

# COUNTY OF KENDALL, ILLINOIS ECONOMIC DEVELOPMENT & ADMINISTRATION

Kendall County Office Building, 111 W. Fox Street County Board Room 209, Yorkville, IL 60560

Wednesday, October 18, 2023, at 5:30pm MEETING AGENDA

- 1. Call to Order
- **2. Roll Call:** Elizabeth Flowers (Chair), Scott Gengler, Dan Koukol, Brooke Shanley, Seth Wormley
- 3. \*MOTION (VV) Approval of Agenda
- 4. Committee Reports and Updates
  - A. Animal Control Department Update Director Taylor Cosgrove
  - B. Emergency Management Agency Update Director Roger Bonuchi
  - C. Revolving Loan Status Update
- 5. New Committee Business
  - A. <u>DISCUSSION</u>: County Employees Volunteering at Animal Control
  - B. **DISCUSSION**: Animal Control Adoption Event
  - C. <u>DISCUSSION and RECCOMMENDATION:</u> TMF Plastic Tax Abatement Agreement
  - D. DISCUSSION: Decennial Committees on Local Government Efficiency Act
- 6. Old Committee Business
- 7. Chairman's Report
- 8. Public Comment
- 9. Questions from the Media
- 10. Executive Session
- 11. Items for Committee of the Whole
- 12. Action Items for County Board
- 13. Adjournment

# Kendall County Animal Control Update 10/18/23

- Reports for the committee
- Volunteer/staff appreciation party 10/20/23
- IVVC job fair
- Adoption event discussion (Rep. Jed Davis)
- Kendall County employees volunteering at animal control



# Financial Statements FY23 September 2023

#### KENDALL COUNTY ANIMAL CONTROL FUND #1301 Statement of Revenues And Expenditures 9/31/2023

				CURREN	IT Y	EAR		PI	RIOR YEAR	VA	ARIANCE
DEVENUE		FY23 Budget	S	eptember Actual		FY23 YTD	YTD Percent of Budget		FY22 YTD		23 YTD v. Y22 YTD
Fines & Fees	\$	20,000	\$	6,482	\$	41.411	207.1%	\$	28,436	\$	12,975
Miscellaneous	Ψ	300	Ψ	0,402	Ψ	12	4.0%	Ψ	108	Ψ	(96)
Donations		5,000				2,968					` '
				24 907		·	59.4%		1,169		1,799
Rabies Tags Sold		300,000		24,807		208,796	69.6%		222,030		(13,234)
Intact Registration Fee		13,000		1,530		9,650	74.2%		7,328		2,322
Transfer In from State Pet Fund						-					
Total Revenue	\$	338,300	\$	32,819	\$	262,837	77.7%	\$	259,071	\$	3,766
EXPENDITURE										1	
Salary - Other	\$	119,808	\$	7,757	\$	61,544	51.4%	\$	54,791	\$	6,753
Salary - Administrator		6,500		500		4,550	70.0%		5,500		(950)
Salary - Animal Control Warden		61,800		4,615		40,385	65.4%		49,154		(8,769)
Salary - Assistant Warden		41,600		3,520		32,032	77.0%		31,312		720
Overtime		500		-		132	26.4%		-		132
Office Supplies		1,200		-		1,251	104.2%		938		313
Postage		1,600		78		1,390	86.9%		1,007		383
Training		2,000				188	9.4%		240		(52)
Telephone & Pager		1,200		84		844	70.4%		636		208
Contractual Service		6,000				363	6.0%		-		363
Equipment		3,500		696		3,044	87.0%		1,956		1,088
Vehicle Maintenance		1,600		257		1,737	108.6%		73		1,664
Gasoline/Fuel/Oil		600		76		933	155.5%		229		704
Uniforms		750				594	79.2%		374		220
Refunds		500							940		
Observation/Disposal		500		62		62	12.3%		200		(138)
Microchips		1,500				1,052	70.1%		1,375		(323)
Volunteers/Public Relations		1,000		389		587	58.7%		-		587
Neuter/Spay Fees		•									
Rabies Tags		2,500				2,377	95.1%		2,313		64
Transportation, Board & Care		10,000		2.130		5,121	51.2%		1,934		3,187
Kennel Improvements		. 0,000		_,.00		0,	011270		,		- 0,.0.
Capital Expenditures											
Total Operating Expenditure	\$	264,658	\$	20,165	\$	158,184	59.8%	\$	152,972		5,212
	,	, , , , , ,	,	.,	,	, -		·	,		,
TRANSFERS OUT	•	25 202	¢	4 500	¢.	10.054	24.407	æ	0.004	¢	4 700
Transfer to General Fund	\$	35,200	\$	1,590	\$	10,954	31.1%	\$	9,231	\$	1,723
Transfer to IMRF Fund		17,075		1,363		9,518	55.7%		8,573		945
Transfer to SS Fund		13,000		1,831		12,664	97.4%		9,378		3,286
Transfer to Building Fund		15,000				-					
Total Transfers Out	\$	80,275	\$	4,784	\$	33,136	41.3%	\$	27,182	\$	5,954
Total Expenditure & Transfers Out	\$	344,933	\$	24,949	\$	191,321	55.5%	\$	180,155	\$	11,166
Total Revenue Over/(Under) Expenditure	•	(0.000)	¢	7.0704	¢	74 540	4070.007	¢	70.040	¢	(7.404)
Lyciuituie	\$	(6,633)	Þ	7,8701	Φ	71,516	-1078.2%	<u> </u>	78,916		(7,401)
										2	

#### KENDALL COUNTY ANIMAL CONTROL FUND #1301 FUND (CASH) BALANCE FY 2023

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	22,472	201,913	392	174,955
March-23	5,701	207,614	4,448	179,403
April-23	(10,885)	196,729	6,407	185,809
May-23	9,548	206,277	5,664	191,473
June-23	14,436	220,713	14,073	205,546
July-23	6,294	227,007	1,276	206,822
August-23	11,574	238,581	11,342	218,164
September-23	1,487	240,068	10,828	228,992
October-23			(4,195)	224,798
November-23			(70,994)	153,804
Fund (Cash)	\$ 86,264		\$ (5,673)	
YTD Fund Balance		\$ 240,068		\$ 153,804

#### KENDALL COUNTY ANIMAL CONTROL Statement of Revenues And Expenditures 9/31/2023

#### **Animal Medical Care Fund #1302**

	!	FY23 Budget	September Actual	YTD Actual	YTD Percent of Budget	Fund	Balance
Beginning Balance	\$	16,300				FY13	\$250
Barrania						FY14	21,935
<u>Revenue</u>						FY15	33,497
Donations & Receipts		10	325	5,309	53090.0%	FY16	32,810
Total Revenue		10	325	5,309	53090.0%	FY17	32,325
						FY18	26,165
Expenditure						FY19	20,132
Animal Medical Care Expenses		3,000	175	3,266	108.9%	FY20	18,939
Heartworm Testing		500	-	138	27.5%	FY21	18,050
FeLuk/FIV Testing		750	-	437	58.3%	FY22	\$ 16,300
Total Expenditure		4,250	175	3,840	90.4%		
Ending Balance	<b>\$</b>	12,060	\$ 150	\$ 1,469	_		

#### **County Animal Population Control Fund #1309**

	FY23 Budget	September Actual	YTD Actual	YTD Percent of Budget	Fund I	Balance
Beginning Balance	\$ 114,739				FY11	46,246
					FY12	60,939
Revenue					FY13	64,358
Fees	12,000	1,800	1,568	13.1%	FY14	71,549
Total Revenue	12,000	1,800	1,568	13.1%	FY15	83,094
					FY16	97,935
Expenditure					FY17	106,508
Spay/Neuter Fees - Targeted Dogs/Cats	10,000	103	8,864	88.6%	FY18	108,859
Spay/Neuter Fees - Adopted Dogs/Cats	10,000	2,817	25,236	252.4%	FY19	117,265
Total Expenditure	20,000	2,920	34,100	170.5%	FY20	115,665
					FY21	114,716
Ending Balance	\$ 106,739	\$ (1,120)	\$ (32,532)		FY22	114,739

