



**COUNTY OF KENDALL, ILLINOIS**  
**ECONOMIC DEVELOPMENT & ADMINISTRATION**  
**Kendall County Office Building, 111 W. Fox Street**  
**County Board Rm 209 & 210, Yorkville, IL 60560**  
**Thursday February 23<sup>rd</sup>, 2023, at 5:30pm**  
**MEETING AGENDA**

**1. Call to Order**

**2. Roll Call:** Elizabeth Flowers (Chairman), Scott Gengler, Dan Koukol, Brooke Shanley, Seth Wormley

**3. \*MOTION (VV) Approval of Agenda**

**4. \*MOTION (VV) Approval of January 19<sup>th</sup>, 2023 Minutes**

**5. Committee Reports and Updates**

A. Animal Control Department Update – Director Taylor Cosgrove (pg 4)

B. Emergency Management Agency Update – Director Roger Bonuchi (pg 12)

**6. New Committee Business**

A. \*Discussion DHL Property Tax Abatement Agreement (pg 13)

B. \*Discussion MEDC Abatement Request for a Project in the Village of Montgomery (pg 27)

C. \*MOTION VV (Fwd to CB) Resolution Authorizing Execution and Amendment of Section 5311 Grant Agreement (pg 54)

D. \*MOTION VV (Fwd to CB) Resolution Granting the Kendall County Administrator Signature Authority for the Kendall Area Transit Program on Behalf of Kendall County, Illinois

E. \*UPDATE: Molto Properties LLC Property Tax Abatement Update

F. \*MOTION (VV) (Fwd to CB) Greater Chicago land Economic Partnership Agreement (pg 55)

**7. Old Committee Business**

**8. Chairman's Report**

**9. Public Comment**

**10. Questions for the Media**

**11. Executive Session**

**12. Items for Committee of the Whole**

**13. Action Items for County Board**

**14. 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/ ADMINISTRATION COMMITTEE**  
**Meeting Minutes for Thursday January 19, 2023, at 5:30 p.m.**

**Call to Order**

The meeting was called to order by Committee Chair Elizabeth Flowers at 5:30pm.

**Roll Call**

<b>Attendee</b>	<b>Status</b>	<b>Arrived</b>	<b>Left Meeting</b>
Elizabeth Flowers	Present		
Scott Gengler		5:33pm	
Dan Koukol	Here		
Brooke Shanley	Here		
Seth Wormley	Here		

**Others Present:** Taylor Cosgrove, Brianna Falk, Roger Bonuchi, Scott Koeppel

**Approval of Agenda** – Member Shanley made a motion to approve the agenda, second by Member Koukol. **With 4 members voting aye, the motion carried by a vote of 4-0.**

**Approval of Meeting Minutes** –

- Law, Justice, and Legislation- Minutes August 22, 2022
- Animal Control Minutes- September 28, 2022
- Administration HR Meeting Minutes- October 19, 2022
- Economic Development Minutes- October 28, 2022
- Health & Environment Minutes- November 14, 2022

Member Wormley made a motion to approve minutes, second by Member Koukol. **With 4 members voting aye, the motion carried by a vote of 4-0.**

**Committee Reports and Updates**

- A. **\*PRESENTATION:** Animal Control Department Update – Animal Control Director Taylor Cosgrove reviewed Bite Report, noted there was an increase in reports in December 2022. **Written report provided.**
- B. **\*PRESENTATION:** Emergency Management Agency Update – Roger Bonuchi, EMA Director, discussed the benefits on purchasing a light tower. Mr. Bonuchi estimated that the cost would be about \$12,500 for one. Committee members were all in favor for this purchase. Mr. Bonuchi stated that Constellation (ComED) will be shedding its sirens in 2023.

**New Committee Business**

- A. **\*MOTION RC (Forward to CB):** Approval of a Contract for Services to be Rendered by Elevation Consulting LLC for Kendall County in an amount not to exceed \$5,000 per month. Mr. Koeppel briefed the committee on the services provided by Elevation Consulting LLC. The committee discussed forwarding to county board under standing committee reports and not under consent agenda.

**Member Gengler made a motion to forward to County Board second by Member Wormley.**

**With 5 members voting aye, the motion carried by a vote of 5-0.**

<b>Elizabeth Flowers</b>	<b>Yes</b>
<b>Scott Gengler</b>	<b>Yes</b>
<b>Dan Koukol</b>	<b>Yes</b>
<b>Brooke Shanley</b>	<b>Yes</b>
<b>Seth Wormley</b>	<b>Yes</b>

- B. Approval of the Appointment of Dan Koukol as Vice-Chairman of the Economic Development and Administration Committee. Chair Flowers announced that member Dan Koukol will be Vice Chairman of Economic Development & Administration Committee.

- C. **\*DISCUSSION:** Chicagoland Regional Economic Partnership – County Administrator Scott Koeppel and Vice Chairman Scott Gengler briefed the committee on the partnership between Kendall County and the Greater Chicagoland Regional Economic.

**Old Committee Business** – Chair Flowers stated that a new position for Economic Development coordinator is in the works. HR dept is working on creating a job description.

**Chairman’s Report** – February’s Economic Development & Administration committee meeting is rescheduled to February 23, 2023, at 5:30pm.

**Public Comment** – None

**Executive Session** – None

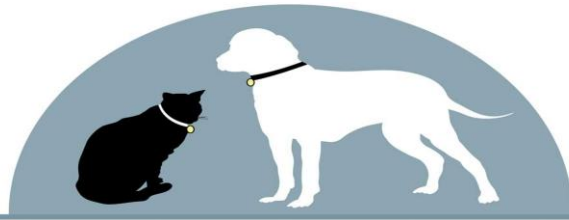
**Items for the Committee of the Whole Meeting** – None

**Action Items for County Board-**

- Approval of a Contract for Services to be Rendered by Elevation Consulting LLC for Kendall County in an amount not to exceed \$5,000 per month.

**Adjournment** – Member Koukol made a motion to adjourn, second by Member Shanley. **With 5 members present in agreement; the meeting was adjourned at 6:20p.m.**

Respectfully submitted,  
Nancy Villa,  
Executive Administrative Assistant



**KENDALL COUNTY**  
**ANIMAL CONTROL**

***Financial Statements FY23***  
***January 2023***

**KENDALL COUNTY ANIMAL CONTROL FUND #1301**  
**Statement of Revenues And Expenditures**  
**1/31/2023**

	<b>CURRENT YEAR</b>				<b>PRIOR YEAR</b>	<b>VARIANCE</b>
	<b>FY23 Budget</b>	<b>January Actual</b>	<b>FY23 YTD</b>	<b>YTD Percent of Budget</b>	<b>FY22 YTD</b>	<b>FY23 YTD v. FY22 YTD</b>
<b>REVENUE</b>						
Fines & Fees	\$ 20,000	\$ 2,726	\$ 6,201	31.0%	\$ 3,670	\$ 2,531
Miscellaneous	300		-		84	(84)
Donations	5,000		-		490	(490)
Rabies Tags Sold	300,000	33,378	42,318	14.1%	47,257	(4,939)
Intact Registration Fee	13,000	305	1,215	9.4%	2,205	(990)
Transfer In from State Pet Fund			-			
<b>Total Revenue</b>	<b>\$ 338,300</b>	<b>\$ 36,409</b>	<b>\$ 49,734</b>	<b>14.7%</b>	<b>\$ 53,706</b>	<b>\$ (3,972)</b>
<b>EXPENDITURE</b>						
Salary - Other	\$ 119,808	\$ 4,663	\$ 8,268	6.9%	\$ 8,473	\$ (205)
Salary - Administrator	6,500	500	800	12.3%	1,000	(200)
Salary - Animal Control Warden	61,800	4,615	5,769	9.3%	7,615	(1,846)
Salary - Assistant Warden	41,600	3,520	5,632	13.5%	4,752	880
Overtime	500	-	132	26.4%	-	132
Office Supplies	1,200	137	137	11.4%	301	(164)
Postage	1,600	214	214	13.4%	-	214
Training	2,000		50	2.5%	-	50
Telephone & Pager	1,200	84	169	14.1%	135	34
Contractual Service	6,000	156	31	0.5%	-	31
Equipment	3,500				775	(775)
Vehicle Maintenance	1,600				-	-
Gasoline/Fuel/Oil	600	68	68	11.3%	28	39
Uniforms	750				336	(336)
Refunds	500				-	-
Observation/Disposal	500				-	-
Microchips	1,500				-	-
Volunteers/Public Relations	1,000				-	-
Neuter/Spay Fees					-	-
Rabies Tags	2,500	2,238	2,238	89.5%	2,313	(75)
Transportation, Board & Care	10,000	513	513	5.1%	-	513
Kennel Improvements					-	-
Capital Expenditures					-	-
<b>Total Operating Expenditure</b>	<b>\$ 264,658</b>	<b>\$ 16,708</b>	<b>\$ 24,021</b>	<b>9.1%</b>	<b>\$ 25,727</b>	<b>(1,707)</b>
<b>TRANSFERS OUT</b>						
Transfer to General Fund	\$ 35,200	\$ 2,362	\$ 2,362	6.7%	\$ 3,149	\$ (787)
Transfer to IMRF Fund	17,075	753	1,435	8.4%	1,981	(546)
Transfer to SS Fund	13,000	1,017	1,805	13.9%	1,980	(175)
Transfer to Building Fund	15,000		-			
<b>Total Transfers Out</b>	<b>\$ 80,275</b>	<b>\$ 4,132</b>	<b>\$ 5,602</b>	<b>7.0%</b>	<b>\$ 7,110</b>	<b>\$ (1,508)</b>
<b>Total Expenditure &amp; Transfers Out</b>	<b>\$ 344,933</b>	<b>\$ 20,841</b>	<b>\$ 29,622</b>	<b>8.6%</b>	<b>\$ 32,837</b>	<b>\$ (3,215)</b>
<b>Total Revenue Over/(Under) Expenditure</b>	<b>\$ (6,633)</b>	<b>\$ 15,568</b>	<b>\$ 20,112</b>	<b>-303.2%</b>	<b>\$ 20,869</b>	<b>\$ (757)</b>

**KENDALL COUNTY ANIMAL CONTROL FUND #1301  
FUND (CASH) BALANCE  
FY 2021**

MONTH	FY23 Monthly REVENUE OVER/(UNDER) EXPENSES	FY23 FUND (CASH) BALANCE	FY22 Monthly REVENUE OVER/(UNDER) EXPENSES	FY22 FUND (CASH) BALANCE
Beginning Fund (Cash) Balance		\$ 153,804		\$ 159,477
December-22	\$ 10,068	163,872	\$ (6,190)	153,287
January-23	15,569	179,441	21,276	174,563
February-23			392	174,955
March-23			4,448	179,403
April-23			6,407	185,809
May-23			5,664	191,473
June-23			14,073	205,546
July-23			1,276	206,822
August-23			11,342	218,164
September-23			10,828	228,992
October-23			(4,195)	224,798
November-23			(70,994)	153,804
Fund (Cash)	\$ 25,637		\$ (5,673)	
YTD Fund Balance		\$ 179,441		\$ 153,804

**KENDALL COUNTY ANIMAL CONTROL**  
**Statement of Revenues And Expenditures**  
**1/31/2023**

**Animal Medical Care Fund #1302**

	<b>FY23 Budget</b>	<b>January Actual</b>	<b>YTD Actual</b>	<b>YTD Percent of Budget</b>	<b>Fund Balance</b>
<b>Beginning Balance</b>	<b>\$ 16,300</b>				FY13 \$250 FY14 21,935 FY15 33,497
<b>Revenue</b>					FY16 32,810 FY17 32,325 FY18 26,165 FY19 20,132
Donations & Receipts	10	1,025	1,300	13000.0%	FY20 18,939
Total Revenue	10	1,025	1,300	13000.0%	FY21 18,050 FY22 \$ 16,300
<b>Expenditure</b>					
Animal Medical Care Expenses	3,000	434	434	14.5%	
Heartworm Testing	500			0.0%	
FeLuk/FIV Testing	750			0.0%	
Total Expenditure	4,250	434	434	10.2%	
<b>Ending Balance</b>	<b>\$ 12,060</b>	<b>\$ 591</b>	<b>\$ 866</b>		

**County Animal Population Control Fund #1309**

	<b>FY23 Budget</b>	<b>January Actual</b>	<b>YTD Actual</b>	<b>YTD Percent of Budget</b>	<b>Fund Balance</b>
<b>Beginning Balance</b>	<b>\$ 114,739</b>				FY11 46,246 FY12 60,939 FY13 64,358
<b>Revenue</b>					FY14 71,549 FY15 83,094 FY16 97,935 FY17 106,508
Fees	12,000	660	980	8.2%	FY18 108,859
Total Revenue	12,000	660	980	8.2%	FY19 117,265 FY20 115,665 FY21 114,716 FY22 114,739
<b>Expenditure</b>					
Spay/Neuter Fees - Targeted Dogs/Cats	10,000	458	1,449	14.5%	
Spay/Neuter Fees - Adopted Dogs/Cats	10,000	2,734	3,204	32.0%	
Total Expenditure	20,000	3,192	4,654	23.3%	
<b>Ending Balance</b>	<b>\$ 106,739</b>	<b>\$ (2,532)</b>	<b>\$ (3,674)</b>		

**Animal Control Capital Fund #1400**

	<b>FY23 Budget</b>	<b>January Actual</b>	<b>YTD Actual</b>	<b>YTD Percent of Budget</b>	<b>Fund Balance</b>
<b>Beginning Balance</b>	<b>\$ 42,131</b>				FY11 87,769
<b>Expenditure</b>					FY13 46,762 FY14 51,661 FY15 69,276 FY16 125,571 FY17 134,712 FY18 142,293 FY19 113,553 FY20 3,551 FY21 23,607 FY22 \$ 42,131
Expense - Building Improvements	10,000	-	-		
Capital Expenditure	2,500	3,800	3,800	152.0%	
Total Expenditure	12,500	3,800	3,800	30.4%	
<b>Transfers In</b>					
Transfers In - from Animal Control Fund	15,000	-	-	0.0%	
Total Transfers In	15,000	-	-		
<b>Ending Balance</b>	<b>\$ 44,631</b>	<b>\$ (3,800)</b>	<b>\$ (3,800)</b>		





## Kennel Comparisons Statistics

### "Intake Comparisons"

1/1/22 to 1/31/22

1/1/23 to 1/31/23

<b>Dogs</b>				
Strays	8	21	↑	162.5 %
Owner Surrenders	5	7	↑	40.0 %
Legal	1	7	↑	600.0 %
<b>Total Dogs Received:</b>	<b>14</b>	<b>35</b>	↑	<b>150.0 %</b>
<b>Cats</b>				
Strays	3	10	↑	233.3 %
Owner Surrenders	0	1	↑	100.0 %
<b>Total Cats Received:</b>	<b>3</b>	<b>11</b>	↑	<b>266.7 %</b>
<b>Total Intakes:</b>	<b>17</b>	<b>46</b>	↑	<b>170.6 %</b>

### "Outcome Comparisons"

1/1/22 to 1/31/22

1/1/23 to 1/31/23

<b>Dogs</b>				
Adoption	7	10	↑	42.9 %
Euthanasia	0	1	↑	100.0 %
Return to Owner	5	12	↑	140.0 %
Transfer to Rescue	2	2	↓	- %
<b>Total Dogs Dispositioned:</b>	<b>14</b>	<b>25</b>	↑	78.57
<b>Cats</b>				
Adoption	0	9	↑	900.0 %
Return to Owner	0	3	↑	300.0 %
Transfer to Rescue	0	2	↑	200.0 %
<b>Total Cats Dispositioned:</b>	<b>0</b>	<b>14</b>	↑	1.00
<b>Total Outcomes:</b>	<b>14</b>	<b>39</b>	↑	<b>178.6 %</b>

Animals in the Shelter on 2/22/2023

	CAT	DOG	Total
	5	25	30

# Kendall County Animal Control

802 John Street  
Yorkville IL 60560



Bites between 1/1/2023 and 1/31/2023

<u>Date</u>	<u>Pet Name</u>	<u>Breed</u>	<u>Vaccinated</u>	<u>Altered</u>	<u>Victim/Owner</u>	<u>Multiple Bites</u>
01/02/2023	RESCUE KITTEN	DOMESTIC SH	NOT UTD	UNALTERED	VICTIM	NO
01/02/2023	NORI(RESCUE)	DOMESTIC SH	NOT UTD	UNALTERED	VICTIM	NO
01/03/2023	STEWIE	DOMESTIC SH	NOT UTD	ALTERED	OWNER	NO
01/06/2023	STRAY	DOMESTIC SH	NOT UTD	UNALTERED	VICTIM	UNK
01/06/2023	DILLON	DOMESTIC SH	NOT UTD	ALTERED	OWNER	NO
01/07/2023	GIGI	YORKSHIRE TERR	UTD	ALTERED	OWNER	NO
01/10/2023	CHESTER	BORDER COLLIE / MIX	UTD	ALTERED	VICTIM	NO
01/12/2023	TIGER	DOMESTIC SH	NOT UTD	ALTERED	OWNER	NO
01/12/2023	ARCHIE	LABRADOR RETR / POODLE STND	UTD	ALTERED	VICTIM	NO
01/13/2023	ROCCO	MASTIFF / MIX	UTD	UNALTERED	VICTIM	YES
01/18/2023	JAX	SIBERIAN HUSKY	UTD	ALTERED	OWNER	NO
01/19/2023	PRINCESS	MIXED	UTD	ALTERED	OWNER	NO
01/24/2023	FELICITY	DOMESTIC SH	UTD	ALTERED	VICTIM	NO
01/25/2023	RIO	POODLE STND	UTD	ALTERED	OWNER	NO
01/28/2023	ELVIS	COCKER SPAN	UTD	ALTERED	VICTIM	NO
01/29/2023	CHEESECAKE	DOMESTIC SH	NOT UTD	ALTERED	OWNER	NO
01/29/2023	ZEUS	ROTTWEILER	UTD	ALTERED	VICTIM	NO
01/30/2023	BELLA	ST BERNARD SMTH	UTD	ALTERED	OWNER	NO

Breed	Total
<b>Total</b>	<b>18</b>
<b>CAT</b>	<b>8</b>
DOMESTIC SH	8
<b>DOG</b>	<b>10</b>
BORDER COLLIE / MIX	1
COCKER SPAN	1
LABRADOR RETR / POODLE STND	1
MASTIFF / MIX	1
MIXED	1
POODLE STND	1
ROTTWEILER	1
SIBERIAN HUSKY	1

Date

Pet Name

Breed

Vaccinated

Altered

Victim/Owner

Multiple Bites

	Total
ST BERNARD SMTH	1
YORKSHIRE TERR	1



**Kennel Statistics Report**  
Intakes from 01/01/23 to 01/31/23

	CAT	DOG	PUPPY	TOTAL
BORN	0	0	7	7
OWNER SUR	1	7	0	8
STRAY	10	18	3	31
<b>TOTAL</b>	<b>11</b>	<b>25</b>	<b>10</b>	<b>46</b>

**Kennel Statistics Report**  
Outcomes from 01/01/23 to 01/31/23

		CAT	DOG	KITTEN	PUPPY	TOTAL
ADOPTION		7	8	2	2	19
	TOTAL	7	8	2	2	19
EUTH	AGED	0	1	0	0	1
	TOTAL	0	1	0	0	1
RTO		3	12	0	0	15
	TOTAL	3	12	0	0	15
TRANSFER		2	2	0	0	4
	TOTAL	2	2	0	0	4
<b>TOTAL</b>		<b>12</b>	<b>23</b>	<b>2</b>	<b>2</b>	<b>39</b>

# Kendall County Emergency Management Agency

1102 Cornell Lane, Yorkville Illinois 60560

Roger Bonuchi, Director

Tracy Page, Deputy Director

## Emergency Management Report

JANUARY 2023

- **KCEMA Operations**
  - Editing of general orders as part of our policy project will be offer for review soon.
  - Two tall metal storage cabinets for the EOC are defective and had to be replaced
  - 8 new Kenwood HT radios are on backorder
  - EOP rewrite – due March 2023
  - ILCATT rewrite - due early spring of 2023
  - Reaccreditation is May 15<sup>th</sup> 2023
  
- **Light Tower**
  - Approved by the Finance Committee and will be on the next County Board agenda
  
- **Nuclear**
  - Quarterly grant documentation was submitted
  - IEMA came out on 01/30/23 to conduct training on Emergency Worker and Dosimetry Control to EMA volunteers and a handful of municipalities
  - Dresden’s drill schedule.
    - Pre-exercise – February 22<sup>nd</sup> 2023
    - Exercise – March 28<sup>th</sup> 2023
  
- **Hazard Mitigation Plan**
  - First meeting was held on January 24<sup>th</sup> and there was a wonderful turn out. The next meeting is scheduled for April 18<sup>th</sup> and will be at the Oswego Fire Department.
  - Kendall County Residents are encouraged to fill out a citizen questionnaire regarding hazards in the community. <https://www.surveymonkey.com/r/Kendall-CQ>
  
- **Meetings/Training/Volunteers/Details**
  - KCEMA meeting was held on January 30<sup>th</sup>. Thank you Board Member Wormley for attending.
    - Two new volunteers were sworn in
    - Volunteers were recognized for their hours of volunteerism
    - Nuclear Training was conducted
  - Next meeting will be Monday, February 20<sup>th</sup> at 6:30pm in the EOC



## COUNTY OF KENDALL, ILLINOIS

**SCOTT KOEPPEL**

**COUNTY ADMINISTRATOR**

111 WEST FOX STREET, SUITE 316

YORKVILLE, ILLINOIS 60560

skoepfel@kendallcountyil.gov

630.553.4171

February 15, 2023

TO: Economic Development & Administration Committee

RE: DHL Abatement Request

In 2022, the Economic Development Committee requested the State's Attorney's Office draft a property tax abatement agreement for Exel Inc. dba DHL Supply Chain (USA). Staff sent the draft agreement to DHL for comments. DHL requested changes to the agreement. An agreement with markup is attached to this memo. Some of the changes require input from the committee.

