



# COUNTY OF KENDALL, ILLINOIS ECONOMIC DEVELOPMENT COMMITTEE

**KENDALL COUNTY OFFICE BUILDING  
111 W. Fox Street; County Board Room; Yorkville  
Friday, November 19, 2021 at 8:00a.m.  
MEETING AGENDA**

- 1. Call to Order**
- 2. Roll Call – Dan Koukol (Chair), Amy Cesich, Scott Gryder, Matt Kellogg, Robyn Vickers**
- 3. Approval of Agenda**
- 4. Approval of October 1, 2021 Meeting Minutes**
- 5. Committee Business**
  - *Discussion of Future Land Uses Along Route 47 in Kendall and Lisbon Townships*
  - *Discussion of American Rescue Plan Act Small Business Grant Program*
  - *Discussion of Pre-Application for Bite & Sauce*
- 6. Updates and Reports**
- 7. Chair's Report**
- 8. Public Comment**
- 9. Executive Session**
- 10. Adjournment**

*If special accommodations or arrangements are needed to attend this County meeting, please contact the Administration Office at (630) 553-4171, a minimum of 24-hours prior to the meeting time*

**COUNTY OF KENDALL, ILLINOIS**  
**ECONOMIC DEVELOPMENT COMMITTEE**  
**Meeting Minutes for Friday, October 29, 2021**

**Call to Order**

The meeting was called to order by Committee Chair Dan Koukol at 8:10 a.m.

**Roll Call**

<b>Attendee</b>	<b>Status</b>	<b>Arrived</b>	<b>Left Meeting</b>
Amy Cesich	Absent		
Scott Gryder	Here		
Matt Kellogg		8:11 a.m.	
Dan Koukol	Here		
Robyn Vickers	Here		

**Others Present:** County Administrator Scott Koepfel, Senior Planner, Matt Asselmeier

**Approval of Agenda** – Member Gryder made a motion to approve the agenda, second by Member Vickers. **With three members present voting aye, the motion carried by a vote of 3-0.**

**Approval of October 1, 2021 Meeting Minutes** – Member Vickers made a motion to approve the October 1, 2021 meeting minutes, second by Member Gryder. **With three members present voting aye, the motion carried by a vote of 3-0.**

**Committee Business**

- *Update to the Land Resource Management Plan in the Eldamain Road Corridor South of the Fox River* – Mr. Asselmeier updated the committee on proposed changes along Route 47 (Eldamain Road Corridor) in Kendall and Lisbon Townships, and the effect the changes would have on the south section of the county. Mr. Asselmeier briefed the committee on the Comprehensive Land Plan Ordinance committee’s proposal to change future land uses map along Eldamain Road, previously Highpoint Road, in the unincorporated area south of the RR tracks, and the area south of Route 71 in the undeveloped Highpoint Meadows sub-division. Mr. Asselmeier said that the majority of citizen comments were not in favor of the proposal, or raising their taxes to support the proposal.

Mr., Asselmeier reported that the Comprehensive Land Plan Ordinance committee felt this would be a good location for future office space and light industrial uses. If a proposal passes it would reclassify these areas from residential to mixed use business. Mr. Asselmeier stated there is already mixed use business in that area and if the proposal passes it would impact 49 properties and 22 property owners. The committee is asking for input on whether they should proceed with the proposal. Property owners were invited to the Comprehensive Land Plan Ordinance committee’s meeting on October 27, 2021 and to the Planning, Building, and Zoning meeting on November 8, 2021. Mr. Asselmeier will report back to the committee with the utilities of Grundy County and the City of Morris.

- *Discussion of American Rescue Plan Act Small Business Grant Program* – Scott Koepfel provided a review of the Small Business Grant Program Application portal. Mr. Koepfel stated that the plan is to seek County Board approval at the January 4, 2022 County Board meeting, and to launch the site on January 5, 2022.

Member Kellogg made a motion to forward the item to the January 4, 2022 County Board meeting, second by Member Vickers. **With four members voting aye, the motion carried by a vote of 4-0.**

- *Discussion of Revolving Loan Fund Pre-Application from Bite & Sauce* – Mr. Koepfel reviewed and discussed the application he received from Bite and Sauce. The applicants wish to open a Venezuelan restaurant in Boulder Hill. Mr. Koepfel was concerned with the amount of the collateral listed on the application. The committee considered a smaller loan. The applicants will be invited to the next meeting. Mr. Koepfel will reach out to them to get more details on their expense report and if they have additional collateral.

**Updates and Reports** – None

**Chairs Report** – Chair Koukol updated the Committee on recent meetings of the Workforce Investment Board.

**Public Comment** – None

**Executive Session** – Not needed

**Adjournment** - Member Gryder made a motion to adjourn, second by Chair Vickers.

There being no objection, the Economic Development Committee meeting was adjourned at 9:33 a.m. **With four members present voting aye, the motion carried by a vote of 4-0.**

Respectfully submitted,

Valarie McClain Administrative Assistant and  
Recording Secretary



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**DEPARTMENT OF PLANNING, BUILDING & ZONING**

111 West Fox Street • Room 203

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

**MEMORANDUM**

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**To:** Kendall County Economic Development Committee

**From:** Matthew H. Asselmeier, AICP, CFM Senior Planner

**Date:** 11/15/2021

**Subject:** Potential Future Land Use Map Changes Along Route 47 in Kendall and Lisbon Townships

At the October 2021 Kendall County Economic Development Committee meeting, the Committee requested Staff to contact the City of Morris regarding their plans to extend municipal services into Kendall County.

Attached is an email from the City of Morris' engineers noting the locations of municipal water and sewer services. As noted in the email, sanitary sewers have been extended to Airport Road while water service has been extended to Minooka Road.

The City of Morris' Future Land Use Map, the current Future Land Use Map for Lisbon Township, and the final proposed Future Land Use Map for Lisbon Township from 2018 are also attached.

If you have any questions regarding this memo, please let me know.

Thanks,

MHA

Encs.: November 15 Email from Ryan Hansen  
City of Morris Future Land Use Map  
Lisbon Township Future Land Use Map  
Proposed Lisbon Township Future Land Use Map from 2018



## Matt Asselmeier

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**From:** Ryan Hansen <ryanhansen@chamlin.com>  
**Sent:** Monday, November 15, 2021 9:10 AM  
**To:** Matt Asselmeier  
**Cc:** Chris Brown  
**Subject:** [External]RE: Morris Questions

Matt, the water main currently extends to Minooka Road as shown on the below image. The sanitary sewer line has been recently extended to Airport Road to service the Proctor and Gamble facility. The City's master plan for sewer and water has utilities being extended up to the Kendall/Grundy County Line. It has been discussed that if the right user were to want to locate in Kendall County and it made financial sense to extend services then the City would not be averse to doing so.

I have copied Mayor Brown on this email also to keep him in the loop.

Please let me know if you need anything.

