

FINANCE COMMITTEE

RESOLUTIONS



**RESOLUTION OF THE COUNTY BOARD
WILL COUNTY, ILLINOIS**

***Resolution of Intent to Abate Certain Property Taxes for Logoplaste Plainfield LLC
Headquarters and Research and Development Facility***

WHEREAS, **LOGOPLASTE PLAINFIELD LLC**, is relocating their headquarters and research and development facility to Will County; and

WHEREAS, pursuant to 35 ILCS 200/18-165 Will County is authorized to abate any portion of its taxes on property that is commercial or industrial; and

WHEREAS, Will County has made a determination of the assessed value of its property in conformance with 35 ILCS 200/18-165; and

WHEREAS, this relocation would retain and/or create 50 high paying jobs with an average compensation per employee of \$71,500 (wages plus benefits); and

WHEREAS, this type of job creation is needed in the Will County area; and

WHEREAS, it is in the best interest of the citizens of Will County that this expansion occur and the abatement of ad valorem property taxes be granted.

NOW, THEREFORE BE IT RESOLVED, by the Will County Board that if **LOGOPLASTE PLAINFIELD LLC**, undertakes and relocates their headquarters and research and development facility in Will County, the Will County Clerk is directed to abate 50% percent of Will County's ad valorem property taxes for a period of five (5) years subject to and in conformance with a contractual agreement in substantially the form attached hereto being entered into between Will County and **LOGOPLASTE PLAINFIELD LLC**.

BE IT FURTHER RESOLVED, that the Will County Board hereby authorizes the Will County Executive to negotiate and execute an Agreement of Intent to Abate Taxes with **LOGOPLASTE PLAINFIELD LLC**, in substantially the form attached hereto, subject to the review and approval of the Will County State's Attorney.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set forth herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 20th day of May, 2010.

Vote: Yes: _____ No: _____ Pass: _____ (SEAL)

Nancy Schultz Voots
Will County Clerk

Approved this _____ day of _____, 2010.

Lawrence M. Walsh
Will County Executive

**AGREEMENT OF INTENT TO ABATE PROPERTY TAXES
FOR LOGOPLASTE PLAINFIELD LLC HEADQUARTERS**

WHEREAS, **Logoplaste Plainfield LLC** is locating their headquarters and research and development facility to Will County and has requested incentives from the County in the form of real estate tax abatements, pursuant to the provisions of law, 35 ILCS 200/18-165 et seq., and

WHEREAS, the County of Will desires to grant certain incentives to **Logoplaste Plainfield LLC** to locate within such boundaries, subject to certain conditions, restrictions and limitations, and

WHEREAS, **Logoplaste Plainfield LLC** has consented to those specified conditions, restrictions and limitations, and

WHEREAS, the County wishes to effectuate such agreements pursuant to the provisions of Illinois law.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

As used herein, unless the context indicates otherwise, or unless specifically defined otherwise, the following terms shall be accorded the following meanings:

1.01 **Logoplaste Plainfield LLC**
c/o Logoplaste USA Inc.
150 Commerce Blvd.
Loveland, OH 45140
Attn: Rui Abelho
Phone: 513-550-0580

Lessor - Landlord:

Edmund Jin and Eva Lu
45865-45875 Northport Loop East
Freemont, CA 94538
Phone: 510-490-9788
Fax: 510-490-2804

1.02 The County.
Will County, Illinois

1.03 Supervisor of Assessments.

The Supervisor of Assessments of Will County, Illinois, charged with the statutory responsibility of reviewing and revising assessments of real property within the County of Will.

1.04 Township Assessor.

The Assessor of the Township charged with the statutory responsibility of assessing real property within the Township.

1.05 County Clerk.

The Clerk of Will County, Illinois, charged with the responsibility of extending real estate taxes against taxable real property.

1.06 County Recorder.

The Recorder of Deeds of Will County, Illinois, charged with the statutory responsibility of recording deeds, mortgages, liens, and other instruments affecting title to real estate.

1.07 Subject Property.

The real estate, and any subsequent improvements, consisting of the property more particularly described in Exhibit "A".

This legal description may change slightly to reflect the final site plan and building design.

1.08 Permanent Index Number.

The number or numbers assigned to the Subject Property by the Mapping and Platting Department of the County of Will, pursuant to the system for the listing of real estate for purposes of assessment and collection of taxes.

1.09 Assessed Valuation.

The value of the Subject Property as assessed by the Township Assessor and/or as revised by the Supervisor of Assessments and Board of Review.

1.10 Equalized Assessed Valuation.

The equalized assessed valuation (EAV) is the assessed value of real property, equalized by the application of the multiplier established for Townships within the County as established by the Supervisor of Assessments pursuant to 35 ILCS 200/9-75 and 200/9-205 or by the application of the multiplier established for Will County by the Illinois Department of Revenue either as a whole or by Township, pursuant to 35 ILCS 200/17-5 et seq.

For purposes of this Agreement, the EAV of the Subject Property as recorded on the books of the County Clerk shall conclusively be

deemed the EAV of the Subject Property, except as set forth in Section 6.13 hereof.

1.11 Abatement.

The reduction of taxes levied against real estate, except that in no event shall the real estate taxes levied and extended on behalf of the County for the payment and discharge of principal and interest on the bonded indebtedness of the County is abated.

1.12 Insolvency of Owner.

Logoplaste Plainfield LLC's inability to meet its obligations as they become due, **Logoplaste Plainfield LLC's** adjudication as bankrupt, **Logoplaste Plainfield LLC's** general assignment for the benefit of creditors, **Logoplaste Plainfield LLC's** taking the benefit of any insolvency act, or the appointment of a permanent receiver or trustee in bankruptcy for **Logoplaste Plainfield LLC's** property.