1. Page 3 B. New paragraph – Administration and SAO staff suggest deleting this.
2. Page 3 E. DHL would like to remove the next 3 years after the final year of the abatement. This language is a request from the Assessor. The “may” language is too loose.
3. Page 6 D. – DHL would like the ability to transfer or assign the abatement. Staff doesn't have any concern about this change.
4. Page 7 – The County cannot and should not indemnify DHL. Both Administration staff and the SAO oppose this change.

**AGREEMENT FOR**  
***Exel, Inc. dba DHL Supply Chain (USA)***  
**ABATEMENT OF REAL PROPERTY TAXES**

THIS AGREEMENT, entered into by and between *Exel, Inc. dba DHL Supply Chain (USA)*, being hereinafter referred to as the “Applicant”, and the County of Kendall, being hereinafter being referred to as the “Taxing Body”, the parties to this Agreement being collectively referred to as the “parties”;

**WITNESSETH:**

WHEREAS, the Taxing Body has the power, pursuant to Section 200/18-170 of the Illinois Property Tax Code, as amended (35 ILCS 200/18-170), to abate real estate property taxes on property located within an Enterprise Zone upon which new improvements have been constructed; and

WHEREAS, the amount of taxes abated pursuant to Section 200/18-170 may not exceed the amount attributable to the construction of the improvements; and

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

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

WHEREAS, the Property is located within an Enterprise Zone, as established pursuant to the Illinois Enterprise Zone Act, as amended (20 ILCS 655/1, *et seq.*) and approved by the Illinois Department of Commerce and Economic Opportunity on Date DCEO approves adding Property to Enterprise Zone; and

WHEREAS, the Applicant has submitted an Application for Tax Abatement to the Taxing Body; and

WHEREAS, the Applicant intends to construct on the Property a building (the “Building”), containing not less than 1,000,000 square feet of area and otherwise substantially depicted on the preliminary site plan attached hereto as described in “Exhibit B”, for commercial or industrial purposes; and

WHEREAS, the Applicant agrees and shall be responsible for ensuring the compliance of any 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 Body agrees to provide real estate property tax abatement in accordance with Section 200/18-170 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:

**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.

**Tax Year** shall mean the calendar year (i.e. from January 1 through December 31 of a given year) for which the Property is assessed, notwithstanding that Real Estate Property Taxes for such Tax Year are payable in the next calendar year.

**B. Amount and Duration:**

The Applicant shall commence construction of the building as described in Exhibit B on the Property. The Taxing Body shall, pursuant to 35 ILCS 200/18-170 as it may be amended subsequent to the effective date of this Agreement, take any and all action necessary to abate its portion of the Real Estate Property Taxes for the Property for three consecutive Tax Years after the Applicant has received either a temporary or permanent occupancy permit for the Building from the Village of Plainfield as follows:

- 1. First Tax Year: Seventy-five percent (75%) of the Taxing Body's portion of the Real Estate Property Taxes on the Property shall be abated for the first full Tax Year that immediately follows the issuance of an occupancy permit for the Building ("First Tax Year").**
- 2. Second Tax Year: Fifty percent (50%) of the Taxing Body's portion of the Real Estate Property Taxes on the Property shall be abated for the second full Tax Year following the issuance of an occupancy permit for the Building ("Second Tax Year").**



**3. Third Tax Year: Twenty-five percent (25%) of the Taxing Body’s portion of the Real Estate Property Taxes on the Property shall be abated for the third full Tax Year following the issuance of an occupancy permit for the Building (“Third Tax Year”).**

The dollar amount abated in any year shall not exceed the amount of taxes attributable to the construction of the improvements on the Property.

The Taxing Body shall not be obligated to abate Real Estate Property Taxes if a temporary or permanent occupancy permit for the Building has not been issued by the Village of Plainfield within four years of the date of this Agreement.

The Taxing Body shall be required to complete any and all filings and other legal requirements to accommodate the abatements provided for under this Agreement. In addition, in the event that a personal property tax abatement becomes available the parties agree that the Applicant may apply for that abatement in addition to the abatement agreed upon hereunder.

C. Misrepresentation:

Should a material misrepresentation be discovered regarding Applicant’s Application for Tax Abatement filed with the Taxing Body, or any other documentation submitted to the Taxing Body, 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 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.

D. Assessment

The Supervisor of Assessments and the Na-Au-Say Township Assessor shall assess the Property and its improvements in accordance with the Illinois Property Tax Code and other applicable laws and regulations.

E. Tax Objections and Assessment Appeals:

Except in the case of a typographical or ministerial error, the Applicant agrees not to file an objection to the Real Estate Property Taxes levied by the Taxing Body, 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.~~ Except for a case of a typographical or ministerial error, should the Applicant file an objection to the Real Estate Property Taxes levied by the Taxing Body, tender payment under

protest, or file any appeal of the assessment, the Applicant ~~shall have~~ may be deemed in defaulted on the terms of this Agreement and the Applicant ~~agrees to and shall~~ may be required to repay to the 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.

F. 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. All improvements on the Property shall be constructed in compliance with all plans and specifications approved by each governmental agency having any jurisdiction over any portion of the work.

Applicant, its officers, employees, subcontractors, and agents agree not to commit unlawful discrimination/ unlawful harassment and further 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, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, and all applicable rules and regulations. Applicant, its officers, employees, subcontractors, and agents shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations.

All parties affirm no officer or elected official of the Taxing Body has a direct or indirect pecuniary interest in Applicant or this Agreement, or, if any officer or elected official of the Taxing Body does have a direct or indirect pecuniary interest in Applicant or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

Applicant certifies that Applicant, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act). Applicant further certifies by signing the Agreement that Applicant, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer's or employee's official capacity. Nor has Applicant made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.

The Applicant shall not violate any environmental, zoning, or building code, ordinance, rule, or regulation of the United States of America, State of Illinois, the County of Kendall, or Village of Plainfield. 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, the Taxing Body has the right to terminate the tax abatements.

G. Termination:

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

H. Payment of Taxes:

The Applicant shall pay all bills for Real Estate Property Taxes when due. The Taxing Body's abatement of Real Estate Property Taxes shall be contingent upon the Applicant's timely payment. If Applicant fails to pay its billed Real Estate Property Taxes in full on or before the due date of such tax bills for any Tax Year during the term of this Agreement, the full unabated Real Estate Property Taxes for that Tax Year shall become due and owing and the Taxing Body shall be under no obligation to abate Real Estate Property Taxes for the remaining term of the Agreement.

**IV. MISCELLANEOUS**

A. Guarantee of Authorization:

Each party signing this Agreement represents, warrants, and guarantees to the other party 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 Body and the Applicant have each been duly authorized by all necessary action on the part of each.

B. Default:

If the Applicant fails to meet any of its obligations under this Agreement, the Taxing Body may terminate its abatement obligations. In the event of such a default by Applicant, Applicant agrees to and shall repay the Taxing Body 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 pursuant to this Agreement.

C. 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.

D. No Assignment or Transfer:

The abatement is ~~specifically~~ granted to the Applicant, upon conveyance or transfer of the Property, and shall run with the land and benefit the successors and assigns of the Applicant so long as such successor and/or assign executes an assignment and assumption of the rights and obligations of Applicant set forth in this Agreement, the form of which assignment and assumption shall be subject to the prior approval of the Taxing Body, which approval shall not be unreasonably withheld or delayed. In the event that the Applicant ceases operation on the Property for a period of more than twelve (12) consecutive months or transfers title of the Property without assigning the rights and obligations of this Agreement to its successor or assign with the approval ~~consent~~ of the Taxing Body as set forth in the prior sentence, the abatement shall immediately terminate and the Taxing Body shall have the right to require the Applicant to repay the total sum of all previously abated taxes.

E. Successors of Taxing Body:

This Agreement shall be binding upon the Taxing Body, their successors, and their assigns, ~~notwithstanding the provisions of paragraph D.~~

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. Venue for any legal proceedings among the parties 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:

(1) 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 Body

assumes 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.

The Applicant receiving the abatement agrees to indemnify, hold harmless and defend, with counsel of the Taxing Body's own choosing, the Taxing Body and their past, present and future board members, elected officials, insurers, employees, and agents (the "Taxing Body Releasees") from, and against such claims, damages, demands, expenses, liabilities and losses of any nature whatsoever to the extent resulting from ~~this Applicant's acts or omissions~~ Agreement, including, but not limited to those resulting from: (1) ~~t~~The construction, improvement and development activities of Applicant, its agents, contractors, and subcontractors with respect to the development or improvement of its property; and (2) Applicant's performance or alleged failure to perform its obligations pursuant to this Agreement. The obligation to indemnify created hereunder extends to indemnifying the Taxing Body Releasees 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 taxes declared unconstitutional, invalid, or otherwise void. Further, the obligation to indemnify extends to paying any damages assessed against the Taxing Body Releasees as a result of any actions taken under this Agreement.

Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this section of the Agreement unless the Kendall County State's Attorney has pre-approved the appointment of the attorney to represent the Taxing Body Releasees. The Taxing Body Releasees' participation in their defense shall not remove Applicant's duty to indemnify, defend, and hold them harmless, as set forth above. The Taxing Body Releasees 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 Agreement.

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

To the extent permitted by law, the Taxing Body granting the abatement agrees to indemnify, hold harmless and defend, with counsel of the Applicant's own choosing, the Applicant its agents, contractors, and subcontractors with respect to the development or improvement of its property (the "Applicant Releasees") from, and against such claims, damages, demands, expenses, liabilities and losses of any nature whatsoever to the extent resulting from the Taxing Body's acts or omissions, including, but not limited to those resulting from the Taxing Body's performance

or alleged failure to perform its obligations pursuant to this Agreement. The obligation to indemnify created hereunder extends to indemnifying the Applicant Releasees 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 taxes declared unconstitutional, invalid, or otherwise void. Further, the obligation to indemnify extends to paying any damages assessed against the Applicant Releasees as a result of any actions taken under this Agreement.

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. Waiver:

Any party's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

K. Entire Agreement/Amendment:

This Agreement represents the entire agreement between the parties regarding its subject matter 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 regarding its subject matter and may not be modified except in writing acknowledged and signed by the Taxing Body and the Applicant.

L. 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.

M. 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.

THE PARTIES TO THIS AGREEMENT by their signature acknowledges that they have read and understand this Agreement and intend to be bound by its terms.

**Exel, Inc. dba DHL Supply Chain (USA)**

By:

\_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
Date

THE PARTIES TO THIS AGREEMENT by their signature acknowledges that they have read and understand this Agreement and intend to be bound by its terms.

**The County of Kendall**

BY:

\_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
Date

ATTESTED:

\_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
Date



**AGREEMENT  
FOR  
*Exel, Inc. dba DHL Supply Chain (USA)*  
ABATEMENT OF REAL PROPERTY TAXES**

**EXHIBIT "A"**

Commonly known as:

Permanent Index No.: 06-12-200-002; 06-12-200-007

Legal Description: Legal Description for Building

**AGREEMENT  
FOR  
*Exel, Inc. dba DHL Supply Chain (USA)*  
ABATEMENT OF REAL PROPERTY TAXES**

**EXHIBIT “B”**

*Site Plan Depicting the Building*

***{See Attached}***

**AGREEMENT  
FOR  
*Exel, Inc. dba DHL Supply Chain (USA)*  
ABATEMENT OF REAL PROPERTY TAXES**

**EXHIBIT “C”**

**Notices shall be sent to:**

**EXEL’S CONTACT INFORMATION**

[Exel Inc. d/b/a DHL Supply Chain](#)  
[360 Westar Boulevard](#)  
[Westerville, OH 43082](#)  
[Attn: Real Estate Solutions and Legal](#)

**COUNTY’S CONTACT INFORMATION**

EN20850.Public-20850 4874-1990-9195v4y4



## COUNTY OF KENDALL, ILLINOIS

**SCOTT KOEPPEL**

**COUNTY ADMINISTRATOR**

111 WEST FOX STREET, SUITE 316

YORKVILLE, ILLINOIS 60560

skoeppe@kendallcountyil.gov

630.553.4171

February 13, 2023

TO: Economic Development & Administration Committee

RE: Property Tax Abatement Request from the MEDC

### **REQUEST:**

The Montgomery Economic Development Corporation (MEDC) is requesting the following:

*The goal is to get a 75% 10 year abatement from the school district & County. If this is an issue, consideration for 75% the 1<sup>st</sup> 5 or 7 years could work, with a sliding scale for the remainder.*

*Discussion on claw backs concerning jobs created or any other condition are being discouraged since the abatement only occurs after the investment is made and the property fully assessed.*

*Hopefully it is understood by all, claw backs destroy the incentive to begin with as they create a liability however let us get some numbers to determine if we can assist in the getting the project.*

Details on the Project:

Phase 1: Build 500,000 sf building with a =300 spot railyard. Estimated date summer 2024. Employee Count 80-90. Salary range Customer Service, Packaging/Production Operators, Maintenance Technicians & Forklift Operators – Wage \$20-30 per hour; Management Staff \$60,000 - \$170,000. Estimated project value \$75 – 90 MM

Phase 2: Expansion of 500,000 sf facility anticipated 5 years later 10-20 additional employees. Estimated project value \$25 – 40MM.

Phase 3: Build a new 300,000 sf building with an adjacent rail spur with an estimated date of end of 2025. Employee count 30-40. Estimated project value \$35 – 50MM

County Staff asked the following questions:

*Why is the term and level of the abatement so large? The property is in Kendall County and is an undeveloped farm that has been in the region for decades. One of the best developers/buyers in the industry is in the process of purchasing and developing the parcel and has a series of tenants*

interested. The development costs are extremely high and an incentive is being addressed as an effort to help move the project forward.

Why are only the School District and County being asked to abate their taxes? MEDC has no problem addressing these entities, however MEDC has focused **on the numbers that make the most sense as well as the NEED for some answers, before the deal moves elsewhere.** It is **NOT** necessary to have all taxing bodies included, (No Fire department) nor do the numbers have to be exactly the same. (1) reason is timing and greed. The client did not ASK for EVERY taxing body to participate. It would take a lot more time to reach out to each and every taxing district. However, If this is a problem, this can be addressed in the future as we move forward.

### PROPERTY LOCATION:



**CURRENT PROPERTY TAX BREAKDOWN:**

District	Tax Rate	Extension	Percentage
SCHOOL DIST 308	6.35497	\$2,414.25	66.62%
OSWEGO FPD	0.67103	\$254.92	7.03%
COUNTY	0.60157	\$228.54	6.31%
JR COLLEGE #516	0.46983	\$178.49	4.93%
VILL OF MONTGOMERY	0.434	\$164.88	4.55%
FOX VALLEY PARK	0.43391	\$164.84	4.55%
OSWEGO LIBRARY DIST	0.25813	\$98.06	2.71%
FOREST PRESERVE	0.16201	\$61.55	1.70%
BRISTOL TOWNSHIP	0.08844	\$33.60	0.93%
BRISTOL ROAD DISTRICT	0.06509	\$24.73	0.68%
<b>TOTAL</b>	<b>9.53898</b>	<b>\$3,623.86</b>	

**STAFF RECOMMENDATION:**

**Staff recommends a 5 year abatement with an average level of 50% assuming that an application is filled out, all of the taxing bodies participate, and clawback provisions are included. The additional two years should help offset the large infrastructure costs.**

The owner has not submitted a Kendall County Application for Tax Abatement. However, enough information was provided for staff to make a recommendation based on the guidelines in the application.

The project meets the Goals and Objectives of the county application. The project is also an eligible project.

The county application process contemplates the following:

*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.*

The Abatement Terms and Levels from the county application are:

*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.*

While the county’s application allows for different term and levels staff is concerned with the precedent of a 10 year abatement of 75%. The Economic Development Committee approved 3 abatements in 2021 and 2022. All of the abatements were for a 3 year term and a average level of 50%. In addition, past the Economic Development Committee has voiced support for longer term

and higher levels of abatement if the business will contribute a sales tax or have several high paying jobs. This project does not meet those qualifications.

Clawback Provisions from the county application:

*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 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.*

The MEDC requested no clawbacks.

To: Scott Koeppel  
From: Jake Finley; Chief Executive Officer, Karis Acquisitions, LLC  
Re: Property Tax Abatement Request Relating to Karis Acquisitions Project (Montgomery, IL)

Hello Mr. Koeppel. My name is Jake Finley and I am the CEO of Karis Acquisitions, LLC (Karis). Karis is the contract purchaser of a 200-acre site in Montgomery and plans to develop that site with a \$280-\$440 million industrial project. We have been working with Charlene Coulombe, the Executive Director of the Montgomery Economic Development Commission (MEDC), concerning our project, including the potential for property tax abatements that we could use to attract industrial end users to the project. Obtaining property tax abatements is important to the viability of our project. In fact, we have already applied to the Upper Illinois River Valley Development Authority (UIRVDA) to extend their Enterprise Zone to include our site – doing so would allow us to seek property tax abatements beyond the general statutory limit that caps total abatements at \$4 million. We are happy to report that the UIRVDA Board, at its meeting last week, unanimously supported our request to expand the Enterprise Zone.

