

Village of
Manteno

MAY 1, 2017



**BOARD OF TRUSTEES
REGULAR MEETING
7:00 P.M.**



**PRESIDENT
TIMOTHY O. NUGENT**

**VILLAGE CLERK
ALISA BLANCHETTE**

TRUSTEES
TIMOTHY BOYCE TODD CROCKETT
DIANE DOLE JOEL GESKY
SAMUEL J. MARTIN WENDELL O. PHILLIPS



Manteno Village Board Room
Leo T. Hassett Community Center
211 North Main Street
Manteno, Illinois

MANTENO VILLAGE BOARD
REGULAR MEETING AGENDA

MONDAY, MAY 1, 2017 – 7:00 P.M.

Village Board Room
Leo T. Hassett Community Center
211 North Main St.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. READING OF AGENDA – ADDITIONS – DELETIONS

5. READING OF MINUTES – CHANGES, CORRECTIONS, APPROVAL:

- ❖ Committee of the Whole: April 17, 2017
- ❖ Regular Meeting Minutes: April 17, 2017

6. MOTION TO ADJOURN SINE-DIE

SWEARING IN/OATH OF OFFICE FOR THE NEWLY ELECTED VILLAGE TRUSTEES:

- **Timothy O. Nugent - Village President**
- **Alisa Blanchette - Village Clerk**
- **Timothy Boyce - Village Trustee**
- **Diane Dole - Village Trustee**
- **Samuel Martin - Village Trustee**

Swearing In of Employee/Appointments:

Chris LaRocque – Village Administrator
Ryan Marion – Building Official

7. PUBLIC PARTICIPATION:

Persons to be heard from the floor – Citizen's Registration/Comments

******Presiding Officer will recognize those who have signed in******

8. REPORTS OF VILLAGE OFFICIALS:

All reports will be ORAL

A) **VILLAGE PRESIDENT'S REPORT:**

- 1) Presentations
 - TIF Surplus Checks Distribution
- 2) Appointments
 - Committee Appointments – FY 17-18
- 3) New Business Agenda Items
- 4) Requests
- 5) Announcements
- 6) Proclamations
 - Public Servant Recognition Week – May 7- 13, 2017
- 7) Discussion

B) **VILLAGE ADMINISTRATOR'S REPORT:**

- 1) Presentations
- 2) Upcoming Events
- 3) Updates
- 4) Discussion Items

C) **COMMITTEE REPORTS:**

1) **Public Works & Utilities (Trustee Boyce)**

- a) Old Business on Agenda: None
- b) New Business on Agenda:
 - Consideration Re: A motion to authorize the Village Administrator to advertise for bids on the south portion of the Swale/Trail Project (Heritage Park to Wrights Park)
- c) Public Works Committee Meeting Report:
- d) NEXT Public Works Committee Meeting:
 - Tues. - 5/23/17, 7:00 am, Village Hall Conference Room

2) **Properties and Recreation (Trustee Martin)**

- a) Old Business on Agenda: None
- b) New Business on Agenda:
- c) Properties & Recreation Committee Meeting Report:
- d) NEXT Properties & Recreation Committee Meeting:
- e) Parks & Recreation Commission Report:
- f) NEXT Parks & Recreation Commission Meeting:
 - Wed. - 5/17/17, 7:00 pm, Village Board Room

3) **Public Safety & Health (Trustee Dole)**

- a) Old Business on Agenda: None
- b) New Business on Agenda:
 - Consideration Re: A motion to waive competitive bidding requirements and to authorize the purchase of a 2017 Ford Interceptor Utility Explorer from Manteno Automart, Inc., for a cost not to exceed \$30,091.00.
 - Ordinance 17-02 – An Ordinance amending Title 4, Police Regulations, Chapter 4, Animals and Fowl, Section 4-4-4, Animal Commissioner's Duties, of the Village of Manteno Municipal Code.
- c) Public Safety & Health Committee Meeting Report:
- d) NEXT Public Safety & Health Committee Meeting:
 - Wed. - 5/24/17, 7:00 am, Village Hall Conference Room

4) **Planning & Zoning (Trustee Crockett)**

- a) Old Business on Agenda:
- b) New Business on Agenda:
- d) NEXT Planning & Zoning Committee Meeting:
 - Thurs. - 5/18/17, 7:00 am, Village Hall Conference Room
- e) Plan Commission Report:
- f) NEXT Plan Commission Meeting:
 - Tues. - 5/9/17, 6:00 pm, Village Board Room

- 5) **Finance (Trustee Gesky)**
 - a) Old Business on Agenda: None
 - b) New Business on Agenda:
 - Ordinance 17-01 - An Ordinance authorizing the Execution of a Second Extension and Amendment to the Business Development Agreement between the Village of Manteno and world Fuel Services, Inc., related to Sales Taxes generated at 15 North Main Street, Manteno, Illinois.
 - Consideration Re: A motion to award the contract for the Second Street Improvement Project to Tenco Excavating, Inc., Bourbonnais, IL for the contract amount of \$1,841,640.15
 - Payment of Bills: (\$2,174.28 includes TIF \$0)
 - c) Finance Committee Meeting Report:
 - d) NEXT Finance Committee Meeting:
 - Thurs. – 5/11/17, 7:00 am, Village Hall Conference Room
- 6) **General Government (Trustee Phillips)**
 - a) Old Business on Agenda: None
 - b) New Business on Agenda:
 - c) General Government Committee Meeting Report:
 - d) NEXT General Government Committee Meeting:

8. CONSENT AGENDA – CONSIDERATION OF AN “OMNIBUS VOTE” (*):

- ❖ **CONSIDERATION RE:** MOTION to take a single roll call vote on the question of passage of agenda items as designated by an asterisk (*) for voting purposes on the consent agenda. The MOTION requires unanimous consent of the Village President and Board of Trustees.
- ❖ The Chair will identify those items to be **included** on the Consent Agenda – “Omnibus Vote” List. It is at this point that any Trustee or the President may **request** that any item be **deleted**.
- ❖ **CONSIDERATION RE:** MOTION to approve by omnibus vote those ordinances, resolutions, motions and orders contained on the Consent Agenda as identified by the Village President and Board of Trustees.
 - A) **OLD BUSINESS:**

None
 - B) **NEW BUSINESS:**
 - * **1) ORDINANCE 17-01**
An Ordinance authorizing the Execution of a Second Extension and Amendment to the Business Development Agreement between the Village of Manteno and world Fuel Services, Inc., related to Sales Taxes generated at 15 North Main Street, Manteno, Illinois.
 - * **2) CONSIDERATION RE:**
A motion to authorize the Village Administrator to advertise for bids on the south portion of the Swale/Trail Project (Heritage Park to Wrights Park)

- * **3) ORDINANCE 17-02**
An Ordinance amending Title 4, Police Regulations, Chapter 4, Animals and Fowl, Section 4-4-4, Animal Commissioner's Duties, of the Village of Manteno Municipal Code.

- C) **AWARDING OF BIDS/CONTRACTS AND AUTHORIZATION TO PURCHASE:**
 - * **1) CONSIDERATION RE:**
A motion to waive competitive bidding requirements and to authorize the purchase of a 2017 Ford Interceptor Utility Explorer from Manteno Automart, Inc., for a cost not to exceed \$30,091.00.

 - * **2) CONSIDERATION RE:**
A motion to award the contract for the Second Street Improvement Project to Tenco Excavating, Inc., Bourbonnais, IL for the contract amount of \$1,841,640.15.

- D) **FINANCIAL REPORTS:**
 - * **1) CONSIDERATION RE:**
MOTION to approve PAYMENT OF BILLS in the amount of **\$2,174.28** (Including: TIF \$0)

9. COMMENTS

Comments and additional information of general interest to Village residents.

