

EXHIBIT D

AN INTERGOVERNMENTAL AGREEMENT

BETWEEN

The Village of Beecher, The City of Chicago Heights, The Village of Crete, The Village of Ford Heights, The Village of Glenwood, The Village of Olympia Fields, The Village of Sauk Village, The Village of South Chicago Heights, The Village of Steger, The County of Cook, and the County of Will.

WHEREAS, the aforesaid Villages and Cities are Municipalities organized and existing under the laws of the State of Illinois (the “Municipalities”) and the Counties of Cook and Will (the “Counties”) are bodies politic and corporate organized and existing under the State of Illinois Constitution and Statutes of the State; and

WHEREAS, the State of Illinois Enterprise Zone Act (20 ILCS 655/1 et seq) provides for the creation of enterprise zones to encourage private sector investments in economically distressed areas throughout the State; and

WHEREAS, The Parties have areas, within their respective legal boundaries, that are economically distressed and would benefit from private sector investments under the Enterprise Zone Act; and

WHEREAS, it is determined that it is in the best interest of the citizens of the Municipalities and Counties to establish an Enterprise Zone and encourage private sector investments within said Enterprise Zone; and

WHEREAS, the aforesaid Municipalities and Counties have joined in the collective pursuit of the creation of an Enterprise Zone, by approval of their respective governing bodies; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5ILCS, Section 220/1 et seq, authorizes counties and municipalities to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

WHEREAS, pursuant to Article 7, Section 10 of the 1970 Constitution of the State of Illinois, Counties and Municipalities are empowered to contract for the purposes set forth therein; and

WHEREAS, the Municipalities and Counties have declared and established an Enterprise Zone pursuant to the authority granted by the Illinois Enterprise Zone Act, as amended, subject to the approval by the Illinois Enterprise Zone Board and certification by the Illinois Department of Commerce and Economic Opportunity. This Enterprise Zone is named and designated as the “Lincoln and 394 Corridor Enterprise Zone”; and

WHEREAS, the term of the Enterprise Zone is 15 years, subject to the effective date of January 1 of the first calendar year after certification by the Department of Commerce and Economic Opportunity and the potential 10-year renewal enumerated in the Illinois Enterprise Zone Act; and

WHEREAS, the designated Enterprise Zone Area is outlined in the map in **EXHIBIT A** and described in the legal description presented in **EXHIBIT B**, which exhibits are attached to this Intergovernmental Agreement and incorporated herein by reference;

WHEREAS, the Zone area exceeds the minimum requirement of meeting 3 of the 10 criteria specified in the Illinois Enterprise Act (20 ILCS 655/4 (f); as demonstrated in the Enterprise Zone Qualifications Report, **EXHIBIT C** attached hereto; and

WHEREAS, the Counties and the Municipalities declared and affirmed that the Zone Area is qualified for designation as an Enterprise Zone in accordance with the provisions of the Enterprise Zone Act.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE RECITALS HEREIN ABOVE SET FORTH AND OTHER GOOD AND VALUABLE CONSIDERATIONS, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, IT IS HEREBY AGREED BETWEEN THE COUNTIES AND THE MUNICIPALITIES, AS FOLLOWS:

SECTION 1. **INCORPORATION BY REFERENCE**

The Preamble to this Agreement and all Exhibits referred to in this Agreement and its Preamble are hereby incorporated herein as if fully set forth in this Section 1.

SECTION 2. **DESIGNATION**

The Municipalities and Counties have adopted such Ordinances as are convenient and necessary to designate and implement an Enterprise Zone pursuant to the Illinois Enterprise Zone Act. This Enterprise Zone is named and known as the “Lincoln & 394 Corridor Enterprise Zone”.

SECTION 3. **INCENTIVES**

The State of Illinois, Counties and Municipalities offer incentives designed to encourage businesses in the private sector to locate and expand within Enterprise Zones, subject to terms, conditions, rules and limitations as legally provided.

STATE INCENTIVES

- **Sales Tax Exemption** – A 6.25 percent state sales tax exemption is permitted on building materials to be used in an Enterprise Zone. The Materials must be permanently affixed to the property and must be purchased from a qualified retailer.
- **Enterprise Zone Machinery and Equipment Consumables/Pollution Control Facilities Sales Tax Exemption** – A 6.25 percent state sales tax exemption of purchases of tangible personal property to be used in the manufacturing or assembly process or in the operation of a pollution control facility within an Enterprise Zone is available. Eligibility is based on a business making an investment in an Enterprise Zone of at least \$5 million in qualified property that creates a minimum of 200 fulltime-equivalent jobs, a business investing at least \$40 million in a zone and retaining at least 2,000 jobs, or a business investing at least \$40 million in a zone which causes the retention of at least 80 percent of the jobs existing on the date it is certified to receive the exemption.
- **Enterprise Zone Utility Tax Exemption** – A state utility tax exemption on gas, electricity and the Illinois Commerce Commission’s administrative charge and telecommunication excise tax is available to businesses located in Enterprise Zones. Eligible businesses must make an investment of at least \$5 million in qualified property that creates a minimum of 200 full-time equivalent jobs in Illinois, an investment of \$20 million that retains at least 1,000 full-time-equivalent jobs, or an investment of \$175 million that creates 150 full-time equivalent jobs in Illinois. The majority of the jobs created must be located in the Enterprise Zone where the investment occurs.
- **Enterprise Zone Investment Tax Credit** – A state investment tax credit of 0.5 percent is allowed a taxpayer who invests in qualified property in a Zone. Qualified property includes machinery, equipment and buildings. The credit may be carried forward for up to five years. This credit is in addition to the regular 0.5 percent Investment tax credit, which is available throughout the state, and up to 0.5 percent credit for increased employment over the previous year.
- **Contribution Deduction** - Businesses may deduct double the value of a cash or in-kind contribution to an approved project of a Designated Zone Organization from taxable income.