Thanks

Ryan

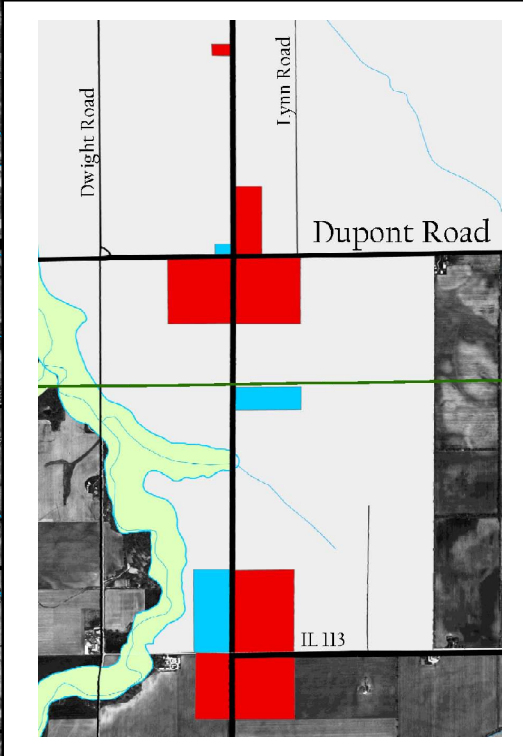
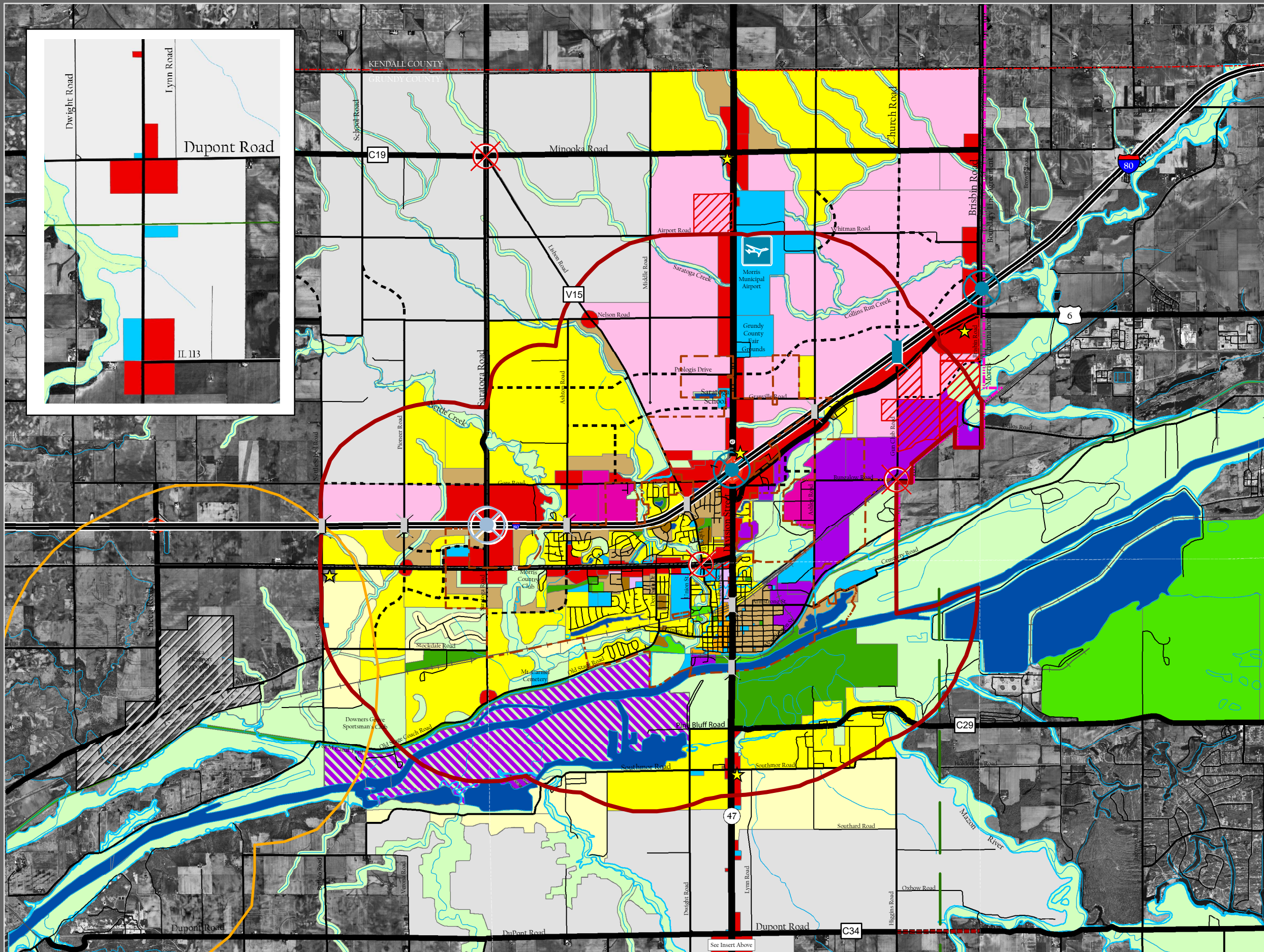


**From:** Matt Asselmeier <masselmeier@co.kendall.il.us>  
**Sent:** Wednesday, November 10, 2021 11:52 AM



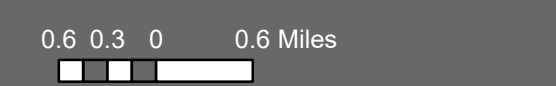
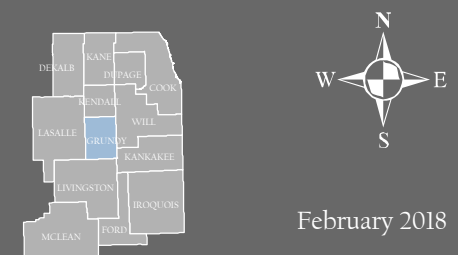
# City of Morris

## Future Land Use Map



**Legend**

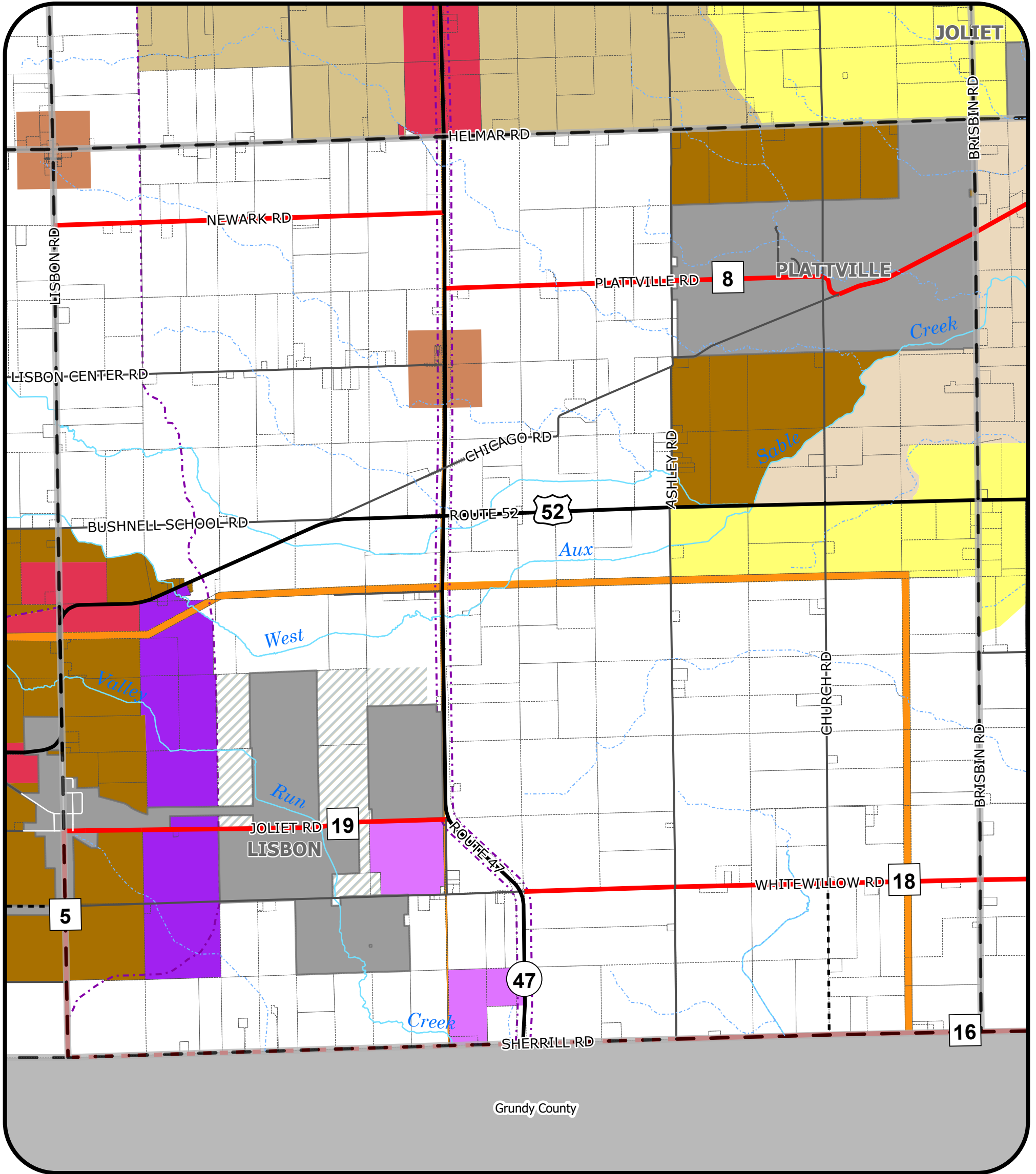
- New Interchange
- Existing Interchange
- Intersection Improvement
- Proposed Bridge Overpass
- Existing Bridge
- Gateway
- County Line
- ComEd Line
- Seneca Planning Area
- Channahon Boundary Agreement
- 1.5 Mile Planning Area
- Interstate
- Major Arterial
- Minor Arterial
- Collector
- Local Street
- Interchange
- New Arterial
- New Collector
- Railroad
- Open Space (Private)
- Existing Floodplain
- Open Space (Public)
- Agricultural
- Estate Residential
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Institutional
- Commercial
- Downtown
- Business Park
- Business Transition
- Industrial
- Industrial/Private Open Space
- Limited Industrial
- Morris (Incorporated Area)
- Pre-Annexation Areas
- Seneca I-80 Railport (proposed)



