

# REGULAR MEETING

CITY COUNCIL OF THE CITY OF BLUE ISLAND, ILLINOIS

May 8, 2012

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATION OF THE JOURNAL OF PROCEEDINGS: Regular Meeting – April 24, 2012

REPORT OF CITY OFFICIALS

MAYOR:

BIDS:

CITY CLERK:

CITY TREASURER:

CITY ATTORNEY:

1. AN ORDINANCE OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, AMENDING A TAX INCREMENT REDEVELOPMENT PLAN AND REDEVELOPMENT PROJECT FOR THE FIRST AMENDMENT TO THE TIF #5 REDEVELOPMENT PROJECT AREA.
2. AN ORDINANCE OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, AMENDING THE TIF #5 REDEVELOPMENT PROJECT AREA (FIRST AMENDMENT TO TIF #5) OF SAID CITY A REDEVELOPMENT PROJECT AREA PURSUANT TO THE TAX INCREMENT ALLOCATION REDEVELOPMENT ACT.
3. AN ORDINANCE OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, CONFIRMING TAX INCREMENT ALLOCATION FINANCING FOR FIRST AMENDMENT TO THE TIF #5 REDEVELOPMENT PROJECT AREA.
4. A RESOLUTION AUTHORIZING EXECUTION OF THE INTERGOVERNMENTAL AGREEMENT ENTITLED "INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE ILLINOIS OFFICE OF THE COMPTROLLER AND THE CITY OF BLUE ISLAND, AN ILLINOIS MUNICIPAL CORPORATION REGARDING ACCESS TO THE COMPTROLLER'S LOCAL DEBT RECOVERY PROGRAM".
5. A RESOLUTION AUTHORIZING EXECUTION OF THE INTERGOVERNMENTAL AGREEMENT ENTITLED "INTERGOVERNMENTAL AGREEMENT FOR THE PURPOSE OF

CREATING AND ESTABLISHING A LAND BANK IN SOUTH SUBURBAN  
COOK COUNTY”.

6. A RESOLUTION TO APPOINT A LOCAL GOVERNMENT DIRECTOR TO  
THE SOUTH SUBURBAN LANK BANK AUTHORITY.

COMMITTEE REPORTS

CITIZENS WISHING TO ADDRESS THE COUNCIL REGARDING THIS EVENING'S  
BUSINESS

ADJOURNMENT

**FIRST ORDINANCE**

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

**ORDINANCE NO.:** \_\_\_\_\_

**DATE OF PASSAGE:** \_\_\_\_\_, 2012

**AN ORDINANCE OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS,  
AMENDING A TAX INCREMENT REDEVELOPMENT PLAN AND  
REDEVELOPMENT PROJECT FOR THE FIRST AMENDMENT TO THE TIF #5  
REDEVELOPMENT PROJECT AREA**

**WHEREAS**, the City of Blue Island, Cook County, Illinois (the "*City*"), is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

**WHEREAS**, it is desirable and in the best interest of the citizens of the City of Blue Island, Cook County, Illinois, for the City to implement tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article 11 of the Illinois Municipal Code, as amended (the "*Act*"), for a proposed amendment to the redevelopment and redevelopment project (the "*Plan and Project*") within the municipal boundaries of the City within a proposed amended redevelopment project area (the "*Area*") described in Section 2(A) of this Ordinance, which Area constitutes in the aggregate more than one and one-half acres; and

**WHEREAS**, pursuant to Section 11-74.4-5 of the Act, the Mayor and City Council of the City (the "*Corporate Authorities*") called a public hearing relative to the Plan and Project and the designation of the Area as a redevelopment project area under the Act for April 24, 2012; and

**WHEREAS**, due notice with respect to such hearing was given pursuant to Section 11-74.4-5 of the Act, said notice being given to taxing districts and to the Department of Commerce and Economic Opportunity of the State of Illinois by certified mail on February 29, 2012, by publication on March 27, 2012, and April 3, 2012, by certified mail to taxpayers within the Area on March 28, 2012 and April 4, 2012, and to residential addresses within 750 feet of the boundaries of the Area on March 7, 2012; and

**WHEREAS**, the City has heretofore convened a joint review board as required by and in all respects in compliance with the provisions of the Act; and

**WHEREAS**, the Corporate Authorities have reviewed the information concerning such factors presented at the public hearing and have reviewed other studies and are generally informed of the conditions in the proposed amended Area that could cause the amended Area to be a “conservation area” as defined in the Act; and

**WHEREAS**, the Corporate Authorities have reviewed the conditions pertaining to lack of private investment in the proposed amended Area to determine whether private development would take place in the proposed amended Area as a whole without the amendment of the Plan; and

**WHEREAS**, the Corporate Authorities have reviewed the conditions pertaining to real property in the proposed amended Area to determine whether contiguous parcels of real property and improvements thereon in the proposed amended Area would be substantially benefited by the proposed Project improvements; and

**WHEREAS**, the Corporate Authorities have reviewed the proposed amendments to the Plan and Project and also the existing comprehensive plan for development of the City as a whole to determine whether the proposed amendments to the Plan and Project conform to the comprehensive plan of the City.

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

**SECTION 1. *Recitals.*** That the above recitals and findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

**SECTION 2. *Findings.*** That the Corporate Authorities hereby make the following findings:

a. The Area is legally described in Exhibit A, a copy of which is attached hereto and made a part hereof, as if fully set forth in its entirety. The general street location for the Area is described in Exhibit B, a copy of which is attached hereto and made a part hereof, as if fully set forth in its entirety. The map of the amended Area is depicted on Exhibit C, a copy of which is attached hereto and made a part hereof, as if fully set forth in its entirety.

b. There exist conditions that cause the amended Area to be subject to designation as a redevelopment project area under the Act and classified as a “conservation area” as defined in the Act.

c. The proposed amended Area on the whole has not been subject to growth and development through investment by private enterprise and would not be reasonably anticipated to be developed without the adoption of the amended Plan.

d. The amended Plan and Project conform to the comprehensive plan for the development of the City as a whole, as reflected in the City’s zoning map.

e. As set forth in the amended Plan it is anticipated that all obligations incurred to finance redevelopment project costs, if any, as defined in the Plan shall be retired within twenty-three (23) years after the Area is designated.

f. The parcels of real property in the proposed amended Area are contiguous, and only those contiguous parcels of real property and improvements thereon that will be substantially benefited by the proposed Project improvements are included in the proposed Area.

**SECTION 3. *Plan and Project Approved.*** That the amended Plan and Project, which were the subject matter of the public hearing held on April 24, 2012, are hereby adopted and approved. A copy of the Plan and Project is set forth in Exhibit D, a copy of which is attached hereto and made a part hereof, as if fully set forth in its entirety.

**SECTION 4. *Severability.*** This Ordinance, and its parts, is declared to be severable and if any section, clause, provision, or portion thereof of this Ordinance is declared invalid, the invalidity thereof shall not affect the validity of any other provisions of this Ordinance which shall remain in full force and effect.

**SECTION 5. *Superseder.*** All ordinances, resolutions, motions, or orders in conflict with any provision of this Ordinance are, to the extent of such conflict, hereby repealed.

**SECTION 6. *Effective Date.*** This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
**CITY CLERK OF THE CITY OF BLUE ISLAND  
COUNTY OF COOK AND STATE OF ILLINOIS**

**VOTING AYE:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**VOTING NAY:** \_\_\_\_\_  
\_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTAIN:** \_\_\_\_\_

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

ATTESTED and Filed in my office  
this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

PUBLISHED in pamphlet form this  
\_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

**EXHIBIT A**

**LEGAL DESCRIPTION OF TIF NO. 5**



# EXHIBIT

Ordinance Number \_\_\_\_\_, adopted \_\_\_\_\_, 2012

## Current TIF District Five Legal Description

That part of the West Half of the Northwest Quarter of Section 31, Township 37 North, Range 14 East of the Third Principal Meridian comprising parts of blocks 2 through 5, both inclusive in Sander's Addition to Blue Island located in said Section 31, blocks 7, 8, 10 and 12 in Sander's Second Addition, Uhlich's Subdivision of the West 132.4 feet of the North 180.9 feet of block 7 of said Sander's Second Addition, Bourke's Subdivision of block 11 of said Sander's Seconds Addition, Wattle's Addition to Blue Island, being a subdivision of the Northwest Quarter of the Northwest Quarter of said Section 31, Lots 39,40 and 41 of J. P. Young's Second Addition, being a subdivision of parts of blocks 1, 2, and 3 of said Wattle's Addition, and a Subdivision of Lot 39 (except the North 10 feet thereof) in said J.P. Young's Seconds Addition, bounded and more particularly described as follows: beginning at the northeast corner of Lot 1 in Block 6 of said Sander's Addition to Blue Island, (also being the intersection of the West line of Gregory Street and the South line of York Street); thence westerly along the southerly line of York Street and the westerly prolongation of the southerly line of York Street, to the West line of said West Half; thence North along said West line to the westerly prolongation of the northerly line of Union Street; thence easterly along said westerly prolongation and said northerly line of Union Street to the West line of the East 65 feet of the West 160 feet of Lot 8 in Block 3 in said Wattle's addition to Blue Island; thence North along the last described West line to the South line of Lot 7 in Block 3 in said Wattle's addition to Blue Island; thence East, 65 feet, along the last described South line to East line of the West 160 feet of said Lot 7; thence North, 75 feet, along the last described East line to the South line of Lot 40 in said J.P. Young's Second Addition to Blue Island; thence West, 160 feet, along

*January 11, 2012*

said South line of Lot 40 to the East line of Gregory Street; thence North along said East line of Gregory Street to the North line of the North 75 feet of the South 89 feet of Lot 41 in said J.P. Young's Second Addition; thence East along the North line of the North 75 feet of said South 89 feet to the West line of the East 214 feet of said Lot 41; thence North along the West line of the East 214 feet of said Lot 41 to the North line of the South 14 feet of Lot 42 in said J.P. Young's Second Addition; thence East along the last described North line and the easterly prolongation of the last described North line, 284 feet more or less, to the East line of Irving Avenue; thence South along said East line of Irving Avenue to the North line of Union Street; thence East along the North line of Union Street and the easterly prolongation thereof to the westerly line of the Chicago, Rock Island and Pacific Railroad 100 foot right of way in the West Half of the Northwest Quarter of said Section 31; thence southerly and southwesterly along said westerly line of the Chicago, Rock Island and Pacific Railroad to the South line of the West Half of the Northwest Quarter of said Section 31; thence West along the South line of said Northwest Quarter to the southerly prolongation of the West line of Lot 9 in Block 2 of said Sander's Addition to Blue Island; thence North along said southerly prolongation and said West line of Lot 9 to the northwest corner of said Lot 9 (also being the southeast corner of Lot 3 in said Block 2); thence West along the South lines of Lots 3, 4, 5 in said Block 2 and the westerly prolongation of said Lots in said Sander's Addition to Blue Island, to the West line of Gregory Street; thence North along said West line of Gregory Street to the Point of Beginning, all in Cook County, Illinois.

## **Proposed TIF District Five Expansion Legal Description**

That part of the West Half of the Northwest Quarter, the West Half of the Southwest Quarter, the East Half of the Southwest Quarter and the West Half of the Southeast Quarter, Section 31, Township 37 North, Range 14 East of the Third Principal Meridian comprising parts of Blocks 1, 2 and 6 in Sander's Addition to Blue Island located in said Section 31, Blocks 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, 48, 49, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 67, 68, 69, 90, 91, 92, 94, 95, 97, 98, 99, 100 and 101 in Town of Blue Island in Sections 31 and 32, Subdivision of Block 17 in said Town of Blue Island, Boehl's Resubdivision of the south 220.5 feet of Block 18 in said Town of Blue Island, Resubdivision of Block 93 in said Town of Blue Island, Resubdivision of Lot 3 (except the south 6 feet of the west 96 feet), Lot 4 (except the south 28 feet and the west 96 feet) and Lot 5 all in Block 94 in said Town of Blue Island, Rexford and Bellamy's Subdivision of Block 96 in said Town of Blue Island, Rexford and Bellamy's Subdivision of Block 98 in said Town of Blue Island, Resubdivision of Lots 3 and 2 and the north 20 feet of Lot 1 in Block 98 in said Town of Blue Island, Owner's Resubdivision of Lot 5 and the west 40 feet of Lot 4 and the north half of the former Canal Feeder south and adjacent to Lot 4 and 5 in Block 100 of said Town of Blue Island, Kieffer's Subdivision of the west half of Block 23 in said Town of Blue Island, Kieffer's Addition to Blue Island, Subdivision of Block 25 in said Town of Blue Island, bounded and more particularly described as follows: Beginning at the northeast corner of Lot 1, Block 6 in said Sander's Addition to Blue Island (also being the intersection of the south line of York Street and the west line of Gregory Street); thence west along the south line of said York Street and the westerly prolongation of the south line of said York Street, to the west line of the West Half of said Northwest Quarter; thence south along said west line to the north line of the West Half of said Southwest Quarter; thence, continuing south, along the west line of the West Half of said Southwest Quarter to the north line of Lot 1 in said Resubdivision of Lot 93 in said Town of Blue Island

(also being the south line of Canal Street); thence east along said north line, the north lines of Lot 1, Lot 2, Lot 3 and Lot 4 in said Resubdivision of Lot 3 (except the south 6 feet of the west 96 feet), Lot 4 (except the south 28 feet and the west 96 feet) and Lot 5 all in Block 94 in said Town of Blue Island, the north lines of Lot 2 and Lot 1 of Block 94 in said Town of Blue Island, the north lines of Lot 5, Lot 4, Lot 3, Lot 2 and Lot 1 of Block 95 in said Town of Blue Island, the north lines of Lot 12, Lot 11, Lot 10, Lot 9, Lot 8, Lot 7, Lot 6, Lot 5, Lot 4, Lot 3, Lot 2 and Lot 1 in said Rexford and Bellamy's Subdivision of Block 96 in said Town of Blue Island, and the north line of Lot 5 of Block 97 in said Town of Blue Island, to the east line of Lot 5 of Block 97 in said Town of Blue Island; thence north along the northerly prolongation of the east line of Lot 5 of Block 97 in said Town of Blue Island, to the south line of Block 62 in said Town of Blue Island (also being the north line of Canal Street); thence east along said south line, to the east line of Block 62 in said Town of Blue Island (also being the west line of Chicago Street); thence south along said east line and the southerly prolongation of the east line of Block 62 in said Town of Blue Island, to the northeast corner of Lot 1 of Block 97 in said Town of Blue Island (also being the intersection of the south line of Canal Street and the west line of Chicago Street); thence east along the north line of Lot 6, Lot 5 and Lot 4 in said Rexford and Bellamy's Subdivision of Block 98 in said Town of Blue Island, the north line of Lot 3, Lot 2 and Lot 1 in said Resubdivision of Lots 3 and 2 and the north 20 feet of Lot 1 in Block 98 in said Town of Blue Island, the north line of Lot 2 and Lot 1 of Block 99 in said Town of Blue Island, the north line of Lot 1 and Lot 2 in said Owner's Resubdivision of Lot 5 and the west 40 feet of Lot 4 and the north half of the former Canal Feeder south and adjacent to Lot 4 and 5 in Block 100 of said Town of Blue Island, the north lines of Lot 4, Lot 3, Lot 2 and Lot 1 of Block 100 of said Town of Blue Island (also being the south line of Canal Street), to the northwest corner of Lot 5 of Block 101 of said Town of Blue Island (also being the intersection of the east line of Division Street and the south line of Canal Street); thence north along the west line of Lot 6 and Lot 5 of Block 90 in said Town of Blue Island, the

west line of Lot 5 of Block 69 in said Town of Blue Island, the west line of Lot 5 of Block 48 in said Town of Blue Island and the west lines of Lot 6 and Lot 5 of Block 26 in said Town of Blue Island (also the east line of Division Street) to the easterly prolongation of the north line of Lot 5 in said Subdivision of Block 25 in said Town of Blue Island; thence west along said easterly prolongation, to the west right of way line of Division Street; thence south and southeast along the west right of way line of Division Street to the southwest line of Lot 9 in said Subdivision of Block 25 in said Town of Blue Island (also being the northeast line of Girard Street); thence northwest along said southwest line, to the east line of Lot 10 in said Subdivision of Block 25 in said Town of Blue Island; thence south along said east line to the southwest line of Ordinance Number 87-99 vacating a portion of Girard Street recorded as Document Number 90298570 (also being the present northeast line of Girard Street); thence northwest along said southwest line and the northwesterly prolongation thereof to the east line of Lot 1 in said Kieffer's Addition to Blue Island (also being the west line of Seeley Avenue); thence south along said east line, the east lines of Lot 18, Lot 17, Lot 16 and Lot 15 in said Kieffer's Addition to Blue Island, to the south line of said Lot 15 (also being the intersection of the west line of Seeley Avenue and the north line of Fulton Street); thence west along said south line, the south line of Lot 14 in said Kieffer's Addition to Blue Island, the south lines of Lot 10, Lot 9 and Lot 8 of Block 23 in said Town of Blue Island, the south lines of Lot 12, Lot 11, Lot 10, Lot 9, Lot 8 and Lot 7 in said Kieffer's Subdivision of the west half of Block 23 in said Town of Blue Island, the south lines of Lot 10, Lot 9, Lot 8, Lot 7 and Lot 6 of Block 22 in said Town of Blue Island, the south lines of Lot 10, Lot 9, Lot 8, Lot 7 and Lot 6 of Block 21 in said Town of Blue Island, to the west line of Lot 6 of Block 21 in said Town of Blue Island (also being the east line of Irving Avenue); thence north along said west line, the west line of Lot 5 of Block 21 in said Town of Blue Island, the west lines of Lot 6 and Lot 5 of Block 14 in said Town of Blue Island, and the northerly prolongation of the west line of Lot 5 of Block 14 in said Town of Blue Island, to the south line of the Northwest Quarter of said

Section 31; thence west along said south line to the southerly prolongation of the west line of Lot 9 of Block 2 in said Sander's Addition to Blue Island; thence north along said southerly prolongation and the west line of Lot 9 of Block 2 in said Sander's Addition to Blue Island to the south line of Lot 3 of Block 2 in said Sander's Addition to Blue Island; thence west along said south line, the south lines of Lot 4 and Lot 5 of Block 2 in said Sander's Addition to Blue Island and the westerly prolongation of the south line of said Lot 5, to the east line of Lot 3 of Block 1 in said Sander's Addition to Blue Island (also being the west line of Gregory Street); thence north along said east line, the east lines of Lot 2 and Lot 1 of Block 1 in said Sander's Addition to Blue Island, the east lines of Lot 4, Lot 3, Lot 2 and Lot 1 of Block 6 in said Sander's Addition to Blue Island, to the Point of Beginning.

**EXHIBIT B**

**GENERAL STREET LOCATION**

## **General Street Location**

The original RPA consists of irregular boundaries and is generally bounded by Union Street to the north, Western Avenue and Gregory Street to the west, railroad properties to the east and York Street and Vermont Street to the south. Adjacent right of ways are also included. The proposed First Amendment area is generally bounded on the north by York Street and Fulton Street, on the south by Canal Street, on the east by Division Street, and on the west by Western Avenue.



**EXHIBIT C**

**MAP OF AMENDED REDEVELOPMENT PROJECT AREA**



**EXHIBIT D**

**AMENDED REDEVELOPMENT PLAN AND PROJECT**

**City of Blue Island**  
**Tax Increment Finance District/Redevelopment Project Area No. 5**  
**First Amendment to Plan and Project**

**Prepared jointly by:**

**City of Blue Island**

**and**

**Kane, McKenna and Associates, Inc.**

**May, 2012**

**Document**

Original Plan and Project  
1st Amendment to Plan and Project

**Date**

November 25, 2008  
\_\_\_\_\_, 2012

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The City of Blue Island (the “City”) TIF Redevelopment Plan and Project (attached as Exhibit 1) is amended as follows:

1. Section I entitled “Introduction” page 1, is amended by inserting after the fourth paragraph of page 1, a new paragraph to read as follows:

“Proposed amendments to the RPA (the “First Amendment”) would include thirty (30) buildings and one hundred thirteen (113) tax parcels. Eighty percent (80%) of these buildings are over 35 years old. The First Amendment area is generally bounded by York Street and Fulton Street to the north, Canal Street to the south, Division Street to the west, and Western Avenue to the east. This area is located directly south of the original RPA and includes uses that are important to both the Downtown and the City’s Transit Oriented Development (“TOD”) planning efforts.”

2. Section I, entitled “Introduction” page 2, is amended by inserting a new last paragraph to read as follows:

“Metro Care South” has replaced the former St. Francis Hospital use, and continues to contribute to the City’s Downtown area while maintaining local employment and investment in the community.”

3. Section II, page 5, entitled “The Redevelopment Project Area Legal Description,” is amended to read as follows: “The Redevelopment Project Area legal description is attached as Exhibit 1 and an amended legal description is attached hereto. Exhibit 2 “Boundary Map” is replaced and with an amended boundary map including properties included in this First Amendment to the Plan and Project.

4. Section III entitled “Redevelopment Project Area Goals and Objectives” page 6 is amended to add a new objective as follows:

“8) Assist in the reconstruction and rehabilitation of transportation related infrastructure including bridges.”

5. Section V entitled “TIF Qualification Factors Existing in the Redevelopment Project Area” page 10 is amended to add a new paragraph under “Findings”:

“The First Amendment to the Plan and Project was studied to determine its qualifications under the Act. It was determined that the amended area qualifies under the Act and the Amended TIF Qualification Report is attached as part of Exhibit 5.”

6. Section VI entitled “Redevelopment Project”, subsection B “Redevelopment Activities,” “Public Improvements” page 12, is hereby amended to add a new bullet point:

“• Bridge and traffic related improvements”

7. A new Section VI “Redevelopment Project”, subsection E “Estimated Redevelopment Project Costs”, page 18, is amended and shall read as follows:

Estimated costs are shown in the table below. Adjustments to these cost items may be made without amendment to the Redevelopment Plan.

**CITY OF BLUE ISLAND  
TIF NO. 5  
ESTIMATED PROJECT COSTS**

<u>Program Actions/Improvements</u>	<u>Estimated Costs (A)</u>
1. Land Acquisition, Assembly Costs, Demolition and Relocation Costs	\$10,900,000
2. Site Preparation (including related geo-technical costs), Environmental Cleanup, and Related Costs	\$ 4,500,000
3. Utility Improvements including, but not limited to, water, storm, sanitary sewer, the service of public facilities, and road and bridge improvements	\$17,500,000
4. Rehabilitation Private and Public Structures/Public facilities including but not limited to parking improvements and Taxing District Capital Costs pursuant to the Act	\$48,100,000
5. Interest Costs Pursuant to the Act	\$ 2,500,000
6. Planning, Legal, Engineering, Administrative and Other Professional Service Costs	\$ 8,000,000
7. Job Training	\$ 1,000,000
8. Estimated School Tuition Costs (if needed)	<u>\$ 2,500,000</u>
<b>TOTAL ESTIMATED PROJECT COSTS</b>	<b>\$95,000,000</b>

- (1) All project cost estimates are in year 2012 dollars. Costs may be adjusted for inflation per the TIF Act.
- (2) In addition to the costs identified in the exhibit above, any bonds issued to finance a phase of the Project may include an amount sufficient to pay (a) customary and reasonable charges associated with the issuance of such obligations, (b) interest on such bonds, and (c) capitalized interest and reasonably required reserves.
- (3) Adjustments to the estimated line-item costs above are expected. Adjustments may be made in line-items within the total, either increasing or decreasing line-items costs for redevelopment. Each individual project cost will be reevaluated in light of the projected private development and resulting tax revenues as it is considered for public financing under the provisions of the Act. The totals of the line-items set forth above are not intended to place a total limit on the described expenditures, as the specific items listed above are not intended to preclude payment of other eligible redevelopment project costs in connection with the redevelopment of the RPA – provided the total amount of payment for eligible redevelopment project costs shall not exceed the overall budget amount outlined above.