Ms. Coulombe has relayed to us some questions that the County staff posed concerning our property tax abatement request. This memorandum provides some information in response to those questions and further explains the basis for Karis' incentives request.

Attached to this letter is a formal application to the County of Kendall for property tax abatement incentives for the project. However, I understand that the Economic Development and Administration Committee of the County Board meets Thursday to discuss our request and I wanted to get this information to you quickly, in the hope that it will be useful to your discussion with the Committee. While our formal application will include more detail concerning the project, please feel free to contact me if you have any questions about our project or this memorandum.

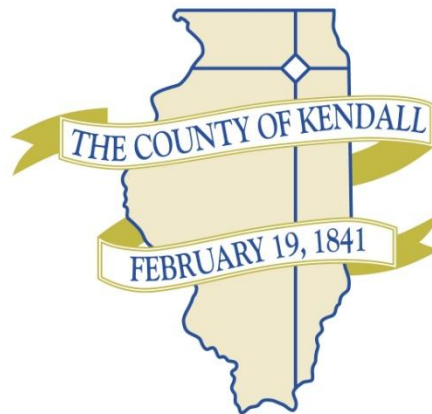
- 1. County Staff Question: Why is the term and level of the abatement so large?** We expect our project to have a value of between \$200 million and \$250 million. A 3-5 year partial abatement is not sufficiently impactful for such a project. To provide a meaningful incentive for a project of that size, a typical incentive term is 15, 20, or more years. For example, the property immediately east of our parcel (the closed Caterpillar plant) has the benefit of a 23-year TIF district, which is the standard life of a TIF district – and some are as long as 35 years. Also, the UIRVDA Enterprise Zone has an initial term of 15 years and is potentially renewable for another 10 years beyond that. To attract a new, nine-figure development, such as the Karis project, a longer incentive term is necessary for the developer to recoup a meaningful portion of its investment and to compete with other municipalities and counties in the Chicago Metropolitan Area, who are courting the same project and who are willing to offer longer terms. In fact, we are competing against another municipality and county to attract Ravago, an international plastics manufacturer and distributor, who would be the occupant of the south 100 acres of our site.
- 2. County Staff Question: Why are only the School District and County being asked to abate their taxes?** Other taxing districts are also being asked to contribute to the incentives package. We understand that MEDC has asked the Village and Waubonsie Community College to participate in the property tax abatement. In addition, we have had discussions with Village staff about other Village-based incentives, including permit fee waivers and abated municipal utility taxes. If all four of those tax districts (school district, county, community college, and village) agree to incentives, then four of the top five property tax recipients will have agreed to incentives. With respect to Oswego Fire Protection District (the 2<sup>nd</sup> largest property tax recipient), MEDC recommended that we not seek an incentive from them, because the large manufacturing and industrial users that will occupy our site might occasionally require fire protection services – in contrast, they will likely not require any school district, county, or community college services. While Karis does not



object to all taxing districts being included, we want to be practical and time is of the essence. We want to close our deals with Ravago (the expected occupant of the south 100 acres) and the expected industrial user for the north 100 acres before they elect to go elsewhere. If we are compelled to wait until every one of the taxing districts has agreed to an incentive, we risk losing these end users to another county and another municipality.

3. **Claw-Back Provisions:** Karis does not object to a claw-back provision triggered by a business ceasing operations at the site during the term of the abatement agreement. However, the claw-back should be on a sliding scale – e.g., if the term of the abatement agreement is ten years, and a business ceases operations in Year 9, the claw-back should not be 100%; rather the amount of the claw-back should reflect an equitable portion of the amount previously abated. Claw-back provisions tied to other factors (such as the numbers of jobs) are counter-productive because they can be triggered by factors completely out of the control of the business (e.g., workforce shortages and recession), they would hit the business hard at a time when it needs the incentive the most, and they could be triggered, even if the business continues operations and is generating significant EAV.
4. **Appeal of Assessed Value / Objecting to Property Taxes:** For any owner of commercial property, its ability to protect the equitable assessment and taxation of its property is paramount. As such, Karis is generally opposed to waiving any right to appeal the assessed value of its property. However, if the participating taxing districts are willing to agree to a 10-year abatement term, Karis would agree to waive, for the first three years of the abatement, its ability to object to the assessed value of its property. However, Karis must reserve its ability to object to a tax that is beyond the authority of a taxing district (i.e., ultra vires).
5. **Commencement and Term of Abatement by Phase:** Because this is a multi-phase project, the abatement agreement should provide that each phase will have its own abatement period - the abatement for a phase would commence in the first year that the new building(s) within that phase has been assessed. In addition, if the term of an abatement for a particular phase extends beyond the life of the UIRVDA Enterprise Zone, as it may be extended, then the taxing districts will rely on their general property tax abatement authority to abate the remaining years of the term, up to the lesser of the statutory maximum (a cap of \$4 million for all taxing districts) or the amount to be abated in the remaining term. The current term of the UIRVDA Enterprise Zone expires in 2032 and we expect UIRVDA to seek and obtain an extension – the provision described in the preceding sentence would apply only if the term of the UIRVDA Enterprise Zone is not extended.

## **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: 630.385.3000*

*Fax: 630.553.4214*

*E-Mail [kendalledc@co.kendall.il.us](mailto:kendalledc@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 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.

Name of Company: Karis Acquisitions, LLC

Corporate Address: 10 N. Martingale, Suite 450, Schaumburg, IL 60173

Company Contact Person: Jake Finley, CEO

Address: 10 N. Martingale, Suite 450, Schaumburg, IL 60173

Phone: 630-448-9050 ; Email: jfinley@kariscold.com

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

Proposed Location in Kendall County: Approximately 204 acres of undeveloped land near the southeast corner of Orchard Road and Caterpillar Drive in the Village of Montgomery

PIN #: 02-01-400-007, 02-01-400-003, 02-12-200-003, 03-07-201-003  
South Site - Phase 1: May 1, 2023; Phase 2: 2029; Phase 3: 2025

Proposed start of Construction: North Site - End of 2023

Proposed start up of Operations: July 31, 2024

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

The property is proposed to be developed with two separate facilities. Ravago is the leading prospective purchaser of the southern approximately 100 acres ("South Site") and proposes to develop the South Site as a regional headquarters and distribution center, including manufacturing, rail yard, laboratory, office, and conference center facilities relating to production and distribution of polymers, chemicals, and building materials. The northern approximately 97.6 acres of the property ("North Site") is proposed to be developed as a build-to-suit traditional warehousing/distribution or a build-to-suit cold storage facility.

**EMPLOYMENT**

What specific jobs will be created? If phased employment is planned please provide details. Use additional pages if necessary.

Job Title	Mgt., Supv., or Worker	Occupational Code	Number of Jobs			Wages/ Salaries*	
			Initial	After Year 1	After Year 2	Starting	Maximum
See attached.							

*\*Not Including Benefits*

Explanation and details of work force.

See attached.

**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	See attached.		
Dental Insurance			
Vision Insurance			
Pension Plan Defined Benefit 401(K)			
Disability			
Life Insurance			
Other Benefits (please specify)			





**IMPACT UPON INFRASTRUCTURE**

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

Planned utilities and infrastructure for both the South Site and North Site are depicted on the enclosed preliminary engineering drawings. Improvements include construction of new public roadway improvements; stormwater drainage and detention facilities; facilities for gas, electric, and public water and sanitary sewer utility service to both sites; and rail yard improvements for the South Site.

How will they be funded?

All improvements will be privately funded. The requested property tax abatement and other development incentives are being requested to offset the private investment necessary to complete both developments. In addition to property tax abatements, Karis is seeking municipal permit fee waivers and municipal utility tax rebates from the Village of Montgomery and extension of the Upper Illinois River Valley Development Authority's (UIRVDA) existing Enterprise Zone to include the entire development site. The UIRVDA Board, at its February 14, 2023 meeting, unanimously supported Karis's request to expand the Enterprise Zone.

**IMPACT UPON THE ENVIRONMENT**

A. Will there be any pollution of air, water, soil, sound, etc.? If so, please describe?

The building on the South Site is planned to be LEED Platinum Certified, and solar panels will be installed on the roof for all three building phases. Additional environmental impacts are not known at this time.

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.

See attached.

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.

Unknown at this time.

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.

The development site is located in the Village of Montgomery. The applicant is familiar with the Montgomery Zoning Code and other applicable local ordinances and has applied to Montgomery for approval of a preliminary planned unit development and related zoning and subdivision approvals (see additional information below). The proposed facilities will meet or exceed all applicable local ordinance standards.

**APPROPRIATE LOCATION**

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

Village of Montgomery

What is the current zoning?

B-2 (northern portion) and M-2 (southern portion)

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

Under the Village of Montgomery's 2035 Comprehensive Plan, the southern portion of the site is identified as appropriate for Heavy Industrial development. The northern portion of the site is identified as appropriate for Light Industrial/ Business Park development, with the exception of a small portion fronting on Orchard Road that is planned for Regional Commercial development. The majority of the area planned for Regional Commercial is proposed to remain zoned B-2 and is not part of the proposed development site identified in this application.

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

See attached plans.

I, Jake Finley, 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

**County of Kendall  
Application for Tax Abatement**

**Supplemental Information**

**EMPLOYMENT**

*What specific jobs will be created? If phased employment is planned, please provide details.*

**South Site (Phases 1 and 2 only):**

Job Title	Mgt, Spv., or Worker	Occupational Code	Number of jobs			Wages / Salaries (not incl. benefits)	
			Initial	After Year 1	After Year 2	Starting	Maximum
Customer Service	Worker		10	12	14	\$20 / hr	\$30 / hr
Packaging / Production Operators	Worker		35	39	41	\$20 / hr	\$30 / hr
Maintenance Techs	Worker		6	7	8	\$20 / hr	\$30 / hr
Forklift Operators	Worker		20	23	28	\$20 / hr	\$30 / hr
Management	Management		9	9	9	\$60,000	\$170,000
<b>TOTAL</b>			<b>80</b>	<b>90</b>	<b>100</b>		

**North Site (Estimated\*):**

Job Title	Mgt, Spv., or Worker	Occupational Code	Number of jobs			Wages / Salaries (not incl. benefits)	
			Initial	After Year 1	After Year 2	Starting	Maximum
Customer Service	Worker		13	18	19	\$20 / hr	\$30 / hr
Packaging / Production Operators	Worker		36	48	55	\$20 / hr	\$30 / hr
Maintenance Techs	Worker		7	8	8	\$20 / hr	\$30 / hr
Forklift Operators	Worker		25	30	30	\$20 / hr	\$30 / hr
Management	Management		8	9	10	\$60,000	\$170,000
<b>TOTAL</b>			<b>89</b>	<b>113</b>	<b>122</b>		

\* These are conservative estimates. However, the number of jobs, job titles, and wages/ salaries for North Site will depend on the end user.

*Explanation and details of work force.*

**South Site:**

Phase 1 and Phase 2: The facility will function as Ravago's primary plastic resin distribution center to serve customers in the Greater Chicago market. The facility will be utilized to store loaded railcars, transload resin from railcar to bulk truck, package resin from railcar to box, and warehouse packaged resin. The facility will also include a marquee office space with built out conference space to serve as a regional headquarters for Ravago.

- Phase 1: Employee Count: 80-90 (full-time equivalent)
- Phase 2: Expansion of Phase 1 facility: Employee Count: 10-20 additional (full-time equivalent)

Phase 3: The facility will function as Ravago's primary chemical distribution center to serve customers in the Greater Chicago market and will act as a hub to distribute product across North America. The facility will be utilized to store loaded railcars, transfer chemicals from railcar to tote, and warehouse packaged chemicals.

- Phase 3: Employee Count: 30-40 (full time equivalent)

**North Site:**

Karis plans to develop the North site as a built-to-suit dry (traditional) warehousing/ distribution facility or cold storage facility. This type of user is expected to generate at least 100-200 new jobs, and the information provided above is an estimate based on industry standards. The exact number of jobs created, specific job titles, and wages or salaries will be dependent on the end user.

## EMPLOYEE BENEFITS

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

### South Site:

Fringe Benefit	Type of Benefit	Company Portion (Annual %)	Employee Portion (Annual %)
Medical Insurance	PPO United Health Care Choice Plus	~89%	~11%
Dental Insurance	PPO Cigna Dental Coverage	~88%	~12%
Vision Insurance	PPO Cigna Vision Coverage	~0%	~100%
Pension Plan 1. Defined Benefit 2. 401 (K)	1. None 2. 401(k) – Fidelity Investments (Retirement Benefit)	Up to 6% Match	IRS maximum contribution limit is \$22,500. (Age 50+ can contribute an additional \$7,500)
Disability	Voya Short Term Disability (25 weeks)	60% (Up to 2,000 weekly max)	0%
Disability	Voya Long Term Disability (Kicks in on the 26 <sup>th</sup> week)	60% (Up to 10,000 monthly max)	0%
Life Insurance	Voya Basic Life Insurance (2x employee annual wage)	100%	0%
Voluntary Life Insurance	Voya Voluntary Life	0%	100%
Voluntary Supplemental Insurance	Voya Voluntary Insurance (Critical Illness, Accident (off the job), and Hospital Indemnity)	0%	100%
Other Benefits (Please specify)	Wellness Benefits (Employee Assistance Program Smart Dollar Program, Etc.)	100%	0%
Other Benefits (Please specify)	Legal and Identity Insurance	0%	100%
Other Benefits (Please specify)	Educational Incentives (Tuition Reimbursements)	0-100% based on qualification / grades (Cap of \$5,000 per year)	0-100% based on qualification / grades

### North Site:

Detailed information regarding employee benefits will be dependent on the end user.

## VALUATION ANALYSIS

*What is the estimated cost of the completed facilities?*

### **South Site:**

Cost of land and site development:	\$18-\$22 million
Cost of buildings:	Phase 1: \$45-\$55 million Phase 2: \$20-\$30 million Phase 3: \$40-\$50 million
Cost of permanent fixed equipment:	\$20 million (Phase 1 rail improvements)
Cost of pollution control devices:	To be determined.
Cost of non-fixed equipment:	Phase 1: \$30 million Phase 2: \$5 million Phase 3: \$25 million
Cost of installation/ construction:	Included in above numbers
<b>Total Cost:</b>	<b>\$200-\$240 million</b>

### **North Site:**

Cost of land and site development:	\$2.5 million
Cost of buildings:	\$77,500,000 - \$198,000,000
Cost of permanent fixed equipment:	To be determined.
Cost of pollution control devices:	To be determined.
Cost of non-fixed equipment:	To be determined.
Cost of installation/ construction:	To be determined.
<b>Total Cost:</b>	<b>\$80-90 million (traditional warehouse/ distribution) \$200 million (cold storage)</b>

## **IMPACT UPON INFRASTRUCTURE**

*B. Will any hazardous chemicals, products, or waste be used or produced? If so, please specify and indicate how they will be managed. In an EPA permit is necessary, please attach the permit, or if not yet received, attach a copy of the application.*

### **South Site:**

No hazardous chemicals, products, or waste will be used or produced in connection with Phases 1 and 2 of the development.

Phase 3 will include a chemical distribution warehouse with handling and storage of flammable liquids, flammable solids, oxidizers, corrosives, toxic materials, and Class 9 materials. The Phase 3 building will be designed to properly segment materials and with necessary spill containment, fire protection, and dust collection and remediation facilities. All required permits will be obtained in connection with Phase 3 development.

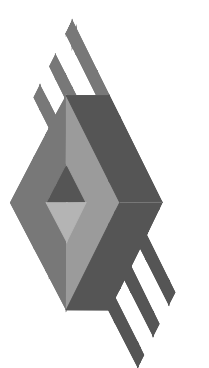
### **North Site:**

Unknown at this time. Any necessary EPA permits and approvals will be obtained as required based on the end user.

No.	Description	Date
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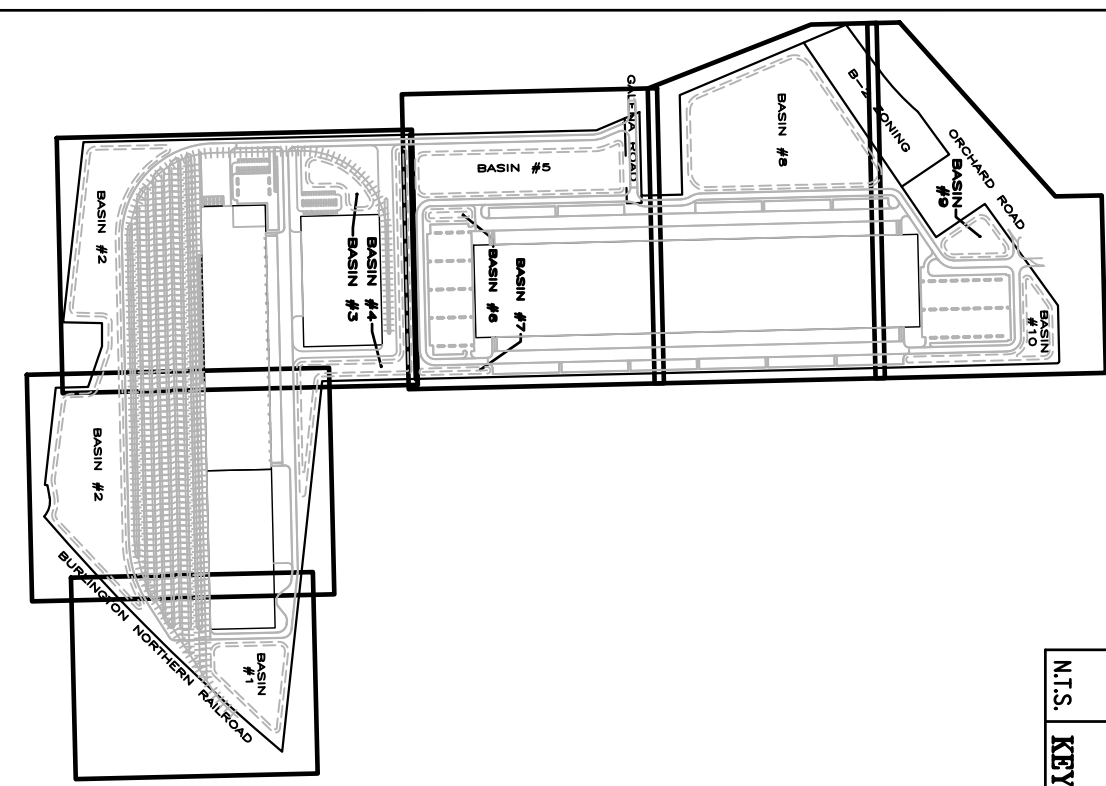
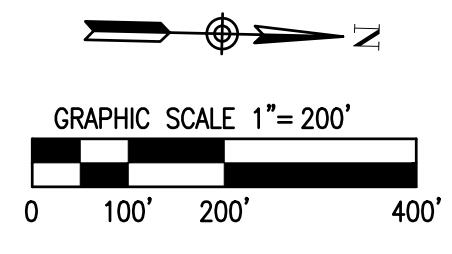
OVERALL EXISTING CONDITIONS & DEMOLITION PLAN		
KARIS CENTER FOR COMMERCE		
DEVELOPMENT SOLUTIONS, INC. & KARIS CAPITOL		
MONTGOMERY, ILLINOIS		

