

ORDINANCE No. 2021-21

AN ORDINANCE AUTHORIZING THE VILLAGE OF STICKNEY TO ENTER INTO A CERTAIN AGREEMENT WITH 3800 SOUTH CICERO, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY TO PROVIDE ECONOMIC INCENTIVES FOR THE REDEVELOPMENT OF CERTAIN REAL PROPERTY LOCATED WITHIN THE VILLAGE OF STICKNEY, COUNTY OF COOK, STATE OF ILLINOIS.

WHEREAS, the Village of Stickney (the “Village”) is a home rule unit of local government as is provided by Article VII, Section 6(a) of the Constitution of the State of Illinois, adopted in 1970 and, as such, may exercise various powers and perform numerous functions pertaining to its government and affairs in any manner not otherwise prohibited by law; and

WHEREAS, the Village is authorized under provisions of the Illinois Constitution of 1970 to contract and otherwise associate with individuals, associations and corporations in any manner not prohibited by law and to use public funds for public purposes, and is further authorized by state law to enter into sales tax sharing agreements whereby the Village will share certain sales tax proceeds with a retailer to incentivize the retailer to expand its operations within the Village; and

WHEREAS, 3800 South Cicero, LLC, an Illinois limited liability company (“Developer”) proposes to redevelop a vacant portion of land (the “Property”), which is legally described in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, Developer specifically intends to develop the vacant parcel of land with a new truck stop which will include a gas station, a car wash, and two (2) restaurants (collectively, the “Gas N’ Wash”) on the Property, where the Property is also in need of certain environmental and/or other site remediation to make the Property buildable (hereinafter collectively referred to as the “Project”); and

WHEREAS, the Village has determined that the development of retail and service operations such as those proposed by the Developer is a highly competitive endeavor, and that the Property will be remediated to become buildable as a result of this Project, and that as such, the successful completion of the Project at the Property at this time necessitates the use of a variety of incentives and approvals, as described herein and as permitted by state law; and

WHEREAS, the incentive and approvals include a financial subsidy based off of taxes received by the Village from businesses operating on the Property (collectively, the “Incentives”); and

WHEREAS, Developer cannot successfully undertake the Project or any substantially and functionally equivalent development of the Property without the ability to obtain the Incentives to remediate and develop the Property pursuant to law and the Village’s home rule powers; and

WHEREAS, after due and careful consideration, the Village has determined that it is in the best interests of the Village to enter into an agreement to provide the Incentives to Developer for the Project (the “Agreement”), a copy of which is attached hereto and incorporated herein as Exhibit B, pursuant to its authority as a home rule unit of local government and pursuant to the terms and conditions set forth therein; and

WHEREAS, the President of the Village (the “President”) and the Village Board (collectively, the “Corporate Authorities”) recognize that but for the economic assistance through the Incentives to be provided by the Village, the redevelopment of the Property

would not be economically viable for a variety of reasons including but not limited to the remediation needed on the Property; and

WHEREAS, the Corporate Authorities have determined that the redevelopment of the Property is in the best interests of the Village as it will, among other things, aid the Village in: (a) creating and retaining job opportunities; (b) furthering the development of adjacent areas; (c) strengthening the commercial sector of the Village; and (d) enhancing the tax base of the Village; and

WHEREAS, the Corporate Authorities find that it is necessary for the economic vitality of the Village that the Village execute, enter into and approve an agreement with terms substantially the same as the terms of the Agreement; and

WHEREAS, the President is authorized to enter into and the Village's legal counsel is authorized to revise agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Village's legal counsel;

NOW, THEREFORE, BE IT ORDAINED by the President and Village Board of the Village of Stickney, Cook County, Illinois, by and through its home rule powers, as follows:

Section 1. The statements set forth in the preamble to this Ordinance are found to be true and correct and are incorporated into this Ordinance as if set forth in full.

Section 2. The Village Board hereby finds and determines that it is necessary and advisable and otherwise in the best interests of the Village to execute, enter into and approve an agreement with terms substantially the same as the terms of the Agreement.

Section 3. The Agreement is hereby approved with such insertions, omissions and changes as shall be approved by the President and the Village's legal counsel.

