

West Chicago, Illinois 60185  
Attention: Mayor

With copies to:

City of West Chicago  
475 Main Street  
West Chicago, Illinois 60185  
Attn: City Administrator

Bond, Dickson & Associates  
400 Knoll Street  
Wheaton, Illinois 60187  
Attn: Patrick Bond

West Chicago, Illinois 60185  
Attention: President

With copies to:

West Chicago Library District  
118 West Washington Street  
West Chicago, Illinois 60185  
Attn: Executive Director

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

**C. If to the ELEMENTARY SCHOOL DISTRICT:**

West Chicago Elementary  
School District 33  
312 East Forest Avenue  
West Chicago, Illinois 60185  
Attention: President

With copies to:

West Chicago Elementary  
School District 33  
312 East Forest Avenue  
West Chicago, Illinois 60185  
Attention: Superintendent

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

**D. If to the HIGH SCHOOL DISTRICT:**

Community High School  
District 94  
157 West Washington Street  
West Chicago, Illinois 60185  
Attention: President

With copies to:

Community High School  
District 94  
157 West Washington Street  
West Chicago, Illinois 60185  
Attention: Superintendent

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

**E. If to the DUPAGE AIRPORT AUTHORITY:**

DuPage Airport Authority  
2700 International Drive, Suite 200  
West Chicago, Illinois 60185  
Attention: Chairman

With copies to

DuPage Airport Authority

**F. If to the DEVELOPER:**

Norix Group, Inc.

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

With a copy to:

Meyers & Flowers

2700 International Drive, Suite 200  
West Chicago, Illinois 60185  
Attention: Executive Director  
Law Offices of Schirott, Luetkehans  
& Garner, LLC  
105 E. Irving Park Rd.  
Itasca, IL 60143  
Attention: Phillip A. Luetkehans

3 N. Second Street, Suite 300  
St. Charles, Illinois 60147  
Attention: Andrew E. Kolb

G. If to the FIRE PROTECTION  
DISTRICT:

West Chicago Fire Protection District  
200 Freemont Street  
West Chicago, Illinois 60185  
Attention: President

With copies to:

West Chicago Fire Protection District  
200 Freemont Street  
West Chicago, Illinois 60185  
Attention: Fire Chief

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

or to such other address, or additional individuals/entities, as any Party may from time to time designate in a written notice to the other Parties. Service by personal delivery shall be deemed given when delivery occurs, and service by certified or registered mail shall be deemed given three (3) days after depositing same in the mail.

7. **COUNTERPARTS.** This Agreement may be executed simultaneously in up to seven (7) counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

8. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding

between the Parties and supersedes any prior understanding or written or oral agreements between them regarding the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

9. **EFFECTIVE DATE.** This Agreement shall be deemed dated and become effective on the date the last of the Parties execute this Agreement as set forth below, which date shall be filled in on page 1 hereof.

**IN WITNESS WHEREOF**, the CITY, pursuant to authority granted by the adoption of a Motion/Resolution by its City Council, has caused this Agreement to be executed by its Mayor and attested by its Clerk; the AIRPORT, pursuant to authority granted by the adoption of a Motion/Resolution by its Board of Commissioners, has caused this Agreement to be signed by its Chairman and attested by its Secretary; the LIBRARY, pursuant to the authority granted by the adoption of a Motion/Resolution by its Board of Trustees, has caused this Agreement to be signed by its President and attested by its Secretary; the FIRE PROTECTION DISTRICT, pursuant to the authority granted by the adoption of a Motion/Resolution by its Board of Trustees, has caused this Agreement to be signed by its President and attested by its Secretary; the ELEMENTARY SCHOOL DISTRICT, pursuant to the authority granted by the adoption of a Motion/Resolution by its Board of Education, has caused this Agreement to be signed by its President and attested by its Secretary; the HIGH SCHOOL DISTRICT, pursuant to the authority granted by the adoption of a Motion/Resolution by its Board of Education, has caused this Agreement to be signed by its President and attested by its



Secretary; and DEVELOPER, pursuant to proper authority granted in accordance with its organizational documents, has caused this Agreement to be executed by its President and attested by its Secretary.

