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STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, the undersigned, DO HEREBY CERTIFY that I am the duly qualified and acting Clerk of the Village of McCook, a municipal corporation, Cook County, Illinois, and, as such, I am the keeper of the records and files and am custodian of the seal of said municipality.

I DO FURTHER CERTIFY as follows:

1. That the foregoing or attached is a complete, true, and correct copy of Ordinance No. 91-0 entitled:

AN ORDINANCE ADOPTING THE AMENDED McCOOK-HODGKINS
ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT

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COOK COUNTY RECORDER

2. That it was duly adopted by the governing body of said municipality at its regular meeting held on September 16, 1991.

3. That there were present at said meeting the Mayor and 6 Trustees, and that the vote on said adoption was:

AYE: 6 NAY: 0

4. That said ordinance was approved by the Mayor on September 16, 1991.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the corporate seal of said municipality on September 16, 1991.

A handwritten signature in cursive script, appearing to read "Charles J. Davis".
Clerk

(CORPORATE)
(SEAL)

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VILLAGE OF MCCOOK - A HOME RULE UNIT

Ordinance No. 91-10

AN ORDINANCE ADOPTING THE AMENDED MCCOOK-
HODGKINS ENTERPRISE ZONE INTERGOVERNMENTAL
AGREEMENT

.

EMIL T. SERGO
Mayor

JOHN BUBASH
JOHN BUBASH, JR.
JOHN BUTKOVICH
ROBERT M. MANDEKICH
WAYNE MOLIS
MICHAEL SABAN
Trustees

CHARLES SOBUS
Clerk

LOUIS F. CAINKAR, LTD.
Attorney

VILLAGE HALL
50th Street and Glencoe Avenue
McCook, IL 60525
708-447-9030

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ORDINANCE NO. 91-10

AN ORDINANCE ADOPTING THE AMENDED MCCOOK-HODGKINS ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT

WHEREAS, the Village of McCook, by and through its Ordinance No. 85-29, and the Village of Hodgkins by and through its Ordinance No. 85-18, have designated an enterprise zone pursuant to the Illinois Enterprise Zone Act; and

WHEREAS, the Village of McCook, by and through its Ordinance No. 85-31 as amended by Ordinance No. 86-6, adopted an Intergovernmental Agreement between the Village of McCook and the Village of Hodgkins concerning the establishment of an enterprise zone; and

WHEREAS, at the time of the passage of said Ordinances, it was necessary to provide for the creation of a designated zone organization for enterprise zone, to provide for the administration of the enterprise zone and to create uniform financial incentives throughout the enterprise zone; and

WHEREAS, at the time of the enactment of the McCook-Hodgkins Enterprise Zone Intergovernmental Agreement, the territory to be included in said enterprise zone was described as "All of the Village of McCook and all of the Village of Hodgkins in Cook County, Illinois"; and

WHEREAS, the Village of Hodgkins, by and through its Ordinance No. 91-20, annexed certain territory into its corporate limits, said territory being legally described on Exhibit "A" which is attached hereto and made a part hereof; and

WHEREAS, the Village of McCook, by and through its Ordinance No. 91-9, amended Ordinance No. 85-29 to include the newly annexed territory legally described on Exhibit "A" into the McCook-Hodgkins Enterprise Zone; and

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WHEREAS, the Village of Hodgkins, by and through its Ordinance No. 91-26, amended Ordinance No. 85-18 to include the newly annexed territory legally described on Exhibit "A" into the McCook-Hodgkins Enterprise Zone; and

WHEREAS, it is necessary at this time to amend the McCook-Hodgkins Enterprise Zone Intergovernmental Agreement executed by the respective Villages on December 18, 1985, (attached hereto as Exhibit "B") to include the newly annexed territory into said enterprise zone; and

WHEREAS, the Mayor and the Board of Trustees believe it to be in the best interests of the Village, its enterprise zone and its citizens to expand said enterprise zone and to amend said intergovernmental agreement between the governmental entities in furtherance of its commitment to its citizens and the State of Illinois to take all steps necessary to retain and attract viable, revenue producing businesses within the area.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE BOARD OF TRUSTEES OF THE VILLAGE OF MCCOOK, COOK COUNTY, ILLINOIS, as follows:

Section 1

That the McCook-Hodgkins Enterprise Zone Intergovernmental Agreement entered into on December 18, 1985, by and between the Village of McCook and the Village of Hodgkins and attached hereto as Exhibit "B," is hereby amended.

Section 2

That The Amended Intergovernmental Agreement, (attached hereto as Exhibit "C") is hereby approved and adopted.

Section 3

That the precise description of the McCook-Hodgkins Enterprise Zone shall be as set forth in Exhibit "D" and as schematically

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depicted in Exhibit "E," both of which are attached hereto and made a part hereof.

Section 4

That the Mayor of the Board of Trustees of the Village of McCook is hereby authorized and directed, by and on behalf of said Board of Trustees, to:

- a. execute the Amended Intergovernmental Agreement; and
- b. submit to the Illinois Department of Commerce and Community Affairs a boundary approval change application, jointly with the Village of Hodgkins.

Section 5

The Village Clerk is hereby directed to file a certified copy of the Ordinance and Exhibits with any agency required by law.

Section 6

If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity shall not affect any of the other provisions of this ordinance.

Section 7

All ordinances, agreements or parts thereof in conflict with the provisions of this Ordinance are hereby repealed insofar as they conflict herewith.

Section 8

This ordinance shall be in full force and effect from and after its adoption, approval, and publication as provided by law.

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This ordinance was passed and deposited in the office of the Village Clerk this 16th day of September, 1991.

CHARLES SOBUS

Village Clerk

APPROVED by me this 16th
day of SEPTEMBER 1991.