Section 4. The Village's legal counsel and the Village's officers, agents and consultants are hereby authorized to negotiate and undertake any and all actions on the part of the Village to effectuate the intent of this Ordinance.

Section 5. The President is hereby authorized and directed to execute the applicable Agreement, with such insertions, omissions and changes as shall be approved by the President and the Village's legal counsel, and the Village Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Ordinance. The Village Clerk is hereby authorized and directed to affix the Village seal to any such documents and to attest to and countersign any such documents, as required.

Section 6. All prior actions of the Village's officials, employees and agents with respect to the subject matter of this Ordinance are hereby expressly ratified.

Section 7. The provisions of this Ordinance are hereby declared to be severable, and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

Section 8. All ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 9. This Ordinance shall be immediately in full force and effect after passage, approval and publication. A full, true and complete copy of this Ordinance shall be published in pamphlet form as provided by the Illinois Municipal Code, as amended.

PASSED this 19th day of October, 2021.

AYES: Trustee White, Savopoulos, Torres, Kapolnek and Hrejsa

NAYS: None

ABSENT: Trustee Milenkovic

ABSTENTION: None

APPROVED by me this 19th day of October, 2021.

Jeff Walik, President

ATTESTED AND FILED in my
office this 19th day of October, 2021.

Audrey McAdams, Village Clerk

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

3800 S. Cicero Avenue
Legal Description

THAT PART OF THE EAST 383 FEET OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES SOUTH OF A LINE DRAWN AT RIGHT ANGLES TO THE EAST LINE OF AFORESAID SOUTHEAST 1/4 THROUGH A POINT IN SAID EAST LINE WHICH IS 552.11 FEET NORTH OF THE SOUTHEAST CORNER THEREOF OF AFORESAID SOUTHEAST 1/4.

EXCEPT THE EAST 50 FEET THEREOF TAKEN FOR CICERO AVENUE AND THE SOUTH 34 FEET THEREOF TAKEN FOR PERSHING ROAD, AND ALSO EXCEPTING THAT PART DESCRIBED AS FOLLOWS COMMENCING AT THE INTERSECTION OF THE WEST LINE OF AFORESAID CICERO AVENUE AND THE NORTH LINE OF AFORESAID PERSHING ROAD, THENCE NORTH IN THE WEST LINE OF AFORESAID CICERO AVENUE, A DISTANCE OF 50 FEET TO A POINT, THENCE SOUTHWEST IN A LINE TO A POINT IN THE NORTH LINE OF AFORESAID PERSHING ROAD THAT IS 50 FEET WEST OF THE POINT OF BEGINNING, THENCE EAST IN THE NORTH LINE OF AFORESAID PERSHING ROAD THAT IS 50 FEET WEST OF THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO

EXCEPTING THAT PART TAKEN BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS IN CASE 87L50570 DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SECTION 33 TOWNSHIP 39 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES, 49 MINUTES 53 SECONDS WEST ON SOUTH LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 50.00 FEET TO THE SOUTHERLY PROLONGATION OF THE WEST LINE OF CICERO AVENUE; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ON LAST DESCRIBED LINE 84.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 44 DEGREES 54 MINUTES 57 SECONDS WEST ON A LINE WHICH INTERSECTS THE NORTH LINE OF THE SOUTH 34.00 FEET OF SAID SOUTHEAST 1/4 AT A POINT DISTANT 50.00 FEET WEST OF THE WEST LINE OF SAID CICERO AVENUE, A DISTANCE OF 39.66 FEET TO A LINE 28.00 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SAID CICERO AVENUE, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ON THE LAST DESCRIBED LINE 101.08 FEET; THENCE NORTH 06 DEGREES 08 MINUTES 48 SECONDS EAST 261.50 FEET TO A POINT ON THE WEST LINE OF CICERO AVENUE SAID POINT BEING 417.0 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHEAST 1/4; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ON THE WEST LINE OF SAID CICERO AVENUE 333.00 FEET TO THE POINT OF BEGINNING.

PIN: 16-33-400-038-0000
Address: 3800 S. Cicero Avenue, Stickney, IL

EXHIBIT B
AGREEMENT