10. ADJOURNMENT

MEETING SCHEDULE

<p>BOARD & COMMISSION MEETINGS VILLAGE BOARD ROOM Village Board:1st & 3rd Mon, 7:00 pm Plan Commission:2nd Tues 6:00 pm Parks & Rec Commission:3rd Wed, 7:00 pm Mar, Apr, May, Jun, Jul, Sept.</p>
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<p>COMMITTEE of the WHOLE MEETINGS VILLAGE HALL CONFERENCE ROOM As Public Works:4th Tues, 7:00 am As Gen. Govern:As needed As Public Safety:4th Wed, 7:00 am As Planning & Zoning:3rd Thurs., 7:00 am As Finance: (Conf. Room).....2nd Thurs, 7:00 am As Properties & Rec:As needed</p>

MANAGER'S MEMO

17-01

DATE: MAY 1, 2017
TO: PRESIDENT & BOARD OF TRUSTEES
FROM: CHRIS LAROCQUE, VILLAGE ADMINISTRATOR
RE: AGENDA ITEMS - MAY 1, 2017

MANTENO VILLAGE BOARD REGULAR MEETING AGENDA

MONDAY, MAY 1, 2017 - 7:00 P.M.

B) NEW BUSINESS:

*** 1) ORDINANCE 17-01 (Trustee Gesky)**

An Ordinance authorizing the Execution of a Second Extension and Amendment to the business Development Agreement between the Village of Manteno and world Fuel Services, Inc., related to Sales Taxes generated at 15 North Main Street, Manteno, Illinois.

The village is entering into a new sales tax sharing agreement for three years. The village previously entered into an agreement that proved to be beneficial to both the village and World Fuels. This new agreement extension will continue that mutual benefit for three additional years.

*** 2) CONSIDERATION RE: (Trustee Boyce)**

A motion to authorize the Village Administrator to advertise for bids on the south portion of the Swale/Trail Project (Heritage Park to Wrights Park)

This is the next step in the progression for this project which has been discussed at numerous committee meetings. The project will resolve some drainage issues in the swale and provide a segment of the village path project connecting Wright's Park and Heritage Park.

* **3) ORDINANCE 17-02 (Trustee Dole)**

An Ordinance amending Title 4, Police Regulations, Chapter 4, Animals and Fowl, Section 4-4-4, Animal Commissioner's Duties, of the Village of Manteno Municipal Code.

This is an update to the existing ordinance to clarify the duties of the animal control officer.

C) **AWARDING OF BIDS/CONTRACTS AND AUTHORIZATION TO PURCHASE:**

* **1) CONSIDERATION RE: (Trustee Dole)**

A motion to waive competitive bidding requirements and to authorize the purchase of a 2017 Ford Interceptor Utility Explorer from Manteno Automart, Inc., for a cost not to exceed \$30,091.00.

This was a budgeted purchase to maintain the police fleet.

* **2) CONSIDERATION RE: (Trustee Gesky)**

A motion to award the contract for the Second Street Improvement Project to Tenco Excavating, Inc., Bourbonnais, IL for the contract amount of \$1,841,640.15.

This will award the contract for the Second Street Project to Tenco Construction, who was the lowest qualified bidder for the project. The village received three qualified bids from Tenco, R&R Construction and KVCC. See the bid tab for the actual numbers.

**Village of Manteno
Committee of the Whole
Public Hearing
April 17, 2017
6:30 p.m.**

DRAFT

Roll Call

Present:

President Timothy O. Nugent

Trustee Diane Dole

Trustee Wendell Phillips

Trustee Joel Gesky

Trustee Samuel Martin

Absent:

Trustee Todd Crockett

Trustee Timothy Boyce

Also present:

Bernie Thompson: Chief of Police/Village Administrator (Acting)

Jim Hanley: Superintendent of Public Works

Janice Schulteis: Resource/Personnel Manager

Joe Cainkar: Village Attorney

Chris LaRocque: Director of Building and Zoning

Ryan Marion : Public Works

Press Present:

Trustee Crockett in at 6:40.

Mayor Nugent opened the Public Hearing on the budget. Janice Schulteis went over a powerpoint for the FY 2017-2018 Budget. The IML does calculations for municipalities to help with budget projections. The staff as a team analyzes trends and tries to create a 3 and 5 year plans with replacement schedules. All year the department heads monitor and keep track of budget. The budget is very conservative on revenue estimates so as not to spend more in case the Village doesn't get as much revenue as expected. The General Fund has between 2-6 months of operating expenses and the sewer fund has a target of about 2-3 months of operating expenses. The current budget is balanced but very tight with Revenue at 5,549,425 and expenses at 5,546,585. There were no questions from the public. This budget will be on the agenda tonight along with a budget amendment to move line items in order to keep the FY 2016-2017 budget balanced.

Motion by Martin, seconded by Dole to adjourn the meeting at 6:40. Motion approved 5-0. Trustee Boyce was absent.

Minutes respectfully submitted by Alisa Blanchette, Village Clerk.

DRAFT

**Village of Manteno
Board Meeting
April 17, 2017
7:00 p.m.**

Roll Call

Present:

President Timothy O. Nugent
Trustee Diane Dole
Trustee Samuel Martin
Trustee Joel Gesky
Trustee Todd Crockett
Trustee Wendell Phillips

Absent:

Trustee Timothy Boyce

Also present:

Bernie Thompson: Chief of Police/Village Administrator (Acting)
Joe Cainkar: Village Attorney
Jim Hanley: Superintendent of Public Works
Chris LaRocque: Director of Building and Zoning
Geoff Aggen: Village Engineer
Janice Schulteis: Resource/Personnel Manager
Alan Swinford: Public Safety Director
Ryan Marion: Public Works

Press Present:

Andrew Kriz: Herald Country Market

The meeting was called to order by the President, and upon the roll call being called, President Timothy O. Nugent, led those present in the Pledge of Allegiance.

Motion by Dole, seconded by Phillips to waive the reading of the minutes and approve the Regular Meeting and Committee of the Whole minutes from April 3, 2017. Motion approved. Trustees Dole, Martin, Gesky, and Phillips voted aye. Trustee Crockett abstained. Trustee Boyce was absent.

Public Participation:

None

Reports of Village Officials:

Village President's Report: Tim Nugent

- Motion by Gesky, seconded by Phillips to approve the Mayor's appointment of Sheila Martin as the new Village Treasurer. Motion approved 5-0. Trustee Boyce was absent. Clerk Blanchette the Oath of Office and swore in Sheila Martin as Treasurer.
- Consideration re: A motion to approve the Liquor Amusement and Video Gaming Amusement License for RY 17-18 as submitted by the Village Clerk. (B-#1)

- Resolution 16-33, Approving an agreement with NIMEC to procure lower electric rates for resident. This is for the municipal aggregation and authorize the Mayor to sign bids with out further board action as they are often only good for 48 hours. (B-#7)
- Motion by Dole, seconded by Martin to approve the Manteno High School football discount card fundraiser. 5 ayes 0 nays. Trustee Boyce was absent.
- Mayor Nugent read a proclamation declaring May 12, 2017 as Fibromyalgia Day.
- Reminder that golf carts have to follow the rules of the road and the police will be monitoring. Golf cart registration letters going out soon.

Village Administrator's Report: (Acting) Bernie Thompson

- None

Committee Reports:

Public Works and Utilities- Boyce

- The next public works meeting will be April 25 at 7 am.
- Resolution 16-31, A Resolution for Maintenance of Streets and Highways by Municipality under the Illinois Highway Code. (B-#5)

Parks and Recreation- Martin

- The next Parks and Recreation Meeting will be April 19. Meet at 6:30 at Thies Park.

Public Safety and Health- Dole

- The next Public Safety meeting will be April 26, 2017.
- Remember to register your golf carts.

Planning and Zoning- Crockett

- Consideration re: A motion to deny the variance request from Carolyn Osborne, 240 S Hickory St, as recommended by the Plan Commission, following a public hearing on April 11, 2017. (B-#8)
- Consideration re: A motion to deny the appeal by Patrick Wilder of the Zoning Director's decision regarding use of vacant property at 120-124 N Locust , as recommended by the Plan Commission, following a public hearing on April 11, 2017. (B-#9)
- The next Planning and Zoning Committee meeting is April 20 at 7 am.
- The next Planning and Zoning Commission meeting is May 9 at 6pm.