Pursuant to the TIF Act, the City may utilize net incremental property tax revenues received from other contiguous redevelopment project areas to pay eligible redevelopment project costs, or obligations issued to pay such costs, in these contiguous redevelopment project areas, and vice versa.”

8. Section V “Redevelopment Project” subsection F “Sources of Funds to Pay Redevelopment Project Costs under Illinois TIF Statute”, page 19, is amended to add a new fourth paragraph to read as follows:

“The tax increment revenues which will be used to pay debt service on the municipal obligations, if any, and to directly pay redevelopment project costs shall be the incremental increase in property taxes attributable to the increase in the equalized assessed value of each taxable lot, block, tract or parcel of real property in the First Amendment to the Plan over and above the initial equalized assessed value of each such lot, block, tract or parcel that is included in the First Amendment to the Plan for the 2010 tax year.”

9. Section V entitled “Redevelopment Project“ subsection H entitled “Most Recent Equalized Assessed Valuation in the RPA”, page 20 is hereby replaced which shall read as follows:

“H. Most Recent Equalized Assessed Valuation (EAV) of Properties in the Redevelopment Project Area

The original RPA base or initial EAV as certified by the Cook County Clerk is \$5,393,027 for the 2007 tax year. The First Amendment to the Plan and Project EAV is estimated to increase the initial EAV by approximately \$4,114,279 (2010 tax year).

10. Section V “Redevelopment Project subsection I “Anticipated EAV” page 20 is deleted and shall read as follows:

“I. Anticipated Equalized Assessed Value (EAV)

Upon completion of the anticipated private development of the Redevelopment Project Area for the remainder of the TIF eligibility period it is estimated that the equalized assessed valuation (EAV) of the property within the Redevelopment Project Area will be approximately \$70,000,000 to \$75,000,000.”

**EXHIBITS**

- Exhibit 1 -- “Legal Description”, as amended, is attached hereto.
- Exhibit 2 -- “Boundary Map”, as amended, is attached hereto.
- Exhibit 3 -- “Existing Land Use Map”, as amended, is attached hereto.
- Exhibit 4 -- “Proposed Land Use Map”, as amended, is attached hereto.
- Exhibit 5 -- “TIF Qualification Report – First Amendment to the TIF No. 5 Plan and Project” is attached hereto.



**EXHIBIT 1**  
**Legal Description**

### Current TIF District Five Legal Description

That part of the West Half of the Northwest Quarter of Section 31, Township 37 North, Range 14 East of the Third Principal Meridian comprising parts of blocks 2 through 5, both inclusive in Sander's Addition to Blue Island located in said Section 31, blocks 7, 8, 10 and 12 in Sander's Second Addition, Uhlich's Subdivision of the West 132.4 feet of the North 180.9 feet of block 7 of said Sander's Second Addition, Bourke's Subdivision of block 11 of said Sander's Seconds Addition, Wattle's Addition to Blue Island, being a subdivision of the Northwest Quarter of the Northwest Quarter of said Section 31, Lots 39,40 and 41 of J. P. Young's Second Addition, being a subdivision of parts of blocks 1, 2, and 3 of said Wattle's Addition, and a Subdivision of Lot 39 (except the North 10 feet thereof) in said J.P. Young's Seconds Addition, bounded and more particularly described as follows: beginning at the northeast corner of Lot 1 in Block 6 of said Sander's Addition to Blue Island, (also being the intersection of the West line of Gregory Street and the South line of York Street); thence westerly along the southerly line of York Street and the westerly prolongation of the southerly line of York Street, to the West line of said West Half; thence North along said West line to the westerly prolongation of the northerly line of Union Street; thence easterly along said westerly prolongation and said northerly line of Union Street to the West line of the East 65 feet of the West 160 feet of Lot 8 in Block 3 in said Wattle's addition to Blue Island; thence North along the last described West line to the South line of Lot 7 in Block 3 in said Wattle's addition to Blue Island; thence East, 65 feet, along the last described South line to East line of the West 160 feet of said Lot 7; thence North, 75 feet, along the last described East line to the South line of Lot 40 in said J.P. Young's Second Addition to Blue Island; thence West, 160 feet, along said South line of Lot 40 to the East line of Gregory Street; thence North along said East line of Gregory Street to the North line of the North 75 feet of the South 89 feet of Lot 41 in said J.P. Young's Second Addition; thence East along

the North line of the North 75 feet of said South 89 feet to the West line of the East 214 feet of said Lot 41; thence North along the West line of the East 214 feet of said Lot 41 to the North line of the South 14 feet of Lot 42 in said J.P. Young's Second Addition; thence East along the last described North line and the easterly prolongation of the last described North line, 284 feet more or less, to the East line of Irving Avenue; thence South along said East line of Irving Avenue to the North line of Union Street; thence East along the North line of Union Street and the easterly prolongation thereof to the westerly line of the Chicago, Rock Island and Pacific Railroad 100 foot right of way in the West Half of the Northwest Quarter of said Section 31; thence southerly and southwesterly along said westerly line of the Chicago, Rock Island and Pacific Railroad to the South line of the West Half of the Northwest Quarter of said Section 31; thence West along the South line of said Northwest Quarter to the southerly prolongation of the West line of Lot 9 in Block 2 of said Sander's Addition to Blue Island; thence North along said southerly prolongation and said West line of Lot 9 to the northwest corner of said Lot 9 (also being the southeast corner of Lot 3 in said Block 2); thence West along the South lines of Lots 3, 4, 5 in said Block 2 and the westerly prolongation of said Lots in said Sander's Addition to Blue Island, to the West line of Gregory Street; thence North along said West line of Gregory Street to the Point of Beginning, all in Cook County, Illinois.

**Proposed TIF District Five Expansion Legal Description**

That part of the West Half of the Northwest Quarter, the West Half of the Southwest Quarter, the East Half of the Southwest Quarter and the West Half of the Southeast Quarter, Section 31, Township 37 North, Range 14 East of the Third Principal Meridian comprising parts of Blocks 1, 2 and 6 in Sander's Addition to Blue Island located in said Section 31, Blocks 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, 48, 49, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 67, 68, 69, 90, 91, 92, 94, 95, 97, 98, 99, 100 and 101 in Town of Blue Island in Sections 31 and 32, Subdivision of Block 17 in said Town of Blue Island, Boehl's Resubdivision of the south 220.5 feet of Block 18 in said Town of Blue Island, Resubdivision of Block 93 in said Town of Blue Island, Resubdivision of Lot 3 (except the south 6 feet of the west 96 feet), Lot 4 (except the south 28 feet and the west 96 feet) and Lot 5 all in Block 94 in said Town of Blue Island, Rexford and Bellamy's Subdivision of Block 96 in said Town of Blue Island, Rexford and Bellamy's Subdivision of Block 98 in said Town of Blue Island, Resubdivision of Lots 3 and 2 and the north 20 feet of Lot 1 in Block 98 in said Town of Blue Island, Owner's Resubdivision of Lot 5 and the west 40 feet of Lot 4 and the north half of the former Canal Feeder south and adjacent to Lot 4 and 5 in Block 100 of said Town of Blue Island, Kieffer's Subdivision of the west half of Block 23 in said Town of Blue Island, Kieffer's Addition to Blue Island, Subdivision of Block 25 in said Town of Blue Island, bounded and more particularly described as follows: Beginning at the northeast corner of Lot 1, Block 6 in said Sander's Addition to Blue Island (also being the intersection of the south line of York Street and the west line of Gregory Street); thence west along the south line of said York Street and the westerly prolongation of the south line of said York Street, to the west line of the West Half of said Northwest Quarter; thence south along said west line to the north line of the West Half of said Southwest Quarter; thence, continuing south, along the west line of the West Half of said Southwest Quarter to the north line of Lot 1 in said Resubdivision of Lot 93 in said Town of Blue Island

(also being the south line of Canal Street); thence east along said north line, the north lines of Lot 1, Lot 2, Lot 3 and Lot 4 in said Resubdivision of Lot 3 (except the south 6 feet of the west 96 feet), Lot 4 (except the south 28 feet and the west 96 feet) and Lot 5 all in Block 94 in said Town of Blue Island, the north lines of Lot 2 and Lot 1 of Block 94 in said Town of Blue Island, the north lines of Lot 5, Lot 4, Lot 3, Lot 2 and Lot 1 of Block 95 in said Town of Blue Island, the north lines of Lot 12, Lot 11, Lot 10, Lot 9, Lot 8, Lot 7, Lot 6, Lot 5, Lot 4, Lot 3, Lot 2 and Lot 1 in said Rexford and Bellamy's Subdivision of Block 96 in said Town of Blue Island, and the north line of Lot 5 of Block 97 in said Town of Blue Island, to the east line of Lot 5 of Block 97 in said Town of Blue Island; thence north along the northerly prolongation of the east line of Lot 5 of Block 97 in said Town of Blue Island, to the south line of Block 62 in said Town of Blue Island (also being the north line of Canal Street); thence east along said south line, to the east line of Block 62 in said Town of Blue Island (also being the west line of Chicago Street); thence south along said east line and the southerly prolongation of the east line of Block 62 in said Town of Blue Island, to the northeast corner of Lot 1 of Block 97 in said Town of Blue Island (also being the intersection of the south line of Canal Street and the west line of Chicago Street); thence east along the north line of Lot 6, Lot 5 and Lot 4 in said Rexford and Bellamy's Subdivision of Block 98 in said Town of Blue Island, the north line of Lot 3, Lot 2 and Lot 1 in said Resubdivision of Lots 3 and 2 and the north 20 feet of Lot 1 in Block 98 in said Town of Blue Island, the north line of Lot 2 and Lot 1 of Block 99 in said Town of Blue Island, the north line of Lot 1 and Lot 2 in said Owner's Resubdivision of Lot 5 and the west 40 feet of Lot 4 and the north half of the former Canal Feeder south and adjacent to Lot 4 and 5 in Block 100 of said Town of Blue Island, the north lines of Lot 4, Lot 3, Lot 2 and Lot 1 of Block 100 of said Town of Blue Island (also being the south line of Canal Street), to the northwest corner of Lot 5 of Block 101 of said Town of Blue Island (also being the intersection of the east line of Division Street and the south line of Canal Street); thence north along the west line of Lot 6 and Lot 5 of Block 90 in said Town of Blue Island, the

west line of Lot 5 of Block 69 in said Town of Blue Island, the west line of Lot 5 of Block 48 in said Town of Blue Island and the west lines of Lot 6 and Lot 5 of Block 26 in said Town of Blue Island (also the east line of Division Street) to the easterly prolongation of the north line of Lot 5 in said Subdivision of Block 25 in said Town of Blue Island; thence west along said easterly prolongation, to the west right of way line of Division Street; thence south and southeast along the west right of way line of Division Street to the southwest line of Lot 9 in said Subdivision of Block 25 in said Town of Blue Island (also being the northeast line of Girard Street); thence northwest along said southwest line, to the east line of Lot 10 in said Subdivision of Block 25 in said Town of Blue Island; thence south along said east line to the southwest line of Ordinance Number 87-99 vacating a portion of Girard Street recorded as Document Number 90298570 (also being the present northeast line of Girard Street); thence northwest along said southwest line and the northwesterly prolongation thereof to the east line of Lot 1 in said Kieffer's Addition to Blue Island (also being the west line of Seeley Avenue); thence south along said east line, the east lines of Lot 18, Lot 17, Lot 16 and Lot 15 in said Kieffer's Addition to Blue Island, to the south line of said Lot 15 (also being the intersection of the west line of Seeley Avenue and the north line of Fulton Street); thence west along said south line, the south line of Lot 14 in said Kieffer's Addition to Blue Island, the south lines of Lot 10, Lot 9 and Lot 8 of Block 23 in said Town of Blue Island, the south lines of Lot 12, Lot 11, Lot 10, Lot 9, Lot 8 and Lot 7 in said Kieffer's Subdivision of the west half of Block 23 in said Town of Blue Island, the south lines of Lot 10, Lot 9, Lot 8, Lot 7 and Lot 6 of Block 22 in said Town of Blue Island, the south lines of Lot 10, Lot 9, Lot 8, Lot 7 and Lot 6 of Block 21 in said Town of Blue Island, to the west line of Lot 6 of Block 21 in said Town of Blue Island (also being the east line of Irving Avenue); thence north along said west line, the west line of Lot 5 of Block 21 in said Town of Blue Island, the west lines of Lot 6 and Lot 5 of Block 14 in said Town of Blue Island, and the northerly prolongation of the west line of Lot 5 of Block 14 in said Town of Blue Island, to the south line of the Northwest Quarter of said

Section 31; thence west along said south line to the southerly prolongation of the west line of Lot 9 of Block 2 in said Sander's Addition to Blue Island; thence north along said southerly prolongation and the west line of Lot 9 of Block 2 in said Sander's Addition to Blue Island to the south line of Lot 3 of Block 2 in said Sander's Addition to Blue Island; thence west along said south line, the south lines of Lot 4 and Lot 5 of Block 2 in said Sander's Addition to Blue Island and the westerly prolongation of the south line of said Lot 5, to the east line of Lot 3 of Block 1 in said Sander's Addition to Blue Island (also being the west line of Gregory Street); thence north along said east line, the east lines of Lot 2 and Lot 1 of Block 1 in said Sander's Addition to Blue Island, the east lines of Lot 4, Lot 3, Lot 2 and Lot 1 of Block 6 in said Sander's Addition to Blue Island, to the Point of Beginning.

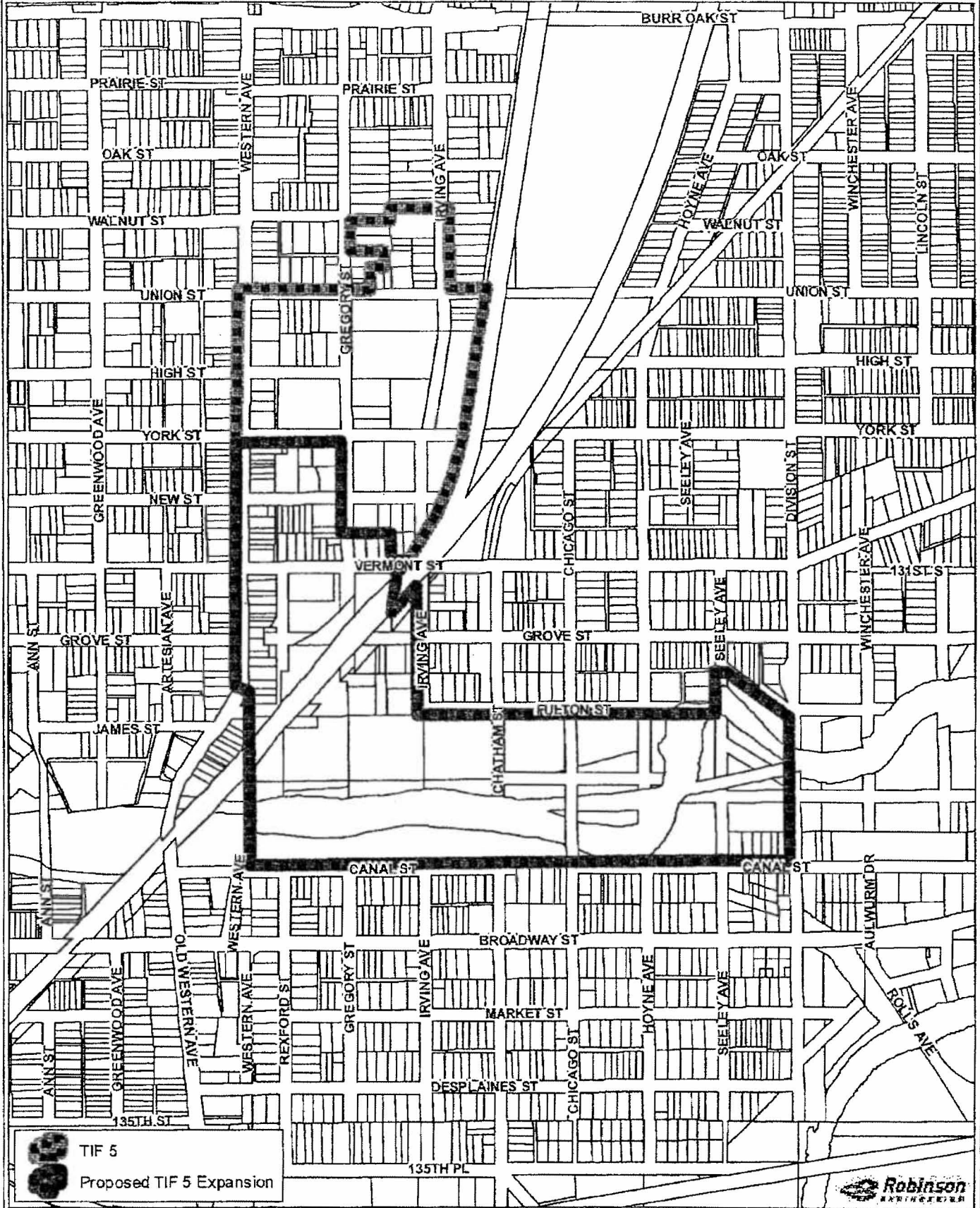
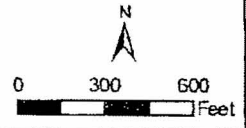
**EXHIBIT 2**  
**Boundary Map**



# City of Blue Island

## TIF 5 Boundary Map

(Proj. # 12-203)



TIF 5
   
 Proposed TIF 5 Expansion

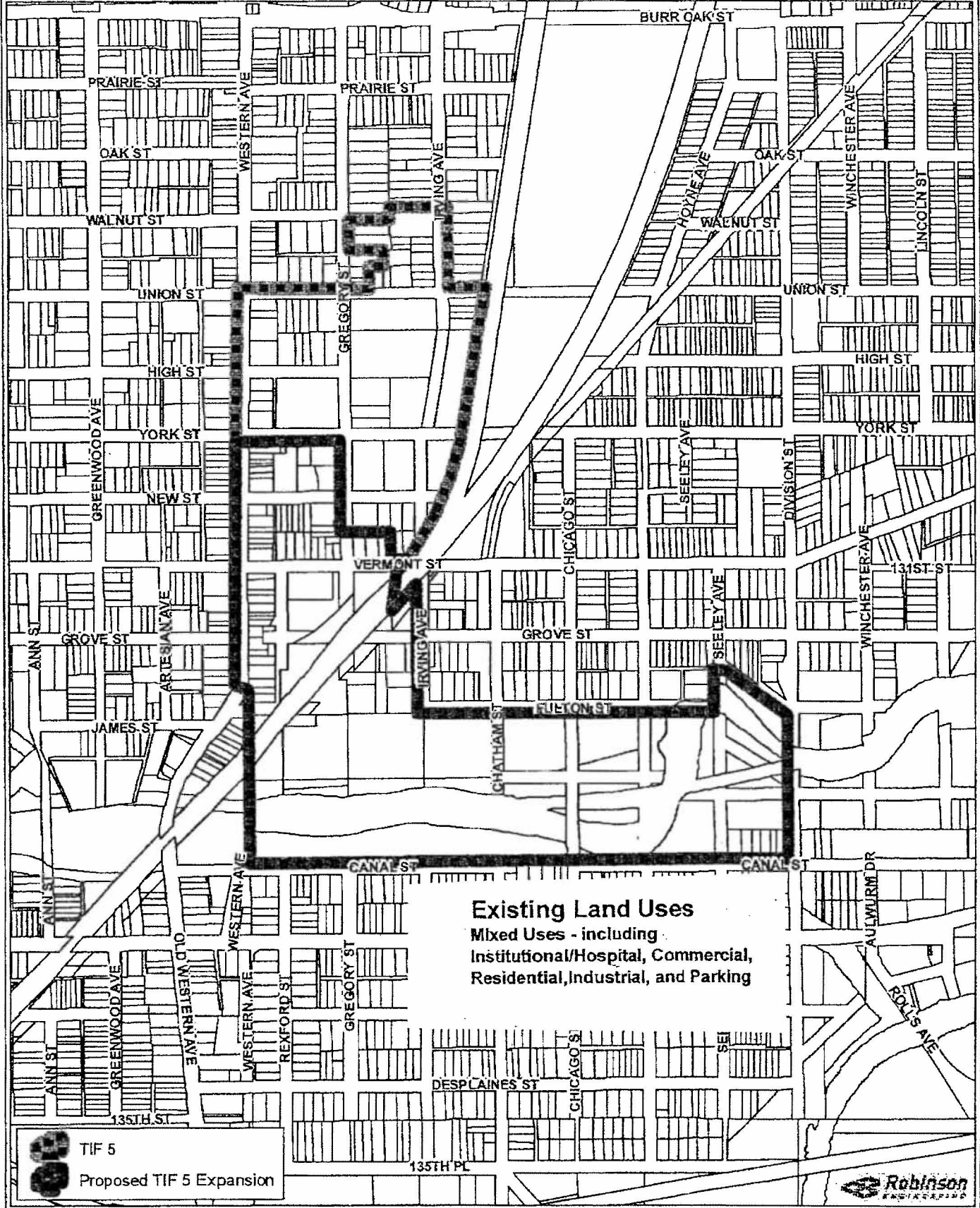
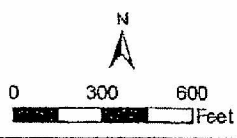


**EXHIBIT 3**  
**Existing Land Use Map**

# City of Blue Island

## TIF 5 Boundary Map

(Proj. # 12-203)

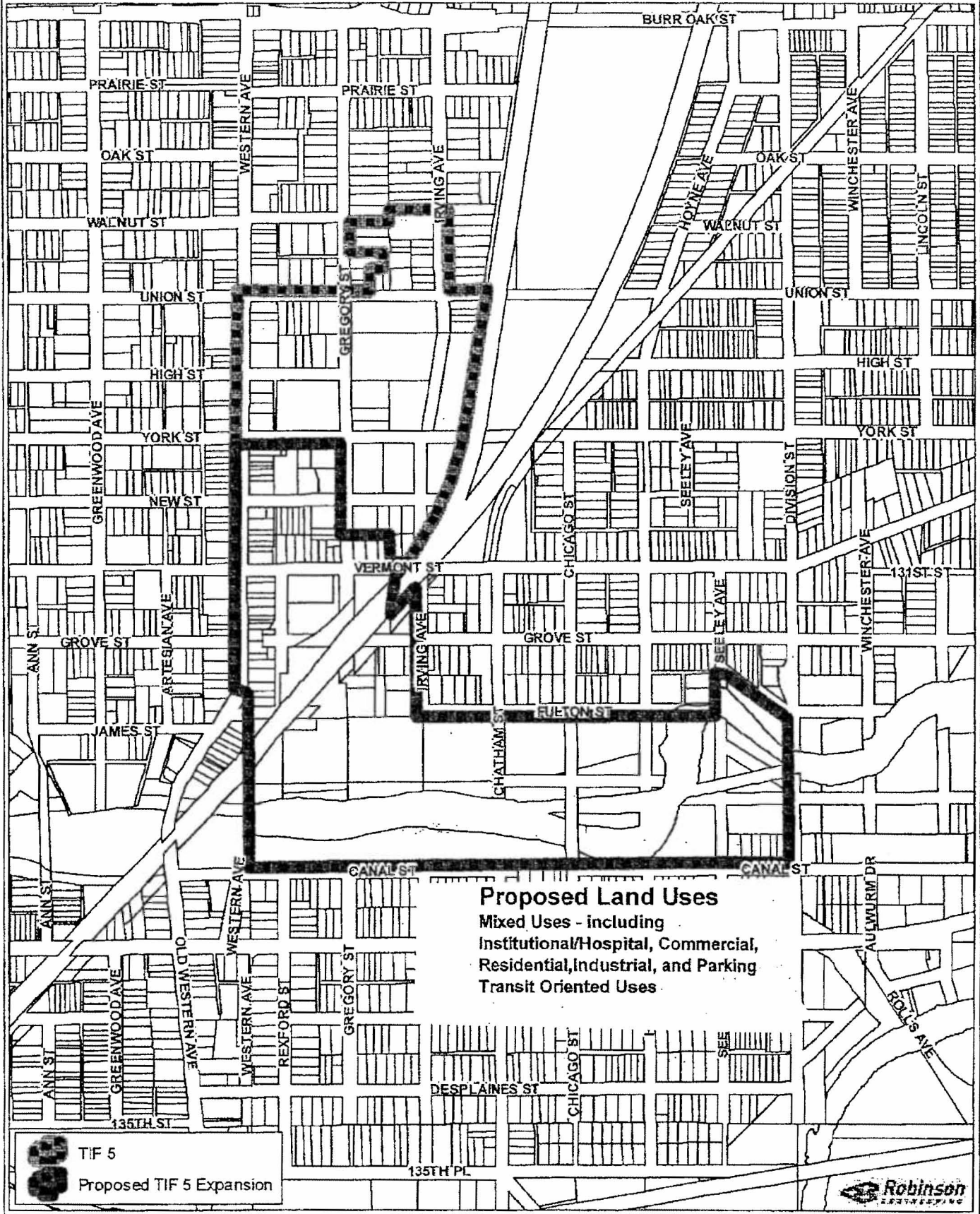
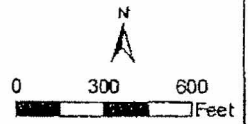


**EXHIBIT 4**  
**Proposed Land Use Map**

# City of Blue Island

## TIF 5 Boundary Map

(Proj. # 12-203)



**EXHIBIT 5**

**TIF Qualification Report –  
First Amendment to the TIF No. 5 Plan and Project**

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**CITY OF BLUE ISLAND, ILLINOIS  
PRELIMINARY TIF QUALIFICATION REPORT  
PROPOSED FIRST AMENDMENT TO  
REDEVELOPMENT PROJECT AREA NO. 5**

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A preliminary analysis to assess the likelihood that all or a portion of an area located in the City of Blue Island would qualify as a conservation area as defined in the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-3, et seq., as amended.

