KENDALL COUNTY
ECONOMIC DEVELOPMENT COMMITTEE

AGENDA

April 26, 2013
8:30 AM

County Board Room (Rooms 209 & 210)
111 West Fox Street
Yorkville, IL 60560

1. Call to Order

2. Roll Call

3. Approval of Agenda

4. Approval of March 22, 2013 Meeting Minutes

5. New Business
   ➢ U.S. Census Bureau “County-to-County Worker Flow Patterns” 2013 Update

6. Old Business
   ➢ Illinois Economic Development Guide
   ➢ Kendall County Job Resource Fair
   ➢ Metropolitan Economic Growth Alliance
   ➢ Kendall County Tax Abatement Program
   ➢ Business Retention & Expansion Program
   ➢ Revolving Fund Financial Assistance Loans

7. Other Business

8. Chairman’s Report

9. Public Comment

10. Executive Session

11. Adjournment
Kendall County
Economic Development Committee

Meeting Minutes
Friday, March 22, 2013
Kendall County Board Room

Call to Order
The Economic Development Committee met at 8:30am and was called to order by Dan Koukol, Chairman of the Kendall County Economic Development Committee.

Roll Call
Members Present: Dan Koukol, Judy Gilmour, Lynn Cullick, Amy Cesich, and Matt Prochaska
Members Absent: None
Staff Present: Jeff Wilkins, County Administrator, and John Sterrett, Economic Development Coordinator

Approval of Agenda
Ms. Cesich made a motion, seconded by Mr. Prochaska, to amend the agenda to discussion the Kendall County Job Resource Fair before New Business. With a voice vote of all ayes, the motion carried.

Approval of Minutes
Mr. Prochaska made a motion, seconded by Ms. Gilmour, to approve the February 22, 2013 meeting minutes. With a voice vote of all ayes, the motion carried.

2013 Kendall County Job Resource Fair
Mr. Sterrett stated that the most recent planning meeting with Waubonsee Community College and the Local EDC’s for the Job Resource Fair was rescheduled. Mr. Sterrett stated that he has recruited six employers who have committed to attending and is waiting to hear back from four additional employers. Additional employers will be contacted in the coming weeks. The other Local EDC’s have also begun recruiting employers in their communities. Registration is now open for employers to register to participate in the event. A flier was put together by Waubonsee Community College marketing the event and has been posted on the County’s website. Ms. Cesich suggested notifying local high schools about the event to inform high school students/graduates about the fair as well as utilizing Facebook to market the event. The next meeting with Waubonsee Community College to go over the job resource fair will occur in the near future.

New Business
Metropolitan Economic Growth Alliance (MEGA)
Mr. Sterrett gave background to the group known as the Metropolitan Economic Growth Alliance, or MEGA. This a regional group of economic development practitioners representing the counties of Kendall, Kane, DeKalb, Will, McHenry, Lake, DuPage, Cook, and Grundy as well as representatives from World Business Chicago and ComEd. This group meets once every two to three months to discuss economic development on a regional and state level and how collaboration between all the members can improve workforce and development in northeastern Illinois. At the most recent MEGA meeting, key pieces of legislation were discussed and their impact on economic development in the state. Mr. Sterrett also mentioned that the County most recently paid dues to MEGA in 2007 in the amount of $1,000. It is anticipated that dues will be submitted this year for the same amount. There was a suggested consensus from the Committee that payments should be made in the amount of $200 over the span of five years to reach the $1,000 total for MEGA. The Committee will discuss this further once the invoice has been received.

Kendall County Tax Abatement Program
Mr. Wilkins gave a history of the County’s involvement with past tax abatements. The first abatement given by the County was for Macy’s Logistics in Minooka. Mr. Wilkins explained that the tax abatement
program assists with the location and expansion of manufacturing and industrial developments. Each
taxing district in an area has the ability to abate their portion of the tax bill if they choose to do so. The
County has worked with the applicable taxing districts on past abatement applications. Since many of the
taxing districts in Kendall County have not previously dealt with tax abatements, it would be ideal to have
conversations with them early on to go over the tax abatement procedures and the agreement. Mr. Sterrett
briefly went over the draft agreement for tax abatements and explained the clawback provisions within.