**JACOB & HEFNER ASSOCIATES**  
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 www.jacobandhefner.com



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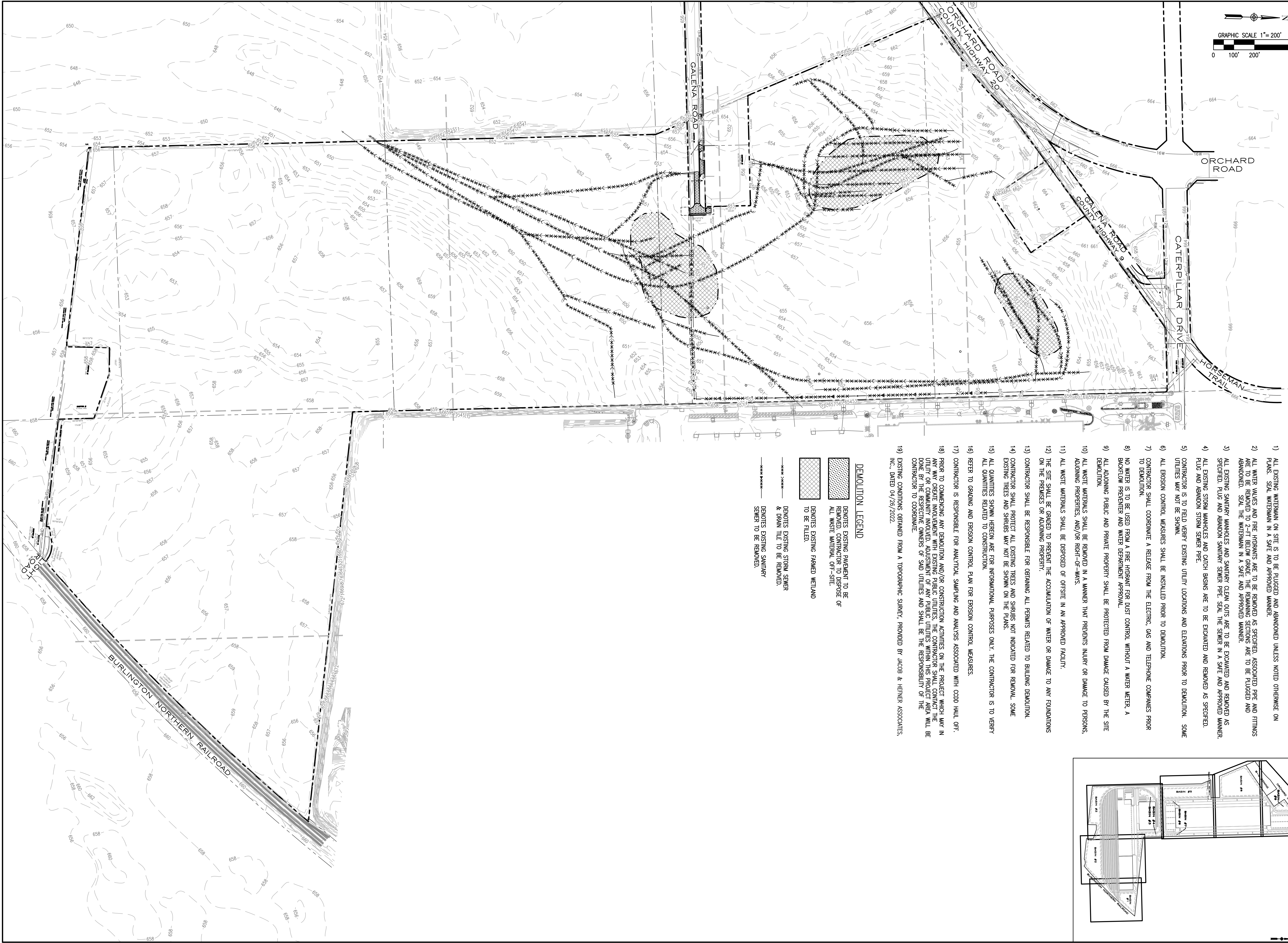
N.T.S. KEY MAP



- DEMOLITION NOTES**
- 1) ALL EXISTING WATERMAIN ON SITE IS TO BE PLUGGED AND ABANDONED UNLESS NOTED OTHERWISE ON PLANS. SEAL WATERMAIN IN A SAFE AND APPROVED MANNER.
  - 2) ALL WATER VALVES AND FIRE HOBRANTS ARE TO BE REMOVED AS SPECIFIED. ASSOCIATED PIPE AND FITTINGS ARE TO BE REMOVED TO 2'-2" BELOW GRADE. THE REMAINING SECTIONS ARE TO BE PLUGGED AND ABANDONED. SEAL THE WATERMAIN IN A SAFE AND APPROVED MANNER.
  - 3) ALL EXISTING SANITARY MANHOLES AND SANITARY CLEAN CUTS ARE TO BE EXCAVATED AND REMOVED AS SPECIFIED. PLUG AND ABANDON SANITARY SEWER PIPE. SEAL THE SEWER IN A SAFE AND APPROVED MANNER. PLUG AND ABANDON STORM SEWER PIPE.
  - 4) ALL EXISTING STORM MANHOLES AND CATCH BASINS ARE TO BE EXCAVATED AND REMOVED AS SPECIFIED. PLUG AND ABANDON STORM SEWER PIPE.
  - 5) CONTRACTOR IS TO FIELD VERIFY EXISTING UTILITY LOCATIONS AND ELEVATIONS PRIOR TO DEMOLITION. SOME UTILITIES MAY NOT BE SHOWN.
  - 6) ALL EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO DEMOLITION.
  - 7) CONTRACTOR SHALL COORDINATE A RELEASE FROM THE ELECTRIC, GAS AND TELEPHONE COMPANIES PRIOR TO DEMOLITION.
  - 8) NO WATER IS TO BE USED FROM A FIRE HOBRANT FOR DUST CONTROL WITHOUT A WATER METER, A BACKFLOW PREVENTER AND WATER DEPARTMENT APPROVAL.
  - 9) ALL ADJOINING PUBLIC AND PRIVATE PROPERTY SHALL BE PROTECTED FROM DAMAGE CAUSED BY THE SITE DEMOLITION.
  - 10) ALL WASTE MATERIALS SHALL BE REMOVED IN A MANNER THAT PREVENTS INJURY OR DAMAGE TO PERSONS, ADJOINING PROPERTIES, AND/OR RIGHT-OF-WAYS.
  - 11) ALL WASTE MATERIALS SHALL BE DISPOSED OFF-SITE IN AN APPROVED FACILITY.
  - 12) THE SITE SHALL BE GRADED TO PREVENT THE ACCUMULATION OF WATER OR DAMAGE TO ANY FOUNDATIONS ON THE PREMISES OR ADJOINING PROPERTY.
  - 13) CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS RELATED TO BUILDING DEMOLITION.
  - 14) CONTRACTOR SHALL PROTECT ALL EXISTING TREES AND SHRUBS NOT INDICATED FOR REMOVAL. SOME EXISTING TREES AND SHRUBS MAY NOT BE SHOWN ON THE PLANS.
  - 15) ALL QUANTITIES SHOWN HEREON ARE FOR INFORMATIONAL PURPOSES ONLY. THE CONTRACTOR IS TO VERIFY ALL QUANTITIES RELATED TO CONSTRUCTION.
  - 16) REFER TO GRADING AND EROSION CONTROL PLAN FOR EROSION CONTROL MEASURES.
  - 17) CONTRACTOR IS RESPONSIBLE FOR ANALYTICAL SAMPLING AND ANALYSIS ASSOCIATED WITH CDDO HAIL OFF.
  - 18) PRIOR TO COMMENCING ANY DEMOLITION AND/OR CONSTRUCTION ACTIVITIES ON THE PROJECT WHICH MAY IN ANY WAY CREATE INVOLVEMENT WITH EXISTING PUBLIC UTILITIES, THE CONTRACTOR SHALL CONTACT THE UTILITY OR COMMUNITY INVOLVED. ADJUSTMENT OF ANY PUBLIC UTILITIES WITHIN THIS PROJECT AREA WILL BE DONE BY THE RESPECTIVE OWNERS OF SAID UTILITIES AND SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE.
  - 19) EXISTING CONDITIONS OBTAINED FROM A TOPOGRAPHIC SURVEY, PROVIDED BY JACOB & HEFNER ASSOCIATES, INC., DATED 04/26/2022.

**DEMOLITION LEGEND**

- DENOTES EXISTING PAVEMENT TO BE REMOVED. CONTRACTOR TO DISPOSE OF ALL WASTE MATERIAL OFF-SITE.
- DENOTES EXISTING FARMED WETLAND TO BE FILLED.
- DENOTES EXISTING STORM SEWER & DRAIN TILE TO BE REMOVED.
- DENOTES EXISTING SANITARY SEWER TO BE REMOVED.

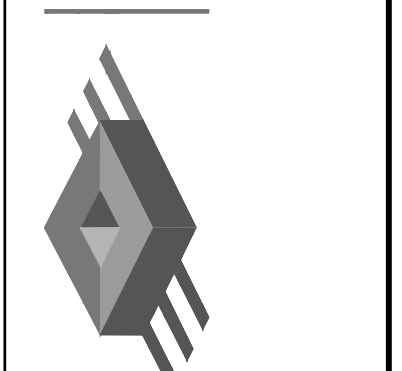




No.	Description
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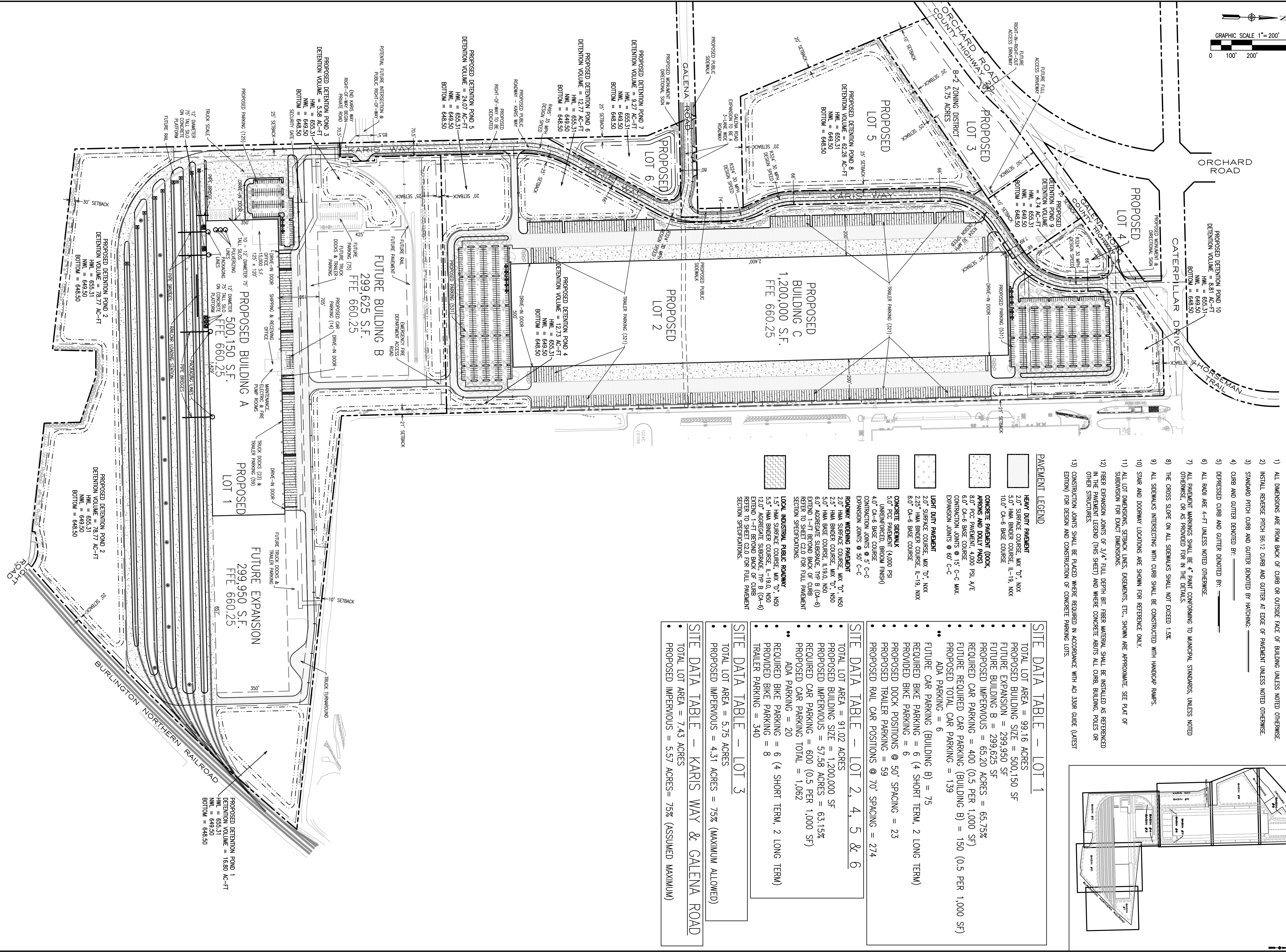
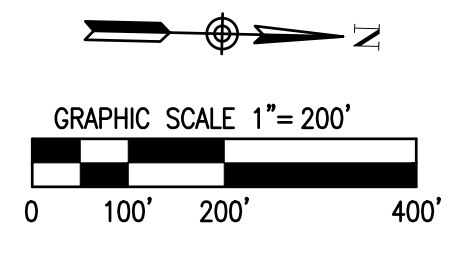
**OVERALL DIMENSIONAL CONTROL & PAVING PLAN**  
**KARIS CENTER FOR COMMERCE**  
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 MONTGOMERY, ILLINOIS

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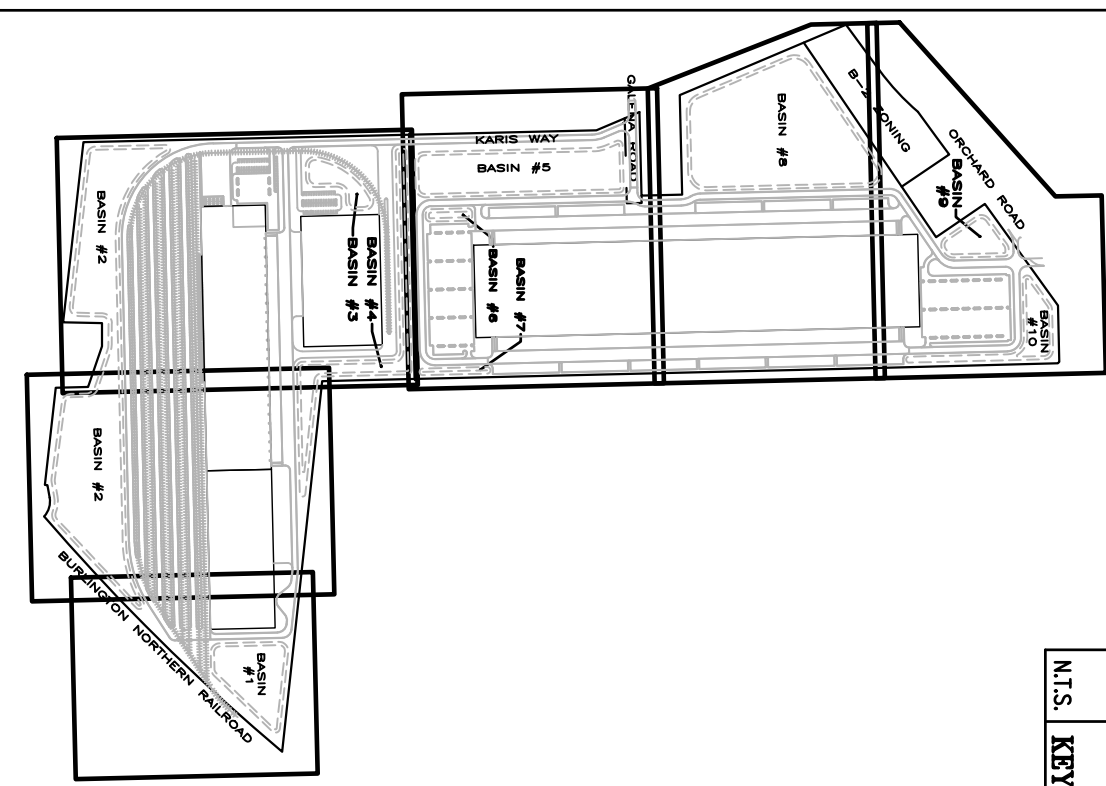


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**1" = 200'**  
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N.T.S. KEY MAP



- GEOMETRIC NOTES**
- 1) ALL DIMENSIONS ARE FROM BACK OF CURB OR OUTSIDE FACE OF BUILDING UNLESS NOTED OTHERWISE.
  - 2) INSTALL REVERSE PITCH 66:12 CURB AND GUTTER AT EDGE OF PAVEMENT UNLESS NOTED OTHERWISE.
  - 3) STANDARD PITCH CURB AND GUTTER DENOTED BY HATCHING: \_\_\_\_\_
  - 4) CURB AND GUTTER DENOTED BY: \_\_\_\_\_
  - 5) DEPRESSED CURB AND GUTTER DENOTED BY: \_\_\_\_\_
  - 6) ALL RAIL ARE 4'-FT UNLESS NOTED OTHERWISE.
  - 7) ALL PAVEMENT MARKINGS SHALL BE 4" PAINT CONFORMING TO MUNICIPAL STANDARDS, UNLESS NOTED OTHERWISE, OR AS PROVIDED FOR IN THE DETAILS.
  - 8) THE GROSS SLOPE ON ALL SIDEWALKS SHALL NOT EXCEED 1.5%.
  - 9) ALL SIDEWALKS INTERSECTING WITH CURB SHALL BE CONSTRUCTED WITH HANDICAP RAMPS.
  - 10) STAIR AND DOORWAY LOCATIONS ARE SHOWN FOR REFERENCE ONLY.
  - 11) ALL LOT DIMENSIONS, SETBACK LINES, EASEMENTS, ETC., SHOWN ARE APPROXIMATE. SEE PLAT OF SUBDIVISION FOR EXACT DIMENSIONS.
  - 12) FIBER EXPANSION JOINTS OF 3/4" FULL DEPTH BIT. FIBER MATERIAL SHALL BE INSTALLED AS REFERENCED IN THE PAVEMENT LEGEND (THIS SHEET) AND WHERE CONCRETE ABUTS ALL CURB, BUILDING, POLES OR OTHER STRUCTURES.
  - 13) CONSTRUCTION JOINTS SHALL BE PLACED WHERE REQUIRED IN ACCORDANCE WITH ACI 308R GUIDE (LATEST EDITION) FOR DESIGN AND CONSTRUCTION OF CONCRETE PARKING LOTS.



