

*Village of*  
**Manteno**

MAY 18, 2015



**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 18, 2015 – 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: May 4, 2015
- ❖ Regular Meeting Minutes: May 4, 2015

6. PUBLIC PARTICIPATION:

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

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

7. REPORTS OF VILLAGE OFFICIALS:

All reports will be ORAL

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

- 1) Presentations
- 2) Appointments
- 3) New Business on Agenda:
- 4) Proclamations
- 5) Requests
- 6) Announcements

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:
  - Resolution 15-02 – A Resolution approving a Professional Services Agreement with Tyson Engineering to provide engineering services for the proposed alley reconstruction behind the Dollar General located on Locust Street.
  - Ordinance 15-04 – An Ordinance authorizing the Sale of Personal Property (Surplus Municipal Equipment)
- c) Public Works Committee Meeting Report:
- d) NEXT Public Works Committee Meeting:
  - Tues. - 5/26/15, 7:00 am, Village Hall Conference Room

- 2) **Properties and Recreation (Trustee Martin)**
- a) Old Business on Agenda: None
  - b) New Business on Agenda:
    - Ordinance 15-01 – An Ordinance approving and authorizing the Execution of a Land Donation Agreement for Two Parcels of Real Property within the Rock Creek Estates Subdivision, Third Addition, by and between Rock Creek Estates, Inc., and the Village of Manteno.
  - c) Properties & Recreation Committee Meeting Report:
  - d) NEXT Properties & Recreation Committee Meeting:
  - e) Parks & Recreation Commission Report:
  - f) NEXT Parks & Recreation Commission Meeting:
    - Wed. - 5/20/15, 7:00 pm, Village Board Room
- 3) **Public Safety & Health (Trustee Dole)**
- a) Old Business on Agenda: None
  - b) New Business on Agenda: None
  - c) Public Safety & Health Committee Meeting Report:
  - d) NEXT Public Safety & Health Committee Meeting:
    - Wed. - 5/27/15, 7:00 am, Village Hall Conference Room
- 4) **Planning & Zoning (Trustee Crockett)**
- a) Old Business on Agenda:
  - b) New Business on Agenda:
    - Ordinance 15-03 – An Ordinance approving a Variance from Title 9, Zoning, Chapter 13, signs, Article 14(D)1, Commercial Districts, Premises Signs, for the property located at 281 South Creek Drive, Manteno, Illinois.
  - c) Planning & Zoning Committee Meeting Report:
  - d) NEXT Planning & Zoning Committee Meeting:
    - Thurs. 5/21/15, 7:00 am, Village Hall Conference Room
  - e) Plan Commission Report: 5/12/15
  - f) NEXT Plan Commission Meeting:
    - Tues. – 6/9/15, 6:00 pm, Village Board Room
- 5) **Finance (Trustee Gesky)**
- a) Old Business on Agenda: None
  - b) New Business on Agenda:
    - Ordinance 15-02 – An Ordinance authorizing the Execution of a First Amendment to the Business Development Agreement between the Village of Manteno, Baumgartner's, Inc., and Curwick Construction Company related to Occupational Taxes generated from the Pizza Stone to be located at 183 North Main Street, Manteno, Illinois.
    - Payment of Bills: (\$174,411.50 includes TIF #1 Bills of \$42,845.41)
  - c) Finance Committee Meeting Report:
  - d) NEXT Finance Committee Meeting: 6/11/15

- 6) **General Government (Trustee Phillips)**
  - a) Old Business on Agenda: None
  - b) New Business on Agenda: None
  - c) General Government Committee Meeting Report:
  - d) NEXT General Government Committee Meeting:
    - Mon. - 6/8/15, 7:00 am, Village Hall Conference Room