Finance-Gesky

- Payment of the bills in the amount of \$1140,231.04(Including TIF #1 Bills of \$12,863.79) (D-#1)
- Ordinance 16-40, To reallocate amounts within Funds between departments and utilize additional amounts from Fund Balance for RY 2016-2017 Budget. (B-#2)
- Ordinance 16-42, Approving a Budget for the Village of Manteno for the Fiscal Year beginning May 1 2017 through April 30, 2018. (B-#3)
- Resolution 16-30, Approving the Declaration and Disbursement of Surplus Monies in tax Increment Financing (TIF) Area #1. (B-#4)
- Resolution 16-31, Relating to participation by Elected Officials in the Illinois Municipal Retirement Fund (IMRF). (B-#6)
- The next Finance meeting will be changed from May 11 to May 10.

General Government-Phillips

DRAFT

- None

Mayor Nugent read the items to be included on the Consent Agenda:

Old Business: (A)

None

New Business: (B)

1. Consideration re: A motion to approve the Liquor, Amusement and Video Gaming Amusement Licenses for FY 17-18 as submitted by the Village Clerk.
2. Ordinance 16-40, An Ordinance to reallocate amounts within Funds between departments and utilize additional amounts from Fund Balance for RY 16-17 Budget.
3. Ordinance 16-41, An Ordinance approving a Budget for the Village of Manteno fro the Fiscal Year beginning May 1, 2017 through April 30, 2018.
4. Resolution 16-30, A Resolution approving the Declaration and Disbursement of Surplus Monies in Tax Increment Financing (TIF) Area #1.
5. Resolution 16-31, A Resolution for Maintenance of Streets and Highways by Municipality under the Illinois Highway Code.
6. Resolution 16-32, A Resolution relating to participation by Elected Officials in the Illinois Municipal Retirement Fund (IMRF).
7. Resolution 16-33, A Resolution approving an Agreement with Northern Illinois Municipal Electric Collaborative, Inc. (NIMEC).
8. Consideration re: A motion to deny the variance request from Carolyn Osborne 240 S Hickory Street, as recommended by the Plan Commission in a letter from Chairman Francis Smith, following a public hearing on April 11, 2017.
9. Consideration re: A motion to deny the appeal by Patrick Wilder of the Zoning Directors decision regarding the use of the vacant property located at 120-124 North Locust Street as a parking lot, as recommended by the Plan Commission in recommendation 16-13, following a public hearing on April 11, 2017.

Awarding of Bids and Authorization to Purchase: (C)

1. None

Financial Reports: (D)

1. Consideration re: Motion to approve payment of the bills in the amount of \$140,231.04(Including TIF #1 Bills of \$12,863.79)

Motion by Crockett seconded by Dole to approve a single roll call vote on the question of passage of agenda items. Motion approved 5-0. Trustee Boyce was absent.

Motion by Crockett, seconded by Martin to approve by an omnibus vote those ordinances, resolutions, motions and orders contained on the consent agenda. Motion approved 5-0. Trustee Boyce was absent.

Comments:

Trustee Boyce: Absent

Trustee Martin: Welcome Sheila Martin

Trustee Dole: Welcome Sheila- Senior Safety Meeting tomorrow from 9-11 on Storm Safety

Trustee Crockett: Welcome Sheila- April 11 is Community Clean Up Day

Trustee Gesky: Welcome Sheila

Trustee Phillips: Welcome Sheila

Mayor Nugent: Welcome Sheila

Motion by Dole, seconded by Gesky to adjourn the meeting at 7:29 pm. Motion approved 5-0. Trustee Boyce was absent.

Minutes respectfully submitted by Alisa Blanchette, Village Clerk.



PUBLIC SERVICE RECOGNITION WEEK

In honor of the millions of public employees at the federal, state, county, and village levels:

Whereas: Americans are served every single day by public servants at the federal, state, county and village levels. These unsung heroes do the work that keeps our nation working; and

Whereas: Public employees take not only jobs, but oaths; and

Whereas: Many public servants, including military personnel, police officers, firefighters, border patrol officers, embassy employees, health care professionals and others, risk their lives each day in service to the people of the United States and around the world; and

Whereas: Public servants include teachers, doctors and scientists . . . train conductors and astronauts . . . nurses and safety inspectors . . . laborers, computer technicians and social workers and countless other occupations. Day in and day out they provide the diverse services demanded by the American people of their government with efficiency and integrity; and

Whereas: Without these public servants at every level, continuity would be impossible in a democracy that regularly changes its leaders and elected officials.

Now, Therefore, I, Timothy O. Nugent, Village President of the Village of Manteno, do hereby announce and proclaim to all citizens and set seal hereto, that the week of May 7-13, 2017 is Public Service Recognition Week. All citizens are encouraged to recognize the accomplishments and contributions of government employees at all levels — federal, state, county and village.

Timothy O. Nugent, Village President

ORDINANCE NO. 17-01

AN ORDINANCE AUTHORIZING THE EXECUTION OF A SECOND EXTENSION AND AMENDMENT TO THE BUSINESS DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF MANTENO AND WORLD FUEL SERVICES, INC., RELATED TO SALES TAXES GENERATED AT 15 NORTH MAIN STREET, MANTENO, ILLINOIS

WHEREAS, on May 17, 2010, the Village of Manteno ("Village") and World Fuel Services, Inc. ("World Fuel"), entered into a business development agreement ("Original Agreement") related to sales taxes generated at 15 North Main Street, Manteno, Illinois, which was approved by Ordinance No. 10-05 on that same day;

WHEREAS, on June 3, 2013, the Village and World Fuel entered into a First Extension and Amendment (the "First Amendment," together with the Original Agreement, the "Agreement") to the Original Agreement, which was approved by Ordinance No. 13-09 on that same day;

WHEREAS, the Village and World Fuel have examined the benefits realized from implementation of the Agreement, and have determined that it is in their best interest to extend the term thereof under the terms and conditions of a Second Extension and Amendment to the Agreement ("Second Extension and Amendment");

WHEREAS, the Village hereby affirms and incorporates the findings set forth in Ordinance No. 10-05, a copy of which is attached hereto as Exhibit "A"; and,

WHEREAS, the Village finds that this Second Extension and Amendment will not violate the provisions of 65 ILCS 5/8-11-21.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Manteno, as follows:

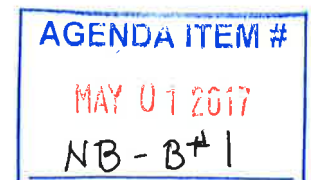
Section 1

The recitals set forth above are incorporated herein by reference the same as if they were set forth herein verbatim and they are adopted as the findings of the corporate authorities of the Village of Manteno.

Section 2

The Second Extension and Amendment to the Agreement between the Village and World Fuel, which shall be in substantially the form attached hereto and made a part of this ordinance by reference, is hereby approved.

Section 3



The President and Village Clerk are hereby authorized and directed to execute the Second Extension and Amendment herein provided for, and to do all things necessary and essential, including the execution of any further agreements, instruments, documents and certificates incidental thereto or necessary to carry out the provisions and effectuate the purpose thereof.

Section 4

All ordinances or parts of ordinances and agreements in conflict herewith are hereby repealed.

Section 5

This ordinance shall be immediately in full force and effect after its passage and approval as provided by law.

PASSED by the President and Board of Trustees of the Village of Manteno, Illinois and deposited in the office of the Village Clerk this 1st day of May, 2017.

DEPOSITED with the Village Clerk
this 1st day of May, 2017.

ALISA BLANCHETTE, Village Clerk

APPROVED by me this 1st
day of May, 2017.