EMIL T. SERGO

Mayor

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REAL ESTATE LEGAL DESCRIPTION

PARCEL ONE:

A strip of land 50 feet in width lying Northwest and adjoining the joint fee right of way, 150 feet wide, conveyed to the Chicago and Illinois Western Railroad and the Commonwealth Edison Company by deeds recorded in the Recorder's Office of Cook County, Illinois, on July 10, 1946, as documents no. 13840023 and 13840024, said strip of land being located in Sections 32, 29 and 28, all in Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, said strip being bounded on the Southwest by the South line of the Northeast quarter of said Section 32, and on the Northeast by the North line of the Southwest quarter of Section 28.

PARCEL TWO:

A parcel of land located in the Northeast quarter of Section 32, the Northwest quarter of Section 33, the Southwest quarter of Section 28, and the Northwest quarter of Section 28, all in Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, bounded and described as follows:

Commencing at the point of intersection of the East line of the said Northwest quarter of Section 28 and the Southeasterly line of the joint fee right of way, 150 feet wide, conveyed to the Chicago and Illinois Western Railroad and the Commonwealth Edison Company by deeds recorded in the Recorder's Office of Cook County, Illinois on July 10, 1946, as documents no. 13840023 and 13840024 for a point of beginning; thence Southwesterly along the Southeast line of the joint fee right of way to the most Northerly corner of land heretofore conveyed to the United States of America by deed dated January 30, 1953, and recorded March 31, 1953, as document 15581191 (hereinafter "U.S.A. Land"); thence Southeasterly along a Northeasterly line of U.S.A. Land and along the Northeast line of land heretofore conveyed to Big Ben Chemicals and Solvents, Inc., by deed dated October 18, 1963, and recorded January 30, 1969, as document no. 20743742 (hereinafter the "Big Ben Land") to the Northeast corner of the Big Ben Land; thence Southwesterly along the Southeast line of the Big Ben Land a distance of 1342.17 feet, more or less, to the most Southerly corner of the Big Ben Land; thence Southeasterly along a Northerly Northeasterly line of the U.S.A. Land to a Southeast corner of the U.S.A. Land; thence Southwesterly along a Southeasterly line of said U.S.A. Land a distance of 1417 feet, more or less; to the most Southerly corner of the U.S.A. Land; thence Southeasterly along the Northeast line of land heretofore conveyed to Brand Plastics Company by deed dated August 27, 1965, and recorded as document 18069572, to a point of intersection with a line 35 feet, measured perpendicularly, Southeasterly of

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and parallel to the aforesaid Southeastern line of the U.S.A. Land; thence Northeasterly along said line 35 feet, measured perpendicularly, Southeastern of and parallel to said Southeastern line of the U.S.A. Land, said line being also a Northwestern line of land heretofore conveyed to the Atchison, Topeka and Santa Fe Railway Company, recorded January 4, 1990, as document 90005304, as parcel two of said conveyance (hereinafter the "AT&SF Land - Parcel Two"), a distance of 1625 feet, more or less, to a point on the East line of the Northeast quarter of said Section 32; thence Northerly along the East line of said Northeast quarter of said Section 32, a distance of 70 feet, more or less, to a point of intersection with a line 20 feet, measured perpendicularly, Southeastern of and parallel to the aforesaid Southeast line of the Big Ben Land; thence Northeasterly along said line 20 feet, measured perpendicularly, Southeastern of and parallel to said Southeast line of Big Ben Land and said Southeast line projected Northeasterly, said line being also a Northwestern line of said AT&SF Land - Parcel Two, a distance of 2137.00 feet, more or less, to a point that is 210 feet Westerly of and normally distant from the North-South centerline of said Southwest quarter of Section 28; thence Northeasterly to the most Southwesterly corner of land heretofore conveyed to the Atchison, Topeka and Santa Fe Railway Company by deed dated December 29, 1989, and recorded January 4, 1990, as document 90005304 as parcel three of said conveyance, said corner being also a point on a line 360 feet (measured perpendicularly) Southeastern of and parallel to the Southeastern line of the joint fee right of way, which is 95 feet normally distant from the North-South centerline of said Southwest quarter of Section 28; thence Northeasterly along said line 360 feet, measured perpendicularly, Southeastern of and parallel to the Southeastern line of the joint fee right of way, a distance of 2380 feet, more or less, to a point on the East line of said Northwest quarter of said Section 28; thence Northerly along said East line of the Northwest quarter of Section 28 to the point of beginning, in Cook County, Illinois.

PARCEL THREE:

That part of Section 28, 29 and 32, Township 38 North, Range 12, East of the Third Principal Meridian, described by beginning at the Northwest corner of the Southwest quarter of said Section 28 and running thence North 89°41'30" East along the North line thereof, 956.60 feet to the Southwesterly right of way line of the Tri-State Tollway; thence South 56°15'02" East along said line, 148.81 feet to an angle point; thence North 33°43'20" East, 66.0 feet to an angle point; thence South 56°16'40" East along said right of way line, 140.13 feet to a line drawn parallel with and 50 feet Northwestern from the Commonwealth Edison Company right of way; thence South 36°53'05" West along said parallel line, 2080.0 feet to a point of curvature; thence Southwesterly on a tangential curve to the left having a radius of 5929.65 feet, an arc distance of 569.27 feet to the point of tangency; thence South 31°23'02" West, along said line drawn parallel with