LOCAL INCENTIVES AND FEES

Local governments, through the assistance and coordination of the Enterprise Zone Administrator, may provide a variety of local incentives to further encourage economic growth and investment within enterprise zones. The incentives offered are determined by counties municipalities. The following Enterprise Zone incentives are hereby offered:

- a) Abatement or reimbursement of 50% of the municipal portion of property taxes on new improvements for industrial, commercial, or institutional properties during the first five years

following the completion of these improvements. This benefit will not be applicable if the project investor is also the recipient of tax relief for this property under the terms of a tax increment finance (TIF) agreement or other substantial property tax abatement provided by a unit of local government.

- b) Waiver of 50% of initial building permit fees for industrial, commercial, or institutional projects.
- c) The Enterprise Zone will provide officials of municipalities that are signatories to the Intergovernmental Agreement, which is Attachment D to this Ordinance, with certain written documentation and materials relative to additional incentives, including public or not-for-profit financing and workforce development programs, which municipal officials may make available to the project developer, and other interested individuals. There is no representation that the documents and materials provided by the Enterprise Zone include all incentives and program available to the project.

The Zone Administrator shall file a copy of the Enterprise Zone's fee schedule with the Department of Commerce and Economic Opportunity by April 1 of each year. The Zone Administrator may charge up to 0.5% of the cost of building materials of the project associated with the Enterprise Zone, provided that a maximum fee of no more than \$50,000 is permitted (20 ILCS 655/8.2 (c) as to each project.

SECTION 4. ZONE MANAGEMENT:

Upon approval of the Enterprise Zone and certification by the Department of Commerce and Economic Opportunity each party to this Agreement shall appoint a representative to serve and participate in a zone management organization that is hereby designated and to be known as the Joint Enterprise Zone Governing Council (the "Council"). The Council will by majority vote adopt rules and procedures for the management of the Enterprise Zone, including its financial matters. This Council is the governing body of the Enterprise Zone and will appoint the Zone Administrator. Decisions on appointment or removal of the Zone Administrator shall be made in the following manner:

- (a) Nominations shall be received from members of the Council for appointment of the Zone Administrator. Appointment of the Zone Administrator shall be by two-thirds vote of the Council.
- (b) The Zone Administrator may be removed by two-thirds vote of the Council.
- (c) The Zone Administrator must be an employee or officer of one of the Municipalities or one of the Counties.

SECTION 5. ZONE ADMINISTRATOR:

The Zone Administrator is responsible for the day-to-day operation of the Enterprise Zone including the following duties:

- (a) Supervise the implementation of the provisions of this Intergovernmental Agreement and the Illinois Enterprise Zone Act.
- (b) Act as a liaison between the Counties, Municipalities, the Illinois Department of Commerce Economic Opportunity, Designated Zone Organizations, and other State, Federal and local agencies, whether public or private.
- (c) Conduct an ongoing evaluation of the Enterprise Zone Programs and submit evaluative reports at least annually to the Council.
- (d) Promote the coordination of other relevant programs, including, but not limited to, housing, community and economic development, small business, financial assistance and employment training within the Enterprise Zone.
- (e) Recommend qualified Designated Zone Organizations to the Council.
- (f) Have other such duties as specified by the Council, including the appointment of authorized personnel as appropriate, to assure the smooth operation of the Enterprise Zone.

SECTION 6. DESIGNATED ZONE ORGANIZATIONS:

The Council, at its discretion, may select Designated Zone Organizations, pursuant to the qualifications enumerated in the Enterprise Zone Act 20 ILCS 655/3(d) and delegate the performance of permissible services or functions to said Designated Zone Organizations. Nothing herein shall be deemed to limit or restrict the right of the Council to delegate operational responsibilities to Designated Zone Organizations or other appropriate entities, permitted by law. Provided that no delegation including performance, services or functions, is effective until the proposed Designated Zone Organization is approved, pursuant to Application duly filed, by the Department of Commerce and Economic Opportunity.