TIMOTHY O. NUGENT, Village President

ORDINANCE NO. 10- 05

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ECONOMIC INCENTIVE AGREEMENT BETWEEN THE VILLAGE OF MANTENO AND WORLD FUEL SERVICES, INC. TO REBATE OCCUPATION TAXES

WHEREAS, World Fuel Services, Inc. ("World Fuel") proposed to locate and establish a new facility for its operations at 15 North Main Street, Manteno, Illinois ("subject property") for the purpose of providing fuel sales (the "Project");

WHEREAS, the Village is authorized under the provisions of 65 ILCS 5/8-11-20 to provide economic incentives, including sharing a portion of the retailers' occupation taxes (sales tax) generated by the development of new businesses;

WHEREAS, the corporate authorities of the Village find that the building situated on the subject property has remained vacant for more than one year and, therefore, has remained less than significantly unoccupied or underutilized for a period of at least one year;

WHEREAS, the corporate authorities of the Village find that the project is expected to create or retain job opportunities in the Village both to contractors who may improve the site and to individuals who may be employed by the new business;

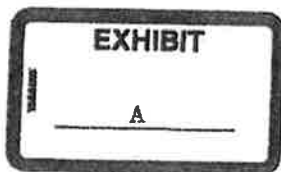
WHEREAS, the corporate authorities of the Village find that the Project will serve to further the development of adjacent areas by creating a stronger and more diversified commercial base to the downtown area;

WHEREAS, the corporate authorities of the Village find that absent the agreement World Fuel would be unwilling to undertake the Project due to financial infeasibility;

WHEREAS, the corporate authorities of the Village find that World Fuel meets a high standard of creditworthiness and financial strength as evidenced by its 10K showing over \$300 million in cash and other liquid assets far exceeding the required equity financing of not less than 10% of the total Project's costs;

WHEREAS, the corporate authorities of the Village find that the Project will strengthen the commercial sector by eliminating vacancies and by establishing a new business of which kind is currently nonexistent in the Village;

WHEREAS, the corporate authorities of the Village find that the Project will enhance the tax base of the Village through the establishment of a new commercial business at a location that has remained vacant for over one year;



WHEREAS, the corporate authorities of the Village find that an economic incentive agreement with World Fuel is in the best interest of the Village;

WHEREAS, the Village finds that this agreement will not violate the provisions of 65 ILCS 5/8-11-21.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Manteno, as follows:

Section 1

The recitals set forth above are incorporated herein by reference the same as if they were set forth herein verbatim and they are adopted as the findings of the corporate authorities of the Village of Manteno.

Section 2

The Economic Incentive Agreement between the Village of Manteno and World Fuel Services, Inc., which shall be in substantially the form attached hereto and made a part of this ordinance by reference as Exhibit "A," is hereby approved.

Section 3

The President and Village Clerk are hereby authorized and directed to execute the Economic Incentive Agreement herein provided for, and to do all things necessary and essential, including the execution of any further agreements, instruments, documents and certificates incidental thereto or necessary to carry out the provisions and effectuate the purpose thereof.

Section 4

All ordinances or parts of ordinances and agreements in conflict herewith are hereby repealed.

Section 5

This ordinance shall be immediately in full force and effect after its passage and approval as provided by law.

PASSED by the President and Board of Trustees of the Village of Manteno, Illinois and deposited in the office of the Village Clerk this 17th day of May, 2010.

DEPOSITED with the Village Clerk
this 17th day of May, 2010.



ALISA BLANCHETTE, Village Clerk

APPROVED by me this 17th
day of May, 2010.



TIMOTHY O. NUGENT, Village President

SECOND EXTENSION AND AMENDMENT TO THE BUSINESS DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF MANTENO AND WORLD FUEL SERVICES, INC., RELATED TO SALES TAXES GENERATED FROM ITS LOCATION AT 15 NORTH MAIN STREET, MANTENO, ILLINOIS

This Second Extension and Amendment ("Second Extension and Amendment") to the Business Development Agreement Between the Village of Manteno, an Illinois municipal corporation, and World Fuel Services, Inc., a Texas corporation, Related to Sales Taxes Generated from its Location at 15 North Main Street, Manteno, Illinois, as extended and amended, is made and entered into by and between the Village and World Fuel this 1st day of May, 2017.

It is agreed by and between the parties as follows:

Section 1. The Business Development Agreement Between the Village of Manteno ("Village"), an Illinois municipal corporation, and World Fuel Services, Inc. ("World Fuel"), a Texas corporation, Related to Sales Taxes Generated from its Location at 15 North Main Street, Manteno, Illinois, dated May 17, 2010 ("Original Agreement"), as extended and amended through that First Extension and Amendment, dated June 3, 2013 (the "First Amendment," together with the Original Agreement, the "Agreement"), attached hereto as Group Exhibit "A," and incorporated herein by reference, is hereby extended under the same terms and conditions, subject to Section 2 and 3 of this Second Extension and Amendment, through April 30, 2020 ("Extended Term").

Section 2. During the Extended Term, the following terms and conditions shall replace Paragraph 4 of the Agreement, and govern the parties' relationship through April 20, 2020:

4. Sales Tax Rebate Provision: In consideration of World Fuel undertaking and continuing the Project in the Village, the Village agrees to annually rebate to World Fuel certain monies as follows:

A. *Annual Periods:* For each calendar year, or partial year, as the case may be, commencing upon May 1, 2017, the Village shall rebate to World Fuel a percentage of Sales Taxes generated under the following schedule:

\$10,000,000 and Less	=	50%
\$10,000,001 - \$20,000,000	=	75%
\$20,000,001 and Greater	=	90%

"Sales Tax" means the Village's portion of the Retailer's Occupation Tax and the Retailer's Service Occupation Tax that is collected by World Fuel as a result of business transactions occurring at the subject property, and which is received by the Village through the Illinois Department of Revenue.

If the Village no longer receives Sales Tax from World Fuel due to a law change by the State of Illinois, then the Village shall make payments to World Fuel from any alternate sources of

SECOND EXTENSION AND AMENDMENT TO THE BUSINESS DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF MANTENO AND WORLD FUEL SERVICES, INC., RELATED TO SALES TAXES GENERATED FROM ITS LOCATION AT 15 NORTH MAIN STREET, MANTENO, ILLINOIS

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It is agreed by and between the parties as follows:

Section 1. The Business Development Agreement Between the Village of Manteno (“Village”), an Illinois municipal corporation, and World Fuel Services, Inc. (“World Fuel”), a Texas corporation, Related to Sales Taxes Generated from its Location at 15 North Main Street, Manteno, Illinois, dated May 17, 2010 (“Original Agreement”), as extended and amended through that First Extension and Amendment, dated June 3, 2013 (the “First Amendment,” together with the Original Agreement, the “Agreement”), attached hereto as Group Exhibit "A," and incorporated herein by reference, is hereby extended under the same terms and conditions, subject to Section 2 and 3 of this Second Extension and Amendment, through April 30, 2020 (“Extended Term”).

Section 2. During the Extended Term, the following terms and conditions shall replace Paragraph 4 of the Agreement, and govern the parties' relationship through April 20, 2020:

4. Sales Tax Rebate Provision: In consideration of World Fuel undertaking and continuing the Project in the Village, the Village agrees to annually rebate to World Fuel certain monies as follows:

A. *Annual Periods:* For each calendar year, or partial year, as the case may be, commencing upon May 1, 2017, the Village shall rebate to World Fuel a percentage of Sales Taxes generated under the following schedule:

\$10,000,000 and Less	=	50%
\$10,000,001 - \$20,000,000	=	75%
\$20,000,001 and Greater	=	90%

“Sales Tax” means the Village’s portion of the Retailer's Occupation Tax and the Retailer's Service Occupation Tax that is collected by World Fuel as a result of business transactions occurring at the subject property, and which is received by the Village through the Illinois Department of Revenue.

If the Village no longer receives Sales Tax from World Fuel due to a law change by the State of Illinois, then the Village shall make payments to World Fuel from any alternate sources of

revenue provided to the Village by the State of Illinois specifically as a replacement or substitute for Sales Tax presently received by the Village (the "Alternate Source Revenue") and, in that event, payment to World Fuel shall be calculated as if the Village were continuing to receive the Sales Tax at a rate equal to the sales tax rate applicable to the Village's share of the State of Illinois sales tax immediately prior to the elimination of World Fuel gross sales that would have been subject to State of Illinois Sales Tax. The Alternate Source Revenue shall be subject to a proportionate reduction in the event that it does not constitute, or is not intended to constitute, a 100%, dollar for dollar, replacement of the Sales Tax previously received by the Village. Notwithstanding the foregoing, the payment to World Fuel from Alternate Source Revenue is contingent upon the ability of the Village to obtain, and confirm as accurate, gross sales by World Fuel that would have been subject to State of Illinois Sales Tax in the same form that such information would have been furnished to the Illinois Department of Revenue. In the event that said gross sales figures cannot be obtained or confirmed as accurate by the Village, the Village shall have no obligation to tender any payments hereunder to World Fuel.