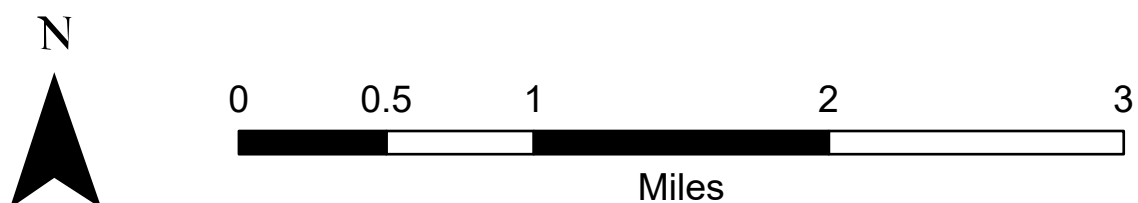
Base map data source: Illinois Department of Natural Resources Floodplain data source: Illinois State Water Survey



# Future Land Use Plan in Kendall County, IL



- |                          |                         |                         |                     |
|--------------------------|-------------------------|-------------------------|---------------------|
| <b>LAND USE TYPE</b>     | <b>RURAL ESTATE</b>     | <b>MIXED USE</b>        | <b>PROPOSED</b>     |
| <b>URBAN AREAS -</b>     | <b>RESEIDENTIAL MAX</b> | <b>BUSINESS</b>         | <b>ROADWAY</b>      |
| <b>INCORPORATED</b>      | <b>DENSITY 0.45 DU</b>  | <b>COMMONWEALTH</b>     | <b>IMPROVEMENTS</b> |
| <b>SUBURBAN</b>          | <b>ACRE</b>             | <b>EDISON</b>           | <b>HAMLETS</b>      |
| <b>RESIDENTIAL - MAX</b> | <b>COUNTRYSIDE</b>      | <b>MINING</b>           | <b>TOWNSHIPS</b>    |
| <b>DENSITY 1.00 DU</b>   | <b>RESIDENTIAL MAX</b>  | <b>POTENTIAL MINING</b> |                     |
| <b>ACRES</b>             | <b>DENSITY 0.33 DU</b>  | <b>DISTRICT</b>         |                     |
| <b>RURAL RESIDENTIAL</b> | <b>ACRE</b>             | <b>AGRICULTURE</b>      |                     |
| <b>MAX DENSITY 0.65</b>  | <b>COMMERCIAL</b>       |                         |                     |
| <b>DU ACRES</b>          |                         |                         |                     |



**Kendall County GIS**

111 West Fox Street - Room 308

Yorkville, Illinois 60560

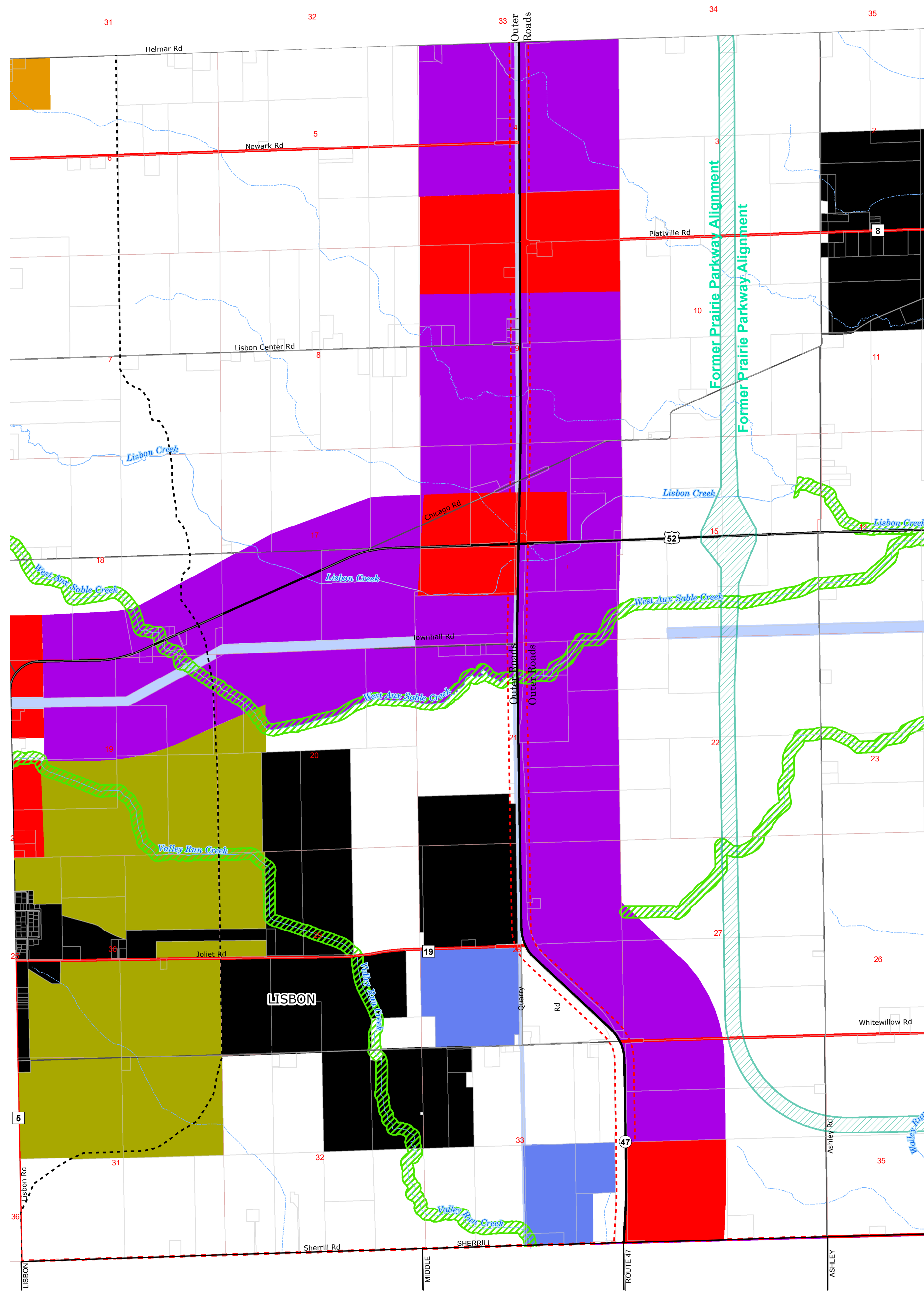
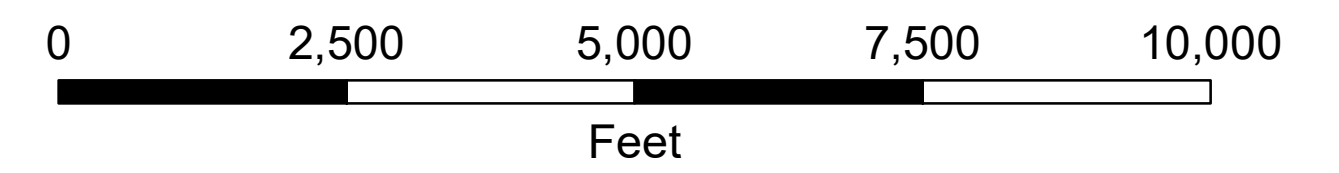
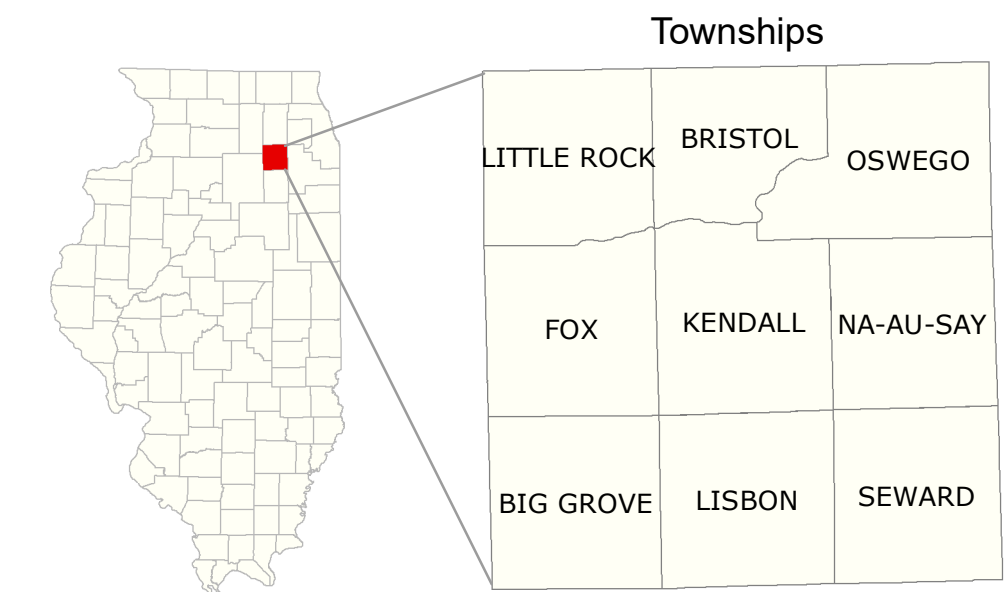
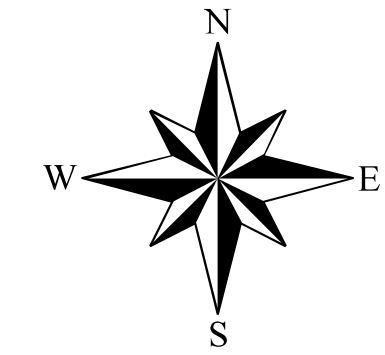
630.553.4212