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) RESOLUTION 15-02:**  
A Resolution approving a Professional Services Agreement with Tyson Engineering to provide engineering services for the proposed alley reconstruction behind the Dollar General located on Locust Street.
- \* **2) ORDINANCE 15-01**  
An Ordinance approving and authorizing the Execution of a Land Donation Agreement for Two Parcels of Real Property within the Rock Creek Estates Subdivision, Third Addition, by and between Rock Creek Estates, Inc., and the Village of Manteno.
- \* **3) ORDINANCE 15-02:**  
An Ordinance authorizing the Execution of a First Amendment to the Business Development Agreement between the Village of Manteno, Baumgartner’s, Inc., and Curwick Construction Company related to Occupational Taxes generated from the Pizza Stone to be located at 183 North Main Street, Manteno, Illinois.
- \* **4) ORDINANCE 15-03:**  
An Ordinance approving a Variance from Title 9, Zoning, Chapter 13, signs, Article 14(D)1, Commercial Districts, Premises Signs, for the property located at 281 South Creek Drive, Manteno, Illinois.
- \* **5) ORIDNANCE 15-04:**  
An Ordinance authorizing the Sale of Personal Property (Surplus Municipal Equipment)

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

None

D) **FINANCIAL REPORTS:**

- \* **1) CONSIDERATION RE:**  
MOTION to approve PAYMENT OF BILLS in the amount of **\$174,411.50**  
(TIF #1 Bills of \$42,845.41)

9. COMMENTS

Comments and additional information of general interest to Village residents.

10. ADJOURNMENT

**MEETING SCHEDULE**

**BOARD & COMMISSION MEETINGS**

VILLAGE BOARD ROOM

Village Board: .....1<sup>st</sup> & 3<sup>rd</sup> Mon. 7:00 pm  
Plan Commission: .....2<sup>nd</sup> Tues 6:00 pm  
Parks & Rec Commission: .....3<sup>rd</sup> Wed, 7:00 pm  
Mar, Apr, May, Jun, Jul, Sept.

**COMMITTEE MEETINGS**

VILLAGE HALL CONFERENCE ROOM

Public Works: .....4<sup>th</sup> Tues, 7:00 am  
Gen. Govern: .....2<sup>nd</sup> Mon, 7:00 am  
Public Safety: .....4<sup>th</sup> Wed, 7:00 am  
Planning & Zoning: .....3<sup>rd</sup> Thurs., 7:00 am  
Finance: (Conf. Room).....2<sup>nd</sup> Thurs, 7:00 am  
Properties & Rec: .....As needed

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# MANAGER'S MEMO

## 15-02

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**DATE: MAY 14, 2015**

**TO: PRESIDENT & BOARD OF TRUSTEES**

**FROM: BERNIE THOMPSON, VILLAGE ADMINISTRATOR** *BTM*

**RE: AGENDA ITEMS - MAY 18, 2015**

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### MANTENO VILLAGE BOARD REGULAR MEETING AGENDA 7 P.M.

**B) NEW BUSINESS:**

**\* 1) RESOLUTION 15-02: (Boyce)**

A Resolution approving a Professional Services Agreement with Tyson Engineering to provide engineering services for the proposed alley reconstruction behind the Dollar General located on Locust Street.

The Alley between Oak Street and Locust St. behind the new Dollar General and Whitmore Ace Hardware is in bad need of reconstruction. This is authorizing the Professional Service Agreement for the Engineering and Bid Proposal portion of the job. This is TIF eligible.

**\* 2) ORDINANCE 15-01: (Martin)**

An Ordinance approving and authorizing the Execution of a Land Donation Agreement for Two Parcels of Real Property within the Rock Creek Estates Subdivision, Third Addition, by and between Rock Creek Estates, Inc., and the Village of Manteno.

The owners of the Rock Creek Subdivision (The Reiters) are donating two residential lots and the flood way area (approx. 20 Acres) along Rock Creek for the future construction of a Park. The appraised value of the property is \$278,000. The Village will be applying for an OSLAD Grant for construction of the park.

**\* 3) ORDINANCE 15-02: (Gesky)**

An Ordinance approving the First Amendment to the Business Development Agreement between the Village of Manteno, Baumgartner's, Inc., and Curwick Construction Company related to Occupational Taxes generated from the Pizza Stone to be located at 183 North Main Street, Manteno, Illinois.

The Village has agreed to a Sales Tax Sharing Agreement with Curwick Construction and Durbin's Restaurant. This amends the previous agreement between Curwick Construction and Baumgartner's Inc. for 183 N. Main Street.