1.13 Assessment Complaint.

A complaint filed by a taxpayer with the Will County Board of Review or the Property Tax Appeal Board of the State of Illinois that the real estate has been improperly assessed or is exempt.

1.14 Tax Rate Objections.

A taxpayer's challenge, of the mill rate applied to the Subject Property.

1.15 Residential Improvements.

Real estate improved with a house, an apartment building of not more than six living units, or residential condominium, a residential cooperative or a government-subsidized housing project, if required by statute to be assessed in the lowest assessment category.

1.16 Taxing Districts.

The following collective units of Illinois local government and school districts:

1. Forest Preserve District of Will County
2. Will County Public Building Comm.
3. Plainfield Township Town Funds
4. Plainfield Township Road Funds
5. Unit School District 202
6. Community College District 525
7. Plainfield Public Library
8. Village of Plainfield
9. Village of Plainfield RD & BR
10. Plainfield Township Park District

11. Plainfield Fire District
12. County of Will

1.17 Owner
Logoplaste Plainfield LLC
Owner of the Subject Property.

Lessor - Landlord:
Edmund Jin and Eva Lu
45865-45875 Northport Loop East
Freemont, CA 94538
Phone: 510-490-9788
Fax: 510-490-2804

2. Abatement of Taxes.

- 2.01 Subject to the terms of this Agreement, the County agrees to abate ad valorem real estate taxes extended against the Subject Property as follows:
- (a) Abatements shall begin in the tax levy year that the project is substantially completed; the Subject property is fully assessed as improved property by the Township Assessor as indicated by the records of the Township Assessor; and **Logoplaste Plainfield LLC** notifies the Will County Executive when a tax abatement has been approved by the appropriate Village, and an occupancy permit has been issued for the improved premises which are the subject of this Agreement. However, failure to provide notice shall not extend this agreement beyond the maximum 10-year period allowed by law.
 - (b) The amount abated shall be **fifty percent (50%)** of real estate tax payable by **Logoplaste Plainfield LLC**, attributable to the new improvements, based upon the Equalized Assessed Valuation of the Subject Property, except that in no event shall real estate taxes levied and extended on behalf of the County for the payment and discharge of principal and interest on the bonded indebtedness of the County be abated.
 - (c) Abatements shall be for a duration of **five (5)** consecutive tax levy years, commencing with the tax levy year to which the first abatement applies.

(d) In no event shall taxes be abated on the Subject Property for improvements made to that property after commencement of the abatement period as defined in Paragraph 2.01 (a).

2.02 The County shall, within five (5) days following its adoption, serve upon **Logoplaste Plainfield LLC** a copy of the abatement resolution indicating filing with the County Clerk.

2.03 This Agreement and abatement resolution shall be certified by the County Clerk of Will County and shall be forwarded to the Supervisor of Assessments, County Clerk of Will County, and Will County Treasurer. Each year during the abatement period, a copy of the County's annual certificate of levy shall likewise be distributed.

2.04 For the duration of this Agreement, **Logoplaste Plainfield LLC** shall inform the Will County Executive of any and all changes in the Permanent Index Numbers identifying the Subject Property, within a reasonable time after **Logoplaste Plainfield LLC** is advised by the County of Will of such changed Permanent Index numbers. The County shall not be held responsible if **Logoplaste Plainfield LLC's** failure to so notify the Will County Executive results in a defective abatement for the Subject Property caused by obsolete, incorrect or inaccurate Permanent Index Numbers; provided, however, and notwithstanding the provisions of Section 2.01(c) hereof, in the event **Logoplaste Plainfield LLC** fails to so notify, this Agreement shall be tolled until such time as **Logoplaste Plainfield LLC** provides the County with the current, correct and accurate Permanent Index Number or Numbers for the Subject Property, at which time the abatement as aforesaid shall continue until the total taxes abated by the County equals the County's pro-rata share of the total amount statutorily allowed to be given to **Logoplaste Plainfield LLC** by all Taxing Districts under the provisions of 35 ILCS 200/18-165 et seq. or the amount that would have been abated had the correct Permanent Index Number been provided, whichever is less. In no event shall the tolling period operate so as to extend this Agreement beyond the maximum 10-year period allowed by law.

2.05 **Logoplaste Plainfield LLC** shall provide the County copies of each of its yearly real estate tax bills when rendered, for the property for purposes of auditing compliance with this Agreement.

3. Prohibited Acts.

3.01 Failure of **Logoplaste Plainfield LLC** to pay in full, or cause to be paid in full, all properly, legally and validly assessed and computed, real estate taxes which are extended and billed against the Subject Property. In the event **Logoplaste Plainfield LLC** fails to pay in full such real estate taxes, **Logoplaste Plainfield LLC** shall have the

opportunity to cure such failure for a period of 30 days after notice of the failure.

- 3.02 It is understood and agreed by the parties hereto that for a period of time commencing on the date of the Agreement and concluding on December 31 of the year in which the last abatement provided for herein is realized, **Logoplaste Plainfield LLC** shall not file tax rate objections or otherwise challenge the rate of taxes levied by and extended by the County for the parcels subject to this agreement.

The provision does not, by way of limitation, prevent **Logoplaste Plainfield LLC** from challenging the validity of the assessment of the Subject Property by the Township Assessor, Supervisor of Assessments, or Board of Review at any time during the term of this Agreement. (See Section 6.13 Below).