Created: 10/20/2021

# Lisbon Future LRMP Helmar Rd to Sherrill Rd KENDALL COUNTY

- 2019 -

<http://www.co.kendall.il.us>



- Legend**
- Outer Roads
  - Proposed Roadways
- Future LRMP**
- Abbreviation**
- Urbanized Areas
  - Mixed Use Business
  - Public Institutional
  - Mining
  - Rural Settlements
  - Commercial
  - Continued Growth Suburban Residential



**Kendall County GIS**  
111 West Fox Street - Room 308  
Yorkville, Illinois 60560-1498  
630.553.4030



# Kendall County Health Department



## MOBILE FOOD VENDING UNIT REQUIREMENTS



### Environmental Health Unit

811 West John Street  
Yorkville, IL 60560  
630.553.9100 ext. 8026  
Fax 630.553.9603

[www.kendallhealth.org](http://www.kendallhealth.org)

# Frequently Asked Questions

## What qualifies as a mobile food vending unit (MFVU)?

- All food “establishments” that are readily moveable; i.e. ice cream trucks, mobile food vending trucks, hot dog pushcarts, tow-behind food vending trailers, etc.

## Must all MFVUs possess a permit from the Kendall County Health Department?

- Yes, all MFVUs used to serve food to the public within Kendall County must bear a Mobile Food Vendor Permit, or possess a Temporary Food Event Permit.

## What regulations apply to mobile food vendors?

- Kendall County Health Department (KCHD) Food Establishment Sanitation Ordinance (including the *Illinois Department of Public Health Food Service Sanitation Code* by reference)
- Kendall County Mobile Food Vending Unit Requirements
- All applicable ordinances of the local jurisdiction, or municipality, in which the MFVU plans to operate, which may govern where and the time period that a MFVU can operate (i.e., zoning requirements, business license, etc.). Note: These requirements are in addition to the Mobile Food Vending Permit requirements of the KCHD.

## What types of permits are available for MFVUs?

There are two separate permits available depending on the nature of your business. A Mobile Food Vending Unit to be used to prepare and/or serve food at a limited number of temporary or special events each year may wish to obtain Temporary Food Event (TFE) permit(s). The TFE permit is valid for a single event lasting up to fourteen (14) days.

Conversely, a Mobile Food Vending Unit operating year-round requires a MFVU permit. The MFVU permit is valid for a period of one year, April 1<sup>st</sup> through March 31<sup>st</sup>, the corresponding fee and level of health department inspection based on the type of food and methods of food preparation involved (also referred to as the “Risk Type”). MFVU fees may be found in the Kendall County Health Department Food Protection Program Fee Schedule, posted on the KCHD website. A listing of the three Risk Types, with examples, follows:

### Risk Type I

- Menu is restricted to commercially prepared and prepackaged frozen potentially hazardous foods. No food preparation involved. No sinks are required.
  - Example menu items include: ice cream, frozen treats, frozen meats.

### Risk Type II

- Menu is restricted to the limited preparation of non-potentially hazardous foods. An NSF approved integral handsink is required on the MFVU. A three compartment sink is also required, unless an adequate number of extra utensils are provided.
  - Example menu items include: Italian ice, beverages, popcorn, kettle korn, roasted corn, shaved ice, snow cones.



### □ Risk Type III

- Menu is restricted to the limited preparation of potentially hazardous food products. No cooling and/or reheating of food products is allowed. An NSF approved integral handsink is required on the cart, as well as approved mechanical refrigeration and a three compartment sink.

- Example menu items include: hot dogs

OR

- Menu may consist of hot food items that are prepared, individually packaged and labeled\* in a health department approved commissary, and are hot held (or cold held) on the MFVU. No food handling is allowed except for the adding of commercially-prepared or departmental-approved condiments. No cooling and/or reheating of cooked food products is allowed. As all of the food products are pre-packaged, no hand washing sinks or three-compartment sinks are required.

- Example menu items include: sandwiches, hamburgers, burritos, tacos, salads, jello, meatless pizza slices.

- \* Every food pre-packaged in advance of retail sale must bear the following information in English on its label:

- 1) The common and/or usual name of the product;
- 2) The name, address and zip code of the manufacturer, processor, packer, preparer or distributor;
- 3) The net contents of the package;
- 4) A list of ingredients in the order of their predominance by weight with ingredients shown by their common or usual name; and
- 5) A list of any artificial color, artificial flavor or preservative used.

### **How does one obtain a Food Handling Permit to operate a MFVU in Kendall County?**

Obtaining an MFVU food handling permit is a two-step process; the Application process and the Inspection process.

*Before applying, it is highly recommended that all prospective MFVU owners submit equipment specification sheets to the health department for review by a Sanitarian prior to purchasing the equipment to ensure that it will meet code requirements. If a MFVU does not meet the requirements, a permit will not be granted. The equipment review process assures that all MFVUs are constructed in compliance with all applicable requirements. This equipment review can minimize, through proper design of a MFVU, the potential for operational violations that are commonly cited during routine health inspections.*

### **Application**

The following information must be provided to KCHD as part of the application process:

- A MFVU Food Handling Permit Application with the associated annual fee. Different fees are assessed according to the level of food service. (See previous question for the levels of food service and consult the KCHD Food Protection Program Fee Schedule.)
- A description of the MFVU (equipment specification sheets, photographs of equipment).
- A proposed menu.



- Proof of the use of a health department approved commissary. “Commissary” means a catering establishment, restaurant, or any other place in which food, containers, or supplies are kept, handled, prepared, packaged or stored, and where equipment is washed, sanitized, and properly maintained.
  - a commissary agreement form and
  - an inspection report dated within the past 6 months

## Inspection

- Once the application documents are reviewed, you will be contacted by KCHD to schedule an inspection of the MFVU.
- The MFVU must pass inspection before the operating permit will be issued. This includes the review of equipment and surfaces of the MFVU for compliance with ordinance and food code requirements.

## Why is the use of a commissary required?

Commissaries are necessary as most MFVUs are not equipped to be completely self sustaining. Commissaries serve many important functions, including but not limited to:

### 1. Cleaning and sanitizing of ware

Typically, the three-compartment sink on an MFVU is sized to clean and sanitize only utensils and small wares soiled during operation. A [properly] equipped commissary will provide for the use of a three-compartment sink sized to accommodate the larger ware unable to be washed and sanitized on the MFVU.

### 2. Wastewater disposal

Wastewater, often containing fats, oils, and grease, must be disposed of in a sanitary manner [i.e. in a private or public (with approval) sanitary sewer system]. An approved commissary will have plumbing designed to meet these needs.

### 3. Food storage

Food must be stored in a KCHD approved facility, protected from pest infestation, contamination, temperature abuse, etc. *KCHD does not allow food to be stored in private homes.*

### 4. Potable water source

Only fixed food establishments possessing a current and valid health department permit are approved to serve as a source of fresh, potable water. MFVUs may choose to utilize commercially bottled water for their food preparation needs.

## How does one prepare for an MFVU permitting inspection?

1. Verify that construction meets requirements.
2. Verify that the plumbing system works.
3. Verify that essential food equipment works and is in compliance.
  - a. Refrigeration must be on and show an ambient air temperature of 39°F or less to maintain cold foods at 41°F or less.
  - b. Hot holding equipment must be preheated, demonstrating the ability to maintain hot foods at a temperature of 140°F or more.