- PAVEMENT LEGEND**
- HEAVY DUTY PAVEMENT**
    - 2.0" SURFACE COURSE, MIX D\*, NXX
    - 5.0" HMA BINDER COURSE, IL-19, NXX
    - 1.0" CA-6 BASE COURSE
  - CONCRETE PAVEMENT (DOCK, APRONS AND DOCKY PADS)**
    - 8.0" PCC PAVEMENT, 4,000 PSI, A/E
    - 6.0" CA-6 BASE COURSE
    - CONTRACTION JOINTS @ 15' C-C MAX.
    - EXPANSION JOINTS @ 60' C-C
  - LIGHT DUTY PAVEMENT**
    - 2.0" SURFACE COURSE, MIX D\*, NXX
    - 2.5" HMA BINDER COURSE, IL-19, NXX
    - 8.0" CA-6 BASE COURSE
  - CONCRETE SIDEWALK**
    - 5.0" PCC PAVEMENT (4,000 PSI)
    - UNREINFORCED, BROOM FINISH)
    - 4.0" CA-6 BASE COURSE
    - CONTRACTION JOINTS @ 5' C-C
    - EXPANSION JOINTS @ 50' C-C
  - ROADWAY WIDENING PAVEMENT**
    - 2.0" HMA SURFACE COURSE, MIX D\*, NS0
    - 2.5" HMA BINDER COURSE, MIX D\*, NS0
    - 5.0" HMA BASE COURSE, IL19.0, NS0
    - 6.0" AGGREGATE SUBGRADE, TP B (CA-6)
    - 12.0" AGGREGATE SUBGRADE, TP B (CA-6)
    - REFER TO SHEET C20 FOR FILL PAVEMENT SECTION SPECIFICATIONS.
  - LOCAL INDUSTRIAL PUBLIC ROADWAY**
    - 1.5" HMA SURFACE COURSE, MIX D\*, NS0
    - 5.5" HMA BINDER COURSE, IL-19.0, NS4
    - 12.0" AGGREGATE SUBGRADE, TP B (CA-6)
    - EXTEND 1'-FT BEYOND BACK OF CURB
    - REFER TO SHEET C20 FOR FILL PAVEMENT SECTION SPECIFICATIONS.

**SITE DATA TABLE - LOT 1**

- TOTAL LOT AREA = 99.16 ACRES
- PROPOSED BUILDING SIZE = 500,150 SF
- FUTURE EXPANSION = 299,950 SF
- PROPOSED IMPERVIOUS = 65.20 ACRES = 65.75%
- REQUIRED CAR PARKING = 400 (0.5 PER 1,000 SF)
- FUTURE REQUIRED CAR PARKING (BUILDING B) = 150 (0.5 PER 1,000 SF)
- PROPOSED TOTAL CAR PARKING = 139
- ADA PARKING = 6
- FUTURE CAR PARKING (BUILDING B) = 75
- REQUIRED BIKE PARKING = 6 (4 SHORT TERM, 2 LONG TERM)
- PROVIDED BIKE PARKING = 6
- PROPOSED DOCK POSITIONS @ 50' SPACING = 23
- PROPOSED TRAILER PARKING = 59
- PROPOSED RAIL CAR POSITIONS @ 70' SPACING = 274

**SITE DATA TABLE - LOT 2, 4, 5 & 6**

- TOTAL LOT AREA = 91.02 ACRES
- PROPOSED BUILDING SIZE = 1,200,000 SF
- PROPOSED IMPERVIOUS = 57.58 ACRES = 63.15%
- REQUIRED CAR PARKING = 600 (0.5 PER 1,000 SF)
- PROPOSED CAR PARKING TOTAL = 1,062
- ADA PARKING = 20
- REQUIRED BIKE PARKING = 6 (4 SHORT TERM, 2 LONG TERM)
- PROVIDED BIKE PARKING = 8
- TRAILER PARKING = 340

**SITE DATA TABLE - LOT 3**

- TOTAL LOT AREA = 5.75 ACRES
- PROPOSED IMPERVIOUS = 4.31 ACRES = 75% (MAXIMUM ALLOWED)

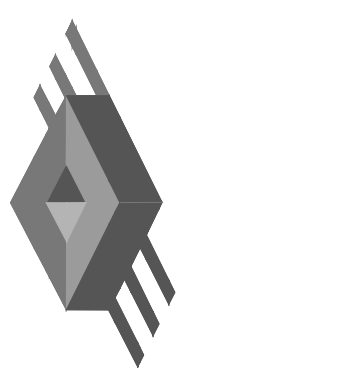
**SITE DATA TABLE - KARIS WAY & GALENA ROAD**

- TOTAL LOT AREA = 7.43 ACRES
- PROPOSED IMPERVIOUS = 5.57 ACRES = 75% (ASSUMED MAXIMUM)

No.	Description
1	ISSUED FOR REVIEW

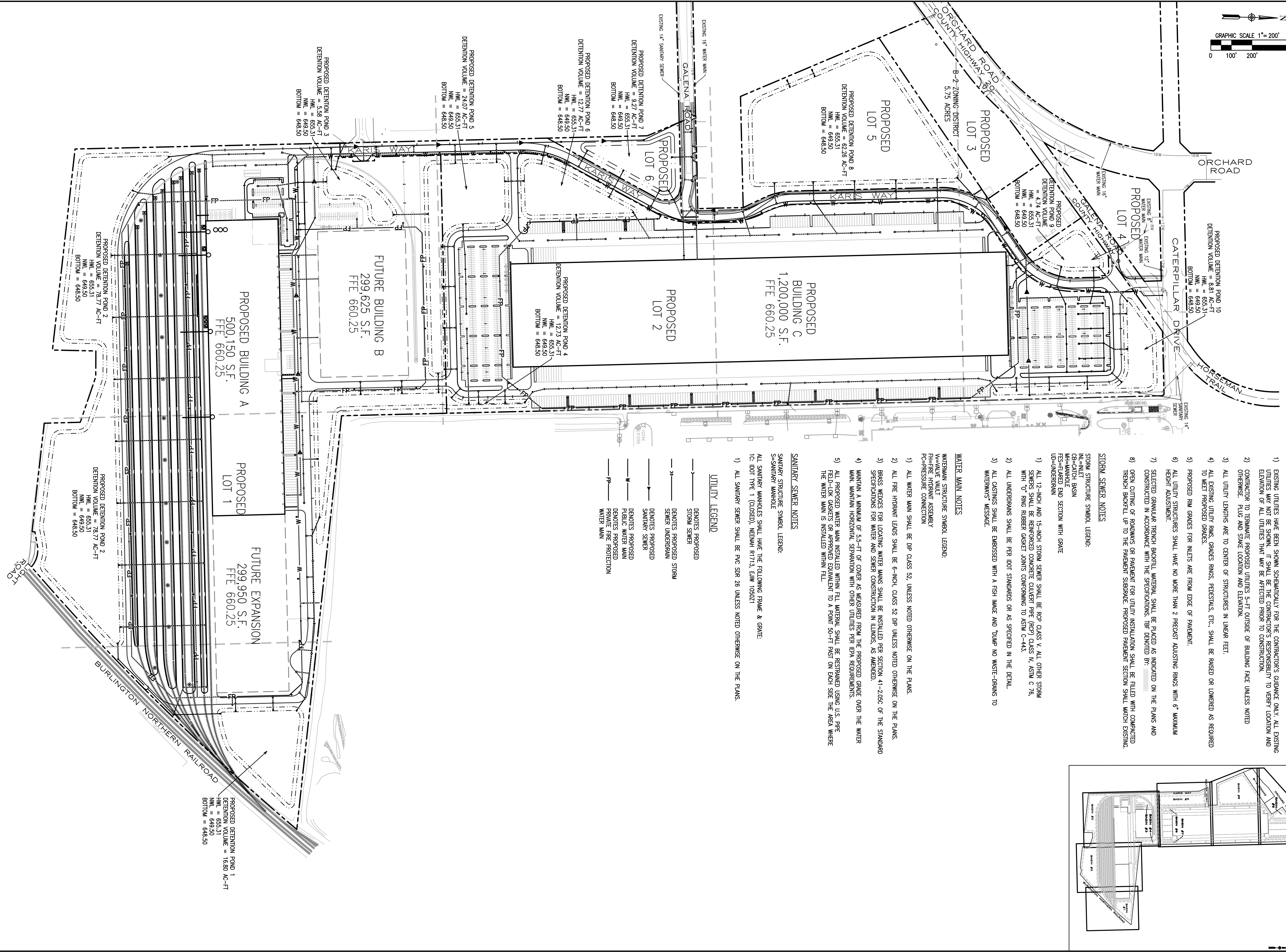
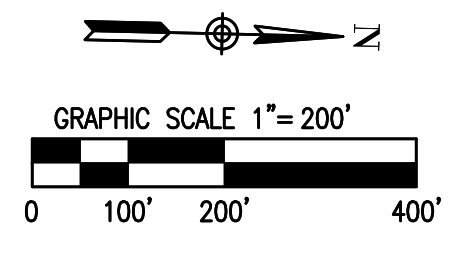
**OVERALL UTILITY PLAN**  
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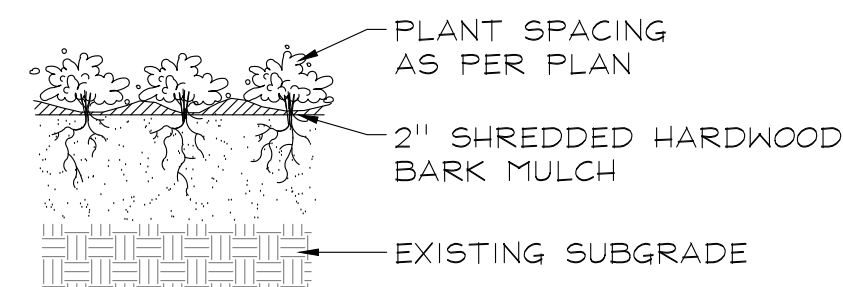


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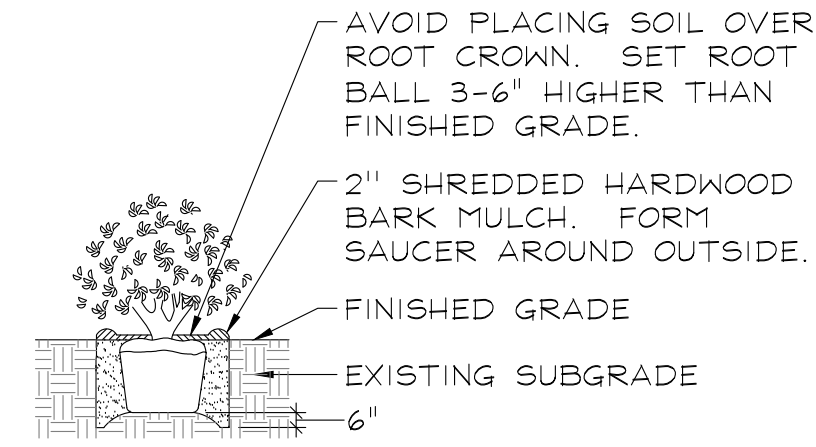
N.T.S. KEY MAP



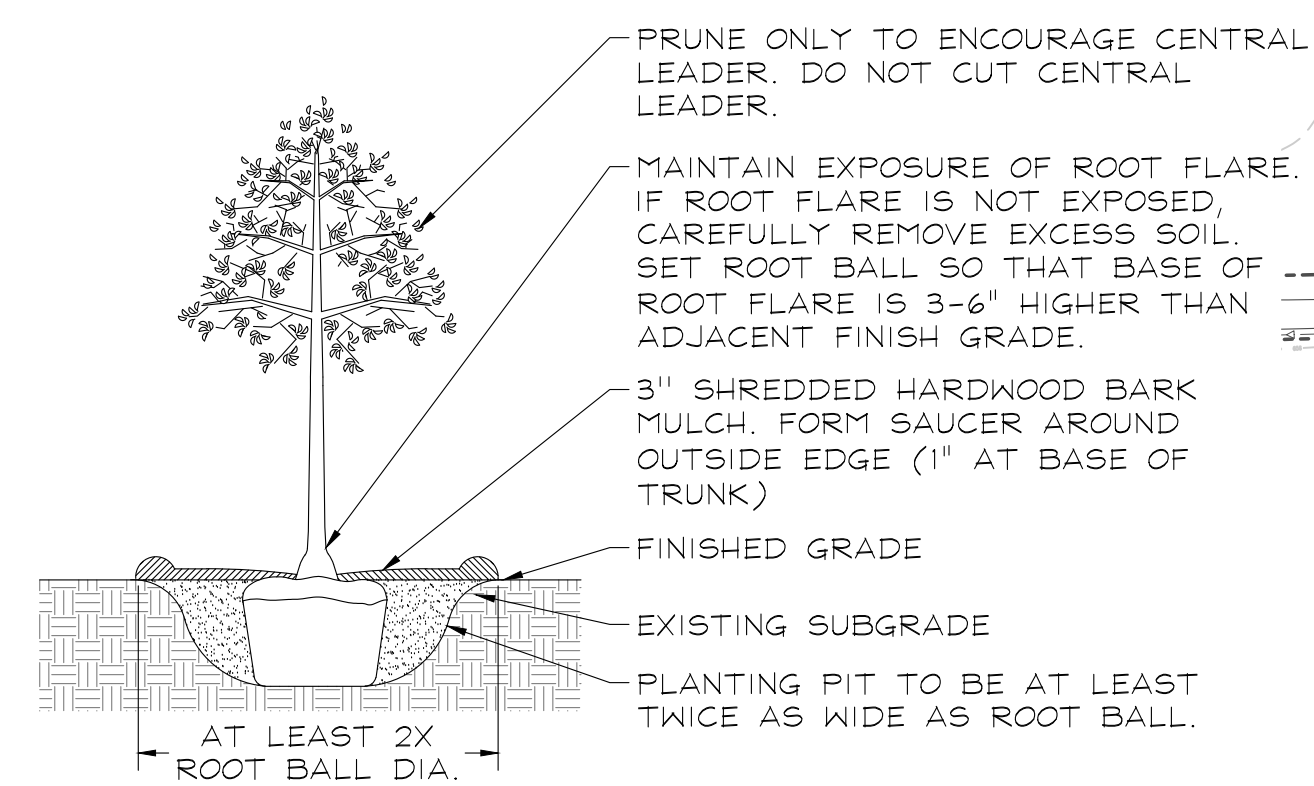
## PLANTING DETAILS



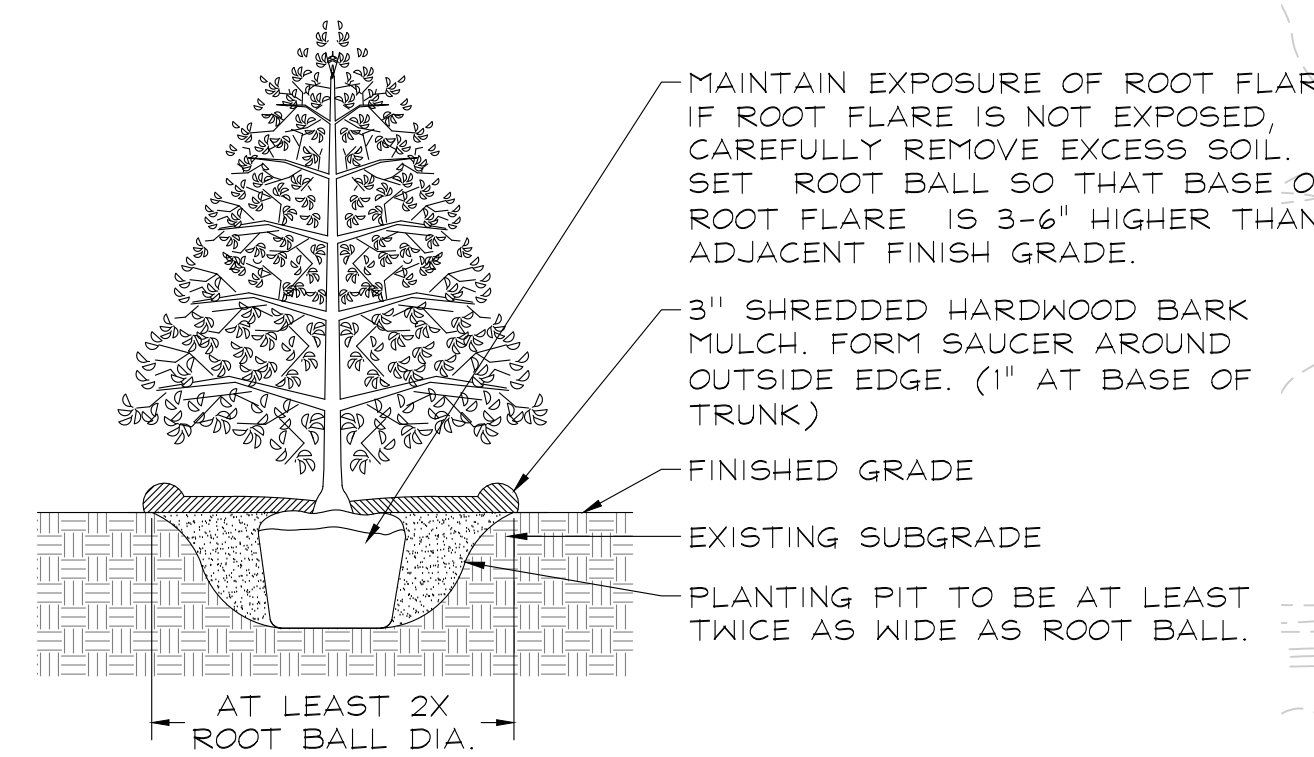
### PERENNIALS AND GROUNDCOVERS NOT TO SCALE



### DECIDUOUS AND EVERGREEN SHRUBS NOT TO SCALE

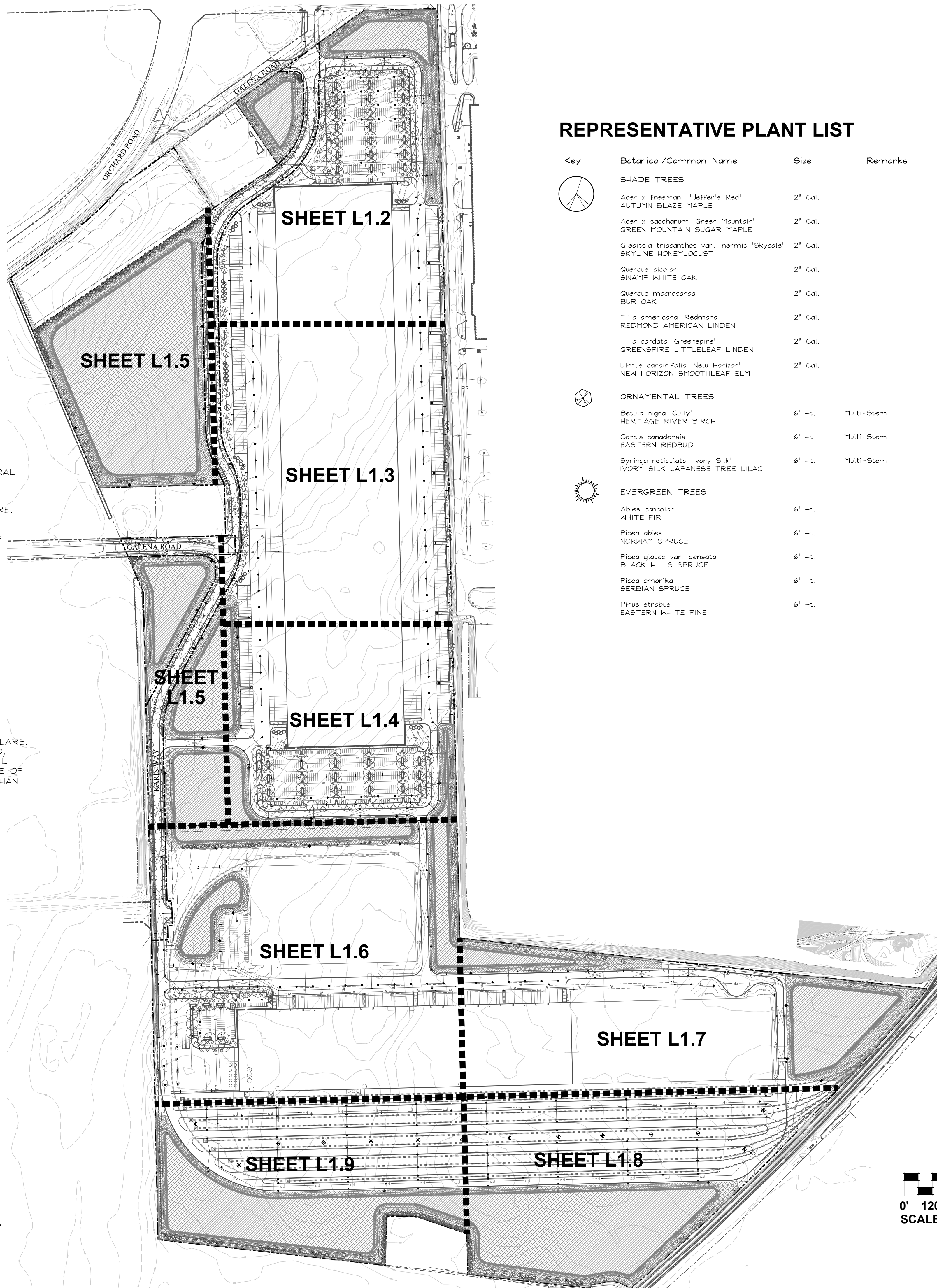


### DECIDUOUS TREES NOT TO SCALE



### EVERGREEN TREES NOT TO SCALE

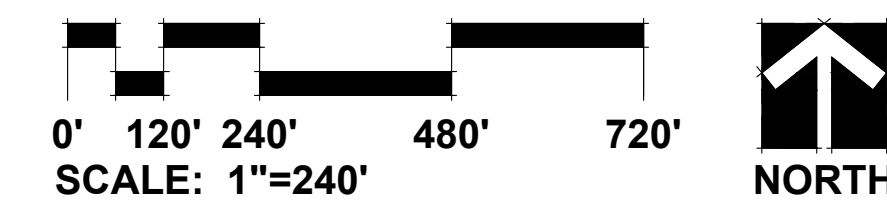
- ## GENERAL LANDSCAPE NOTES
- Contractor shall verify underground utility lines and is responsible for any damage.
  - Contractor shall verify all existing conditions in the field prior to construction and shall notify landscape architect of any variance.
  - Material quantities shown are for contractors convenience only. The Contractor must verify all material and supply sufficient materials to complete the job per plan.
  - The landscape architect reserves the right to inspect plant materials either at place of growth or at site before planting, for compliance with requirements of variety, size and quality.
  - Work shall conform to American Standard for Nursery Stock, State of Illinois Horticultural Standards, and Local Municipal requirements.
  - Contractor shall secure and pay for all permits, fees, and inspections necessary for the proper execution of this work and comply with all codes applicable to this work.
  - See General Conditions and Specifications for landscape work for additional requirements.