#### **Animal Control Capital Fund #1400**

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

### **Kendall County Animal Control**

802 John Street Yorkville IL 60560



Bites between 9/1/2023 and 9/30/2023

<u>Date</u>	<u>Pet Name</u>	<u>animalid</u>	Breed	<u>Vaccinated</u>	Altered	Victim/Owner	Multiple Bites	bite severity	<u>euthanized</u>
09/03/2023	MICKEY	A040727	POODLE MIN	NOT UTD	UNALTERED	VICTIM	UNK	1	No
09/04/2023	UNKNOWN	A040726	LABRADOR RETR / MIX	NOT UTD	UNALTERED	VICTIM	UNK	2	No
09/04/2023	NALA	A017154	AKITA	NOT UTD	ALTERED	VICTIM	NO	3	No
09/05/2023	JAX	A033658	LHASA APSO	NOT UTD	ALTERED	OWNER	NO	2	No
09/07/2023	LEO	A040185	GOLDEN RETR	UTD	UNALTERED	VICTIM	NO	2	No
09/07/2023	SPIRIT	A003024	FEIST / MIX	NOT UTD	ALTERED	VICTIM	NO	4	No
09/09/2023	PUMPKIN	A040206	RAGDOLL / MIX	UTD	ALTERED	VICTIM	NO	2	No
09/10/2023	RIZZO	A040207	BEAGLE / MIX	UTD	ALTERED	OWNER	NO	4	No
09/10/2023	PACKER	A040245	LABRADOR RETR	UTD	UNALTERED	OWNER	NO	2	No
09/10/2023	UNKNOWN	A040246	PIT BULL / MIX	NOT UTD	UNALTERED	VICTIM	UNK	4	No
09/12/2023	NINO	A040243	PIT BULL	NOT UTD	UNALTERED	OWNER	NO	3	Yes
09/13/2023	GRAYCE	A040289	DOMESTIC SH	NOT UTD	ALTERED	VICTIM	NO	1	No
09/13/2023	ERNIE	A021625	COCKER SPAN / POODLE STND	UTD	ALTERED	OWNER	NO	2	Yes
09/14/2023	CLIFFORD	A040290	MIXED	UTD	ALTERED	OWNER	NO	1	No
09/14/2023	HANK	A039010	ROTTWEILER	UTD	UNALTERED	VICTIM	NO	4	Yes
09/16/2023	ZEKE	A029204	ST BERNARD RGH / MIX	NOT UTD	UNALTERED	VICTIM	NO	2	No
09/21/2023	DEWEY	A040435	RUSSIAN BLUE	NOT UTD	ALTERED	VICTIM	NO	1	No
09/21/2023	MAX	A021364	DOMESTIC SH	UTD	ALTERED	OWNER	NO	2	No
09/23/2023	MARCO	A040526	AMER ESKIMO	UTD	UNALTERED	VICTIM	NO	2	No
09/25/2023	SCOOBY	A040529	BEAGLE / MIX	UTD	ALTERED	OWNER	NO	2	No
09/25/2023	BUCK	A039584	GOLDEN RETR	UTD	UNALTERED	OWNER	NO	2	No
09/28/2023	UNKNOWN	A040862	MIXED	NOT UTD	UNALTERED	VICTIM	UNK	3	No
09/28/2023	KAZ	A040692	BOXER	UTD	ALTERED	OWNER	NO	4	No
09/29/2023	LUCY	A021274	DACHSHUND / MIX	UTD	ALTERED	OWNER	NO	3	No
09/30/2023	UNKNOWN	A040863	MIXED	NOT UTD	UNALTERED	VICTIM	UNK	3	No

Breed	Total
Total	25
CAT	4
DOMESTIC SH	2
RAGDOLL / MIX	1
RUSSIAN BLUE	1
DOG	21
AKITA	1
AMER ESKIMO	1
BEAGLE / MIX	2
BOXER	1
COCKER SPAN / POODLE STND	1
DACHSHUND / MIX	1
FEIST / MIX	1
GOLDEN RETR	2
LABRADOR RETR	1
LABRADOR RETR / MIX	1
LHASA APSO	1
MIXED	3
PIT BULL	1
PIT BULL / MIX	1

Date	<u>Pet Name</u>	<u>animalid</u>	<u>Breed</u>	
			Total	
	POODLE MIN			1
	ROTTWEILER			1
	ST BERNARD RGH / MIX			1

### **Average Length Of Stay**

9/1/2023 - 9/30/2023

Statistics based off intakes in listed date range. NON LR includes all non live-releases, such as EU, Escaped, Missing, Died, etc. Live Releases Only includes Adoption, Relocate, Rescue, RTO and Transfer outcomes. \*Fosters not factored into totals. Formula: (total amount) / (total average)

ADOPTION         5           FOSTER*         24           NON LR         4	17.20
NON LR 4	
	4.75
RTO 3	2.00
TRANSFER 27	7.30
FOSTER	0.00
Total : 63	6.90

ADOPTIO	.NI	_	
	'N	8	12.63
FOSTER*		7	
NON LR		2	7.00
RTO		17	2.59
TRANSFE	R	3	11.67
FOSTER			0.00
	Total :	37	5.47



## **Kennel Comparisons Statistics**

ntake Comparisons"	9/1/22 to 9/30/22	9/1/23 to 9/30/23		
Dogs				
Strays	16	23	Û	43.8 %
Owner Surrenders	2	14	Û	600.0 %
Total Dogs Received:	18	37	Û	105.6 %
Cats				
Strays	9	54	Û	500.0 %
Owner Surrenders	0	9	Û	900.0 %
Total Cats Received:	9	63	Û	600.0 %
Total Intakes:	27	100	Û	270.4 %
utcome Comparisons"	9/1/22 to 9/30/22	9/1/23 to 9/30/23		
Dogs				
Adoption	14	14	Û	- %
Euthanasia	2	3	Û	50.0 %
Return to Owner	7	16	Û	128.6 %
TRANSFER	2	5	Û	150.0 %
Total Dogs Dispositioned:	25	38	①	52.00
Cats				

Total Outcomes:	32	95	Û	196.9 %
Total Cats Dispositioned:	7	57	Û	714.29
TRANSFER	0	37	Û	3700.0 %
DIED	0	2	Û	200.0 %
Return to Owner	2	3	Û	50.0 %
Euthanasia	0	3	Û	300.0 %
Adoption	5	12	Û	140.0 %

Animals in the Shelter on 10/16/2023	CAT	DOG	Total
	38	13	51

## **Kendall County Emergency Management Agency**

1102 Cornell Lane, Yorkville Illinois 60560 Roger Bonuchi, Director Tracy Page, Deputy Director

#### **Emergency Management Report**

#### **SEPTEMBER 2023**

#### KCEMA Operations

- Presented FY 24 budget to County Board
- Editing of general orders continues
- Discussions on NQS

#### O Hazard Mitigation Plan

- Ongoing project and assessments.
- Meeting 4 will be held on October 24, 2023
- Public Forum will be February 20, 2024

#### LEPC Committee

- The first committee meeting will be held October 5, 2023
- Emails have been sent to participants.

#### UCP Status (Our command bus)

- With festival season upon us the UPC has been deployed to many events
  - Yorkville Hometown Days
  - Sugar Grove

#### Meetings/Training/Volunteers/Details

- Attended Gas Pipeline Exercise in Sandwich
- Attended IEMA Conference in Springfield
- Amateur Radio Classes presented on Thursday evenings, 6-8pm, 6 students
- EMA Business/Training Meeting was held: Topic Radio Use
- IEMA County Call Update with IEMA Deputy Director via Zoom, Monthly
- ILEAS Meetings twice a month
- ARES Region 3 & 4 EC meeting on the 3<sup>rd</sup> Tuesday of each month via Zoom
- UCP team lead meeting monthly.
- State Broadband meeting monthly.
- State radio "Stakeholders" meeting monthly.



#### **DEPARTMENT OF PLANNING, BUILDING & ZONING**

111 West Fox Street • Room 204

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

#### **MEMORANDUM**

To: Economic Development and HR Committee From: Matthew H. Asselmeier, AICP, CFM, Director

Date: October 13, 2023

Re: Tax Abatement Agreement with TMF Plastics

In February 2022, TMF Plastics applied for a tax abatement on the addition they planned to construct at 12127 B Galena Road. Several taxing bodies, including the Kendall County Forest Preserve District, approved the agreement. However, the County Board, Little Rock Township, and the Little Township Highway Department never approved the agreement.

On July 11, 2023, TMF Plastics submitted an amendment to Section III.D of the agreement lowering the number of employees from one hundred (114) to one hundred four (104) and changing the requirement to hire ten (10) full-time jobs after each Tax Year for three (3) year to a cumulative total of thirty (30) full-time jobs before the end of the Second Tax Year, with a minimum of five (5) new full-time jobs in the previous Tax Years. Exhibits C and D were also added to agreement.

At their meeting on July 19, 2023, the Economic Development and HR Committee voted to forward the amended proposal to the State's Attorney's Office for review.

Upon completion of review by the State's Attorney's Office, the proposal was forwarded to the applicable taxing bodies for approval.

Little Rock Township and the Little Rock Township Highway Department will be reviewing the proposal at their meeting on October 18, 2023. The Little Rock-Fox Fire Protection District will be reviewing the proposal at their meeting on October 19, 2023.

The remaining tax bodies, other than the County Board, have already approved the amended agreement.

The amended agreement without the signed signature pages is attached.

The addition has been constructed and a certificate of occupancy issued.

Staff recommends approval of the amended agreement, pending approvals from the Little Rock Township and the Little Rock-Fox Fire Protection District.

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

MHA

Enc.: Amended Proposal without Signatures

# AGREEMENT FOR TMF MANAGEMENT, LLC ABATEMENT OF REAL PROPERTY TAXES

THIS AGREEMENT, entered into by and between TMF Management, LLC, being hereinafter referred to as the "Applicant", and specific taxing bodies within Kendall County including the County of Kendall, Kendall County Forest Preserve District, Little Rock Township, Little Rock Road District, Plano Community Library District, Little Rock Fox Fire Protection District, Waubonsee Community College, and School District 88, hereinafter collectively referred to as the "Taxing Bodies", individually referred to as the "Taxing Body";

#### WITNESSETH:

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

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

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

WHEREAS, the Taxing Bodies have the power to abate real estate property taxes for the property of any commercial or industrial firm currently located within the jurisdiction of the Taxing Bodies that expands a facility or its number of employees, pursuant to 35 ILCS 200/18-165(a)(1)(C); and

WHEREAS, a tax abatement pursuant to 35 ILCS 200/18-165(a)(1)(C) shall not exceed 10 years and the aggregate amount of abated taxes for all Taxing Bodies combined shall not exceed \$4,000,000; and

WHEREAS, the Applicant has submitted an Application for Tax Abatement to the County of Kendall; and

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

WHEREAS, the Applicant currently operates a plastics factory, which is a commercial or industrial use, on the Property; and

WHEREAS, the Applicant intends to construct an expansion of its existing facility on the Property; and

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

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

#### I. <u>ADOPTION OF PREAMBLES</u>

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

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

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

#### III. TERMS OF THE AGREEMENT

#### A. Definitions:

For the purposes of this Agreement:

**Application** shall refer to the Application for Tax Abatement, attached hereto and incorporated herein as "Exhibit B", which Applicant submitted to Kendall County.