*The health department will not be able to effectively inspect, and therefore permit, your MFVU without first having the above listed preparations in place.*

## **Where do MFVU permitting inspections take place?**

MFVU permitting inspections are conducted at the Kendall County Health Department.

## **Common Requirements for All Mobile Food Vending Units**

### **General**

- All surfaces in direct contact with open, exposed foods shall meet the minimum requirements of the Food Service Design and Construction Manual (i.e. they must be non-absorbent, smooth, and easily cleanable).
- The construction/workmanship of the MFVU must meet commercial food service equipment standards as set forth by nationally recognized accrediting agencies such as, but not limited to, the National Sanitation Foundation International (NSF), Underwriter's Laboratory (UL) Sanitation, and the American Institute of Baking (AIB).

### **Plumbing System**

- All plumbing fixtures must be permanently affixed to the MFVU. Be able to indicate the location of all plumbing fixtures on the MFVU (i.e. potable water and wastewater storage tanks, inlets, outlets, sinks, water heater, water pump, backflow devices, compartments intended to store ice).
- Be able to indicate the total liquid volume of the potable water and wastewater storage tanks:
  - **Total liquid volume of square tanks = depth (height) x length x width**
  - **Total liquid volume of round tanks = diameter x depth (height)**
    - **Tip: 1 gallon = 231 cubic inches**

The above information can then be used to ensure that the wastewater tank is capable of holding at least 50% more than the number of gallons in the potable water tank plus the number of gallons in the water heater.

- **Capacity of fresh water tank + capacity of water heater x 1.5 = required capacity of wastewater tank.**
- The wastewater tanks must be clearly and permanently labeled "WASTEWATER."
- Handwashing sinks must provide a pressurized supply of both hot and cold water. No gravity-fed plumbing systems are allowed. Sinks must be at the same height as the food preparation surface. Sinks must have a p-trap installed on their wastewater lines.
- Handwashing sinks shall be easily accessible to food handlers, and must be a minimum size of 9" long by 9" wide by 5" deep, with splashguards. Handsinks located closer than 18" to open food or food preparation areas must be fitted with 8" high splashguards.
- Three-compartment sinks must be sized to allow complete submersion of the largest utensil or ware that is to be cleaned and sanitized.
- All piping must be easily accessible for inspection and repair. Access panels covering piping must be easily removable with a screwdriver or other simple tool.

## **Food Equipment**

- The floor of a compartment intended to store or hold ice shall be fitted with a drain and shall be adequately sloped to facilitate proper drainage.
- Ample shelving or storage compartments shall be provided to accommodate the proper storage of food and food supplies.

*Full service MFVUs (i.e. units with equipment comparable to a full service kitchen) shall submit a completed Food Service Establishment Plan Review Application. Contact the health department for further information.*

### **Outer Openings-Service Doors and Windows**

- Doors and windows must be properly fitted to protect against the entrance of pests. Doors must be self closing and require door sweeps; windows must be screened with material that is 16-mesh to the inch or finer.
- The driver's area, if present, must be physically separated from the food storage and/or preparation areas.

### **Non Food Contact Surfaces-Counters, Walls, Floors and Ceiling**

- Counters must be made of SAFE, DURABLE and CORROSION-RESISTANT materials. Counter surfaces must be smooth, non-absorbent, and easily cleanable, and sealed to adjoining walls.
- The interior walls, floors and ceiling must meet requirements of the Food Code as set forth in the Food Service Establishment Construction Guide.

### **Business Name**

- The name of the food business must appear on two (2) sides of the MFVU. Lettering must be a minimum of four (4) inches in height.

### **Trash**

- Covered trash containers must be provided.

### **Lighting**

- Light bulbs must be properly shielded.



**MOBILE FOOD VENDOR INSPECTION REPORT**

DATE: \_\_\_\_\_

BUSINESS NAME: \_\_\_\_\_ PLACE OF INSPECTION:  KCHD  FIELD: \_\_\_\_\_

VEHICLE LICENSE PLATE#: \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_ UNIT#: \_\_\_\_\_ VIN#: \_\_\_\_\_

PERMIT #: M INSPECTION TYPE:  ROUTINE  REINSPECTION  COMPLAINT

The items marked below identify violations of the Kendall County Food Service Sanitation Ordinance. The violation(s) must be corrected as indicated in the corrective action column. Failure to comply will result in the assessment of a non-compliance fee or the suspension of your permit. \*Indicates a critical violation requiring immediate correction.

ITEM	X	WT	VIOLATION DESCRIPTION	CORRECTIVE ACTION
			Kendall County Health Department permit not posted.	
*1		5	Foods are not obtained from an approved source. A current commissary inspection report for all food obtained outside Kendall County is not provided.	
2		1	Pre-packaged foods are not properly labeled. (Contents, source, manufacturer's name and address) Four (4) inch tall lettering with business name not provided.	
*3		5	Potentially hazardous cold foods are not maintained at 41°F or less. Potentially hazardous hot foods are not maintained at 140°F or more.	
*4		5	Equipment is not capable of maintaining required holding temperatures. Mechanical cold potentially hazardous food storage is not provided.	
5		1	Accurate thermometers are not provided in a visible location.	
*7		5	Foods are not individually packaged or otherwise protected from contamination.	
8		3	Food products stored in direct contact with ice. Condiments that are individually packaged or in approved dispensers not provided.	
*12		5	Hands are not washed & clean, or poor hygienic practices present.	
14		3	Food service areas of vehicle are not maintained in good repair.	
15		1	Non-food service areas of vehicle are not maintained in good repair.	
17		1	Proper sanitizer test strips are not available for use.	
*20		5	Sanitizer not available in proper concentration. (only applicable if food is not commercially prepackaged)	
22		3	Food service areas of vehicle are soiled.	
23		1	Non-food service areas of vehicle are soiled.	
25		1	Disposable single service items are not protected from contamination.	
33		3	Waste containers are not provided.	

TEMPERATURES: \_\_\_\_\_

ADDITIONAL REMARKS: \_\_\_\_\_

SANITATION SCORE: \_\_\_\_\_ (56 MINUS DEMERITS)

INSPECTED BY: \_\_\_\_\_ RECEIVED BY: X \_\_\_\_\_

**SIGNATURE ACKNOWLEDGES ONLY RECEIPT OF INSPECTION REPORT**

05/07

## **Kendall County Application for Tax Abatement**



**This application is an official part of the Tax Abatement process. Incomplete or inaccurate information may be cause for rejection of the application. It also is a representation that the applicant intends to implement the representations made in the application. Failure to implement these representations or to continue them during the term of any Tax Abatement that is offered will be sufficient basis for termination of the Abatement Agreement and repayment of any taxes that have been abated.**

**This packet should be completed and returned to the Kendall County Office of Administrative Services:**

*111 W. Fox Street, Room 316  
Yorkville, IL 60560  
Phone: 630.553.4171  
Fax: 630.553.4214  
E-Mail [KCAdmin@co.kendall.il.us](mailto:KCAdmin@co.kendall.il.us)*

## Overview

Property Tax Abatement is a way to support and promote the expansion of existing businesses and the location of new businesses to Kendall County. A business that receives approval from a taxing body for an abatement will receive an abatement on a portion of the resulting property tax revenue after expansion, improvement, or new construction is complete and the building is occupied.

## Goals and Objectives

The end result of providing tax abatement to a business for an expansion, improvement or new construction should include:

- *Economic Impact*
  - Job creation and retention and capital investment in land, buildings, and equipment
- *Fiscal Impact*
  - Total amount of new estimated property tax generated by the business expansion
- *Strategic Impact*
  - Factors such as the median salary of the employees, total payroll, and the quality of benefits available to the employees
- *Other Impacts*
  - Improvements to existing public infrastructure and/or construction of new public infrastructure

## Eligible Projects

- Projects that will be considered for Property Tax Abatement from Kendall County are limited to the following:
  - Warehouse/Distribution/Logistics
  - Office Headquarters and Regional Headquarters
  - Manufacturing
- Preference will be given to projects that result in job creation, increase in property tax base, investment in machinery & equipment when purchased locally, and capital improvements for the expansion of existing buildings.

## Process

- It is strongly recommended that the applicant contact the Kendall County Office of Administrative Services to arrange a pre-application meeting with County staff. This gives staff an opportunity to discuss the guidelines, application, process, and agreement provisions with the applicant.
- Once the application has been completed and submitted to the Kendall County Office of Administrative Services, staff will review the application to determine the eligibility of the project.
- Applications are reviewed and scored on a case by case basis on their economic, strategic, and fiscal impacts on a community.