4. Cancellation/Recapture of Abatements

4.01 The obligation of the County to abate taxes herein shall be terminated upon the occurrence of any of the following:

- (a) The insolvency of owner as defined in Section 1.12 of this agreement, but only in the event the insolvency causes the Subject Property to cease operations;
- (b) Except as provided in Section 6.14 hereof, the sale of the Subject Property;
- (c) The construction of residential improvements on the Subject Property, provided, however, that in the event said residential improvements are identified by separate Permanent Index Numbers, the cancellation of the abatement shall apply only to the abatement attributable to those Permanent Index Numbers so identified.
- (d) On the happening of any of the prohibited acts specified in Section 3 of this Agreement.

4.02 In the event that any of the following events occur, abatements previously granted shall be repaid to the County to the extent the prohibited acts prevent the County from collecting unabated taxes:

- (a) **Logoplaste Plainfield LLC** files tax rate objections or otherwise challenges the rate of taxes levied by and extended by the County during a period of time commencing on the date of this Agreement and concluding on December 31 of the year in which the last abatement provided for herein is realized;

(b) Except as provided in Section 6.14 hereof, if there is an assignment of this Agreement and the Subject Property ceases to be operated as a new distribution facility for the distribution of books and other media.

4.03 This Agreement and the obligations of Will County Board hereunder shall terminate in the event that:

The Project is not fully constructed and operational within three (3) years of the date of this Agreement.

4.04 **Logoplaste Plainfield LLC** agrees that the new distribution facility for the distribution of home furnishings will continue to operate in Will County for a period of not less than twice the period of the abatement and to repay the abatement to the County if it fails to comply with this requirement.

5. Warranties and Representations

Logoplaste Plainfield LLC represents and warrants to the County as follows:

5.01 That **Logoplaste Plainfield LLC** will commence construction, or cause the commencement of construction, before the County shall have any further obligation to abate taxes as provided for herein.

5.02 That **Logoplaste Plainfield LLC** has provided the legal description of the Subject Property set forth in this Agreement and that said legal description is accurate and correct.

5.03 That **Logoplaste Plainfield LLC** certifies that the abatement of property taxes is an important ingredient in its decision to locate in Will County.

5.04 **Logoplaste Plainfield LLC** represents and warrants to the County as follows:

The property tax abatement for the subject parcel is for the benefit of **Logoplaste Plainfield LLC**

5.05 That **Logoplaste Plainfield LLC** certifies that a minimum of **50 new high paying jobs** for Will County workforce will be created. Failure of this provision shall allow Will County to rescind the abatement agreement and/or reevaluate the eligibility provisions for the purpose of adjusting the amount of the abatement percentage and/or the length of time of the abatement.

6. Miscellaneous

- 6.01 Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, 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.
- 6.02 Wherever appropriate in this Agreement, the singular shall include the plural, and the plural shall include the singular.
- 6.03 All section headings or other headings in this Agreement are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered or relevant to such heading or not.
- 6.04 A copy of this Agreement and any amendment thereto, or a memorandum of this Agreement may be recorded by the County.
- 6.05 The officers of **Logoplaste Plainfield LLC** executing this Agreement warrant that they have been lawfully authorized by their Board of Directors to execute this Agreement on behalf of **Logoplaste Plainfield LLC**. The Will County Executive and County Clerk of Will County hereby warrant that they have been lawfully authorized by the Will County Board to execute this Agreement. **Logoplaste Plainfield LLC** and the County shall, upon request, deliver to each other copies of all bylaws, resolutions, letters of direction, ordinances, or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective entities.
- 6.06 This Agreement sets forth all the promises, inducements, agreements, conditions, and understandings between **Logoplaste Plainfield LLC** and the County relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than as herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced to writing and signed by them.
- 6.07 This Agreement may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.
- 6.08 In the event of any default under or violation of this Agreement, the party not in default or violation shall serve written notice upon the party or parties in default or violation, which notice shall be in writing and

shall specify the particular violation or default. Either party may request a meeting with the others to discuss the default or violation, and such meeting shall be held within thirty (30) days after such notice is given, and the parties shall in good faith attempt to resolve the default in a reasonable fashion.

- 6.09 Any notice, payment, request, instruction, or other document to be delivered hereunder shall be deemed sufficiently given if in writing and delivered personally or mailed by certified mail, postage prepaid, if to the County to:

Will County Executive
302 North Chicago Street
Joliet, IL 60432
Phone (815) 740-4601
Fax (815) 740-4600

and if to **(Owner) Logoplaste Plainfield LLC** to:

Logoplaste Plainfield LLC
c/o Logoplaste USA Inc.
150 Commerce Blvd.
Loveland, OH 45140
Attn: Rui Abelho
Phone: 513-550-0580

Lessor - Landlord:
Edmund Jin and Eva Lu
45865-45875 Northport Loop East
Freemont, CA 94538
Phone: 510-490-9788
Fax: 510-490-2804

It shall be the responsibility of each party hereto to notify the other parties, in writing, of a change in address and/or contact person.

- 6.10 In the event a court of competent jurisdiction shall determine that the County does not have the power to perform any provision set forth in this Agreement, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not effect any of the other provisions contained herein, and such judgment or decree shall relieve the County only from performance under such invalid provision of this Agreement.