\* **4) ORDINANCE 15-03: (Crockett)**

An Ordinance approving a Variance from Title 9, Zoning, Chapter 13, signs, Article 14(D)1, Commercial Districts, Premises Signs, for the property located at 281 South Creek Drive, Manteno, Illinois.

The Plan Commission met on May 12, 2015 and held a Public Hearing for a request for variance for a sign to be placed on a business at 281 South Creek Drive. The Plan Commission is recommending the granting of the sign variance in recommendation #15-01.

\* **5) ORIDNANCE 15-04: (Boyce)**

An Ordinance authorizing the Sale of Personal Property (Surplus Municipal Equipment)

The Village will soon be replacing all the street name signs and poles throughout the Village. This ordinance declares the existing signs that will be removed to be declared surplus.

**Village of Manteno**  
**Committee of the Whole**  
**May 4, 2015**  
**6:30 p.m.**

**DRAFT**

**Roll Call**

**Present:**

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

**Absent:**

Trustee Timothy Boyce  
Trustee Todd Crockett

**Also present:**

Bernie Thompson: Chief of Police/Acting Village Administrator  
Janice Schulteis: Resource/Personnel Manager  
Joe Cainkar: Village Attorney  
Jim Hanly: Superintendent of Public Works

**Press Present:**

There have been lots of discussions regarding Economic Development Resources for TIF and this meeting is to present to the Board the possibility of new TIF district. The Village is proposing the possibility of annexing some property and establishing a new TIF #3 district at the 6000 interchange. The property owners (Dietrich and Martin property and KVCC asphalt plant) would expand the sewer and water to entice industrial business use. The TIF district would reimburse them. Gene Norber, President Economic Development Resources, talked to the Board about the eligibility for a new TIF district. Dietrich and Martin own 160 acres and KVCC owns 20 acres. Mr. Norber talked about how the land is suitable for use as an Industrial Park. There is a blighted area for conservation that is adjacent to the industrial land which is a requirement for the TIF eligibility. Another factor to consider is the unemployment in Kankakee County. In order to implement a new TIF district the unemployment rate of Kankakee has to be greater than 6% and greater than the national unemployment rate of 5.6%. This land would qualify for both as the unemployment rate of Kankakee County is 6.9%. This is just the beginning of the process. There is the possibility of the construction starting in July. This would be a two year project.

Since the 6000 interchange has already been awarded this seems like a good time for this TIF development. There would already be truck traffic due to the 6000 interchange. The Martin and Dietrich property is already annexed and KVCC is going to annex. The Mayor wants to be able to annex all the way down to 6000 before the border agreement with Bourbonnais runs out. Property owners Martin and Dietrich have paid for the Eligibility Study. The Village is not out any money.

Trustee Crockett in at 6:35 pm  
Keith Mulholland and Chris LaRocque in at 6:50.

Motion by Phillips, seconded by Dole to close the public hearing at 6:55. Motion approved 5-0. Trustee Boyce was absent.

*Minutes respectfully submitted by Alisa Blanchette, Village Clerk.*



**DRAFT**

**Village of Manteno  
Board Meeting  
May 4, 2015  
7:00 p.m.**

**Roll Call**

**Present:**

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

**Absent:**

Trustee Timothy Boyce

**Also present:**

Bernie Thompson: Chief of Police/Village Administrator (Acting)  
Chris LaRocque: Director of Building and Zoning  
Joe Cankar: Village Attorney  
Janice Schulteis: Resource/Personnel Manager  
Jim Hanley: Superintendent of Public Works  
Keith Mulholland: Village Engineer

**Press Present:**

Andrew Kriz: Russell Publications

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

Motion by Martin, seconded by Dole, to waive the reading of the minutes and approve the Committee of the Whole and Regular Meeting minutes from April 20, 2015. Motion approved 5-0. Trustee Boyce was absent.