**Prepared for: City of Blue Island, Illinois**

**Prepared Jointly by: Kane, McKenna and Associates, Inc.  
and  
The City of Blue Island**

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May, 2012

**PROPOSED FIRST AMENDMENT TO  
REDEVELOPMENT PROJECT AREA NO. 5  
PRELIMINARY TIF QUALIFICATION ASSESSMENT**

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## EXECUTIVE SUMMARY

Kane, McKenna and Associates, Inc. (KMA) has been retained by the City of Blue Island, Illinois (the "City") to conduct an analysis of the potential qualification and amendment of certain property located in the City, to be addressed herein as the proposed First Amendment (the "First Amendment") to the Redevelopment Project Area No. 5 (the "RPA" or "TIF District").

The City is pursuing the RPA amendment as part of its strategy to promote the revitalization of the property and thereby assist the City in achieving its public policy goal of promoting economic redevelopment. By undertaking the designation, the City will help strengthen the RPA as a significant contributor to the City's overall economic base.

Based upon the preliminary analysis completed to date, KMA has reached the following conclusions regarding the potential qualification of the First Amendment area as a TIF District:

- 1) *The proposed First Amendment area meets the criteria for a "conservation area," as the term is defined under the TIF Act* – Overall, the parcels within the proposed TIF District either have declined, or are in danger of declining, toward a blighted condition. This condition prevents, or threatens to prevent, the healthy economic and physical development of properties in a manner that the community deems essential to its overall economic health. Because the majority of structures are over 35 years of age, the First Amendment area is especially vulnerable to potential physical decline and will likely meet statutory criteria as a conservation area TIF.
- 2) *Current conditions impede redevelopment* – The conditions found within the First Amendment area present a barrier to the area's successful redevelopment. Without the use of City planning and economic development resources to mitigate such conditions, potential redevelopment activities are not likely to be economically feasible.
- 3) *Viable redevelopment sites could produce incremental revenue* – Within the First Amendment area, there are parcels which potentially could be redeveloped or rehabilitated and thereby produce incremental property tax revenue. Such revenue, used in combination with other City resources for redevelopment incentives or public improvements, would likely stimulate private investment and reinvestment in these sites and ultimately throughout the First Amendment area and the original RPA No. 5.
- 4) *Pursuit of TIF designation is recommended* – To mitigate the existing conditions (thereby promoting the improved physical condition of the First Amendment area) and to leverage the City's investment and redevelopment efforts, KMA recommends that the City pursue the formal TIF amendment process for RPA No. 5.

Because the City will not pursue the redevelopment of residential parcels that could potentially dislocate 10 or more residential units within the proposed TIF district, the City will not conduct a housing impact study pursuant to the TIF Act.

## I. BACKGROUND

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In the context of ongoing planning for the proposed Redevelopment Project Area No. 5, the City has initiated a study of the area to determine whether it would potentially qualify as a TIF District. Kane, McKenna and Associates, Inc. agreed to undertake the study of the proposed First Amendment area on the City's behalf.

**Current Land Use.** The proposed First Amendment area is generally bounded on the north by York Street and Fulton Street, on the south by Canal Street, on the west by Division Street, and on the east by Western Avenue.

The area is located adjacent to the City's RPA No. 5, the Downtown, and the City's Transit Oriented District ("TOD").

Overall, the area faces a number of redevelopment impediments as described in Section IV of this report. Obsolescence, lagging equalized assessed values (EAV), and deterioration are some of the key impediments that reduce the competitiveness of the area.

**General Redevelopment Objectives.** The redevelopment of the proposed RPA is consistent with the City's overarching land use objectives, which are contained in the *Comprehensive Plan*, zoning ordinance and other land use planning elements. In the *Comprehensive Plan* adopted in 1984 (and updated for the Downtown area in 2005), the City has articulated a number of economic development objectives which would be supported by the City's adoption of the proposed RPA as a TIF District. For example, a stated goal is to promote "growth and redevelopment of businesses, commercial, and industrial areas."

Given the gap between the City's goals for the area versus the current conditions described in this report, the City has determined that the redevelopment of the proposed RPA would be highly beneficial to the community. With a redevelopment strategy in place, the economic base of the RPA would be stabilized and increased – thereby benefiting the community as a whole. Without such a redevelopment strategy, the adverse conditions identified in this report would likely worsen.

**General Scope and Methodology.** KMA performed its analysis by conducting a series of meetings and discussions with City staff, starting in October 2011 and continuing periodically up to the date of this report. The purpose of the meetings was to gather data related to the qualification criteria for properties included in the study area. These meetings were complemented by a series of field surveys for the entire area to evaluate conditions on a parcel-by-parcel basis and area wide basis. The field surveys and data collected have been utilized to test the likelihood that the proposed First Amendment area would qualify for TIF designation.

The qualification factors discussed in this report would qualify the First Amendment area as a conservation area, as the term is defined pursuant to the TIF Act.

For additional information about KMA's data collection and evaluation methods, refer to Section III of this report.

## II. QUALIFICATION CRITERIA

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With the assistance of City staff, Kane, McKenna and Associates, Inc. assessed the First Amendment area to determine the likelihood that qualifying factors listed in the Act would be present. The relevant provisions of the Act are cited below.

The Act sets out specific procedures which must be adhered to in designating a redevelopment project area (RPA). By definition, a “redevelopment project area” is:

“An area designated by the municipality, which is not less in the aggregate than 1½ acres and in respect to which the municipality has made a finding that there exist conditions which cause the area to be classified as a blighted area or a conservation area, or a combination of both blighted areas and conservation areas.”

Under the Act, “conservation area” means any improved or vacant area within the boundaries of a redevelopment project area located within the territorial limits of the municipality where certain conditions are met, as identified below.

**TIF Qualification Factors for a Conservation Area.** In accordance with the Illinois TIF Act, KMA performed a two-step assessment to determine if the proposed RPA qualified as a conservation area. First, KMA analyzed the threshold factor of age to determine if a majority of structures were 35 years of age or older.

Secondly, the area was examined to determine if a combination of three (3) or more of the following factors were present, each of which is (i) present, with that presence documented to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the improved part of the redevelopment project area. Per the TIF Act, such an area is not yet a blighted area but because of a combination of the following factors is detrimental to the public safety, health, morals or welfare and such an area may become a blighted area.

(A) Dilapidation. An advanced state of disrepair or neglect of necessary repairs to the primary structural components of building or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed.

(B) Obsolescence. The condition or process of falling into disuse. Structures become ill-suited for the original use.

(C) Deterioration. With respect to buildings, defects include but are not limited to, major defects in the secondary building components such as doors, windows, porches, gutters, downspouts, and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking and surface storage areas evidence deterioration, including, but limited to, surface cracking, crumbling, potholes, depressions, loose paving material and weeds protruding through paved surfaces.

(D) Presence of Structures Below Minimum Code Standards. All structures that do not meet the standards of zoning, subdivision, building, fire and other governmental codes applicable to property, but not including housing and property maintenance codes.

(E) Illegal Use of Individual Structures. The use of structures in violation of applicable federal, State, or local laws, exclusive of those applicable to the presence of structures below minimum code standards.

(F) Excessive Vacancies. The presence of buildings that are unoccupied or underutilized and that represent an adverse influence on the area because of the frequency, extent or duration of the vacancies.

(G) Lack of Ventilation, Light, or Sanitary Facilities. The absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke or other noxious airborne materials. Inadequate natural light and ventilation means the absence of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refers to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.

(H) Inadequate Utilities. Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines and gas, telephone and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the redevelopment project area; (ii) deteriorated, antiquated, and obsolete or in disrepair; or (iii) lacking within the redevelopment project area.

(I) Excessive Land Coverage and Overcrowding of Structures and Community Facilities. The over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as exhibiting excessive land coverage are: (i) the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety and (ii) the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking or inadequate provision for loading service.

(J) Deleterious Land-Use or Layout. The existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses, or uses considered to be noxious, offensive or unsuitable for the surrounding area.

(K) Environmental Clean-Up. The proposed redevelopment project area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for (or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for) the clean-up of hazardous waste, hazardous substances or underground storage tanks required by State or federal law. Any such remediation costs would constitute a material impediment to the development or redevelopment of the redevelopment project area.

(L) Lack of Community Planning. The proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan or that the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards or other evidence demonstrating an absence of effective community planning.

(M) "Stagnant" EAV. The total equalized assessed value of the proposed redevelopment project area has declined for three (3) of the last five (5) calendar years, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years, or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years. The finding is based on the last 5 years for which information is available.

### **III. EVALUATION METHODOLOGY**

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In evaluating the proposed First Amendment area's potential qualification as a TIF District, the following methodology was utilized:

- 1) Site surveys of the RPA were undertaken by representatives from Kane, McKenna and Associates, Inc., supplemented with photographic analysis of the sites. Site surveys were completed for each parcel of land within the proposed RPA.
- 2) KMA conducted evaluations of exterior structures and associated site improvements, noting such conditions as deterioration and obsolescence. Additionally, KMA reviewed the following data: 2005-2010 tax information from Cook County, Sidwell parcel tax maps, aerial photos, site data, local history (including discussions with City staff), and an evaluation of area-wide factors that have affected the area's development (e.g., lack of community planning, deleterious land-use and layout, etc.).
- 3) Existing structures and site conditions were initially surveyed only in the context of checking, to the best and most reasonable extent available, TIF Act factors applicable to specific structures and site conditions of the parcels.
- 4) The RPA was examined to assess the applicability of the different factors required for qualification as a TIF district. Examination was made by reviewing the information and determining how each measured when evaluated against the relevant factors. The RPA was evaluated to determine the applicability of the thirteen (13) different factors, as defined under the Act, which would qualify the area as a TIF district.

#### IV. QUALIFICATION FINDINGS FOR PROPOSED RPA

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Based upon KMA’s preliminary evaluation of parcels in the proposed First Amendment area and analysis of each of the eligibility factors summarized in Section II, the following factors are presented to support qualification of the proposed First Amendment area as a conservation area under the TIF Act. These factors are summarized in the table below.

Summary of TIF-Qualifying Factors

Maximum Possible Factors per Statute	Minimum Factors Needed to Qualify per Statute	Qualifying Factors Present in Proposed RPA
13	3	5 <ul style="list-style-type: none"> <li>• Lagging EAV</li> <li>• Obsolescence</li> <li>• Deleterious Layout</li> <li>• Lack of Community Planning</li> <li>• Deterioration</li> <li>• Excessive Vacancies</li> </ul>

**Findings for RPA.** The proposed RPA meets the qualifications for a conservation area under the statutory criteria set forth in the TIF Act. As a first step, KMA determined that 24 of 30 structures (80%) were 35 years in age or older (no County Assessor age data was available for the Metra and CTA Station and it was therefore assumed to be under 35 years in age). Secondly, KMA reviewed the 13 aforementioned criteria needed to qualify the area as a conservation area, determining that 5 factors were likely to be present:

1. Lagging or Declining EAV. The EAV of the TIF District has grown at a rate slower than the City-wide EAV for 4 of the last 5 years (refer to chart below). In addition, the properties have lagged the CPI for 3 of the last 5 years. Therefore, a finding of lagging EAV is made pursuant to the TIF Act.

EAV Trends for Proposed First Amendment Area

	2010	2009	2008	2007	2006	2005
Total EAV for TIF District	4,114,279	4,200,094	5,012,929	4,717,143	4,506,126	4,555,816
EAV Change (%)	(2.04)%	(16.21)%	6.27%	4.68%	(1.09)%	
City-wide EAV (Excluding TIF)	298,614,973	299,400,796	296,858,487	259,720,626	249,145,742	247,942,710
City EAV Change (%)	(0.26)%	0.86%	14.30%	4.24%	0.49%	
CPI	1.6%	-0.4%	3.8%	2.8%	3.2%	

Source: Cook County Assessor and U.S. Bureau of Labor Statistics

2. Obsolescence. The Act states that obsolescence is the condition or process of falling into disuse or structures that have become ill-suited for their original use. Overall, the RPA exhibits both functional and economic obsolescence.

Economic obsolescence is manifested by the lagging EAV first and foremost. As mentioned, the EAV has lagged the City EAV growth rate for 4 of the past 5 years. Additionally, there is functional obsolescence in terms of the age of structures, related deterioration, deleterious layout (see finding 3 below), and area wide planning deficiencies. As mentioned, a majority of parcels are over 35 years in age; in fact (per Cook County Assessor data) the majority exceeds 50 to 100 years in age.

Given the need to accommodate both shoppers and commuters taking the Metra trains, and parking ingress/egress deficiencies, the parking configuration by the Metra station is problematic since it requires access across railroad right of ways, and egress is difficult as well.

3. Deleterious Layout. A municipality can make a finding of deleterious layout or land use when there exists either (a) incompatible land-use relationships, (b) buildings occupied by inappropriate mixed-uses or uses considered to be noxious, or (c) uses offensive or unsuitable for the surrounding area. Most of the problems in the area reflect incompatible land use relationships. The area reflects piece-meal, uncoordinated development, in which competing land uses abut each other next to single-family residential uses both inside and outside the TIF District.



KMA observed the following indicators of deleterious land-use/layout:

- Minimal buffering between residential and non-residential uses.
- Ingress and egress are problematic – It is difficult for cars to exit leaving the Metra parking area, and difficult to enter the parking areas due to the configuration of railroad right of way and street layout. The ingress/egress problems are exacerbated by the physical layout of the parking areas.
- Limited parking – There is limited parking to serve a dual use of parking for shoppers and commuters and the hospital facility adjacent to the Downtown. Industrial uses abut residential uses and commercial and mixed uses.
- Loading and unloading – Because of very limited space along the streets, the loading and unloading by suppliers is difficult to execute from the front, and access from the rear is problematic since there is no dedicated loading area (it is also a parking area for employees and shoppers). Also, the access point to the rear parking/loading area is narrow and difficult to navigate.

In summary, considerations of such land use planning concepts as adequate building setbacks, landscape buffering between uses, the need for adequate loading/unloading and sufficient parking were not considerations when the majority of the proposed RPA was developed. Almost 1/3 of the structures are over 100 years old.

According to Cook County records, many of the improvements found within the RPA were developed over thirty-five (35) years ago. This applies to over 80% of the buildings in the area. The mixed uses represent uses that require additional coordination, given the numerous points of egress and ingress that were granted to hospital and industrial areas, but now contribute to poor traffic flow. Future land use patterns to be considered by the City could promote more appropriate land uses that will be designed to improve traffic flows, and provide buffers between the hospital, commercial, industrial, and adjacent residential areas. This coordination is important in relation to any City TOD planning or mixed uses that could be redeveloped as part of the City's redevelopment activities.

Approximately, 800 daily (work week) Metra commuters and other pedestrians must cross multiple train tracks and broad, congested Vermont Street without clear direction. To walk from the stations to Western Avenue or the hospital, one must cross a busy road and a T intersection without the benefit of a stoplight or sidewalk. To access the hospital from Vermont Street, pedestrians must walk up a sharp gradient and heavily trafficked road without a sidewalk. Improvement of the pedestrian environment with sidewalks, crosswalks, and traffic signaling and signage, especially at the intersection of Irving and Vermont is needed for safety reasons and to facilitate access to the hospital and downtown shopping district from public transit.

4. Lack of Community Planning. According to the Act, an area suffers from a lack of community planning if the area was developed prior to, or without the benefit of, a community plan. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, overcrowded parcels, parcels of inadequate shape and size to meet contemporary development standards, or other evidence demonstrating an absence of effective community planning.

The City did not have a comprehensive plan in place during the time period that the area was developed: the majority of the area developed over 50 years ago (based on Cook County Assessor building age data), and in the absence of any municipal comprehensive planning process to guide development.

The area's lack of community planning is evidenced by the land use problems identified in subsection 3 above. In particular, parking issues, lack of buffering between residential and commercial areas, and poor ingress/egress reflect the historical piece-meal, uncoordinated development.

In addition to the existing land use deficiencies, there are certain impediments for future redevelopment. In particular, parcels are of inadequate shape and size to meet contemporary development standards. For example, to attract modern retailers would necessitate the assembly of parcels to create a larger "footprint" for redevelopment, greater depth, and the requisite space for the efficient, safe routing of vehicular traffic. These indicators all reinforce the fact that the area was developed without benefit of a modern, comprehensive community plan.

In summary, modern development of the improved areas within the TIF District should discourage the mixing of conflicting land-uses without sufficient land platting, provide buffers between commercial and residential areas, establish appropriate land development ratios (e.g., floor area ratios), and set other restrictions to prevent problems that arise out of incompatible uses.

The improvements were largely developed before the City's 1984 Comprehensive Plan was adopted (and as updated for the RPA in 2005). Some of the improvements are industrial, commercial and institutional buildings that include features that are inadequate in relation to contemporary development standards. For example, industrial buildings border residential uses at the north part of the RPA and truck traffic, requires coordination to adjacent institutional and residential uses. Residential uses (both single and multi family) are interspersed with the uses described above. In contrast, modern land use planning would establish greater bumper zones between residential and non-residential uses and would provide for truck traffic circulation and loading areas.

The area as a whole demonstrates the results of the lack of the lack of community planning. The absence of coordinated parking for hospital and transit oriented uses, and the age of the structures all contribute to the finding that the area was developed without the benefit of modern comprehensive community planning. Industrial and rail-related uses border residential use with minimal buffering between such uses. Hospital related uses are also interspersed with commercial, residential, and industrial uses. Improved coordination between uses will be required as part of any redevelopment.

Commercial truck traffic mixes with passenger and emergency vehicle and pedestrian foot traffic to and around the hospital. Three commuter rail lines add to the congestion and make the intersection at Vermont/Irving and Metra tracks particularly unsafe.

The City intends to relocate industrial businesses from the area behind the hospital to a more appropriate location in the city, where truck traffic is routed on dedicated paths. Following relocation of the existing business, the parcel will become either an expansion zone for the hospital or the location of consolidated Metra commuter parking.

The RPA will require effective and sustained economic development plans and strategies to address the coordinated redevelopment of the entire RPA. This is not to necessarily say that improvements did not take place over the years, but that they were implemented without the guidance of a coordinated plan directed toward long-term benefit for Downtown district and the adjacent areas.

5. Deterioration. Various degrees of deterioration were observed throughout the proposed TIF District. Much of the observed deterioration centered around the condition of surface improvements such as the alleys and parking lots. These surface improvements had multiple potholes, uneven pavement and cracks.

Building results were mixed: generally storefront exteriors appeared to be in adequate physical condition, but the rear of buildings evidenced deterioration (e.g., need for repainting, tuckpointing, and maintenance of porches and wood frame components (some wood was bare and warping for example)).

6. Excessive Vacancies. Several storefronts located along Western Avenue are vacant and have been vacant for three (3) to five (5) years. The storefronts are in a visible location and represent an adverse influence on the Downtown and overall market perception of the area. Redevelopment activities would be directed to reducing vacancies and encouraging the occupancy of vacant properties.

## **V. SUMMARY OF FINDINGS; GENERAL ASSESSMENT OF QUALIFICATION**

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The following is a summary of relevant qualification findings as it relates to the City potentially designating the proposed First Amendment area as a TIF District.