**CITY OF WEST CHICAGO**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

Dated: \_\_\_\_\_

**WEST CHICAGO PUBLIC LIBRARY DISTRICT**

By: \_\_\_\_\_  
\_\_\_\_\_, President

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

Dated: \_\_\_\_\_

**WEST CHICAGO ELEMENTARY SCHOOL DISTRICT 33**

By: \_\_\_\_\_  
\_\_\_\_\_, President

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

Dated: \_\_\_\_\_

**WEST CHICAGO COMMUNITY HIGH SCHOOL DISTRICT 94**

By: \_\_\_\_\_  
\_\_\_\_\_, President

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

Dated: \_\_\_\_\_

**DUPAGE AIRPORT AUTHORITY**

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

Dated: \_\_\_\_\_

**NORIX GROUP, INC.**

By: \_\_\_\_\_  
\_\_\_\_\_, President

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

Dated: \_\_\_\_\_

**WEST CHICAGO FIRE PROTECTION  
DISTRICT**

By: \_\_\_\_\_  
\_\_\_\_\_, President

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

Dated: \_\_\_\_\_

STATE OF ILLINOIS       )  
                                      ) SS  
COUNTY OF DUPAGE     )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the Mayor and City Clerk of the City of West Chicago, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and City Clerk, respectively, appeared before me this day in person and severally acknowledged that, as such Mayor and City Clerk, they signed and delivered the signed instrument, pursuant to authority given by the City of West Chicago, as their free and voluntary act, and as the free and voluntary act and deed of said City of West Chicago, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS       )  
                                      ) SS  
COUNTY OF DUPAGE     )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the President and Secretary of the West Chicago Public Library District, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and severally acknowledged that, as such President and Secretary, they signed and delivered the signed instrument, pursuant to authority given by the West Chicago Public Library District, as their free and voluntary act, and as the free and voluntary act and deed of said West Chicago Public Library District, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS       )  
                                      ) SS  
COUNTY OF DUPAGE     )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the President and Secretary of the West Chicago Fire Protection District, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and severally acknowledged that, as such President and Secretary, they signed and delivered the signed instrument, pursuant to authority given by the West Chicago Fire Protection District, as their free and voluntary act, and as the free and voluntary act and deed of said West Chicago Fire Protection District, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



STATE OF ILLINOIS       )  
                                      ) SS  
COUNTY OF DUPAGE     )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the President and Secretary of the West Chicago Elementary School District 33, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and severally acknowledged that, as such President and Secretary, they signed and delivered the signed instrument, pursuant to authority given by the West Chicago Elementary School District 33, as their free and voluntary act, and as the free and voluntary act and deed of said West Chicago Elementary School District 33, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS       )  
                                      ) SS  
COUNTY OF DUPAGE     )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the President and Secretary of the West Community High School District 94, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and severally acknowledged that, as such President and Secretary, they signed and delivered the signed instrument, pursuant to authority given by the West Chicago Community High School District 94, as their free and voluntary act, and as the free and voluntary act and deed of said West Chicago Community High School District 94, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS       )  
                                      ) SS  
COUNTY OF DUPAGE     )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the Chairman and Secretary of the DuPage Airport Authority, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Chairman and Secretary, respectively, appeared before me this day in person and severally acknowledged that, as such Chairman and Secretary, they signed and delivered the signed instrument, pursuant to authority given by the DuPage Airport Authority, as their free and voluntary act, and as the free and voluntary act and deed of said DuPage Airport Authority, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the President and Secretary of the Norix Group, Inc., and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and severally acknowledged that, as such President and Secretary, they signed and delivered the signed instrument, pursuant to authority given by Norix Group, Inc., as their free and voluntary act, and as the free and voluntary act and deed of said Norix Group, Inc., for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



**EXHIBIT A-1**

**Legal Description of Subject Property**

(attached)

[LEGAL DESCRIPTION]

P.I.N.: \_\_\_\_\_

Common address: \_\_\_\_\_, West Chicago, Illinois

**EXHIBIT A-2**

**Depiction of Subject Property**

(attached)

EXHIBIT B-1

**Project Site Plan**

(attached)



EXHIBIT B-2

**Project Description**

(attached)

**EXHIBIT C**

**Anticipated Assessed Values**

<u>Year</u>	<u>Anticipated Assessed Values</u>
Year 1	\$5,666,660
Year 2	\$5,836,660
Year 3	\$6,011,760
Year 4	\$6,192,112
Year 5	\$6,377,876
Year 6	\$6,569,212
Year 7	\$6,766,288
Year 8	\$6,969,277
Year 9	\$7,178,355
Year 10	\$7,393,706
Year 11	\$7,615,517
Year 12	\$7,843,983
Year 13	\$8,079,302
Year 14	\$8,321,681
Year 15	\$8,571,332
Total	\$105,393,721

