

Agenda - June 5, 2018

Intergovernmental Agreement

Ordinance 18-05

June - July 2018 Meeting and Event Reminder



AGENDA

- I. Call to Order
- II. Pledge of Allegiance
- III. Public Participation
- IV. Intern Introduction – Superintendent of Recreation, Brian Kaspar
- V. Finance – Superintendent of Finance, Leslie Hoffmann
 - A. Financial Review and Highlights - Fiscal Year 2018
 - B. Overview of Audit Process and Details on Lauterbach & Amen
- VI. Miscellaneous
 - A. Review – 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, West Chicago Park District and Ball Horticultural Company in regard to a property tax abatement relative to redevelopment of the Ball Horticultural Company property.
 - B. Review – Ordinance 18-05; An Ordinance adopting prevailing wage rates to be paid to laborers, mechanics and other workers performing construction of public works in the West Chicago Park District, DuPage County, State of Illinois.
 - C. June – July 2018 Meetings and Upcoming Events
- VII. Adjournment

**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, WEST CHICAGO PARK DISTRICT AND BALL
HORTICULTURAL COMPANY IN REGARD TO A PROPERTY TAX ABATEMENT
RELATIVE TO THE REDEVELOPMENT OF THE BALL HORTICULTURAL
COMPANY PROPERTY**

This INTERGOVERNMENTAL 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"), the DUPAGE AIRPORT AUTHORITY, an Illinois airport authority ("AIRPORT"), the WEST CHICAGO LIBRARY DISTRICT, an Illinois library district ("LIBRARY"), the WEST CHICAGO FIRE PROTECTION DISTRICT, an Illinois fire protection district ("FIRE PROTECTION DISTRICT"), the WEST CHICAGO ELEMENTARY SCHOOL DISTRICT 33, an Illinois school district ("ELEMENTARY SCHOOL DISTRICT"), the COMMUNITY HIGH SCHOOL DISTRICT 94, an Illinois school district ("HIGH SCHOOL DISTRICT"), the WEST CHICAGO PARK DISTRICT, an Illinois park district ("PARK DISTRICT"), and BALL HORTICULTURAL COMPANY, an Illinois corporation ("DEVELOPER"). The CITY, the AIRPORT, the LIBRARY, the FIRE PROTECTION DISTRICT, the ELEMENTARY SCHOOL DISTRICT, the HIGH SCHOOL DISTRICT, the PARK DISTRICT, 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 is a global leader in the horticulture industry; and

WHEREAS, DEVELOPER owns approximately 59 acres of land located at 622

Town Road, West Chicago, Illinois, with said property being legally described on EXHIBIT A-1, attached hereto and made part hereof, and depicted on EXHIBIT A-2, attached hereto and made part hereof (“Subject Property”); and

WHEREAS, the Subject Property serves as DEVELOPER's international headquarters, and is also improved with horticultural facilities including offices, an operations center, greenhouses, a Helix facility, and other improvements; and

WHEREAS, DEVELOPER desires to continue its presence in the City of West Chicago, to expand upon its use of the Subject Property and to continue to invest in its global business in the City of West Chicago; and

WHEREAS, specifically, Developer desires to substantially redevelop the Subject Property so as to expand and replace existing facilities and improvements, and construct an advanced research and development facility as depicted and described in EXHIBITS B-1 and B-2, respectively, attached hereto and a part hereof (together, the “Redevelopment Project”); and

WHEREAS, DEVELOPER has budgeted the cost of the Redevelopment Project in an amount no less than Twenty Million (\$20,000,000.00) Dollars; and

WHEREAS, in order to induce the DEVELOPER to proceed with the Redevelopment Project, the CITY, the AIRPORT, the LIBRARY, the FIRE PROTECTION DISTRICT, the ELEMENTARY SCHOOL DISTRICT, the HIGH SCHOOL DISTRICT, and the PARK DISTRICT (collectively the “UNITS OF GOVERNMENT”) agree to provide the DEVELOPER with a partial real estate tax abatement in regard to certain of the real estate taxes assessed by the UNITS OF GOVERNMENT against the Subject Property (“Tax Abatement”); and

WHEREAS, the Tax Abatement will provide a real estate tax abatement from the UNITS OF GOVERNMENT to the DEVELOPER pursuant to 35 ILCS 200/18-165 (“Abatement Law”); and

WHEREAS, the UNITS OF GOVERNMENT have agreed to provide the Tax Abatement to the DEVELOPER, pursuant to the terms and conditions as set forth in this Agreement, provided the DEVELOPER agrees to refrain from taking any actions, either directly or indirectly, to lower the equalized assessed valuation of the Subject Property, including the Redevelopment Project located thereon, for a period of fifteen (15) years after the Project commences operation, below those equalized assessed valuations as set forth on EXHIBIT C, attached hereto and made part hereof (“Anticipated Assessed Values”); and

WHEREAS, the DEVELOPER is in agreement with the restriction set forth above, relative to refraining from taking any actions, either directly or indirectly, to lower the equalized assessed valuation of the Subject Property below the Anticipated Assessed Values for the Subject Property; and

WHEREAS, by providing the Tax Abatement, in exchange for the DEVELOPER agreeing to refrain from taking any actions, either directly or indirectly, to lower the equalized assessed valuation of the Subject Property below the Anticipated Assessed Values for the Subject Property, the UNITS OF GOVERNMENT will induce the DEVELOPER to cause the Project to be constructed and operated, which the UNITS OF GOVERNMENT anticipate will provide future financial benefits for the UNITS OF GOVERNMENT; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution, 5 ILCS 220/1

et seq., the Abatement Law, 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 Tax Abatement under this Agreement is expressly conditioned upon the satisfaction by the DEVELOPER, or the DEVELOPER's tenant on the Subject Property, of the following conditions. The DEVELOPER, or the DEVELOPER's tenant on the Subject Property, shall:
 - A. Retain ownership or control over the Subject Property during the term of this Agreement;
 - B. Construct and operate the Redevelopment Project on the Subject Property substantially in accordance with EXHIBITS B-1 and B-2;
 - C. Obtain certificates of occupancy, or final approvals, for the Redevelopment Project from all governmental entities having jurisdiction over the design and construction of the Redevelopment Project, on or before December 31, 2021. The date the DEVELOPER receives the last of the certificates of occupancy or final approvals for the Redevelopment Project from all governmental entities having jurisdiction over the design and construction of the Project shall be the "Commencement Date." The DEVELOPER shall notify each of the UNITS OF GOVERNMENT of the Commencement Date within fourteen (14) days after the Commencement Date has occurred. If the Redevelopment Project is substantially completed on or before December 31, 2021, but final certificates of occupancy have not yet been issued, the deadline for obtaining certificates of occupancy shall be extended as reasonably necessary to afford the Parties their respective benefits under this Agreement
 - D. Comply with the real estate tax obligations set forth in Section 4. below; and

- E. Notwithstanding any provision in this Agreement to the contrary, if the DEVELOPER, or the DEVELOPER's tenant on the Subject Property, fails to meet any of its obligations in Sections 2.A., 2.B., or 2.C. of this Agreement, the Agreement shall be terminated and be null and void.

3. REAL ESTATE TAX ABATEMENT.

- A. Subject to the DEVELOPER, or the DEVELOPER's tenant on the Subject Property, being in full compliance with Section 2. above, and Section 4.A. below, the UNITS OF GOVERNMENT shall provide the DEVELOPER with the Tax Abatement pursuant to the Abatement Law, relative to the real estate taxes assessed against the Subject Property, including the Redevelopment Project located thereon, with said Tax Abatement being:
1. For a maximum of ten (10) years, beginning with the real estate taxes levied on the Subject Property, including the Redevelopment Project located thereon, for the full calendar year after the calendar year in which the Commencement Date occurs, which real estate taxes are payable in the year thereafter, even if the full amount referenced in Subsection 3.A.2. below has not been abated;
 2. Limited to a total cumulative amount from the UNITS OF GOVERNMENT combined of Four Million and No/100 Dollars (\$4,000,000.00), even if the Tax Abatement has not occurred for the full ten (10) year period referenced in Subsection 3.A.1. above;
 3. Limited to Fifty Percent (50%) of the real estate taxes to be received by the UNITS OF GOVERNMENT from the Subject Property, including the Redevelopment Project located thereon, exclusive of real estate taxes received to satisfy any debt service tax levy of general applicability to all property within any one or more of the respective UNITS OF GOVERNMENT, in any given year; and
 4. Limited by excluding amounts levied by each of the UNITS OF GOVERNMENT for debt service, and limited in the Abatement Law, and any amendments thereto after the Effective Date.

Within sixty (60) days of the Commencement Date, each of the UNITS OF

GOVERNMENT shall adopt the ordinance, or resolution, attached hereto as EXHIBIT D and made a part hereof ("Abatement Ordinance / Resolution"), and send a certified copy of the Abatement Ordinance / Resolution to the DuPage County Clerk ("Clerk"), with such changes to the Abatement Ordinance / Resolution being made to tailor the Abatement Ordinance / Resolution to the specific ordinance, or resolution, form requirements of each of the UNITS OF GOVERNMENT, and after updating the current P.I.N.s and legal description(s) for the Subject Property, including the Redevelopment Project located thereon, if any. The Parties acknowledge that under the Abatement Law, the Clerk administers the Tax Abatement. The Parties acknowledge that as of the Effective Date, the process for administering the Tax Abatement as is described in EXHIBIT E, attached hereto and made a part hereof, and that the process described in EXHIBIT E may change after the Effective Date. If the process for administering the Tax Abatement as described in EXHIBIT E is changed after the Effective Date, the Parties shall update EXHIBIT E to reflect the new process, which update may occur upon agreement of the chief administrative officers of each of the UNITS OF GOVERNMENT and the DEVELOPER. The Parties shall cooperate with one another, and the Clerk, in administering the Tax Abatement. Upon a reasonable request of the Clerk, or any other Party, the Parties shall timely respond to requests for information and documents related to the Tax Abatement, and the Parties shall take all reasonable steps in a timely manner needed to administer the Tax Abatement consistent with

the terms of this Agreement.