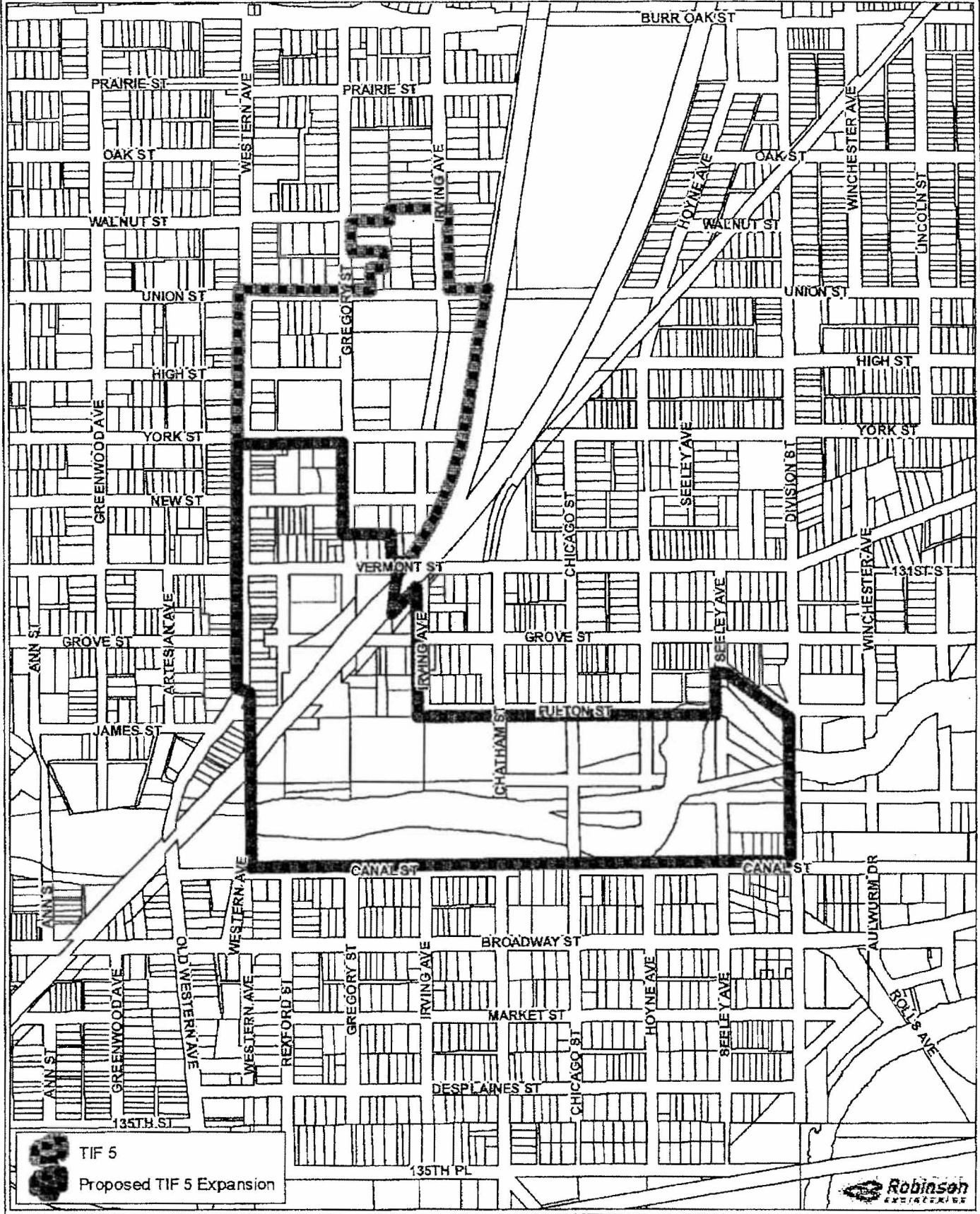
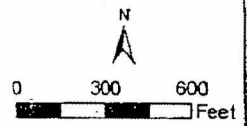
- The area is contiguous and is greater than 1½ acres in size;
- The proposed First Amendment area meets the criteria for a conservation area TIF District, if the City pursues this course of action. The qualifying factors found in the First Amendment area are present to a meaningful extent and are evenly distributed throughout the First Amendment area. A more detailed analysis of the qualification findings is outlined in Section IV of this report;
- All property in the area would substantially benefit by the proposed redevelopment project improvements;
- The sound growth of taxing districts applicable to the area, including the City, has been impaired by the factors found present in the area; and
- The area would not be subject to redevelopment without the investment of public funds, including property tax increment.

In the judgment of KMA, these preliminary findings support the case for the City to initiate a formal process to consider the proposed First Amendment area as a TIF District.

# City of Blue Island

## TIF 5 Boundary Map

(Proj. # 12-203)



### Current TIF District Five Legal Description

That part of the West Half of the Northwest Quarter of Section 31, Township 37 North, Range 14 East of the Third Principal Meridian comprising parts of blocks 2 through 5, both inclusive in Sander's Addition to Blue Island located in said Section 31, blocks 7, 8, 10 and 12 in Sander's Second Addition, Uhlich's Subdivision of the West 132.4 feet of the North 180.9 feet of block 7 of said Sander's Second Addition, Bourke's Subdivision of block 11 of said Sander's Seconds Addition, Wattle's Addition to Blue Island, being a subdivision of the Northwest Quarter of the Northwest Quarter of said Section 31, Lots 39,40 and 41 of J. P. Young's Second Addition, being a subdivision of parts of blocks 1, 2, and 3 of said Wattle's Addition, and a Subdivision of Lot 39 (except the North 10 feet thereof) in said J.P. Young's Seconds Addition, bounded and more particularly described as follows: beginning at the northeast corner of Lot 1 in Block 6 of said Sander's Addition to Blue Island, (also being the intersection of the West line of Gregory Street and the South line of York Street); thence westerly along the southerly line of York Street and the westerly prolongation of the southerly line of York Street, to the West line of said West Half; thence North along said West line to the westerly prolongation of the northerly line of Union Street; thence easterly along said westerly prolongation and said northerly line of Union Street to the West line of the East 65 feet of the West 160 feet of Lot 8 in Block 3 in said Wattle's addition to Blue Island; thence North along the last described West line to the South line of Lot 7 in Block 3 in said Wattle's addition to Blue Island; thence East, 65 feet, along the last described South line to East line of the West 160 feet of said Lot 7; thence North, 75 feet, along the last described East line to the South line of Lot 40 in said J.P. Young's Second Addition to Blue Island; thence West, 160 feet, along said South line of Lot 40 to the East line of Gregory Street; thence North along said East line of Gregory Street to the North line of the North 75 feet of the South 89 feet of Lot 41 in said J.P. Young's Second Addition; thence East along

*January 23, 2012*

the North line of the North 75 feet of said South 89 feet to the West line of the East 214 feet of said Lot 41; thence North along the West line of the East 214 feet of said Lot 41 to the North line of the South 14 feet of Lot 42 in said J.P. Young's Second Addition; thence East along the last described North line and the easterly prolongation of the last described North line, 284 feet more or less, to the East line of Irving Avenue; thence South along said East line of Irving Avenue to the North line of Union Street; thence East along the North line of Union Street and the easterly prolongation thereof to the westerly line of the Chicago, Rock Island and Pacific Railroad 100 foot right of way in the West Half of the Northwest Quarter of said Section 31; thence southerly and southwesterly along said westerly line of the Chicago, Rock Island and Pacific Railroad to the South line of the West Half of the Northwest Quarter of said Section 31; thence West along the South line of said Northwest Quarter to the southerly prolongation of the West line of Lot 9 in Block 2 of said Sander's Addition to Blue Island; thence North along said southerly prolongation and said West line of Lot 9 to the northwest corner of said Lot 9 (also being the southeast corner of Lot 3 in said Block 2); thence West along the South lines of Lots 3, 4, 5 in said Block 2 and the westerly prolongation of said Lots in said Sander's Addition to Blue Island, to the West line of Gregory Street; thence North along said West line of Gregory Street to the Point of Beginning, all in Cook County, Illinois.

### Proposed TIF District Five Expansion Legal Description

That part of the West Half of the Northwest Quarter, the West Half of the Southwest Quarter, the East Half of the Southwest Quarter and the West Half of the Southeast Quarter, Section 31, Township 37 North, Range 14 East of the Third Principal Meridian comprising parts of Blocks 1, 2 and 6 in Sander's Addition to Blue Island located in said Section 31, Blocks 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, 48, 49, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 67, 68, 69, 90, 91, 92, 94, 95, 97, 98, 99, 100 and 101 in Town of Blue Island in Sections 31 and 32, Subdivision of Block 17 in said Town of Blue Island, Boehl's Resubdivision of the south 220.5 feet of Block 18 in said Town of Blue Island, Resubdivision of Block 93 in said Town of Blue Island, Resubdivision of Lot 3 (except the south 6 feet of the west 96 feet), Lot 4 (except the south 28 feet and the west 96 feet) and Lot 5 all in Block 94 in said Town of Blue Island, Rexford and Bellamy's Subdivision of Block 96 in said Town of Blue Island, Rexford and Bellamy's Subdivision of Block 98 in said Town of Blue Island, Resubdivision of Lots 3 and 2 and the north 20 feet of Lot 1 in Block 98 in said Town of Blue Island, Owner's Resubdivision of Lot 5 and the west 40 feet of Lot 4 and the north half of the former Canal Feeder south and adjacent to Lot 4 and 5 in Block 100 of said Town of Blue Island, Kieffer's Subdivision of the west half of Block 23 in said Town of Blue Island, Kieffer's Addition to Blue Island, Subdivision of Block 25 in said Town of Blue Island, bounded and more particularly described as follows: Beginning at the northeast corner of Lot 1, Block 6 in said Sander's Addition to Blue Island (also being the intersection of the south line of York Street and the west line of Gregory Street); thence west along the south line of said York Street and the westerly prolongation of the south line of said York Street, to the west line of the West Half of said Northwest Quarter; thence south along said west line to the north line of the West Half of said Southwest Quarter; thence, continuing south, along the west line of the West Half of said Southwest Quarter to the north line of Lot 1 in said Resubdivision of Lot 93 in said Town of Blue Island



(also being the south line of Canal Street); thence east along said north line, the north lines of Lot 1, Lot 2, Lot 3 and Lot 4 in said Resubdivision of Lot 3 (except the south 6 feet of the west 96 feet), Lot 4 (except the south 28 feet and the west 96 feet) and Lot 5 all in Block 94 in said Town of Blue Island, the north lines of Lot 2 and Lot 1 of Block 94 in said Town of Blue Island, the north lines of Lot 5, Lot 4, Lot 3, Lot 2 and Lot 1 of Block 95 in said Town of Blue Island, the north lines of Lot 12, Lot 11, Lot 10, Lot 9, Lot 8, Lot 7, Lot 6, Lot 5, Lot 4, Lot 3, Lot 2 and Lot 1 in said Rexford and Bellamy's Subdivision of Block 96 in said Town of Blue Island, and the north line of Lot 5 of Block 97 in said Town of Blue Island, to the east line of Lot 5 of Block 97 in said Town of Blue Island; thence north along the northerly prolongation of the east line of Lot 5 of Block 97 in said Town of Blue Island, to the south line of Block 62 in said Town of Blue Island (also being the north line of Canal Street); thence east along said south line, to the east line of Block 62 in said Town of Blue Island (also being the west line of Chicago Street); thence south along said east line and the southerly prolongation of the east line of Block 62 in said Town of Blue Island, to the northeast corner of Lot 1 of Block 97 in said Town of Blue Island (also being the intersection of the south line of Canal Street and the west line of Chicago Street); thence east along the north line of Lot 6, Lot 5 and Lot 4 in said Rexford and Bellamy's Subdivision of Block 98 in said Town of Blue Island, the north line of Lot 3, Lot 2 and Lot 1 in said Resubdivision of Lots 3 and 2 and the north 20 feet of Lot 1 in Block 98 in said Town of Blue Island, the north line of Lot 2 and Lot 1 of Block 99 in said Town of Blue Island, the north line of Lot 1 and Lot 2 in said Owner's Resubdivision of Lot 5 and the west 40 feet of Lot 4 and the north half of the former Canal Feeder south and adjacent to Lot 4 and 5 in Block 100 of said Town of Blue Island, the north lines of Lot 4, Lot 3, Lot 2 and Lot 1 of Block 100 of said Town of Blue Island (also being the south line of Canal Street), to the northwest corner of Lot 5 of Block 101 of said Town of Blue Island (also being the intersection of the east line of Division Street and the south line of Canal Street); thence north along the west line of Lot 6 and Lot 5 of Block 90 in said Town of Blue Island, the

west line of Lot 5 of Block 69 in said Town of Blue Island, the west line of Lot 5 of Block 48 in said Town of Blue Island and the west lines of Lot 6 and Lot 5 of Block 26 in said Town of Blue Island (also the east line of Division Street) to the easterly prolongation of the north line of Lot 5 in said Subdivision of Block 25 in said Town of Blue Island; thence west along said easterly prolongation, to the west right of way line of Division Street; thence south and southeast along the west right of way line of Division Street to the southwest line of Lot 9 in said Subdivision of Block 25 in said Town of Blue Island (also being the northeast line of Girard Street); thence northwest along said southwest line, to the east line of Lot 10 in said Subdivision of Block 25 in said Town of Blue Island; thence south along said east line to the southwest line of Ordinance Number 87-99 vacating a portion of Girard Street recorded as Document Number 90298570 (also being the present northeast line of Girard Street); thence northwest along said southwest line and the northwesterly prolongation thereof to the east line of Lot 1 in said Kieffer's Addition to Blue Island (also being the west line of Seeley Avenue); thence south along said east line, the east lines of Lot 18, Lot 17, Lot 16 and Lot 15 in said Kieffer's Addition to Blue Island, to the south line of said Lot 15 (also being the intersection of the west line of Seeley Avenue and the north line of Fulton Street); thence west along said south line, the south line of Lot 14 in said Kieffer's Addition to Blue Island, the south lines of Lot 10, Lot 9 and Lot 8 of Block 23 in said Town of Blue Island, the south lines of Lot 12, Lot 11, Lot 10, Lot 9, Lot 8 and Lot 7 in said Kieffer's Subdivision of the west half of Block 23 in said Town of Blue Island, the south lines of Lot 10, Lot 9, Lot 8, Lot 7 and Lot 6 of Block 22 in said Town of Blue Island, the south lines of Lot 10, Lot 9, Lot 8, Lot 7 and Lot 6 of Block 21 in said Town of Blue Island, to the west line of Lot 6 of Block 21 in said Town of Blue Island (also being the east line of Irving Avenue); thence north along said west line, the west line of Lot 5 of Block 21 in said Town of Blue Island, the west lines of Lot 6 and Lot 5 of Block 14 in said Town of Blue Island, and the northerly prolongation of the west line of Lot 5 of Block 14 in said Town of Blue Island, to the south line of the Northwest Quarter of said

Section 31; thence west along said south line to the southerly prolongation of the west line of Lot 9 of Block 2 in said Sander's Addition to Blue Island; thence north along said southerly prolongation and the west line of Lot 9 of Block 2 in said Sander's Addition to Blue Island to the south line of Lot 3 of Block 2 in said Sander's Addition to Blue Island; thence west along said south line, the south lines of Lot 4 and Lot 5 of Block 2 in said Sander's Addition to Blue Island and the westerly prolongation of the south line of said Lot 5, to the east line of Lot 3 of Block 1 in said Sander's Addition to Blue Island (also being the west line of Gregory Street); thence north along said east line, the east lines of Lot 2 and Lot 1 of Block 1 in said Sander's Addition to Blue Island, the east lines of Lot 4, Lot 3, Lot 2 and Lot 1 of Block 6 in said Sander's Addition to Blue Island, to the Point of Beginning.

Blue Island EAV Analysis  
TIF 5 Amendment

No.	PIN	Tax Code	2010 EAV	2009 EAV	2008 EAV	2007 EAV	2006 EAV	2005 EAV
1	25-31-119-002	14002	14,702	15,014	20,088	26,477	25,208	26,506
2	25-31-119-006	14002	exempt	exempt	exempt	exempt	exempt	exempt
3	25-31-119-007	14002	exempt	exempt	exempt	exempt	exempt	exempt
4	25-31-119-009	14002	130,268	133,035	126,430	98,285	93,575	94,418
5	25-31-119-016	14002	102,353	104,627	92,387	65,322	62,191	62,751
6	25-31-119-017	14002	123,374	125,995	111,355	77,331	73,625	74,289
7	25-31-119-018	14002	exempt	exempt	exempt	exempt	exempt	exempt
8	25-31-119-019	14002	exempt	exempt	exempt	exempt	exempt	exempt
9	25-31-119-020	14002	277,900	283,803	322,040	236,285	224,981	363,356
10	25-31-119-021	14002	107,144	109,420	103,989	93,004	88,547	89,345
11	25-31-119-022	14002	61,225	62,525	59,420	55,786	53,112	53,591
12	25-31-119-023	14002	470,659	480,657	645,731	607,190	578,089	583,298
13	25-31-119-024	14002	exempt	exempt	exempt	exempt	exempt	exempt
14	25-31-121-001	14002	111,458	113,825	108,692	266,311	253,548	417,866
15	25-31-121-002	14002	59,684	60,952	57,928	46,407	44,183	44,581
16	25-31-121-003	14002	90,526	92,449	93,525	293,946	279,858	116,741
17	25-31-121-004	14002	149,081	152,248	208,437	162,219	154,444	155,836
18	25-31-121-005	14002	149,216	152,366	208,347	162,401	154,617	156,011
19	25-31-121-006	14002	139,382	142,343	194,452	203,339	193,593	195,336
20	25-31-121-007	14002	279,375	285,309	396,702	346,279	329,683	332,654
21	25-31-121-008	14002	440,897	450,262	622,489	548,233	521,958	526,661
22	25-31-121-009	14002	4,815	4,917	6,735	6,248	5,949	6,002
23	25-31-121-010	14002	45,078	46,036	58,830	60,982	58,059	58,582
24	25-31-121-011	14002	47,523	48,533	61,320	63,359	60,323	60,066
25	25-31-121-012	14002	14,451	14,758	20,204	18,753	17,854	18,015
26	25-31-121-013	14002	16,282	16,628	22,846	21,315	20,293	20,476
27	25-31-121-014	14002	13,454	13,740	18,840	17,524	16,684	16,835
28	25-31-121-015	14002	19,110	19,516	26,852	25,103	23,900	24,115
29	25-31-121-016	14002	29,113	29,731	40,825	36,115	34,384	34,694
30	25-31-121-017	14002	21,599	22,057	30,266	28,180	26,830	27,071
31	25-31-121-018	14002	24,003	24,595	33,679	31,257	29,759	30,027
32	25-31-121-019	14002	19,110	19,516	26,852	25,103	23,900	24,115
33	25-31-121-022	14002	14,127	14,427	19,760	20,263	19,292	19,466
34	25-31-121-030	14002	8,306	8,483	8,057	7,380	7,026	7,090

Blue Island EAV Analysis  
TIF 5 Amendment

No.	PIN	Tax Code	2010 EAV	2009 EAV	2008 EAV	2007 EAV	2006 EAV	2005 EAV
35	25-31-121-031	14002	48,428	49,466	66,649	67,363	64,135	64,713
36	25-31-121-032	14002	10,666	10,892	14,634	11,253	10,714	10,811
37	25-31-121-033	14002	42,587	43,491	61,172	64,156	61,081	new parcel
38	25-31-121-034	14002	22,024	22,492	30,218	29,972	28,535	new parcel
39	25-31-121-035	14002	17,685	18,060	24,267	24,068	22,914	new parcel
40	25-31-122-006	14002	27,954	26,125	24,416	22,819	21,326	19,931
41	25-31-122-007	14002	12,913	12,913	30,438	14,413	26,579	25,111
42	25-31-122-008	14002	26,921	26,921	40,123	28,558	28,558	36,017
43	25-31-300-001	14002	288,849	294,485	280,717	207,434	197,492	199,272
44	25-31-300-002	14002	exempt	exempt	exempt	exempt	exempt	exempt
45	25-31-300-003	14002	exempt	exempt	exempt	exempt	exempt	exempt
46	25-31-300-004	14002	exempt	exempt	exempt	exempt	exempt	exempt
47	25-31-300-005	14002	154,341	167,620	195,107	177,946	169,417	170,944
48	25-31-300-006	14002	106,362	108,622	103,232	52,260	49,755	50,203
49	25-31-300-010	14002	65,159	66,543	63,242	57,842	55,070	55,566
50	25-31-300-011	14002	84,150	85,938	81,870	66,721	63,523	64,095
51	25-31-300-013	14002	exempt	exempt	exempt	exempt	exempt	exempt
52	25-31-300-014	14002	8,956	11,256	12,439	14,276	14,827	16,206
53	25-31-301-001	14002	43,184	44,101	85,757	81,879	77,955	78,657
54	25-31-301-003	14002	exempt	exempt	exempt	exempt	exempt	exempt
55	25-31-301-004	14002	exempt	exempt	exempt	exempt	exempt	exempt
56	25-31-302-001	14002	exempt	exempt	exempt	exempt	exempt	exempt
57	25-31-302-002	14002	exempt	exempt	exempt	exempt	exempt	exempt
58	25-31-302-003	14002	exempt	exempt	exempt	exempt	exempt	exempt
59	25-31-302-006	14002	exempt	exempt	exempt	exempt	exempt	exempt
60	25-31-302-007	14002	exempt	exempt	exempt	exempt	exempt	exempt
61	25-31-308-002	14002	exempt	exempt	exempt	exempt	exempt	exempt
62	25-31-308-003	14002	exempt	exempt	exempt	exempt	exempt	exempt
63	25-31-308-004	14002	exempt	exempt	exempt	exempt	exempt	exempt
64	25-31-308-005	14002	exempt	exempt	exempt	exempt	exempt	exempt
65	25-31-308-006	14002	exempt	exempt	exempt	exempt	exempt	exempt
66	25-31-308-007	14002	exempt	exempt	exempt	exempt	exempt	exempt
67	25-31-308-008	14002	exempt	exempt	exempt	exempt	exempt	exempt
68	25-31-308-009	14002	exempt	exempt	exempt	exempt	exempt	exempt

Blue Island EAV Analysis  
TIF 5 Amendment

No.	PIN	Tax Code	2010 EAV	2009 EAV	2008 EAV	2007 EAV	2006 EAV	2005 EAV
69	25-31-309-001	14002	exempt	exempt	exempt	exempt	exempt	exempt
70	25-31-310-004	14002	44,890	45,843	43,566	39,092	37,219	37,554
71	25-31-310-005	14002	exempt	exempt	exempt	exempt	exempt	exempt
72	25-31-310-006	14002	79,646	81,337	77,304	60,677	57,769	41,932
73	25-31-310-007	14002	exempt	exempt	exempt	exempt	exempt	exempt
74	25-31-310-008	14002	exempt	exempt	exempt	exempt	exempt	exempt
75	25-31-310-009	14002	exempt	exempt	exempt	exempt	exempt	exempt
76	25-31-310-010	14002	exempt	exempt	exempt	exempt	exempt	exempt
77	25-31-310-011	14002	exempt	exempt	exempt	exempt	exempt	exempt
78	25-31-310-012	14002	exempt	exempt	exempt	exempt	exempt	exempt
79	25-31-310-013	14002	6,782	6,926	13,469	11,870	11,302	11,403
80	25-31-310-014	14002	38,567	39,386	37,432	34,147	32,510	32,803
81	25-31-316-001	14001	exempt	exempt	exempt	exempt	exempt	exempt
82	25-31-317-002	14001	exempt	exempt	exempt	exempt	exempt	exempt
83	25-31-317-003	14001	exempt	exempt	exempt	exempt	exempt	exempt
84	25-31-318-001	14001	railroad	railroad	railroad	railroad	railroad	railroad
85	25-31-318-002	14001	exempt	exempt	exempt	exempt	exempt	exempt
86	25-31-319-001	14001	exempt	exempt	exempt	exempt	exempt	exempt
87	25-31-320-001	14001	exempt	exempt	exempt	exempt	exempt	exempt
88	25-31-321-002	14001	exempt	exempt	exempt	exempt	exempt	exempt
89	25-31-321-003	14001	exempt	exempt	exempt	exempt	exempt	exempt
90	25-31-322-002	14001	exempt	exempt	exempt	exempt	exempt	exempt
91	25-31-322-003	14001	exempt	exempt	exempt	exempt	exempt	exempt
92	25-31-323-001	14001	exempt	exempt	exempt	exempt	exempt	exempt
93	25-31-324-001	14001	exempt	exempt	exempt	exempt	exempt	exempt
94	25-31-325-001	14001	exempt	exempt	exempt	exempt	exempt	exempt
95	25-31-326-001	14001	exempt	exempt	exempt	exempt	exempt	exempt
96	25-31-327-001	14001	exempt	exempt	exempt	exempt	exempt	exempt
97	25-31-328-002	14001	exempt	exempt	exempt	exempt	exempt	exempt
98	25-31-328-003	14001	exempt	exempt	exempt	exempt	exempt	exempt
99	25-31-329-001	14001	exempt	exempt	exempt	exempt	exempt	exempt
100	25-31-330-001	14001	exempt	exempt	exempt	exempt	exempt	exempt
101	25-31-331-001	14001	exempt	exempt	exempt	exempt	exempt	exempt
102	25-31-332-001	14001	exempt	exempt	exempt	exempt	exempt	exempt

Blue Island EAV Analysis  
TIF 5 Amendment

No.	PIN	Tax Code	2010 EAV	2009 EAV	2008 EAV	2007 EAV	2006 EAV	2005 EAV
103	25-31-333-001	14001	exempt	exempt	exempt	exempt	exempt	exempt
104	25-31-334-001	14001	exempt	exempt	exempt	exempt	exempt	exempt
105	25-31-335-001	14001	exempt	exempt	exempt	exempt	exempt	exempt
106	25-31-336-001	14001	exempt	exempt	exempt	exempt	exempt	exempt
107	25-31-336-006	14001	21,460	35,416	33,661	26,096	24,845	25,069
108	25-31-336-007	14001	27,879	25,868	24,176	22,594	21,116	19,735
109	25-31-336-008	14001	35,397	30,574	24,102	23,935	21,830	42,207
110	25-31-336-009	14001	0	0	76	1,076	1,076	1,576
111	25-31-336-010	14001	39,294	36,723	34,321	32,076	29,978	28,017
112	25-31-336-011	14001	45,576	52,671	56,048	46,700	44,431	31,994
113	25-31-500-001	14002	exempt	exempt	exempt	exempt	exempt	exempt

<b>Total</b>	<b>4,114,279</b>	<b>4,200,094</b>	<b>5,012,929</b>	<b>4,717,143</b>	<b>4,506,126</b>	<b>4,655,816</b>
<b>percentage Increase/decrease</b>	<b>-2.04%</b>	<b>-16.21%</b>	<b>6.27%</b>	<b>4.68%</b>	<b>-1.09%</b>	
<b>City of Blue Island EAV</b>	<b>302,729,252</b>	<b>303,600,890</b>	<b>301,871,416</b>	<b>264,437,769</b>	<b>253,651,868</b>	<b>252,498,526</b>
<b>Balance of City EAV</b>	<b>298,614,973</b>	<b>299,400,796</b>	<b>296,858,487</b>	<b>259,720,626</b>	<b>249,145,742</b>	<b>247,942,710</b>
<b>percentage Increase/decrease</b>	<b>-0.26%</b>	<b>0.86%</b>	<b>14.30%</b>	<b>4.24%</b>	<b>0.49%</b>	

Alderman \_\_\_\_\_ moved and Alderman \_\_\_\_\_ seconded the motion that said Ordinance as presented and read by the City Clerk be adopted.