**Addition** shall mean the expansion of the existing facility Applicant is constructing on the Property. The Addition is described in "Exhibit D".

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

**Fully Assessed** shall mean the Applicant has received an occupancy permit from Kendall County for the Addition.

**Fully Operational** shall refer to the period of time after the Applicant has commenced business operations in the Addition and five (5) additional full-time jobs have been created, as represented by the Applicant on the Application. The Applicant must continue to occupy and conduct business on the Property at all times and continue to add full-time jobs as set forth in Paragraph III.D. below for the Property to be considered "Fully Operational".

**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

**Base Year Total Assessed Value** shall be equal to the total assessed value of the Property for the Tax Year during which the Applicant received the occupancy permit for the Addition.

**Value of the Addition** shall mean that portion of the total assessed value of the Property which is attributable to the value of the Fully Assessed Addition. The Value

of the Addition for a given Tax Year shall be determined by subtracting the Base Year Total Assessed Value from the total assessed value of the Property for that Tax Year.

#### B. Amount and Duration:

The Applicant shall commence construction of an Addition to its existing facility on the Property described in Exhibit A, attached hereto and incorporated herein by reference. The Taxing Bodies shall, pursuant to 35 ILCS 200/18-165 as it may be amended subsequent to the effective date of this Agreement, each take any and all action necessary to abate their portion of the new Real Estate Property Taxes attributed to the Value of the Addition for three (3) consecutive Tax Years after the Addition is both Fully Assessed and Fully Operational as follows:

- 1. First Tax Year: Seventy-five percent (75%) of the Real Estate Property Taxes attributable to the Value of the Addition shall be abated for the first full Tax Year immediately after the issuance of an occupancy permit for the Addition and after the Addition has become Fully Operational ("First Tax Year").
- **2 Second Tax Year:** Fifty percent (50%) of the Real Estate Property Taxes attributable to the Value of the Addition shall be abated for the second full Tax Year after the issuance of an occupancy permit for the Addition and after the Addition has become Fully Operational ("Second Tax Year").
- **3.** Third Tax Year: Twenty-five percent (25%) of the Real Estate Property Taxes attributable to the Value of the Addition shall be abated for the third full Tax Year after the issuance of an occupancy permit for the Addition and after the Addition has become Fully Operational ("Third Tax Year").

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

Taxing Bodies shall not be obligated to abate Real Estate Property Taxes if the Addition does not become both Fully Assessed and Fully Operational within three (3) years of the date of this Agreement.

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

#### C. Assessment:

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

#### D. Operational Requirements:

The abatement of Real Estate Property Taxes is conditioned upon the Property becoming and remaining Fully Operational for the years Applicant receives abatements plus the following three (3) Tax Years. Currently, Applicant employees one hundred four (104) individuals full-time on the Property. At least thirty (30) new jobs attributable to the Addition will be created by the end of the Second Tax Year. A minimum of five (5) additional full-time jobs will be created on the Property upon the Addition becoming Fully Assessed. In order for the Property to remain Fully Operational, the Applicant must maintain the following hiring schedule: Before the end of the First Tax Year, a minimum of another five (5) full-time jobs will be created, and before the end of the Second Tax Year, whatever remaining number of full-time jobs necessary to get to a total of thirty (30) new full-time jobs attributable to the Addition on the Property will be created. Applicant must maintain these thirty (30) new jobs plus the one hundred four (104) current jobs through the three (3) Tax Years following the end of the abatement period.

No later than March 1 following the date when the Addition has been Fully Assessed and on or before March 1 for each full tax abatement year and the three (3) Tax Years following the end of the abatement period, Applicant shall submit documentation on forms provided by the Kendall County Administrator demonstrating that the Property has become and remains Fully Operational and that the Applicant complies with employment requirements. The Applicant must also 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.

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

Should a material misrepresentation be discovered regarding Applicant's Application or any other documentation provided to the Taxing Bodies, the Applicant shall be in default of this Agreement, which shall result in the termination of the Agreement. Upon such termination, the Taxing Body shall be under no further obligation to abate Real Estate Property Taxes and the Applicant agrees to and shall repay the terminating Taxing Body in full the amount of money equal to all the Real Estate Property Taxes on the Property which were previously abated by the Taxing Body pursuant to this Agreement.

#### E. <u>Tax Objections and Assessment Appeals</u>:

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 Bodies, not to

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 (3) 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 (3) 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 Bodies, tender payment under protest, or file any appeal of the assessment, the Applicant shall have defaulted on the terms of this Agreement, the Taxing Bodies will be under no further obligation to abate Real Estate Property Taxes, and the Applicant agrees to and shall repay to each of the Taxing Bodies in full the amount of money equal to all the Real Estate Property Taxes on the property which were previously abated by the Taxing Bodies pursuant to this Agreement.

#### 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 any Taxing Body has a direct or indirect pecuniary interest in Applicant or this Agreement, or, if any officer or elected official of any 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, or the County of Kendall. 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 within sixty (60) days of the notice, any Taxing Body has the right to terminate the tax abatements.

#### G. <u>Termination</u>:

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

#### H. Payment of Taxes:

The Applicant shall pay all bills for Real Estate Property Taxes when due. The Taxing Bodies' 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 Bodies 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 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 Bodies, the abatement shall immediately terminate and the Taxing Bodies shall have the right to require the Applicant to repay the total sum of all previously abated taxes.

#### D. Default:

If the Applicant fails to meet any of its obligations under this Agreement, any Taxing Body may terminate its abatement obligations. In the event of such a default by Applicant, Applicant agrees to and shall repay the terminating Taxing Bodies in full the amount of money equal to all the Real Estate Property Taxes on the property that were previously abated by the Taxing Bodies pursuant to this Agreement.

#### E. Early Closure of Applicant's Abated Facility:

The Applicant agrees that by signing this Agreement they will remain Fully Operational at the Property for a term of at least three (3) full years beyond the termination of the final tax abatement year. Should the Applicant cease operations at the Property or fail to remain Fully Operational during the abatement period or within three (3) years from the termination date of the abatement period, the Taxing Bodies shall have the right to require the Applicant to repay the total sum of all previously abated taxes and the Taxing Bodies will have no obligation to make future abatements under this Agreement.

#### F. Successors of Taxing Bodies:

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

#### G. 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.

#### H. Applicable Law:

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

#### I. Indemnification:

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

The Applicant receiving the abatement agrees to indemnify, hold harmless and defend, with counsel of the Taxing Bodies' own choosing, the Taxing Bodies and their past, present and future board members, elected officials, insurers, employees, and agents (the "Releasees") from, and against such claims, damages, demands, expenses, liabilities and losses of any nature whatsoever resulting from this Agreement, including, but not limited to those resulting from: (1) The construction, improvement and development activities of Applicant, its agents, contractors, and subcontractors with respect to the development or improvement of its property; 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 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 Releasees as a result of any actions taken under this Agreement.

The Releasees' participation in their defense shall not remove Applicant's duty to indemnify, defend, and hold them harmless, as set forth above. The 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.

#### J. 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.

#### K. 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.

#### L. 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 all the Taxing Bodies and the Applicant.

#### M. 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.

#### N. 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.

HE PARTIES TO THIS AGREEMENT by their signature acknowledges that they have read an understand this Agreement and intend to be bound by its terms.				
TMF Management, LLC				
BY:				
Authorized Officer	Date			
ATTESTED:				
Authorized Officer	Date			

THE PARTIES TO THIS AGREEME understand this Agreement and intend	ENT by their signature acknowledges that they have read and I to be bound by its terms.
The County of Kendall	
BY:	
Authorized Officer	Date
ATTESTED:	
Authorized Officer	Date

	d intend to be bound by its terms.	read an
Kendall County Forest Pre	erve District	
BY:		
Authorized Officer	Date	
ATTESTED:		
Authorized Officer	Date	

THE PARTIES TO THIS AGREEM understand this Agreement and inten	ENT by their signature acknowledges that they have read and d to be bound by its terms.
Little Rock Township	
BY:	
Authorized Officer	Date
ATTESTED:	
Authorized Officer	Date

	EEMENT by their signature acknowledges that they have rea intend to be bound by its terms.	d an
Little Rock Road District		
BY:		
Authorized Officer	Date	
ATTESTED:		
Authorized Officer	Date	

	GREEMENT by their signature acknowledges that they have rend intend to be bound by its terms.	ad and
Plano Community Librar	District	
BY:		
1.000		
Authorized Officer	Date	
ATTESTED:		
Authorized Officer	Date	

THE PARTIES TO THIS AGR understand this Agreement and	EEMENT by their signature acknowledges that they have read and intend to be bound by its terms.
Little Rock Fox Fire Protection	n District
BY:	
Authorized Officer	Date
ATTESTED:	
Authorized Officer	Date

ΓΗΕ PARTIES TO THIS AGREEM understand this Agreement and inter	IENT by their signature acknowledges that they have read and nd to be bound by its terms.
School District 88	
BY:	
Authorized Officer	Date
ATTESTED:	
Authorized Officer	Date

THE PARTIES TO THIS ACunderstand this Agreement a	REEMENT by their s	ignature acknowledges by its terms.	that they have read and
Waubonsee Community Co	ollege		
BY:			
Authorized Officer	Date		
Authorized Officer	Date		
ATTECTED			
ATTESTED:			
A .1 . 1000	D. (		
Authorized Officer	Date		