EXHIBIT D

**Abatement Ordinance**

(attached)

**ORDINANCE PROVIDING FOR REAL ESTATE TAX ABATEMENT**

**WHEREAS**, the Illinois Property Tax Code, 35 ILCS 200/18-165, authorizes any taxing district to abate its taxes in relation to a specific property; and

**WHEREAS**, in "An Intergovernmental Agreement Between the City of West Chicago, DuPage Airport Authority, West Chicago Library District, West Chicago Fire Protection District, West Chicago Elementary School District 33, Community High School District 94 and Norix Group, Inc. in Regard to a Property Tax Abatement Relative to the Development of the Subject Property," dated \_\_\_\_\_, 2018 ("IGA"), the [City Council / Board of Trustees / Board of Commissioners / Board of Education] of the [Unit of Government] previously determined it to be in its best interests to abate a portion of its taxes on the real estate legally described in **Exhibit 1**, attached hereto and made a part hereof ("Subject Property"), in order to encourage a commercial firm to redevelop the Subject Property; and

**WHEREAS**, the conditions of the IGA for the abatement of a portion of the taxes on the Subject Property have been met; and

**WHEREAS**, in the IGA, this [City Council / Board of Trustees / Board of Commissioners / Board of Education] previously determined such abatement of taxes to be in the best interests of its tax payers in order to encourage a commercial firm to redevelop the Subject Property, increase the tax base, and increase employment opportunities; and

**NOW, THEREFORE, BE IT ORDAINED** by the [Mayor / Chairman / President] and [City Council / Board of Trustees / Board of Commissioners / Board of Education] of the [Unit of Government], DuPage County, Illinois, as follows:

**Section 1.** This [City Council / Board of Trustees / Board of Commissioners / Board of Education] hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does now incorporate the same herein by reference.

**Section 2.** The County Clerk of DuPage County, Illinois is hereby ordered to abate the real estate taxes to be extended on the Subject Property, on behalf of the [Unit of Government] according to the rate set forth in Section 3 below, but excluding any levy or levies for debt service ("Abatement Rate"), commencing at the start of the next calendar year after the year in which this Ordinance is passed. However, in no event shall the aggregate abatement of real estate taxes levied against the Subject Property by the [Unit of Government], together with real estate taxes levied against the Subject Property and abated in previous and future years by all other taxing districts, exceed the total of Four Million and No/100 Dollars (\$4,000,000.00).



**Section 3.** The Abatement Rate shall be Fifty Percent (50%) of the real estate taxes to be extended on the Subject Property on behalf of the [Unit of Government].

**Section 4.** The [Mayor / Chairman / President] and [Clerk / Secretary] of this [Unit of Government] are hereby authorized and directed to execute this Ordinance and cause a certified copy of the same to be filed with the County Clerk of DuPage County, Illinois.

**Section 5.** This Ordinance shall be in full force and effect upon its adoption and publication.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by the Corporate Authorities of the [Unit of Government] on a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** by the [Mayor / Chairman / President] of the [Unit of Government] on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
[Mayor / Chairman / President]

ATTEST:

\_\_\_\_\_  
[Clerk / Secretary]

[Published in pamphlet form / Published in the \_\_\_\_\_ newspaper, being a newspaper of general circulation within the [Unit of Government] this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.]

EXHIBIT 1

**LEGAL DESCRIPTION OF THE SUBJECT PROPERTY**

(attached)

[LEGAL DESCRIPTION]

P.I.N.: \_\_\_\_\_

Common address: \_\_\_\_\_, West Chicago, Illinois

**EXHIBIT E**

**ABATEMENT PROCESS**

Capitalized terms in this EXHIBIT E shall have the meanings as set forth for said terms in the "Intergovernmental Agreement Between The City Of West Chicago, DuPage Airport Authority, West Chicago Library District, West Chicago Fire Protection District, West Chicago Elementary School District 33, Community High School District 94 And Norix Group, Inc. In Regard To A Property Tax Abatement Relative To The Development Of The Norix Property" ("IGA"), unless otherwise defined in this EXHIBIT E.