After a full discussion thereof including a public recital of the nature of the matter being considered and such other information as would inform the public of the nature of the business being conducted, the Mayor directed that the roll be called for a vote upon the motion to adopt said Ordinance as read.

Upon the roll being called, the following Aldermen voted AYE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

The following Aldermen voted NAY: \_\_\_\_\_

\_\_\_\_\_

Whereupon the Mayor declared the motion carried and said Ordinance adopted, approved and signed the same in open meeting and directed the City Clerk to record the same in full in the records of the City Council of the City of Blue Island, Cook County, Illinois, which was done.

Other business not pertinent to the adoption of said Ordinance was duly transacted at the meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

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



STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

**CERTIFICATION OF ORDINANCE AND MINUTES**

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Blue Island, Cook County, Illinois (the “City”), and that as such official I am the keeper of the records and files of the City Council of the City (the “Corporate Authorities”).

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Corporate Authorities held on the \_\_\_\_ day of \_\_\_\_\_, 2012, insofar as same relates to the adoption of an Ordinance entitled:

**AN ORDINANCE OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS,  
AMENDING A TAX INCREMENT REDEVELOPMENT PLAN AND  
REDEVELOPMENT PROJECT FOR THE FIRST AMENDMENT TO THE TIF #5  
REDEVELOPMENT PROJECT AREA**

a true, correct and complete copy of which said Ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said Ordinance were conducted openly, that the vote on the adoption of said Ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Corporate Authorities at least 48 hours in advance of the holding of said meeting; that said agenda described or made specific reference to said Ordinance; that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Corporate Authorities.

**IN WITNESS WHEREOF**, I hereunto affix my official signature and the seal of the City, this \_\_\_\_ day of \_\_\_\_\_, 2012.

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

(SEAL)

SECOND ORDINANCE

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

**ORDINANCE NO.:** \_\_\_\_\_

**DATE OF PASSAGE:** \_\_\_\_\_, 2012

**AN ORDINANCE OF THE CITY OF BLUE ISLAND,  
COOK COUNTY, ILLINOIS, AMENDING THE TIF #5  
REDEVELOPMENT PROJECT AREA (FIRST AMENDMENT TO TIF #5) OF SAID  
CITY A REDEVELOPMENT PROJECT AREA PURSUANT  
TO THE TAX INCREMENT ALLOCATION REDEVELOPMENT ACT**

**WHEREAS**, the City of Blue Island, Cook County, Illinois (the "City"), is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

**WHEREAS**, it is desirable and in the best interest of the citizens of the City of Blue Island, Cook County, Illinois, for the City to implement tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article 11 of the Illinois Municipal Code, as amended (the "Act"), for a proposed amendment to the redevelopment and redevelopment project (the "*Plan and Project*") within the municipal boundaries of the City within a proposed amended redevelopment project area (the "*Area*") described in Section 2 of this Ordinance; and

**WHEREAS**, the Corporate Authorities have heretofore by ordinance amended the Plan and Project, which amended Plan and Project were identified in such ordinance and were the subject, along with the Area designation hereinafter made, of a public hearing held on April 24, 2012, and it is now necessary and desirable to amend the Area as a redevelopment project area pursuant to the Act.

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

**SECTION 1. *Recitals*** That the above recitals and findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

**SECTION 2. *Area Amended***. That the amended Area, as legally described in Exhibit A, a copy of which is attached hereto and made a part hereof, as if fully set forth in its entirety, is hereby amended and designated as a redevelopment project area pursuant to Section 11-74.4-4 of the Act. The general street location for the Area is described in Exhibit B, a copy of which is attached hereto and made a part hereof, as if fully set forth in its entirety. The map of the amended Area is depicted on Exhibit C, a copy of which is attached hereto and made a part hereof, as if fully set forth in its entirety.

**SECTION 3. *Severability***. This Ordinance, and its parts, is declared to be severable and if any section, clause, provision, or portion thereof of this Ordinance is declared invalid, the invalidity thereof shall not affect the validity of any other provisions of this Ordinance which shall remain in full force and effect.

**SECTION 4. *Superseder***. All ordinances, resolutions, motions, or orders in conflict with any provision of this Ordinance are, to the extent of such conflict, hereby repealed.

**SECTION 5. *Effective Date***. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
**CITY CLERK OF THE CITY OF BLUE ISLAND  
COUNTY OF COOK AND STATE OF ILLINOIS**

**VOTING AYE:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**VOTING NAY:** \_\_\_\_\_  
\_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTAIN:** \_\_\_\_\_

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

ATTESTED and Filed in my office  
this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

PUBLISHED in pamphlet form this  
\_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

**EXHIBIT A**

**LEGAL DESCRIPTION OF TIF No. 5**

# EXHIBIT

Ordinance Number \_\_\_\_\_, adopted \_\_\_\_\_, 2012

## Current TIF District Five Legal Description

That part of the West Half of the Northwest Quarter of Section 31, Township 37 North, Range 14 East of the Third Principal Meridian comprising parts of blocks 2 through 5, both inclusive in Sander's Addition to Blue Island located in said Section 31, blocks 7, 8, 10 and 12 in Sander's Second Addition, Uhlich's Subdivision of the West 132.4 feet of the North 180.9 feet of block 7 of said Sander's Second Addition, Bourke's Subdivision of block 11 of said Sander's Seconds Addition, Wattle's Addition to Blue Island, being a subdivision of the Northwest Quarter of the Northwest Quarter of said Section 31, Lots 39,40 and 41 of J. P. Young's Second Addition, being a subdivision of parts of blocks 1, 2, and 3 of said Wattle's Addition, and a Subdivision of Lot 39 (except the North 10 feet thereof) in said J.P. Young's Seconds Addition, bounded and more particularly described as follows: beginning at the northeast corner of Lot 1 in Block 6 of said Sander's Addition to Blue Island, (also being the intersection of the West line of Gregory Street and the South line of York Street); thence westerly along the southerly line of York Street and the westerly prolongation of the southerly line of York Street, to the West line of said West Half; thence North along said West line to the westerly prolongation of the northerly line of Union Street; thence easterly along said westerly prolongation and said northerly line of Union Street to the West line of the East 65 feet of the West 160 feet of Lot 8 in Block 3 in said Wattle's addition to Blue Island; thence North along the last described West line to the South line of Lot 7 in Block 3 in said Wattle's addition to Blue Island; thence East, 65 feet, along the last described South line to East line of the West 160 feet of said Lot 7; thence North, 75 feet, along the last described East line to the South line of Lot 40 in said J.P. Young's Second Addition to Blue Island; thence West, 160 feet, along

*January 11, 2012*

said South line of Lot 40 to the East line of Gregory Street; thence North along said East line of Gregory Street to the North line of the North 75 feet of the South 89 feet of Lot 41 in said J.P. Young's Second Addition; thence East along the North line of the North 75 feet of said South 89 feet to the West line of the East 214 feet of said Lot 41; thence North along the West line of the East 214 feet of said Lot 41 to the North line of the South 14 feet of Lot 42 in said J.P. Young's Second Addition; thence East along the last described North line and the easterly prolongation of the last described North line, 284 feet more or less, to the East line of Irving Avenue; thence South along said East line of Irving Avenue to the North line of Union Street; thence East along the North line of Union Street and the easterly prolongation thereof to the westerly line of the Chicago, Rock Island and Pacific Railroad 100 foot right of way in the West Half of the Northwest Quarter of said Section 31; thence southerly and southwesterly along said westerly line of the Chicago, Rock Island and Pacific Railroad to the South line of the West Half of the Northwest Quarter of said Section 31; thence West along the South line of said Northwest Quarter to the southerly prolongation of the West line of Lot 9 in Block 2 of said Sander's Addition to Blue Island; thence North along said southerly prolongation and said West line of Lot 9 to the northwest corner of said Lot 9 (also being the southeast corner of Lot 3 in said Block 2); thence West along the South lines of Lots 3, 4, 5 in said Block 2 and the westerly prolongation of said Lots in said Sander's Addition to Blue Island, to the West line of Gregory Street; thence North along said West line of Gregory Street to the Point of Beginning, all in Cook County, Illinois.

### **Proposed TIF District Five Expansion Legal Description**

That part of the West Half of the Northwest Quarter, the West Half of the Southwest Quarter, the East Half of the Southwest Quarter and the West Half of the Southeast Quarter, Section 31, Township 37 North, Range 14 East of the Third Principal Meridian comprising parts of Blocks 1, 2 and 6 in Sander's Addition to Blue Island located in said Section 31, Blocks 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, 48, 49, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 67, 68, 69, 90, 91, 92, 94, 95, 97, 98, 99, 100 and 101 in Town of Blue Island in Sections 31 and 32, Subdivision of Block 17 in said Town of Blue Island, Boehl's Resubdivision of the south 220.5 feet of Block 18 in said Town of Blue Island, Resubdivision of Block 93 in said Town of Blue Island, Resubdivision of Lot 3 (except the south 6 feet of the west 96 feet), Lot 4 (except the south 28 feet and the west 96 feet) and Lot 5 all in Block 94 in said Town of Blue Island, Rexford and Bellamy's Subdivision of Block 96 in said Town of Blue Island, Rexford and Bellamy's Subdivision of Block 98 in said Town of Blue Island, Resubdivision of Lots 3 and 2 and the north 20 feet of Lot 1 in Block 98 in said Town of Blue Island, Owner's Resubdivision of Lot 5 and the west 40 feet of Lot 4 and the north half of the former Canal Feeder south and adjacent to Lot 4 and 5 in Block 100 of said Town of Blue Island, Kieffer's Subdivision of the west half of Block 23 in said Town of Blue Island, Kieffer's Addition to Blue Island, Subdivision of Block 25 in said Town of Blue Island, bounded and more particularly described as follows: Beginning at the northeast corner of Lot 1, Block 6 in said Sander's Addition to Blue Island (also being the intersection of the south line of York Street and the west line of Gregory Street); thence west along the south line of said York Street and the westerly prolongation of the south line of said York Street, to the west line of the West Half of said Northwest Quarter; thence south along said west line to the north line of the West Half of said Southwest Quarter; thence, continuing south, along the west line of the West Half of said Southwest Quarter to the north line of Lot 1 in said Resubdivision of Lot 93 in said Town of Blue Island



(also being the south line of Canal Street); thence east along said north line, the north lines of Lot 1, Lot 2, Lot 3 and Lot 4 in said Resubdivision of Lot 3 (except the south 6 feet of the west 96 feet), Lot 4 (except the south 28 feet and the west 96 feet) and Lot 5 all in Block 94 in said Town of Blue Island, the north lines of Lot 2 and Lot 1 of Block 94 in said Town of Blue Island, the north lines of Lot 5, Lot 4, Lot 3, Lot 2 and Lot 1 of Block 95 in said Town of Blue Island, the north lines of Lot 12, Lot 11, Lot 10, Lot 9, Lot 8, Lot 7, Lot 6, Lot 5, Lot 4, Lot 3, Lot 2 and Lot 1 in said Rexford and Bellamy's Subdivision of Block 96 in said Town of Blue Island, and the north line of Lot 5 of Block 97 in said Town of Blue Island, to the east line of Lot 5 of Block 97 in said Town of Blue Island; thence north along the northerly prolongation of the east line of Lot 5 of Block 97 in said Town of Blue Island, to the south line of Block 62 in said Town of Blue Island (also being the north line of Canal Street); thence east along said south line, to the east line of Block 62 in said Town of Blue Island (also being the west line of Chicago Street); thence south along said east line and the southerly prolongation of the east line of Block 62 in said Town of Blue Island, to the northeast corner of Lot 1 of Block 97 in said Town of Blue Island (also being the intersection of the south line of Canal Street and the west line of Chicago Street); thence east along the north line of Lot 6, Lot 5 and Lot 4 in said Rexford and Bellamy's Subdivision of Block 98 in said Town of Blue Island, the north line of Lot 3, Lot 2 and Lot 1 in said Resubdivision of Lots 3 and 2 and the north 20 feet of Lot 1 in Block 98 in said Town of Blue Island, the north line of Lot 2 and Lot 1 of Block 99 in said Town of Blue Island, the north line of Lot 1 and Lot 2 in said Owner's Resubdivision of Lot 5 and the west 40 feet of Lot 4 and the north half of the former Canal Feeder south and adjacent to Lot 4 and 5 in Block 100 of said Town of Blue Island, the north lines of Lot 4, Lot 3, Lot 2 and Lot 1 of Block 100 of said Town of Blue Island (also being the south line of Canal Street), to the northwest corner of Lot 5 of Block 101 of said Town of Blue Island (also being the intersection of the east line of Division Street and the south line of Canal Street); thence north along the west line of Lot 6 and Lot 5 of Block 90 in said Town of Blue Island, the

west line of Lot 5 of Block 69 in said Town of Blue Island, the west line of Lot 5 of Block 48 in said Town of Blue Island and the west lines of Lot 6 and Lot 5 of Block 26 in said Town of Blue Island (also the east line of Division Street) to the easterly prolongation of the north line of Lot 5 in said Subdivision of Block 25 in said Town of Blue Island; thence west along said easterly prolongation, to the west right of way line of Division Street; thence south and southeast along the west right of way line of Division Street to the southwest line of Lot 9 in said Subdivision of Block 25 in said Town of Blue Island (also being the northeast line of Girard Street); thence northwest along said southwest line, to the east line of Lot 10 in said Subdivision of Block 25 in said Town of Blue Island; thence south along said east line to the southwest line of Ordinance Number 87-99 vacating a portion of Girard Street recorded as Document Number 90298570 (also being the present northeast line of Girard Street); thence northwest along said southwest line and the northwesterly prolongation thereof to the east line of Lot 1 in said Kieffer's Addition to Blue Island (also being the west line of Seeley Avenue); thence south along said east line, the east lines of Lot 18, Lot 17, Lot 16 and Lot 15 in said Kieffer's Addition to Blue Island, to the south line of said Lot 15 (also being the intersection of the west line of Seeley Avenue and the north line of Fulton Street); thence west along said south line, the south line of Lot 14 in said Kieffer's Addition to Blue Island, the south lines of Lot 10, Lot 9 and Lot 8 of Block 23 in said Town of Blue Island, the south lines of Lot 12, Lot 11, Lot 10, Lot 9, Lot 8 and Lot 7 in said Kieffer's Subdivision of the west half of Block 23 in said Town of Blue Island, the south lines of Lot 10, Lot 9, Lot 8, Lot 7 and Lot 6 of Block 22 in said Town of Blue Island, the south lines of Lot 10, Lot 9, Lot 8, Lot 7 and Lot 6 of Block 21 in said Town of Blue Island, to the west line of Lot 6 of Block 21 in said Town of Blue Island (also being the east line of Irving Avenue); thence north along said west line, the west line of Lot 5 of Block 21 in said Town of Blue Island, the west lines of Lot 6 and Lot 5 of Block 14 in said Town of Blue Island, and the northerly prolongation of the west line of Lot 5 of Block 14 in said Town of Blue Island, to the south line of the Northwest Quarter of said

Section 31; thence west along said south line to the southerly prolongation of the west line of Lot 9 of Block 2 in said Sander's Addition to Blue Island; thence north along said southerly prolongation and the west line of Lot 9 of Block 2 in said Sander's Addition to Blue Island to the south line of Lot 3 of Block 2 in said Sander's Addition to Blue Island; thence west along said south line, the south lines of Lot 4 and Lot 5 of Block 2 in said Sander's Addition to Blue Island and the westerly prolongation of the south line of said Lot 5, to the east line of Lot 3 of Block 1 in said Sander's Addition to Blue Island (also being the west line of Gregory Street); thence north along said east line, the east lines of Lot 2 and Lot 1 of Block 1 in said Sander's Addition to Blue Island, the east lines of Lot 4, Lot 3, Lot 2 and Lot 1 of Block 6 in said Sander's Addition to Blue Island, to the Point of Beginning.

**EXHIBIT B**

**GENERAL STREET LOCATION**

## **General Street Location**

The original RPA consists of irregular boundaries and is generally bounded by Union Street to the north, Western Avenue and Gregory Street to the west, railroad properties to the east and York Street and Vermont Street to the south. Adjacent right of ways are also included. The proposed First Amendment area is generally bounded on the north by York Street and Fulton Street, on the south by Canal Street, on the east by Division Street, and on the west by Western Avenue.

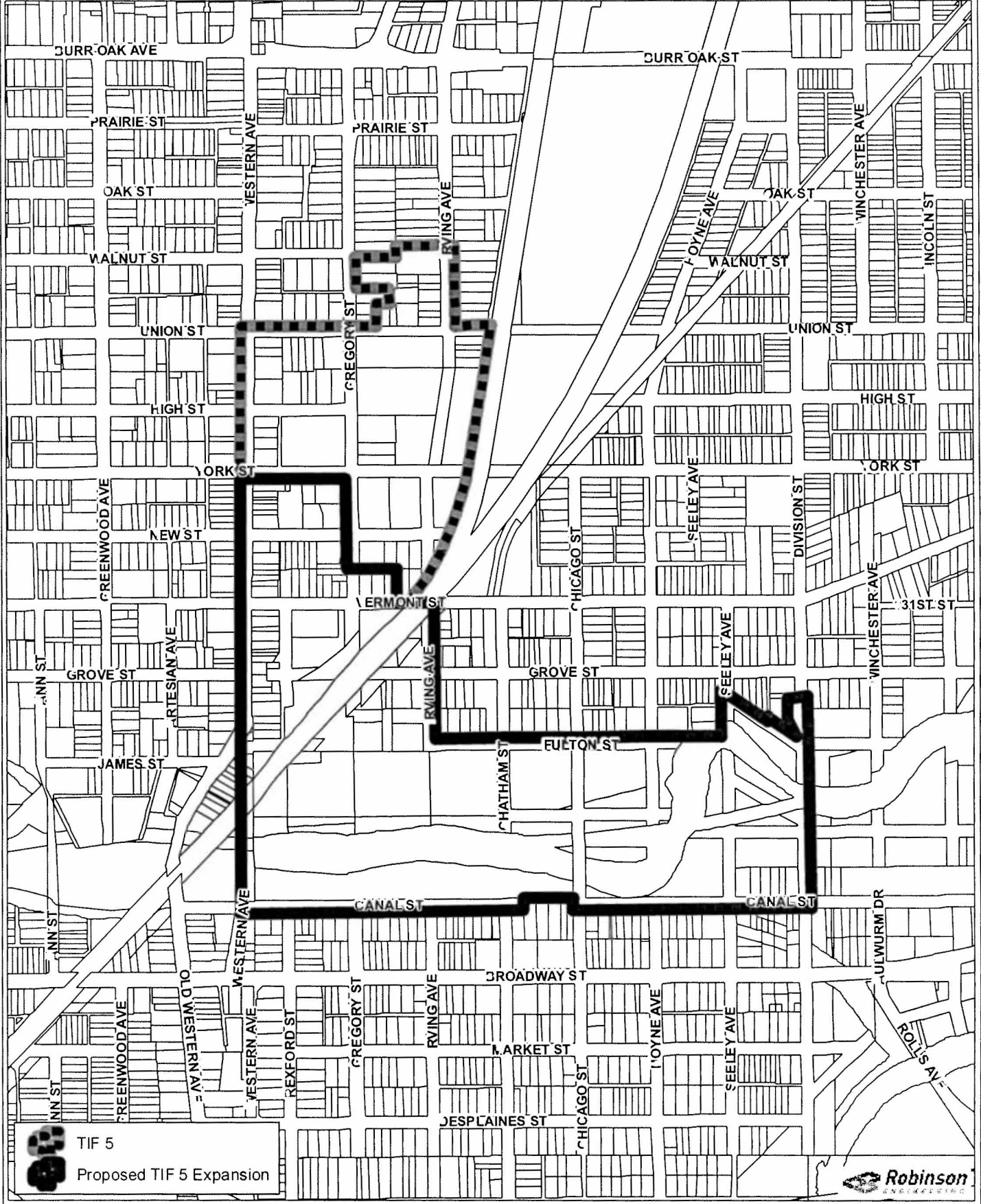
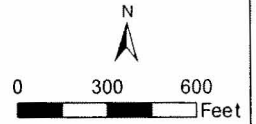
**EXHIBIT C**


**MAP OF REDEVELOPMENT PROJECT AREA**

# City of Blue Island

## TIF 5 Boundary Map

(Proj. # 12-203)



 TIF 5  
Proposed TIF 5 Expansion



Alderman \_\_\_\_\_ moved and Alderman \_\_\_\_\_ seconded the motion that said Ordinance as presented and read by the City Clerk be adopted.

After a full discussion thereof including a public recital of the nature of the matter being considered and such other information as would inform the public of the nature of the business being conducted, the Mayor directed that the roll be called for a vote upon the motion to adopt said Ordinance as read.

Upon the roll being called, the following Aldermen voted AYE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

The following Aldermen voted NAY: \_\_\_\_\_

\_\_\_\_\_

Whereupon the Mayor declared the motion carried and said Ordinance adopted, approved and signed the same in open meeting and directed the City Clerk to record the same in full in the records of the City Council of the City of Blue Island, Cook County, Illinois, which was done.

Other business not pertinent to the adoption of said Ordinance was duly transacted at the meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

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



STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

**CERTIFICATION OF ORDINANCE AND MINUTES**

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Blue Island, Cook County, Illinois (the “City”), and that as such official I am the keeper of the records and files of the City Council of the City (the “Corporate Authorities”).