## REPRESENTATIVE PLANT LIST

Key	Botanical/Common Name	Size	Remarks
<b>SHADE TREES</b>			
	<i>Acer x freemanii</i> 'Jeffers Red' AUTUMN BLAZE MAPLE	2' Cal.	
	<i>Acer x saccharum</i> 'Green Mountain' GREEN MOUNTAIN SUGAR MAPLE	2' Cal.	
	<i>Gleditsia triacanthos</i> var. <i>inermis</i> 'Skycole' SKYLINE HONEYLOCUST	2' Cal.	
	<i>Quercus bicolor</i> SWAMP WHITE OAK	2' Cal.	
	<i>Quercus macrocarpa</i> BUR OAK	2' Cal.	
	<i>Tilia americana</i> 'Redmond' REDMOND AMERICAN LINDEN	2' Cal.	
	<i>Tilia cordata</i> 'Greenspire' GREENSPIRE LITTLELEAF LINDEN	2' Cal.	
	<i>Ulmus carpinifolia</i> 'New Horizon' NEW HORIZON SMOOTHLEAF ELM	2' Cal.	
<b>ORNAMENTAL TREES</b>			
	<i>Betula nigra</i> 'Cully' HERITAGE RIVER BIRCH	6' Ht.	Multi-Stem
	<i>Cercis canadensis</i> EASTERN REDBUD	6' Ht.	Multi-Stem
	<i>Syringa reticulata</i> 'Ivory Silk' IVORY SILK JAPANESE TREE LILAC	6' Ht.	Multi-Stem
<b>EVERGREEN TREES</b>			
	<i>Abies concolor</i> WHITE FIR	6' Ht.	
	<i>Picea abies</i> NORWAY SPRUCE	6' Ht.	
	<i>Picea glauca</i> var. <i>densata</i> BLACK HILLS SPRUCE	6' Ht.	
	<i>Picea omorika</i> SERBIAN SPRUCE	6' Ht.	
	<i>Pinus strobus</i> EASTERN WHITE PINE	6' Ht.	

Key	Botanical/Common Name	Size	Remarks
<b>DECIDUOUS SHRUBS</b>			
	<i>Cornus sericea</i> 'Bailey' BAILEY'S REDTWIG DOGWOOD	30" Tall	5' O.C.
	<i>Hydrangea paniculata</i> 'SMILFLOP' LITTLE QUICK FIRE HYDRANGEA	24" Tall	3' O.C.
	<i>Itea virginica</i> 'Little Henry' LITTLE HENRY VIRGINIA SWEETSPIRE	24" Tall	3' O.C.
	<i>Physocarpus opulifolius</i> 'Seward' SUMMER WINE NINEBARK	24" Tall	4' O.C.
	<i>Rhus aromatica</i> 'Gro-low' GRO-LOW SUMAC	24" Wide	3' O.C.
	<i>Syringa meyeri</i> 'Palabini' DWARF KOREAN LILAC	24" Tall	4' O.C.
	<i>Viburnum x juddii</i> JUDD VIBURNUM	30" Tall	4' O.C.
	<i>Weigela florida</i> 'Bramwell' FINE WINE WEIGELA	24" Tall	3' O.C.
<b>EVERGREEN SHRUBS</b>			
	<i>Juniperus chinensis</i> 'Kallays Compact' KALLAYS COMPACT PFITZER JUNIPER	24" Wide	4' O.C.
	<i>Juniperus chinensis</i> 'Sea Green' SEA GREEN JUNIPER	30" Wide	5' O.C.
	<i>Taxus x media</i> 'Densiflormis' DENSE YEW	24" Wide	4' O.C.
<b>PERENNIALS AND ORNAMENTAL GRASSES</b>			
	<i>Allium</i> 'Summer Beauty' SUMMER BEAUTY ONION	#1	18" O.C.
	<i>Calamagrostis x acutiflora</i> 'Karl Foerster' FEATHER REED GRASS	#1	30" O.C.
	<i>Echinacea</i> 'CBG Cone 2' PIXIE MEADOWBRITE CONEFLOWER	#1	18" O.C.
	<i>Hemerocallis</i> 'Happy Returns' HAPPY RETURNS DAYLILY	#1	18" O.C.
	<i>Nepeta racemosa</i> 'Walker's Low' WALKER'S LOW CATMINT	#1	18" O.C.
	<i>Panicum virgatum</i> 'Heavy Metal' HEAVY METAL SWITCHGRASS	#1	24" O.C.
	<i>Perovskia atriplicifolia</i> RUSSIAN SAGE	#1	24" O.C.
	<i>Schizachyrium scoparium</i> 'Twilight Zone' TWILIGHT LITTLE BLUESTEM	#1	24" O.C.
	<i>Sporobolus heterolepis</i> PRAIRIE DROPS EED	#1	24" O.C.
<b>GROUNDCOVERS</b>			
	<i>Liriope spicata</i> CREEPING LILYTURF	#SP4	18" O.C.
	<i>Vinca minor</i> 'Dart's Blue' DART'S BLUE PERIWINKLE	#SP4	12" O.C.



# SITE DATA

## NORTH SITE (LOTS 2, 4, 5 & 6)

<u>SITE AREA</u>	91.02 ACRES
<u>BUILDING C AREA</u>	1,200,000 S.F.
<u>PROPOSED IMPERVIOUS</u>	57.58 ACRES = 63.15%
<u>PARKING REQUIRED (.5/1,000 S.F.)</u>	600 CARS
<u>CAR PARKING PROVIDED</u>	1,042 CARS
<u>ADA CAR PARKING PROVIDED</u>	20 CARS
<u>TOTAL CAR PARKING PROVIDED</u>	1,062 CARS
<u>BIKES REQUIRED (4 SHORT + 2 LONG TERM)</u>	6 BIKES
<u>BIKES PROVIDED</u>	8 BIKES
<u>DRIVE IN OVERHEAD DOORS</u>	4 DOORS
<u>TOTAL EXTERIOR DOCKS</u>	306 DOCKS
<u>TOTAL TRAILER STALLS</u>	340 STALLS
<u>CLEAR HEIGHT</u>	36'-0"

## SOUTH SITE (LOT 1)

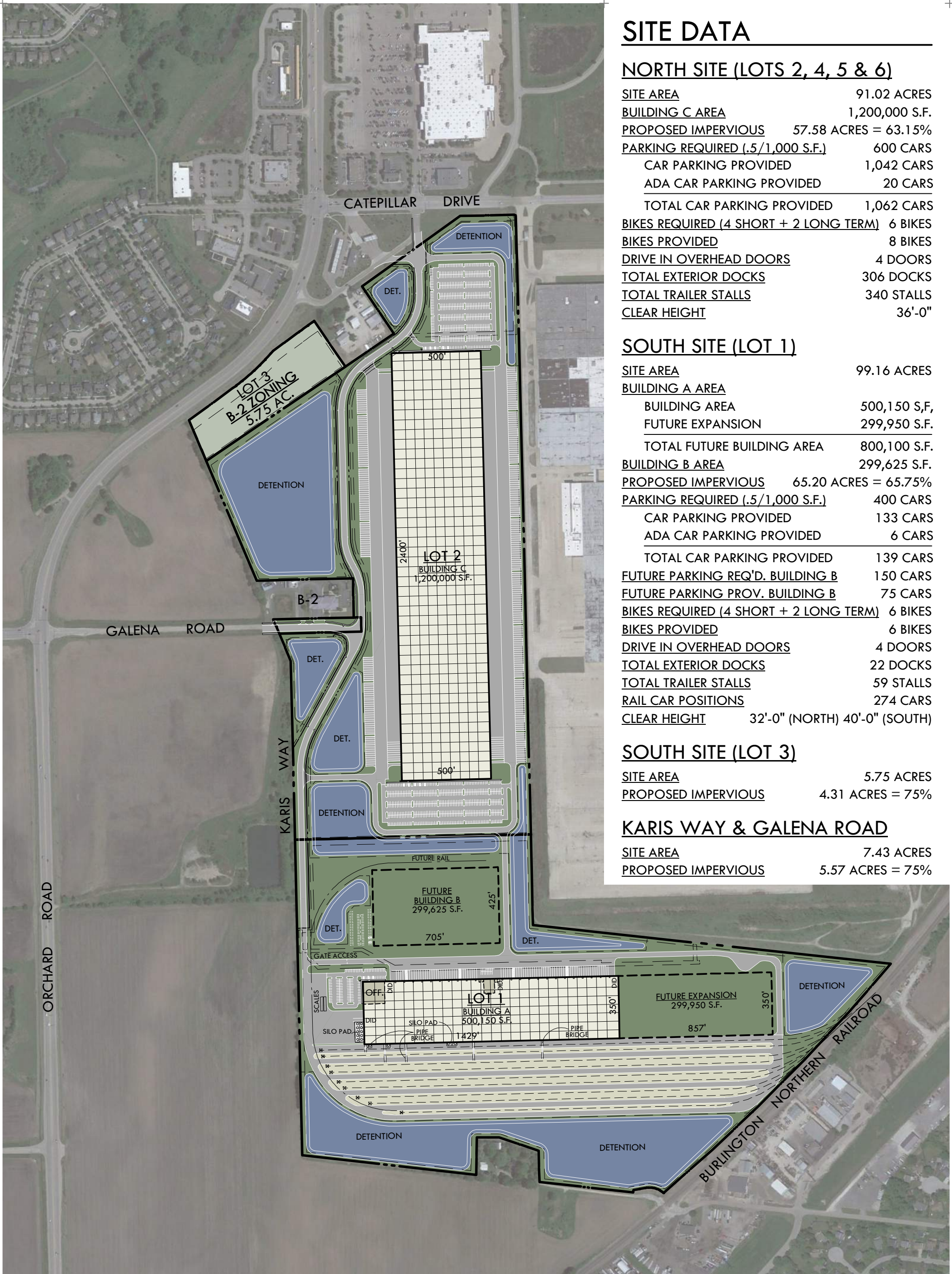
<u>SITE AREA</u>	99.16 ACRES
<u>BUILDING A AREA</u>	
<u>BUILDING AREA</u>	500,150 S.F.
<u>FUTURE EXPANSION</u>	299,950 S.F.
<u>TOTAL FUTURE BUILDING AREA</u>	800,100 S.F.
<u>BUILDING B AREA</u>	299,625 S.F.
<u>PROPOSED IMPERVIOUS</u>	65.20 ACRES = 65.75%
<u>PARKING REQUIRED (.5/1,000 S.F.)</u>	400 CARS
<u>CAR PARKING PROVIDED</u>	133 CARS
<u>ADA CAR PARKING PROVIDED</u>	6 CARS
<u>TOTAL CAR PARKING PROVIDED</u>	139 CARS
<u>FUTURE PARKING REQ'D. BUILDING B</u>	150 CARS
<u>FUTURE PARKING PROV. BUILDING B</u>	75 CARS
<u>BIKES REQUIRED (4 SHORT + 2 LONG TERM)</u>	6 BIKES
<u>BIKES PROVIDED</u>	6 BIKES
<u>DRIVE IN OVERHEAD DOORS</u>	4 DOORS
<u>TOTAL EXTERIOR DOCKS</u>	22 DOCKS
<u>TOTAL TRAILER STALLS</u>	59 STALLS
<u>RAIL CAR POSITIONS</u>	274 CARS
<u>CLEAR HEIGHT</u>	32'-0" (NORTH) 40'-0" (SOUTH)

## SOUTH SITE (LOT 3)

<u>SITE AREA</u>	5.75 ACRES
<u>PROPOSED IMPERVIOUS</u>	4.31 ACRES = 75%

## KARIS WAY & GALENA ROAD

<u>SITE AREA</u>	7.43 ACRES
<u>PROPOSED IMPERVIOUS</u>	5.57 ACRES = 75%

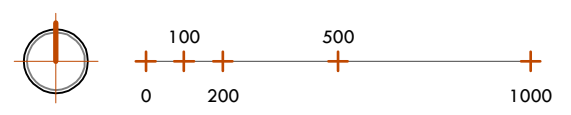


## SCHEME B

MONTGOMERY, ILLINOIS



## SITE PLAN



12.17.2022

51  
2022.038.JMW





**Kendall Area Transit**  
**FY 2024 Budget Application**

Voluntary Action Center (VAC) operates as a Purchased Service provider to Kendall County under the 5311 and DOAP transportation grants. The attached OP-7 form summarizes VAC’s expenses that are being proposed to IDOT for Fiscal Year 2024 starting July 1, 2023 through June 30, 2024 totaling \$2,085,000. In addition to VAC’s expenses, Kendall County administration is able to recover expense incurred by Scott Koeppel, Latreese Caldwell and Jennifer Breault. These expenses are budgeted at \$15,000 which brings the budgeted expenses submitted to IDOT totaling \$2,100,000 for Fiscal Year 2024.

Under the DOAP, the state will contribute 65% of the total expense, the remaining 35% is provided as a “match” from other funding sources that includes the 5311 grant and funds from other municipalities and donations.

Total Expense	\$2,100,000
Less 35% Match	<u>(\$735,000)</u>
Total DOAP allocation requested	\$1,365,000

The 5311-grant allocation is limited to \$64,193.

## GREATER CHICAGOLAND ECONOMIC PARTNERSHIP AGREEMENT

This Greater Chicagoland Economic Partnership Agreement (“*Partnership Agreement*”) is made this 18th day of January, 2023, between and among the **COUNTY OF COOK**, an Illinois home rule county, the **COUNTY OF KANE**, an Illinois county, the **COUNTY OF KENDALL**, an Illinois county, **WORLD BUSINESS CHICAGO (“WBC”)**, an Illinois not-for-profit corporation, **CHOOSE DUPAGE**, an Illinois not-for-profit corporation, **LAKE COUNTY PARTNERSHIP FOR ECONOMIC DEVELOPMENT**, an Illinois not-for-profit corporation, **MCHENRY COUNTY ECONOMIC DEVELOPMENT CORPORATION**, an Illinois not-for-profit corporation, and **JOLIET WILL COUNTY CENTER FOR ECONOMIC DEVELOPMENT**, an Illinois not-for-profit corporation (collectively, the “*Parties*”).

**IN CONSIDERATION OF**, and in reliance upon, the recitals and the mutual covenants set forth in this Partnership Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### **SECTION 1: RECITALS.**

A. Each of the Parties is engaged in economic development efforts within their respective jurisdictions.

B. Each of the Parties recognizes that their own local economic development programs and initiatives can be improved and enhanced through cooperation and coordination with other economic development organizations located within the Region.

C. The Parties desire to form the Greater Chicagoland Economic Partnership (“**GCEP**”) as an economic development initiative for the seven-county Region of northeastern Illinois as defined below. Through the GCEP, the Parties will partner and collaborate on specific Projects, share resources, and gather and share information, all to improve and enhance economic development within the Region.

D. The Parties desire to enter into this Partnership Agreement to set forth their respective rights and responsibilities concerning the GCEP, and to provide for the governance, operation, and funding of the GCEP.

### **SECTION 2: DEFINITIONS.**

A. “**EDO**” means the non-governmental Economic Development Organizations (“**EDOs**”) party to this Partnership Agreement, specifically: World Business Chicago (“**WBC**”), Choose DuPage, Lake County Partnership for Economic Development, McHenry County Economic Development Corporation, and Joliet Will County Center for Economic Development.

B. “**Project**” means a specific program or endeavor undertaken by the GCEP, in accordance with the procedures set forth in Section 5 of this Partnership Agreement, in furtherance of this Partnership Agreement and of the goals and purposes of the GCEP (as stated in Section 3 of this Partnership Agreement).

C. “**Project Sponsor**” means the non-governmental entity designated by the GCEP to manage a designated Project undertaken by the GCEP pursuant to Section 5 of this Partnership Agreement, to accept funds from the Parties and/or any third-party donors for such Project, to pay



related expenses from those funds, and to manage all respective compliance. The Project Sponsor may also be a service provider and/or contractor for the Project.

D. **“Jurisdiction”** means the eight geographic and political territories that comprise the primary service areas of the Parties for economic development, including the northeastern Illinois counties of DuPage, Kane, Kendall, Lake, McHenry, and Will in full as well as the city of Chicago and the suburban areas of Cook County.

E. **“Region”** means the northeastern Illinois counties of Cook, DuPage, Kane, Kendall, Lake, McHenry, and Will.

### **SECTION 3: STATEMENT OF PRINCIPLES AND OF COOPERATION.**

A. Statement of Purpose. The goal of the GCEP is to strengthen the Region’s economic recovery following the COVID-19 pandemic and to increase and maintain economic resilience throughout the Region by fostering opportunities for the Parties to work collaboratively with each other on Regionwide initiatives that benefit the entire Region. The principles and protocols identified in this Section 3 are guidelines for the conduct of the Parties, but not obligatory standards to be followed. The Parties agree to promote their shared commitment to these principles and protocols with existing and prospective businesses to help in achieving the objectives of the GCEP.