**Public Participation:**

None

**Reports of Village Officials:**

**Village President's Report: Tim Nugent**

- Motion by Crockett, seconded by Phillips to adjourn sen-di for the swearing in of newly elected officers. Motion approved 5-0. Trustee Boyce was absent. Clerk Blanchette swore in newly elected Trustees Gesky, Crockett, and Phillips.
- Mayor Nugent distributed TIF surplus checks to Lois Meyer from the Manteno Township, and Kathy Meyer from the Manteno School District. Checks will also be distributed to the Library, KCC, Kankakee County, and the Fire Protection District. TIF #2 gives back 95% to the taxing bodies and TIF #1 gives back 15% to the taxing bodies.
- Mayor Nugent read the new committee assignments for 2015-2016.
  - Public Works and Utilities- Boyce and Martin
  - General Government-Phillips and Gesky
  - Public Safety and Health-Dole and Phillips

**DRAFT**

- Planning and Zoning-Crockett and Dole
- Finance-Gesky and Boyce
- Parks and Recreation- Martin and Crockett
  
- Mayor Nugent read the new Village Appointments for 2015-2016
  - Village Administrator (Acting) Bernie Thompson
  - Budget Officer: Bernie Thompson
  - Chief of Police: Bernie Thompson
  - Village Chaplain: Father Anthony Nugent, Rev. Lance Hurley
  - Animal Commissioner: Bernie Thompson
  - Director of Building and Zoning: Chris LaRocque
  - Village Plumbing Inspector: Gary Entwistle
  - Village Electrician: Michael Quigley
  - Code Enforcement Officer: Chris LaRocque
  - Planning Commission: Francis Smith, Jerry Dole, Todd Creek, John Fetherling
  - Police Commission: Scott Bertrand
  - Police Pension Fund: Joe Grant
  - Parks and Rec Commission: Lori Keigher
  - Village Engineer: Tyson Engineering
  - Kankakee County Convention and Visitors Bureau: Timothy Nugent
  - METRO Board: Jerry Pearce
  - Enterprise Zone Representative: Timothy Nugent
  - Fire Inspector: Manteno Fire Chief

Motion by Gesky, seconded by Crockett to approve the Village Appointments and Committee Appointments. Motion approved 5-0. Trustee Boyce was absent.

1. Consideration re: A motion to approve a new Liquor License for Durbin's located at 183 N Main St. (B-#1)
2. Consideration re: A motion to accept the Industrial Park TIF Eligibility Study, place it on file, and make available for public inspection. (B-#2)
3. Consideration re: A motion to authorize Economic Development Resources to complete the Industrial Park TIF Redevelopment Plan. (B-#3)

**Village Administrator's Report: (Acting) Bernie Thompson**

- Resale shop wants to close 2<sup>nd</sup> St from Main to the alley for flea markets on May 30, June 27, July 25, and August 29.
- A lot going on this summer on Main Street. Music fest/Cruise night. July 3 is party in the park.

**Committee Reports:**

**Public Works and Utilities- Boyce**

- Absent. Trustee Martin read: Resolution 15-01: A Resolution for Maintenance of Streets and Highways by Municipality-2015 MFT Materials Program. This is for salt purchase. (B-#4)
- Consideration re: A motion to authorize the Village Administrator to seek bids for the 2015 MFT Street overlay program. (B-#5)
- Consideration re: A motion to waive competitive bidding requirements and approve the purchase of a Kubota 60 inch mower from Martin Implement at a cost not to exceed \$12,303.60. (C-#2)

- Consideration re: A motion to award the contract for the Street Sign Name project to Lambert Signs at a cost not to exceed \$114,660.00. Hopefully start in June and should be done within 60 days. Every street and intersection will have a new decorative green sign.
- The next Public Works meeting will be May 26 at 7 am.

#### **General Government- Phillips**

- The next General Government meeting will be May 11 at 7 am.

#### **Public Safety and Health- Dole**

- The next Sr. Safety meeting will be Tuesday, May 19. They will take a trip to the fire station. The Sr. Safety picnic will be June 6.
- Annual Registration for golf carts is coming up Saturday, May 9 at the police station from 8-11 and Thursday, May 7 at the Farmers Market 4-7. \$25 fee
- Nice weather- be cautious of kids and walkers.
- The next Public Safety Meeting is May 27 at 7 am.