- If it is determined that the project qualifies for an abatement of property taxes, County Staff will present the request to the County's Economic Development Committee to secure an indication of their support for the project.
- Staff, as well as the applicable local Economic Development Corporation, will make contact to each taxing body having jurisdiction over the subject property for their support of the project and abatement approval.
- If a taxing body expresses support of the project, Staff will develop the agreement for the abatement of property taxes for approval by each governing board of the applicable taxing jurisdictions.

### **Abatement Terms & Levels**

A business receiving a tax abatement is eligible to receive an abatement for a term of three years. The amount abated will be on a sliding scale consisting of 75% abated in year one, 50% abated in year two, and 25% abated in year three.

The term and levels of an abatement may be modified only at the discretion of the governing boards of the taxing bodies.

### **Clawback Provisions and Verification Audit**

A business shall maintain operations at the project location for at a minimum, the length of the abatement term as well as for three years following the final year of the abatement term. During the abatement term businesses are not eligible to file an appeal of assessment of the property, to tender payment under protest, nor to file an objection to the property taxes levied by the taxing bodies. During the three years following the final year of abatement term, businesses are eligible to file an appeal of assessment of the property, tender payment under protest, and file an objection to the property taxes levied by the taxing bodies *only* if the Supervisor of Assessments or the Board of Review establishes an assessed value based upon the market value that is less than the Estimated Market Value of the property provided by the applicant within this application.

To verify compliance of the Property Tax Abatement Agreement, a business must submit a payroll summary with listing of either the first name or initial of the employees or a listing of the employees' ID number along with job titles, salaries, benefits, county of residence, and hiring dates on an annual basis to the Kendall County Office of Administrative Services.

Company Name: \_\_\_\_\_

Corporate Address: \_\_\_\_\_

\_\_\_\_\_

Company Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Proposed Location in Kendall County: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Parcel PIN #: \_\_\_\_\_

Proposed start of Construction: \_\_\_\_\_

Proposed start up of Operations: \_\_\_\_\_

What product(s) or services will be produced in the proposed facility?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_





**EMPLOYEE BENEFITS**

Please summarize benefits below and attach copies of insurance and pension plans.

<b>Fringe Benefit</b>	<b>Type of Benefit</b>	<b>Company Portion</b> (Annual %)	<b>Employee Portion</b> (Annual %)
Medical Insurance			
Dental Insurance			
Vision Insurance			
Pension Plan Defined Benefit 401(K)			
Disability			
Life Insurance			
Other Benefits (please specify)			

**VALUATION ANALYSIS**

Assessed valuation shall be judged on the basis of impact upon the public services, which will be required (i.e., if judged that impact upon schools, roads, law enforcement, etc., will be great but assessed valuation will be low, a low rating will be assigned.)

Land size \_\_\_\_\_

Building size \_\_\_\_\_

Building height \_\_\_\_\_

Type of Construction \_\_\_\_\_

Estimated dollar value of sales attributed to site \_\_\_\_\_

Total Investment in new machinery and  
equipment purchased from local Kendall County businesses \_\_\_\_\_

Provide a construction budget that shows the allocation of cost for each phase of the process.

Is the property one of the following? Yes or No Answer

New facility \_\_\_\_\_

Expansion of an existing facility \_\_\_\_\_

Previously closed facility \_\_\_\_\_

The current assessed valuation of the property:

Land \_\_\_\_\_

Improvements \_\_\_\_\_

Total \_\_\_\_\_

What is the estimated cost of the completed facilities?

Cost of land and site development \$ \_\_\_\_\_

Cost of buildings \$ \_\_\_\_\_

Cost of permanent fixed equipment \$ \_\_\_\_\_

Cost of pollution control devices \$ \_\_\_\_\_

Cost of non-fixed equipment \$ \_\_\_\_\_

**Cost of installation/construction** \$ \_\_\_\_\_

**Total Cost** \$ \_\_\_\_\_

**ESTIMATED MARKET VALUE** \$ \_\_\_\_\_

\*\* (If application is approved, this value will be incorporated into the Tax Abatement Agreement)

**IMPACT UPON INFRASTRUCTURE**

What new or additional utilities and/or infrastructure will be needed?  
(Roads, natural gas, rail spurs, etc.)

How will they be funded?

**IMPACT UPON THE ENVIRONMENT**

- A. Will there be any pollution of air, water, soil, sound, etc.? If so, please describe?
  
  
  
  
  
  
  
  
  
  
- B. Will hazardous chemicals, products, or waste be used or produced? If so, please specify and indicate how they will be managed. If an E.P.A. permit is necessary, please attach the permit, or if not yet received, attach a copy of the application.
  
  
  
  
  
  
  
  
  
  
- C. Will any waivers or exceptions from either Federal or State E.P.A. be needed? If so, please specify and attach any E.P.A. phase reports.
  
  
  
  
  
  
  
  
  
  
- D. Are you familiar with Kendall County and other local performance standards? (Refer to Kendall County zoning ordinance and any applicable municipal code.) Will the proposed facility meet or exceed these standards? Please explain.

**APPROPRIATE LOCATION**

Which planning and zoning authority (municipality or county) has jurisdiction of this site?

What is the current zoning?

If not currently zoned for the intended use, what is the planned use in the Comprehensive plan?

Please attach a site plan and a sketch or artists conception of the building(s), landscape plans etc.

I, \_\_\_\_\_, certify that I am an official of the applicant business with authority to make application for a property tax abatement, that I have read this application and that the application and any attachments hereto are true and correct. I further understand that inaccurate information or misrepresentations may be cause for rejection of the application: I further understand that failure to implement these representations will be sufficient basis for termination of the abatement agreement and repayment of any taxes, which have been abated.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**AGREEMENT FOR**  
**ABATEMENT OF REAL PROPERTY TAXES**

THIS AGREEMENT, entered into by and between \_\_\_\_\_, a \_\_\_\_\_ corporation, being hereinafter referred to as the “Applicant”, and specific taxing bodies within Kendall County including the County of Kendall, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, hereinafter collectively referred to as the “Taxing Bodies”, individually referred to as the “Taxing Body”;

**WITNESSETH:**

WHEREAS, the Taxing Bodies have the power to abate real estate property taxes pursuant to Section 200/18-165 of the Illinois Property Tax Code, as amended (35 ILCS 200/18-165); and

WHEREAS The property of any commercial or industrial firm currently located in the taxing district that expands a facility or its number of employees at an existing facility is qualified to request a real estate tax abatement that shall not exceed a period of 10 years and the aggregate amount of abated taxes for all taxing districts combined shall not exceed \$4,000,000 pursuant to 35 ILCS 200/18-165(a)(1)(C); and

WHEREAS, Taxing Bodies may enter into intergovernmental cooperation agreements pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

WHEREAS, the Taxing Bodies believe that it is in the best interest of each, their residents and taxpayers to attract new and diverse commercial and industrial businesses within their boundaries, and encourage their growth and expansion in order to stimulate job creation and increase the assessed valuation within their boundaries; and

WHEREAS, the Applicant is the fee simple owner of the Property, described in “Exhibit A” below; and

WHEREAS, the Applicant intends the Property to be used as a \_\_\_\_\_ which is considered a commercial or industrial purpose; and

WHEREAS, the Applicant agrees and shall be responsible for ensuring the compliance of tenants, affiliates, assignees, and sub-contractors using the property and structures thereof, with the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises each to the other made, as hereinafter set forth and other good and valuable consideration, IT IS HEREBY UNDERSTOOD AND AGREED by and between the parties as follows:

**I. ADOPTION OF PREAMBLES**

The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this Paragraph I.

**II. AGREEMENT TO GRANT REAL ESTATE PROPERTY TAX ABATEMENT**

The Taxing Bodies agree to provide real estate property tax abatements to commercial and industrial firms in accordance with Section 200/18-165 of the Illinois Property Tax Code, and in accordance with the terms of this Agreement.

**III. TERMS OF THE AGREEMENT**

A. Definitions:

For the purposes of this Agreement:

**Applicant Statement** shall refer to the Tax Abatement Applicant Summary Statement, attached hereto and incorporated herein as “Exhibit B”

**Estimated Market Value** shall be provided by the Applicant on the Applicant Statement and shall be the estimated valuation of the Property once the property has become Fully Assessed.

**Real Estate Property Taxes** shall mean all taxes levied or extended upon the Property and any improvements to the Property, including the taxes now existing or which may in the future exist.

**Fully Assessed** shall mean the Applicant has received an occupancy permit for the facility.

**Fully Operational** shall refer to the period of time after the Applicant has commenced business operations on the Property and jobs have been created, as represented by the Applicant on the Applicant Statement. The Applicant must continue to occupy and conduct business on the Property at all times for the Property to be considered “Fully Operational”.

