.

b. **Declaration and Distribution of Surplus.** The City will declare an annual surplus of \$150,000 (“Declared Annual Surplus”) and the Declared Annual Surplus will be distributed to the Taxing Bodies and other effected taxing bodies, by The Cook County Treasurer when 1) there is adequate TIF District fund increments to meet the Declared Annual Surplus and 2) there has been no natural disaster or terrorist attack of the like which adversely impacts the equalized assessed value property in the TIF District or demolishes property in the TIF District. Adequate TIF District fund increments exist for purposes of meeting the Declared Annual Surplus when over \$150,000 exists in the TIF District fund. Nothing in this Agreement prohibits the City from declaring and distributing a surplus greater than \$150,000 (“Greater Surplus”).

c. **Scheduled Annual Payments.** Until the termination of the TIF District, the City shall annually pay from the TIF District fund to the Taxing Bodies on or before January 1<sup>st</sup> of each calendar year during the Extension Period (the “Scheduled Annual Payments”), with the first payment being received by the Taxing Bodies no later than January 1, 2018. The amount of the Scheduled Annual Payment payable to the Taxing Bodies shall be the Declared Annual Surplus or Greater Surplus divided proportionally among the Taxing Bodies and all local governmental taxing bodies effected by the TIF District Extension Period, as determined on an annual basis by the Cook County Treasurer and calculated on a pro rata basis utilizing the tax rates then in effect.

d. **City Obligations.** The Scheduled Annual Reports are to be paid upon the City’s receipt of tax increment within the Tax Increment Fund.

e. **Enhanced Annual Meeting.** The City agrees that, if requested by the Taxing Bodies, a representative of the City will meet with representatives of the Taxing Bodies at least once a year to inform the Taxing Bodies of development that is planned or is occurring within the TIF District, how the tax incremental revenues have been spent in the preceding year, the equalized assessed value (EAV) created by the TIF District, and the overall status of the TIF District and the City’s progress toward achieving its goals as set forth in the TIF District plan.

The obligations set forth in this paragraph shall be in addition to any reporting made by the City at the annual joint review board meeting and in any reports it files with the State of Illinois Comptroller.

**SECTION 2. Assessment Appeals.** The City and the Taxing Bodies shall communicate with each other regarding the defense of any assessment appeal from a property located within the boundaries of the TIF District so as to preserve incremental EAV for the operations of the TIF District.

**SECTION 3. Authority.** Each Party warrants to the other that it is authorized to execute, deliver, and perform this Agreement and agrees not to raise lack of such authority as a defense in any action brought by the other or any third party regarding this Agreement.

**SECTION 4. Further Performance.** Each Party shall, at the request and expense of the other, execute and deliver any further documents and do all acts and things as each Party may reasonably require to carry out the true intent and meaning of this Agreement.

**SECTION 5. Final Payments.** Payments made under this Agreement shall be final and non-refundable.

**SECTION 6. Writing Requirement.** No waiver of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and signed by the Party making the waiver, and then shall be effective only in the specific instances and for the purpose given.

**SECTION 7. Default.** In the event of a default or the failure of any Party to take an action required by this Agreement, the non-defaulting party shall be entitled to recover any and all reasonable attorneys' fees and costs incurred by the non-defaulting party in enforcing the terms of this Agreement against the defaulting party.

**SECTION 8. Complete Agreement.** This Agreement expresses the complete and final understanding of the Parties with respect to its subject matter and may not be amended or modified except by a written agreement executed by the Parties. This Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter hereof and fully integrates the agreement of the Parties.

**SECTION 9. Effective Date.** This Agreement shall be deemed dated and become effective on the date the last of the Parties signs as set forth below the signature of their duly authorized representatives.

CITY OF BLUE ISLAND,  
Cook County, Illinois

By: Domingo F. Vargas  
Mayor

Attest: Randy Hensen  
City Clerk

Date: 8/23/16

COUNTY OF COOK  
Cook County, Illinois

By: \_\_\_\_\_  
[TITLE]

Attest: \_\_\_\_\_  
[TITLE]

Date: \_\_\_\_\_

FOREST PRESERVE DISTRICT OF COOK COUNTY  
Cook County, Illinois

By: \_\_\_\_\_  
[TITLE]

Attest: \_\_\_\_\_  
[TITLE]

Date: \_\_\_\_\_

BLUE ISLAND PARK DISTRICT  
Cook County, Illinois

By: \_\_\_\_\_  
[TITLE]

Attest: \_\_\_\_\_  
[TITLE]

Date: \_\_\_\_\_

TOWNSHIP OF BREMEN  
Cook County, Illinois

By: \_\_\_\_\_  
[TITLE]

Attest: \_\_\_\_\_  
[TITLE]

Date: \_\_\_\_\_

MORAIN VALLEY COMMUNITY COLLEGE DISTRICT 524  
Cook County, Illinois

By: \_\_\_\_\_  
[TITLE]

Attest: \_\_\_\_\_  
[TITLE]

Date: \_\_\_\_\_

COMMUNITY HIGH SCHOOL DISTRICT 218  
Cook County, Illinois

By: \_\_\_\_\_  
[TITLE]





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 of the City of Blue Island, Illinois, 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 Resolutions and books of the records of said City.

I DO FURTHER CERTIFY that the attached and foregoing is a true and correct copy of that certain RESOLUTION: **A RESOLUTION AUTHORIZING EXECUTION OF INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLUE ISLAND AND CERTAIN MUNICIPALITIES.**

**RESOLUTION NO. 2016 – 024** Which was adopted at a regular meeting of the City Council of the City of Blue Island **11** Aldermen were present; that at said meeting, on motion duly made and seconded that said Resolution do pass and upon the roll being called the vote of each Alderman present on the question of the passage of said Resolution was duly and separately taken by Ayes and Nays and his name and vote recorded in the minutes of the Proceedings of said City Council; that it appears from such recorded that **11** Aldermen Aye, **0** Aldermen Abstain, **3** Aldermen Absent and **0** Aldermen voted Nay.

I DO FURTHER CERTIFY that said Resolution was deposited in my Office on the **23rd** day of **August, 2016.**

I DO FURTHER CERTIFY that the original Resolution of which the foregoing is a true copy is entrusted in 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 City of Blue Island aforesaid, at the said City in the County and State aforesaid, the **23rd** day of **August, 2016.**

CORPORATE SEAL

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City Clerk