- B. During the term of this Agreement, if the DEVELOPER or its tenant ceases operating the Project on the Subject Property, or if the DEVELOPER breaches any of its obligations under Section 4.A., the UNITS OF GOVERNMENT shall provide written notice of such cessation (a "Default Notice") to the DEVELOPER. If the DEVELOPER does not recommence operation of the Redevelopment Project within thirty (30) days of the DEVELOPER's receipt of a Default Notice, or if the DEVELOPER does not cure the breach of its obligations under Section 4.A. within thirty (30) days of the DEVELOPER's receipt of a Default Notice, then the UNITS OF GOVERNMENT may elect, by written notice to the DEVELOPER delivered following such thirty (30) day period, to terminate this Agreement (a "Termination"), whereupon the DEVELOPER shall reimburse the UNITS OF GOVERNMENT the Tax Abatement as follows:

1. If a Termination occurs within the first five (5) years after the Commencement Date, the DEVELOPER shall pay each of the UNITS OF GOVERNMENT its *pro rata* amount of Seventy Five Percent (75%) of the Tax Abatement realized by the DEVELOPER; or
2. If a Termination occurs within the second five (5) years after the Commencement Date, the DEVELOPER shall pay each of the UNITS OF GOVERNMENT its *pro rata* amount of Fifty Percent (50%) of the Tax Abatement realized by the DEVELOPER.

The DEVELOPER's reimbursement obligations herein shall survive, and be binding upon the DEVELOPER, regardless of the termination or expiration of this Agreement, until ten (10) years after the Commencement Date. The DEVELOPER shall reimburse the UNITS OF GOVERNMENT within thirty

(30) days of a written demand from the UNITS OF GOVERNMENT for such reimbursement.

4. REAL ESTATE TAX OBLIGATIONS OF THE DEVELOPER.

- A. The DEVELOPER agrees to pay, or cause to be paid, all general and special real estate taxes levied against its respective interest in the Subject Property, including the Project located thereon, on or prior to the date same is due, and said real estate taxes shall not become delinquent. The DEVELOPER shall deliver evidence of payment of such real estate taxes to the UNITS OF GOVERNMENT upon request.
- B. The DEVELOPER agrees:
 - (1) to not, and shall not permit or allow any of its affiliates or employees, to challenge, contest, or seek a reduction in, or assert tax-exempt status in relation to, the real estate taxes assessed against the Subject Property, including the Redevelopment Project located thereon, below the Anticipated Assessed Values, as shown on EXHIBIT C;
 - (2) to prohibit any third party obligated to pay the real estate taxes, in whole or in part, assessed against the Subject Property, including the Project located thereon, or any portion thereof, from challenging, contesting, seeking a reduction in or asserting tax-exempt status in relation to the real estate taxes assessed against the Subject Property, including the Redevelopment Project located thereon, below the Anticipated Assessed Values, as shown on EXHIBIT C; and
 - (3) to not file, participate in, or allow any of its affiliates or employees to file or participate in a tax rate objection, contest or other challenge to the taxes and/or levies of the taxing districts authorized by law to levy property taxes against the Subject Property, including the Redevelopment Project located thereon, below the Anticipated Assessed Values, as shown on EXHIBIT C.
- C. The sole remedy to each of the UNITS OF GOVERNMENT, in the event of a breach by DEVELOPER of its obligations in Subsection 4.B. above, shall be for the DEVELOPER to pay to each of the UNITS OF GOVERNMENT, on an annual basis, the difference between (1) the actual real estate taxes payable with respect to the Subject Property, including the Redevelopment Project located thereon, resulting from any such successful challenge, contest, or reduction of or exemption from real estate taxes assessed against the Subject Property, including the Redevelopment Project located

thereon, below the Anticipated Assessed Values, as shown on EXHIBIT C, and (2) the lesser of (a) the amount of real estate taxes that would have been due and owing on the Subject Property, including the Redevelopment Project located thereon, for such year, after the Tax Abatement for such year, had such successful challenge contest, or reduction of or exemption from real estate taxes assessed against the Subject Property not occurred, and (b) the amount of real estate taxes that would have been due and owing on the Anticipated Assessed Values for such year, after the Tax Abatement for such year (said deficiency shall herein be referred to as the "Tax Deficiency") plus interest thereon at the prime rate charged by BMO Harris Bank (or its successor) plus Three Percent (3%) per annum for the period beginning on the date the real estate taxes are received by each of the UNITS OF GOVERNMENT for any given year and ending on the date the Tax Deficiency is paid to each of the UNITS OF GOVERNMENT, which shall be due within thirty (30) days of written notice from any one (1) of the UNITS OF GOVERNMENT.

- D. The DEVELOPER agrees to not pursue, permit or allow any of its affiliates or employees to agree to, pursue or permit the disconnection or detachment of the Subject Property from any of the UNITS OF GOVERNMENT.

5. 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 UNITS OF GOVERNMENT 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 legally described in Exhibit A-1 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, or a "Memorandum" of 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 by DEVELOPER, any of the UNITS OF GOVERNMENT may repeal their respective Abatement Ordinance / Resolution, and any 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 / Parties, upon demand, all of the non-defaulting Party's / Parties' reasonable costs, charges and expenses, including, but not limited to, the costs of accountants, consultants, attorneys and others retained by the non-defaulting Party / Parties 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 for fifteen (15) years after the Commencement Date.
- J. In the event that any UNIT OF GOVERNMENT's authority under the Abatement Law to carry out its obligation in this Agreement is repealed, becomes null and void or otherwise becomes invalid, then (i) such UNIT OF GOVERNMENT's obligations hereunder shall cease and no further obligations of any sort shall be required of the UNIT OF GOVERNMENT, and (ii) the DEVELOPER's obligations to such UNIT OF GOVERNMENT hereunder (including, without limitation, DEVELOPER's obligations to such UNIT OF GOVERNMENT under Section 3.B.) shall cease as of the date on which any such UNIT OF GOVERNMENT's authority under the Abatement Law to carry out its obligation in this Agreement is repealed, becomes null and void or otherwise becomes invalid. The DEVELOPER shall have no recourse against the affected UNIT OF GOVERNMENT(s) in such event and such affected UNIT(s) OF GOVERNMENT shall have no recourse against the DEVELOPER.
- 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 each of the UNITS OF GOVERNMENT'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 the Abatement Ordinances / Resolutions adopted pursuant to this Agreement, 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 UNITS OF GOVERNMENT, and their respective elected officials, appointed officials, employees, agents and attorneys (collectively the "UNITS OF GOVERNMENT Affiliates") from and against any and all third-party claims, demands, suits, damages, liabilities, losses, expenses, and judgments against any UNITS OF GOVERNMENT Affiliates resulting from the DEVELOPER's breach of its obligations hereunder. 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 UNITS OF GOVERNMENT 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 UNITS OF GOVERNMENT Affiliates, or pay over to the UNITS OF GOVERNMENT Affiliates, all sums of money the UNITS OF GOVERNMENT Affiliates pays, or becomes liable to pay to any such third party, by reason of any of the foregoing; provided, however, that the DEVELOPER's liability under this Section 5.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 UNITS OF GOVERNMENT Affiliates shall have the right to appoint counsel of their own choosing to represent it, the reasonable costs and expenses of which shall be paid by the DEVELOPER.
- N. The DEVELOPER shall maintain the Subject Property, and operate the Project, in compliance with all Federal, State, County, and UNITS OF GOVERNMENT laws, ordinances, resolutions, rules and regulations.

6. **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
Attn: 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 LIBRARY:

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

With copies to:

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

Peregrine, Stime, Newman,
Ritzman, & Bruckner, Ltd.
221 East Illinois Street
Wheaton, Illinois 60187
Attn: Mark Ritzman

C. If to the ELEMENTARY SCHOOL DISTRICT:

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

With copies to:

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

Robbins Schwartz
55 W. Monroe Street, Suite 800
Chicago, Illinois 60603
Attn: Kenneth M. Florey

E. If to the DUPAGE AIRPORT AUTHORITY:

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

With copies to

DuPage Airport Authority
2700 International Drive, Suite 200
West Chicago, Illinois 60185
Attn: Executive Director

Schirott, Luetkehans & Garner, LLC
105 E. Irving Park Rd.
Itasca, Illinois 60143
Attn: Phillip A. Luetkehans

D. If to the HIGH SCHOOL DISTRICT:

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

With copies to:

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

Hauser, Izzo, Petrarca, Gleason
& Stillman, LLC
19730 Governors Hwy, Suite 10
Flossmor, Illinois 60422
Attn: John Izzo

F. If to the DEVELOPER:

Ball Horticultural Company
622 Town Road
West Chicago, IL 60185
Attn: Todd Frauendorfer

With a copy to:

Ice Miller
2300 Cabot Drive, Suite 455
Lisle, IL 60532-4613
Attn: Michael Roth

G. If to the FIRE PROTECTION DISTRICT:

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

With copies to:

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

Ottosen Britz Kelly Cooper Gilbert
& DiNolfo, Ltd.
1804 N. Naper Boulevard #350
Naperville, Illinois 60563
Attn: Joseph Miller

H. If to the PARK DISTRICT:

West Chicago Park District
201 W. National Street
West Chicago, Illinois 60185
Attn: President

With copies to:

West Chicago Park District
201 W. National Street
West Chicago, Illinois 60185
Attn: Executive Director