As of the Effective Date of the IGA, the process for administering the Tax Abatement is:

1. Within sixty (60) days of the Commencement Date, each UNIT OF GOVERNMENT shall adopt an Abatement Ordinance, and send a certified copy of its Abatement Ordinance to the Clerk.
2. The Clerk shall, at the time the tentative tax rates are prepared for each year's property tax levy, send to the chief executive officer of each of the UNITS OF GOVERNMENT a letter setting forth, with respect to the Tax Abatement, the parcel(s) affected, the amount of property taxes to be levied, and the amount of the abatement attributable to each of the UNITS OF GOVERNMENT ("Abatement Letter").
3. Each of the UNITS OF GOVERNMENT shall, each year, review the Abatement Letter from the Clerk, note any changes in the information provided, and then sign and return the Abatement Letter to the Clerk, all within seven (7) days of receipt of the Abatement Letter.
4. The Clerk shall track and account for the total Tax Abatement paid to the DEVELOPER.
5. The Clerk shall calculate the property tax levy for each of the UNITS OF GOVERNMENT taking the Tax Abatement into account, as approved by each of the UNITS OF GOVERNMENT with regard to its annual Abatement Letter.
6. The Tax Abatement for the Subject Property abated in previous and future years by all other taxing districts, shall not exceed the total of Four Million and No/100 Dollars (\$4,000,000.00).



**RESOLUTION NO. 18-R-0013**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN ECONOMIC  
INCENTIVE AGREEMENT BY AND BETWEEN THE CITY OF WEST  
CHICAGO AND NORIX GROUP, LLC**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute an Economic Incentive Agreement by and between the City of West Chicago and Norix Group, LLC, a copy of which, in substantially the same form, is attached hereto and incorporated herein as Exhibit "A".

APPROVED this 19<sup>th</sup> day of March, 2018

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Mayor Ruben Pineda

ATTEST:

\_\_\_\_\_  
City Clerk Nancy M. Smith

**ECONOMIC INCENTIVE AGREEMENT BY AND BETWEEN  
THE CITY OF WEST CHICAGO AND NORIX GROUP, INC.**

This ECONOMIC INCENTIVE AGREEMENT ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 ("Effective Date") by and between the City of West Chicago, an Illinois home rule municipal corporation ("CITY"), and Norix Group, Inc., an Illinois corporation ("DEVELOPER"). The CITY and the DEVELOPER are sometimes individually referred to herein as a "Party" and collectively referred to as the "Parties."

**W I T N E S S E T H**

**WHEREAS**, DEVELOPER, the CITY, and certain other units of government, entered into the "INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WEST CHICAGO, DUPAGE AIRPORT AUTHORITY, WEST CHICAGO LIBRARY DISTRICT, WEST CHICAGO FIRE PROTECTION DISTRICT, WEST CHICAGO ELEMENTARY SCHOOL DISTRICT 33, COMMUNITY HIGH SCHOOL DISTRICT 94 AND NORIX GROUP, INC. IN REGARD TO A PROPERTY TAX ABATEMENT RELATIVE TO THE DEVELOPMENT OF THE NORIX PROPERTY" on \_\_\_\_\_, 2018 ("IGA"); and

**WHEREAS**, as set forth in the IGA, the DEVELOPER is under contract to acquire the property commonly known as \_\_\_\_\_, West Chicago, Illinois \_\_\_\_\_, with said property being legally described on EXHIBIT A-1, attached to the IGA, and depicted on EXHIBIT A-2, attached to the IGA (the "Subject Property"); and

**WHEREAS**, the DEVELOPER desires to develop the Subject Property into a manufacturing and office campus consisting of a building of approximately one hundred seventy five thousand (175,000) square feet on twenty (20) acres, as depicted and

further described in EXHIBIT B-1 and EXHIBIT B-2, respectively, attached to the IGA ("Project"); and

**WHEREAS**, the IGA provides that the DEVELOPER will receive a real estate tax abatement from the CITY and certain other units of government pursuant to 35 ILCS 200/18-165 ("Tax Abatement"), if the conditions for the Tax Abatement in the IGA are satisfied; and

**WHEREAS**, the DEVELOPER has requested that in addition to the Tax Abatement, the CITY provide the DEVELOPER with additional incentives set forth in this Agreement ("Additional Incentives") to assist the DEVELOPER in acquiring the Subject Property and improving it with the Project; and

**WHEREAS**, the CITY agrees to provide the DEVELOPER with the Additional Incentives set forth herein, and in exchange for the DEVELOPER agreeing to comply with the terms of the IGA and the terms of this this Agreement, and in exchange for the DEVELOPER agreeing to redevelop the Property with the Project, the CITY will induce the DEVELOPER to cause the Project to be constructed and operated, which will provide future financial benefits for the CITY; and

**WHEREAS**, Article VII, Section 10 of the 1970 Illinois Constitution, 65 ILCS 5/8-1-2.5, 5 ILCS 220/1 *et seq.* and the CITY'S home rule powers provide the authority for this Agreement; and

**WHEREAS**, it is in the best interests of the Parties to enter into this Agreement;

**NOW, THEREFORE**, in consideration of the foregoing, and the mutual covenants and agreements contained herein, the Parties hereto agree as follows:

1. **INCORPORATION OF PREAMBLES.** The preambles hereto, as set forth



above, are incorporated herein by reference and are made part hereof.