#### **Planning and Zoning- Crockett**

- The next Planning and Zoning Commission meeting is May 12 at 6 pm.
- The next Planning and Zoning Committee Meeting will be May 21 at 7 am.

#### **Finance-Gesky**

- Consideration re: A motion to waive competitive bidding requirements and approve the purchase of a 2016 Ford F-350 Truck from Manteno Ford (NJPA pricing) at a cost not to exceed \$29,531.00. (C-#1)
- Consideration re: A motion to approve a service contract with Dura-Tech for E-mail services. (C-#4)
- Consideration re: A motion to approve a service contract with Webfoot Designs to update village website. This updated website will help businesses apply for permits online. (C-#5)
- Payment of the bills in the amount of \$53,395.67 (TIF #1 Bills of \$2,475.00 ) (D-#1)
- The next Finance meeting scheduled for May 14, 2015 at 7 am.

#### **Properties and Recreation-Martin**

- Hendrickson Park is completed with rubber mulch.
- The next Properties and Recreation meeting will be May 20 at 7 pm. They will meet at 6:30 for a tour of Wright Park. Mayor Nugent requested this meeting be changed as the Mayor's meeting is in Manteno that night and he wanted the trustees to attend.

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

#### **Old Business: (A)**

1. None

#### **New Business: (B)**

1. Consideration re: A motion to approve a new Liquor License for Durbin's located at 183 N. Main Street.
2. Consideration re: A motion to accept the Industrial Park TIF Eligibility Study, place it on file and make available for public inspection.
3. Consideration re: A motion to authorize Economic Development Resources to complete the Industrial Park TIF Redevelopment Plan.
4. Resolution 15-01: A Resolution for Maintenance of Streets and Highways by Municipality- 2015 MFT Materials Program.

5. Consideration re: A motion to authorize the Village Administrator to seek bids for the 2015 MFT Street Overlay Project.

**Awarding of Bids and Authorization to Purchase: (C)**

1. Consideration re: A motion to waive competitive bidding requirements and approve the purchase of a 2016 Ford F-350 Truck from Manteno Ford (NJPA pricing) at a cost not to exceed \$29,531.00.
2. Consideration re: A motion to waive competitive bidding requirements and approve the purchase of a Kubota 60 inch mower from Martin Implement at a cost not to exceed \$12,303.60.
3. Consideration re: A motion to award the contract for the Street Sign Name project to Lambert Signs at a cost not to exceed \$114,660.00.
4. Consideration re: A motion to approve a service contract with Dura-Tech for E-mail services.
5. Consideration re: A motion to approve a service contract with Webfoot Designs to update the Village website.

**Financial Reports: (D)**

1. Consideration re: Motion to approve payment of the bills in the amount of \$53,395.67 (TIF Bills #1 of \$2,475.00)

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

Motion by Gesky, seconded by Phillips, 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:** Congrats to the trustees for another four years. Looking forward to continue working with you

**Trustee Dole:** Congrats to the trustees on another four years.

**Trustee Crockett:** none

**Trustee Gesky:** Don't drive golf carts in the parks. Golf carts have to follow the same traffic rules and regulations as cars.

**Trustee Phillips:** Hope to see more Seniors at the police academy.

Motion by Crockett, seconded by Gesky to adjourn the meeting at 7:33 pm. Motion approved 5-0. Trustee Boyce was absent.

*Minutes respectfully submitted by Alisa Blanchette, Village Clerk.*

**RESOLUTION 15-02**

**APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH TYSON  
ENGINEERING IN CONNECTION WITH PROVIDING ENGINEERING SERVICES  
FOR THE PROPOSED ALLEY RECONSTRUCTION LOCATED BEHIND THE  
DOLLAR GENERAL ON LOCUST STREET**

**WHEREAS** the Village of Manteno acting by and through its Village President and Board of Trustees find it in the public interest that a certified professional be contracted to provide engineering services for the proposed alley reconstruction located behind the Dollar General on Locust Street; and

**WHEREAS** it is necessary to contract with a professional company with certified personnel skilled in providing engineering services for the proposed alley reconstruction located behind the Dollar General on Locust Street; and

**WHEREAS** Tyson Engineering, Kankakee, IL, is a company with professional and certified personnel skilled in providing engineering services for the proposed alley reconstruction located behind the Dollar General on Locust Street.