B. *Duration:* The obligation of the Village to reimburse World Fuel from its collected Sales Tax under this Second Extension and Amendment shall continue until the Village has reimbursed World Fuel for its collected Sales Tax for three (3) consecutive Annual Periods, with the Annual Periods shall commence on May 1, 2017 and end on April 30, 2020. Notwithstanding anything else in this Agreement, World is under no obligation to continue business operations in the Village for any specific length of time, and there is nothing contained herein that shall prevent World from engaging in business similar to the business of the Project in other counties and/or municipalities within the State of Illinois.

Section 3. During the Extended Term, the following terms and conditions shall replace Paragraph 10 of the Agreement, and govern the parties' relationship through April 30, 2020:

10. *Governing Law, Waiver and Notices:* This Agreement shall be governed by the laws of the State of Illinois, and the sole and exclusive venue for any disputes arising out of this Agreement shall be the Circuit Court of Kankakee County, Illinois. A waiver of any part of this Agreement shall be in writing and shall be limited to that specific event and shall not be a waiver of the entire Agreement. Any notices required in regard to this Agreement shall be in writing and sent by certified mail, return receipt requested, by courier, or by delivering the same in person or to an officer of such party.

Notice to the Village shall be sent to:

Village President Timothy O. Nugent
Village of Manteno
98 East Third Street
Manteno, IL 60950

Notice to World shall be sent to:

John Mulvenna
World Fuel Services, Inc.
3340 S. Harlem Avenue
Riverside, Illinois 60546

With additional Notice to:

Mitchell Grodman
World Fuel Services, Inc.
9800 NW 41st Street, Suite 400
Miami, FL 33178

or to such other address as a party may designate for itself by notice given from time to time to the other parties in the manner provided herein.

Section 4. The provisions of this Second Extension and Amendment shall be read and interpreted in conjunction with the provisions of the Agreement which, unless specifically amended by this Second Extension and Amendment, shall remain in full force and effect during the extended term. Any and all terms, conditions, restrictions, covenants, obligations, rights, privileges and authority applicable to, in effect, or governing the relationship of Village and World Fuel under the Agreement, not amended by this Second Extension and Amendment, shall apply, be in effect for, and govern the relationship of the Village and World Fuel. The Agreement and the Second Extension and Amendment, including exhibits, and those documents expressly referred to in those agreements, embody the complete agreement and understanding of the parties with respect to the subject matter hereof, and supersede and preempt any prior understandings, agreements or representations by either party, written or oral, pertaining to such subject matter.

Section 5. The officer of World Fuel, who has executed this Second Extension and Amendment, warrants that he has legal authorization to do so. The Village President and Village Clerk of the Village hereby warrant that they have been lawfully authorized to execute this Agreement. World Fuel and the Village shall deliver, upon request, to each other at the respective time such entities cause their authorized agents to affix their signatures hereto, copies of all articles of organization, operating agreement, by-laws, resolutions, ordinances or other documents required to legally evidence the authority to so execute this Second Extension and Amendment on behalf of the respective parties.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Second Extension and Amendment as of the date first written above.

VILLAGE OF MANTENO

WORLD FUEL SERVICES, INC.

Timothy O. Nugent, Village President

Alisa Blanchette, Village Clerk

**BUSINESS DEVELOPMENT AGREEMENT BETWEEN THE
VILLAGE OF MANTENO AND WORLD FUEL SERVICES,
INC. RELATED TO SALES TAXES GENERATED FROM ITS
LOCATION AT 15 NORTH MAIN STREET, MANTENO,
ILLINOIS**

This Business Development Agreement (the "Agreement") is made and entered into this 17th day of May, 2010, by and between the VILLAGE OF MANTENO, Kankakee County, Illinois, an Illinois municipal corporation (the "Village") and WORLD FUEL SERVICES, INC., corporation Texas corporation, ("World") as follows:

PREAMBLE

WHEREAS, World has proposed to locate and establish a new facility for its operations at 15 North Main Street, Manteno, Illinois ("subject property") for the purpose of establishing an office from which to engage in the sale of fuel and fuel related products (the "Project");

WHEREAS, the Project will expand business opportunities and provide economic development in the Village;

WHEREAS, the Village is authorized under the provisions of 65 ILCS 5/8-11-20 to provide economic incentives, including sharing a portion of the retailers' occupation taxes (sales tax) generated by the development of new businesses;

WHEREAS, the Village President and Board of Trustees have determined that it is essential to the economic and social welfare of the Village that economic vitality be promoted by assuring opportunities for development and sound and stable commercial growth within the Village;

WHEREAS, the Village has determined that the subject property has remained less than significantly occupied and utilized for at least one year prior to the date of this Agreement, that the Project is expected to create or retain job opportunities within the Village, that the Project would not be possible without this Agreement, that World meets high standards of creditworthiness and financial strength, that the Project will enhance the tax base of the Village, and that this Agreement is in the best interest of the Village;



WHEREAS, the Village finds that this agreement will not violate the provisions of 65 ILCS 5/8-11-21;

WHEREAS, the Village finds the powers exercised hereunder to be in furtherance of a public use and essential to the public interest; and

WHEREAS, in order to make it economically feasible for World to undertake the Project, the Village has agreed to reimburse World for a portion of the development and operating costs relative to the Project through the use of a rebate of a portion of the Sales Tax generated by World within the Village.

WITNESSETH

NOW, THEREFORE, in consideration of the foregoing and the covenants hereinafter set forth, it is mutually agreed as follows:

1. Recitals: That the recitals set forth in the Preamble are incorporated herein by reference, as if fully set forth.

2. Legislative Authority: The Village represents that the approval and execution of this Agreement is within its scope of authority under the provisions of 65 ILCS 5/8-11-20 and that it is duly authorized and empowered to enter into and carry out the terms of this Agreement.

3. Commencement of Business: Unless unforeseen events occur, World agrees to promptly commence and undertake the Project such that business operations will commence at the subject property as soon as practical.

4. Sales Tax Rebate Provision: In consideration of World undertaking the Project in the Village, the Village agrees to annually rebate to the Developer certain monies as follows:

A. *Annual Periods:* For each calendar year, or partial year, as the case may be, commencing the date upon which this Agreement is fully executed by all parties hereto, the Village shall rebate to World 50% of all Sales Tax generated. "Sales Tax" means the Village's portion of the Retailer's Occupation Tax and the Retailer's Service Occupation Tax that is collected by World as a result of business transactions occurring at the subject property, or such other property located within the Village at which World may complete business transactions while awaiting occupancy in the

subject property, and which is received by the Village through the Illinois Department of Revenue.

If the Village no longer receives Sales Tax from World due to a law change by the State of Illinois, then the Village shall make payments to World from any alternate sources of revenue provided to the Village by the State of Illinois specifically as a replacement or substitute for Sales Tax presently received by the Village (the "Alternate Source Revenue") and, in that event, the payment to World shall be calculated as if the Village were continuing to receive the Sales Tax at a rate equal to the sales tax rate applicable to the Village's share of the State of Illinois sales tax immediately prior to the elimination of World's gross sales that would have been subject to State of Illinois Sales Tax. The Alternate Source Revenues shall be subject to a proportionate reduction in the event that the Alternate Source Revenues do not constitute, or are not intended to constitute, a 100%, dollar for dollar, replacement of the Sales Tax previously received by the Village. Notwithstanding the foregoing, the payment to World from Alternate Source Revenues is contingent upon the ability of the Village to obtain, and confirm as accurate, gross sales by World that would have been subject to State of Illinois Sales Tax in the same form that such information would have been furnished to the Illinois Department of Revenue. In the event that said gross sales figures cannot be obtained or confirmed as accurate by the Village, the Village shall have no obligation to tender any payments hereunder to World.