Old Business
Business Retention & Expansion Program
Mr. Sterrett reviewed with the Committee the objectives of the County’s Business Retention and
Expansion program. Visits with businesses consist of Mr. Wilkins and Mr. Sterrett as well as the director
of the applicable local economic development corporation. Mr. Sterrett distributed the list of questions
that are typically asked while meeting with a local business owner. Mr. Sterrett stated that he usually
initiates a business retention visit by calling and trying to schedule a date and time to meet. The goal is to
perform one business visit per month.

Revolving Fund Loans Update
Mr. Sterrett provided a brief update on the two existing loans with the County Mr. Sterrett also stated he
worked with the State on supplying additional information for the Revolving Fund semiannual reports.

Other Business
The Committee briefly discussed the recent announcement of Sam’s Club moving to Montgomery and
how employers such as Sam’s Club and Costco have an overall positive impact on a community.

Chairman’s Report
Mr. Koukol brought up various downtown revitalization plans within Plano, Yorkville, and Oswego. The
committee discussed various ways to help improve downtown areas including how to draw more retail in
and improvements to parking facilities.

Public Comment

Executive Committee
None

Adjournment
With no further business to discuss, Mr. Prochaska moved to adjourn. The motion was seconded by Ms.
Cullick. There being no objection, the Economic Development Committee, at 9:31 a.m., adjourned.

Respectfully Submitted,
John H. Sterrett
Recording Secretary
## Worker Commute Patterns

**U.S. Census 2006-2010 5-Year Survey – Released March 2013**

<table>
<thead>
<tr>
<th>Where do workers in Kendall County live?</th>
<th>Where do residents of Kendall County work?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kendall County</td>
<td>Kendall County</td>
</tr>
<tr>
<td>Kane County</td>
<td>DuPage County</td>
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<td>Will County</td>
<td>Kane County</td>
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<td>LaSalle County</td>
<td>Cook County</td>
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<td>DuPage County</td>
<td>Will County</td>
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<td>DeKalb</td>
<td>DeKalb County</td>
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<td>Cook County</td>
<td>Grundy County</td>
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<td>Grundy County</td>
<td>Lake County</td>
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<td>Lee County</td>
<td>LaSalle County</td>
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<td>McHenry County</td>
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<td>Whiteside County</td>
<td>Livingston County</td>
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<td>Bureau County</td>
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<td>Livingston County</td>
<td>Winnebago County</td>
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<td>McClean County</td>
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<td>Boone County</td>
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<td>Carroll County</td>
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<td>Marshall County</td>
<td>Iowa</td>
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<tr>
<td></td>
<td>Wisconsin</td>
</tr>
<tr>
<td></td>
<td>Other</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>Total</strong></td>
</tr>
</tbody>
</table>

**27,058**                                      **51,874**

Source: Illinois Department of Employment Security; U.S. Census Bureau
KENDALL COUNTY
JOB AND
RESOURCE FAIR
A BRIGHTER FUTURES EVENT

FRIDAY, JUNE 7, 2013
9:30 a.m. – 1:30 p.m.
WAUBONSEE COMMUNITY COLLEGE
PLANO CAMPUS
100 WAUBONSEE DR., PLANO, ILLINOIS
FREE AND OPEN TO THE PUBLIC

FEATURING:
• Local employers — looking to hire!
• Informative workshops and employer panels
• Community resources

For info on participating employers, workshops and directions visit: www.waubonsee.edu/jobfairs

For more information call (630) 466-2360. The Kendall Area Transit service will provide transportation to and from the event for $3/round trip. Call (877) 446-4528 to request a ride.

A COLLABORATIVE EFFORT SPONSORED BY
AGREEMENT FOR
(APPLICANT NAME)
ABATEMENT OF REAL PROPERTY TAXES

THIS AGREEMENT, entered into by and between <Applicant Name>, a <City & State of Applicant> corporation, being hereinafter referred to as the “Applicant”, and specific taxing bodies within Kendall County including <Applicable Taxing Districts>, hereinafter collectively referred to as the “Taxing Bodies”, individually referred to as the “Taxing Body”;

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

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

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

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

WHEREAS, the Applicant intends the Property to be used as a <Use of Property>; and

WHEREAS, the Applicant agrees and shall be responsible for ensuring the compliance of tenants, affiliates, assignees, 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:

November 20, 2012

Kendall County
Draft Tax Abatement Agreement Template
DRAFT
FOR REVIEW PURPOSES ONLY

of jobs represented by the Applicant on the Application after year 1 have been created ("Second Tax Year").