#### Parcel Details for 0101200002 Exhibit A, Page 1

Parcel Number	Site Address	Owner Name & Address
01-01-200-002	12127 B GALENA RD	TMF MANAGEMENT LLC,
<b>Tax Year</b> 2020 (Payable 2021) <b>▼</b>	PLANO, IL 60545	12127 B GALENA RD PLANO, IL, 60545
Sale Status	Neighborhood Code	Land Use
None	Unincorporated	0060
Property Class	Tax Code	Tax Status
0080 - INDUSTRIAL	LR001 -	Taxable
Net Taxable Value	Tax Rate	Total Tax
650,111	8.913860	\$57,949.98
Township	Acres	Mailing Address
Little Rock Township	6.0000	
Tract Number	Lot Size	TIF Base Value
		0

Assessments						
Level	Homesite	Dwelling	Farm Land	Farm Building	Mineral	Total
DOR Equalized	102,329	547,782	0	0	0	650,111
Department of Revenue	102,329	547,782	0	0	0	650,111
Board of Review Equalized	102,329	547,782	0	0	0	650,111
Board of Review	102,329	547,782	0	0	0	650,111
S of A Equalized	102,329	547,782	0	0	0	650,111
Supervisor of Assessments	102,329	547,782	0	0	0	650,111
Township Assessor	102,329	547,782	0	0	0	650,111
Prior Year Equalized	99,349	531,827	0	0	0	631,176

Billing					
	1st Installment (Due 06/08/2021)	2nd Installment (Due 09/08/2021)	Totals		
Tax Billed	\$28,974.99	\$28,974.99	\$57,949.98		
Penalty Billed	\$0.00	\$0.00	\$0.00		
Cost Billed	\$0.00	\$0.00	\$0.00		
Fees/Liens/SSA Billed	\$0.00	\$0.00	\$0.00		
Total Billed	\$28,974.99	\$28,974.99	\$57,949.98		
Amount Paid	\$28,974.99	\$28,974.99	\$57,949.98		
Total Unpaid	\$0.00	\$0.00	\$0.00		
Paid By	TMF MANAGEMENT LLC	TMF MANAGEMENT LLC			
Date Paid	5/26/2021	9/1/2021			

No Forfeiture Information	
---------------------------	--

No Exemptions

#### Exhibit A, Page 2

No Farmland Information

#### No Genealogy Information

#### **Related Names**

OWNER

1986

1985

86000054

86000053

Deed

Deed

1/1/1986

12/1/1985

TMF MANAGEMENT LLC, 12127 B GALENA RD

PLANO, IL 60545

**Mailing Flags** 

Tax Bill Change Notice

Delinquent Notice Exemption Notice

Sales History								
Year	Document #	Sale Type	Sale Date	Sold By	Sold To	Gross Price	Personal Property	Net Price
2003	2003- 39769	Deed	11/1/2003	OAK CREEK BUILDERS & DEVELOP	TMF MANAGEMENT LLC	\$700,000.00	\$0.00	\$700,000.00
2003	2003- 37933	Deed	10/1/2003	CUNNINGHAM, JEFFREY	OAK CREEK BUILDERS & DEVELOP	\$300,000.00	\$0.00	\$300,000.00
1997	97009462	Deed	9/16/1997	CHICAGO T & TR CO 1087984	CUNNINGHAM, JEFFREY	\$510,000.00	\$0.00	\$510,000.00

\$0.00

\$550,000.00

\$0.00

\$0.00

\$0.00

\$550,000.00

Redemption Information							
	Year	Certificate	Туре	Date Sold	Sale Status	Status Date	Penalty Date
~	2002	200-10075	Subsequent Sale	9/18/2003	Redeemed	10/29/2003	
~	2001	200-10075	Subsequent Sale	9/20/2002	Redeemed	10/29/2003	
~	2000	200-10075	Tax Sale	10/30/2001	Redeemed	10/29/2003	
		·		Show 2 More			

#### Exhibit A, Page 3

Taxing	Bodies

District	Tax Rate	Extension
SCHOOL DIST CU-88	6.453650	\$41,955.89
COUNTY	0.623230	\$4,051.68
LITTLE ROCK-FOX FPD	0.558350	\$3,629.89
JR COLLEGE #516	0.437750	\$2,845.86
PLANO COMM LIB DIST	0.381690	\$2,481.41
LITTLE ROCK ROAD DISTRICT	0.207780	\$1,350.80
FOREST PRESERVE	0.158200	\$1,028.48
LITTLE ROCK TWP	0.093210	\$605.97
TOTAL	8.913860	\$57,949.98

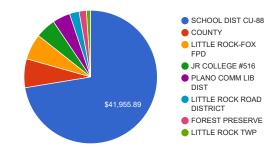


Exhibit A, Page 4

#### PARCEL DESCRIPTIONS

PARCEL ONE: THE NORTHERLY 720 FEET OF THE FOLLOWING DESCRIBED PROPERTY, TO-WIT: THAT PART OF THE EAST HALF OF SECTION I, TOWNSHIP 37 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER 19.508 CHAINS; THENCE SOUTH 12 DEGREES 40 MINUTES 00 SECONDS WEST 22.655 CHAINS; THENCE SOUTH 89 DEGREES 25 MINUTES 00 SECONDS WEST 11.535 CHAINS; THENCE SOUTH 27 DEGREES 30 MINUTES 00 SECONDS WEST 11.75 CHAINS; THENCE SOUTH 73 DEGREES EAST 6.25 CHAINS; THENCE SOUTH 19 DEGREES WEST 10.04 CHAINS TO THE CENTER OF THE OLD CHICAGO AND GALENA ROAD; THENCE NORTH 79 DEGREES 20 MINUTES 00 SECONDS WEST ALONG THE CENTER OF SAID ROAD, 387.88 FEET TO A POINT; THENCE NORTH 76 DEGREES 05 MINUTES 00 SECONDS WEST ALONG THE CENTER LINE OF SAID ROAD 796.12 FEET FOR A POINT OF BEGINNING; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 1200 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE CENTER LINE OF SAID ROAD 1200 FEET TO THE CENTER OF SAID ROAD; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID ROAD 363 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE CENTER LINE OF SAID ROAD 1200 FEET TO THE CENTER OF SAID ROAD; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID ROAD 363 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF LITTLE ROCK, KENDALL COUNTY, ILLINOIS.

PARCEL TWO: EASEMENT FOR INGRESS AND EGRESS FOR BENEFIT OF PARCEL ONE CREATED BY DEED DATED JUNE 2, 1977 AND RECORDED JUNE 3, 1977 AS DOCUMENT 77-3124 MADE BY THE OLD SECOND NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 2598 TO TWINOAK PRODUCTS, INC. OVER THE SOUTHEASTERLY 66 FEET OF THE SOUTHERLY 480 FEET OF THE FOLLOWING DESCRIBED PARCEL: THAT PART OF THE EAST HALF OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER 19.508 CHAINS; THENCE SOUTH 12 DEGREES 40 MINUTES 00 SECONDS WEST 22.655 CHAINS; THENCE SOUTH 89 DEGREES 25 MINUTES 00 SECONDS WEST 11.535 CHAINS; THENCE SOUTH 19 DEGREES WEST 10.04 CHAINS TO THE CENTER OF THE OLD CHICAGO AND GALENA ROAD; THENCE NORTH 79 DEGREES 20 MINUTES 00 SECONDS WEST ALONG THE CENTER OF SAID ROAD 387.88 FEET TO A POINT; THENCE NORTH 76 DEGREES 05 MINUTES 00 SECONDS WEST ALONG THE CENTER LINE OF SAID ROAD 387.88 FEET TO A POINT OF BEGINNING; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 1200 FEET; THENCE SOUTHEASTERLY PARALLEL WITH THE CENTER LINE OF SAID OLD CHICAGO AND GALENA ROAD 363 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE CENTER LINE OF SAID ROAD 1200 FEET TO THE CENTER LOOR THE CENTER LINE OF SAID OLD CHICAGO AND GALENA ROAD; THENCE NORTHWESTERLY AT RIGHT ANGLES TO THE CENTER LINE OF SAID ROAD 1200 FEET TO THE CENTER LOOR, KENDALL COUNTY, ILLINOIS.

# **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

#### 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
  - o Job creation and retention and capital investment in land, buildings, and equipment
- Fiscal Impact
  - o Total amount of new estimated property tax generated by the business expansion
- Strategic Impact
  - o Factors such as the median salary of the employees, total payroll, and the quality of benefits available to the employees
- Other Impacts
  - o 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
  - o 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.

# **County of Kendall**

Name of Company: TMF Management, LLC
Corporate Address: 12127B Galena Road Plano, IL 60545
Company Contact Person: Greg Kuppler
Address:12127B Galena Road Plano, IL 60545
Phone: 630-552-7575
Fax:
Proposed Location in Kendall County: 12127B Galena Road Plano, IL
PIN #:01-01-200-002
Proposed start of Construction: March 2022
Proposed start up of Operations: Summer 2022
What product(s) or services will be produced in the proposed facility?
TMF Management owns the building and TMF Plastic Solutions, LLC is the lessee. TMF Plastic Solutions, LLC manufactures and distributes plastic products so the facility will be expansion of its operations. The lease agreement expires on January 1, 2042.

#### **EMPLOYMENT**

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

Job Title	Mgt., Supv.,	pv., Occupational Number of Jobs			os	Wages/ Salaries*		
	or Worker	Code	Initial	After Year 1	After Year 2	Starting	Maximum	
Production labor	Worker		10	20	20	\$13	\$16	

<sup>\*</sup>Not Including Benefits

Explanation and details of work force.