2. **DEVELOPER CONDITIONS.** The DEVELOPER'S right to receive the Additional Incentives under this Agreement is expressly conditioned upon the performance by the DEVELOPER of the following conditions, to the extent the conditions can be met prior to the Additional Incentives being granted to the DEVELOPER. The DEVELOPER shall:

- A. Be in full compliance with its obligations in the IGA;
- B. Not be in default of its obligations in the IGA;
- C. Operate the Project on the Subject Property as ongoing business operation, of no less than one hundred seventy five thousand (175,000) square feet;
- D. Provide the CITY all document reasonably requested by the CITY regarding the matters set forth in the IGA and this Agreement;
- E. Within two (2) years of the Effective Date, DEVELOPER shall employ at the Subject Property no less than seventy five (75) newly created full-time equivalent employees, which number of newly created full-time equivalent employees DEVELOPER shall maintain during the term of this Agreement; and
- F. No less than once per calendar year, on a date selected by the CITY, provide a written report to the CITY with:
  - 1. A summary of the Project's and the DEVELOPER's status, growth, plans and prospects both generally company-wide and specifically attributable to its location on the Subject Property; and
  - 2. Copies of documentation showing the number of square feet of the Subject Property used for carrying out the Project, including but not limited to property casualty policy renewal certificate, and/or annual fire inspection reports.
- G. No less than twice per calendar year, on dates selected by the CITY, provide certified payroll statements, or similar documentation acceptable to the CITY, to verify the DEVELOPER'S employment obligations in

Section 2.E. above, and the DEVELOPER shall redact and remove employee names, Social Security numbers, salaries and other sensitive and personal information removed from the documentation provided to the CITY hereunder.

3. **ADDITIONAL INCENTIVES.** The Additional Incentives are:

A. **PARTIAL BUILDING PERMIT COSTS WAIVER.** The DEVELOPER shall be required to pay Fifty Percent (50%) of any building permit costs payable to the CITY for the Project, and the CITY shall waive the remaining builder permit costs for the Project payable to the CITY, up to a total building permit costs waiver of One Hundred Thousand and No/100 Dollars (\$100,000.00). Building permit costs waived herein exclude the sewer capacity fee and all third party costs paid by the CITY associated with the building permit for the Project, such as, but not limited to, plan review costs and the land cash fee to the West Chicago Fire Protection District. The amount of the actual building permit costs waived herein shall be the "Building Permit Waiver Costs."

B. **PARTIAL MUNICIPAL NATURAL GAS UTILITY TAX REBATE.** Beginning the first calendar year after the date on which the DEVELOPER receives the last of the certificates of occupancy or final approvals for the Project from all governmental entities having jurisdiction over the design and construction of a manufacturing operation for the Project, the CITY shall rebate to the DEVELOPER Fifty Percent (50%) of the CITY's municipal natural gas utility tax paid by the DEVELOPER, and collected by the CITY for the Subject Property, for up to a ten (10) year period, in an amount not to exceed Two Hundred Thousand and No/100 Dollars (\$200,000.00). The rebate of municipal natural gas utility tax shall only be made if the DEVELOPER establishes and operates a manufacturing use as part of the Project on the Subject Property. The amount of the CITY's municipal natural gas utility tax actually rebated to the DEVELOPER herein shall be the "Natural Gas Utility Rebate."

4. **PARTIAL MUNICIPAL UTILITY TAX REBATE PAYMENT.** The CITY shall rebate the DEVELOPER the municipal natural gas utility tax as set forth in Section 3.B. above paid by the DEVELOPER no more than two (2) times annually, and covering no more than six (6) months of natural gas consumption on the Project per payment. The DEVELOPER shall submit invoices to the CITY requesting the municipal natural gas utility tax rebate, together with



documentation of the payment of the municipal natural gas utility taxes paid for the Subject Property, along proof of payment and such other information and/or documents reasonably requested by the CITY. Upon the CITY's receipt of all supporting documentation and information, and upon confirmation the DEVELOPER is entitled to receive the rebate payment, the CITY shall pay the DEVELOPER the rebate within thirty (30) days thereafter.