- 6.11 The recitals to this Agreement are hereby incorporated as a part of this Agreement and are hereby declared and found to be true and correct.
- 6.12 This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.
- 6.13 **Logoplaste Plainfield LLC** shall have the right to file an assessment complaint or otherwise challenge the validity of the assessment of the Subject Property by the Township Assessor, Supervisor of Assessments, or Board of Review at any time during the term of this Agreement. In the event such a complaint is filed or other challenge mounted, **Logoplaste Plainfield LLC** waives any objections to intervention by the County in any judicial or other proceeding at any time prior to or during such litigation/proceeding.
- 6.14 **Logoplaste Plainfield LLC** or any subsequent owner, shall not assign this Agreement to any person or entity, except **Logoplaste Plainfield LLC** without prior written consent of the County except for internal assignment among entities with common ownership or the sale or change in ownership of **Logoplaste Plainfield LLC** or its parent corporation, so long as the new owner continues to operate the Subject Property as home furnishings distribution facility. It is the obligation of **Logoplaste Plainfield LLC** to notify the County about such internal assignments. No such assignment shall be effective, even if consented to by the County, unless and until the Assignee acknowledges in writing to the County that the obligations of the County to **Logoplaste Plainfield LLC** or any Assignee hereunder are contingent upon certain conditions, covenants and the performance of certain obligations as set forth in this Agreement on the part of **Logoplaste Plainfield LLC** which such Assignee will assume.
- 6.15 **Logoplaste Plainfield LLC** shall employ, directly or indirectly, at all times during construction covered by this agreement, a minimum of seventy-five percent (75%) local (Will County) labor at the prevailing wage from Will County, Illinois, for construction, from the beginning to the completion of said construction covered by the abatement described herein.
- 6.16 All provisions of this Agreement shall be deemed severable, and if for any reason any portion of this Agreement is deemed invalid or unenforceable, or contrary to or in conflict with then applicable law, or materially incompatible with the procedures or requirements of any governmental agency (e.g. Will County Clerk's Office), then in any of such events, the invalid, unenforceable, conflicting or materially incompatible provision shall be severed and deleted from this Agreement, without affecting the validity or enforceability of other provisions hereof, except that if the tax abatements granted herein are severed from this Agreement, or otherwise not substantially realizable

by **Logoplaste Plainfield LLC** this Agreement shall thereupon terminate.

6.17 If any material provision of this Agreement is or becomes materially incompatible with the procedures or requirements of any governmental agency (e.g. Will County Clerk's Office), or is otherwise subject to severance, the parties shall diligently use their reasonable best efforts to negotiate an alternative method of achieving the same result, thereby to preserve the benefits and obligations hereof for all parties hereto.

COUNTY OF WILL

(Owner)
LOGOPLASTE PLAINFIELD LLC

Lawrence M. Walsh
Will County Executive

BY:

ATTEST:

ATTEST:

Nancy Schultz Voots
Will County Clerk

DATED: _____

DATED: _____

LESSOR

BY:

ATTEST:

DATED: _____

EXHIBIT "A"

**Attach Legal Description here.
14420 Van Dyke Road, Plainfield
PIN:06-03-09-101-014-0000**



Finance Committee
Resolution #10-135

**RESOLUTION OF THE COUNTY BOARD
WILL COUNTY, ILLINOIS**

***Resolution of Intent to Abate Certain Property Taxes for
Logoplaste Plainfield LLC Manufacturing Facility***

WHEREAS, **LOGOPLASTE PLAINFIELD LLC**, is locating a manufacturing facility to Will County;
and

WHEREAS, pursuant to 35 ILCS 200/18-165 Will County is authorized to abate any portion of its taxes on property that is commercial or industrial; and

WHEREAS, Will County has made a determination of the assessed value of its property in conformance with 35 ILCS 200/18-165; and

WHEREAS, this relocation would retain and/or create 40 high paying jobs with an average compensation per employee of \$71,500 (wages plus benefits); and

WHEREAS, this type of job creation is needed in the Will County area; and

WHEREAS, it is in the best interest of the citizens of Will County that this expansion occur and the abatement of ad valorem property taxes be granted.

NOW, THEREFORE BE IT RESOLVED, by the Will County Board that if **LOGOPLASTE PLAINFIELD LLC**, undertakes and relocates a manufacturing facility in Will County, the Will County Clerk is directed to abate 50% percent of Will County's ad valorem property taxes for a period of three (3) years subject to and in conformance with a contractual agreement in substantially the form attached hereto being entered into between Will County and **LOGOPLASTE PLAINFIELD LLC**.

BE IT FURTHER RESOLVED, that the Will County Board hereby authorizes the Will County Executive to negotiate and execute an Agreement of Intent to Abate Taxes with **LOGOPLASTE PLAINFIELD LLC**, in substantially the form attached hereto, subject to the review and approval of the Will County State's Attorney.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set forth herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 20th day of May, 2010.

Vote: Yes: _____ No: _____ Pass: _____ (SEAL)

Approved this _____ day of _____, 2010.

Nancy Schultz Voots
Will County Clerk

Lawrence M. Walsh
Will County Executive

**AGREEMENT OF INTENT TO ABATE PROPERTY TAXES
FOR LOGOPLASTE PLAINFIELD LLC MANUFACTURING FACILITY**

WHEREAS, **Logoplaste Plainfield LLC** is locating a **manufacturing facility** to Will County and has requested incentives from the County in the form of real estate tax abatements, pursuant to the provisions of law, 35 ILCS 200/18-165 et seq., and

WHEREAS, the County of Will desires to grant certain incentives to **Logoplaste Plainfield LLC** to locate within such boundaries, subject to certain conditions, restrictions and limitations, and

WHEREAS, **Logoplaste Plainfield LLC** has consented to those specified conditions, restrictions and limitations, and

WHEREAS, the County wishes to effectuate such agreements pursuant to the provisions of Illinois law.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