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and 50 feet Northwestwardly from said Commonwealth Edison Company right of way, 3448.38 feet to a line drawn parallel with the South line of the Northeast quarter of said Section 32 through a point on the West line thereof which is 142.93 feet North of the center of said section; thence South $89^{\circ}52'40''$ West along said parallel line, 428.72 feet to the East line of Willow Springs Road; thence Northerly on a curve to the right having a radius of 460 feet, an arc distance of 27.81 feet to a point of tangency in the East line of Willow Springs Road, said point being 50.0 feet East of the West line of the Northeast quarter of said Section 32; thence North $00^{\circ}33'17''$ West, parallel with said West line, a distance of 790.66 feet; thence South $89^{\circ}26'43''$ West, 10.0 feet to a line drawn 40 feet East of and parallel with said West line of the Northeast quarter; thence North $00^{\circ}33'17''$ West, on said parallel line, 752.0 feet; thence North $89^{\circ}26'43''$ East 10.0 feet to a line drawn 40 feet East of and parallel with the West line of the Northeast quarter of said Section 32; thence North $00^{\circ}33'17''$ West, on said parallel line, 180.0 feet; thence South $89^{\circ}26'43''$ West 17.0 feet; thence North $00^{\circ}33'17''$ West, 302.28 feet; thence North $89^{\circ}26'43''$ East, at right angles to said West line, 78.45 feet; thence North $31^{\circ}23'02''$ East, 330.0 feet; thence North $18^{\circ}36'58''$ West, 276.74 feet; thence North $31^{\circ}23'02''$ East, 404.15 feet; thence North $06^{\circ}14'48''$ East, 291.91 feet; thence North $31^{\circ}23'02''$ East, 920.25 feet; thence South $58^{\circ}36'58''$ East, 86.26 feet; thence North $31^{\circ}23'02''$ East, 430.0 feet; thence North $53^{\circ}39'53''$ East, 238.26 feet; thence North $31^{\circ}23'02''$ East, 713.90 feet to a line drawn parallel with and 86 feet Southerly from the North line of the Southeast quarter of said Section 29; thence South $89^{\circ}47'34''$ West along said parallel line, 1763.52 feet to a line drawn parallel with and 40 feet East of the West line of said Southeast quarter; thence North $00^{\circ}28'30''$ West along said parallel line, 86 feet to said North line of Southeast quarter; thence North $89^{\circ}47'34''$ East along said North line, 2615.99 feet to the place of beginning, in Cook County, Illinois.

Together with those parts of 75th Street and Willow Springs Road adjacent to the above described property and not previously annexed to any municipality, but excluding that portion, if any, of Willow Springs Road which has been previously annexed to the Village of Willow Springs.

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McCOOK-HODGKINS ENTERPRISE ZONE

INTERGOVERNMENTAL AGREEMENT

This agreement is made by the Village of McCook, a municipal corporation (hereinafter "McCook"), and the Village of Hodgkins, a municipal corporation (hereinafter "Hodgkins").

WHEREAS, McCook and Hodgkins have designated an enterprise zone pursuant to the Illinois Enterprise Zone Act; and

WHEREAS, it is necessary to provide for the creation of a designated zone organization for the enterprise zone, to provide for the administration of the enterprise zone and to create uniform financial incentives throughout the enterprise zone; and

WHEREAS, McCook and Hodgkins are authorized to enter into intergovernmental agreements by Article VII, Section 10 of the 1970 Illinois Constitution, the Intergovernmental Cooperation Act (1983 Illinois Revised Statutes Chapter 127, Section 741 et seq.) and the Illinois Enterprise Zone Act.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in the agreement, McCook and Hodgkins agree as follows:

SECTION 1. Definitions

- A. "Department" means the Department of Commerce and Community Affairs of the State of Illinois.
- B. "Enterprise Zone" means the McCook-Hodgkins Enterprise Zone.
- C. "Parties" means the parties to this agreement: McCook and Hodgkins.

SECTION 2. Legal Description of Enterprise Zone.

The enterprise zone which is the subject matter of this agreement shall be known as the McCook-Hodgkins Enterprise Zone. The enterprise zone is comprised of those areas in McCook and Hodgkins designated by the respective ordinances of the municipalities. The enterprise zone is legally described in Exhibit "A" and schematically depicted in Exhibit "B", both of which are attached to this agreement and are hereby incorporated by reference.

SECTION 3. Zone Administrator

A. Selection; Removal

The zone administrator shall be appointed by the unanimous consent of the parties and shall be an employee or officer of one of the parties.

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The zone administrator shall be removed from office by the vote of either of the parties, or by the party making the appointment. An employee removed from the office of zone administrator may, at the discretion of the employing party, continue to serve as an employee of the employing party.

B. Duties

The zone administrator shall be the liaison between the designating municipality or county, the Department, and any designated zone organizations within zones under his jurisdiction. He shall advise all industries of incentives on how to carry them into effect. He shall act as chief administrator of the Zone, hire and fire personnel for his staff, establish operating procedures dependent upon approval of the corporate authorities, make periodic reports both financial and progress, receive all applications for property tax abatement and other incentives, and conduct public meetings.

C. Financial Support

McCook and Hodgkins shall create and annually appropriate sums of money for an "Enterprise Fund" which shall pay for the costs of the zone administrator and expense in proportion to the businesses that apply for its use. Funds will also be solicited.

SECTION 4. Designated Zone Organization(s) -- Management Structure(s) (DZO)

A. Selection of Designated Zone Organization(s)

The parties shall solicit applications from local organizations within the enterprise zone to be selected as a designated zone organization within the meaning of the Illinois Enterprise Act.

B. Functions of the Designated Zone Organization(s)

The parties may authorize any or all of the designated zone organizations to perform any or all of the following functions:

- (1) promote and market business development within the enterprise zone;
- (2) provide a forum to address the concerns of the residents and businesses within the enterprise zone;
- (3) assist businesses in applying for benefits available pursuant to the Illinois Enterprise Zone Act;
- (4) solicit funds and contributions;
- (5) authorize and fund from solicited funds staff support for the designated zone organization;
- (6) acquire, manage and dispose of property; 91582703
- (7) conduct crime watch programs;

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- (8) conduct energy conservation programs;
- (9) conduct urban shopsteading programs;
- (10) promote female and minority business, particularly in reference to the Minority and Female Business Enterprise Act;
- (11) agree with local governments to provide public service by contracting with private enterprises;
- (12) perform any and all actions to implement or facilitate the functions provided for in this agreement or for any functions authorized pursuant to Section 8 of the Illinois Enterprise Zone Act.