**NOW THEREFORE BE IT RESOLVED** by the President and Board of Trustees of the Village of Manteno, Kankakee County, Illinois as follows:

**SECTION 1:** That an agreement for Professional Services with Tyson Engineering, Kankakee, IL, in connection with providing engineering services for the proposed alley reconstruction located behind the Dollar General on Locust Street and the same is hereby approved.

**SECTION 2:** That the Village President is hereby authorized, empowered and directed to execute said agreement for Professional Services provided for in Section One of this resolution in the form and content of **Exhibit "A"** which is attached hereto and made a part hereof.

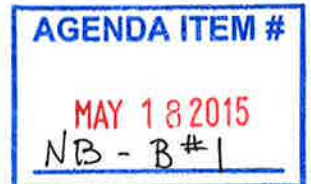
Passed by the Board of Trustees of the Village of Manteno, Kankakee County, Illinois at a regular meeting thereof held on 18<sup>th</sup> day of May, 2015 and approved by me as Village President on the same day.

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 Phillips				
TOTAL VOTES <i>or</i>				
BY OMNIBUS VOTE				

\_\_\_\_\_  
Timothy O. Nugent, Village President

ATTEST:

\_\_\_\_\_  
Alisa Blanchette, Village Clerk





Keith T. Mulholland, PE  
 Office Phone: (815) 932-7406  
 Email: kmulholland@tysoneng.com

May 12, 2015

Mr. Bernie Thompson  
 Village Administrator  
 Village of Manteno  
 98 East Third Street  
 Manteno, IL 60950

RE: PROPOSED ALLEY RECONSTRUCTION  
 MANTENO, ILLINOIS  
 ENGINEERING SERVICES PROPOSAL

Dear Mr. Thompson:

Tyson Engineering, Inc. is pleased to submit this proposal to provide engineering services for the existing alley located behind the Illinois Route 50 Dollar General in Manteno, Illinois.

Following is a summary of our Basic Services.

## **BASIC SERVICES**

### ***Engineering Design***

**\$2,800.00**

Tyson Engineering will prepare a bid package for the alley reconstruction behind the Illinois Route 50 Dollar General. The bid package will include specifications and quantities for a Contractor to bid on and use for construction purposes. Tyson Engineering will provide the notification to the newspaper for advertisement and attend the bid opening. A recommendation of award will be provided to the Village based on the lowest qualified bidder.

## **CONSTRUCTION SERVICES**

***Construction Administration***  
**\$5,100.00**

***Hourly Basis Not To Exceed***

Tyson Engineering will perform requested construction administration activities throughout the course of the construction project as requested by the Owner. These activities will include:

- Site inspections on a daily basis or at critical points during construction to ensure compliance with specifications and/or regulations.
- Pay request review.
- Shop drawing review.

Mr. Bernie Thompson, Village Administrator  
Village of Manteno  
May 12, 2015  
Page Two

## **EXTRAS TO CONTRACT**

### **Meetings As Needed**

### **Hourly Basis**

All additional required meetings will be considered an Additional Service billed on an hourly basis in accordance with the Standard Hourly Rates Schedule as set forth below.

### **Additional Services**

Unless described in the Basic Services above, Additional Services may include, but shall not be limited to, meetings with the Client or government authorities, design of off-site utilities or infrastructure, easement or right-of-way negotiation, easement or right-of-way acquisition, wetland determinations, wetland mitigation, flood studies, archaeological studies, Historic Preservation issues or other environmental concerns. These services shall also include any Survey work required for the completion of the real estate transactions required by the Client such as Final Plat, individual lot plats, Plats of Dedication, Annexation Plats, Vacation Plats, Plats of Zoning or condominium surveys.

### **Compensation For Additional Services**

Compensation for Additional Services shall be done on a time and material basis according to the Standard Hourly Rates schedule set forth below.

### **Reimbursable Expenses**

Reimbursable Expenses include the following categories: Subcontractor costs, out of town meetings, transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; reproduction of Reports, Drawings, Specifications, Bidding Documents, and similar Project-related items, and, if authorized in advance by Owner, overtime work requiring higher than regular rates.