B. Equitable Economic Development. The Parties desire to jointly pursue equitable economic development and to develop and implement systems and programs that will enhance such economic development. To those ends, the Parties declare their shared commitments in principle to:

1. Improve Chicagoland’s labor market with increased access to high-quality jobs;
2. Develop strategies to support the growth of key economic sectors by through the retaining and expanding existing businesses, attracting new businesses, and showcasing the Region’s competitive ecosystem;
3. Cooperate to market the Region as a whole, recognizing that improved Regional economic development will benefit the individual communities and projects that the Parties represent;
4. Think and act Regionally, in order to eliminate duplicative efforts, achieve greater economies of scale, better leverage resources, and create a business environment that is more attractive to private investment; and
5. Pursue equity in the design and outcomes of Regionwide initiatives to ensure that greater economic opportunity, jobs, and investment contribute to Regional prosperity, recognizing that regions with the least inequality perform the best.

C. Sharing of Information. The Parties agree to share information in the pursuit of the GCEP, to the greatest extent practicable, to better ensure the success of their collective efforts. Specifically, the Parties pledge to share with one another location and investment prospects generated from any activity undertaken together, including joint advertising, events, and

engagements. The Parties agree to honor the confidentiality and confidence of information shared by partners, prospects, real estate brokerage firms, or their direct representatives, all in furtherance of the GCEP and this Partnership Agreement, unless disclosure is otherwise required by law or court order..

D. Attracting New Business. The Parties agree to collaborate to attract new business activity and support the Region's economic recovery from COVID-19 pandemic by furthering commitments in principle to:

1. Locate prospects in northeastern Illinois (and, if local communities cannot meet a particular prospect's needs, communicate with Parties to meet the prospect's needs elsewhere in the Region);
2. Market the qualities, assets, and advantages of different and diverse areas within the Region;
3. Strongly discourage "selling against" other communities within the Region and the use of comparative marketing; and
4. Oppose any active pursuit or solicitation of intra-state relocations by initiating direct contact with a business with the intent of luring the business — including through cold calls, visits, mail solicitations, or marketing targeted specifically at that business — and by abiding by the protocol outlined in Section 3.E of this Agreement.

E. Balancing Competitive Interests. The Parties agree to cooperate in good faith to balance competitive interests among the Parties by:

1. Developing and implementing a joint protocol in the event that an existing business, for its own reasons, indicates that it is exploring a relocation, consolidation, or investment opportunity within Illinois, balancing the interests of the first community in retaining the business and others in attracting it as well as the business's future success;
2. Inquiring whether the business intending to relocate or consolidate has advised its current county or community, and if not, offer the opportunity for them to contact their current community and/or notify appropriate officials directly;
3. Avoiding public offering of proposals or incentives in support of a relocation or consolidation until either the business verifies that it has notified its current community of the possible action or giving that notice; and
4. Discussing the possible relocation or consolidation with officials in the affected community if they request, as well as the possibility of a revenue-sharing agreement.

#### **SECTION 4: GOVERNANCE.**

A. Membership.

1. Each Party may appoint two voting members to the GCEP, in accordance with the Party's own by-laws and authorities. A voting member will hold their seat on the GCEP for one year or until the next annual appointment of members, whichever is earlier, and until a successor is appointed. Any such voting member appointed pursuant to this Section 4.A.1 may be reappointed by the Party as a voting member of the GCEP. At least one voting member from each Party should represent the Region's private sector concerns and interests. Parties should consider the Region's geographic and demographic diversity, as well as personal experiences, in appointing voting members. A voting member appointed pursuant to this Section 4.A.1 may be removed, with or without cause, by the persons entitled to appoint the voting member for the respective Party, in accordance with the by-laws and authorities of the Party.
2. The voting members appointed pursuant to Section 4.A.1 of this Partnership Agreement and this Section 4.A.2 may, by majority vote, appoint or remove additional voting members as representatives of business, philanthropic, and not-for-profit entities that have contributed annual financial support to the GCEP and/or its designated Projects and, by majority vote, establish annual levels of cash and in-kind contributions and/or other requirements to be met for consideration of such appointment. Members appointed pursuant to this Section 4.A.2 will hold their seat for one year or until the next annual appointment of members, whichever is earlier. It is the intention of the Parties that, in due course, the substantial majority of the members of the GCEP represent the interests of the Region's private sector concerns and interests.
3. The voting members of the GCEP may, by majority vote, appoint or remove additional *ex-officio* members without voting rights. *Ex-officio* members will not be considered as part of a quorum. Initial *ex-officio* members will include a representative of the **CHICAGO METROPOLITAN AGENCY FOR PLANNING ("CMAP")**, a regional planning organization, to be appointed by CMAP. *Ex-officio* members appointed pursuant to this Section 4.A.3 will hold their seat for one year or until the next annual appointment of members, whichever is earlier.
4. All voting and *ex-officio* members will notify the GCEP of any actual or potential conflict of interest concerning their duties and obligations to the GCEP under this Partnership Agreement as well as any material concern that may reasonably create an appearance of impropriety. Parties and members will not be precluded from receiving benefits under this Partnership Agreement as a result of being party to this Partnership Agreement, serving as a member, or serving on any committee, but members will recuse themselves from any discussion or vote of the GCEP concerning the provision of goods, activities, and services by such members or by the Party that appointed them pursuant to Section 4.A.1 of this Partnership Agreement.
5. The GCEP may, by majority vote, revise the terms, responsibilities, and conditions of membership without revision or amendment of this

Partnership Agreement, provided that such revisions do not unreasonably reduce the Parties' rights and responsibilities hereunder.

B. Officers.

1. The officers of the GCEP will consist of a Chair and Vice-Chair, and any other officers deemed necessary or advisable by the GCEP, to be elected or appointed annually by majority vote of the GCEP at its annual meeting. All voting members are eligible to serve as an officer of the GCEP. All officers will hold their office for one year or until the next annual election of officers, whichever is earlier, and will not be elected to more than two successive terms. To encourage shared responsibility, multiple members appointed by the same Party pursuant to Section 4.A.1 of this Partnership Agreement may not succeed each other as Chair.
2. The Chair will be primarily responsible for presiding at all meetings, ensuring the organization and coordination of regular and annual meetings, in conjunction with WBC, and submitting a report of the GCEP's operations for the year at the annual meeting.
3. The Vice-Chair will assist the Chair in the performance of all of the Chair's duties and will fulfill those duties in the absence of the Chair.
4. The elected Chair and Vice-Chair will be recommended by the GCEP for appointment to WBC Board. WBC agrees to recommend and support the election or appointment of the Chair and Vice-Chair of the GCEP as ex-officio members of the WBC Board of Directors.
5. Each officer will comply with the standard duties and obligations of such office. Failure to perform such duties and obligations may result, by majority vote of the GCEP, in the removal of such officer.
6. The GCEP may, by majority vote, revise the terms, responsibilities, and conditions of offices without revision or amendment of this Partnership Agreement, provided that such revisions do not unreasonably reduce the Parties' rights and responsibilities hereunder.

C. Committees.

1. The GCEP may designate, appoint, and/or dissolve one or more committees, each of which will consist of two or more voting members and/or their designees authorized by such members to act in their behalf. The GCEP may appoint other persons or bodies with an active interest in the activities of the GCEP to committees. Vacancies in the membership of any committee may be filled by appointment in the same manner as the original members.
2. One member of each committee will be appointed committee chair by the GCEP. The chair of each committee will serve for one year or until the next annual appointment of committees, whichever is earlier, and until a

successor is appointed. The chair of any committee may be reappointed as chair of such committee.

3. Unless otherwise provided, a majority of the membership of a committee will constitute a quorum of the committee.
4. Each committee may adopt rules for its own governance consistent with this Partnership Agreement or rules adopted by the GCEP.

D. Management. In conjunction with the Chair, Vice-Chair, Committee Chairs, and any other officers, WBC will be responsible for organizing and coordinating the general operations of GCEP. Such management may include coordinating general reports and deliverables, arranging annual budgets and workplans, and monitoring interdependencies between and among Projects, as necessary to support regular and annual meetings as outlined in Section 4.E and Section 4.F of this Partnership Agreement. In addition to any reports and deliverables directly related to Project(s) where WBC is designated as a Project Sponsor or service provider, WBC agrees to present, at each regular meeting of the GCEP, a report concerning general economic development performance metrics and opportunities for the Region. The Executive Vice President of Business Development, the Senior Vice President of Business Development, the Vice-President of Research, and or other appropriate senior leadership from WBC will deliver at least one of the general reports required by this Section 4.D.

E. Regular Meetings. A strategy review meeting of the GCEP will be held at least bi-monthly and conducted throughout the Region. A quorum of the GCEP must be present in order for the GCEP to take final action on any item on its agenda. The agenda for each regular meeting may include, without limitation:

1. Program, Project, and performance updates;
2. Review of strategic direction and adjustments;
3. Review of budgets, research, and requests for information; and
4. Coordination on specific engagements, business relations, federal and state funding opportunities;

F. Annual Meetings. A meeting will be held at least annually with a quorum of the full GCEP, organized and coordinated by WBC and the Chair. The agenda for the annual meeting may include, without limitation:

1. Election of officers;
2. Designation of additional voting members, *ex-officio* members, or committees; and
3. Approval of annual workplans, Projects, deliverables, budgets, and cost allocations.

G. Special Meetings. Special Meetings may be held without a quorum of the full GCEP, upon the call of the Chair, as necessary to coordinate activities.

H. Quorum and Voting.

1. A majority of the voting members of the GCEP constitutes a quorum.
2. Voting members present by proxy and ex-officio members are not to be counted towards a quorum, although voting members may join remotely by phone or video and be counted towards a quorum.

I. Function. The GCEP will provide the following functions:

1. Approve the annual workplans and budgets for the use of funds for GCEP Projects;
2. Provide input, review, and approval of strategic decisions;
3. Monitor and provide direction on the satisfactory performance of services to achieve goals and desired outcomes; and
4. Approve modifications in the scope of services for Projects, based upon the strategies, priorities, and economic development opportunities of and for the GCEP.

**SECTION 5: PROJECTS.**

A. General Procedure for Pursuit of Projects. The Parties agree to undertake specific Projects in pursuit of this Partnership Agreement and the goals of the GCEP, all of which will be managed in accordance with the provisions of this Section 5. All Projects must, in the determination of the GCEP, align with the principles and protocols outlined under the Section 3 of this Partnership Agreement.

1. Scope of Project. Prior to the commencement of each Project, and on an ongoing basis as necessary, the GCEP will: (a) set the general policy, goals, and expected work product for the Project; (b) define, review, and refine the key performance indicators for the Project; (c) establish any rules or limitations on the Project; (d) set expectations for the marketing and promotion of the Project; and e) assess the Project's potential to advance equity in the Region, in line with the principles and protocols identified in Section 3 of this Partnership Agreement.

B. Project Sponsor. For each Project, the GCEP will designate a Project Sponsor to manage the Project, to accept funds from the Parties and/or any third-party donors, to pay related expenses from those funds, and to manage all respective compliance for such Project. The Project Sponsor may also be a service provider and/or contractor for the Project. Each Party will work in good faith with each Project Sponsor to determine appropriate legal methods of contracting, agreement, or granting of funds, given each Project's overview, and to complete all necessary legal and funding arrangements in a timely manner. All legal and funding arrangements should, in principle and at minimum, reference the joint oversight and governance of the Project by GCEP in accordance with this Partnership Agreement and maintain in full the common scope of services, performance measures, reporting, and/or other requirements as approved by the GCEP.

1. Responsibilities. The Project Sponsor will be responsible for: managing the Project; receiving and accounting for funds received from the Parties, and disbursing and accounting for funds as needed for costs incurred in connection with the Project; hiring all contractors and consultants necessary for completion of the Project, in accordance with the direction provided by the entire GCEP; executing all other contracts and agreements necessary for completion of the Project; ensuring compliance with the requirements of this Partnership Agreement, and with any direction provided by the GCEP, for the Project; managing and spending the funds allocated by the GCEP for the Project; payment and /or reimbursement to the Parties, budgetary recordkeeping for the Project, and regular reporting to the Parties of fund source(s); and maintaining fiscal measures and safeguards to ensure any funds received for the Project are appropriately used and distributed in a timely manner. Any of the EDOs or another non-governmental entity may serve as Project Sponsor, but neither CMAP nor any county, city, or village may serve as Project Sponsor. The Project Sponsor may, with the approval of the GCEP, retain an administrative fee for services provided pursuant to this Section 5.B.1.
2. Removal and Reimbursement. If a Project Sponsor fails to comply with any of the terms and conditions of this Partnership Agreement (as evidenced by a written notice thereof from an officer of the GCEP), then the Project Sponsor may, by majority vote, be removed from its role as Project Sponsor and may be required to reimburse the GCEP for any reasonable and documented out-of-pocket expenses incurred by the Parties in connection with such failure to comply with the responsibilities set forth herein.
3. Reporting. At each regular meeting of the GCEP, each Project Sponsor must provide regular budget and progress reports for each Project under its management.

C. Specific Projects.

1. Regional Business Development. The Parties agree, at the time of approval of this Partnership Agreement, to undertake the first Project, *Regional Business Development*, as outlined on Attachment A with WBC as the Project Sponsor. This Project will establish a shared capacity for regional business development to support the economic recovery of industries impacted by the COVID-19 pandemic through the coordination of research and analysis, responses to requests for information, collective funding opportunities, global engagement, and programs to support entrepreneurship. The Project may be revised from time to time by the GCEP without revision or amendment of this Partnership Agreement. By agreeing to this Partnership Agreement, the Parties also agree to the scope and cost allocations for the Regional Business Development Project as outlined on Attachment A. Parties that require a separate legal method of contracting, agreement, or granting of funds with WBC to fund the Project will work in good faith with the Project Sponsor to effectuate same in a timely manner.

2. Additional Projects. The GCEP may agree to undertake additional Projects, in accordance with the provisions of Section 5 of this Partnership Agreement.

## **SECTION 6: FUNDING AND ACCOUNTING.**

A. General Budget. The Parties agree to provide annual funds as payment and/or reimbursement for costs incurred in connection with approved Projects. Unless otherwise provided for in the approval of Projects, the allocation of all costs is to be divided by Jurisdiction, based on the arithmetic mean of their share of population in the Region and their share of employment in the Region. The schedule of cost allocations by Jurisdictions for the first year is provided in Attachment B to this Partnership Agreement. Sources and methods for determining cost allocations and an updated schedule of cost allocations will be approved by majority vote of the GCEP at least annually. In-kind and/or financial support by business, philanthropic, governmental, and not-for-profit entities may, with the approval of the GCEP, account for Parties' share of Project costs, either collectively or individually. Each Party must deliver its share of the Project funds and/or use all reasonable efforts to obtain respective legal approval of same to the respective Project Sponsor of approved Projects on or before sixty (60) days following either the Annual Meeting held pursuant to Section 4.F of this Partnership Agreement or the meeting at which the Project was approved.

## **SECTION 7: RECORDS.**

The Parties must maintain for a minimum of five years after or the end of the term of this Partnership Agreement, adequate books, records and supporting documents concerning this Partnership Agreement and the GCEP. If an audit, litigation or other action involving the records commences before the end of the five-year period, the records must be retained until all issues arising out of the action are resolved.

## **SECTION 8: TERM AND TERMINATION.**

A. Effective Date. The Effective Date of this Partnership Agreement is the date that the last authorized signatory signs and dates this Partnership Agreement.

B. Termination. This Partnership Agreement may be terminated early, as to one or more Parties, only as follows:

1. If a majority of the Parties vote to terminate the Partnership Agreement, or if there are fewer than two Parties remaining in the GCEP, this Partnership Agreement and the GCEP will terminate immediately.

2. If any Party fails to pay its pro rata share of the GCEP funds by the deadline as required by Section 6.A of this Partnership Agreement, then the majority of the GCEP may vote to terminate the partnership of the Party defaulting under this Partnership Agreement. The remaining Parties shall then use all reasonable efforts to obtain legal approval from their respective governing bodies to pay their pro rata share of the defaulting Party's share of the GCEP funds within a reasonable time after receipt of notice of the default from a Project Sponsor therefor. Should any Party(ies) fail to obtain legal approval for their pro rata share of the defaulting Party's share, then the Project Sponsor will work with the GCEP to revise the Scope of Project and related budget(s) in line with approved funding and in accordance with Section 5 of this Partnership Agreement.



3. Any Party may elect to withdraw from the GCEP upon at least sixty (60) days' written notice of such withdrawal to the GCEP prior to the Annual Meeting pursuant to Section 4.E of this Partnership Agreement and payment of any outstanding fees due up to the effective date of such withdrawal. No Party shall be entitled to a refund of any fees or contributions paid in support of the GCEP and/or its designated Projects due to elective withdrawal.

**SECTION 9: INDEMNIFICATION.** To the extent permitted by law, the Parties agree to indemnify and hold each other, their officers, officials, members, agents, heirs, successors, assigns and employees harmless from and against any and all losses, costs, damages, liabilities, claims, suits, judgments, demands, actions, causes of action of every kind or nature and expenses (including, without limitation, attorneys' fees and court costs) arising out of or incidental to the failure of the Parties to perform their respective obligations under this Partnership Agreement, except for failure to pay their share of the GCEP budget pursuant to Section 6.A of this Partnership Agreement. The obligations set forth in this Section 9 survive any termination or expiration of this Partnership Agreement. Notwithstanding the foregoing, the obligation to indemnify the Parties hereunder shall not apply to Cook County, Kane County or Kendall County.

**SECTION 10: GENERAL PROVISIONS.**

A. Entire Agreement. This Partnership Agreement contains the entire understanding of the Parties with respect to the subject matter of the Partnership Agreement and is subject to the laws of the State of Illinois. This Partnership Agreement also supersedes all other agreements and understandings, both oral and written, between the Parties relating to the subject matter of the Partnership Agreement. The captions inserted in this Partnership Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Partnership Agreement, or any provision hereof, or in any way affect the interpretation of this Partnership Agreement.

B. Force Majeure. Except as expressly provided to the contrary in this Partnership Agreement, whenever a period of time is provided for in this Partnership Agreement for any Party to perform any act or obligation, and any Party, as the case may be, is unable to perform or complete the act or obligation because of a Force Majeure, then upon the occurrence of the Force Majeure, the time period for the performance and completion of the acts or obligations will be extended for a reasonable time to accommodate the delay caused by the Force Majeure.

C. Attorneys' Fees. Each Party is responsible for its own costs, charges, expenses and attorney's fees, and any other fees incurred in the event of a dispute between the Parties.

D. Time of the Essence. Time is of the essence in the performance of all of the terms and conditions of this Partnership Agreement.

E. Amendment and Modifications. No amendment or modification to this Partnership Agreement will be effective until it is reduced to writing and approved and executed by each of the Parties in accordance with all applicable statutory procedures; provided, however, that this Section 10.E will not be deemed or interpreted as prohibiting future collaboration between some or all of the Parties without an amendment to this Partnership Agreement regarding matters of shared interest to which this Partnership Agreement does not apply.

F. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Partnership Agreement by any person, firm, or corporation may be made, or be valid, against any of the Parties.

G. No Waiver. The failure of any Party to insist upon strict performance of any of the terms, covenants, or conditions hereof shall not be deemed a waiver of any rights or remedies which that Party may have hereunder, at law or in equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants, or conditions.