The workforce primarily consists of machine operators and production laborers.

**Application for Tax Abatement** 

#### **EMPLOYEE BENEFITS**

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

Fringe Benefit	Type of Benefit	Company Portion	<b>Employee Portion</b>
		(Annual %)	(Annual %)
Medical Insurance	HMO, PPO, HSA	Varies*	Varies*
Dental Insurance	PPO	0%	100%
Vision Insurance	Voluntary	0%	100%
Pension Plan  Defined Benefit  401(K)	401(k) Plan	We are considering implementing a matching contribution	Pre-tax and Roth
Disability			
Life Insurance	Voluntary	0%	100%
Other Benefits (please specify)	ESOP**	100%	0%

<sup>\*</sup>Employer pays a flat amount regardless of coverage levels so percentages vary based on plan and coverages but generally employer covers about 30% for family and approximately 85% for employee-only coverage.

<sup>\*\*</sup>Employer is an employee-owned company.

## **County of Kendall**

#### VALUATION ANALYSIS

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

Land size	5 acres
Building size	20,000 sq. ft.
Building height	32 feet
Type of Construction	Steel frame/siding
Estimated dollar value of sales attributed to site	\$30 million
Total Investment in new machinery and equipment purchased from local Kendall County businesses	\$100,000
Provide a construction budget that shows the allocation of cost for	each phase of the process.
Is the property one of the following:	
New facility	
Expansion of an existing facility	yes
Previously closed facility	
The current assessed valuation of the property:	
Land	102,329
Improvements	547,782
Total	650,111
What is the estimated cost of the completed facilities?	
Cost of land and site development	\$ 20,000
Cost of buildings	\$1.8 million
Cost of permanent fixed equipment	\$60,000
Cost of pollution control devices	\$ <u> </u>
Cost of non-fixed equipment	\$_150,000
Cost of installation/construction	<u>\$</u> 200,000
Total Cost	\$ 2.23 million
ESTIMATED MARKET VALUE (If application is approved, this value will be incorporated into the Tax A	\$ 3.2 million  Abatement Agreement)

KENDALL COUNTY ADMINISTRATIVE SERVICES | ECONOMIC DEVELOMENT 111 W. FOX STREET, ROOM 316, YORKVILLE, IL 60560

#### IMPACT UPON INFRASTRUCTURE

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

No additional utilities or infrastructure will be needed as we will tap into existing lines.

How will they be funded?

n/a

#### IMPACT UPON THE ENVIRONMENT

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

No

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.

No

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.

No

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.

Yes

#### APPROPRIATE LOCATION

Which planning and zoning authority (1	nunicipality or county) has jurisdiction of this site?
Kendall County	/
What is the current zoning?	
0080 - Industrial	
If not currently zoned for the intended t	ise, what is the planned use in the Comprehensive plan?
n/a	
Please attach a site plan and a sketch or	artists conception of the building(s), landscape plans etc.
application for a property tax abatemen hereto are true and correct. I further u rejection of the application: I further	certify that I am an official of the applicant business with authority to make t, that I have read this application and that the application and any attachment understand that inaccurate information or misrepresentations may be cause fo understand that failure to implement these representations will be sufficient agreement and repayment of any taxes, which have been abated.
Signature	2/23/2022 Data
Signature	Date
President Title	

# AGREEMENT FOR TMF Management, LLC

# ABATEMENT OF REAL PROPERTY TAXES

**EXHIBIT "C"** 

**CONTACT INFO** 

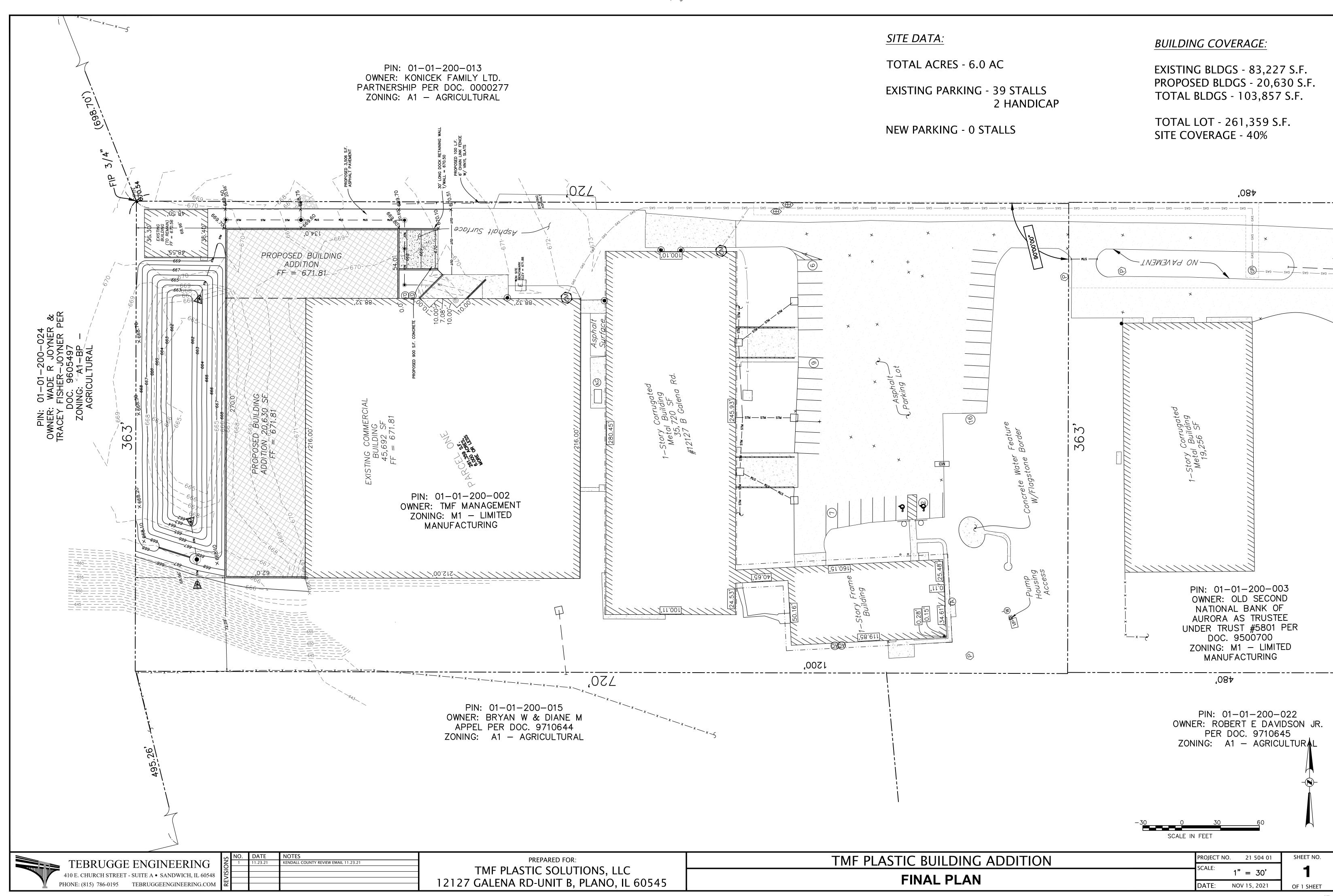
TMF Management, LLC 12127B Galena Road Plano, IL 60545 630-552-7575 ben@tmfplastics.com

# AGREEMENT FOR TMF Management, LLC ABATEMENT OF REAL PROPERTY TAXES

#### **EXHIBIT "D"**

Description of Addition

Property addition is about 20,000 square feet used primarily for warehousing inventory and other materials used in the manufacturing process.



#### **LOCAL GOVERNMENT**

(50 ILCS 70/) Decennial Committees on Local Government Efficiency Act.

(50 ILCS 70/1)

Sec. 1. Short title. This Act may be cited as the Decennial Committees on Local Government Efficiency Act.

(Source: P.A. 102-1088, eff. 6-10-22.)

(50 ILCS 70/5)

Sec. 5. Definitions. As used in this Act:

"Governing board" means the governing body of a governmental unit. If the governmental unit is a road district, then "governing board" means the governing body of the road district, as provided in Division 1 of Article 6 of the Illinois Highway Code, including, but not limited to, the highway board of auditors, the highway commissioner of a township road district, the township board of trustees, the city council, the municipal president and board of trustees, or the county board, as applicable.

"Governmental unit" means all entities that levy taxes and are also units of local government, as defined in Section 1 of Article VII of the Illinois Constitution, except municipalities and counties.

(Source: P.A. 102-1088, eff. 6-10-22; 102-1136, eff. 2-10-23.)

(50 ILCS 70/10)

Sec. 10. Formation of committee; members; vacancy; administrative support.

- (a) By June 10, 2023 (one year after the effective date of this Act) and at least once every 10 years after June 10, 2023, each governmental unit must form a committee to study local efficiencies and report recommendations regarding efficiencies and increased accountability to the county board in which the governmental unit is located.
- (b) Each committee's membership shall include the elected or appointed members of the governing board of the governmental unit; at least 2 residents within the territory served by the governmental unit, who are appointed by the chair of the governing board, with the advice and consent of the governing board; and any chief executive officer or other officer of the governmental unit. The committee shall be chaired by the president or chief elected or appointed official of the governing board or his or her designee. The chairperson may appoint additional members to the committee as the chairperson deems appropriate.

Committee members shall serve without compensation but may be reimbursed by the governmental unit for their expenses incurred in performing their duties.