SECTION 5. Financial Incentives

The parties agree that in addition to the incentives provided for by the State to provide the following financial incentives in the enterprise zone including, but not limited to, one or more of the following:

- a. Property tax abatement on new improvements.
- b. Lower property tax classification (Cook County).
- c. Sales tax exemption on building materials to be incorporated into real estate in the Zone.
- d. Building and construction fee waivers.
- e. Grants or loan assistance, as such programs become available.
- f. Targeting local resources and applicable federal programs.
- g. Such other tax or other financial incentives or reimbursements as may be authorized by law, now or in the future.
- h. Shopsteading or homesteading as defined by the Illinois Enterprise Zone Act.

SECTION 6. Additional Incentives

This agreement in no way limits the ability of any of the parties to extend additional tax incentives or reimbursement to businesses within the enterprise zone or throughout their jurisdiction by separate ordinance.

SECTION 7. Enforcement

This agreement shall be enforceable in any court of competent jurisdiction by any of the parties hereto by an appropriate action of law or equity to secure the performance of the covenants contained herein.

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SECTION 8. Implementation

McCook and Hodgkins assure each other that they will use all their resources to establish and implement the administrative procedures set forth.

SECTION 9. Term of Agreement

This agreement becomes effective on the date the enterprise zone is certified by the Department and becomes effective for twenty (20) years. This agreement terminates on the same date that the term of the enterprise zone expires or six (6) months after the execution of a decertification agreement with the Department.

SECTION 10. Severability

If any provision of this agreement is held invalid by a court of competent jurisdiction, such provision shall be stricken and shall not affect any other provision of the agreement.

SECTION 11. Amendment and Decertification

Nothing in this agreement shall preclude McCook or Hodgkins from amending their designating ordinances to either amend or decertify those portions of the enterprise zone within their jurisdiction. Such amendment shall be in accordance with Section 5.4 of the Illinois Enterprise Zone Act and shall not require the approval of any other party to this agreement.

This agreement entered into by and between the parties on this 18th day of December, 1985.

VILLAGE OF MCCOOK

EO J. Lugo
Mayor

VILLAGE OF HODGKINS

William J. [Signature]
President

ATTEST:

Charles [Signature]
Clerk

ATTEST:

Edna M. [Signature]
Clerk

**MCCOOK-HODGKINS ENTERPRISE ZONE
AMENDED INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT is made by the Village of McCook, a municipal corporation, (hereinafter "McCook"), and the Village of Hodgkins, a municipal corporation, (hereinafter "Hodgkins").

WHEREAS, the Village of McCook by and through its Ordinance No. 85-29, and the Village of Hodgkins, by and through its Ordinance No. 85-18, have designated an enterprise zone pursuant to the Illinois Enterprise Zone Act; and

WHEREAS, the Village of McCook, by and through its Ordinance No. 85-31 as amended by Ordinance No. 86-6, adopted an Intergovernmental Agreement between the Village of McCook and the Village of Hodgkins concerning the establishment of an enterprise zone; and

WHEREAS, the Village of Hodgkins by and through its Ordinance No. 91-20, annexed certain territory into its corporate limits, said territory being legally described on Exhibit "A" which is attached hereto and made a part hereof; and

WHEREAS, the Village of McCook by and through its Ordinance No. 91-9, amended Ordinance No. 85-29 and to include the newly annexed territory legally described on Exhibit "A" into the McCook-Hodgkins Enterprise Zone; and

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WHEREAS, the Village of Hodgkins by and through its Ordinance No. 91-26, amended Ordinance No. 85-18 to include the newly annexed territory legally described on Exhibit "A" into the McCook-Hodgkins Enterprise Zone; and

WHEREAS, it is necessary at this time to amend the McCook-Hodgkins Enterprise Zone Intergovernmental Agreement executed by the respective Villages on December 18, 1985 to include the newly annexed territory into the said enterprise zone; and

WHEREAS, Section 11 in said agreement provided for amendments; and

WHEREAS, McCook and Hodgkins are authorized to enter into intergovernmental agreements by Article VII, Section 10 of the 1970 Illinois Constitution, the Intergovernmental Cooperation Act (1983 Ill. Rev. Stat. Ch. 127, Section 741, et. seq.), and the Illinois Enterprise Zone Act.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in the agreement, McCook and Hodgkins agree to amend the McCook-Hodgkins Enterprise Zone Intergovernmental Agreement to read as follows:

SECTION 1. Definitions

- A. "Department" means the Department of Commerce and Community Affairs of the State of Illinois.

- B. "Enterprise Zone" means the McCook-Hodgkins Enterprise Zone.
- C. "Parties" means the parties to this agreement: McCook and Hodgkins.

SECTION 2. Legal Description of Enterprise Zone

The enterprise zone which is the subject matter of this agreement and is known as the McCook-Hodgkins Enterprise Zone, is amended to include that portion of territory annexed by the Village of Hodgkins under Ordinance No. 91-20, said territory being legally described on Exhibit "A" which is attached hereto and made a part hereof. The enterprise zone is hereinafter comprised of those areas in McCook and Hodgkins designated by the respective ordinances of the municipalities.

The enterprise zone as now amended is legally described in Exhibit "B" and schematically depicted in Exhibit "C", both of which are attached to this agreement and are hereby incorporated by reference.

SECTION 3. Zone Administrator

A. Selection; Removal

At least 30 days prior to July 1, 1986, a temporary zone administrator shall be appointed by the Villages who shall be an employee or officer of one of the parties. This temporary administrator shall serve until a permanent administrator is appointed within 6 months of certification. The permanent zone administrator shall be appointed by unanimous consent of the Villages within 6 months of zone certification and shall be an employee or officer of one of the Villages.

The zone administrator shall be removed from office by the vote of either of the parties. An employee removed from the office of zone administrator may, at the discretion of the employing party, continue to serve as an employee of the employing party.