5. **ADDITIONAL INCENTIVES CLAWBACK.** If the DEVELOPER ceases operating the Project on the Subject Property, or if the DEVELOPER breaches any of its obligations in this Agreement, the DEVELOPER shall reimburse the CITY the Additional Incentives as follows:

- A. If within five (5) years from the "Commencement Date," as defined in the IGA, the DEVELOPER shall pay the CITY Seventy Five Percent (75%) of the Building Permit Waiver Costs and the Natural Gas Utility Rebate, and the DEVELOPER shall not be benefitted by any Additional Incentives; or
- B. If after five (5) years from the "Commencement Date," as defined in the IGA, the DEVELOPER shall pay the CITY Fifty Percent (50%) of the Building Permit Waiver Costs and the Natural Gas Utility Rebate, and the DEVELOPER shall not be benefitted by any Additional Incentives.

The DEVELOPER's reimbursement obligations herein shall survive, and be binding upon the DEVELOPER, regardless of the termination or expiration of this Agreement. The DEVELOPER shall reimburse the CITY within thirty (30) days of a written demand from the CITY for such reimbursement.

6. **INTERVENING ACTIONS.** The Parties acknowledge that the Additional Incentives are predicated upon current law in the State of Illinois, as of the Effective Date, allowing the CITY to make the Additional Incentives available to the DEVELOPER. Should the Illinois General Assembly, or a court of



competent jurisdiction, hereafter eliminate or limit the CITY's authority to make the Additional Incentives available to the DEVELOPER, or alter the municipal natural gas utility tax formula in a manner which prevents the CITY from paying the municipal natural gas utility tax rebate to the DEVELOPER, or should the CITY's ability to make the rebate be limited or eliminated by a court order or legislative enactment, the DEVELOPER shall not be entitled to receive the Additional Incentive(s) so limited.

**7. GENERAL CONDITIONS/REQUIREMENTS.**

- A. This Agreement is entered into for the benefit of each of the Parties, solely, and not for the benefit of any third party.
- B. Nothing contained in this Agreement shall constitute a waiver of any privileges, defenses or immunities which the CITY may have under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, *et seq.*, with respect to any claim brought by a third party.
- C. The obligations of the DEVELOPER shall constitute covenants running with the land of the Subject Property and shall be binding on successors and assigns of the DEVELOPER and shall bind all owners of the Subject Property, including the Project located thereon, or any portion thereof.
- D. This Agreement shall be recorded on title to the Subject Property at the expense of the DEVELOPER upon taking effect.
- E. Upon a breach of this Agreement the non-breaching Party, by an action or proceeding solely in equity brought in the 18th Judicial Circuit Court, in DuPage County, Illinois, may secure the specific performance of the covenants and agreements herein contained, for failure of performance.
- F. In the event of a default by any of the Parties, the defaulting Party, as adjudicated by a court of competent jurisdiction, shall pay to the non-defaulting Party, upon demand, all of the non-defaulting Party's reasonable costs, charges and expenses, including, but not limited to, the costs of accountants, consultants, attorneys and others retained by the non-defaulting Party for the purpose of enforcing any of the obligations of the defaulting Party under this Agreement.

- G. The failure of any Party to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, by any other Party, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
- H. If the performance by any Party hereunder is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances shall only include acts of God, war, strikes or similar acts of *force majeure*), the time for such performance shall be extended by the amount of time of such delay.
- I. This Agreement shall remain in full force and effect so long as the IGA remains in effect.
- J. In the event that the CITY's authority to carry out its obligation in this Agreement is repealed, become null and void or otherwise become invalid, then the CITY's obligations hereunder shall cease and no further obligations of any sort shall be required of the CITY. The DEVELOPER shall have no recourse against the CITY in such event.
- K. No amendment to, or modification of, this Agreement shall be effective unless and until it is in writing and approved by the authorized representative of the DEVELOPER and by the CITY'S corporate authorities, and executed and delivered by the authorized representatives of each Party.
- L. If, during the term of this Agreement, any lawsuits or other proceedings are filed or initiated against any Party before any court, commission, board, bureau, agency, unit of government or sub-unit thereof, arbitrator, or other instrumentality, that may materially affect or inhibit the ability of any Party to perform its obligations under, or otherwise to comply with, this Agreement ("Litigation"), the Party against which the Litigation is filed or initiated shall promptly deliver a copy of the complaint or charge related thereto to the other Parties and shall thereafter keep the other Parties fully informed concerning all aspects of the Litigation. Each Party shall, to the extent necessary, cooperate with the other Parties in this event. The Parties each agree to use their respective best efforts to defend the validity of this Agreement and all approvals of the Parties related thereto, including every portion thereof and every approval given, and every action taken, pursuant thereto.
- M. The DEVELOPER shall and hereby agrees to defend, hold harmless and indemnify the CITY, and its respective elected officials, appointed officials, employees, agents and attorneys (collectively the "CITY Affiliates") from