(b-5) In lieu of the committee described in subsection (a), a highway commissioner of a township road district in a county with a population under 400,000 and the township board of the same township may

form a joint committee for the purposes described in subsection (a). That joint committee shall include: the township trustees; the highway commissioner; at least 2 residents of the territory served by the governmental unit appointed by the township supervisor with the advice and consent of the township board; at least one resident of the governmental unit appointed by the highway commissioner; and the township supervisor. The joint committee shall be chaired by the township supervisor and shall issue a joint report with 2 sections, one section for the township and one section for the road district. Except with respect to its composition and report, the joint committee shall otherwise comply with subsection (b). References in this Act to a "committee" shall also include a joint committee formed under this subsection.

- (c) A committee may employ or use the services of specialists in public administration and governmental management and any other trained consultants, analysts, investigators, and assistants it considers appropriate, and it may seek assistance from community colleges and universities as necessary to prepare the report required under Section 25.
- (d) If a vacancy occurs in the committee membership, the vacancy shall be filled in the same manner as the appointments under subsection (b).
  - (e) Each governmental unit shall provide administrative and other support to its committee.

(Source: P.A. 102-1088, eff. 6-10-22; 102-1136, eff. 2-10-23.)

(50 ILCS 70/15)

Sec. 15. Duties of a committee. The duties of a committee include, but are not limited to, the study of the governmental unit's governing statutes, ordinances, rules, procedures, powers, jurisdiction, shared services, intergovernmental agreements, and interrelationships with other governmental units and the State. The committee shall also collect data, research, and analysis as necessary to prepare the report described in Section 25.

(Source: P.A. 102-1088, eff. 6-10-22.)

(50 ILCS 70/20)

Sec. 20. Meetings. Each committee shall meet at least 3 times. The committee may meet during a regularly scheduled meeting of the governmental unit as long as: (1) separate notice is given in conformance with the Open Meetings Act; (2) the committee meeting is listed as part of the governing board's agenda; and (3) at least a majority of the members of the committee are present at the committee's meeting. Each meeting of the committee shall be public, and the committee shall provide an opportunity for any person to be heard at the public hearings for at least 3 minutes. The committee may require speakers to register. The committee shall meet in accordance with the Open Meetings Act, and the committee shall be a public body to which the Freedom of Information Act applies.

At the conclusion of each meeting, the committee shall conduct a survey of residents who attended asking for input on the matters discussed at the meeting. A survey conducted via email to all residents

who attended the meeting and provided a valid email address will be sufficient to satisfy the requirements of this paragraph.

```
(Source: P.A. 102-1088, eff. 6-10-22; 102-1136, eff. 2-10-23.)
```

```
(50 ILCS 70/25)
```

Sec. 25. Report. Each committee shall summarize its work and findings within a written report, which shall include recommendations in respect to increased accountability and efficiency, and shall provide the report to the administrative office of each county board in which the governmental unit is located no later than 18 months after the formation of the committee. The report shall be made available to the public.

For purposes of this Section, if a governmental unit is located in multiple counties, the committee may, if required, provide the same report to the county board of each of those counties.

```
(Source: P.A. 102-1088, eff. 6-10-22; 102-1136, eff. 2-10-23.)
```

```
(50 ILCS 70/30)
```

Sec. 30. Dissolution of the committee. After a committee has made the report required under Section 25 available to the public, the committee is dissolved until it is reestablished with newly appointed members under Section 10.

```
(Source: P.A. 102-1088, eff. 6-10-22.)

(50 ILCS 70/85)
Sec. 85. (Amendatory provisions; text omitted).

(Source: P.A. 102-1088, eff. 6-10-22; text omitted.)

(50 ILCS 70/90)
Sec. 90. (Amendatory provisions; text omitted).

(Source: P.A. 102-1088, eff. 6-10-22; text omitted.)

(50 ILCS 70/99)
Sec. 99. Effective date. This Act takes effect upon becoming law.
```

(Source: P.A. 102-1088, eff. 6-10-22.)

#### Kendall County Economic Development Commission Loan Status 9/30/2023

		A		В	C	D		E
	Last Pymt	Monthly Payment		Total Paid			Bank Totals	
Account Name	Loan Date	Principal	Interest Rate	Principal	Interest	Principal Balance	Interest Earned	Bank Balance includes I earned
							444.449.49	074 210 04
Surplus - EDC BB #815-535							444,443.42	976,318.06
Law Office Corporation								
Payment: #90	9/1/2023	104.34		479.47	99.58			
Loan Status: Midland State Bank	3/11/2015	450.56 <u>120,000.00</u> 120,450.56	1.50%	35,652.46	11,312.23	84,798.10	122.74	47,087.43
Lucky's Beef N Dogs								
Payment: #45	9/15/2023	225.00		164.56	60.44			
Loan Status: BB 286	5/23/2017	32,086.20	2.90%	7,241.06	3,183.94	24,845.14		12,316.96
Grace Holistic Center for Education								
Payment: #29	9/8/2023	1,332.63		1,145.33	187.30			
Loan Status: Midland State Bank	5/1/2021	100,000.00	3.25%	31,988.60	6,657.67	68,011.40	41.97	38,688.24
Camp Mutty Paws								
Payment: #17	9/14/2023	727.10	3.50%	620.50	129.50		8.76	12,772.66
Loan Status: Midland State Bank	5/1/2022	54,100.00		10,321.50	2,442.40	43,778.50		
Minooka Water Project	2/7/2023		1.00%					750,000.00
Total Loan Statuses		306,636.76	+	85,203.62	23,596.24	221,433.14	444,566.16	1,837,183.35

Total Assets (D +E) 2,058,616.49



# Sandwich Public Library District 2023 Decennial Committee Report

#### I. UNIT OF GOVERNMENT SUBMITTING THIS REPORT:

Name of Library:

Sandwich Public Library District

**Address of Main Library Office:** 

925 Main St. Sandwich IL, 60548

#### II. INFORMATION ABOUT OUR LIBRARY:

a. We are located in **DeKalb** County, and serve **DeKalb**, **Kendall & LaSalle** Counties. There are **13** public library districts in DeKalb County.

- b. The population of the territory in which our Library is located is 7,714 (as of 2020 census).
- c. We have 10 employees of the Library (not including board members).
- d. Our annual budget for FY2023-2024 is: \$708,454.61
- e. Our Library's equalized assessed valuation (EAV) for 2023 is \$189,894,694.

#### III. INFORMATION ABOUT OUR COMMITTEE:

a. Committee Members:

Note: Per 50 ILCS 70/10(b), the committee membership must include all the elected or appointed members of the library board of trustees (President and Trustees), the Executive Director or other official of the Library, and two residents appointed by the Board President. The President may appoint more than two residents if deemed appropriate.

TITLE:	NAME:
<b>Board President</b>	Emily Assell
<b>Board Vice President</b>	Jane Wolf
Board Treasurer	Jennifer Penn
<b>Board Secretary</b>	Julie Koesler
<b>Board Trustee</b>	Nancy Sanders
Board Trustee	Heather Lee
Board Trustee	Stacy Wendt
Director	Barbara Posinger
Resident	Denise li

Resident	Jennifer Boring
THE RESERVE AND ADDRESS OF THE PARTY OF THE	

b. Dates that our Committee Met (50 ILCS 70/20):

SCHEDULE:	DATE:
Established	May 9 <sup>th</sup> , 2023
First Meeting	June 6 <sup>th</sup> , 2023
Second Meeting	June 27 <sup>th</sup> , 2023
Third Meeting	August 29 <sup>th</sup> , 2023
Additional Meetings	n/a

# IV. CORE PROGRAMS OR SERVICES OFFERED BY OUR LIBRARY

- a. Our Library offers the following core services and programs:
  - i. Partnerships with RAILS and PrairieCat library consortium
  - ii. Access to physical resources such as books, movies, music, reference guides, magazines,
  - iii. Access to digital resources such as wifi, public computers, online catalog, reference databases, readers' advisory resources, streaming content, ePrinting, eBooks and audiobooks
  - iv. Access to faxing, copying, scanning, laminating and printing services
  - v. Access to local history documents
  - vi. Homebound delivery services
  - vii. Educational and recreational programming on-site and offsite for all ages including, but not limited to, book clubs, virtual reality interactive gaming, summer reading events, technology education, bilingual events, and story times.
  - viii. License Plate Renewals
  - ix. Free Summer lunches for youth
  - x. Community Podcast
  - xi. Access to free & discounted museum, adventure, theater, store and more tickets
  - xii. Career Online High school Diploma Scholarships
  - xiii. Notary and Voter registration services
  - xiv. Proctor service
  - xv. Recycling services
  - xvi. Public warming and cooling center services
  - xvii. Talking books & Zoomtext software availability for the visually impaired
  - xviii. Interlibrary loan services
  - xix. Study rooms
  - xx. Public meeting room rentals for outside organizations
  - xxi. Volunteer opportunities for all ages
- b. Other core services/programs we could possibly provide:
  - i. Passport services
  - ii. ESL/SSL services
  - iii. Outdoor Story Walk

iv. Addition of another programming room

# V. AWARDS AND RECOGNITIONS CORE PROGRAMS OR SERVICES OFFERED BY OUR LIBRARY

Our Library has received the following awards, distinctions and recognitions:

i. Nominated for the Sandwich Chamber of Commerce's 2022 Business of the Year Award.