**Tax Year** shall mean from January 1 through December 31 of a given year.

**Default** shall refer to a situation where the Applicant has not met its obligations under this agreement and thus the obligations of the Taxing Body(s) are extinguished and the Agreement is terminated. In such a Default, Applicant agrees to and shall repay the terminating Taxing Body(s) in full the amount of money equal to all the Real Estate Property Taxes on the property that were previously abated by the Taxing Body(s) pursuant to this Agreement.

B. Amount and Duration:

The Applicant shall commence construction of an addition to their existing facility on the Property described in Exhibit A, attached hereto and incorporated herein by reference. The Taxing Bodies shall, pursuant to 35 ILCS 200/18-165 as it may be amended subsequent to the effective date of this Agreement, each take any and all action necessary to abate their portion of the new Real Estate Property Taxes attributed to the approximate market value of \$\_\_\_\_\_ for the addition to

the existing facility for three consecutive tax years after the addition to the facility is fully assessed and fully operational as follows:

- 1. First Tax Year:** Seventy-Five (75) percent of the Real Estate Property Taxes attributed to the approximate market value of \$\_\_\_\_\_ for the addition to the existing facility shall be abated for the First Tax Year when the addition to the facility is fully assessed and fully operational and the amount of initial jobs have been created as represented by the Applicant on the Applicant Statement (“First Tax Year”).
- 2. Second Tax Year:** Fifty (50) percent of the Real Estate Property Taxes attributed to the approximate market value of \$\_\_\_\_\_ for the addition to the existing facility shall be abated for the Second Tax Year when the addition to the facility is fully assessed and fully operational and the amount of initial jobs have been created as represented by the Applicant on the Applicant Statement (“Second Tax Year”).
- 3. Third Tax Year:** Twenty-Five (25) percent of the Real Estate Property Taxes attributed to the approximate market value of \$\_\_\_\_\_ for the addition to the existing facility shall be abated for the Third Tax Year when the addition to the facility is fully assessed and fully operational and the amount of initial jobs have been created as represented by the Applicant on the Applicant Statement (“Third Tax Year”).

The aforesaid abatements shall not extend to taxes levied for school district debt services (Bond and Interest). Taxes for school district debt services shall be extended over the subject property by the County Clerk as levied by applicable Bond resolutions.

Taxing Bodies shall not be obligated to abate property taxes if the addition to the facility fails to be “fully assessed” and/or “fully operational” within the First, Second, and Third Tax Year. Further, Taxing Bodies shall not be obligated to abate property taxes if the addition to the facility does not become “fully assessed” and/or “fully operational” within three years of the date of this Agreement. Taxing Bodies agree, however, that they shall not file undervaluation complaints with the Board of Review, Property Tax Appeal Board or the Circuit Court during the time the Applicant receives the tax abatement.

The aggregate amount of abated taxes for all taxing districts combined shall not exceed \$4,000,000 pursuant to 35 ILCS 200/18-165(a)(1)(C). Should it be determined that the aggregate amount abated has exceeded the statutorily allowable amount, the remaining abatement allowances shall cease to be extended and all duties of the Taxing Bodies under this agreement shall cease.

C. Applicant Cooperation:



Prior to the abatement of Real Estate Property Taxes taking effect, the Applicant shall, no later than March 1 of a given year, submit documentation on forms provided by the Kendall County Administrative Office demonstrating that the facility has become Fully Operational.

Should the Applicant fail to provide the information or access required, and should such failure continue for more than thirty (30) days after written notice, any Taxing Body may terminate their obligation under this Agreement, unless a written request has been made by Applicant within thirty (30) days of the above Notice in which Applicant requests an additional thirty (30) days to provide the information or access. Upon written request by the Applicant, the Supervisor of Assessments shall grant Applicant an additional thirty (30) days to provide the information or access. Upon any herein outlined termination, the Applicant agrees to and shall repay the terminating Taxing Body(s) in full the amount of money equal to all the Real Estate Property Taxes on the property, which were previously abated by the Taxing Body(s) pursuant to this Agreement.

Should a material misrepresentation be discovered regarding Applicant's Application and Applicant Summary Statement, the Applicant shall be in default of this Agreement, which shall result in the termination of the Agreement. Upon such termination, the Applicant agrees to and shall repay the terminating Taxing Body(s) in full the amount of money equal to all the Real Estate Property Taxes on the property, which were previously abated by the Taxing Body(s) pursuant to this Agreement.

D. Estimated Market Value

The Applicant has represented, and the Parties agree, that the addition to the Property will have an approximate market value of \$\_\_\_\_\_ when fully improved and assessed. The Applicant has represented, and the Parties agree, that the Property as a whole will have an approximate market value of \$\_\_\_\_\_ when fully improved and assessed. The Supervisor of Assessments and the \_\_\_\_\_ Township Assessor shall not assess the Property improvements, partial or otherwise, until the City/Village/County of \_\_\_\_\_ issues an occupancy permit to the Applicant.

E. Tax Objections and Assessment Appeals:

Except in the case of a typographical or ministerial error, and except for the conditions described in the second paragraph of this Section E, the Applicant agrees not to file an objection to the Real Estate Property Taxes levied by the Taxing Bodies, not to tender payment under protest, nor to file any appeal of the assessment of the Real Estate Property Taxes on the Property for any year in which the Applicant is granted an abatement pursuant to Paragraph III.B., nor for any of the next three tax years after the final year of abatement. This paragraph shall permit and result in the mandatory dismissal of any objections, assessment appeals, or protests made by the Applicant or its representative for any year in which abatement has been provided pursuant to Paragraph III.B and for the three tax years after the final year of

abatement. Should the Applicant file an objection to the Real Estate Property Taxes levied by the Taxing Bodies, or tender payment under protest, or file any appeal of the assessment except for the conditions described in the second paragraph of this Section E, the Applicant shall have defaulted on the terms of this Agreement and the Applicant agrees to and shall repay to each of the Taxing Bodies in full the amount of money equal to all the Real Estate Property Taxes on the property, which were previously abated by the Taxing Bodies pursuant to this Agreement.

With respect to the three years following the final year of abatement, if the Supervisor of Assessments or Board of Review establishes an assessed value based upon a market value greater than the Estimated Market Value of the Property, the Applicant may seek a reduction through the assessment appeal process; provided, however, that the Applicant agrees not to seek and hereby waives the right to be granted, a reduction to an assessed value which would represent a market value valuation of less than the Estimated Market Value of the Property as set forth in section D above.

F. Employees:

The Applicant has represented on the Applicant Statement that \_\_\_\_\_ initial additional jobs will be created on the Property by \_\_\_\_\_. The Applicant shall maintain the wage rates and fringe benefits for said employees pursuant to the figures provided by the Applicant in the Kendall County Applicant Statement for Tax Abatement and Tax Abatement Request Summary as set forth in Exhibit B, attached hereto and incorporated herein by reference.

The Applicant shall provide the Taxing Bodies with documentation of compliance with employment, wage rate and fringe benefit requirements by sending the documentation to the Kendall County Administrator. Further, to verify compliance with the Property Tax Abatement Agreement, a business must submit a payroll summary with listing of either the first name or initial of the employees or a listing of the employees' ID number along with job titles, salaries, benefits, county of residence, and hiring dates on an annual basis to the Kendall County Office of Administrative Services. Said documentation shall be provided no later than March 1 following the date when the facility has been fully assessed and on or before March 1 for each full tax abatement year.

Should the Applicant fail to substantially meet the requirements set forth in "Exhibit B", (1) for the number of employees, or (2) for the wage rates and/or fringe benefits, or (3) fail to provide the information and documentation as set forth above, \_\_\_\_\_ will have sixty (60) days to cure the defect. If no cure occurs within sixty (60) days, any Taxing Body may terminate their obligation under this Agreement. Upon such termination, the Applicant agrees to and shall repay the terminating Taxing Body in full the amount of money equal to all the Real Estate Property Taxes on the property, which were previously abated by the Taxing Body pursuant to this Agreement.

G. Compliance with Applicable Laws:

Applicant agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.

The Applicant, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

The Applicant shall not violate any environmental performance standard or environmental or building code, ordinance, rule, or regulation of the United States of America, State of Illinois, the County of Kendall, or City/Village of \_\_\_\_\_. During the Tax Years that are subject to abatement under Section III.B., should the Applicant receive notice of any such violation and fail to cure the violation and fail to cure the violation within sixty (60) days of the written notice, any Taxing Body has the right to terminate the tax abatements.

H. Termination:

To terminate its respective tax abatement pursuant to the terms of this Agreement, each Taxing Body shall provide notice to the Applicant in writing or by written agreement of the respective Taxing Body and the Applicant. The Indemnification sections of this Agreement shall survive termination of this agreement.