and against any and all claims, demands, suits, damages, liabilities, losses, expenses, and judgments which may arise relating to this Agreement. The obligation of the DEVELOPER in this regard shall include, but shall not be limited, to all costs and expenses, including reasonable attorneys' fees, incurred by the CITY Affiliates in responding to, defending against, or settling any such claims, demands, suits, damages, liabilities, losses, expenses or judgments. The DEVELOPER covenants that it will reimburse the CITY Affiliates, or pay over to the CITY Affiliates, all sums of money the CITY Affiliates pays, or becomes liable to pay, by reason of any of the foregoing; provided, however, that the DEVELOPER's liability under this Section 8.M. shall be limited to the total amount of Tax Abatement that the DEVELOPER has been received pursuant to this Agreement as of the date of any such claim, demand, suit, damage, liability, loss, expense, or judgment. In any suit or proceeding brought hereunder, the CITY Affiliates shall have the right to appoint counsel of their own choosing to represent it, the costs and expenses of which shall be paid by the DEVELOPER.

8. **NOTICES.** Notice or other writings which any Party is required to, or may wish to, serve upon any other Party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

A. If to the CITY:

City of West Chicago  
475 Main Street  
West Chicago, Illinois 60185  
Attention: Mayor

With copies to:

City of West Chicago  
475 Main Street  
West Chicago, Illinois 60185  
Attn: City Administrator

Bond, Dickson & Associates  
400 Knoll Street  
Wheaton, Illinois 60187  
Attn: Patrick Bond

B. If to the DEVELOPER:

Norix Group, Inc.  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

With a copy to:

Meyers & Flowers  
3 N. Second Street, Suite 300  
St. Charles, Illinois 60147  
Attn: Andrew E. Kolb

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

or to such other address, or additional individuals/entities, as any Party may from

time to time designate in a written notice to the other Parties. Service by personal delivery shall be deemed given when delivery occurs, and service by certified or registered mail shall be deemed given three (3) days after depositing same in the mail.

9. **COUNTERPARTS.** This Agreement may be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.
10. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them regarding the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.
11. **EFFECTIVE DATE.** This Agreement shall be deemed dated and become effective on the date the last of the Parties execute this Agreement as set forth below, which date shall be filled in on page 1 hereof.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the CITY, pursuant to authority granted by the adoption of a Motion/Resolution by its City Council, has caused this Agreement to be executed by its Mayor and attested by its Clerk and DEVELOPER, pursuant to proper authority granted in accordance with its organizational documents, has caused this Agreement to be executed by its President and attested by its Secretary.

**CITY:**

**CITY OF WEST CHICAGO**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

**ATTEST:**

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

Dated: \_\_\_\_\_

**DEVELOPER:**

**NORIX GROUP, INC.**

By: \_\_\_\_\_  
\_\_\_\_\_, President

**ATTEST:**

\_\_\_\_\_  
\_\_\_\_\_, Secretary

Dated: \_\_\_\_\_



## CITY OF WEST CHICAGO

### FINANCE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 18-R-0009 – Revised IGA with the Village of Winfield – Creation of the West Chicago/Winfield Wastewater Authority

**AGENDA ITEM NUMBER:** 5.A.**FILE NUMBER:** \_\_\_\_\_**COMMITTEE AGENDA DATE:** 2/22/18**COUNCIL AGENDA DATE:** 3/19/18**STAFF REVIEW:****SIGNATURE** \_\_\_\_\_**APPROVED BY CITY ADMINISTRATOR:****SIGNATURE** \_\_\_\_\_**ITEM SUMMARY:**

Last year, the Finance Committee directed staff to work with Winfield staff on the creation of a Joint Venture to oversee the operation and maintenance of the Wastewater Treatment Plant. The attached IGA accomplishes this task. The City of West Chicago remains the primary owner of the Plant, and its staff will continue to oversee the daily operations there; the Infrastructure Committee and the West Chicago City Council will continue to consider all purchases for goods and services in excess of \$20,000.