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 eight (8) 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 executes 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; the PARK DISTRICT, pursuant to the authority granted by the adoption of a Motion/Resolution by its Board of Commissioners, 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: _____

BALL HORTICULTURAL COMPANY

By: _____
Todd Frauendorfer, Treasurer

ATTEST:

_____, _____

Dated: _____

**WEST CHICAGO FIRE PROTECTION
DISTRICT**

By: _____
_____, President

ATTEST:

_____, Secretary

Dated: _____

WEST CHICAGO PARK 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 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 Park 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 Park District, as their free and voluntary act, and as the free and voluntary act and deed of said West Chicago Park 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 _____ () SS
COUNTY OF _____ ()

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Todd Frauendorfer, personally known to me to be the Treasurer of the Ball Horticultural Company, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Todd Frauendorfer, appeared before me this day in person and severally acknowledged that, as such Treasurer, he signed and delivered the signed instrument, pursuant to authority given by Ball Horticultural Company, as his free and voluntary act, and as the free and voluntary act and deed of said Ball Horticultural Company, 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

Subject Property Identification and Legal Descriptions

Common Addresses:

622 Town Road
West Chicago, Illinois 60185

and also identified as

1017 Roosevelt Road
West Chicago, Illinois 60185

Parcel Index Numbers:

04-09-301-007
04-09-301-008
04-09-301-009
04-09-301-010
04-09-301-011
04-09-301-012
04-09-301-013

PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN IN WINFIELD TOWNSHIP, DUPAGE COUNTY, ILLINOIS AND FURTHER DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT-OF-WAY AND THE WESTERN RIGHT-OF-WAY OF TOWN ROAD, SOUTHERLY ALONG THE WESTERN RIGHT-OF-WAY OF TOWN ROAD A DISTANCE OF 2,340.22 FEET; THENCE WESTERLY (AT AN INTERNAL ANGLE OF 91 DEGREES 33 MINUTES 23 SECONDS) A DISTANCE OF 624.24 FEET TO THE NORTHERN RIGHT-OF-WAY OF ROOSEVELT ROAD; THENCE NORTHWESTERLY ALONG THE NORTHERN RIGHT-OF-WAY OF ROOSEVELT ROAD A DISTANCE OF 455.27 FEET TO THE EASTERN PROPERTY LINE OF THE COMMONWEALTH EDISON COMPANY TRANSMISSION CORRIDOR; THENCE NORTHERLY ALONG THE COMMONWEALTH EDISON COMPANY TRANSMISSION CORRIDOR PROPERTY LINE A DISTANCE OF 1,499.06 FEET; THENCE NORTHEASTERLY ALONG THE SOUTHERN RIGHT-OF-WAY OF THE BURLINGTON NORTHERN & SANTA FE RAILWAY A DISTANCE OF 1,065.72 FEET TO THE POINT OF BEGINNING.

Parcel Index Numbers:

04-16-100-004
04-16-100-005

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHEASTERLY OF THE NORTHEASTERLY LINE OF ROOSEVELT ROAD AS WIDENED BY CONDEMNATION CASE 81ED-21, IN DUPAGE COUNTY, ILLINOIS.

Parcel Index Number:

04-09-308-023

LOTS 13 THROUGH 22 IN. BLOCK 5 AND LOTS 4, 5, 6, AND 7 IN BLOCK 4, ALL IN ALTA VISTA GARDENS, A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 8, 1927 AS DOCUMENT 237267, IN DUPAGE COUNTY, ILLINOIS. THAT PART OF VACATED STIMMEL STREET LYING SOUTH OF AND ADJOINING LOT SEVEN IN BLOCK 4 AND NORTH OF AND ADJOINING LOT 22 IN BLOCK 5 AND BETWEEN LINES DRAWN FROM THE SOUTHWEST CORNER OF SAID LOT 7 TO THE NORTHWEST CORNER OF SAID LOT 22 AND FROM THE SOUTHEAST CORNER OF SAID LOT 7 TO THE NORTH EAST CORNER OF SOUTH LOT 22, ALL IN ALTA VISTA GARDENS, A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH., RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 8, 1927 AS DOCUMENT 237267, IN DUPAGE COUNTY, ILLINOIS, SAID PORTIONS OF STREET HAVING BEEN VACATED BY ORDINANCE PASSED AND APPROVED NOVEMBER 17, 1958 A COPY OF WHICH WAS RECORDED APRIL 26, 1961 AS DOCUMENT R61-4306, IN DUPAGE COUNTY, ILLINOIS.

Parcel Index Numbers:

04-08-402-005
04-09-301-001

THAT PART OF SECTIONS 8 AND 9, TOWNSHIP 39 NORTH. RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SAID SECTION 8 WITH THE CENTER LINE OF ROOSEVELT ROAD (SAID CENTERLINE BEING A LINE 50.0 FEET NORTHERLY AND PARALLEL WITH THE SOUTHERLY LINE OF SAID ROAD AS WIDENED AND RELOCATED BY PLAT OF DEDICATION RECORDED AUGUST 24,

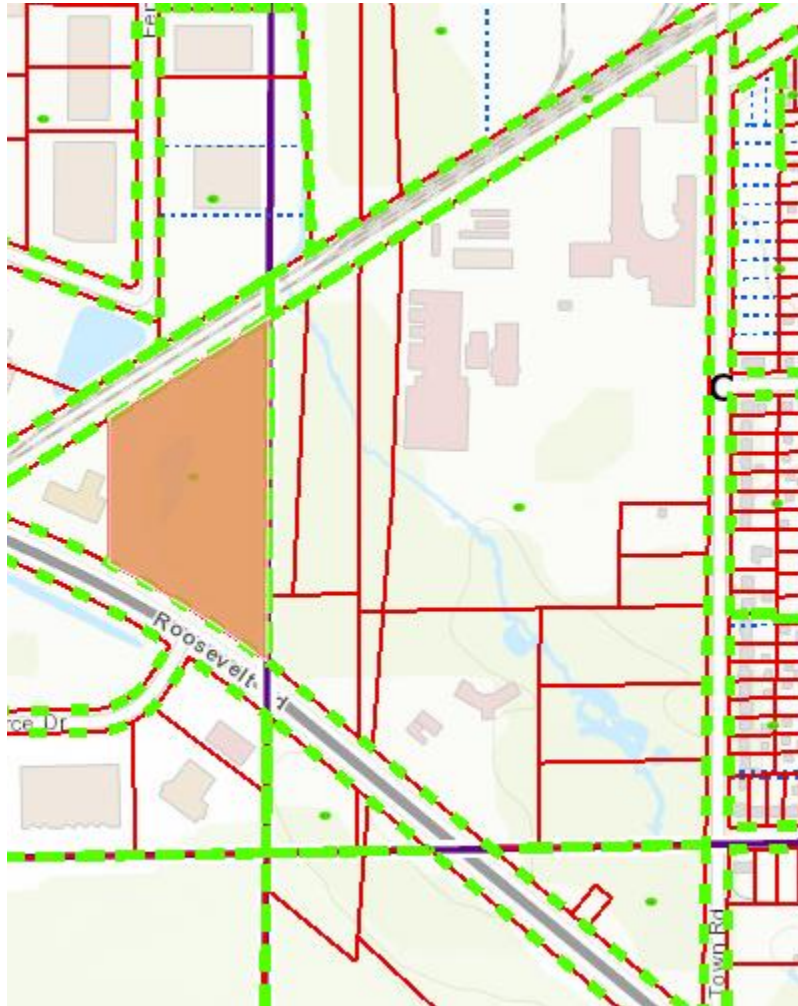
19.32 AS DOCUMENT 328847) AND RUNNING THENCE NORTHWESTERLY ON SAID CENTERLINE ON A CURVE 70 THE LEFT HAVING A RADIUS OF 3203.32 FEET, AN ARC DISTANCE OF 552.58 FEET, TO THE SOUTHEAST CORNER OF ADRIAN'S SUBDIVISION (PLAT DOCUMENT R81-48534) THENCE NORTH 00 DEGREES 51 MINUTES EAST ALONG THE EAST LINE OF SAID ADRIAN'S SUBDIVISION AND ALSO PARALLEL WITH THE EAST LINE OF SAID SECTION 491.71 FEET TO THE SOUTHEASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID ADRIAN'S SUBDIVISION THENCE NORTH 58 DEGREES 38 MINUTES EAST ON SAID LINE 687.95 FEET TO THE WEST LINE OF THE RIGHT-OF-WAY OF THE COMMONWEALTH EDISON COMPANY (FORMALLY PUBLIC SERVICE COMPANY) AS DESCRIBED IN DEED RECORDED SEPTEMBER 23, 1926 AS DOCUMENT 221874; THENCE SOUTH 02 DEGREES 56 MINUTES WEST ON SAID WEST LINE OF THE COMMONWEALTH EDISON COMPANY RIGHT-OF-WAY 599.35 FEET TO AN ANGLE AND SAID WEST LINE; AND CONTINUING ON SAID WEST LINE SOUTH 05 DEGREES 08 MINUTES WEST 281.11 FEET TO A JOG WEST IN SAID THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY; THENCE SOUTH 89 DEGREES 30 MINUTES WEST 74.0 FEET TO THE EAST LINE OF SAID SECTION 8; THENCE SOUTH 00 DEGREES 51 MINUTES WEST ON SAID SECTION LINE 274.94 FEET TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THE SOUTHWEST 60 FEET AS MEASURED RADIAL AND NORMAL TO THE CENTERLINE OF ROOSEVELT ROAD TAKEN FOR ROAD PURPOSES BY CONDEMNATION CASE 81 ED 18), IN THE CITY OF WEST CHICAGO, DUPAGE COUNTY, ILLINOIS.