IV. **BINDING PARTIES**

A. Guarantee of Authorization:

Each party signing this Agreement represents, warrants, and guarantees to all the other parties that:

- (1) They are authorized to execute this Agreement upon behalf of the party for whom they signed this instrument;
- (2) All action necessary, including, but not limited to corporate resolutions, ordinances and notices, to make this Agreement a lawful and binding agreement upon that party has been taken;
- (3) The performance of the transactions contemplated by the provisions of this Agreement, and the execution, issuance, delivery and performance of this Agreement to be executed and delivered by the Taxing Bodies and the Applicant have each been duly authorized by all necessary action on the part of each.

B. Effective Date:

This Agreement shall not be effective until all of the parties to this Agreement have in fact signed this Agreement and the effective date of this Agreement shall be the latest date that any one party actually signs and dates this Agreement.

C. No Assignment or Transfer:

The abatement is specifically granted to the Applicant and may not be assigned or transferred. In the event that the Applicant ceases operation or transfers title of the property without consent of the taxing districts, the abatement shall immediately terminate and the Taxing Bodies shall have the right to require the Applicant to repay the total sum of all previously abated taxes.

D. Early Closure of Applicant's Abated Facility:

The Applicant agrees that by signing this agreement they will remain Fully Operational at the Property for a term of at least three full years beyond the termination of the final tax abatement year. Should the Applicant cease operation of the facility within three (3) years from the termination date of the abatement period, the Taxing Bodies shall have the right to require the Applicant to repay the total sum of all previously abated taxes.

Should the subject property cease to be operated as originally intended and described by the Applicant Summary Statement attached as Exhibit B, the abatement shall immediately terminate and the Taxing Bodies shall have the right to require the Applicant to repay the total sum of all previously abated taxes.

Pursuant to the Property Tax Code, 35 ILCS 200/18-183, Should the Applicant entirely relocate the business facility from the applicable taxing district during the outlined abatement years, or within three (3) full years beyond the termination of the final tax abatement year, the abatement benefit for the remainder of the term is cancelled and Applicant must repay all abatements it received from the Taxing Bodies under this Agreement. The repayment must be made within 30 days of the violation, and the Taxing Bodies will have no obligation to make future abatements under this agreement.

E. Successors of Taxing Bodies:

This Agreement shall be binding upon the Taxing Bodies, their successors, and their assigns, notwithstanding the provisions of paragraph C.

F. Communication Requirements:

All notices, requests, demands, waivers and other communications shall be in writing and shall be considered duly given three days following dispatch when deposited by mail, certified or registered mail, postage prepaid, properly addressed to the party entitled to receive such notices at the addresses listed in "Exhibit C".

Each party may designate a new place or places, or a new person or persons, for notice purposes, by providing thirty days written notice to all other parties.

G. Applicable Law:

This Agreement shall be interpreted and enforced according to the statutes, case law and Constitution of the State of Illinois regardless of the later legal residence or domicile of any of the Taxing Bodies or the Applicant. Venue shall be the Circuit Court of the Twenty-Third Judicial Circuit, Kendall County, Illinois. The parties hereto waive any claim or defense that such venue is not convenient or proper.

H. Indemnification:

It is understood and agreed between the parties to this Agreement that the Applicant, in performing its obligations pursuant to this Agreement, is acting independently and apart from any other party to this agreement. The Taxing Bodies that are parties to this Agreement assume no responsibility or liability for actions resulting from this Agreement or for any and all claims, suits and causes of action of any nature whatsoever arising out of the Applicant's obligations hereunder.

As such, the Applicant receiving the abatement agrees to indemnify, hold harmless and defend, with counsel of the Taxing Bodies own choosing, the Taxing Bodies and their past, present and future board members, elected officials, insurers, employees, and agents (the "Indemnitees") from, and against such claims, damages, demands, expenses, liabilities and losses of any nature whatsoever resulting from this agreement, including, but not limited to those resulting from: (1) The construction, improvement and development activities of Applicant, its agents, contractors, and subcontractors with respect to the development or improvement of its property except to the extent such claims, damages, demands, expenses, liabilities and losses arise by reason of the gross negligence or willful or wanton act or omission of the Taxing Bodies; (2) Applicant's performance or alleged failure to perform its obligations pursuant to this Agreement, and; (3) Any and all claims arising out of the terms of this Agreement, including any challenges or claims with regard to the abatement of property tax by the Taxing Bodies. The obligation to indemnify created hereunder extends to indemnifying the Taxing Bodies from any claims for monetary relief seeking a refund of any monies abated under the terms of this agreement. The obligation to indemnify also extends to any claims, causes of action, suits, demands, or proceedings, whether in law or in equity, to have any of the terms of this agreement authorizing the abatement of tax revenues declared unconstitutional, invalid, or otherwise void. Further, the obligation to indemnify extends to paying any damages assessed against the Taxing Bodies as a result of any actions taken under this agreement.

The Taxing Bodies' participation in their defense shall not remove Applicant's duty to indemnify, defend, and hold them harmless, as set forth above. The Taxing Bodies do not waive their defenses or immunities, including those under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.), by reason of indemnification. Indemnification shall survive the termination of this contract.

I. Severability:

If any clause in this Agreement is deemed to be void or unenforceable, such clause shall be severed and the remaining provisions in this Agreement shall remain in full force and effect.

J. Entire Agreement/Amendment:

This Agreement represents the entire Agreement between the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged and signed by all the Taxing Bodies and the Applicant.

K. Counterparts:

This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and each of which shall constitute one and the same Agreement.

L. Captions and Paragraph Headings:

Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

























**AGREEMENT  
FOR  
\_\_\_\_\_**  
**ABATEMENT OF REAL PROPERTY TAXES**

**EXHIBIT "A"**

Commonly known as: \_\_\_\_\_

Permanent Index No.:  
\_\_\_\_\_

Legal Definition:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AGREEMENT  
FOR**  

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**ABATEMENT OF REAL PROPERTY TAXES**

**EXHIBIT "B"**

*Please see attached document titled Applicant Summary Statement.*

**AGREEMENT  
FOR  
\_\_\_\_\_**  
**ABATEMENT OF REAL PROPERTY TAXES**

**EXHIBIT “C”**

*Contact and Address for \_\_\_\_\_:*

*Contacts and Addresses of All Taxing Bodies:*

**Kendall County  
Property Tax Abatement Evaluation Guide**

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Taxing Districts: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Points Assigned

**ECONOMIC IMPACT**

1. Total Jobs Created and/or Retained (1 to 3 years)

10-24	1
25-49	2
50-99	4
100-199	6
200-over	10

**Commented [j1]:** 75 new jobs created  
300 existing jobs retained

2. Total Payroll

\$100,000 - \$499,999	3
\$500,000 - \$999,999	6
\$1,000,000 – \$2,499,999	9
\$2,500,000 - \$4,999,999	18
\$5,000,000 - \$9,999,999	27
\$10,000,000 and over	36

**STRATEGIC IMPACT**

3. Type of Business/Industry

Warehousing	2
Professional/Office (non-retail)	3
Manufacturing	4
Targeted Industries/Headquarters	5

4. Total Investment in new machinery and equipment purchased from local Kendall County businesses *(Subject to Kendall County Sales Tax)*

\$100,000 - \$249,999	3
\$250,000 - \$499,999	6
\$500,000 - \$999,999	9
\$1,000,000 - \$1,999,999	12
\$2,000,000 – and over	15

5. Average Employee Salary

\$18,000 - \$24,999	3
\$25,000 - \$29,000	5
\$30,000 - \$39,000	9
\$40,000 - \$49,999	13
\$50,000 and over	17

6. Benefits

No benefits	0
50% paid by employer	2
75% paid by employer	3
90% paid by employer	4
100% paid by employer	5

**FISCAL IMPACT**

7. Total new property tax generated (Annually)

\$30,000 - \$99,000	14
\$100,000 - \$199,000	18
\$200,000 - \$299,999	22
\$300,000 - \$499,000	26
\$500,000 and over	30

8. Infrastructure Improvements

No new public infrastructure needed	2
Private Investment into Public Infrastructure <i>(Contingent upon 100% private investment)</i>	
\$100,000 - \$249,999	3
\$250,000 - \$499,999	4
\$500,000 and over	5

**Commented [j2]:** No new public infrastructure paid for by local units of government

Points Received	Eligible Abatement
45-67	3 yr. (75/50/25%)
68-79	4 yr. (50% each year)
80-100	5 yr. (50% each year)

Total Points: \_\_\_ pts

Recommended  
Abatement: \_\_\_\_\_