3. Twenty-five (25) percent of the Real Estate Property Taxes shall be abated for the Third Tax Year when the facility is fully assessed and fully operational with the amount of jobs represented by the Applicant on the Application after year 2 have been created ("Third Tax Year").

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

This Agreement becomes null and void if the facility fails to be “fully assessed” and/or “fully operational” within three years of the date of this Agreement.

C. Applicant Cooperation:

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

On or before June 1 of each year, the Applicant agrees to provide the Kendall County Supervisor of Assessments with the original capitalized cost and year of construction of any and all assets/improvements in excess of $5,000 installed or added to the Property between January 1 and December 31 of the preceding year tax abatement year. The original capitalized cost of any asset/improvement shall include installation costs, transportation costs, and any other costs associated with the asset/improvement so as to report the full-capitalized costs of the Property. The Kendall County Supervisor of Assessments shall be allowed to verify the information provided by the Applicant whether through required additional documentation or reasonable access to examine the asset/improvement registers maintained by the Applicant or by onsite inspections.

Should the Applicant fail to provide the information or access required, and should such failure continue for more than thirty (30) days after written notice, any Taxing Body may terminate this Agreement. Upon such termination, the Applicant agrees to and shall repay the terminating Taxing Body in full the amount of money equal to all the real Property taxes on the property, which were previously abated by the Taxing Body pursuant to this Agreement.

D. Estimated Market Value

The Applicant has represented that the Property will have an approximate value of $___________ when fully improved and assessed. This amount shall be considered the Estimated Market Value of the Property.
G. **Compliance with Applicable Laws:**

The Applicant shall not violate any environmental performance standard or environmental or building code, ordinance, rule, or regulation of the United States of America, State of Illinois, the County of Kendall, or *<Applicable Municipality>*. During the Tax Years that are subject to abatement under Section II.B., should the Applicant receive notice of any such violation and fail to cure the violation within sixty (60) days of the written notice, any Taxing Body has the right to terminate the tax abatements. If Taxing Bodies so elect to terminate the tax abatements, the Applicant agrees to and shall repay to the terminating Taxing Bodies an amount of money equal to all Real Property Taxes, which were previously abated by the Taxing Bodies pursuant to this Agreement.

H. **Termination:**

Each Taxing Body may terminate its respective tax abatement pursuant to the terms of this Agreement by providing notice to the Applicant in writing or by written agreement of the respective Taxing Body and the Applicant.

III. **BINDING PARTIES**

A. **Guarantee of Authorization:**

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

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

B. **Effective Date:**

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

C. **No Assignment or Transfer:**

The abatement is specifically granted to the Applicant and may not be assigned or transferred. In the event that the Applicant ceases operation or transfers title of the property without consent of the taxing districts, the abatement shall immediately terminate.
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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.

<Taxing Body>

BY:

Authorized Officer Date

ATTESTED:

Authorized Officer Date

November 20, 2012

Kendall County
Draft Tax Abatement Agreement Template
EXHIBIT "A"

<Legal Description>

Commonly known as: <Site Address>

Permanent Index No.: <PIN>
DRAFT
FOR REVIEW PURPOSES ONLY

AGREEMENT
FOR
<APPLICANT NAME>
ABATEMENT OF REAL PROPERTY TAXES

EXHIBIT “C”

<Contacts and Addresses of All Taxing Bodies and Applicant>
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<th>Account Name</th>
<th>Note Date</th>
<th>Principal Monthly Payment</th>
<th>Interest %</th>
<th>Total Overall Paid For Principal</th>
<th>Loan Balance Last Payment</th>
<th>Interest on Bank Accounts</th>
<th>Bank Balance</th>
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<td>79,547.11</td>
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<tr>
<td>the Custard Cup YNB 405-582 CLOSED FNY 8601-520 8/24/10</td>
<td>5/17/2006</td>
<td>95,000.00</td>
<td>6.25%</td>
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<td>38,771.75</td>
<td>55,997.55</td>
<td>1,772.91</td>
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<td>5/17/2016</td>
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<td>79,547.11</td>
</tr>
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</table>

| Total Assets | 2,016,499.91 |

**BANK BALANCE PLUS LOAN BALANCE**

| Column E | $1,949,206.12 |
| Tap 10   | $1,949,206.12 |
| Gr. Admin. | 0 |