EXHIBIT A-2

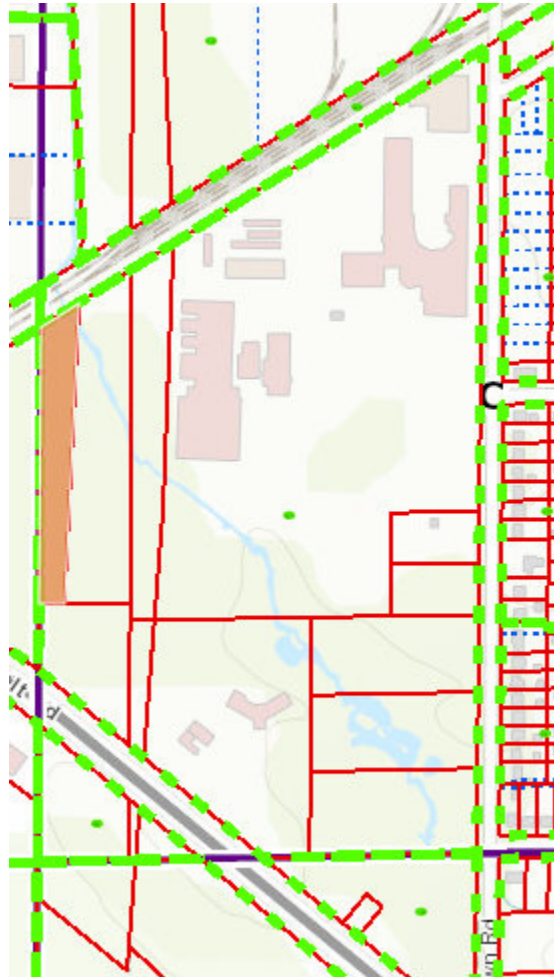
Depictions of Subject Property Parcels

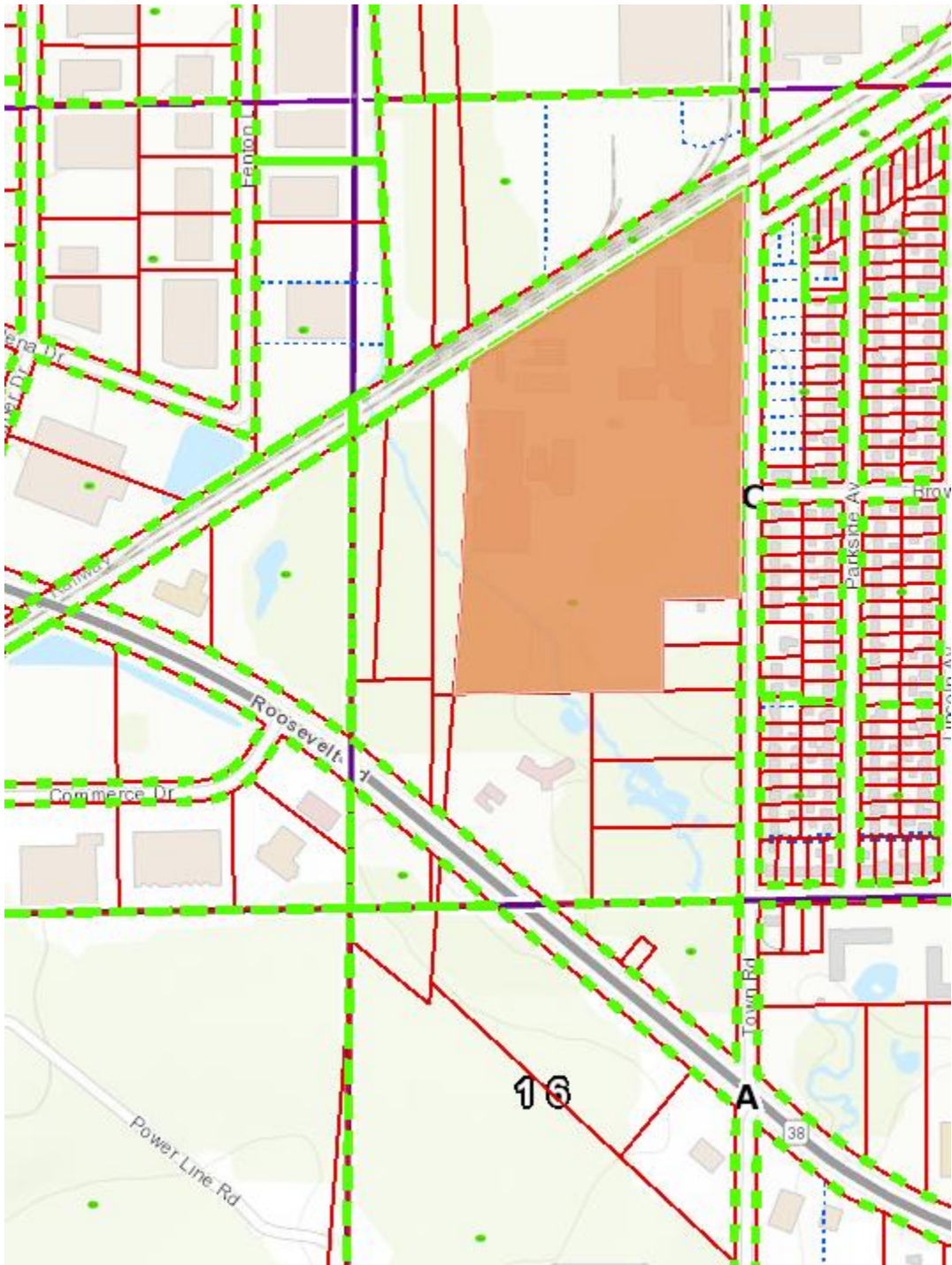
(attached)