1. **DEFINITIONS**

As used herein, unless the context indicates otherwise, or unless specifically defined otherwise, the following terms shall be accorded the following meanings:

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c/o Logoplaste USA Inc.
150 Commerce Blvd.
Loveland, OH 45140
Attn: Rui Abelho
Phone: 513-550-0580

Lessor - Contact Person:

Kevin Scherry
Diageo North America, Inc.
801 Main Avenue
Norwalk, CT 06851
Phone: 815-267-4433 / 815-715-5443
Email: Kevin.Scherry@diageo.com

1.02 **The County.**
Will County, Illinois

1.03 **Supervisor of Assessments.**

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8. Village of Plainfield
9. Village of Plainfield RD & BR
10. Plainfield Township Park District

11. Plainfield Fire District
12. County of Will

1.17 Owner

Logoplaste Plainfield LLC

Owner of the Subject Property.

Lessor - Contact Person

Kevin Scherry

Diageo North America, Inc.

801 Main Avenue

Norwalk, CT 06851

Phone: 815-267-4433 / 815-715-5443

Email: Kevin.Scherry@diageo.com

2. Abatement of Taxes.

2.01 Subject to the terms of this Agreement, the County agrees to abate ad valorem real estate taxes extended against the Subject Property as follows:

- (a) Abatements shall begin in the tax levy year that the project is substantially completed; the Subject property is fully assessed as improved property by the Township Assessor as indicated by the records of the Township Assessor; and **Logoplaste Plainfield LLC** notifies the Will County Executive when a tax abatement has been approved by the appropriate Village, and an occupancy permit has been issued for the improved premises which are the subject of this Agreement. However, failure to provide notice shall not extend this agreement beyond the maximum 10-year period allowed by law.
- (b) The amount abated shall be **fifty percent (50%)** of real estate tax payable by **Logoplaste Plainfield LLC**, attributable to the new improvements, based upon the Equalized Assessed Valuation of the Subject Property, except that in no event shall real estate taxes levied and extended on behalf of the County for the payment and discharge of principal and interest on the bonded indebtedness of the County be abated.
- (c) Abatements shall be for a duration of **three (3)** consecutive tax levy years, commencing with the tax levy year to which the first abatement applies.
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- 2.03 This Agreement and abatement resolution shall be certified by the County Clerk of Will County and shall be forwarded to the Supervisor of Assessments, County Clerk of Will County, and Will County Treasurer. Each year during the abatement period, a copy of the County's annual certificate of levy shall likewise be distributed.
- 2.04 For the duration of this Agreement, **Logoplaste Plainfield LLC** shall inform the Will County Executive of any and all changes in the Permanent Index Numbers identifying the Subject Property, within a reasonable time after **Logoplaste Plainfield LLC** is advised by the County of Will of such changed Permanent Index numbers. The County shall not be held responsible if **Logoplaste Plainfield LLC's** failure to so notify the Will County Executive results in a defective abatement for the Subject Property caused by obsolete, incorrect or inaccurate Permanent Index Numbers; provided, however, and notwithstanding the provisions of Section 2.01(c) hereof, in the event **Logoplaste Plainfield LLC** fails to so notify, this Agreement shall be tolled until such time as **Logoplaste Plainfield LLC** provides the County with the current, correct and accurate Permanent Index Number or Numbers for the Subject Property, at which time the abatement as aforesaid shall continue until the total taxes abated by the County equals the County's pro-rata share of the total amount statutorily allowed to be given to **Logoplaste Plainfield LLC** by all Taxing Districts under the provisions of 35 ILCS 200/18-165 et seq. or the amount that would have been abated had the correct Permanent Index Number been provided, whichever is less. In no event shall the tolling period operate so as to extend this Agreement beyond the maximum 10-year period allowed by law.
- 2.05 **Logoplaste Plainfield LLC** shall provide the County copies of each of its yearly real estate tax bills when rendered, for the property for purposes of auditing compliance with this Agreement.

3. Prohibited Acts.

- 3.01 Failure of **Logoplaste Plainfield LLC** to pay in full, or cause to be paid in full, all properly, legally and validly assessed and computed, real estate taxes which are extended and billed against the Subject Property. In the event **Logoplaste Plainfield LLC** fails to pay in full such real estate taxes, **Logoplaste Plainfield LLC** shall have the opportunity to cure such failure for a period of 30 days after notice of the failure.

3.02 It is understood and agreed by the parties hereto that for a period of time commencing on the date of the Agreement and concluding on December 31 of the year in which the last abatement provided for herein is realized, **Logoplaste Plainfield LLC** shall not file tax rate objections or otherwise challenge the rate of taxes levied by and extended by the County for the parcels subject to this agreement.

The provision does not, by way of limitation, prevent **Logoplaste Plainfield LLC** from challenging the validity of the assessment of the Subject Property by the Township Assessor, Supervisor of Assessments, or Board of Review at any time during the term of this Agreement. (See Section 6.13 Below).

4. Cancellation/Recapture of Abatements

4.01 The obligation of the County to abate taxes herein shall be terminated upon the occurrence of any of the following:

- (a) The insolvency of owner as defined in Section 1.12 of this agreement, but only in the event the insolvency causes the Subject Property to cease operations;
- (b) Except as provided in Section 6.14 hereof, the sale of the Subject Property;
- (c) The construction of residential improvements on the Subject Property, provided, however, that in the event said residential improvements are identified by separate Permanent Index Numbers, the cancellation of the abatement shall apply only to the abatement attributable to those Permanent Index Numbers so identified.
- (d) On the happening of any of the prohibited acts specified in Section 3 of this Agreement.