The Authority Board, consisting of three staff members from West Chicago and two staff members from Winfield will be responsible for approving issuance of debt, the annual budget, changes to the reserve deposit, changing the capacity charge as well as selecting legal counsel, an auditor and a third party fiscal agent. These tasks are necessary to be undertaken by the Board to meet the legal definition of a Joint Venture. As conveyed at the Finance Committee meeting last year, this structure should have been created at the onset. The current IGA would remain in effect through the end of 2018, with the asset and liability transfers to occur after December 31<sup>st</sup>.

There are a few remaining, non-significant tasks to be completed prior to approval by both communities:

- (1) Work with the EPA to transfer the City's NPDES Permit to the new Joint Venture.
- (2) Work with IRMA for insurance coverage for the new Joint Venture.
- (3) Staff from both communities need to spend some time talking about the definitions within the IGA, either now or prior to the conversion date (with a notation about such in the IGA).

**ACTIONS PROPOSED:**

Staff recommends approval of Resolution No. 18-R-0009 pending the completion of the remaining items.

**COMMITTEE RECOMMENDATION:**



**RESOLUTION NO. 18-R-0009**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A REVISED  
INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGE OF  
WINFIELD – CREATION OF THE WEST CHICAGO/WINFIELD WASTEWATER  
AUTHORITY**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a revised Intergovernmental Agreement between the Village of Winfield and the City of West Chicago, to provide for the creation of the West Chicago/Winfield Wastewater Authority, a copy of which, in substantially the same form, is attached hereto and incorporated herein as Exhibit “A”.

APPROVED this 19<sup>th</sup> day of March, 2018

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Mayor Ruben Pineda

ATTEST:

\_\_\_\_\_  
City Clerk Nancy M. Smith

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF WINFIELD  
AND THE CITY OF WEST CHICAGO TO CREATE THE  
WEST CHICAGO/WINFIELD WASTEWATER AUTHORITY**

THIS INTERGOVERNMENTAL AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, between the **VILLAGE OF WINFIELD** (hereinafter referred to as “Winfield”) and the **CITY OF WEST CHICAGO** (hereinafter referred to as “West Chicago”).

**W I T N E S S E T H :**

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, (hereinafter referred to as the “Act”) authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities and further authorize units of local government to contract and otherwise associate with individuals, associations and corporations in any manner not prohibited by any law or by ordinance; and

WHEREAS, Winfield and West Chicago are units of local government as that term is defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, pursuant to the Act, 5 ILCS 220/3.4, two or more municipalities are further authorized to, by intergovernmental agreement, form a municipal joint sewage treatment agency to provide for the treatment, carrying off and disposal of sewage, industrial waste and other drainage of member municipalities; and

WHEREAS, Winfield and West Chicago are adjacent municipal corporations which have previously operated under an “Agreement between the City of West Chicago and the Village of Winfield, DuPage County, Illinois, for a Joint West Chicago Treatment Facility Project, EPA

C171863, Part 1, in the West Branch of DuPage River Drainage Basin” for purposes of wastewater treatment; and

WHEREAS, in furtherance of the Parties’ mutual desire to provide for direct and ancillary operations of the wastewater treatment plant (“WWTP”), including financial controls, and to provide for the manner in which the expansion of the WWTP would take place in order to assure sufficient capacity for both Winfield and West Chicago, the Parties entered into an Intergovernmental Agreement dated May 18, 2009; and

WHEREAS, since that date the Parties have determined to create an independent agency which will have the authority to provide for the future joint and cooperative operation of the wastewater treatment system in which both municipalities will be Members under the terms of and conditions of this Agreement; and

WHEREAS, both Winfield and West Chicago have the legal powers required to enter into and fulfill their respective obligations under the Agreement.

NOW, THEREFORE, pursuant to their powers of intergovernmental cooperation and in consideration of the foregoing premises and mutual promises, agreements, covenants, and grants hereinafter made, IT IS MUTUALLY AGREED between the Village of Winfield and the City of West Chicago, as follows:

## **ARTICLE I**

### **DEFINITIONS**

For purposes of this Agreement, the terms set forth in the following clauses shall have the following meanings ascribed to them:

“Agreement” means this Intergovernmental Agreement.