Immediately following the two (2) year anniversary of this Agreement, the parties agree to negotiate in good faith a possible tiered system for the percentage of Sales Tax to be rebated to World. Such negotiations shall take into consideration, among other things, Sales Tax generated during the previous one (1) year period. In the event the parties do not reach an agreement, World shall continue to receive a rebate of 50% of the Sales Tax generated for the duration of the Agreement.

B. *Duration:* The obligation of the Village to reimburse World from its collected Sales Tax shall continue until the Village has reimbursed the Developer for its collected Sales Tax for the three (3) year anniversary of the date upon which this Agreement is fully executed by all parties hereto. Notwithstanding anything else in this Agreement, World is under no obligation to continue business operations in the Village for any specific length of time, and there is nothing contained herein that shall prevent World from engaging in business similar to the business of the Project in other counties and/or municipalities within the State of Illinois.

5. *Sale Tax Reports:* Within 45 days after each Annual Period, World shall provide the Village with a statement from the Illinois Department of Revenue as to the dollar amount of Sales Tax paid to the State of Illinois for the benefit of the Village during the prior Annual Period. Additionally, World shall maintain and have available for inspection by the Village copies of any and all sales tax returns, sales tax reports, amendments, proof of payment or any other Sales Tax information filed with the State of Illinois or other appropriate governmental entity, which documents are being held available for the Village for purposes of identifying Sales Tax collected pursuant to this Agreement. To the extent permitted by law, the Village shall

maintain the confidentiality of the information contained in such reports, but shall be permitted to disclose such information and documents to employees and consultants as the Village, in its sole discretion, deems appropriate in order to monitor compliance and audit this Agreement. World understands and agrees that the provisions of this Agreement shall be a matter of public record, as shall any and all payments to World pursuant to this Agreement. World also agrees to furnish such consents or waivers as may be required by the Illinois Department of Revenue to allow the Village to obtain sales tax information directly from the Illinois Department of Revenue.

6. Reimbursement Mechanism: Not later than 30 days after the receipt of the signed statement from World for the applicable Annual Period has been verified by information supplied by the Illinois Department of Revenue, the Village shall remit in full to World, the Developer's share of the Sales Tax for that particular Annual Period. The Village shall be under no obligation to remit any monies whatsoever until all Sales Tax are received from the Illinois Department of Revenue for the applicable Annual Period, but the Village reserves the right to make such earlier and additional payments in such amounts and at such times as the Village, in its sole discretion, deems appropriate. Any payments determined to be due to World from the Village based upon the Developer's statement or its sales tax returns shall be reduced by the amount of any and all collection fees imposed upon the Village by the State of Illinois or the Illinois Department of Revenue for collection of the Sales Tax, if any.

7. Limitations of Liability: No recourse under or upon any obligation, covenant or agreement of this Agreement or for any claim based thereon or otherwise in respect thereof shall be had against the Village, its officers, agents and employees, in excess of any specific sum agreed by the Village to be paid to World hereunder, subject to the terms and conditions herein, and no liability, right or claim at law or in equity shall attach to or shall be incurred by the Village, its officers, agents and employees in excess of such amounts, and all and any such rights or claims of World against the Village, its officers, agents and employees are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. No recourse under or upon any obligation, covenant or agreement of this Agreement or for any claim based thereon or otherwise in respect thereof shall be had against World, its officers, agents and employees, in excess of their obligations to the Village hereunder, subject to the terms and conditions herein, and no liability, right or claim at law or in equity shall attach to or shall be incurred by World, its officers, agents and employees, in excess of their obligations hereunder.

8. Mutual Assistance: The Village and World agree to do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms hereof.

9. Provisions Concerning Limitation on Debt: The receipt of Sales Tax as provided earlier in this Agreement, shall be a condition precedent to any obligation of the Village to pay monies to World and, as such, no debt from the Village to World shall exist unless the Village has first received, during any Annual Period, Sales Tax for that Annual Period.

10. Governing Law, Waiver and Notices: This Agreement shall be governed by the laws of the State of Illinois, and the sole and exclusive venue for any disputes arising out of this Agreement shall be the Circuit Court of Kankakee County, Illinois. A waiver of any part of this Agreement shall be in writing and shall be limited to that specific event and shall not be a waiver of the entire Agreement. Any notices required in regard to this Agreement shall be in writing and sent by certified mail, return receipt requested, by courier, or by delivering the same in person or to an officer of such party.

Notice to the Village shall be sent to:

Village President Timothy O. Nugent
Village of Manteno
269 North Main Street
Manteno, IL 60950

Notice to World shall be sent to:

Matthew Speiser
World Fuel Services, Inc.
3340 S. Harlem Avenue
Riverside, Illinois 60546

or to such other address as a party may designate for itself by notice given from time to time to the other parties in the manner provided herein.

11. Time is of the Essence: Time is of the essence of this Agreement. The parties shall make every reasonable effort to expedite the subject matters hereof, and they hereby acknowledge that the successful performance of this Agreement requires their continued cooperation.

12. Breach: Upon a breach of this Agreement, either of the parties, by any action or proceeding in equity, may secure the specific performance of the covenants and agreements

H. *Authorization to Execute:* The officer of World, who has executed this Agreement, warrants that they have legal authorization to do so. The Village President and Village Clerk of the Village hereby warrant that they have been lawfully authorized to execute this Agreement. World and the Village shall deliver, upon request, to each other at the respective time such entities cause their authorized agents to affix their signatures hereto, copies of all articles of organization, operating agreement, by-laws, resolutions, ordinances or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective parties.

I. *Defaults:* Failure on the part of World or the Village to comply with any term, representation, warranty, provision or condition of this Agreement after written notice thereof from the other party and failure to cure within 15 business days thereafter shall constitute an event of default. Upon an occurrence of an event of default by World or the Village, the non-defaulting party shall be relieved of any and all of its obligations arising pursuant to this Agreement, and such obligations shall be immediately canceled and without any force or effect, and the non-defaulting party may take whatever action in equity to enforce the performance and observance of any obligation, understanding, covenant or agreement as aforesaid.

J. *Extension:* For good cause shown and upon agreement of the Village President and Board of Trustees, this Agreement may be extended for an additional period of time as determined by the Village President and Board of Trustees.

K. *Duty to Defend, Indemnify and Hold Harmless:* World shall be obligated to defend, indemnify and hold harmless the Village, its officers and employees, for any cause of action arising from a violation of 65 ILCS 5/8-11-21, unless caused solely by the actions of the Village.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on this 17th day of May, 2010.

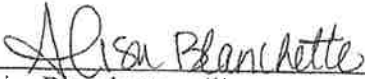
VILLAGE OF MANTENO

WORLD FUEL SERVICES, INC.



Timothy O. Nugent, Village President





Alisa Blanchette, Village Clerk

**FIRST EXTENSION AND AMENDMENT TO THE BUSINESS
DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF
MANTENO AND WORLD FUEL SERVICES, INC., RELATED TO
SALES TAXES GENERATED FROM ITS LOCATION AT 15 NORTH
MAIN STREET, MANTENO, ILLINOIS**

This First Extension and Amendment ("First Extension and Amendment") to the Business Development Agreement Between the Village of Manteno ("Village"), an Illinois municipal corporation, and World Fuel Services, Inc. ("World Fuel"), a Texas corporation, Related to Sales Taxes Generated from its Location at 15 North Main Street, Manteno, Illinois, dated May 17, 2010, is made and entered into by and between the Village and World Fuel this 3rd day of June, 2013.

It is agreed by and between the parties as follows:

Section 1. The Business Development Agreement Between the Village of Manteno ("Village"), an Illinois municipal corporation, and World Fuel Services, Inc. ("World Fuel"), a Texas corporation, Related to Sales Taxes Generated from its Location at 15 North Main Street, Manteno, Illinois, dated May 17, 2010 ("Original Agreement"), attached hereto as Exhibit "A," and incorporated herein by reference, is hereby extended under the same terms and conditions, subject to Section 2 and 3 of this Revision to First Extension and Amendment, through May 17, 2016 ("Extended Term").