4.02 In the event that any of the following events occur, abatements previously granted shall be repaid to the County to the extent the prohibited acts prevent the County from collecting unabated taxes:

- (a) **Logoplaste Plainfield LLC** files tax rate objections or otherwise challenges the rate of taxes levied by and extended by the County during a period of time commencing on the date of this Agreement and concluding on December 31 of the year in which the last abatement provided for herein is realized;
- (b) Except as provided in Section 6.14 hereof, if there is an assignment of this Agreement and the Subject Property

ceases to be operated as a new distribution facility for the distribution of books and other media.

- 4.03 This Agreement and the obligations of Will County Board hereunder shall terminate in the event that:

The Project is not fully constructed and operational within three (3) years of the date of this Agreement.

- 4.04 **Logoplaste Plainfield LLC** agrees that the new distribution facility for the distribution of home furnishings will continue to operate in Will County for a period of not less than twice the period of the abatement and to repay the abatement to the County if it fails to comply with this requirement.

5. Warranties and Representations

Logoplaste Plainfield LLC represents and warrants to the County as follows:

- 5.01 That **Logoplaste Plainfield LLC** will commence construction, or cause the commencement of construction, before the County shall have any further obligation to abate taxes as provided for herein.
- 5.02 That **Logoplaste Plainfield LLC** has provided the legal description of the Subject Property set forth in this Agreement and that said legal description is accurate and correct.
- 5.03 That **Logoplaste Plainfield LLC** certifies that the abatement of property taxes is an important ingredient in its decision to locate in Will County.
- 5.04 **Logoplaste Plainfield LLC** represents and warrants to the County as follows:

The property tax abatement for the subject parcel is for the benefit of **Logoplaste Plainfield LLC**

- 5.05 That **Logoplaste Plainfield LLC** certifies that a minimum of **40 new high paying jobs** for Will County workforce will be created. Failure of this provision shall allow Will County to rescind the abatement agreement and/or reevaluate the eligibility provisions for the purpose of adjusting the amount of the abatement percentage and/or the length of time of the abatement.

6. Miscellaneous

- 6.01 Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, 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.
- 6.02 Wherever appropriate in this Agreement, the singular shall include the plural, and the plural shall include the singular.
- 6.03 All section headings or other headings in this Agreement are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered or relevant to such heading or not.
- 6.04 A copy of this Agreement and any amendment thereto, or a memorandum of this Agreement may be recorded by the County.
- 6.05 The officers of **Logoplaste Plainfield LLC** executing this Agreement warrant that they have been lawfully authorized by their Board of Directors to execute this Agreement on behalf of **Logoplaste Plainfield LLC**. The Will County Executive and County Clerk of Will County hereby warrant that they have been lawfully authorized by the Will County Board to execute this Agreement. **Logoplaste Plainfield LLC** and the County shall, upon request, deliver to each other copies of all bylaws, resolutions, letters of direction, ordinances, or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective entities.
- 6.06 This Agreement sets forth all the promises, inducements, agreements, conditions, and understandings between **Logoplaste Plainfield LLC** and the County relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than as herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced to writing and signed by them.
- 6.07 This Agreement may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.
- 6.08 In the event of any default under or violation of this Agreement, the party not in default or violation shall serve written notice upon the party or parties in default or violation, which notice shall be in writing and shall specify the particular violation or default. Either party may request a meeting with the others to discuss the default or violation, and such

meeting shall be held within thirty (30) days after such notice is given, and the parties shall in good faith attempt to resolve the default in a reasonable fashion.

- 6.09 Any notice, payment, request, instruction, or other document to be delivered hereunder shall be deemed sufficiently given if in writing and delivered personally or mailed by certified mail, postage prepaid, if to the County to:

Will County Executive
302 North Chicago Street
Joliet, IL 60432
Phone (815) 740-4601
Fax (815) 740-4600

and if to **(Owner) Logoplaste Plainfield LLC** to:

Logoplaste Plainfield LLC
c/o Logoplaste USA Inc.
150 Commerce Blvd.
Loveland, OH 45140
Attn: Rui Abelho
Phone: 513-550-0580

Contact Person:
Kevin Scherry
Diageo North America, Inc.
801 Main Avenue
Norwalk, CT 06851
Phone: 815-267-4433 / 815-715-5443
Email: Kevin.Scherry@diageo.com

It shall be the responsibility of each party hereto to notify the other parties, in writing, of a change in address and/or contact person.

- 6.10 In the event a court of competent jurisdiction shall determine that the County does not have the power to perform any provision set forth in this Agreement, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not effect any of the other provisions contained herein, and such judgment or decree shall relieve the County only from performance under such invalid provision of this Agreement.
- 6.11 The recitals to this Agreement are hereby incorporated as a part of this Agreement and are hereby declared and found to be true and correct.