SECTION 7. AMENDMENTS TO THIS AGREEMENT:

This Agreement shall remain in full force and effect unless amended or modified by the mutual written agreement of the parties. Except as expressly set forth above, nothing contained within this paragraph shall be construed to bar or limit the rights of either the Counties or the Municipalities to enforce the terms of this Agreement.

SECTION 8. **DURATION OF AGREEMENT:**

This Agreement shall be in full force and effect during the legal existence of the Enterprise Zone unless duly terminated, amended, extended, renewed or revised by the mutual written agreement of the respective corporate authorities of the Municipalities and the Counties.

SECTION 9. **REPRESENTATION BY THE PARTIES:**

The Parties represent, warrant, and agree, to and with each other, that each has taken all necessary corporate and legal action to authorize the execution, delivery, and performance on their part of this Agreement, and the performance hereto by each will not be in contravention of any resolutions, ordinances, laws, contracts, or agreements to which it is a party or to which it is subject. The Parties shall deliver to each other certified copies of all resolutions or ordinances authorizing the execution and performance of this Agreement.

SECTION 10. **FAILURE TO ENFORCE:**

The failure of any party hereto to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver thereof in any instance, nor shall it be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

SECTION 11. **CAUSES BEYOND CONTROL:**

No party to this Agreement shall be liable to another for failure, default or delay in performing any of its obligations hereunder, provided such failure, default or delay in performing any of its obligations specified herein is caused by strikes; by forces of nature; unavoidable accident; fire; acts of public enemy; or order of court. Should any of the foregoing occur, the parties hereto agree to proceed with diligence to do what is reasonable and necessary so that each party may perform its obligations under this Agreement.

SECTION 12. **NOTICES:**

Any notice required by this Agreement shall be in writing and shall be served by personal delivery on the municipal/county clerk or chief administrative officer of the receiving party. In lieu of personal service, required notices may be served by certified mail, return receipt requested, addressed to the municipal/county clerk or chief administrative officer of the receiving party. Notices shall be deemed served on the day of personal delivery or on the fourth day following mailing.

SECTION 13. RESERVATION OF RIGHTS:

Nothing in this Agreement is intended to confer a benefit or right of enforcement upon any third party. Further, both parties specifically reserve all rights, privileges and immunities conferred upon them by law.

SECTION 14. AGENCY:

Neither party is an agent of the other party nor shall neither incur any costs, expenses or obligations on behalf of the other.

SECTION 15. COMPLETE AGREEMENT:

This Agreement sets forth the complete understanding between the parties relating to the terms and conditions hereof and any amendment hereto to be effective must be in writing and duly authorized and signed by the duly authorized representative of the parties.

SECTION 16. SEVERABILITY:

If any provision of this Agreement shall be declared invalid for any reason, such invalidation shall not affect other provisions of this Agreement which can be given effect without the invalid provisions and to this end the provisions of this Agreement are to be severable.

SECTION 17. CONSTRUCTION:

This Agreement shall be construed in accordance with the laws of the State of Illinois.

SECTION 18. EFFECTIVE DATE:

This Agreement shall be in full force and effect as of the date set forth below.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names by their respective officers hereunto duly authorized and their respective corporate seals to be hereunto affixed and attested by their respective officers having custody thereof the day and year first above written.

Dated this _____ day of November, 2014

**Village of Beecher
Will County, Illinois, an Illinois
Municipal Corporation**

**By: _____
Village President**

ATTEST:

Village Clerk

Date

**City of Chicago Heights
Cook County, Illinois, an Illinois
Municipal Corporation**

**By: _____
Mayor**

ATTEST:

City Clerk

Date

**Village of Crete
Will County, Illinois, an Illinois
Municipal Corporation**

**By: _____
Village President**

ATTEST:

Village Clerk

Date

**Village of Ford Heights
Cook County, Illinois, an Illinois
Municipal Corporation**

**By: _____
Mayor**

ATTEST:

City Clerk

Date

**Village of Glenwood
Cook County, Illinois, an Illinois
Municipal Corporation**

**By: _____
Village President**

ATTEST:

Village Clerk

Date

**Village of Village of Olympia Fields
Cook County, Illinois, an Illinois
Municipal Corporation**

**By: _____
Village President**

ATTEST:

Village Clerk

Date

**Village of Sauk Village
Cook/Will County, Illinois, an Illinois
Municipal Corporation**

**By: _____
President**

ATTEST:

Village Clerk

**Village of South Chicago Heights
Cook County, Illinois, an Illinois
Municipal Corporation**

By: _____
President

**Village of Steger
Cook/Will County Illinois, an Illinois
Municipal Corporation**

By: _____
President

**County of Cook
A Body Politic and Corporate
Of the State of Illinois**

By: _____
President

Approved as to form: _____
Assistant State's Attorney

**County of Will
An Illinois Body Politic**

By: _____
County Executive

Date

ATTEST:

Village Clerk

Date

ATTEST:

Village Clerk

Date

ATTEST:

County Clerk

Date

ATTEST:

County Clerk

Date