### **Compensation For Reimbursable Expenses**

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services, Owner shall pay Engineer at the rates set forth below.
2. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.1.
3. The Reimbursable Expenses Schedule will be adjusted annually (as of January, 2016) to reflect equitable changes in the compensation payable to Engineer.

Mr. Bernie Thompson, Village Administrator  
Village of Manteno  
May 12, 2015  
Page Three

**Other Provisions Concerning Payment For Additional Services**

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.1.
2. Factors. The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

**Standard Hourly Rates**

1. Standard Hourly Rates are set forth below and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates will be adjusted annually (as of January, 2016) to reflect equitable changes in the compensation payable to Engineer.
3. The Standard Hourly Rates apply only as specified below.

**Schedule**

Hourly rates for services performed on or after the date of the Agreement are:

Principal Engineer	\$171.00/Hr.
Senior Project Manager 1	\$160.00/Hr.
Senior Engineer 1	\$139.00/Hr.
Project Engineer 2	\$111.00/Hr.
Project Engineer 1	\$ 93.00/Hr.
Engineer Tech 1	\$ 70.00/Hr.
CAD Technologist 1	\$ 81.00/Hr.
Resident Engineering Representative 2	\$ 87.00/Hr.
Resident Engineering Representative 1	\$ 75.00/Hr.
Land Surveyor 3	\$135.00/Hr.
Field Crew Chief	\$ 88.00/Hr.
Field Crew Member 1	\$ 64.00/Hr.
Administrative 2	\$ 60.00/Hr.
Planner	\$108.00/Hr.
Grant Writer 2	\$ 93.00/Hr.
Grant Writer 1	\$ 77.00/Hr.
GIS Coordinator	\$134.00/Hr.
GIS Developer	\$108.00/Hr.
GIS Technologist	\$ 88.00/Hr.
IT Coordinator	\$118.00/Hr.
IT Technologist	\$ 88.00/Hr.



Mr. Bernie Thompson, Village Administrator  
Village of Manteno  
May 12, 2015  
Page Four

Automobile Travel Expense		\$ 0.52 per mile
Reproduction Costs:	Bond Paper Copies – 18" x 24"	\$ 1.35 per sheet
	24" x 36"	\$ 2.70 per sheet
	30" x 42"	\$ 4.00 per sheet
	Other sheets	\$0.45/SF

The above rates include all office overhead and administrative costs including reproduction costs and are based on regularly scheduled weekday work hours.

**Payment Terms**

Our payment terms are NET 30 days from the date of the invoice. A late payment penalty of one and one-half percent (1-1/2%) per month, which is an annual rate of eighteen percent (18%), shall be applied to any unpaid balance commencing thirty (30) days after the date of the original invoice. Should litigation be necessary to enforce any term or provision of this agreement or to collect any portion of the amount payable under this agreement, then all litigation and collection expenses, witness fees, court costs, and attorneys' fees shall be paid by the Client.

Thank you for the opportunity to submit this proposal to you. If this is satisfactory, please sign and return one copy of this letter, along with an initialed and dated copy of the attached "Tyson Engineering, Inc. Standard Terms and Conditions", to our office as notification of authorization to proceed. If you have any questions or require additional information, please contact our office.

Very truly yours,

TYSON ENGINEERING, INC.



Keith T. Mulholland, P.E.  
Senior Engineer

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

VILLAGE OF MANTENO

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**TYSON ENGINEERING INC ("TEI")  
STANDARD TERMS AND CONDITIONS**

**CONTRACT** – These Standard Terms and Conditions may be amended, added to, superseded, or waived only if both parties specifically define in writing an official amendment of these Terms and Conditions ("Agreement").

**STANDARD OF CARE** - The standard of care for all professional engineering, survey or related professional services performed or furnished by TEI under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. TEI makes no warranties, express or implied, under this Agreement or otherwise, in connection with TEI's services

**RELIANCE** – TEI may, without liability, rely on the accuracy and completeness of information provided by Client, Client's consultants and contractors, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards without the need for verification.