#### VI. <u>INTERGOVERNMENTAL AGREEMENTS</u>

We partner with or have Intergovernmental Agreements with the following other governments (list as many as you have):

ENTITY:	SERVICES OFFERED:
Illinois Libraries Present	Joint purchasing of library programs, events and services

#### VII. COMMUNITY PARTNERSHIPS

Our Library's efficiency has increased through communal cooperation in the following ways (list cost savings, avoiding duplicated services, etc.):

ORGANZATION:	SERVICES OFFERED:
Sandwich Area Chamber of Commerce	Shared marketing, networking and collaborating with local businesses and nonprofits, hosting biz expos
Local Schools CUSD #430: Haskin Elementary, Prairie View Elementary, Woodbury Elemetary, Dummer Elementary, Sandwich Middle School, Sandwich High School	Library Tours, School Visits, Booths during community events
Open Door	Volunteer collaborations
DeKalb County Health Department	Annual Emergency Preparedness Training
Pavilion on Main	Offsite programming
Fox Valley Community Services	Collaborative programming
Sandwich Park District	Collaborative programming
Sandwich City Hall	Potential project developments, city-related necessities
Local Individuals – Volunteers	At-will & Court-ordered volunteer opportunities
Local Businesses:  A&B Exteriors, Rosatis, McDonalds, Subway, Johnny K's, Brendas, Classic Cinemas, Shady Cat Club, and more	Partner and collaborate with local businesses for programming opportunities and funding
Northern Illinois Food Bank (NIFB)	Collaboration with NIFB to provide free summer lunches to youth aged 18 and under

Sandwich Opera House	Collaborative Programming
Stone Mill Museum	Collaborative Programming
Thriftbooks	We send Thriftbooks book donations the library cannot keep
	in-house.

#### VIII. REVIEW OF LAWS, POLICIES, RULES AND PROCEDURES, TRAINING MATERIALS, AND OTHER DOCUMENTS

We have reviewed the following, non-exhaustive list of laws, policies, training materials, and other documents applicable to the Library in order to evaluate our compliance and to determine if any of the foregoing should be amended.

REVIEWED:	POLICY, TRAINING MATERIALS, OTHER DOCUMENTS
X	State laws applicable to Libraries
X	Illinois Open Meetings Act (5 ILCS 120/1 et seq.)
X	Policy on public comment
Х	Designation of OMA officer (5 ILCS 120/1.05(a))
Х	All Board Members have completed OMA Training (5 ILCS 120/1.05(b))
X	Schedule of Regular Meetings of the Library Board (5 ILCS 120/2.03)
X	Illinois Freedom of Information Act (5 ILCS 140/1 et seq.)
Х	Designation of FOIA Officer (5 ILCS 140/3.5(a))
X	FOIA Officer Training (5 ILCS 140/3.5(b))
X	Computation and Retention of FOIA Requests (5 ILCS 140/3.5(a))
X	Posting Other Required FOIA Information (5 ILCS 140/4(a); 5 ILCS 140/4(b))
Х	List of Types or Categories of FOIA Records under Library Control (5 ILCS 140/5)
X	Periodic Meetings to Review Closed Meeting Minutes (5 ILCS 120/2.06(d))
X	IMRF Total Compensation Postings (5 ILCS 120/7.3)
Х	Designation of Whistleblower Auditing Official (50 ILCS 105/4.1 et seq.)
X	All applicable officials have filed statement of economic interests (5 ILCS 420/4A-101; 5 ILCS 420/4A-101.5 et seq.)
X	Sexual harassment prevention training (775 ILCS 5/2-109(C)
Χ	Our Intergovernmental Agreements
Χ	Our budget and financial documents
Х	State Ethics Laws, including, but not limited to the State Officials and Employees Ethics Act (5 ILCS 430/1-1 et seq.)
X	Reports on government efficiency, including "Local Government Efficiency and Size in Illinois: Counting Tax Revenues, Not Governments" by Wendell Cox (2016)
	Others (List Below or Attach):  • Attached Policy Calendar  • Attached annual statistics from last three years.

Sandwich Public Library District | 4

#### IX. WHAT HAVE WE DONE WELL?

(List any budget/levy freezes or reductions in the past decade; list new programs or services offered to residents over the past decade; list any ethics ordinances adopted; timely FOIA compliance; responsiveness to public; list any new intergovernmental agreements; list any increase in number of library patrons served, etc.)

- i. Refinanced library bonds in FY 2021-2022 reduced taxpayers burden
- ii. FOIA responses are answered in the appropriate timely fashion within past three years
- iii. Initiated License Plate Renewals in April of 2022. Since beginning, library has provided this service to 305 individuals.
- iv. Career Online High School library purchased 10 scholarships through a grant in 2019. Since then, we have had one graduate and two additional students well on their way to graduating with a legitimate High School Diploma
- v. Added new databases Encyclopedia Britannica (reference) and BookBrowse (Readers' advisory)
- vi. The library became an early voting site in 2021 and has remained one since.

  April 2023 = 89 voters; November 2022 = 609 voters; June 2022 = 180 voters
- vii. The library collaborates with NIFB to offer a free Summer Lunch Program to youths aged 18 and under. We have offered this annually since 2015 apart from pandemic years.
- viii. The library provided access to materials and services during the pandemic in a safe manner for staff and patrons.
- ix. The library successfully built a new building that opened in 2015.
- x. The library entered into an IGA with Illinois Libraries Present to offer more opportunities for popular programming we otherwise would not have been able to provide.
- xi. The library offers Notary and Voter Registration Services to the public within the past decade
- xii. The library has hosted two Blood Drives in the past decade.
- xiii. The library hosts an annual Summer Reading Program for all ages that encourages reading and reduces summer slide. The program has grown in attendance over the past few years.
- xiv. The library has created circulating accessibility kits themed for autism and dementia. We have also purchased and installed ZoomText software on a public computer to offer accessibility for low-vision users.
- xv. The library has offered plastic bag recycling to our community since 2018.
- xvi. The library has offered an electronics recycling program to the public twice within the past five years. We are planning to offer this once annually.
- xvii. The library has offered a shredding program to the public once in the past 5 years. This was not as successful as we hoped, but we will be trying again. We suspect weather and time of service caused low attendance.
- xviii. The library has worked with local government officials to provide office hours onsite for the past 4 years, apart from pandemic years.
- xix. The library has partnered with Chicago's *Reason to Give* organization and Sandwich's *Christmas Angels* organization to provide giving trees that offer gifts to families in need for the holidays since 2018, apart from pandemic years.
- xx. The library offers to receive materials donations from the public and sorts through donations to either add to the collection, place in our ongoing book sale and/or donate to ThriftBooks.
- xxi. The library offers volunteer opportunities for all ages, including court-mandated requirements.
- xxii. The library created a new, more user-friendly website in 2016, and updated again in 2023
- xxiii. The library has hosted a community business expo that brought more people into the building that may not normally have visited

## X. WHAT INEFFICIENCIES DID WE IDENTIFY/WHAT ARE OUR NEXT STEPS?

We realized our library does not have a Whistleblower policy and will be working to develop and approve one in the coming months. We will also be sure to include it with staff End of Year Notices in order to comply with the annual rule.

We also realized our FOIA page on the library website was not updated with current information and was unclear regarding the form. This will be updated immediately along with a plan to review and update annually.

#### XI. STUDIES ON GOVERNMENTAL EFFICIENCIES

The committee reviewed "Local Government Efficiency and Size in Illinois: Counting Tax Revenues, Not Governments" by Wendell Cox (2016) and concluded the following:

Contrary to popular belief, smaller organizations tend to be more responsive to their community, respectful of taxpayer funds, more efficient with taxpayer money, and more accountable with the delegation of public reserves. Learning this, we understood that our library is in a prime position to explore, research and address the more specific needs present within the population we serve in order to provide services and materials that would be the most beneficial to our direct community.

# XII. OUR COMMITTEE'S RECOMMENDATIONS REGARDING INCREASED ACCOUNTABILITY AND EFFICIENCY:

We plan to continue to review and reflect library procedures and policies or order to maintain effective, consistent and up-to-date service.

We plan to create a new Strategic Plan that will include surveys of our community in order to better understand community needs and implement updated procedures, processes, materials, and services that reflect those needs.

We plan to create calendars that reflect areas in which we were incompliant in order to ensure consistent future compliance.

We plan to continually be mindful of accountability, efficiency, productivity, and compliance so we may uncover and address unknown gaps in our current processes, avoid future inefficiencies, and maintain the ability to evolve and/or adjust efficiencies as they may arise.

Note: This Report must be filed with the county (or	counties) no later than 18 months after the first committee meeting.
Submitted by:	Jane In Walf
	Chairman, Decennial Efficiency Committee
Date of Committee Approval of Report:	8/29/23

POLICY REVIEW CALENDER

Updated 08/10/23



-	IOI KEVIEW CALLINDER	opadica	00/10/23		
Review	Policies	Date Est.	Date Reviewed	Date Updated	Expired?
qe	Authority to Spend	1/2014	1/2016	1/2016	
Jan / Feb	Budget & Finance	3/2014	3/2016	3/2016	
	Bylaws	10/2005	6/2021	6/2021	
pr	Calendar of Closings	Annual Recreation	6/2023	6/2023	
Mar / Apr	Collection Development Policy	11/2021			
	Confidentiality of Records Policy	5/1/2019 (?)			
Ę	Coronavirus Employee Safety Policy	9/2020			
May / Jun	Disaster & Emergency	10/2007			
	Display Space Policy	10/2013			
Ō	Division of Responsibility	8/2014	3/2016	3/2016	
Jul / Aug	Donation Recognition	10/2013	1/2016	1/2016	
	FMLA Leave Expansion and Emergency Paid- Sick Leave Policy	<del>9/2020</del>	<del>9/2020</del>		Yes
77	Freedom of Information Act (FOIA) & Form	9/2014	5/2019	5/2019	
Sep / Oct	Guidelines for Database and Internet Use by Library Staff	10/2013	10/2013	10/2013	
	Indemnification & Insurance	1/2015	3/2016	3/2016	
၁မ	Internet & Computer Use Policy	10/2012	5/2019	5/2019	
Nov / Dec	Investment of Public Funds	11/2013	1/2014	1/2014	
~	Laminating Policy & Application	9/1/2018 (?)	10/2021	11/2021	
q	Library Services Policy	4/2010	5/2019	5/2019	
Jan / Feb	Lightning Detection Policy	9/2016			
	Loan Regulations & Fees Policy	5/1/2019 (?)			