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Corporate Authorities held on the \_\_\_\_ day of \_\_\_\_\_, 2012, insofar as same relates to the adoption of an Ordinance entitled:

**AN ORDINANCE OF THE CITY OF BLUE ISLAND,  
COOK COUNTY, ILLINOIS, AMENDING THE TIF #5  
REDEVELOPMENT PROJECT AREA (FIRST AMENDMENT TO THE TIF #5)  
OF SAID CITY A REDEVELOPMENT PROJECT AREA PURSUANT  
TO THE TAX INCREMENT ALLOCATION REDEVELOPMENT ACT**

a true, correct and complete copy of which said Ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said Ordinance were conducted openly, that the vote on the adoption of said Ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Corporate Authorities at least 48 hours in advance of the holding of said meeting; that said agenda described or made specific reference to said Ordinance; that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Corporate Authorities.

**IN WITNESS WHEREOF**, I hereunto affix my official signature and the seal of the City, this \_\_\_\_ day of \_\_\_\_\_, 2012.

(SEAL)

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

**THIRD ORDINANCE**

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

**ORDINANCE NO.:** \_\_\_\_\_

**DATE OF PASSAGE:** \_\_\_\_\_, 2012

**AN ORDINANCE OF THE CITY OF BLUE ISLAND,  
COOK COUNTY, ILLINOIS, CONFIRMING TAX INCREMENT  
ALLOCATION FINANCING FOR FIRST AMENDMENT TO THE TIF #5  
REDEVELOPMENT PROJECT AREA**

**WHEREAS**, the City of Blue Island, Cook County, Illinois (the "*City*"), is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

**WHEREAS**, it is desirable and in the best interest of the citizens of the City of Blue Island, Cook County, Illinois, for the City to implement tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article 11 of the Illinois Municipal Code, as amended (the "*Act*"), and

**WHEREAS**, the City has heretofore approved an amendment to the redevelopment plan and project (the "*Plan and Project*") as required by the Act by passage of an ordinance and has heretofore designated an amended redevelopment project area (the "*Area*") as required by the Act by the passage of an ordinance and has otherwise complied with all other conditions precedent required by the Act.

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

**SECTION 1. *Recitals.*** That the above recitals and findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

**SECTION 2. *Tax Increment Financing Adopted.*** That tax increment allocation financing is hereby confirmed to pay redevelopment project costs as defined in the Act and as set forth in the Plan and Project within the Area as legally described in Exhibit A, a copy of which is attached hereto and made a part hereof, as if fully set forth in its entirety. The general street location for the Area is described in Exhibit B, a copy of which is attached hereto and made a part hereof, as if fully set forth in its entirety. The map of the Area is depicted in Exhibit C, a copy of which is attached hereto and made a part hereof, as if fully set forth in its entirety.

**SECTION 3. *Allocation of Ad Valorem Taxes.*** That pursuant to the Act, the ad valorem taxes, if any, arising from the levies upon taxable real property in the Area by taxing districts and tax rates determined in the manner provided in Section 11-74.4-9(c) of the Act each year after the effective date of this Ordinance until the Project costs and obligations issued in respect thereto have been paid shall be divided as follows:

a. That portion of taxes levied upon each taxable lot, block, tract, or parcel of real property that is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property in the Area shall be allocated to and when collected shall be paid by the county collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

b. That portion, if any, of such taxes that is attributable to the increase in the current equalized assessed valuation of each lot, block, tract, or parcel of real property in the Area shall be allocated to and when collected shall be paid to the municipal treasurer, who shall

deposit said taxes into a special fund, hereby created, and designated the "TIF #5" Redevelopment Project Area Special Tax Allocation Fund" of the City and such taxes shall be used for the purpose of paying Project costs and obligations incurred in the payment thereof.

**SECTION 4. *Severability.*** This Ordinance, and its parts, is declared to be severable and if any section, clause, provision, or portion thereof of this Ordinance is declared invalid, the invalidity thereof shall not affect the validity of any other provisions of this Ordinance which shall remain in full force and effect.

**SECTION 5. *Superseder.*** All ordinances, resolutions, motions, or orders in conflict with any provision of this Ordinance are, to the extent of such conflict, hereby repealed.

**SECTION 6. *Effective Date.*** This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
**CITY CLERK OF THE CITY OF BLUE ISLAND  
COUNTY OF COOK AND STATE OF ILLINOIS**

**VOTING AYE:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**VOTING NAY:** \_\_\_\_\_  
\_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTAIN:** \_\_\_\_\_

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

ATTESTED and Filed in my office  
this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

PUBLISHED in pamphlet form this  
\_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

**EXHIBIT A**

**LEGAL DESCRIPTION OF TIF No. 5**

# EXHIBIT

Ordinance Number \_\_\_\_\_, adopted \_\_\_\_\_, 2012

## Current TIF District Five Legal Description

That part of the West Half of the Northwest Quarter of Section 31, Township 37 North, Range 14 East of the Third Principal Meridian comprising parts of blocks 2 through 5, both inclusive in Sander's Addition to Blue Island located in said Section 31, blocks 7, 8, 10 and 12 in Sander's Second Addition, Uhlich's Subdivision of the West 132.4 feet of the North 180.9 feet of block 7 of said Sander's Second Addition, Bourke's Subdivision of block 11 of said Sander's Seconds Addition, Wattle's Addition to Blue Island, being a subdivision of the Northwest Quarter of the Northwest Quarter of said Section 31, Lots 39,40 and 41 of J. P. Young's Second Addition, being a subdivision of parts of blocks 1, 2, and 3 of said Wattle's Addition, and a Subdivision of Lot 39 (except the North 10 feet thereof) in said J.P. Young's Seconds Addition, bounded and more particularly described as follows: beginning at the northeast corner of Lot 1 in Block 6 of said Sander's Addition to Blue Island, (also being the intersection of the West line of Gregory Street and the South line of York Street); thence westerly along the southerly line of York Street and the westerly prolongation of the southerly line of York Street, to the West line of said West Half; thence North along said West line to the westerly prolongation of the northerly line of Union Street; thence easterly along said westerly prolongation and said northerly line of Union Street to the West line of the East 65 feet of the West 160 feet of Lot 8 in Block 3 in said Wattle's addition to Blue Island; thence North along the last described West line to the South line of Lot 7 in Block 3 in said Wattle's addition to Blue Island; thence East, 65 feet, along the last described South line to East line of the West 160 feet of said Lot 7; thence North, 75 feet, along the last described East line to the South line of Lot 40 in said J.P. Young's Second Addition to Blue Island; thence West, 160 feet, along

*January 11, 2012*

said South line of Lot 40 to the East line of Gregory Street; thence North along said East line of Gregory Street to the North line of the North 75 feet of the South 89 feet of Lot 41 in said J.P. Young's Second Addition; thence East along the North line of the North 75 feet of said South 89 feet to the West line of the East 214 feet of said Lot 41; thence North along the West line of the East 214 feet of said Lot 41 to the North line of the South 14 feet of Lot 42 in said J.P. Young's Second Addition; thence East along the last described North line and the easterly prolongation of the last described North line, 284 feet more or less, to the East line of Irving Avenue; thence South along said East line of Irving Avenue to the North line of Union Street; thence East along the North line of Union Street and the easterly prolongation thereof to the westerly line of the Chicago, Rock Island and Pacific Railroad 100 foot right of way in the West Half of the Northwest Quarter of said Section 31; thence southerly and southwesterly along said westerly line of the Chicago, Rock Island and Pacific Railroad to the South line of the West Half of the Northwest Quarter of said Section 31; thence West along the South line of said Northwest Quarter to the southerly prolongation of the West line of Lot 9 in Block 2 of said Sander's Addition to Blue Island; thence North along said southerly prolongation and said West line of Lot 9 to the northwest corner of said Lot 9 (also being the southeast corner of Lot 3 in said Block 2); thence West along the South lines of Lots 3, 4, 5 in said Block 2 and the westerly prolongation of said Lots in said Sander's Addition to Blue Island, to the West line of Gregory Street; thence North along said West line of Gregory Street to the Point of Beginning, all in Cook County, Illinois.



**Proposed TIF District Five Expansion Legal Description**

That part of the West Half of the Northwest Quarter, the West Half of the Southwest Quarter, the East Half of the Southwest Quarter and the West Half of the Southeast Quarter, Section 31, Township 37 North, Range 14 East of the Third Principal Meridian comprising parts of Blocks 1, 2 and 6 in Sander's Addition to Blue Island located in said Section 31, Blocks 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, 48, 49, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 67, 68, 69, 90, 91, 92, 94, 95, 97, 98, 99, 100 and 101 in Town of Blue Island in Sections 31 and 32, Subdivision of Block 17 in said Town of Blue Island, Boehl's Resubdivision of the south 220.5 feet of Block 18 in said Town of Blue Island, Resubdivision of Block 93 in said Town of Blue Island, Resubdivision of Lot 3 (except the south 6 feet of the west 96 feet), Lot 4 (except the south 28 feet and the west 96 feet) and Lot 5 all in Block 94 in said Town of Blue Island, Rexford and Bellamy's Subdivision of Block 96 in said Town of Blue Island, Rexford and Bellamy's Subdivision of Block 98 in said Town of Blue Island, Resubdivision of Lots 3 and 2 and the north 20 feet of Lot 1 in Block 98 in said Town of Blue Island, Owner's Resubdivision of Lot 5 and the west 40 feet of Lot 4 and the north half of the former Canal Feeder south and adjacent to Lot 4 and 5 in Block 100 of said Town of Blue Island, Kieffer's Subdivision of the west half of Block 23 in said Town of Blue Island, Kieffer's Addition to Blue Island, Subdivision of Block 25 in said Town of Blue Island, bounded and more particularly described as follows: Beginning at the northeast corner of Lot 1, Block 6 in said Sander's Addition to Blue Island (also being the intersection of the south line of York Street and the west line of Gregory Street); thence west along the south line of said York Street and the westerly prolongation of the south line of said York Street, to the west line of the West Half of said Northwest Quarter; thence south along said west line to the north line of the West Half of said Southwest Quarter; thence, continuing south, along the west line of the West Half of said Southwest Quarter to the north line of Lot 1 in said Resubdivision of Lot 93 in said Town of Blue Island

(also being the south line of Canal Street); thence east along said north line, the north lines of Lot 1, Lot 2, Lot 3 and Lot 4 in said Resubdivision of Lot 3 (except the south 6 feet of the west 96 feet), Lot 4 (except the south 28 feet and the west 96 feet) and Lot 5 all in Block 94 in said Town of Blue Island, the north lines of Lot 2 and Lot 1 of Block 94 in said Town of Blue Island, the north lines of Lot 5, Lot 4, Lot 3, Lot 2 and Lot 1 of Block 95 in said Town of Blue Island, the north lines of Lot 12, Lot 11, Lot 10, Lot 9, Lot 8, Lot 7, Lot 6, Lot 5, Lot 4, Lot 3, Lot 2 and Lot 1 in said Rexford and Bellamy's Subdivision of Block 96 in said Town of Blue Island, and the north line of Lot 5 of Block 97 in said Town of Blue Island, to the east line of Lot 5 of Block 97 in said Town of Blue Island; thence north along the northerly prolongation of the east line of Lot 5 of Block 97 in said Town of Blue Island, to the south line of Block 62 in said Town of Blue Island (also being the north line of Canal Street); thence east along said south line, to the east line of Block 62 in said Town of Blue Island (also being the west line of Chicago Street); thence south along said east line and the southerly prolongation of the east line of Block 62 in said Town of Blue Island, to the northeast corner of Lot 1 of Block 97 in said Town of Blue Island (also being the intersection of the south line of Canal Street and the west line of Chicago Street); thence east along the north line of Lot 6, Lot 5 and Lot 4 in said Rexford and Bellamy's Subdivision of Block 98 in said Town of Blue Island, the north line of Lot 3, Lot 2 and Lot 1 in said Resubdivision of Lots 3 and 2 and the north 20 feet of Lot 1 in Block 98 in said Town of Blue Island, the north line of Lot 2 and Lot 1 of Block 99 in said Town of Blue Island, the north line of Lot 1 and Lot 2 in said Owner's Resubdivision of Lot 5 and the west 40 feet of Lot 4 and the north half of the former Canal Feeder south and adjacent to Lot 4 and 5 in Block 100 of said Town of Blue Island, the north lines of Lot 4, Lot 3, Lot 2 and Lot 1 of Block 100 of said Town of Blue Island (also being the south line of Canal Street), to the northwest corner of Lot 5 of Block 101 of said Town of Blue Island (also being the intersection of the east line of Division Street and the south line of Canal Street); thence north along the west line of Lot 6 and Lot 5 of Block 90 in said Town of Blue Island, the

west line of Lot 5 of Block 69 in said Town of Blue Island, the west line of Lot 5 of Block 48 in said Town of Blue Island and the west lines of Lot 6 and Lot 5 of Block 26 in said Town of Blue Island (also the east line of Division Street) to the easterly prolongation of the north line of Lot 5 in said Subdivision of Block 25 in said Town of Blue Island; thence west along said easterly prolongation, to the west right of way line of Division Street; thence south and southeast along the west right of way line of Division Street to the southwest line of Lot 9 in said Subdivision of Block 25 in said Town of Blue Island (also being the northeast line of Girard Street); thence northwest along said southwest line, to the east line of Lot 10 in said Subdivision of Block 25 in said Town of Blue Island; thence south along said east line to the southwest line of Ordinance Number 87-99 vacating a portion of Girard Street recorded as Document Number 90298570 (also being the present northeast line of Girard Street); thence northwest along said southwest line and the northwesterly prolongation thereof to the east line of Lot 1 in said Kieffer's Addition to Blue Island (also being the west line of Seeley Avenue); thence south along said east line, the east lines of Lot 18, Lot 17, Lot 16 and Lot 15 in said Kieffer's Addition to Blue Island, to the south line of said Lot 15 (also being the intersection of the west line of Seeley Avenue and the north line of Fulton Street); thence west along said south line, the south line of Lot 14 in said Kieffer's Addition to Blue Island, the south lines of Lot 10, Lot 9 and Lot 8 of Block 23 in said Town of Blue Island, the south lines of Lot 12, Lot 11, Lot 10, Lot 9, Lot 8 and Lot 7 in said Kieffer's Subdivision of the west half of Block 23 in said Town of Blue Island, the south lines of Lot 10, Lot 9, Lot 8, Lot 7 and Lot 6 of Block 22 in said Town of Blue Island, the south lines of Lot 10, Lot 9, Lot 8, Lot 7 and Lot 6 of Block 21 in said Town of Blue Island, to the west line of Lot 6 of Block 21 in said Town of Blue Island (also being the east line of Irving Avenue); thence north along said west line, the west line of Lot 5 of Block 21 in said Town of Blue Island, the west lines of Lot 6 and Lot 5 of Block 14 in said Town of Blue Island, and the northerly prolongation of the west line of Lot 5 of Block 14 in said Town of Blue Island, to the south line of the Northwest Quarter of said

Section 31; thence west along said south line to the southerly prolongation of the west line of Lot 9 of Block 2 in said Sander's Addition to Blue Island; thence north along said southerly prolongation and the west line of Lot 9 of Block 2 in said Sander's Addition to Blue Island to the south line of Lot 3 of Block 2 in said Sander's Addition to Blue Island; thence west along said south line, the south lines of Lot 4 and Lot 5 of Block 2 in said Sander's Addition to Blue Island and the westerly prolongation of the south line of said Lot 5, to the east line of Lot 3 of Block 1 in said Sander's Addition to Blue Island (also being the west line of Gregory Street); thence north along said east line, the east lines of Lot 2 and Lot 1 of Block 1 in said Sander's Addition to Blue Island, the east lines of Lot 4, Lot 3, Lot 2 and Lot 1 of Block 6 in said Sander's Addition to Blue Island, to the Point of Beginning.

**EXHIBIT B**

**GENERAL STREET LOCATION**

## **General Street Location**

The original RPA consists of irregular boundaries and is generally bounded by Union Street to the north, Western Avenue and Gregory Street to the west, railroad properties to the east and York Street and Vermont Street to the south. Adjacent right of ways are also included. The proposed First Amendment area is generally bounded on the north by York Street and Fulton Street, on the south by Canal Street, on the east by Division Street, and on the west by Western Avenue.

**EXHIBIT C**

**MAP OF REDEVELOPMENT PROJECT AREA**

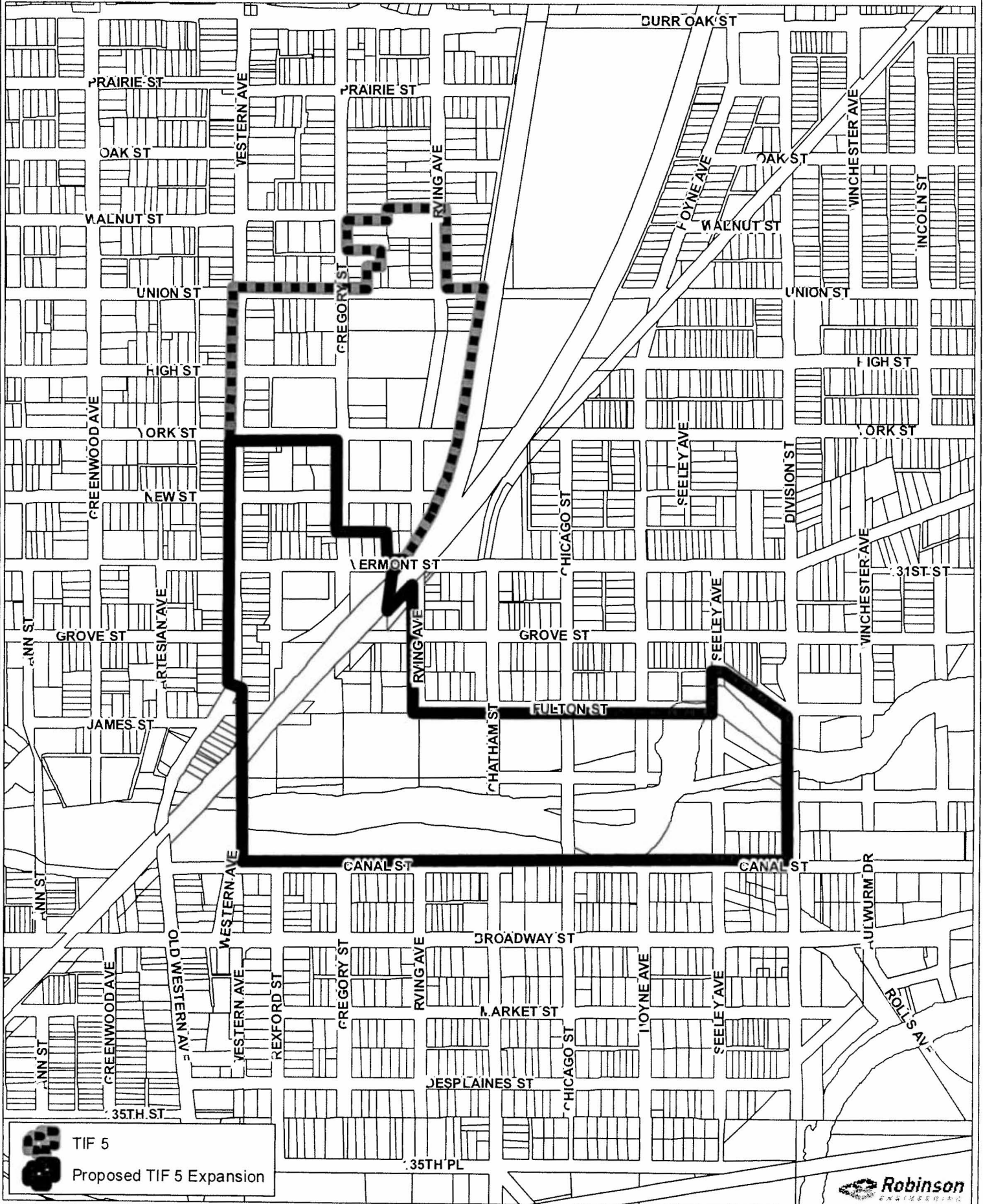
# City of Blue Island



## TIF 5 Boundary Map

(Proj. # 12-203)



0 300 600 Feet



 TIF 5  
 Proposed TIF 5 Expansion



Alderman \_\_\_\_\_ moved and Alderman \_\_\_\_\_ seconded the motion that said Ordinance as presented and read by the City Clerk be adopted.

After a full discussion thereof including a public recital of the nature of the matter being considered and such other information as would inform the public of the nature of the business being conducted, the Mayor directed that the roll be called for a vote upon the motion to adopt said Ordinance as read.

Upon the roll being called, the following Aldermen voted AYE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

The following Aldermen voted NAY: \_\_\_\_\_

\_\_\_\_\_

Whereupon the Mayor declared the motion carried and said Ordinance adopted, approved and signed the same in open meeting and directed the City Clerk to record the same in full in the records of the City Council of the City of Blue Island, Cook County, Illinois, which was done.

Other business not pertinent to the adoption of said Ordinance was duly transacted at the meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

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

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

**CERTIFICATION OF ORDINANCE AND MINUTES**

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Blue Island, Cook County, Illinois (the “City”), and that as such official I am the keeper of the records and files of the City Council of the City (the “Corporate Authorities”).

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Corporate Authorities held on the \_\_\_\_ day of \_\_\_\_\_, 2012, insofar as same relates to the adoption of an Ordinance entitled:

**AN ORDINANCE OF THE CITY OF BLUE ISLAND,  
COOK COUNTY, ILLINOIS, CONFIRMING TAX INCREMENT  
ALLOCATION FINANCING FOR THE FIRST AMENDMENT TO THE TIF #5  
REDEVELOPMENT PROJECT AREA**

a true, correct and complete copy of which said Ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said Ordinance were conducted openly, that the vote on the adoption of said Ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Corporate Authorities at least 48 hours in advance of the holding of said meeting; that said agenda described or made specific reference to said Ordinance; that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Corporate Authorities.

**IN WITNESS WHEREOF**, I hereunto affix my official signature and the seal of the City, this \_\_\_\_ day of \_\_\_\_\_, 2012.

(SEAL)

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING EXECUTION OF THE INTERGOVERNMENTAL AGREEMENT ENTITLED "INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE ILLINOIS OFFICE OF THE COMPTROLLER AND THE CITY OF BLUE ISLAND, AN ILLINOIS MUNICIPAL CORPORATION REGARDING ACCESS TO THE COMPTROLLER'S LOCAL DEBT RECOVERY PROGRAM".

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, AS FOLLOWS:

**Section 1. Agreement Authorized.** The Mayor and City Clerk are authorized and directed to sign the Intergovernmental Agreement to participate in the Illinois Comptroller's Local Debt Recovery Program. This agreement shall be in a form substantially and materially similar to the agreement attached hereto.

**Section 2. Effective Date.** This resolution shall be in full force and effect upon its passage and approval as required by law.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

VOTING AYE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

VOTING NAY: \_\_\_\_\_

\_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

**APPROVED:** this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

**ATTESTED** and **Filed** in my office this

\_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

**INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN THE ILLINOIS OFFICE OF THE COMPTROLLER  
AND THE CITY OF BLUE ISLAND, AN ILLINOIS MUNICIPAL CORPORATON  
REGARDING ACCESS TO THE COMPTROLLER'S LOCAL  
DEBT RECOVERY PROGRAM**

This Intergovernmental Agreement (“the Agreement”) is hereby made and entered into as of the date of execution by and between the Illinois Office of the Comptroller (hereinafter “IOC”) and THE CITY OF BLUE ISLAND, an Illinois Municipal Corporation (hereinafter “the local unit”), in order to provide the named local unit access to the Local Debt Recovery Program for purposes of collecting both tax and nontax debts owed to the named local unit. Each of the parties hereto is a “public agency” as defined in Section 2 of the Intergovernmental Cooperation Act [5 ILCS 220/2].