04-08-402-005

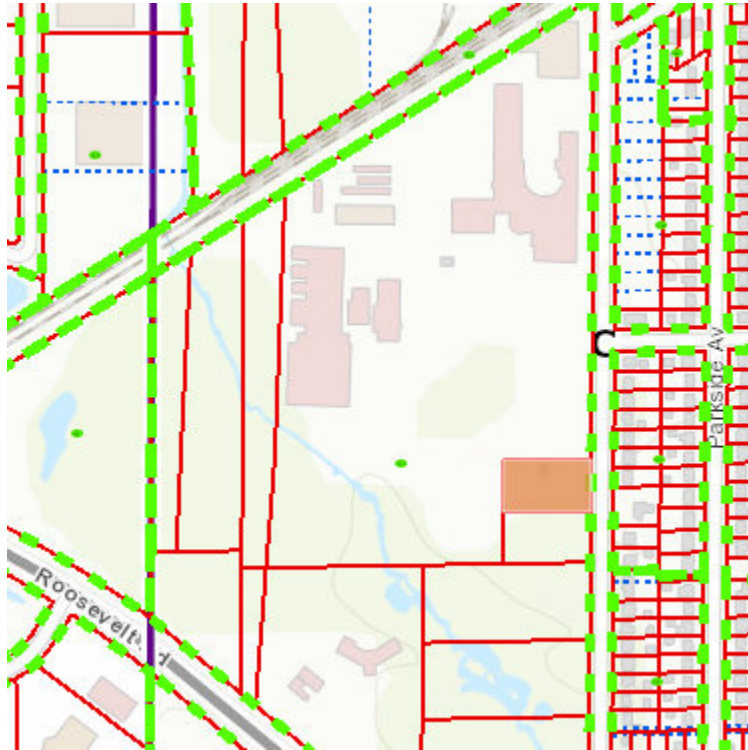


04-09-301-001

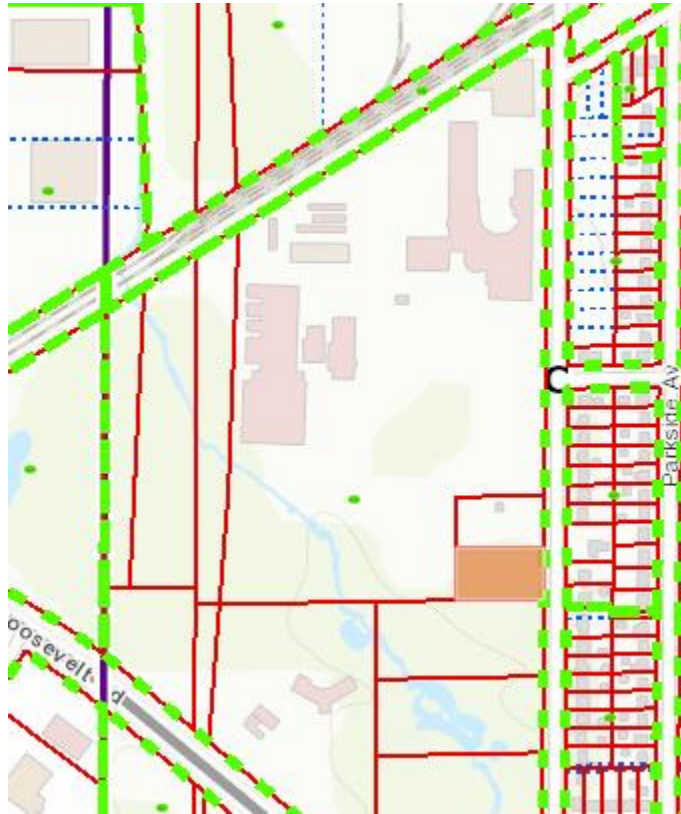




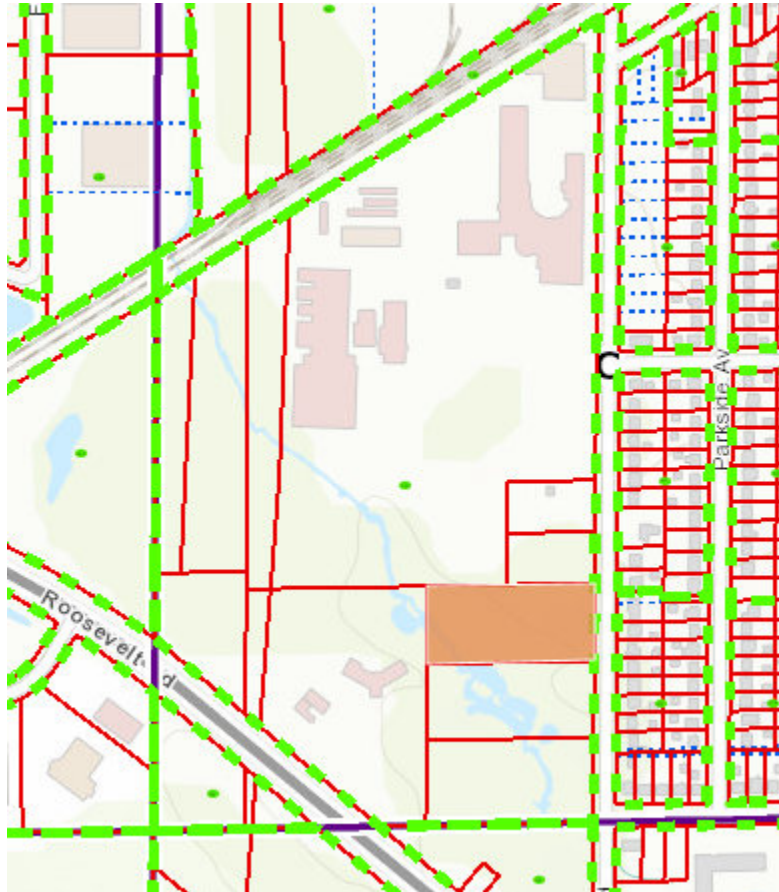
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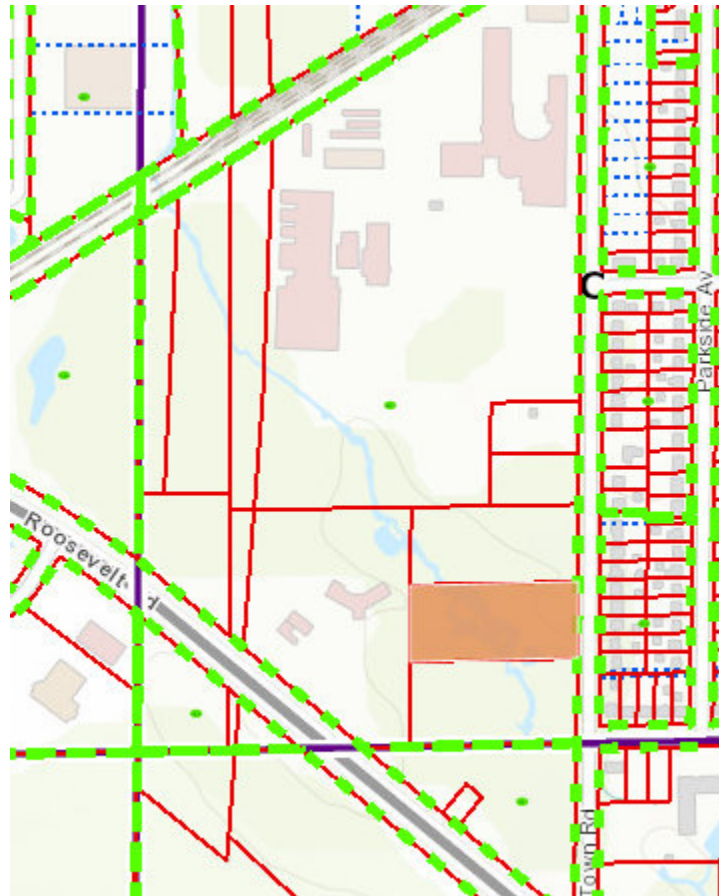
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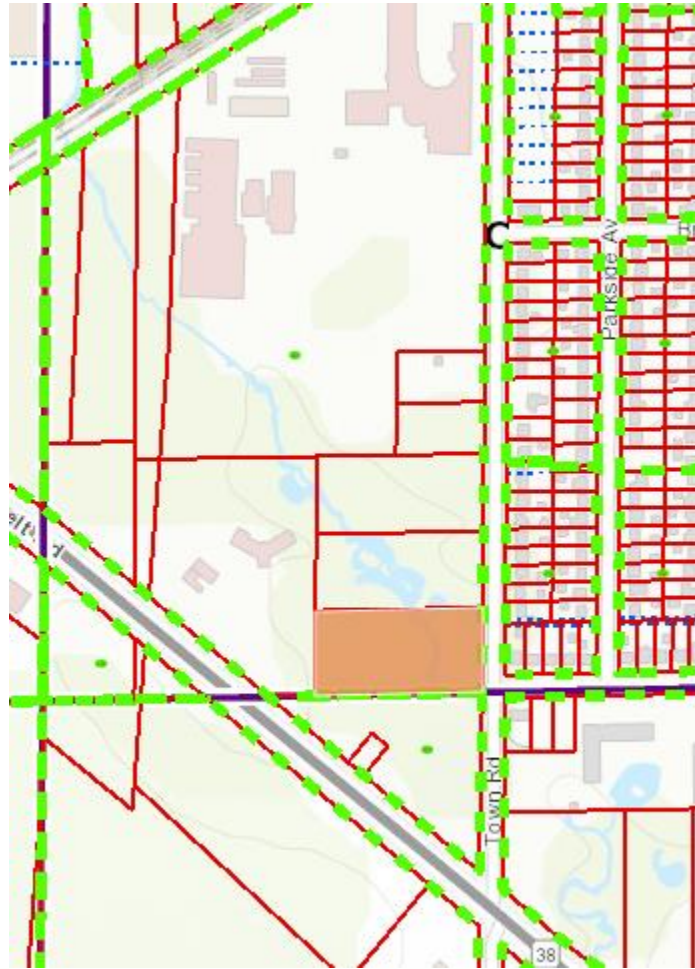
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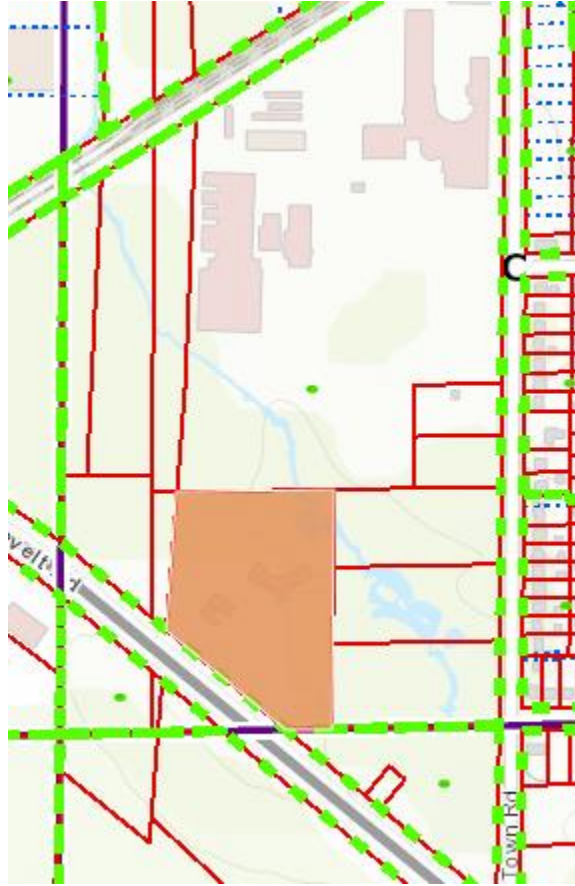
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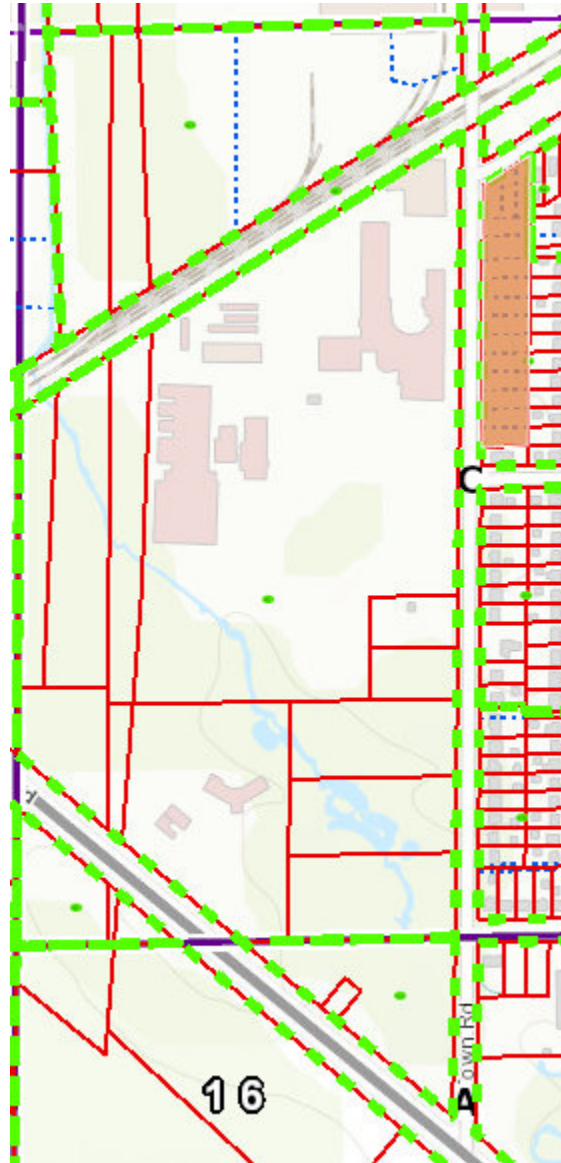
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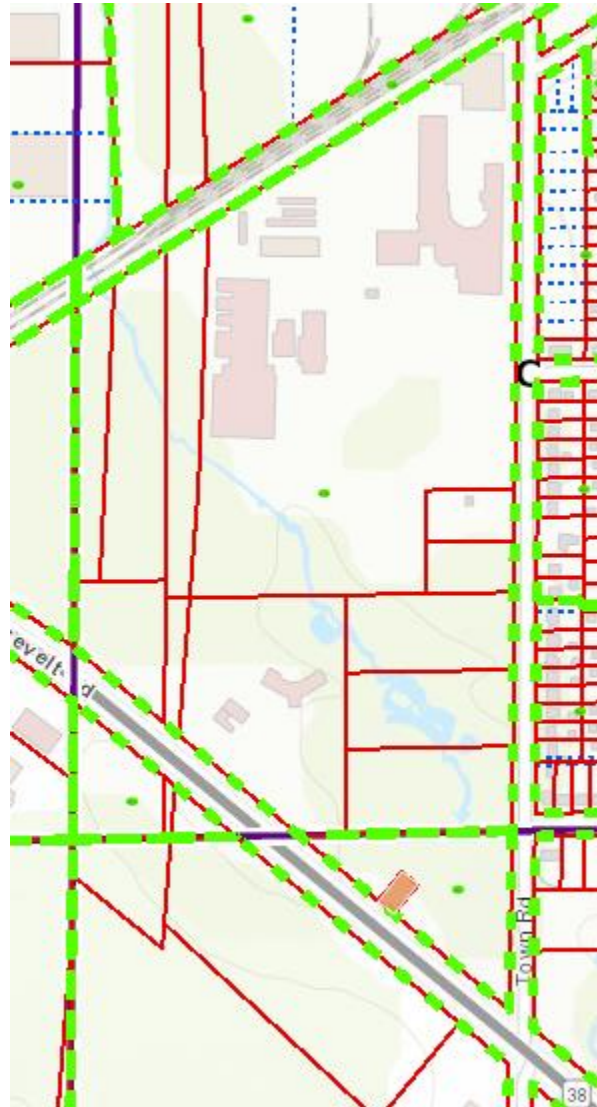
04-09-301-013