Section 2. During the Extended Term, the following terms and conditions shall replace Paragraph 4 of the Original Agreement, and govern the parties' relationship through May 17, 2016:

4. Sales Tax Rebate Provision: In consideration of World Fuel undertaking and continuing the Project in the Village, the Village agrees to annually rebate to World Fuel certain monies as follows:

A. *Annual Periods:* For each calendar year, or partial year, as the case may be, commencing upon the date upon which this First Extension and Amendment is fully executed by all parties hereto, the Village shall rebate to World Fuel a percentage of Sales Taxes generated under the following schedule:

\$10,000,000 and Less	=	50%
\$10,000,001 - \$15,000,000	=	75%
\$15,000,001 and Greater	=	90%

"Sales Tax" means the Village's portion of the Retailer's Occupation Tax and the Retailer's Service Occupation Tax that is collected by World Fuel as a result of business transactions occurring at the subject property, and which is received by the Village through the Illinois Department of Revenue.

If the Village no longer receives Sales Tax from World Fuel due to a law change by the State of Illinois, then the Village shall make payments to World Fuel from any alternate sources of

revenue provided to the Village by the State of Illinois specifically as a replacement or substitute for Sales Tax presently received by the Village (the "Alternate Source Revenue") and, in that event, payment to World Fuel shall be calculated as if the Village were continuing to receive the Sales Tax at a rate equal to the sales tax rate applicable to the Village's share of the State of Illinois sales tax immediately prior to the elimination of World Fuel gross sales that would have been subject to State of Illinois Sales Tax. The Alternate Source Revenue shall be subject to a proportionate reduction in the event that it does not constitute, or is not intended to constitute, a 100%, dollar for dollar, replacement of the Sales Tax previously received by the Village. Notwithstanding the foregoing, the payment to World Fuel from Alternate Source Revenue is contingent upon the ability of the Village to obtain, and confirm as accurate, gross sales by World Fuel that would have been subject to State of Illinois Sales Tax in the same form that such information would have been furnished to the Illinois Department of Revenue. In the event that said gross sales figures cannot be obtained or confirmed as accurate by the Village, the Village shall have no obligation to tender any payments hereunder to World Fuel.

B. *Duration:* The obligation of the Village to reimburse World Fuel from its collected Sales Tax under this First Extension and Amendment shall continue until the Village has reimbursed World Fuel for its collected Sales Tax for three (3) consecutive Annual Periods, with the Annual Periods commencing on May 18, 2013 and ending on May 17, 2016. Notwithstanding anything else in this Agreement, World is under no obligation to continue business operations in the Village for any specific length of time, and there is nothing contained herein that shall prevent World from engaging in business similar to the business of the Project in other counties and/or municipalities within the State of Illinois.

Section 3. During the Extended Term, the following terms and conditions shall replace Paragraph 10 of the Original Agreement, and govern the parties' relationship through May 17, 2016:

10. *Governing Law, Waiver and Notices:* This Agreement shall be governed by the laws of the State of Illinois, and the sole and exclusive venue for any disputes arising out of this Agreement shall be the Circuit Court of Kankakee County, Illinois. A waiver of any part of this Agreement shall be in writing and shall be limited to that specific event and shall not be a waiver of the entire Agreement. Any notices required in regard to this Agreement shall be in writing and sent by certified mail, return receipt requested, by courier, or by delivering the same in person or to an officer of such party.

Notice to the Village shall be sent to:

Village President Timothy O. Nugent
Village of Manteno
98 East Third Street
Manteno, IL 60950

Notice to World shall be sent to:

John Mulvenna
World Fuel Services, Inc.
3340 S. Harlem Avenue
Riverside, Illinois 60546

With additional Notice to:

Mitchell Grodman
World Fuel Services, Inc.
9800 NW 41st Street, Suite 400
Miami, FL 33178

or to such other address as a party may designate for itself by notice given from time to time to the other parties in the manner provided herein.

Section 4. The provisions of this First Extension and Amendment shall be read and interpreted in conjunction with the provisions of the Original Agreement which, unless specifically amended by this First Extension and Amendment, shall remain in full force and effect during the extended term. Any and all terms, conditions, restrictions, covenants, obligations, rights, privileges and authority applicable to, in effect, or governing the relationship of Village and World Fuel under the Original Agreement, not amended by this First Extension and Amendment, shall apply, be in effect for, and govern the relationship of the Village and World Fuel. The Original Agreement and the First Extension and Amendment, including exhibits, and those documents expressly referred to in those agreements, embody the complete agreement and understanding of the parties with respect to the subject matter hereof, and supersede and preempt any prior understandings, agreements or representations by either party, written or oral, pertaining to such subject matter.

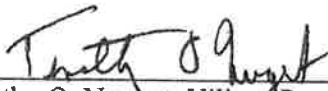
Section 5. The officer of World Fuel, who has executed this First Extension and Amendment, warrants that he has legal authorization to do so. The Village President and Village Clerk of the Village hereby warrant that they have been lawfully authorized to execute this Agreement. World Fuel and the Village shall deliver, upon request, to each other at the respective time such entities cause their authorized agents to affix their signatures hereto, copies of all articles of organization, operating agreement, by-laws, resolutions, ordinances or other documents required to legally evidence the authority to so execute this First Extension and Amendment on behalf of the respective parties.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this First Extension and Amendment as of the date first written above.

VILLAGE OF MANTENO

WORLD FUEL SERVICES, INC.



Timothy O. Nugent, Village President



Joe Williams
V.P. Corporate Development



Alisa Blanchette, Village Clerk

ORDINANCE 17-02

AN ORDINANCE AMENDING TITLE 4, POLICE REGULATIONS, CHAPTER 4, ANIMALS AND FOWL, SECTION 4-4-4, ANIMAL COMMISSIONER'S DUTIES, OF THE VILLAGE OF MANTENO MUNICIPAL CODE

BE IT ORDAINED by the Village President and Board of Trustees of the Village of Manteno, Kankakee County, Illinois, as follows:

Section 1

That Title 4, Police Regulations, Chapter 4, Animals and Fowl, be amended by changing Section 4-4-4, Animal Commissioner's Duties, to read as follows:

...

4-4-4: ANIMAL COMMISSIONER'S DUTIES:

The animal commissioner shall have the duty of appointing animal control officers as necessary to enforce all the provisions of this chapter. The animal commissioner, in the role of animal commissioner, shall also have the authority to trap, haul or dispose of wildlife.

...

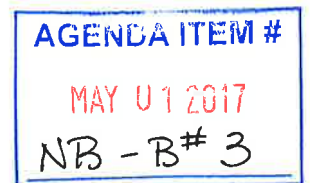
Section 2

If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

Section 3

This ordinance shall be in full force and effect after its passage as provided by law.

PASSED by the Village President and Board of Trustees of the Village of Manteno, Illinois and deposited in the office of the Village Clerk this 1st day of May 2017.



RECORD OF THE VOTE	Yes	No	Abstain	Absent
President Timothy Nugent				
Trustee Timothy Boyce				
Trustee Samuel Martin				
Trustee Diane Dole				
Trustee Todd Crockett				
Trustee Joel Gesky				
Trustee Wendell O. Phillips				
TOTAL VOTES <i>or</i>				
BY OMNIBUS VOTE				

DEPOSITED with the Village Clerk
this 1st day of May 2017.

ALISA BLANCHETTE, Village Clerk

APPROVED by me this 1st
day of May 2017.

TIMOTHY O. NUGENT, Village President



MANTENO AUTOMART, INC.