B. Duties

The zone administrator shall be the liaison between the designating municipality or county, the Department, and any designated zone organizations within zones under his jurisdiction. He shall advise all industries of incentives on how to carry them into effect. He shall act as chief administrator of the Zone, hire and fire personnel for his staff, establish operating procedures dependent upon approval of the corporate authorities, make

periodic reports both financial and progress, receive all applications for property tax abatement and other incentives, and conduct public meetings.

C. Financial Support

McCook and Hodgkins will annually appropriate a sum of money out of their corporate funds which shall pay the salary of the zone administrator. This salary shall be based upon the individual's training and experience compared with zone administrators in the area with similar training and experience. Funds will also be solicited from the community to aid the administrator in special projects in connection with the enterprise zone activities.

D. Term of Appointment

The permanent zone administrator shall serve for a period of one year but his term may be extended for one year intervals upon unanimous consent of the parties.

SECTION 4. Designated Zone Organization(s) -
Management Structure(s) (DZO)

A. Selection of Designated Zone Organization(s).

The parties shall solicit applications from local organizations within the enterprise zone to be selected as a designated zone organization within the meaning of the Illinois Enterprise Zone Act.

B. Functions of the Designated Zone Organization(s).

The parties may authorize any or all of the designated zone organizations to perform any or all of the following functions:

- (1) promote and market business development within the enterprise zone;
- (2) provide a forum to address the concerns of the residents and businesses within the enterprise zone;
- (3) assist businesses in applying for benefits available pursuant to the Illinois Enterprise Zone Act;
- (4) solicit funds and contributions;
- (5) authorize and fund from solicited funds staff support for the designated zone organization;
- (6) acquire, manage and dispose of property;

- (7) conduct crime watch programs;
- (8) conduct energy conservation programs;
- (9) conduct urban shopsteading programs;
- (10) promote female and minority business, particularly in reference to the Minority and Female Business Enterprise Act;
- (11) agree with local governments to provide public service by contracting with private enterprises;
- (12) perform any and all actions to implement or facilitate the functions provided for in this agreement or for any functions authorized pursuant to Section 8 of the Illinois Enterprise Zone Act.

SECTION 5. Financial Incentives

The parties agree that in addition to the incentives provided for by the State, to provide the additional financial incentives in the enterprise zone including, but not limited to, one or more of the following:

- a. Property tax abatement on new improvements.
- b. Lower property tax classification (Cook County).
- c. Sales tax exemption on building materials to be incorporated into the real estate in the Zone.
- d. Building and construction fee waivers.
- e. Grants or loan assistance, as such programs become available.
- f. Targeting local resources and applicable federal programs.
- g. Such other tax or other financial incentives or reimbursements as may be authorized by law, now or in the future.
- h. Shopsteading or homesteading as defined by the Illinois Enterprise Zone Act.

SECTION 6. Additional Incentives

This agreement in no way limits the ability of any of

the parties to extend additional tax incentives or reimbursement to businesses within the enterprise zone or throughout their jurisdiction by separate ordinance.

SECTION 7. Enforcement

This agreement shall be enforceable in any court of competent jurisdiction by any of the parties hereto by an appropriate action of law or equity to secure the performance of the covenants contained herein.

SECTION 8. Implementation

McCook and Hodgkins assure each other that they will use all their resources to establish and implement the administrative procedures set forth.

SECTION 9. Term of Agreement

This agreement becomes effective on the date the amended enterprise zone is certified by the Illinois Department of Commerce and Community Affairs. The enterprise zone shall expire on the 1st day of July, 2006. This agreement terminates on the same date that the term of the enterprise zone expires or six (6) months after the execution of a decertification agreement with the Department.

SECTION 10. Severability

If any provision of this agreement is held invalid by a court of competent jurisdiction, such provision shall be stricken and shall not affect any other provisions of the agreement.

SECTION 11. Conflicts

All ordinances, agreements, or parts thereof in conflict with the provisions of this Agreement are hereby repealed insofar as the conflict herewith.

SECTION 12. Amendment and Decertification

Nothing in this agreement shall preclude McCook or Hodgkins from amending their designating ordinances to either amend or decertify those portions of the enterprise zone within their jurisdiction. Such amendment shall be in accordance with Section 5.4 of the Illinois Enterprise Zone Act and shall not require the approval of any other party to this agreement.

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This agreement entered into by and between the parties
on this _____ day of _____, 1991.

VILLAGE OF McCOOK

VILLAGE OF HODGKINS

Mayor

President

ATTEST:

ATTEST:

Clerk

Clerk

Property of Cook County Clerk's Office

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LEGAL DESCRIPTION

MC COOK/HODGKINS ENTERPRISE ZONE

That part of Sections 10, 11, 12, 14, 15, 16, 21, 22, 27 and 28 all in Township 38 North, Range 12 East of the Third Principal Meridian described as follows: Beginning at the Northwest corner of said Section 10; thence Easterly along the North line of said Section 10 to the Northeast corner of said Section 10; thence continuing Easterly along the North line of said Section 11 to the Northwest corner of the Half of the Northeast Quarter of said Section 11, said point being along the centerline of a public roadway commonly known as Lawndale Avenue; thence Southerly along the West line of the East Half of the Northeast Quarter of said Section 11 to a point of intersection with the Westerly prolongation of the South line of Lot 1 in Owner's Subdivision of part of the East Half of the Northeast Quarter of said Section 11, lying Northwesterly of Joliet Road, according to the plat thereof recorded per Document No. 6726722; thence Easterly to the Southwest corner of said Lot 1; thence Northerly along the Easterly right-of-way line of Lawndale Avenue to a point on a line 250 feet North of and parallel with the South line of said Lot 1; thence Easterly along said parallel line, being 250 feet North of the South line of said Lot 1 to a point on a line 784 feet East of and parallel with the West line of the East Half of the Northeast Quarter of said Section 11; thence Southerly along said parallel line, being 784 feet East of the West line of the East Half of the Northeast Quarter of said Section 11 to a point on the Northwesterly right-of-way line of Joliet Road; thence Southwesterly along the Northwesterly right-of-way line of Joliet Road to a point on a line 527.77 feet East of and parallel with the West line of said Lot 1; thence South to a point on the centerline of Joliet Road; thence Northeasterly along the centerline of Joliet Road to a point of intersection with the centerline of Joliet Avenue; thence continuing Northeasterly along the centerline of Joliet Avenue to a point on the North line of the Northwest Quarter of said Section 12; thence Easterly along the North line of the Northwest Quarter of said Section 12 to the Northwest corner of the East 15 acres of that part of the Northwest Quarter of said Section 12, lying West of the East 200 feet thereof and lying Northerly of that part of said Northwest Quarter of said Section 12 conveyed to the Chicago and Illinois Western Railroad Company; thence Southerly along the Westerly line of said last described 15 acres to a point on a line 545.65 feet South of and parallel with the North line of the Northwest Quarter of said Section 12; thence Easterly along said parallel line, being 545.65 feet South of the North line of the Northwest Quarter of said Section 12 a distance of 240.2 feet; thence Southerly along a line parallel with the West line of said 15 acres 190.0 feet to a point on a line 735.65 feet South of and parallel line being 735.65 feet South of the North line of the Northwest Quarter of said Section 12 a distance of 240.2 feet to the West line of said 15 acres; thence Southerly along the West line of the said 15 acres to a point on the Northerly line of the Chicago and Illinois Western Railroad per Document No. 10718075; thence Northeasterly along the Northerly line of the Chicago and Illinois Railroad to a point on the East line of the West 5 acres of the said East 15 acres; thence Northerly along the East line of the West 5 acres of the said East 15 acres to a point on the North line of the Northwest Quarter of said Section 12; thence Easterly along the North line of said Section 12 to a point on the

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centerline of the DesPlaines River; thence Southeasterly, Southerly and Southwesterly along the centerline of the DesPlaines River to a point on the South line of the Northwest Quarter of said Section 12; thence Westerly along the South line of the Northwest Quarter of said Section 12 to the Southeast corner of the Northeast Quarter of said Section 11; thence continuing Westerly along the South line of the Northeast Quarter of said Section 11 to the Southwest corner of the Northeast Quarter of said Section 11; thence Southerly along the East line of the Southwest Quarter of said Section 11 to the Southeast corner of the Southwest Quarter of said Section 11; thence Westerly along the South line of the Southwest Quarter of said Section 11 to a point on the Southeasterly line of the Atchison Topeka and Santa Fe Railroad; thence Southwesterly, Southerly and Southeasterly along said Southeasterly line of the Atchison Topeka and Santa Fe Railroad to a point on intersection with the Northeasterly line of the Baltimore and Ohio Chicago Terminal Railroad; thence continuing Southeasterly along said Northeasterly line of the Baltimore and Ohio Chicago Terminal Railroad to a point on the Northerly bank of the DesPlaines River; thence Northeasterly to a point at the intersection of the East line of the Northwest Quarter of said Section 14 with the Southwesterly line of River Lot D in the Sanitary District Trustee's Subdivision; thence Southerly along the East line of the Northwest Quarter of said Section 14 to a point on the centerline of the DesPlaines River; thence Southwesterly along the centerline of the DesPlaines River to a point on the South line of the Southeast Quarter of said Section 15; thence Westerly along the North line of the Northeast Quarter of said Section 22 to a point on the Northwesterly line of the DesPlaines River Diversion Channel; thence Southwesterly along the Northwesterly line of the DesPlaines River Diversion Channel to the Northeast corner of the Southwest Quarter of said Section 22; thence continuing Southwesterly along the Northwesterly line of the DesPlaines River Diversion Channel to the Southwest corner of the Northwest Quarter of the Northwest Quarter of said Section 27; thence continuing Southwesterly along the Northwesterly line of the DesPlaines River Diversion Channel on an angle of 11 degrees 41 minutes 15 seconds to the right of the last described course produced, a distance of 1879.80 feet to the Southwest corner of the Southeast Quarter of the Northeast Quarter of said Section 28; thence Westerly along the North line of the Southeast Quarter of said Section 28 to a point on the Southeasterly line of the Atchison Topeka and Santa Fe Railroad; thence Southwesterly along the Southeasterly line of the Atchison Topeka and Santa Fe Railroad to a point on the Southwesterly line of the Illinois State Toll Highway Authority Route 294; thence Northwesterly along the Southwesterly line of the Illinois State Toll Highway Authority Route 294 to a point on the Northwesterly line of the Atchison Topeka and Santa Fe Railroad; thence Southwesterly along the Northwesterly line of the Atchison Topeka and Santa Fe Railroad to a point on a line 95.0 feet West of the East line of the West Half of the Southwest Quarter of said Section 28; thence North along said last described parallel line to a point on a line 360 feet (measured perpendicularly) Southeasterly of and parallel with the Southeasterly line of the Joint Fee right-of-way conveyed to the Chicago and Illinois Western Railroad and the Commonwealth Edison Company per Document Nos. 13840023 and 13840024; thence Southwesterly to a point on a line 210 feet Westerly of and normal distant from the North-South centerline of said Southwest Quarter of said Section 28; thence Easterly to a point on a line 175 feet Westerly of and normal distant from the North-South centerline of said Southwest Quarter of said Section 28; thence South and Southwesterly to a point on the Northwesterly line of the Atchison Topeka and Santa Fe Railroad; thence Southwesterly along the Northwesterly line of the Atchison Topeka and Santa Fe Railroad to a point on the South line of the Northeast Quarter of said Section 32; thence Westerly along the South line of the