**WHEREAS**, both the State of Illinois and the local unit have a responsibility to collect debts owed to its respective public bodies;

**WHEREAS**, IOC operates a system, known as the Comptroller’s Offset System (hereinafter, “the System”), for collection of debt owed the State by persons receiving payments from the State;

**WHEREAS**, the Illinois General Assembly specifically provided for the ability of the local unit to utilize the System when it amended Section 10.05 and added Section 10.05d to the State Comptroller Act [P.A. 97-632; 15 ILCS 405/10.05 and 10.05d];

**WHEREAS**, IOC and the local unit are empowered under the Illinois Constitution [Ill. Const., Art. VII, Sec. 10], Section 3 of the Intergovernmental Cooperation Act [5 ILCS 220/3], and Section 10.05d of the State Comptroller Act (hereinafter, “the Act”) [15 ILCS 405/10.05d] to contract with each other in any manner not prohibited by law;

**NOW THEREFORE**, in consideration of the foregoing recitals and the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

**Article I – Purpose**

The purpose of the Agreement between the IOC and the local unit is to establish the terms and conditions for the offset of the State’s tax and nontax payments in order to collect tax and nontax debts owed to the local unit.

**Article II – Authority**

The authority for State payment offset is granted under Section 10.05 of the Act [15 ILCS 405/10.05] and the authority for entering into this Agreement is granted under Section 10.05d of the Act [15 ILCS 405/10.05d], Section 3 of the Intergovernmental Cooperation

Act [5 ILCS 220/3], and Article VII of the Illinois Constitution [Ill. Const., Art. VII, Sec. 10].

### **Article III – State Payment Offset Requirements and Operations**

A. Legal Requirements. The offset of State payments shall be conducted pursuant to the authority granted in Section 10.05 and 10.05d of the Act [15 ILCS 405/10.05 and 10.05d] and the requirements set forth in this Agreement.

1. Definition of “Debt”

(a) For purposes of this Agreement, debt shall mean any monies owed to the local unit which is less than 7 years past the date of final determination, as confirmed by the local unit in Article III(A)(2)(a)(viii) of this Agreement.

(b) No debt which is more than 7 years past the date of final determination may be placed or may remain on the System.

2. Due Process & Notification

(a) Before submitting a debt to IOC for State payment offset, the local unit must comply with all of the notification requirements of this Agreement. For purposes of this Agreement, notification of an account or claim eligible to be offset shall occur when the local unit submits to IOC the following information:

(i) the name and address and/or another unique identifier of the person against whom the claim exists;

(ii) the amount of the claim then due and payable to the local unit;

(iii) the reason why there is an amount due to the local unit (i.e., tax liability, overpayment, etc.);

(iv) the time period to which the claim is attributable;

(v) the local entity to which the debt is owed;

(vi) a description of the type of notification has been given to the person against whom the claim exists and the type of opportunity to be heard afforded such person;

(vii) a statement as to the outcome of any hearings or other

proceedings held to establish the debt, or a statement that no hearing was requested; and,

(viii) the date of final determination of the debt.

(b) IOC will not process a claim under the Agreement until notification has been received from the local unit that the debt has been established through notice and opportunity to be heard.

(c) The local unit is required to provide the debtor with information about a procedure to challenge the existence, amount, and current collectability of the debt prior to the submission of a claim to IOC for entry into the System. The decision resulting from the utilization of this procedure must be reviewable.

3. Certification

(a) The chief officer of the local unit must, at the time the debt is referred, certify that the debt is past due and legally enforceable in the amount stated, and that there is no legal bar to collection by State payment offset (See Appendix A).

(b) Only debts finally determined as currently due and payable may be certified to IOC as a claim for offset.

(c) The chief officer of the local unit may delegate to a responsible person or persons the authority to execute the statement of the claim required by the Agreement.

(d) This delegation of authority shall be made on forms provided by the Comptroller and shall contain a signature sample of the person(s) to whom the delegation is made.

(e) For purposes of this Agreement, "chief officer of the local unit" means PHIL CONTRERAS.

4. Notification of Change in Status

(a) The chief officer must notify IOC as soon as possible, but in no case later than 30 days, after receiving notice of a change in the status of an offset claim.

(b) A change in status may include, but is not limited to, payments received other than through a successful offset, the filing of a bankruptcy petition, the death of the debtor, or the expiration of the

ability for the debt to remain on the System, as provided for in Article III(A)(1)(b) of this Agreement.

- B. Operational Requirements. Upon receiving a data file from the chief officer pursuant to the terms of this Agreement, IOC will perform a match with the local unit's debt file using a debtor's social security number, taxpayer identification number, name, address, or other unique identifier. The chief officer will receive a weekly file from IOC indicating the matches, at which time the local unit will update its debtor records. The chief officer will assume the responsibility of providing updates to the debtor records on file with IOC in order to ensure an equitable resolution of the debts owed to the local unit.
1. Technical Requirements. IOC agrees to work with the local unit to facilitate information and data procedures as provided for in this Agreement. The local unit agrees to adhere to the standards and practices of IOC when transmitting and receiving data.
  2. Fee. A fee shall be charged to the debtor in order to recover the cost to IOC for administrating the System. The fee shall be per payment transaction and shall be \$15, unless the payment is for an amount less than \$30, in which case the fee shall equal to the amount offset. The fee will be deducted from the payment to be offset prior to issuance to the local unit.
  3. Offset Notices. IOC will send offset notices to the debtor upon processing a claim under the Act and this Agreement. The notice will state that a request has been made to make an offset against a payment due to the debtor, identify the local unit as the entity submitting the request, provide the debtor with a phone number made available pursuant to Article III (B)(6) of this Agreement, and inform the debtor that they may formally protest the offset within sixty (60) days of the written notice.
  4. IOC Protest Process. If a protest is received, IOC will determine the amount due and payable to the local unit. This determination will be made by a Hearing Officer and will be made in light of all information relating to the transaction in the possession of IOC and any other information IOC may request and obtain from the local unit and the debtor subject to the offset. If IOC requests information from the local unit relating to the offset, the local unit will respond within sixty (60) days of IOC's request. IOC may grant the local unit an additional sixty (60) day extension for time to respond.
  5. IOC Hearing Officer. The local unit hereby agrees to provide the Hearing Officer with any information requested in an efficient and timely manner in order to facilitate the prompt resolution to protests filed as a result of this Agreement. For purposes of this Agreement, any decision rendered by the Hearing Officer shall be binding on the local unit and shall be the



final determination on the matter. The Hearing Officer may continue the review of a protest at his/her discretion in order to assure an equitable resolution.

6. Local Unit Call Center. The local unit hereby agrees to provide a working phone number which IOC will furnish to persons offset under this Agreement. The local unit shall ensure that the phone number is properly staffed in order to provide information about the debt the local unit is offsetting under this Agreement. The phone number for purposes of this Section and the Agreement is: 708-396-7033.
7. Debt Priorities
  - (a) If a debtor has more than one local unit debt, the debt with the oldest date of delinquency shall be offset first.
  - (b) Any debt that is less than or equal to \$9.99 which is placed or remains on the System will not be offset and will not be paid to the local unit until such time as the balance owed to the local unit by the debtor exceeds \$9.99.
8. Transfer of Payment. Transfer of payment by IOC to the local unit shall be made in the form of electronic funds transfer (EFT). Nothing in this section or this Agreement shall limit the ability of either party to modify this Agreement at a later date in order to provide for an alternative method(s) of payment transfer.
9. IOC Refunds. If IOC determines that a payment is erroneous or otherwise not due to the local unit, IOC will process a refund of the offset, and refund the amount offset to the debtor. In the event the refund results in only a partial refund to the debtor, IOC will retain the fee referenced in Article III, Paragraph B, Section 2 above. The fee will only be refunded to the debtor in the event of a full refund of the offset amount.
10. Local Unit Refunds. The local unit is responsible for refunding monies to the debtor if an offset occurred due to inaccurate debt information or over collection, and the local unit has already received payment from IOC. IOC will only refund monies in the event that a payment has not yet been made to the local unit.

#### **Article IV – Permissible Use of Information**

IOC acknowledges that the local unit is providing sensitive information about local debts for the purpose of conducting offsets under the Agreement. As such, IOC will use the information solely in connection with the Local Debt Recovery Program. IOC shall safeguard the local information in the same manner as it protects State debt information.

The local unit acknowledges that IOC is providing sensitive information about State payments for the purpose of conducting offsets under the Agreement. As such, the local unit will use the information solely in connection with the Local Debt Recovery Program. The local unit shall safeguard State information in the same manner as it protects local debt information.

The parties may use information in any litigation involving the parties, when such information is relevant to the litigation.

#### **Article V – Term of the Agreement and Modifications**

The Agreement becomes effective as of the Effective Date and shall remain in effect until it is terminated by one of the parties. Either party may terminate this Agreement by giving the other party written notice at least thirty (30) days prior to the effective date of the termination. Any modifications to the Agreement shall be in writing and signed by both parties.

#### **Article VI – No Liability to Other Parties**

Except for the fees described in Article III, paragraph B, Section 2 above, each party shall be responsible for its own costs incurred in connection with the Agreement. Each party shall be responsible for resolving and reconciling its own errors, but shall not be liable to any other parties for damages of any kind as a result of errors. Each party shall be liable for the acts and omissions of its own employees and agents. The Agreement does not confer any rights or benefits on any third party.

#### **Article VII – Issue Resolution**

The parties acknowledge that IOC is ultimately responsible for the development, design and operation of the System. Subject to that understanding, the parties agree to work cooperatively to resolve any matters that arise during the development, design and implementation of the program. If an issue cannot be resolved informally by mutual agreement of staff personnel, then the parties agree to elevate the issue to a senior level manager for resolution of the issue. For purposes of the Agreement, the “senior level managers” are:

1. IOC: Ray Marchiori, Director – Department of Government and Community Affairs
2. Local Unit: Phil Contreras, Director of 911

#### **Article VIII – Contacts**

The points of contacts for this Agreement are:

IOC: Alissa Camp, General Counsel  
Illinois Office of the Comptroller  
325 West Adams  
Springfield, Illinois 62704  
Phone: 217/782-6000  
Fax: 217/782-2112  
E-mail: CampAJ@mail.ioc.state.il.us

Local Unit: James D. Brosnahan  
City Attorney for the City of Blue Island  
(Legal Counsel)  
13051 Greenwood Avenue  
Blue Island, Illinois 60406  
Phone: 708-396-7031  
Fax: 708-597-1221  
E-mail: jbroshahan@cityofblueisland.org

**Article IX – Acceptance of Terms and Commitment**

The signing of this document by authorized officials forms a binding commitment between IOC and CITY OF BLUE ISLAND. The parties are obligated to perform in accordance with the terms and conditions of this document, any properly executed modification, addition, or amendment thereto, any attachment, appendix, addendum, or supplemental thereto, and any documents and requirements incorporated by reference.

By their signing, the signatories represent and certify that they possess the authority to bind their respective organizations to the terms of this document, and hereby do so.

[Signature Page Follows]

IN WITNESS WHEREOF, the Illinois Office of the Comptroller and CITY OF BLUE ISLAND by the following officials sign their names to enter into this agreement.

ILLINOIS OFFICE OF THE COMPTROLLER

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

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

Name: Judy Baar Topinka

Title: Comptroller

CITY OF BLUE ISLAND

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

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

Name: DONALD E. PELOQUIN

Title: Mayor

Appendix A



STATE OF ILLINOIS  
COMPTROLLER  
JUDY BAAR TOPINKA

Local Debt Recovery Program

Involuntary Withholding Tape/File Certification Form

Local Unit Name: \_\_\_\_\_

Tape #/File Type: \_\_\_\_\_

Record Count: \_\_\_\_\_

Dollar Amount: \_\_\_\_\_

Please mark the appropriate box:

Add Tape/File

- The debtor(s) has (have) been sent a notice that a claim has been established against said person thus giving the debtor the opportunity to appeal the determination of the existence and amount of the claim(s).
- No hearing(s) was (were) requested or a hearing(s) was (were) held and the result(s) was (were) that the claim(s) was (were) found to be valid in the amount(s) referenced in the attached record.
- The date(s) of the final determination of the debt(s) for each claim was prior to the date of submittal of the claim to IOC for Local Debt Recovery purposes.

Change Tape/File

- All change transactions contained on the enclosed tape/file meet the criteria for inclusion in the Local Debt Recovery Program.

Delete Tape/File

- All claims contained on the enclosed tape/file no longer meet the criteria for inclusion in the Local Debt Recovery Program, and should be removed from the Program.

I, \_\_\_\_\_, do hereby certify that all of the debts included on the tape/file are in compliance with the requirements of the State Comptroller Act [15 ILCS 405] and the Intergovernmental Agreement entered into between the above named local unit and the Illinois Office of the Comptroller. If I am submitting a facsimile or email signature, I hereby certify by so filing that the original signed document exists in my possession.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Local Unit: \_\_\_\_\_ Phone #: \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING EXECUTION OF THE INTERGOVERNMENTAL AGREEMENT ENTITLED "INTERGOVERNMENTAL AGREEMENT FOR THE PURPOSE OF CREATING AND ESTABLISHING A LAND BANK IN SOUTH SUBURBAN COOK COUNTY".**

**BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, AS FOLLOWS:**

**Section 1. Agreement Authorized.** The Mayor and City Clerk are authorized and directed to sign the Intergovernmental Agreement to participate in creation and establishment of a land bank in south suburban Cook County. This agreement shall be in a form substantially and materially similar to the agreement attached hereto.

**Section 2. Effective Date.** This resolution shall be in full force and effect upon its passage and approval as required by law.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
**CITY CLERK OF THE CITY OF BLUE ISLAND  
COUNTY OF COOK AND STATE OF ILLINOIS**

**VOTING AYE:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**VOTING NAY:** \_\_\_\_\_  
\_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTAIN:** \_\_\_\_\_

**APPROVED:** this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

**ATTESTED** and **Filed** in my office this

\_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

## INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (the “Agreement”) is entered this the \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and among the undersigned (each a “Community” and collectively the “Communities”), for the purpose of creating and establishing a land bank: in the south suburban Cook County (the “County”). The land bank: will be a separate legal entity and public body corporate whose purpose will be to administer the objectives of this Agreement. 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 County 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, and commercial neighborhoods, and (iv) available properties for use as public parks, green spaces, and other public purposes; and

**WHEREAS**, the Communities desire to enter into this cooperation agreement to create a public non-profit corporation in order to address most efficiently and effectively these needs within the Communities; 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.

## **ARTICLE II PURPOSE**

**Section 2.01. Purpose.** Pursuant to and in accordance with this agreement, the Communities shall jointly participate in the incorporation of a non-profit corporation named Cook County South Suburban Land Bank Authority, Inc. (the “Authority”), to foster the public purpose of combating community deterioration by returning vacant property to productive use in order to provide 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 and codes 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 the County, the Communities, or any other governmental entity.

## **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 a separate legal and administrative entity to implement the functions, services, and responsibilities contemplated by this Agreement.

**Section 3.02. Articles of Incorporation.** The Authority shall be created by the filing of articles of incorporation having form and content substantially identical to those Articles of Incorporation set forth on Exhibit “A” attached hereto.

**Section 3.03. Principal Office.** The principal office of the Authority shall be at a location determined by the Authority's board of directors at its first meeting.

**Section 3.04. Title to Authority Assets.** Except as otherwise provided in this Agreement, the Authority shall have exclusive title to all its property and no Community shall have an ownership

interest in Authority property.

**Section 3.05. Tax-exempt Status.** The Communities intend that the activities of the Authority be governmental functions carried out by an instrumentality or political subdivision of the government as described in Section 115 of Internal Revenue Code 1986, 26 U.S.C. § 115, or any corresponding provisions of any future tax code. The Communities also intend that the activities of the Authority be governmental functions carried out by a political subdivision of this State, exempt from taxation to the extent provided under Illinois law.

**Section 3.06. Compliance with Law.** The Authority shall comply with all applicable federal and State laws, rules, regulations, and orders.

**Section 3.07. Relationship of Communities.** The Communities agree that no Community shall be responsible, in whole or in part, for the acts of the employees, agents, and servants of any other community, whether 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 3.08. 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, or the purposes, objectives, and powers assigned to the Authority by any federal, state or local government unit, including, but not limited to, the following:

- a) Accept conveyances of real and personal property from the County, the Communities, any other governmental unit, and from private third parties;

- b) Hold in its name, for the benefit of the Communities, all properties conveyed to it by the Communities, all tax delinquent properties acquired by it pursuant to this Agreement, and all properties otherwise acquired;
- c) Obtain the title to any property previously acquired by the Communities, although the Communities shall reserve the sole discretion to determine which properties will be offered to the Authority;
- d) Extinguish past due tax liens for municipal taxes from property foreclosed upon by the Communities in their tax collection capacities, in accordance with the guidelines contained herein and in the Authority's discretion;
- e) Sue and be sued in its own name, including, but not limited to, defending the Authority in an action to clear title to property conveyed by the Authority;
- f) Borrow money and issue notes so long as such obligations are not the obligations of the Communities;
- g) Enter into contracts and other instruments necessary, incidental, or convenient to the performance of the Authority's duties and the exercise of its powers;
- h) Solicit and accept gifts, grants, labor, loans, and other aid from any person, or the federal government, the State of Illinois, or a political subdivision of the State of Illinois, or any agency of the federal government;
- i) Procure insurance against loss in connection with the property, assets, or activities of the Authority;
- j) Invest money of the Authority, at the discretion of the board of directors of the Authority, in instruments, obligations, securities, or property determined proper by the board of directors of the Authority;
- k) 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 members, officers, agents, or employees any powers or duties it considers proper;

- l) Contract for goods and services and engage personnel as necessary, to be paid from the funds of the Authority;
- m) 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;
- n) Enter into contracts for the management of, the collection of rent from, or the sale of real property held by the Authority;
- o) 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. Condemnation Prohibited.** The Authority is prohibited from exercising the power of eminent domain under 735 ILCS 30/5-5-5.

**Section 4.03. Limitation on Political Activities.** The Authority shall not spend any public funds on political activities.

**Section 4.04. 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.

**Section 4.05. 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  
FORMATION OF THE AUTHORITY'S BOARD OF DIRECTORS**

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

- A. Local Government Directors. Each Community will appoint a local representative to serve 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, or (iii) the city manager or administrator. The Executive Director of the South Suburban Mayors and Managers Association (SSMMA) will serve as a Local Government Director on the initial Authority Board for a period of two years from the effective date of this Agreement. Local Government Directors shall be appointed within thirty (30) calendar days of the effective date of this Agreement. Local Government Directors may not delegate their director responsibilities.
- B. Expert Directors. The Local Government Directors shall appoint three (3) 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 be appointed within 60 calendar days of the effective date of this Agreement.
- C. *Ex Officio* Directors. An elected official from Cook County to be appointed by the Cook County Board shall serve as a non-voting director-. The Executive Director of the SSMMA shall also serve as an *ex officio* upon the expiration of his term as a Local Government Director. The voting directors may from time to time appoint such other *ex officio* directors as they determine would be helpful to further the objectives of the Authority.

**Section 5.03. Removal.** A member of the Authority Board appointed under Section 5.01 may be removed for cause.

**Section 5.04. Vacancies.** Any vacancy among the Authority Board caused by death, resignation, disqualification, or removal shall be filled as soon as practicable, but not to exceed thirty (30) days following the occurrence of the vacancy. The vacancy shall be filled for the remainder of the unexpired term in the same manner as the original appointment. Expired terms shall be filled within thirty (30) days of the term's expiration in the same manner as the original appointment.

**Section 5.05. Election and Duties of Chairperson, Vice-Chairperson, and Secretary.** A chairperson, vice-chairperson, and secretary shall be elected by a majority vote of the Authority Board at the Authority Board's first meeting. The chairperson's duties shall include execution of all deeds, leases, and contracts of the Authority authorized by the Authority Board. The vice chairperson shall assume all duties of the chairperson in the chairperson's absence. The secretary shall be responsible for taking, keeping, and filing Minutes of the meetings in accordance with Section 5.08 of this Agreement.

**Section 5.06. Meetings.** The Authority Board shall conduct its first meeting no later than sixty (60) calendar days after the effective date of this Agreement. 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.

All meetings of the Authority Board shall comply with the Illinois Open Meetings Act, 5 ILCS 120 et seq. (the "OMA"). Public notice of the time, date, and place of the meetings shall be given in the manner required by the OMA.

**Section 5.07. 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. Electronic

communication, by which a member of the Authority Board may be seen or heard, will constitute presence for purposes of quorum.

**Section 5.08. Records of Meetings.** A written record (“Minutes”) shall be transcribed at all meetings by the secretary, ratified by the Authority Board at the next meeting, and maintained by the chairperson. Minutes shall be kept in accordance with the General Not for Profit Corporation Act of 1986, 805 ILCS 105 et seq.

**Section 5.09. Authority Board Responsibilities.** The Authority Board shall do all of the following:

- a) Adopt bylaws, rules, and procedures governing the Authority Board and its actions and meetings. Initial bylaws shall be adopted within six (6) months of the first meeting of the Authority Board and shall require approval of two-thirds (2/3) of the Authority Board appointed and serving, provided that such supermajority includes a majority of Local Government Directors appointed and serving;
- b) Adopt amendments to the Intergovernmental Agreement, initial articles of incorporation or the bylaws, consistent with the terms of this Agreement. Adoption of such amendments shall require approval of two-thirds (2/3) of the Authority Board appointed and serving, provided that such supermajority includes a majority of Local Government Directors appointed and serving. Any change in the number of members of the Authority Board, or the manner of selection of the members of the Authority Board, or any amendment or modification that may have the effect of creating or increasing the responsibilities or liabilities of the Communities shall require separate and independent approval by the original Communities to this Agreement;
- c) Elect officers. Initial officers shall be elected within thirty (30) days of the first meeting of the Authority Board;
- d) Approve policies to implement day-to-day operation of the Authority;
- e) Adopt personnel policies and procedures;
- f) Adopt policies and procedures for contracting and procurement;

- g) Provide for an annual audit;
- h) Adopt an investment policy and establish banking arrangements;
- i) Take such other actions and steps as shall be necessary or advisable to accomplish the purposes of this Agreement.

**Section 5.10. Executive Committee.** At such point as the number of Local Government Directors exceeds fifteen (15), the Authority Board shall elect annually an Executive Committee. The Executive Committee shall consist of eleven (11) voting members, a majority of whom shall be Local Government Directors, and shall include the officers of the Authority. In addition, Ex Officio Directors shall serve as non-voting members of the Executive Committee. The Executive Committee shall exercise such powers and responsibilities as provided in Section 5.02 (d) through (i) of this Article.

**Section 5.11. 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 5.12. 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 5.13. 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.

**Section 5.14. Insurance.** The Authority shall have the power to 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 corporation, 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.

**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. Such staff shall be paid directly from the funds 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.

**ARTICLE VII  
PROPERTY ACQUISITION, MANAGEMENT, AND DISPOSITION**

**Section 7.01. Acquisition of Property.** Except as otherwise provided in this Agreement, the Authority may 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, grants, 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.

**Section 7.03. Holding and Managing Property.** The Authority may hold and own in its own name any property acquired by the Authority 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 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 for any amount of consideration the Authority considers proper and fair.

**Section 7.05. Disposition of Proceeds.** Any proceeds derived from the sale or transfer of property by the Authority shall be distributed to the Communities in proportion to and to the extent of their respective tax bills and costs. Any proceeds remaining after all city and county tax obligations have been satisfied shall be retained by the Authority to achieve the objectives and purposes of the Authority.

**Section 7.06. Cessation of Community Power.** By conferring upon the Authority these powers and this authority, the Communities do not cede, limit, or restrict such rights, powers, privileges and authority as possessed by such entities under the laws of the State of Illinois.

## **ARTICLE VIII BOOKS, RECORDS, AND FINANCES**

**Section 8.01. 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 8.02. 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 8.03. Freedom of Information Act.** The Authority shall be subject to and comply with the requirements of the Freedom of Information Act.