04-09-308-023



04-16-100-004



04-16-100-005

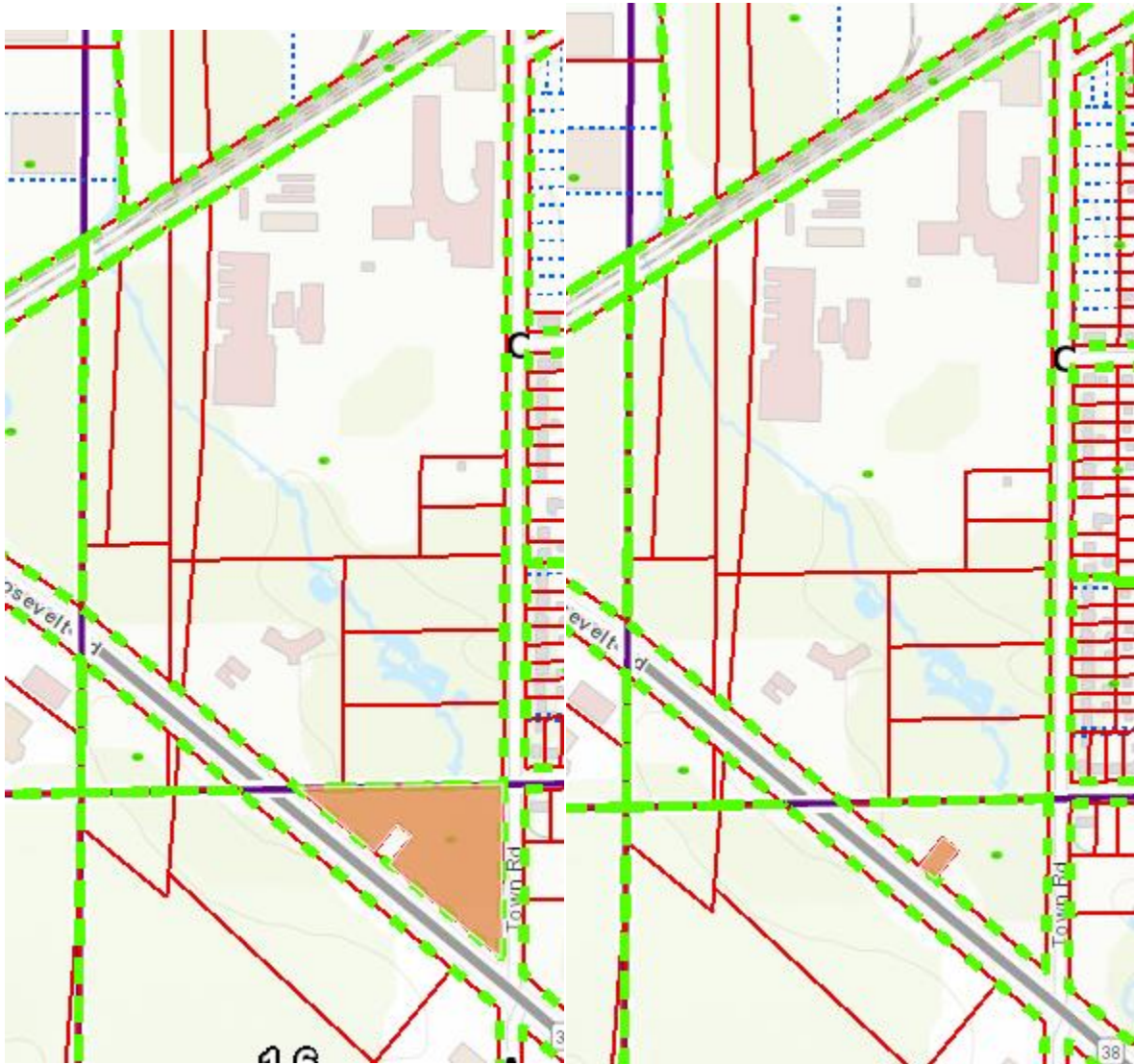


EXHIBIT B-1

Project Site Plan

(attached)

EXHIBIT B-2

Project Description

To maintain its competitive advantage, Ball is exploring the potential of building an advanced research and development facility in West Chicago, Illinois or at one of its existing R&D facilities in Elburn, IL; Guadalupe, CA, Santa Paula, CA or one of its global locations. The advanced R&D facility will leverage new technologies that were pioneered in agriculture, medical or other fields to develop new flower and plant varieties and explore more functional uses of plants. Additional goals are to innovate, increase efficiencies and improve the speed of bringing new developments to market.

If the project is located in West Chicago, Ball would build several new structures including the advanced R&D facility. To accomplish this several structures would be modified, relocated or demolished. The total capital investment is estimated at approximately \$22-\$25 million in the form of new construction, existing site improvements, demolition and equipment purchases. A preliminary conceptual site plan showing the proposed changes to our West Chicago facilities is attached.

Ball estimates its capital improvement costs as:

- Site improvements: \$2.5 million
- Building Construction: \$17 million for Innovation Center; \$1.5 million to relocate greenhouses
- Equipment and Machinery Purchases: \$2.6 million
- Demolition costs: \$400,000

If the project is located in West Chicago, Ball also expects to hire approximately twenty-five (25) new full time employees with an average total compensation of \$80,000, excluding the value of benefits. Ball recently added a Chief Technology Officer ("CTO") to assist with the site selection process and be involved with the design. Access to talent, proximity to other researchers, growers and distribution channels, cost of construction, and state and local support are among critical site selection criteria.

Specifically, our plan would be to hire at the west Chicago facility, between now and two years after completing the new facility, the following:

- One (1) Chief Technology Officer at an average annual wage of \$300,000+ (already hired).
- Seven (7) Breeding & Plant Researchers at an average annual wage of \$106,000 for a total annual job payroll of \$742,000.
- Nine (9) Breeding & Plant Assistants/Technicians at an average annual wage of \$55,000 for a total annual job payroll of \$ 495,000.
- Eight (8) Office/Clerical workers at an average annual wage of \$40,000 for a total annual job payroll of \$320,000

- Total: Twenty-five (25) jobs with a total annual job payroll of \$1,857,000.

EXHIBIT C

Anticipated Assessed Values

<u>Year</u>	<u>Anticipated Assessed Valuation</u>
Year 1	\$2,918,586
Year 2	9,002,480
Year 3	9,002,480
Year 4	9,002,480
Year 5	9,002,480
Year 6	9,002,480
Year 7	9,002,480
Year 8	9,002,480
Year 9	9,002,480
Year 10	9,002,480
Year 11	9,002,480
Year 12	9,002,480
Year 13	9,002,480
Year 14	9,002,480
Year 15	<u>9,002,480</u>
Total	\$128,953,306

EXHIBIT D

Abatement Ordinance / Resolution

(attached)

[ORDINANCE / RESOLUTION] 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, West Chicago Park District and Ball Horticultural Company in Regard to a Property Tax Abatement Relative to the Development of the Ball Horticultural Company 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 / RESOLVED] [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 / Resolution] 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 / Resolution] 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 / Resolution] and cause a certified copy of the same to be filed with the County Clerk of DuPage County, Illinois.

Section 5. This [Ordinance / Resolution] shall be in full force and effect upon its adoption and publication.