H. Governing Law. This Partnership Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard to any conflict of laws rule or principle that might refer the governance or construction of this Partnership Agreement to the laws of another jurisdiction.

I. Notices. All notices required or permitted to be given under this Partnership Agreement must be given by the parties by: (i) personal delivery; (ii) certified United States Mail, enclosed in a sealed envelope with sufficient postage thereon; or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 10.J. The address of any party may be changed by written notice to the other parties. Any mailed notice will be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received within 24 hours after deposit. Notices and communications to the parties must be addressed to, and delivered at, the following addresses:

**World Business Chicago:**

180 N LaSalle St  
Suite 2505  
Chicago, IL 60601

**County of Cook:**

69 W Washington St  
Chicago, IL 60602

**Choose DuPage:**

2001 Butterfield Rd  
Suite 235  
Downers Grove, IL 60515

**Lake County Partnership for Economic Development:**

1 Overlook Point  
Suite 280  
Lincolnshire, IL 60069

**County of Kane:**

719 S Batavia Ave  
Geneva, IL 60134

**County of Kendall:**

111 W Fox St  
Yorkville, IL 60560

**McHenry County Economic Development Corporation:**

620 Dakota St  
Crystal Lake, IL 60012

**Joliet Will County Center for Economic Development:**

203 N Ottawa St  
Suite 100  
Joliet, IL 60432

J. Severability. Every section, paragraph, part, term and provision of this Partnership Agreement is severable from the other terms and provisions of this Partnership Agreement. If any section, paragraph, part, term or provision of this Partnership Agreement is construed or held to be void, invalid or unenforceable by a court of competent jurisdiction, the remaining sections, paragraphs, parts, terms and provisions of this Partnership Agreement shall not be affected thereby but shall remain in full force and effect.

K. Counterparts. This Partnership Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Partnership Agreement as of the day and year first written above by their respective officers thereunto duly authorized.

Dated \_\_\_\_\_, 2023

**World Business Chicago:**

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

Its: \_\_\_\_\_

Print Name: \_\_\_\_\_

**County of Cook:**

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

Its: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Choose DuPage:**

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

Its: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Lake County Partnership for Economic Development:**

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

Its: \_\_\_\_\_

Print Name: \_\_\_\_\_

**County of Kane:**

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

Its: \_\_\_\_\_

Print Name: \_\_\_\_\_

**County of Kendall:**

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

Its: \_\_\_\_\_

Print Name: \_\_\_\_\_

**McHenry County Economic Development Corporation:**

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

Its: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Joliet Will County Center for Economic Development:**

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

Its: \_\_\_\_\_

Print Name: \_\_\_\_\_

## ATTACHMENT A

### REGIONAL BUSINESS DEVELOPMENT PROJECT (“RBD”).

A. Overview. Pursuant to the Greater Chicagoland Economic Partnership Agreement (“**Partnership Agreement**”), the Parties of the Greater Chicagoland Economic Partnership (“**GCEP**”) will establish a shared capacity for regional business development (“**RBD**”) to support the economic recovery of industries impacted by the COVID-19 pandemic through the coordination of research and analysis, responses to requests for information, collective funding opportunities, global engagement, and programs to support entrepreneurship. This RBD Project will support extensive and cost-effective joint research capabilities through central analysts, and integrated reports, providing: (a) response to routine inquiries for local business development leads and economic performance monitoring; (b) inventory of regional assets for promotion and coordination in sectors heavily impacted by the COVID-19 pandemic; and (c) proactive assessment of opportunities in industries impacted by the COVID-19 pandemic to enable joint prioritization and intervention. This RBD Project will also include the coordination of lead generation and responses to requests for information as well as the identification of related federal and state funding opportunities, to better represent all of the Region’s assets and draw interest to the Region for later sub-regional location decisions. The Parties will create and execute a shared international economic engagement strategy to support the objectives of this RBD Project, achieving visibility and efficiency through scale, including the development of a regional “global identity” that can also translate to domestic use. Existing city-centered supports for entrepreneurship will be expanded to a regional scale, with a focus on high-growth young firms concentrated in knowledge-intensive industries.

B. Project Sponsor. The GCEP designates WBC as the Project Sponsor and service provider or contractor for this RBD Project, to manage its completion in accordance with the scope of project in Attachment A-1 of the Partnership Agreement. The GCEP will provide joint oversight and governance of the RBD Project, in accordance with the Partnership Agreement.

C. Term. The term of this RBD Project commences on the Effective Date of the Partnership Agreement and expires on the date that is three years after the Effective Date.

D. Attachments. Attachment A-1 outlines the services to be provided by World Business Chicago and related metrics. Attachment A-2 outlines the RBD Project budget and cost allocations for the Parties. The budget outlined in Attachment A-2 reflects the average annual costs for WBC’s services during this three-year RBD Project, including anticipated annual cost increases. The baseline budget excludes potential related costs, such as participation in large-scale trade missions and/or specialized consultants, that the GCEP may decide to pursue to support the objectives of this RBD Project. The RBD Project includes a set estimated number and size of events in the Region but outside the City of Chicago.

## ATTACHMENT A-1

### REGIONAL BUSINESS DEVELOPMENT SCOPE OF PROJECT.

#### SECTION 1: DEFINITIONS.

- A. **“GCEP”** means the Greater Chicagoland Economic Partnership.
- B. **“Partnership Agreement”** means the Greater Chicagoland Economic Partnership Agreement.
- C. **“Party”** means the governmental and non-governmental entities party to the Partnership Agreement, specifically: the **COUNTY OF COOK**, an Illinois home rule county, the **COUNTY OF KANE**, an Illinois county, the **COUNTY OF KENDALL**, an Illinois county, **WORLD BUSINESS CHICAGO (“WBC”)**, an Illinois not-for-profit corporation, **CHOOSE DUPAGE**, an Illinois not-for-profit corporation, **LAKE COUNTY PARTNERSHIP FOR ECONOMIC DEVELOPMENT**, an Illinois not-for-profit corporation, **MCHENRY COUNTY ECONOMIC DEVELOPMENT CORPORATION**, an Illinois not-for-profit corporation, and **JOLIET WILL COUNTY CENTER FOR ECONOMIC DEVELOPMENT**, an Illinois not-for-profit corporation.
- D. **“Project”** means a specific program or endeavor undertaken by the GCEP, in accordance with the procedures set forth in Section 5 of the Partnership Agreement, in furtherance of the Partnership Agreement and of the goals and purposes of the GCEP (as stated in Section 3 of the Partnership Agreement).
- E. **“Project Sponsor”** means the non-governmental entity designated by the GCEP to manage a designated Project undertaken by the GCEP pursuant to Section 5 of the Partnership Agreement, to accept funds from the Parties and/or any third-party donors for such Project, to pay related expenses from those funds, and to manage all respective compliance. The Project Sponsor may also be a service provider and/or contractor for the Project.
- F. **“Jurisdiction”** means the eight geographic and political territories that comprise the primary service areas of the Parties for economic development, including the northeastern Illinois counties of DuPage, Kane, Kendall, Lake, McHenry, and Will in full as well as the city of Chicago and the suburban areas of Cook County.
- G. **“Region”** means the northeastern Illinois counties of Cook, DuPage, Kane, Kendall, Lake, McHenry, and Will.

#### SECTION 2: SCOPE OF SERVICES.

- A. Global Engagement and RFI Response Coordination. World Business Chicago — as the Project Sponsor and primary contractor (**“Contractor”**) per Section 5 of Partnership Agreement — shall provide the following scope of services to the GCEP:
1. The Contractor will address – as detailed below – all WBC-sourced global engagement opportunities and requests for information (**“RFI”**) request for the Region on behalf of the GCEP.

2. “Address” in this Scope of Services means the sharing of qualified foreign direction investment (“**FDI**”) leads, invitations to global engagement meetings, and responding to RFIs from site consultants.
3. In collaboration with the GCEP, the Contractor will prepare a written regional FDI strategy with tactics for target sectors, guided by refreshed data analysis based on industries impacted by the COVID-19 pandemic for market prioritization for the GCEP.
4. The Contractor will hire staff, at the Contractor’s discretion, to support the GCEP’s economic development and FDI efforts.
5. The Contractor will share prospects and lead opportunities based with the GCEP that are likely to invest or locate in the Region.
6. The Contractor will share RFIs originating from site consultants or out-of-market real estate broker with the GCEP.
7. The Contractor will provide on-going updates of federal funding opportunities related to economic development to the GCEP either directly or through agreed upon customer relationship management (or CRM) system.
8. At the discretion of the GCEP, the Contractor will coordinate inquiries submitted to a specific jurisdiction for which a Regional response would be stronger for economic recovery.
9. The Contractor will be responsible for overall financial and program management of any global engagement efforts lead by WBC on behalf of the GCEP.

B. Innovation and Venture. World Business Chicago – as the Project Sponsor and primary contractor (“**Contractor**”) per Section 5 of Partnership Agreement – shall provide the following scope of services to the GCEP:

1. The Contractor will expand its existing program’s participation criteria to include regional founders, startups, and partners, with a focus from industries hardest hit by the COVID-19 pandemic, introduced by the GCEP across all World Business Chicago flagship innovation and venture programs, including but not limited to: Chicago Venture Summit series, Startup Chicago, ThinkChicago, and Venture Engine.
2. In collaboration with the GCEP, the Contractor will host twenty percent (20%) of its innovation and venture programming outside the City of Chicago to support the recovery of regional tourism and hospitality.
3. The Contractor will actively include the GCEP in various working groups related to program partnerships across all flagship innovation and venture programs.

4. The Contractor will keep the GCEP aware of additional innovation and venture events and opportunities unassociated to the programs in this Scope of Services.
5. The Contractor will hire staff, at the Contractor's discretion, to support the GCEP's innovation and venture efforts
6. The Contractor will be responsible for overall financial and program management of all World Business Chicago flagship innovation and venture programs on behalf of the GCEP.

C. Research and Asset Mapping. World Business Chicago – as the Project Sponsor and primary contractor (“**Contractor**”) per Section 5 of Partnership Agreement – shall provide the following scope of services to the GCEP:

1. In collaboration with the GCEP, the Contractor will prepare Sector Asset Maps that will provide the following:
  - a. four specific industry sectors or sub-sectors, directly impacted by the COVID-19 pandemic
  - b. potentially encompassing reports, decks, and/or interactives elements determined in collaboration with the GCEP
2. In service of the GCEP, the Contractor will provide a “Research Concierge” service to the GCEP, and such services may include the following:
  - a. Creation of relevant, data-driven content to attract and retain the targeted industries, delivered in the form of presentations or tear sheets.
  - b. In depth research on industry trends to inform strategies to support economic recovery that include both qualitative policy evaluation and substantive quantitative analysis like shift-share analysis.
  - c. Responses to RFIs from site consultants.
  - d. In consultation with the GCEP, the Contractor will periodically provide forward-looking analytical reports, including quantitative and qualitative sector assessments, beyond basic asset mapping, to identify new market opportunities, fast growing sectors and business needs that will advance economic recovery.
  - e. Based on discussion with the GCEP, the Contractor reserves the right to decline a research request should it be outside the scope, knowledge and expertise of the WBC Research Center.
3. The Contractor, in coordination with the GCEP, will lead in the development of “Global Identity” regional marketing collateral that may include:
  - a. One profile of the Region for FDI.

- b. Up to five (5) industry sectors based on industries most impacted by the COVID-19 pandemic with multiple profiles, including but not limited to: workforce & talent, quality of life, infrastructure, and/or major institutions.
  - c. The “Global Identity” will be available in English and up to four (4) other languages (including Chinese and Japanese).
  - d. The “Global Identity” will be available electronically in Vengage.
4. Members of the GCEP that currently handle research queries from municipalities and/or membership-base may funnel those to the concierge with the scope and volume of the queries to be agreed upon by the requesting GCEP member and the Contractor.
  5. The Contractor will provide the standard recurring data reports that are the substantive equivalent of reports that members of the GCEP currently provide for their Jurisdictions from proprietary sources. Data sets used to generate reports may be obtained from a different proprietary database than members of the GCEP currently use.
  6. At the discretion of the GCEP, the Contractor will coordinate inquiries submitted to a specific jurisdiction for which a Regional response would be stronger.
  7. The Contractor will hire staff, at the Contractor’s discretion, to support the GCEP’s Research and Asset Mapping efforts.

**SECTION 3: PERFORMANCE MEASURES.**

A. Performance Measures. World Business Chicago — as the Project Sponsor and primary contractor (“**Contractor**”) per Section 5 of the Partnership Agreement — will measure and demonstrate satisfactory performance by:

1. The Contractor will use its best efforts to produce five hundred (500) leads and/or new projects from industries most impacted by the COVID-19 pandemic for the GCEP during the initial three-year term.
2. The Contractor will use its best efforts to work with the GCEP to produce one hundred fifty (150) pro-Region decisions represented from the industries most impacted by the COVID-19 pandemic during the initial three-year term.
3. The Contractor will co-host three (3) engagements per year that activate Regional recovery of tourism and hospitality with the GCEP.
4. The Contractor will share seven (7) opportunities with the GCEP per year for additional economic engagement to support the GCEP and further advance economic recovery.



5. The Contractor will manage an expanded program year across all World Business Chicago flagship innovation and venture programs:
  - a. Chicago Venture Summit series: access to a minimum of two (2) summits per calendar year.
  - b. Startup Chicago: inclusion to all Startup Chicago showcases, a minimum of six (6) showcases per a calendar year with two (2) being hosted by a member of the GCEP.
  - c. ThinkChicago: inclusion in two (2) flagship events per calendar year.
  - d. Venture Engine: inclusion in a minimum of four (4) corporate-startup showcases per calendar year with one (1) being hosted by a member of the GCEP.
6. The Contractor will collaborate with partners on their respective technology, innovation, and venture events to amplify their existing efforts within the Region's ecosystem.
7. The Contractor will deliver the Sector Asset Map to the GCEP, within a mutually agreed upon time.
8. The Contractor will deliver the Global Identity to the GCEP, within a mutually agreed upon time.
9. The Contractor will provide deliverables as part of concierge research services to the GCEP, on an as-requested basis. Deadlines for deliverables will be mutually agreed upon by both the GCEP and the Contractor.
10. The Contractor will have performed reasonably if they achieve a positive assessment of their overall performance by the GCEP, based on the performance measures listed above.

#### **SECTION 4: REPORTING.**

A. Reporting. In addition to any more specific obligations by the terms of the Partnership Agreement, World Business Chicago — as the Project Sponsor and primary contractor (“Contractor”) per Section 5 of the Partnership Agreement — shall:

1. The Contractor will provide six (6) presentation to the GCEP per year detailing performance metrics, opportunities, and matters for discussion.
2. The Contractor will, in conjunction with the Chair and Vice-Chair of the GCEP, offer to conduct — and subsequently organize and coordinate — regular and annual meetings of the GCEP throughout the Region, in accordance with Section 4.E and Section 4.F of the Partnership Agreement.
3. The Contractor's executive leadership will present to each Parties' governing board meetings at least once per year.

4. The Contractor will keep the customer relationship management (or CRM) system updated, based on the scope of services and performance measures described above.

**ATTACHMENT A-2**

**REGIONAL BUSINESS DEVELOPMENT PROJECT BUDGET.**

A. Project Costs.

Category (A)	Average annual cost (B)
Staff & Administrative Costs	\$609,000
Data Licenses & Collaborative Portal Infrastructure	\$245,000
Programs & Events	\$125,000
External Consulting	\$12,000
<i>Total</i>	<i>\$991,000</i>

B. Cost Allocations, per Attachment B of the Partnership Agreement.

Jurisdiction (A)	Cost allocation (%) (B)	Cost allocation (\$) (C)
City of Chicago (including WBC in-kind)	32.59%	\$322,967
Cook County (suburban)	29.31%	\$290,462
DuPage County	12.76%	\$126,452
Kane County	5.52%	\$54,703
Kendall County	1.15%	\$11,397
Lake County	8.44%	\$83,640
McHenry County	3.03%	\$30,027
Will County	7.20%	\$71,352
<i>Regional total</i>	<i>100%</i>	<i>\$991,000</i>

**ATTACHMENT B: COST ALLOCATIONS FOR YEAR ONE.**

Jurisdiction (A)	Population, 2020 (B)	Share of population in the Region (C)	Employment, 2021 (D)	Share of employment in the Region (E)	Average of Columns C and E (F)	Cost allocation (G)
City of Chicago	2,746,388	32.02%	1,422,791	33.17%	32.59%	32.59%
Cook County (suburban)	2,529,153	29.49%	1,249,967	29.14%	29.31%	29.31%
DuPage County	932,877	10.88%	627,933	14.64%	12.76%	12.76%
Kane County	516,522	6.02%	215,494	5.02%	5.52%	5.52%
Kendall County	131,869	1.54%	32,702	0.76%	1.15%	1.15%
Lake County	714,342	8.33%	366,599	8.55%	8.44%	8.44%
McHenry County	310,229	3.62%	104,674	2.44%	3.03%	3.03%
Will County	696,355	8.12%	269,618	6.29%	7.20%	7.20%
<i>Regional total</i>	<i>8,577,735</i>		<i>4,289,778</i>			

Sources: U.S. Census Bureau, Population Estimates Program, Population estimate base (April 1, 2020), via Quick Facts; Lightcast (formerly Emsi), Total employment including QCEW employees, non-QCEW employees, and self-employed (Datarun 2022.2).



180 N. LaSalle St., St. 2505  
Chicago IL 60601

# Invoice

Date	Invoice #
2/16/2023	1469

<b>Bill To</b>
Kendall County Attn: Scott Koeppel County Administrator 111 W Fox Street Yorkville, IL 60560

<b>Terms</b>
Due on receipt

Description	Amount
2023 Regional Business Development Project	11,397.00
<p>Please remit to World Business Chicago Attention: Accounting 180 N. LaSalle St., St. 2505 Chicago IL 60601</p>	<p><b>Total</b> \$11,397.00</p>

Thank you!

Kendall County Economic Development Commission  
 Loan Status  
 1/31/2023

Account Name	Last Pymt	A Monthly Payment	Interest Rate	B Total Paid		D Principal Balance	E Bank Totals	
	Loan Date	Principal		Principal	Interest	Interest Earned	Bank Balance includes I earned	
Surplus - EDC BB #815-535							438,406.42	1,720,281.06
<u>Law Office Corporation</u>								
Payment: #83	1/3/2023	104.34		0.00	104.34			
Loan Status: Midland State Bank	3/11/2015	450.56						
		120,000.00						
		120,450.56	1.50%	32,304.51	10,503.67	88,146.05	116.17	42,924.35
<u>Lucky's Beef N Dogs</u>								
Payment: #41	1/18/2023	225.00		162.10	62.59			
Loan Status: BB 286	5/23/2017	32,086.20	2.90%	6,510.20	2,939.80	25,576.00		11,341.96
<u>Grace Holistic Center for Education</u>								
Payment: #21	1/10/2023	1,332.63		117.79	214.84			
Loan Status: Midland State Bank	5/1/2021	100,000.00	3.25%	22,912.11	5,073.12	77,087.89	15.00	28,000.23
<u>Camp Mutty Paws</u>								
Payment: #9	1/31/2023	727.10		597.20	152.80			
Loan Status: Midland State Bank	5/1/2022	54,100.00	3.50%	5,473.83	1,357.47	48,626.17	0.90	6,832.20
Total Loan Statuses		306,636.76		67,200.65	19,874.06	239,436.11	438,522.59	1,809,379.80

Total Assets (D +E) 2,048,815.91