	Maintenance Plan	8/2009	The second secon		
Mar / Apr	Materials Selection Policy	<del>5/2019 (?)</del>			Yes as of 11.09.21
Z	Notary Policy	8/2023			
c	Patron Conduct Policy	1/2014	8/2023	8/2023	
May / Jun	Personnel Policy	4/2010	8/2021	8/2021	
N	Photo & Recording Policy	1/2020	7/2023	8/2023	
	Public Comment Policy	5/2015	5/2015	5/2015	
Jul / Aug	Purchasing Policy	4/2014			
7	Room Use Policy	12/2015	7/1905		
	Safety (masks) Policy	7/2020	9/2021	9/2021	
Sep/Oct	Security Camera Policy	9/2016			
S	Sexual Harassment Resolution & Policy	5/2019 (?)	3/2020	3/2020	
Nov / Dec	Unattended Children Policy	4/2014	5/2019	5/2019	
Nov /	Whistleblower	8/2023			
	ALA Library Bill of Rights	n/a	Pers. Policy	Pers. Policy	
	ALA Freedom to Read Statement	n/a	Pers. Policy	Pers. Policy	
	Social Media Policy	n/a	Pers. Policy	Pers. Policy	

# Sandwich Public Library District Monthly Statistics Annual • FY July 2020- June 2021

## **CIRCULATION**

Monthly Statistics	Total	
Items Added	2451 Registrations	121
Items Deleted	1757	MARTINIA DE CANADA DE LA COMPANSIONA DEL COMPANSIONA DE LA COMPANS
Total items	41697 Total Patrons	2788

Circulation Activity	Total
Items Checked Out	20429
Item Renewals	1151
Total	21580

Interlibrary Loan Activity	Total
ILL Lent	5902
ILL Borrowed	6381
Total	12283

Circulation Statistics - MATERIALS	Check Outs	Percentage
Books	15376	71.36%
Periodicals/Magazines	379	1.76%
Audiorecordings- Books	823	3.82%
Audiorecordings- Music	436	2.02%
Videorecordings	4352	20.20%
Videogames	182	0.84%
Total	21548	100.00%

Circulation Statistics - AGE GROU	Check Outs	Percentage
Adults	13094	60.87%
Juvenile	7441	34.59%
Young Adult	977	4.54%
Total	21512	100.00%

Reference Statistics	Total
In-Person Queries	917
Phone Queries	1426
Technology Queries / Use	553
Study Room/PMR Usage	37
Curbside/Book Locker	1139
Voter Registration	7
Notary	83
Total	4162

Digital Resources	Check Outs Percent

Total	8721	100.00%	
Scolastic Teachables	2	0.02%	*began collecting in 04.21
Mobile App User Set-ups	79	0.91%	*began 03.22
Mobile App Hits	1965	22.53%	*began 03.21
Kanopy	131	1.50%	*began 01.21
Explore More Illinois	0	0.00%	
Heritage Quest	0	0.00%	
Ancestry	79	0.91%	
Museum Adventure Pass	10	0.11%	
Newsbank	273	3.13%	
eRead Illinois- Audio	592	6.79%	
eRead Illinois- eBook	956	10.96%	
OMNI Audio- Audio	1 <i>7</i> 37	19.92%	
OMNI Books- ebooks	2897	33.22%	

Computer Usage	Adult	Youth	Total
Website Visits (began collecting in 12.20)			97425
Wi-fi Sessions (began collecting in 12.20)			758
Public Computer Use	1027	67	1094

Petron Door Count	12581
Patron Door Count	12301

# **PROGRAMMING**

Adult Programs	Attendence	Sessions
Total	1572	104
Children Programs	Attendence	Sessions
Total	1448	129
Teen Programs	Attendence	Sessions
Total	399	61
Family Programs	Attendance Se	essions
Total	320	12
Programming Totals	Attendance Se	essions
	3739	306

# Sandwich Public Library District Monthly Statistics ANNUAL FY2122

# **CIRCULATION**

Monthly Statistics	Total		
Items Added	2624	Registrations	274
Items Deleted	744	***************************************	***************************************
Total items	3368	Total Patrons	2667

Circulation Activity	
Items Checked Out	28267
Item Renewals	1423
Total	29690

SPLD ROI	Tota	l Value
Reg. Circ	\$	145,099.40
SelfCheck	\$	33,192.72
Total	\$	178,292.12

Interlibrary Loan Activity	Total
ILL Lent	5579
ILL Borrowed	6236
Total	11815

Circulation Statistics - MATERIALS	Check Outs	Percentage
Books	36906	83.33%
Periodicals/Magazines	410	0.93%
Audiorecordings- Books	929	2.10%
Audiorecordings- Music	409	0.92%
Videorecordings	5309	11.99%
Videogames	325	0.73%
Total	44288	100.00%

Circulation Statistics - AGE GROUP	Check Outs	Percentage
Adults	16911	57.07%
Juvenile	11521	38.88%
Young Adult	1198	4.04%
Total	29630	100.00%

Reference Statistics	Total
In-Person Queries	1427
Phone Queries	1094
Technology Queries	1237
Study Room/PMR Usage	300
Curbside / Book Locker	195
Notary	129
Voter Registration	11
License Plate Renewals	54
Total	4447

Digital Resources	Check Outs	Percent
OMNI Books- ebooks	2748	19.16%
OMNI Audio- Audio	1728	12.05%
eRead Illinois- eBook	780	5.44%
eRead Illinois- Audio	580	4.04%
Newsbank	141	0.98%
Museum Adventure Pass	48	0.33%
Ancestry	217	1.51%
Heritage Quest	0	0.00%
Explore More Illinois	0	0.00%
Kanopy	163	1.14%
Mobile App Hits	7771	54.19%
Mobile App User Set-ups	165	1.15%
Total	14341	100.00%

account menu account setups

Computer Usage	Adult	Youth	Total
Website Visits			155832
Wi-fi Sessions			1983
Public Computer Use	1772	289	2061

Patron Door Coun	26049

#### **PROGRAMMING**

Adult Programs	Attendence	Sessions	
Total	1715		214

Children Programs	Attendence	Sessions
Total	1018	164

Teen Programs	Attendence	Sessions
Total	206	66

Family Programs	Attendance Sessions	5
Total	1292	37

Programming Totals	Attendance	Sessions
Table 1 to 1 t	4231	481

# Sandwich Public Library District Monthly Statistics ANNUAL FY2223

# CIRCULATION

Monthly Statistics	Total		
Items Added	2060	Registrations	314
Items Deleted	440		
Total items	45007	<b>Total Patrons</b>	2667

Circulation Activity	
Items Checked Out	28870
Item Renewals	1549
Total	30419

SPLD ROI	Total	Value
Reg. Circ	\$	560,501.15
SelfCheck	\$	128,851.15
Total	\$	689,352.30

Interlibrary Loan Activity	Total
ILL Lent	5755
ILL Borrowed	6164
Total	11919

Circulation Statistics - MATERIALS	Check Outs	Percentage
Books	22774	74.87%
Periodicals/Magazines	418	1.37%
Audiorecordings- Books	1043	3.43%
Audiorecordings- Music	438	1.44%
Videorecordings	5424	17.83%
Videogames	321	1.06%
Total	30418	100.00%

Circulation Statistics - AGE GROUP	Check Outs	Percentage
Adults	18687	62.48%
Juvenile	10066	33.66%
Young Adult	1156	3.87%
Total	29909	100.00%

Reference Statistics	Total
In-Person Queries	1751
Phone Queries	1298
Technology Queries / Use	1677
Study Room	292
PMR	42
Curbside/Book Locker	119
Voter Registration	2
Notary	153
License Plate Renewals	200

Total	5534
-------	------

Digital Resources	Check Outs	Percent
OMNI Books- ebooks	2568	
OMNI Audio- Audio	1915	
eRead Illinois- eBook	733	9.74%
eRead Illinois- Audio	529	7.03%
Newsbank	204	2.71%
Museum Adventure Pass	47	0.62%
Ancestry	142	1.89%
Heritage Quest	0	0.00%
Explore More Illinois	4	0.05%
Kanopy	131	1.74%
Mobile App Hits	1179	15.66%
Mobile App User Set-ups	77	1.02%
Total	7529	100.00%

account menu
account setups

Computer Usage	Adult	Youth	Total
Website Unique Visitors			40073
Website Pageviews			000101
Wi-fi Sessions		-	884
Public Computer Use	1902	251	***************************************

Patr	on Door Count	32708
		02/00

# **PROGRAMMING**

Adult Programs	Attendence	Sessions	1
Total	1617		203

Children Programs	Attendence	Sessions
Total	2107	193

Teen Programs	Attendence	Sessions
Total	134	52

Family Programs	Attendance S	Sessions
Total	1251	11

Programming Totals	Attendance	Sessions	
	5109		459