**Section 8.04. Establishment of Budget.** The Authority Board shall establish the Authority's budget annually and submit this budget to the Communities for each Fiscal Year. The budget

document submitted to the Communities shall list and describe total requests made to each community and shall state the proportion requested of each Community.

**Section 8.05. 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 8.06. Application of Funds.** Any funds held in the Authority's account shall be applied to the fulfillment of the monetary obligations identified as part of the Authority Board's annual budget and shall be identified as such in the budget document submitted to the Communities. Budget requests to the Communities shall include only costs that are not covered by funds of the Authority.

**Section 8.07. 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 8.08. Disbursements.** Disbursements of funds shall be in accordance with guidelines established by the Authority Board.

**Section 8.09. Financial Statements and Reports.** The Authority shall have audited financial statements prepared, including a balance sheet, statement of revenue and expense, statement of cash flows, and changes in fund balance on an annual basis. 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 8.10. Audits.** The Authority shall provide for audits to be conducted annually which shall be made available at the request of any Community. The Authority Board shall establish an audit committee of the Authority Board for the purpose of overseeing the accounting and financial reporting processes. The Authority Board shall establish specific duties and obligations of the audit committee and standards and qualifications for membership on the audit committee.

**ARTICLE IX  
ADDITIONS AND WITHDRAWALS**

**Section 9.01. Additional Parties.** The Communities acknowledge and agree that other municipalities, who share in the common goal of the Communities and who are located in part or in whole within the geographical boundaries of Cook County, may become parties to this Agreement by the adoption of the necessary and appropriate resolution, written notice to all then existing parties, a vote of 2/3 of the Local Government Directors, and the execution of an original counterpart of this Agreement. All parties to this Agreement shall be members of the Authority and shall have the right to select members of its board of directors. In the event that additional parties do become members of this Agreement subsequent to the date hereof, such additional parties shall have the same rights, duties, privileges and obligations hereunder as are attributed to the Communities, and each reference herein to the Communities shall be deemed to include reference to such additional parties.

**Section 9.02. 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 anyone-year term by giving ninety (90) 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, excluding real property within the jurisdictional boundaries of the Community withdrawing from the Agreement. Any Community withdrawing from this Agreement shall remain legally and financially responsible for any obligation incurred by the Authority pursuant to the terms of this Agreement during the time such Community was a member of the Authority.

**ARTICLE X  
AMENDMENTS TO AGREEMENT**

**Section 10.01. Amendments.** Any amendments to this Agreement shall be in writing and shall be approved and executed by the original parties to this Agreement.

**ARTICLE XI  
DURATION AND TERMINATION OF AGREEMENT**

**Section 11.01. Duration of Agreement.** This Agreement shall remain in full force and effect for a period of one (1) year following the Agreement's effective date. At the anniversary date and each anniversary date thereafter, the Agreement shall be renewed automatically unless terminated in accordance with the provisions of this Agreement.

**Section 11.02. Termination of Agreement.** This Agreement shall only be terminated by a determination of the Communities that the purposes of the Authority have been completed and that there is no longer a need for the Authority's continued existence.

**Section 11.03. Dissolution and Distribution of Assets.** In the event this Agreement is terminated by agreement of the Communities, 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 approval by the Communities. 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 XII  
MISCELLANEOUS**

**Section 12.01. 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.

**Section 12.02. 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 12.03. 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 12.04. 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 12.05. 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.

**Section 12.06. 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 12.07. 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 12.08. Jurisdiction and Venue.** In the event of any disputes between the Communities over the meaning, interpretation, or implementation of the terms, covenants, or conditions of this Agreement, the matter under dispute, unless resolved between the Communities, shall be submitted to the courts of the State of Illinois.

**Section 12.09. Effective Date.** This Agreement shall become effective as \_\_\_\_\_.

**IN WITNESS WHEREOF**, the undersigned Communities, acting by and through their duly authorized representatives, have executed this Intergovernmental Agreement as of the date and year first above written.

\_\_\_\_\_, ILLINOIS

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

Title: \_\_\_\_\_

\_\_\_\_\_, ILLINOIS

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

Title: \_\_\_\_\_

\_\_\_\_\_, ILLINOIS

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

Title: \_\_\_\_\_

\_\_\_\_\_, ILLINOIS

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

Title: \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

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

**WHEREAS**, on May 8, 2012, the City Council of the City of Blue Island, approved an Intergovernmental Agreement to establish the South Suburban Land Bank Authority (hereinafter the "Authority"), a copy of which is attached hereto and incorporated herein; and

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

**WHEREAS**, said Local Government Director will represent the City of Blue Island in exercising the responsibilities of the Authority Board as set forth in Section 5.08 of the Intergovernmental Agreement;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLUE ISLAND, ILLINOIS**, as follows:

**Section One.** The foregoing recitals are hereby declared to be the findings of the Mayor and City Council.

**Section Two.** In accordance with the requirements of Section 5.01 of the Intergovernmental Agreement, the City Council or the Mayor, with the advice and consent of the City Council, does hereby appoint Donald E. Peloquin, Mayor to serve as a Local Government Director of the South Suburban Land Bank Authority.

**Section Three.** Effective Date. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

VOTING AYE: \_\_\_\_\_



\_\_\_\_\_  
\_\_\_\_\_

**VOTING NAY:** \_\_\_\_\_  
\_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTAIN:** \_\_\_\_\_

**APPROVED:** this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

**ATTESTED** and **Filed** in my office this  
\_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

**JOURNAL OF PROCEEDING  
OF THE  
REGULAR MEETING, APRIL 24, 2012**

**CALL TO ORDER**

The regular meeting of the City Council of the City of Blue Island was called to order by Mayor Peloquin at 7:00 p.m. on April 24, 2012.

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

Roll Call indicates the following:

Present: 12 Ald. Vieyra, Patoska, Rita,  
Ruthenberg, Stone, Ostling,  
Janko, Frausto, Vargas,  
Thompson, Natalino, Cheatle.

Absent: 2 Ald. Spizzirri, Johnson.

Present Also: Pam Frasor, City Clerk  
Jim Brosnahan, City Attorney  
Carmine Bilotto, City Treasurer

**JOURNAL OF PROCEEDING**

Moved by Ald. Patoska, second by Ald. Frausto the Journal Of Proceedings for the regular meeting on April 10, 2012 is accepted as printed.

Upon a vote, the Mayor declared the motion carried.

**REPORT OF CITY OFFICIALS**

**Mayor**

**PUBLIC HEARING**

Mayor Peloquin opened the Public Hearing for the Proposed First Amendment to Tax Increment Finance (TIF) District #5 and invited Mr. Bob Richlicki to the podium.

Mr. Bob Richlicki from Kane McKenna gave a summary of the Amended TIF 5 Plan.

Mayor Peloquin asked if Council had any questions.

No Questions.

Mayor Peloquin asked Clerk Frasor if there were any written comments.

No written comments.

Mayor Peloquin asked if there were any public comments.

Alan Stevo of 2324 Union Street asked how much money would be diverted from School District 130.

The Mayor stated zero, there is no money.

Mr. Stevo asked how much money would be diverted in the future.

The Mayor stated he didn't know.

Mr. Stevo stated he needed to know the answer.

The Mayor stated there is no answer. Until you have a development you don't know the increment.

Mr. Stevo stated they have the projection and he would like to hear it.

Mr. Richlicki stated there are 2 School Districts impacted by this. School Districts 130 & 132 and as the Mayor indicated about 90% of the property is vacant.

Mr. Stevo asked what Kane McKenna's fee was on this project.

Mr. Richlicki stated they bill hourly on this and the fee will not exceed \$20,000.00, they are in about \$15,000.00.

Mr. Stevo stated he is all in for opening the bridges.

Mayor Peloquin thanked him.

Motion by Ald. Vieyra, second by Ald. Cheatle to close the Public Hearing.

Mayor Peloquin noted Ald. Spizzirri and Ald. Johnson attended the meeting.

Ald. Thompson apologized for wearing sunglasses but had to due to having an eye infection.

Mayor Peloquin and Chief Hoglund approached the podium for a presentation of the following:

Dennis Sepessy received an Educational Achievement Award for receiving his Bachelor's Degree.

Ismael Haro and Christopher Connors received certificates for completing a 200-hour class, "Police Executive Role in the 21<sup>st</sup> Century".

## **PROCLAMATION**

## **BLUE ISLAND MOTORCYCLE AWARENESS MONTH**

Motion by Ald. Vargas, second by Ald. Janko to adopt.

Upon a vote, the Mayor declared the motion carried.

Mayor Peloquin is requesting approval from Council to authorize Mr. Wilson to have a 6 to 9 month period of exclusive ability to negotiate commercial development on 119<sup>th</sup> & Vincennes so he can progress ahead with his project.

Motion by Ald. Vargas, second by Ald. Ostling to approve.

Ayes: 12 Ald. Vieyra, Spizzirri, Patoska, Rita, Ruthenberg, Stone, Ostling, Janko, Frausto, Vargas, Natalino, Cheatle.

Nays: 1 Ald. Thompson.

Absent: 0

Abstain: 1 Ald. Johnson

There being Twelve (12) affirmative Votes, the Mayor declared the motion carried.

Mayor Peloquin announced Council should have a Project Status Report from Mr. Tom Nagel with some of the projects that we are trying to accomplish this year. The Mayor would like to highlight the

New Street Project on the angle parking we would like to accomplish.

The Mayor reminded the Aldermen in the Ward by the Water Tank of the noise from sandblasting of the water tank.

Mayor Peloquin stated they are waiting for the funds to be released from State to begin the projects.

### **QUESTIONS TO THE MAYOR**

No Questions

### **BIDS**

No Bids.

### **CITY CLERK**

Kerr Middle School is requesting to close Maple Avenue on Wednesday, May 9, 2012 from 8:15 am to 12:00 pm for an outdoor assembly in honor of Arbor Day.

Motion by Ald. Johnson, second by Ald. Spizzirri to approve.

Upon a vote, the Mayor declared the motion carried.

### **CITY TREASURER**

No Report.

Treasurer Bilotto stated Mr. Anastasia is working hard to close the years ending out.

### **CITY ATTORNEY**

Motion by Ald. Janko, second by Ald. Rita the headings be read and then a motion for adoption.

Upon on a vote, the Mayor declared the motion carried.

**ORDINANCE NO. 12 - 175**

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A BROWNFIELDS REVOLVING LOAN FUND AGREEMENT WITH THE SOUTH SUBURBAN MAYORS AND MANAGERS ASSOCIATION TO CONDUCT ENVIRONMENTAL CORRECTIVE ACTION ACTIVITIES FOR THE REAL PROPERTY KNOWN AS THE NORTHEAST MIXED USE COMMERCIAL PARK GENERALLY LOCATED AT 119<sup>TH</sup> AND VINCENNES AVENUE, BLUE ISLAND, ILLINOIS AND LEGALLY DESCRIBED IN EXHIBIT “A”.**

Motion by Ald. Vargas, second by Ald. Rita to adopt.

Ayes: 13 Ald. Vieyra, Spizzirri, Patoska, Rita, Ruthenberg, Stone, Ostling, Janko, Johnson, Frausto, Vargas, Natalino, Cheatle.

Nays: 1 Ald. Thompson.

Absent: 0

Abstain: 0

There being Thirteen (13) affirmative Votes, the Mayor declared the motion carried.

**ORDINANCE NO. 12 - 176**

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A BROWNFIELDS REVOLVING LOAN FUND SUB-GRANT AGREEMENT WITH THE SOUTH SUBURBAN MAYORS AND MANAGERS ASSOCIATION TO CONDUCT ENVIRONMENTAL CORRECTIVE ACTION ACTIVITIES FOR THE REAL PROPERTY KNOWN AS THE NORTHEAST MISED USE COMMERCIAL PARK GENERALLY LOCATED AT 119<sup>TH</sup> AND VINCENNES AVENUE, BLUE ISLAND, ILLINOIS AND LEGALLY DESCRIBED IN EXHIBIT “A”.**

Motion by Ald. Vargas, second by Ald. Stone to adopt.

On the Question: Ald. Janko asked how much money was already spent in that area.

Mayor Peloquin stated roughly around \$300,000.00.

Ayes: 13 Ald. Vieyra, Spizzirri, Patoska,  
Rita, Ruthenberg, Stone, Ostling,  
Janko, Johnson, Frausto, Vargas,  
Natalino, Cheatle.

Nays: 1 Ald. Thompson

Absent: 0

Abstain: 0

There being Thirteen (13) affirmative Votes, the Mayor declared the motion carried.

**ORDINANCE NO. 12 - 177**

**AN ORDINANCE PROHIBITING PARKING UPON A PORTION OF A CERTAIN STREET WITHIN THE CITY OF BLUE ISLAND, COUNTY OF COOK, STATE OF ILLINOIS, AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF.**

Motion by Ald. Janko, second by Ald. Stone to adopt.

Ayes: 12 Ald. Vieyra, Spizzirri, Patoska,  
Rita, Ruthenberg, Stone, Janko,  
Johnson, Frausto, Vargas,  
Natalino, Cheatle.

Nays: 2 Ald. Ostling, Thompson.

Absent: 0

Abstain: 0

There being Twelve (12) affirmative Votes, the Mayor declared the motion carried.

**ORDINANCE NO. 12 - 178**

**AN ORDINANCE RESCINDING HANDICAPPED PARKING RESTRICTIONS ON A PORTION OF A CERTAIN STREET WITHIN THE CITY OF BLUE ISLAND, COUNTY OF COOK AND STATE OF ILLINOIS.**

Motion by Ald. Janko, second by Ald. Ostling to adopt.

Ayes: 14 Ald. Vieyra, Spizzirri, Patoska,  
Rita, Ruthenberg, Stone, Ostling,  
Janko, Johnson, Frausto, Vargas,  
Thompson, Natalino, Cheatle.

Nays: 0

Absent: 0

Abstain: 0

There being Fourteen (14) affirmative Votes, the Mayor declared the motion carried.

**ORDINANCE NO. 12 - 179**

**AN ORDINANCE RESTRICTING PORTIONS OF WESTERN AVENUE FOR THIRTY MINUTE PARKING ONLY WITHIN THE CITY OF BLUE ISLAND, COUNTY OF COOK, STATE OF ILLINOIS, AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF.**

Motion by Ald. Spizzirri, second by Ald. Janko to adopt.

On the Question: Ald. Patoska asked to table this to revise.

Ald. Janko asked why he wants to send this back to Committee.

Ald. Patoska stated it's not fair.

Mayor Peloquin stated they have to follow protocol.

Motion by Ald. Patoska, second by Ald. Vieyra to table.

Ayes: 6 Ald. Vieyra, Patoska, Ruthenberg,  
Frausto, Thompson, Natalino.

Nays: 8 Ald. Spizzirri, Rita, Stone, Ostling, Janko,  
Johnson, Vargas, Cheatle.

Absent: 0

Abstain: 0

There being Six (6) affirmative Votes, the Mayor declared the motion carried not tabled.



Motion by Ald. Spizzirri, second by Ald. Janko to adopt.

On the Question: Ald. Patoska stated that 30-minute parking on the West side of Western Avenue and on the East side of Western Avenue there is 2-hour parking, what happens to the evening businesses.

Ald. Janko stated they could use City lots.

Ald. Spizzirri stated all the businesses were spoken to.

Ald. Patoska stated 30-minute parking should have restrictions.

Ald. Vieyra asked if the Moraine Valley students could get a parking decal.

The Mayor stated that they are actually working things out with Moraine Valley and stated that he has been around for the past 30 years and when he was Alderman, this parking was the same thing. It was all the same response on all ends. It was there then and it's here today. It's a never-ending thing.

Ald. Janko stated it comes down to enforcement.

The Mayor disagreed with Ald. Janko, he stated that they had a meter maid that walked up and down Western Avenue marking and ticketing cars and still had complaints and the business owner were the worst offenders.

Ayes: 6 Ald. Spizzirri, Janko, Johnson, Frausto, Vargas, Cheatle.

Nays: 8 Ald. Vieyra, Patoska, Rita, Ruthenberg, Stone, Ostling, Thompson, Natalino.

Absent: 0

Abstain: 0

There being Six (6) affirmative Votes, the Mayor declared the motion failed.

**WITHIN THE CITY OF BLUE ISLAND, COUNTY OF COOK, STATE OF ILLINOIS, AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF” ENACTED ON JULY 23, 1996.**

Motion by Ald. Vieyra, second by Ald. Patoska to adopt.

Ayes: 14 Ald. Vieyra, Spizzirri, Patoska, Rita, Ruthenberg, Stone, Ostling, Janko, Johnson, Frausto, Vargas, Thompson, Natalino, Cheatle.

Nays: 0

Absent: 0

Abstain: 0

There being Fourteen (14) affirmative Votes, the Mayor declared the motion carried.

**COMMITTEE REPORTS**

**Finance Committee – Ald. Patoska, Chairman**

Ald. Patoska announced at Committee they discussed some line items that are going to be added to the Appropriations Ordinance coming up in June and new positions as well.

**ACCOUNTS PAYABLE**

**Motion by Ald. Patoska, second by Ald. Natalino to approve Accounts Payable for April 24, 2012 for the Total Amount of \$539,610.03.**

Ald. Thompson asked about the new positions.

Ald. Patoska stated that it was discussed briefly.

Ayes: 13 Ald. Vieyra, Spizzirri, Patoska, Rita, Ruthenberg, Stone, Ostling, Janko, Johnson, Frausto, Vargas, Natalino, Cheatle.

Nays: 1 Ald. Thompson

Absent: 0

Abstain: 0

There being Thirteen (13) affirmative Votes, the Mayor declared the motion carried.

**PAYROLL**

**Motion by Ald. Patoska, second by Ald. Stone to approve Payroll for April 13, 2012 Net Pay - \$247,495.66 and Total Gross - \$404,361.44**

Ayes: 14 Ald. Vieyra, Spizzirri, Patoska, Rita, Ruthenberg, Stone, Ostling, Janko, Johnson, Frausto, Vargas, Thompson, Natalino, Cheadle.

Nays: 0

Absent: 0

Abstain: 0

There being Fourteen (14) affirmative Votes, the Mayor declared the motion carried.

Ald. Patoska stated they also discussed Tax bills going out and that the State is 4-months behind in paying the City on the shared state income tax in approximately \$708,000.00 owed to the City.

**Judiciary Committee – Ald. Vargas, Chairman**

No Report.

Next meeting – Tuesday, May 1, 2012, 6:00 pm – East Annex.

**Public Health & Safety Committee – Ald. Ostling, Chairman**

**Fire Department report for March 2012**

Total emergency medical services – 196, 179 patients treated, 166 patients transported, 30 refused transport, 167 emergency medical response, 29 non-emergency responses, 110 total time in service, 291.3 man-hours in service, 110-day response and 86-night response.

Medical Reimbursement Service collected - \$30,335.60.

Collection Fees - \$2,881.88.

Incident type report -

2 building fires, 1 cooking fire, 1 vehicle fire, 1 brush fire, 6 outside rubbish, 1 dumpster, 4 gas leaks, 3 carbon monoxide, 2 power lines down, 1 animal rescue, 18 assist police, 23 standby, 1 good intent, 2 false alarms, 4 unintentional alarms, 2 smoke detector no fire, 3 detector activation no fire.

Totals for March – 286.

Test for Fire Prevention Officer applications taken April 20, 2012 by 4:00pm. Civil Service will decide on qualifications.

2 new rescue saws purchased by Fire Fund & City.

All Officers will go thru 50 hours of incident training. Blue Card Training is for controlling incidents for Fire Risk & Methods to recognize dangers.

### **Police Department Report for March – 2012**

Parking Citations – 916, 623 moving citation, 22,457 miles patrolled, 2,272 calls answered, 427 traffic stops,

Fines & Fees collected for March - \$74,352.88.

Detective Division Cases Assigned -

1 aggravated battery, 1 battery, 1 burglary, 4 burglaries residential, 2 crimes against children, 1 death investigation, 1 home invasion, 1 larceny, 2 missing persons, 1 search warrant, 6 property damage, 3 robberies, 26 cases assigned in March.

Narcotics searches warrant executed in Harvey. The results seizure of heroin, cocaine and prescription pills packed for distribution.

No call outs for South Suburban Major Crimes Task Force.

911 Center March Statistics –

Blue Island – 2,563

Midlothian – 2,063

Posen – 778

Calumet Park – 1,475

Fourth Step Traffic Enforcement Campaign –

St. Patrick's Day March 12 – March 20 –  
Citations issued – 81, 67 occupant restraints, 4 unlicensed drivers  
arrested.

This program is funded to the Department from Department of  
Transportation.

Drug take back day is Saturday, April 28, 2012 from 10am – 2pm  
at the Blue Island Police Department.

Turn in old unused prescription drugs no liquids or needles.

Congratulations to Chief Hogle, he was chosen to be inducted  
into Eisenhower Alumni Hall of Fame.

Next meeting – Monday, May 21, 2012, 6:00 p.m. – Lower Level of  
the Police Department.

Ald. Johnson asked if there were any bilingual 911 operators.

Chief Hogle stated that there are bilingual operators in  
training now who are replacing the ones that left.

**Municipal Services Committee – Ald. Janko, Chairman**

No Report.

Next meeting – Tuesday, May 1, 2012 at 7:00 p.m. – East Annex.

**Community Development – Ald. Stone, Chairman**

Ald. Vieyra read the April minutes.

New Business's for April – 2012

Lost Treasures LLC at 12761-63 Western Avenue – approved.

Island Sports Bar & Grill at 13414 Olde Western Avenue – approved.

SJB Enterprises at 12757 Western Avenue – tabled.

De La Rosa Corp. at 11922 Ann Street – 6-month grace period.

La Finka at 1964 Vermont Street – approved pending inspections.

Weave Rocks at 12352 Western Ave. – approved pending inspections.

Building Department report for March –

• Building Permits	82
• Apartment Inspections	54
• Residential Inspections	34
• Commercial Inspections	0
• Letter of Conditions	8
• Demand Notices	4
• Court Summons	8
• Complaints Checked	29
• Not Approved for Occupancy	11
• Code Violations door tags	10
• Notice of Christmas Decorations	25
• Stop Work	9

Next Meeting – Tuesday, May 15, 2012, 6:30 p.m. – East Annex.

**CITIZENS WISHING TO ADDRESS THE COUNCIL  
REGARDING THIS EVENING BUSINESS**

Willie Scott of 11917 asked for clarification of what the 119<sup>th</sup> Street area will be developed to.

Mayor Peloquin stated there isn't a development yet going into the 119<sup>th</sup> Street area; the Mayor stated they voted to pursue the avenues for that certain parcel of land.

Mr. Scott asked Ald. Ostling about the position she stated in her report for the Fire Department.

Ald. Ostling yes, a position for Fire Prevention Office. It is a promotion within the Fire Department.

Mr. Scott announced he is hoping to see African American Fire Fighters in the near future.

Ald. Rita announced that I.D.O.T informed her that they will be reconstructing Vermont Street with a zero cost to Blue Island.

Mayor Peloquin stated I.D.O.T also contacted him but with a different location, he will find out.


Ald. Thompson informed Mr. Scott he needs to fill out the paper work completely before his handicapped sign request could be processed.

**ADJOURNMENT**

Motion by Ald. Janko, second by Ald. Vargas to adjourn the meeting.

Upon a vote, the Mayor declared the motion carried.

The next regular meeting of the City Council is scheduled for May 8, 2012 at 7:00 p.m.

  
\_\_\_\_\_  
**Pam Frasor, City Clerk**

**APPROVED BY ME THIS  
26TH DAY OF APRIL, 2012.**

  
\_\_\_\_\_  
**Donald E. Peloquin, Mayor**