[PASSED / ADOPTED] this _____ day of _____, 20__ by a majority vote of 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)

Common Addresses:

622 Town Road
West Chicago, Illinois 60185

and also identified as

1017 Roosevelt Road
West Chicago, Illinois 60185

Parcel Index Numbers:

04-09-301-007
04-09-301-008
04-09-301-009
04-09-301-010
04-09-301-011
04-09-301-012
04-09-301-013

PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN IN WINFIELD TOWNSHIP, DUPAGE COUNTY, ILLINOIS AND FURTHER DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT-OF-WAY AND THE WESTERN RIGHT-OF-WAY OF TOWN ROAD, SOUTHERLY ALONG THE WESTERN RIGHT-OF-WAY OF TOWN ROAD A DISTANCE OF 2,340.22 FEET; THENCE WESTERLY (AT AN INTERNAL ANGLE OF 91 DEGREES 33 MINUTES 23 SECONDS) A DISTANCE OF 624.24 FEET TO THE NORTHERN RIGHT-OF-WAY OF ROOSEVELT ROAD; THENCE NORTHWESTERLY ALONG THE NORTHERN RIGHT-OF-WAY OF ROOSEVELT ROAD A DISTANCE OF 455.27 FEET TO THE EASTERN PROPERTY LINE OF THE COMMONWEALTH EDISON COMPANY TRANSMISSION CORRIDOR; THENCE NORTHERLY ALONG THE COMMONWEALTH EDISON COMPANY TRANSMISSION CORRIDOR PROPERTY LINE A DISTANCE OF 1,499.06 FEET; THENCE NORTHEASTERLY ALONG THE SOUTHERN RIGHT-OF-WAY OF THE BURLINGTON NORTHERN & SANTA FE RAILWAY A DISTANCE OF 1,065.72 FEET TO THE POINT OF BEGINNING.

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04-16-100-004
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Parcel Index Number:

04-09-308-023

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Parcel Index Numbers:

04-08-402-005

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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, West Chicago Park District And Ball Horticultural Company In Regard To A Property Tax Abatement Relative To The Development Of The Ball Horticultural Company 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 / Resolution, and send a certified copy of its Abatement Ordinance / Resolution 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).

Ball Horticultural Company Real Estate Tax Abatement Estimate

\$25M new investment

		Market Value	Land AV	Improvement AV	Assessed Value	Annual Tax Before Abatement	Percent Abatement	Adjusted Tax Rate	Annual Tax After Abatement	Annual Abatement Saviings	Cumulative Abatement Savings
Year 1	2019 payable 2020	8,755,758	709,086	2,209,500	2,918,586	\$318,873.03	0%	10.9256	\$318,873.03	\$0.00	0
Year 2	2020 payable 2021	27,007,440	709,086	8,293,394	9,002,480	\$983,574.96	50%	5.90925	\$531,979.05	\$451,595.91	\$451,595.91
Year 3	2021 payable 2022	27,007,440	709,086	8,293,394	9,002,480	\$983,574.96	50%	5.90925	\$531,979.05	\$451,595.91	\$903,191.82
Year 4	2022 payable 2023	27,007,440	709,086	8,293,394	9,002,480	\$983,574.96	50%	5.90925	\$531,979.05	\$451,595.91	\$1,354,787.73
Year 5	2023 payable 2024	27,007,440	709,086	8,293,394	9,002,480	\$983,574.96	50%	5.90925	\$531,979.05	\$451,595.91	\$1,806,383.64
Year 6	2024 payable 2025	27,007,440	709,086	8,293,394	9,002,480	\$983,574.96	50%	5.90925	\$531,979.05	\$451,595.91	\$2,257,979.54
Year 7	2025 payable 2026	27,007,440	709,086	8,293,394	9,002,480	\$983,574.96	50%	5.90925	\$531,979.05	\$451,595.91	\$2,709,575.45
Year 8	2026 payable 2027	27,007,440	709,086	8,293,394	9,002,480	\$983,574.96	50%	5.90925	\$531,979.05	\$451,595.91	\$3,161,171.36
Year 9	2027 payable 2028	27,007,440	709,086	8,293,394	9,002,480	\$983,574.96	50%	5.90925	\$531,979.05	\$451,595.91	\$3,612,767.27
Year 10	2028 payable 2029	27,007,440	709,086	8,293,394	9,002,480	\$983,574.96	50%	5.90925	\$596,342.23	\$387,232.73	\$4,000,000.00
Total		251,822,720			83,940,907	\$9,171,047.69			\$5,171,047.69	\$4,000,000.00	\$4,000,000.00
Average		25,182,272			8,394,091	\$917,104.77			\$574,560.85	\$444,444.44	

1. Assume new capital investment results in no Land Value increase, 90% of existing improvement value remains, and \$17M new capital investment added.

2. Assume increased assessed value, equalization, and tax rates remain unchanged during the term of abatement.



Ball Horticultural Company
622 Town Road
West Chicago, IL 60185-2698
USA
ballhort.com

630 231-3600
Fax: 630 231-3605

April 25, 2018

Mr. Michael Guttman
West Chicago City Manager
435 Main Street
West Chicago, IL 60185

Dear Mr. Guttman:

Please accept this letter as a request of the City of West Chicago for consideration of real estate tax abatements and other economic incentives, in cooperation with other local taxing bodies. As you are aware, Ball Horticultural Company is a worldwide horticultural company with its home office at 622 Town Road, West Chicago. Ball Horticultural is in need of capital expansion – either in West Chicago or at one of our other major, breeding facilities.

If the expansion takes place at our West Chicago facility, we expect that it would involve site work, demolitions, rebuilding and facility expansion of at least \$22-\$25 million; and create 25 new, professional level, full-time jobs, expected to be filled by scientists relocating from outside DuPage County as well as support staff. The plan is, if the project is to occur in West Chicago, for project construction to begin in 2019 and to be completed in 2021. Attached are a Background Statement and Project Description providing more detail about Ball Horticultural Company, and our potential West Chicago facility expansion.

Ball is requesting consideration of economic incentives in the form of property tax abatement and municipal fee credits. Also attached is a spreadsheet illustrating property tax abatement in line with abatements agreed to by the City in other instances.

Ball Horticultural Company has been a community leader in West Chicago for 80+ years and intends to continue in that role. Please contact Todd Frauendorfer at 630-588-3471 or tfrauendorfer@ballhort.com to discuss next steps. Thank you for your support and cooperation.

Sincerely,

Anna Caroline Ball
Chairman and CEO

Todd Frauendorfer
Treasurer & Corporate Secretary



Background Statement and Project Description for Ball Horticultural Company West Chicago Plan Expansion

Company Background

Founded in 1905, Ball Horticultural Company ("Ball" or "Company") is a global leader in the world of horticulture. Headquartered in West Chicago, Illinois since the 1920's, Ball boasts a global network of breeders, researchers, product developers, producers and distributors to provide the world with the most unique varieties of flowers, shrubs, vegetables and other plants. The Company invests in product development and research seeking varieties with superior traits, such as improved seed quality, increased disease resistance, color variety, and better performance for the end consumer.

•Our Products & Services

As a global leader in the world of horticulture, Ball offers the following products and services:

- **Breeding and Research:** Ball develops innovative varieties of plants with superior traits via its companies PanAmerican Seed Company, Kieft Seed, Ball FloraPlant, Darwin Perennials and Star Roses & Plants. Ball utilizes its breeders as well as third party breeders which can be at universities, third party companies or independent breeders to develop innovative commercial horticulture products. Research sites include Elburn, IL; Guadalupe, CA; Arroyo Grande, CA; Santa Paula, CA; Costa Rica; Thailand and Holland.
- **Cutting and Seed Production:** High quality seed and vegetative cuttings are produced at various sites around the world including Costa Rica, Guatemala, Nicaragua, Chile and China.
- **Distribution:** Ball has distribution companies across six (6) continents to deliver products in a safe, efficient and economical way. Climate-controlled storage keeps products fresh and industry leading systems get the product to the customers on time.
- **Consumer Brands:** Ball tries to stay ahead of the industry trends and develop value-added programs for growers and retailers to improve their business. Consumer known brands include Wave petunias, Knockout Roses, Dragonwing Begonias and others.
- **Sales and Marketing:** Ball's product, technical, and customer service team members help growers and retailers select the right varieties, give cultural advice, and trouble-shoot any issues that may arise.
- **Communications:** Since 1937, Ball Publishing has been providing the horticulture industry with the most up to date information on crops, culture, innovations and happenings in the industry.



- **Our Markets**

“Color the World” is one of Ball’s Pillars of Growth that it strives to achieve with its expansive array of flower products. Although headquartered in West Chicago, the Company also has a strong presence in the state of California, with 3 research and development facilities as noted above. Ball distributes its products in North America, South America, Europe, Africa, the Middle East and Asia with a strong presence in 20+ countries. Ball conducts trials all over the world to ensure that its products offer superior performance wherever they are grown.

- **Ball’s People**

Ball’s greatest asset is its people.....currently employing 390 full-time, 19 part-time, and 13 prime time (75%) workers at its West Chicago headquarters. Ball provides a wide range of jobs including breeding, research, technicians, order processors, customer service, finance, maintenance, management, clerical, operations, sales and marketing.

Ball invests in its team members hiring individuals with diverse backgrounds and unique ideas that can contribute in various facets of the company. Ball seeks the brightest, most-talented people to join the Company and share their ideas and passion in a rapidly evolving business environment. In return, Ball provides a competitive benefits package that includes:

- Medical, dental, life and long-term disability insurance
- 401k/Profit Sharing Retirement Plan
- Tuition assistance
- A collaborative business environment which embraces individual contributions
- An onsite subsidized café overlooking 30+ acres of display gardens, restored natural areas and walking trails
- Employee Assistance Program and Positive Health Programs
- Paid time off benefits including vacation and holidays

Specific Project Information

To maintain its competitive advantage, Ball is exploring the potential of building an advanced research and development facility in West Chicago, Illinois or at one of its existing R&D facilities in Elburn, IL; Guadalupe, CA, Santa Paula, CA or one of its global locations. The advanced R&D facility will leverage new technologies that were pioneered in agriculture, medical or other fields to develop new flower and plant varieties and explore more functional uses of plants. Additional goals are to innovate, increase efficiencies and improve the speed of bringing new developments to market.