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Northeast Quarter of said Section 32 to a point on the Northeasterly line of the existing limits of the Village of Hodgkins per Ordinance 89-1 to a point of intersection of a line 35 feet, measured perpendicularly, southeasterly of and parallel with the Southeasterly line of the land heretofore conveyed to the United States of America by deed dated January 30, 1953, and recorded March 31, 1953 as Document No. 15581191 (hereinafter "U.S.A. Land") with the Northeast line of land conveyed to Brand Plastics Company by deed dated August 27, 1965, and recorded as Document No. 18069572; thence Northwesterly along the Northeast line of said Brand Plastics Company to the most Southerly corner of the said U.S.A. Land; thence Northeasterly along the Southeasterly line of said U.S.A. Land a distance of 1417 feet, more or less, to a southeast corner of the U.S.A. Land; thence Northwesterly along a northerly Northeasterly line of the U.S.A. Land to the most Southerly corner of land heretofore conveyed to Big Ben Chemicals and Solvents, Inc. by deed dated October 18, 1968, and recorded January 30, 1969, as Document No. 20743742 (hereinafter the "Big Ben Land"); thence Northeasterly along the Southeast line of the Big Ben Land a distance of 1342.17 feet, more or less, to the Northeast corner of the Big Ben Land; thence Northwesterly along a northeasterly line of the U.S.A. Land and along the Northeast line of the Big Ben Land to the most Northerly corner of the U.S.A. Land; thence Northeasterly along the Southeast line of the said Joint Fee right-of-way to a point on the East line of the Northwest Quarter of said Section 28; thence Northerly along the East line of the Northwest Quarter of said Section 28 to a point 1100 feet South of the Northeast corner of the Northwest Quarter of said Section 28; thence Northwesterly to a point on a line 100 feet West of and parallel with the East line of the Northwest Quarter of said Section 28; thence Northerly along said parallel line, being 100 feet West of the East line of the Northwest Quarter of said Section 28 to a point on the North line of the Northwest Quarter of said Section 28; thence Easterly along the North line of the Northwest Quarter of said Section 28 to a point on a line 50 feet West of and parallel with the East line of the Southwest Quarter of said Section 21; thence Northerly along said parallel line, being 50 feet West of the East line of the Southwest Quarter of Section 21 to a point on the South line of the Northwest Quarter of said Section 21; thence continuing Northerly along said parallel line, being 50 feet West of the East line of the Northwest Quarter of said Section 21 to a point on the South line of the Northeast Quarter of the Northwest Quarter of said Section 21; thence Easterly to the Southeast corner of the Northeast Quarter of the Northwest Quarter of said Section 21; thence Northerly along the East line of the Northwest Quarter of said Section 21 to the Northeast corner of the Northwest Quarter of said Section 21; thence Northerly along the West line of the Southeast Quarter of said Section 16 to a point on the centerline of Joliet Road; thence Northeasterly along the centerline of Joliet Road to a point on the East line of the Southeast Quarter of said Section 16; thence Northerly along the East line of the Southeast Quarter of said Section 16 to the Southwest corner of the Northwest Quarter of said Section 15; thence Northerly along the West line of the Northwest Quarter of said Section 15 to the Southwest corner of the Southwest Quarter of said Section 10; thence Northerly along the West line of the Southwest Quarter of said Section 10 to the Southwest corner of the Northwest Quarter of said Section 10; thence Northerly along the West line of the Northwest Quarter of said Section 10 to the place of beginning, all in Cook County, Illinois.

ALSO:

That part of the West Half of Section 28, Township 38 North, Range 12 East of the Third Principal Meridian described as follows: Commencing at the Northwest

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corner of the Northwest Quarter of said Section 28; thence Southerly along the East line of the Northwest Quarter 1982.43 feet; thence Westerly 781.35 feet to a point on the Northwesterly line of the Joint Fee right-of-way, 150 feet wide, conveyed to the Chicago and Illinois Western Railroad and the Commonwealth Edison Company per Document Nos. 13840023 and 13840024 for a Place of Beginning; thence continuing Westerly to a point on a line 33 feet East of and parallel with the West line of the East Half of the Northwest Quarter of said Section 28; thence Southerly along said parallel line, being 33 feet East of the West line of the East Half of the Northwest Quarter of said Section 28 to a point on the Northwesterly line of the said Joint Fee right-of-way; thence Northeasterly along the Northwesterly line of the joint Fee right-of-way to the Place of Beginning, all in Cook County, Illinois.

ALSO:

A strip of land 50 feet in width lying Northwest and adjoining the Joint Fee right-of-way, 150 feet wide, conveyed to the Chicago and Illinois Western Railroad and the Commonwealth Edison Company by deeds recorded in the recorder's office of Cook County, Illinois, on July 10, 1946, as Document Nos. 13840023 and 13840024, said strip of land being located in Sections 32, 29, and 28 all in Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, said strip being bounded on the Southwest by the South line of the Northeast Quarter of said Section 32, and on the Northeast by the North line of the Southwest Quarter of Section 28.

ALSO:

That part of Sections 28, 29 and 32, Township 38 North, Range 12, East of the Third Principal Meridian, described by beginning at the Northwest corner of the Southwest Quarter of said Section 28 and running thence North 89 degrees 41 minutes 30 seconds East along the North line hereof, 956.60 feet to the Southwesterly right of way line of the Tri-State Tollway; thence South 56 degrees 15 minutes 02 seconds East along said line, 148.81 feet to an angle point; thence North 33 degrees 43 minutes 20 seconds East, 66.0 feet to an angle point; thence South 56 degrees 16 minutes 40 seconds East along said right of way line, 140.13 feet to a line drawn parallel with and 50 feet Northwesterly from the Commonwealth Edison Company right of way; thence South 36 degrees 53 minutes 05 seconds West along said parallel line, 2080.0 feet to a point of curvature; thence Southwesterly on a tangential curve to the left having a radius of 5929.65 feet, an arc distance of 569.27 feet to the point of tangency; thence South 31 degrees 23 minutes 02 seconds West, along said line drawn parallel with and 50 feet Northwesterly from said Commonwealth Edison Company right of way, 3448.38 feet to a line drawn parallel with the South line of the Northeast Quarter of said Section 32 through a point on the West line thereof which is 142.93 feet North of the center of said Section; thence South 89 degrees 52 minutes 40 seconds West along said parallel line, 428.72 feet to the East line of Willow Springs Road; thence Northerly on a curve to the right having a radius of 460 feet, an arc distance of 27.81 feet to a point of tangency in the East line of Willow Springs Road, said point being 50.0 feet East of the West line of the Northeast Quarter of said Section 32; thence North 00 degrees 33 minutes 17 seconds West, parallel with said West line, a distance of 790.66 feet; thence South 89 degrees 26 minutes 43 seconds West, 10.0 feet to a line drawn 40 feet East of and parallel with said West line of the Northeast Quarter; thence North 00 degrees 33 minutes 17 seconds West, on said parallel line, 752.0 feet; thence North 89 degrees 26