222. S. Locust Street, Route 50
 Manteno, IL 60950
 PHONE (815) 468-6566
 FAX (815) 468-6594
 www.mantenoford.com

VEHICLE BUYERS ORDER

NEW USED DEMO

STK NO. Order

DATE 04/10/2017 5027

RES. TEL. 000-000-0000

PURCHASER'S NAME VILLAGE OF MANTENO

BUS TEL. 815-929-4800

ADDRESS 98 EAST THIRD STREET

CITY MANTENO

IL ZIP 60950

YEAR <u>2017</u>	MAKE <u>Ford</u>	MODEL NUMBER <u>Explorer</u>	VIN NO.																	
COLOR <u>White</u>	TRIM <u>Interceptor</u>	TOP <u>AWD</u>	BODY STYLE	SALESMAN <u>ED BROOKS</u>																

* NON FORD INSTALLED OPTIONS	Factory Installed Options	SELLING PRICE	29971.00
		DOCUMENTARY SERVICE FEE	172.15
		STATE TAX	N/A
		LICENSE AND TITLE	120.00
		TOTAL CASH PRICE	30091.00
		TRADE-IN ALLOWANCE	N/A
		LESS BALANCE OWED	N/A
		NET TRADE-IN ALLOWANCE	.00
		DEPOSIT	N/A
		AMOUNT DUE ON DELIVERY	N/A
		TRADE-IN ALLOWANCE	
		TOTAL DOWN PAYMENT	N/A
		UNPAID CASH BALANCE DUE ON DELIVERY	30091.00
		DEPOSIT NOT REFUNDABLE	
		PURCH. SIG. X	
		DESCRIPTION OF TRADE-IN	
		YR.	MAKE
		MODEL	SER. NO.
		PURCHASER SOC. SEC NO.	PURCHASER SOC. SEC. NO.
		PURCHASER DRIVERS LIC. NO.	PURCHASER DRIVERS LIC. NO.
		BIRTH DATE	BIRTH DATE
REMARKS:		EMAIL ADDRESS	

NOTICE: TO THE NEGOTIATED CASH SALE PRICE OF EACH VEHICLE, NO MORE THAT \$169.27 MAY BE ADDED FOR DEALER COSTS AND OVERHEAD. THE ONLY OTHER ADDITIONAL CHARGES PERMITTED ARE DEALER-ADDED ORIGIN WAREHOUSE AND SERVICE CONTRACTS, INSURANCE AND THE ACTUAL COST OF LICENSE AND TITLE REGISTRATION AND TAXES.

CONDITIONS AND DISCLAIMER OR WARRANTIES

The seller, Manteno Ford/Manteno Automart, Inc. hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and Manteno Ford/Manteno Automart, Inc., neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the vehicle.

Purchaser agrees that this order includes all of the terms and conditions on both the face and reverse side hereof that this Order covers and all associated...

ORDER #
MAY 01 2017
 103-011



Geoff Aggen, PE
 Office Phone: (708) 464-2664
 Email: gaggen@retld.com

April 25, 2017
 Project 16-T0232.01

President and Board of Trustees
 Village of Manteno
 98 East Third Street
 Manteno, IL 60950

RE: VILLAGE OF MANTENO
 SECOND STREET IMPROVEMENTS
 RECOMMENDATION OF AWARD

Dear Mayor and Board of Trustees:

On April 24, 2017, a bid opening was held at the Village Hall at 10:01 a.m. for the referenced project. A copy of the Tabulation of Bids is attached.

The results of the bid opening are as follows:

Base Bid

Tenco Excavating, Inc., Bourbonnais, IL	\$1,737,204.65
Ruben E. Smith Construction/R&R, Inc. d/b/a R&R, Inc.	1,944,834.70
Kankakee Valley Construction Company, Inc., Kankakee, IL	2,253,406.75

Alternate 1 Bid – South Alley Improvements

Tenco Excavating, Inc., Bourbonnais, IL	\$21,103.25
Ruben E. Smith Construction/R&R, Inc. d/b/a R&R, Inc.	23,139.25
Kankakee Valley Construction Company, Inc., Kankakee, IL	36,446.25

Alternate 2 Bid – North Alley Improvements

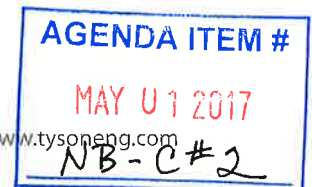
Tenco Excavating, Inc., Bourbonnais, IL	\$17,449.25
Ruben E. Smith Construction/R&R, Inc. d/b/a R&R, Inc.	21,229.25
Kankakee Valley Construction Company, Inc., Kankakee, IL	32,384.25

Alternate 3 Bid – Police Station Parking Lot Improvements

Tenco Excavating, Inc., Bourbonnais, IL	\$36,676.00
Ruben E. Smith Construction/R&R, Inc. d/b/a R&R, Inc.	38,836.00
Kankakee Valley Construction Company, Inc., Kankakee, IL	61,306.00

Alternate 4 Bid – Trash Enclosures

Tenco Excavating, Inc., Bourbonnais, IL	\$ 86,800.00
Ruben E. Smith Construction/R&R, Inc. d/b/a R&R, Inc.	68,817.00
Kankakee Valley Construction Company, Inc., Kankakee, IL	108,000.00



President and Board of Trustees
Village of Manteno
April 25, 2017
Page Two

Alternate 5 Bid – Relining Storm Sewer

Tenco Excavating, Inc., Bourbonnais, IL	\$29,207.00
Ruben E. Smith Construction/R&R, Inc. d/b/a R&R, Inc.	30,790.00
Kankakee Valley Construction Company, Inc., Kankakee, IL	35,970.00

It is recommended that the Village Board award a contract in the amount of \$1,841,640.15 (Base Bid + Alternate 1, Alternate 2, Alternate 3 and Alternate 5) to Tenco Excavating, Inc. and that the Village President and Clerk be authorized to sign the contract documents in order to be able to proceed with contracts in a timely manner.

Should you have any questions or require additional information, please contact this office.

Very truly yours,

TYSON ENGINEERING, INC.



Geoff Aggen, PE
Project Engineer
/mc

Y:\Tyson\16-T0232.01 – Award Recommendation Letter – 04-25-17

Encls.

DATE: 04/28/17
 TIME: 13:56:55
 ID: AP441000.WOW

VILLAGE OF MANTENO
 DETAIL BOARD REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 05/02/2017

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
MACHCO MANTENO CHAMBER OF COMMERCE								
2017	04/28/17	01	GOLF OUTING-FOURSOME	03-11-90-9114			05/02/17	400.00
				PWRKS DONATION EXPENSE-SPF				
							INVOICE TOTAL:	400.00
							VENDOR TOTAL:	400.00
USBLBO USA BLUE BOOK								
225837	04/06/17	01	DPD SAMPLES,BOD BUFFER, ETC	52-43-60-6525			05/02/17	138.16
				LAB SUPPLIES-WPCC				
							INVOICE TOTAL:	138.16
230890	04/12/17	01	THERMOMETERS(3)	52-43-60-6525			05/02/17	132.71
				LAB SUPPLIES-WPCC				
		02	MANHOLE COVER LIFTER	52-43-60-6530				39.95
				SMALL TOOLS-WPCC				
							INVOICE TOTAL:	172.66
233259	04/14/17	01	FIRE HOSE 1-1/2"X50'	52-43-60-6520			05/02/17	231.40
				OPERATING SUPPLIES-WPCC				
							INVOICE TOTAL:	231.40
							VENDOR TOTAL:	542.22
VCCOWE VCA COUNTY WEST ANIMAL HOSP.								
SPAY/NEUTER 4/1/2017	04/01/17	01	CAT NEUTER 4/1/2017	03-11-90-9112			05/02/17	37.50
				POLICE DONATION EXPENSE-SP				
							INVOICE TOTAL:	37.50
							VENDOR TOTAL:	37.50
WEPR WEBER PRINTING COMPANY								
00049603	04/18/17	01	SUMMER EVENT FLYERS(1/2)10,300	04-11-50-5540			05/02/17	583.00
				PRINTING / MAPS				
		02	SUMMER EVENT FLYERS(1/2)10,300	04-11-90-9481				583.00
				CHAMBER EXP-REIMB DUE				
							INVOICE TOTAL:	1,166.00
							VENDOR TOTAL:	1,166.00

DATE: 04/28/17
 TIME: 13:56:55
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VILLAGE OF MANTENO
 DETAIL BOARD REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 05/02/2017

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
WHDO WHOLESALE DONUTS, INC.								
217943	04/18/17	01	SR PROGRAM DONUTS 4/18/17	03-11-90-9112			05/02/17	28.56
				POLICE DONATION EXPENSE-SP				
							INVOICE TOTAL:	28.56
							VENDOR TOTAL:	28.56
							TOTAL ALL INVOICES:	2,174.28