- 6.12 This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.
- 6.13 **Logoplaste Plainfield LLC** shall have the right to file an assessment complaint or otherwise challenge the validity of the assessment of the Subject Property by the Township Assessor, Supervisor of Assessments, or Board of Review at any time during the term of this Agreement. In the event such a complaint is filed or other challenge mounted, **Logoplaste Plainfield LLC** waives any objections to intervention by the County in any judicial or other proceeding at any time prior to or during such litigation/proceeding.
- 6.14 **Logoplaste Plainfield LLC** or any subsequent owner, shall not assign this Agreement to any person or entity, except **Logoplaste Plainfield LLC** without prior written consent of the County except for internal assignment among entities with common ownership or the sale or change in ownership of **Logoplaste Plainfield LLC** or its parent corporation, so long as the new owner continues to operate the Subject Property as home furnishings distribution facility. It is the obligation of **Logoplaste Plainfield LLC** to notify the County about such internal assignments. No such assignment shall be effective, even if consented to by the County, unless and until the Assignee acknowledges in writing to the County that the obligations of the County to **Logoplaste Plainfield LLC** or any Assignee hereunder are contingent upon certain conditions, covenants and the performance of certain obligations as set forth in this Agreement on the part of **Logoplaste Plainfield LLC** which such Assignee will assume.
- 6.15 **Logoplaste Plainfield LLC** shall employ, directly or indirectly, at all times during construction covered by this agreement, a minimum of seventy-five percent (75%) local (Will County) labor at the prevailing wage from Will County, Illinois, for construction, from the beginning to the completion of said construction covered by the abatement described herein.
- 6.16 All provisions of this Agreement shall be deemed severable, and if for any reason any portion of this Agreement is deemed invalid or unenforceable, or contrary to or in conflict with then applicable law, or materially incompatible with the procedures or requirements of any governmental agency (e.g. Will County Clerk's Office), then in any of such events, the invalid, unenforceable, conflicting or materially incompatible provision shall be severed and deleted from this Agreement, without affecting the validity or enforceability of other provisions hereof, except that if the tax abatements granted herein are severed from this Agreement, or otherwise not substantially realizable by **Logoplaste Plainfield LLC** this Agreement shall thereupon terminate.

6.17 If any material provision of this Agreement is or becomes materially incompatible with the procedures or requirements of any governmental agency (e.g. Will County Clerk's Office), or is otherwise subject to severance, the parties shall diligently use their reasonable best efforts to negotiate an alternative method of achieving the same result, thereby to preserve the benefits and obligations hereof for all parties hereto.

COUNTY OF WILL

(Owner)
LOGOPLASTE PLAINFIELD LLC

Lawrence M. Walsh
Will County Executive

BY:

ATTEST:

ATTEST:

Nancy Schultz Voots
Will County Clerk

DATED:_____

DATED:_____

LESSOR:

BY:

ATTEST:

DATED:_____

EXHIBIT A

Attach Legal Description here.

24460 W. 143rd Street, Plainfield

A new PIN will be secured for the Logoplaste facility, if necessary.

Landlord's property PIN 06-03-04-300-014-0000



**Finance Committee
Resolution #10-136**

**RESOLUTION OF THE COUNTY BOARD
WILL COUNTY, ILLINOIS**

**Increasing Certified Local Government Grant Funds in
Land Use Department Budget**

WHEREAS, the Land Use Department is in receipt of Certified Local Government Grant Funds and has requested the following budget amendments:

Decrease	101-00-000-39996	Anticipated New Revenue	\$ 9,000.00
Increase	101-00-000-33365	Historic Preservation Grants	\$ 9,000.00
Decrease	101-40-100-6999	Anticipated New Expenses	\$13,000.00
Increase	101-41-165-6017	Historic Preservation Exp	\$13,000.00

WHEREAS, the Finance Committee has recommended approval of this request, and

WHEREAS, pursuant to 55 ILCS 5/6-1003...Transfers from one appropriation of any one fund to another of the same fund, not affecting the total amount appropriated, may be made at any meeting of the board by a two-thirds vote....By a like vote the board may make appropriations in excess of those authorized by the budget in order to meet an immediate emergency.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby amends its 2010 Budget, by increasing appropriations in the Land Use Budget as described fully above.

BE IT FURTHER RESOLVED, that the Will County Finance Department is directed to make the necessary line item and fund adjustments, in accordance with the above-referenced statutory authority.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 20th May, 2010.

Vote: Yes_____ No_____ Pass_____ (SEAL)

Nancy Schultz Voets
Will County Clerk

Approved this _____ day of _____, 2010.

Lawrence M. Walsh
Will County Executive



**Finance Committee
Resolution #10-137**

**RESOLUTION OF THE COUNTY BOARD
WILL COUNTY, ILLINOIS**

Increasing Preserve America Grant Funds in Land Use Department Budget

WHEREAS, the Land Use Department is in receipt of Preserve America Grant Funds and has requested the following budget amendments:

Decrease	101-00-000-39996	Anticipated New Revenue	\$25,250.00
Increase	101-00-000-33365	Historic Preservation Grants	\$25,250.00
Decrease	101-40-100-6999	Anticipated New Expenses	\$31,000.00
Increase	101-41-165-3130	Consulting	\$31,000.00

WHEREAS, the Finance Committee has recommended approval of this request, and

WHEREAS, pursuant to 55 ILCS 5/6-1003...Transfers from one appropriation of any one fund to another of the same fund, not affecting the total amount appropriated, may be made at any meeting of the board by a two-thirds vote....By a like vote the board may make appropriations in excess of those authorized by the budget in order to meet an immediate emergency.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby amends its 2010 Budget, by increasing appropriations in the Land Use Budget as described fully above.

BE IT FURTHER RESOLVED, that the Will County Finance Department is directed to make the necessary line item and fund adjustments, in accordance with the above-referenced statutory authority.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 20th May, 2010.

Vote: Yes_____ No_____ Pass_____ (SEAL)

Nancy Schultz Voots
Will County Clerk

Approved this _____ day of _____, 2010.