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minutes 43 seconds East 10.0 feet to a line drawn 50 feet East of and parallel with the West line of the Northeast Quarter of said Section 32; thence North 00 degrees 33 minutes 17 seconds West, on said parallel line, 180.0 feet; thence South 89 degrees 26 minutes 43 seconds West 17.0 feet; thence North 00 degrees 33 minutes 17 seconds West, 302.28 feet; thence North 89 degrees 26 minutes 43 seconds East, at right angles to said West line, 78.45 feet; thence North 31 degrees 23 minutes 02 seconds East, 330.0 feet; thence North 18 degrees 36 minutes 58 seconds West, 276.74 feet; thence North 31 degrees 23 minutes 02 seconds East, 404.15 feet; thence North 06 degrees 14 minutes 48 seconds East, 291.91 feet; thence North 31 degrees 23 minutes 02 seconds East, 920.26 feet; thence South 58 degrees 36 minutes 58 seconds East, 86.26 feet; thence North 31 degrees 23 minutes 02 seconds East, 430.0 feet; thence North 53 degrees 39 minutes 52 seconds East, 238.26 feet; thence North 31 degrees 23 minutes 02 seconds East, 713.90 feet to a line drawn parallel with and 86 feet Southerly from the North line of the Southeast Quarter of said Section 29; thence South 89 degrees 47 minutes 34 seconds West along said parallel line, 1763.52 feet to a line drawn parallel with and 40 feet East of the West line of said Southeast Quarter; thence North 00 degrees 28 minutes 30 seconds West along said parallel line, 86 feet to said North line of the Southeast Quarter; thence North 89 degrees 47 minutes 34 seconds East along said North line, 2615.99 feet to the Place of Beginning, in Cook County, Illinois.

AREA BREAKDOWN

McCook	1707.33 Acres ±
Hodgkins	1592.4 Acres ±

Total	3299.73 Acres ±

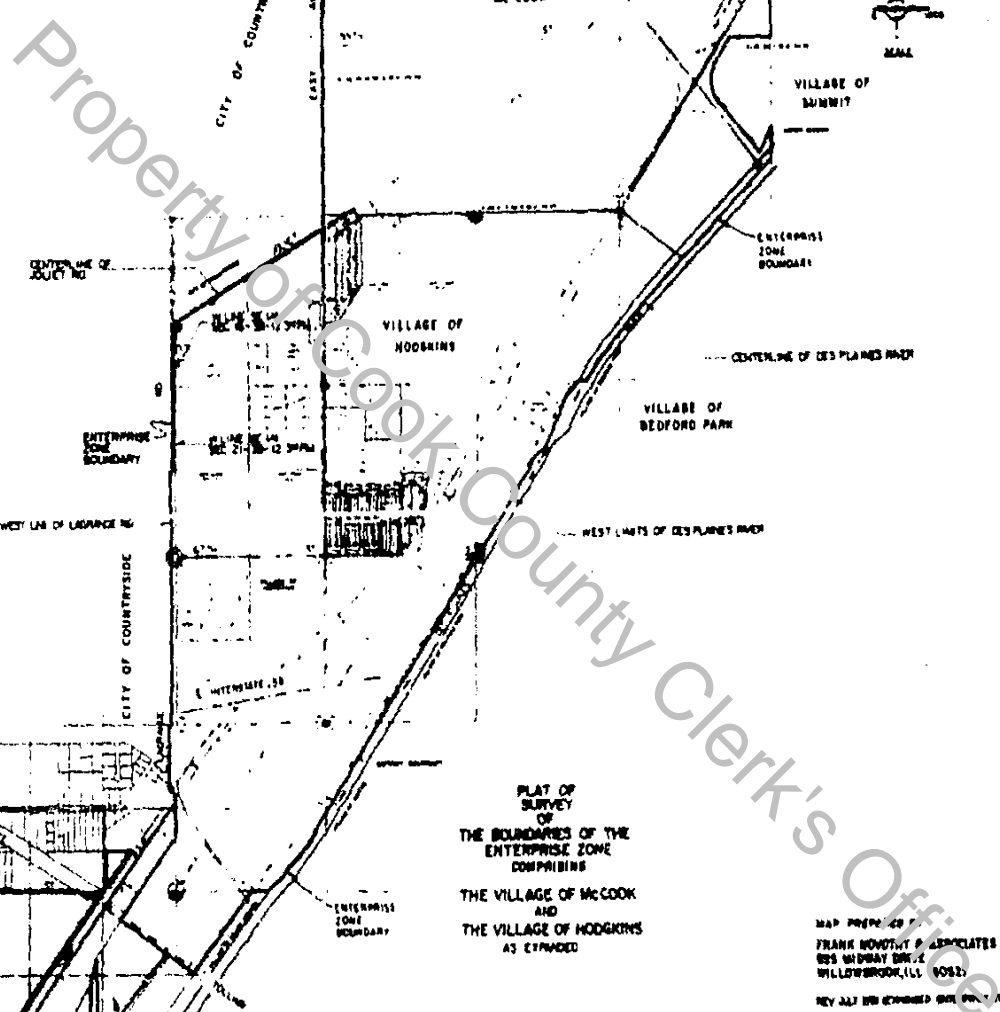
3299.73

----- = 5.15 Sq. Miles

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