If the project is located in West Chicago, Ball would build several new structures including the advanced R&D facility. To accomplish this several structures would be modified, relocated or demolished. The total capital investment is estimated at approximately \$22-\$25 million in the form of new construction, existing site improvements, demolition and equipment purchases. A preliminary conceptual site plan showing the proposed changes to our West Chicago facilities is attached.

Ball estimates its capital improvement costs as:

- Site improvements: \$2.5 million
- Building Construction: \$17 million for Innovation Center; \$1.5 million to relocate greenhouses
- Equipment and Machinery Purchases: \$2.6 million
- Demolition costs: \$400,000

If the project is located in West Chicago, Ball also expects to hire approximately twenty-five (25) new full time employees with an average total compensation of \$80,000, excluding the value of benefits. Ball recently added a Chief Technology Officer ("CTO") to assist with the site selection process and be involved with the design. Access to talent, proximity to other researchers, growers and distribution channels, cost of construction, and state and local support are among critical site selection criteria.

Specifically, our plan would be to hire at the west Chicago facility, between now and two years after completing the new facility, the following:

- One (1) Chief Technology Officer at an average annual wage of \$300,000+ (already hired).
- Seven (7) Breeding & Plant Researchers at an average annual wage of \$106,000 for a total annual job payroll of \$742,000.
- Nine (9) Breeding & Plant Assistants/Technicians at an average annual wage of \$55,000 for a total annual job payroll of \$ 495,000.
- Eight (8) Office/Clerical workers at an average annual wage of \$40,000 for a total annual job payroll of \$320,000
- Total: Twenty-five (25) jobs with a total annual job payroll of \$1,857,000.

Need for State Assistance

Ball Horticultural Company is a leading innovator in plant science and is committed to developing the best products in the horticulture industry. In order to stay competitive in the market, Ball must continuously invest in its R&D endeavors. As a result, Ball is proposing to hire 25 new jobs as well as invest approximately \$22-\$25 million into an improved research facility along with necessary site improvements in West Chicago. Ball is weighing this potential of expanding its current research and development efforts in West Chicago against doing so in Elburn, IL; Guadalupe, CA; Santa Paula, CA or one of its other breeding locations in Costa Rica or Holland.



- Elburn, IL

Ball has a research facility in Kane County, approximately 20 minutes west of West Chicago. It has a current staff of 40-75 research employees on a site that has available land for building.

- Guadalupe, CA

Ball has excess capacity in Guadalupe to add the proposed 25 jobs, and build the advanced R&D facility. Guadalupe is an agricultural community actively pursuing growth and development due to higher than average unemployment. By locating in Guadalupe, the Company anticipates savings of approximately \$1.46 million over 10 years. In particular, a new R&D facility was constructed in Guadalupe within the last 10 years and the process of working with local building officials was very smooth. This facility has potential capacity for additional research personnel. While a new structure would need to be constructed, fewer square feet would be required and there would not be the need to demolish existing structures to accommodate the new facility, as is the case in West Chicago. In addition, the construction cost per square foot is significantly lower in Guadalupe. Climate is an advantage and we already have solar energy on the property.

- Santa Paula, CA

Ball also has excess capacity in Santa Paula CA to add the proposed 25 jobs, and build the advanced R&D facility. This facility is a research facility that is scheduled to be upgraded within the next two years. Being located between LA and Santa Barbara makes this an appealing location with good access to potential employees and easy transportation. Climate and available land also make this a site to be seriously considered.

Both California Locations

While there are synergistic advantages to pursuing the project at its global headquarters in West Chicago, there is also a compelling argument to invest near its three existing west coast research facilities. Ball has begun discussions of incentives with the state of California, and incentives are being offered to Ball. Specifically, the state of California offers job training funding and other financial assistance through its "California competes" program. California Competes provides an income tax credit to businesses that want to come to stay and grow in California. Tax credit agreements are negotiated by and approved statutorily. An agreement as to the amount of the tax credit has not yet been reached.

Community Contributions and Support

Ball recognizes the importance of its relationship with local communities.

- Community inclusion

In line with our commitment to color the world, Ball established the Gardens at Ball in 1933 as a display and testing grounds for the world's horticultural advancements. The grounds cover over nine acres of annuals, perennials, cut



flowers and vegetables from the industry's leading breeders and marketers and are open to visitors on specified days.

- **Philanthropy**

Ball has also demonstrated its commitment to the community through its various philanthropic efforts. Ball offers scholarships and internships for students with an interest in horticulture and sponsors many industry events including Blooming Fest in West Chicago. It is also assisting the City of West Chicago with its entry into America In Bloom's contest. Ball has assisted We Grow Dreams over the years as well as planted community and individual gardens for various causes. Ball has sponsored and captained the largest team at the Bike MS Tour de Farms event which will be held in St. Charles this year. In addition, Ball established the Ball Foundation in 1975 with the purpose of discovering and developing human potential. The Ball Foundation serves thousands of individuals and families by conducting research on human aptitudes and creating tests that help people make informed college and career choices that align with their talents and interests. By West Chicago's supporting Ball's investment in Illinois, Ball can continue to support these efforts and help make our communities a better place.

- **Employment**

Ball also has additional positive impacts on the West Chicago community. Ball is a stable, well-established company that provides a variety of stable, high quality jobs. Many of Ball's employees live in West Chicago and the surrounding communities. Ball is proposing to hire 25 new employees to operate out of the West Chicago office. These will be high quality jobs with growth potential, allowing people to express themselves and be put in a position where they can truly utilize their talents. Ball offers competitive wages and benefits.

- **Investment**

Furthermore, Ball supports local businesses through purchases of supplies, equipment and hiring of various contractors. This will have a rippling effect through the local economy as those employees buy homes, cars, visit restaurants and make discretionary purchases.

ORDINANCE 18-05

AN ORDINANCE ADOPTING PREVAILING WAGE RATES TO BE PAID TO LABORERS, MECHANICS AND OTHER WORKERS PERFORMING CONSTRUCTION OF PUBLIC WORKS IN THE WEST CHICAGO PARK DISTRICT, DUPAGE COUNTY, STATE OF ILLINOIS.

Whereas, the State of Illinois has enacted “An ACT regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works”, approved June 26, 1941, as amended, being Chapter 820 ILCS 130/1-12, Illinois Compiled Statutes; and

Whereas, the aforesaid Act requires that the West Chicago Park District investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of said park district employed in performing construction of public works, for said park district; and

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND THE WEST CHICAGO PARK DISTRICT BOARD OF PARK COMMISSIONERS, DUPAGE COUNTY, ILLINOIS AS FOLLOWS:

Section 1. To the extent and as required by “An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works” approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in the construction of public works coming under the jurisdiction of the West Chicago Park District is hereby ascertained to be the same as the prevailing wage rates for construction work in the DuPage county area as determined by the Department of Labor of the State of Illinois as of June 2018, a copy of that determination being attached hereto as Exhibit “A” and incorporated herein by reference. The definition of any terms appearing in this Ordinance which area also used in the aforesaid Act shall be the same as in said ACT.

Section 2. Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of the West Chicago Park District to the extent required by the aforesaid Act.

Section 3. The Secretary of the West Chicago Park District Board of Park Commissioners shall publicly post or keep available for inspection by any interested party in the main office of the West Chicago Park District this determination or any revisions of such prevailing rate of wage. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

Section 4. The Secretary of the West Chicago Park District Board of Park Commissioners shall mail a copy of this determination to any employer, to any association of employers, and to any person or association of employees who have filed their names and addresses requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

Section 5. The Secretary of the West Chicago Park District Board of Park Commissioners shall promptly file a certified copy of this Ordinance with the Department of Labor of the State of Illinois.

Section 6. The Secretary of the West Chicago Park District Board of Park Commissioners shall cause to be published in a newspaper of general circulation within in the area a notice of this Ordinance and such publication shall constitute notice that the determination is effective and that this is the determination of this public body.

Section 7. This Ordinance shall be in full force and effect from and after its passage.

Passed this 12th day of June, 2018.

By: _____
President, Board of Park Commissioners

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Attest: _____
Secretary, Board of Park Commissioners

State of Illinois)
) SS
County of DuPage)

Secretary's Certificate

I, Melissa L. Medeiros, the undersigned, do hereby certify that I am the duly appointed, qualified and now acting Secretary of the West Chicago Park District Board of Park Commissioners in the County of DuPage and the State of Illinois, and that as an official, I am keeper of records and files of the Board of Park Commissioners.

I do further certify that the foregoing is a true and correct copy of the Prevailing Wage Act Ordinance as passed by the Board of Park Commissioners at a meeting on the 12th day of June, 2018, and that said ordinance was duly passed by a yea and nay vote thereon with at least a majority of all the Board of Park Commissioners having voted yea on the adoption and passage thereof.

I do further certify that the deliberations of the members of the Board of Park Commissioners on the adoption of this ordinance were taken openly; that the vote on the adoption of this ordinance was taken openly; that the meeting was held at a specified time and place convenient to the public; that notice of the meeting was properly published; and that the meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with provisions of the Park District Code of the State of Illinois, as amended and that the Board of Park Commissioners has complied with all the applicable provisions of the Act and said Code with all the procedural rules of the Board of Park Commissioners.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said Park District of West Chicago, IL this 12th day of June A.D., 2018.

[SEAL]

Secretary, West Chicago Park District Board of Park Commissioners