Lawrence M. Walsh
Will County Executive



RESOLUTION OF THE COUNTY BOARD
WILL COUNTY, ILLINOIS

**TRANSFERRING APPROPRIATIONS WITHIN
SHERIFF'S WEIGHT SCALE BUDGET**

WHEREAS, the Sheriff's Department has requested an internal transfer of funds to accommodate necessary purchases of equipment and vehicles, and

WHEREAS, the Finance Committee approves of such transfers, and

WHEREAS, pursuant to 55 ILCS 5/6-1003,Transfers from one appropriation of any one fund to another of the same fund, not affecting the total amount appropriated, may be made at any meeting of the board by a two-thirds vote....By a like vote the board may make appropriations in excess of those authorized by the budget in order to meet an immediate emergency.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby amends its 2010 Budget, by transferring appropriations within the Sheriff's Weight Scale funds as follows:

From: 251-10100	Sheriff's Weight Scale Fund	\$99,100.00
To: 251-50-635-		
2020	Operating Costs	\$20,000.00
2140	Accident Reconstruction License	\$ 2,300.00
2420	Storm Force Jackets	\$ 3,300.00
2540	Radar units and light bars for vehicles	\$20,000.00
3541	Installation Costs	\$ 1,500.00
3800	Shipping	\$ 3,000.00
4400	2 Vehicles/Equipment	<u>\$49,000.00</u>
		\$99,100.00

BE IT FURTHER RESOLVED, that the Will County Finance Department is directed to make the necessary line item and fund adjustments, in accordance to statutory authority.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 20th day of May, 2010.

Vote: Yes _____ No _____ Pass _____ (SEAL)

Nancy Schultz Voots
Will County Clerk

Approved this _____ day of _____, 2010.

Lawrence M. Walsh
Will County Executive



PAUL J. KAUPAS
WILL COUNTY SHERIFF

Will County Courthouse
14 W. Jefferson Street
Joliet, Illinois 60432

Telephone: 815/727-8895
Fax: 815/727-8565
Website: www.willcosheriff.org

April 21, 2010

Chairman James Moustis
Will County Board
302 N. Chicago Street
Joliet, IL 60432

Dear Chairman Moustis,

The Sheriff's Office requests to be placed on the appropriate committee agenda to request an increase in expense appropriations in the Sheriff's Overweight Truck Account in the following expense codes:

To Code:	For:	Amount:
251-50-635-2020	Operating Costs	\$20,000
251-50-635-2140	Accident Reconstruction License	\$2,300
251-50-635-2420	Storm Force Jackets	\$3,300
251-50-625-2540	Radar units, and light bars for seized veh	\$20,000
251-50-635-3541	Installation Costs	\$1,500
251-50-635-3800	Shipping	\$3,000
251-50-635-4400	2 Vehicles/Equipment	<u>\$49,000</u>
		\$99,100

There is an available cash balance in the Revenue line item for the Overweight Truck Account, in the amount of: \$233,157.

Please see attached support paperwork.

If you have any questions, please feel free to contact me.

A handwritten signature in black ink, appearing to read "Nathaniel C. Romeo".

Nathaniel C. Romeo
Deputy Chief
Will County Sheriff's Office

Cc Sheriff Paul Kaupas
Undersheriff Martin Nowak
Paul Rafac/County Finance Director
Duffy Blackburn/County Auditor
file



**RESOLUTION OF THE COUNTY BOARD
WILL COUNTY, ILLINOIS**

***TRANSFERRING APPROPRIATIONS WITHIN
SHERIFF'S CORPORATE BUDGET***

WHEREAS, the Sheriff's Department has requested an internal transfer of appropriations to accommodate necessary expenses, and

WHEREAS, the Finance Committee approves of such transfers, and

WHEREAS, pursuant to 55 ILCS 5/6-1003,Transfers from one appropriation of any one fund to another of the same fund, not affecting the total amount appropriated, may be made at any meeting of the board by a two-thirds vote....By a like vote the board may make appropriations in excess of those authorized by the budget in order to meet an immediate emergency.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby amends its 2010 Budget, by transferring and increasing appropriations within the Sheriff's Weight Scale funds as follows:

From: 101-50-600-3820	Contingency	\$3,000.00
To: 101-50-600-6023	Art. 36 Vehicle Seizures	\$3,000.00

BE IT FURTHER RESOLVED, that the Will County Finance Department is directed to make the necessary line item and fund adjustments, in accordance to statutory authority.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 20th day of May, 2010.

Vote: Yes___ No___ Pass_____ (SEAL)

Nancy Schultz Voots
Will County Clerk

Approved this _____ day of _____, 2010.

Lawrence M. Walsh
Will County Executive



PAUL J. KAUPAS
WILL COUNTY SHERIFF

Will County Courthouse
14 W. Jefferson Street
Joliet, Illinois 60432

April 21, 2010

Telephone: 815/727-8895
Fax: 815/727-8565
Website: www.willcosheriff.org

Chairman James Moustis
Will County Board
302 N. Chicago Street
Joliet, IL 60432

Dear Chairman Moustis,

The Sheriff's Office requests to be placed on the appropriate committee agenda for the increase in both revenues and expense appropriations for the following Sheriffs' lines items.

Contingency:

101-50-600-3820 \$3,000

Article 36 Vehicle Seizure expense code:

101-50-600-6023 \$3,000

Attached is a copy of the Illinois Compiled Statutes regarding Seizures and Forfeitures of Vessels, Vehicles, and Aircrafts, and invoices needing to be processed.

If you need additional information relative to these issues, please call me at your convenience.

A handwritten signature in black ink, appearing to read "Nathaniel Romeo".

Deputy Chief Nathaniel Romeo
Will County Sheriff's Office

Cc Sheriff Paul Kaupas
Undersheriff Martin Nowak
Finance Director Paul Rafac
Auditor Duffy Blackburn
Sgt. Mike Giels
file