**CHANGES IN SCOPE** –The proposed fees constitute TEI's estimate to perform the services required to complete the Project. However, all required services are not always definable in the initial planning. Accordingly, circumstances may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made.

**DELAYS** – TEI shall complete its obligations within a reasonable time. If, through no fault of TEI, such periods of time or dates are changed, or the orderly and continuous progress of TEI's services is impaired, or TEI's services are delayed or suspended, then the time for completion of TEI's services, and the rates and amounts of TEI's compensation, shall be adjusted equitably.

**SUSPENSION & TERMINATION** – Client may suspend the Project upon seven (7) days written notice to TEI. If TEI's services are substantially delayed through no fault of TEI, TEI may suspend services after giving seven (7) days written notice to Client. Either party may terminate this agreement upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Client shall remain liable for, and shall promptly pay TEI for all services rendered to the date of suspension/termination of services plus suspension/termination charges. Suspension/termination charges include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on Client's behalf.

**OPINION OF PROBABLE COSTS** - TEI's opinions of probable Construction Cost are to be made on the basis of TEI's experience and qualifications and represent TEI's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since TEI has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, TEI cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by TEI.

**REUSE OF PROJECT DELIVERABLES** - All design documents prepared or furnished by TEI are instruments of service, and TEI retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall not rely in any way on any Document unless it is in printed form, signed or sealed by TEI or one of its Consultants.

**RIGHT OF ENTRY** – Client agrees to obtain legal right-of-entry on the property when entry to property is required by the work.

**ENVIRONMENTAL CONDITIONS OF SITE** - TEI's scope of services does not include any services related to any environmental issues related to the site including petroleum, radioactive material, polychlorinated

biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated by any Federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

**RELATIONSHIP WITH CONTRACTORS** – TEI shall not at any time supervise, direct, or have control over any contractor's work, nor shall TEI have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, nor for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work. TEI neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work. TEI shall have no authority to stop the work of the contractor.

**LIMITATION OF LIABILITY** –Engineer's liability under this Agreement shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Claims.

**INSURANCE** – TEI will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal and TEI's business requirements. Certificates of Insurance will be provided by TEI upon written request.

**MUTUAL WAIVER** – To the fullest extent permitted by law, Client and TEI waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

**GOVERNING LAW, JURISDICTION & VENUE** – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

**NON-ENFORCEMENT** – A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**ASSIGNMENT** – A party can assign its rights or obligations only with the express written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

**SURVIVAL** – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

**THIRD PARTIES** - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or TEI to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and TEI and not for the benefit of any other party.

**SEVERABILITY** - Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and TEI, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**STATUTE OF LIMITATIONS** – to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

4/01/2014

ORDINANCE NO. 15-01

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A LAND DONATION AGREEMENT FOR TWO PARCELS OF REAL PROPERTY WITHIN THE ROCK CREEK ESTATES SUBDIVISION, THIRD ADDITION, BY AND BETWEEN ROCK CREEK ESTATES, INC. AND THE VILLAGE OF MANTENO

WHEREAS, the Village of Manteno ("Village") is a municipal corporation duly existing under the laws of the State of Illinois;

WHEREAS, Rock Creek Estates, Inc. ("Donor"), is an Illinois corporation and owner of two parcels of real property of approximately 20.04 acres in size ("subject property") located southeast of Rock Creek Drive and Diamond Drive in the Rock Creek Estates Subdivision, 3<sup>rd</sup> Addition, legally described as follows:

Parcel 1:

Outlot A, Rock Creek Estates Subdivision, Third Addition, being a Subdivision of a part of the southwest ¼ of Section 14, in Township 32 North, Range 12 East of the Third Principal Meridian, in Kankakee County, Illinois

PIN: (03) 02- 14-300-019-0000;

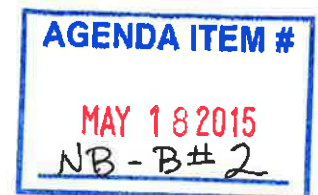
WHEREAS, the subject property is open, and Donor is desirous of gifting the subject property to the Village for development and use as a public park;

WHEREAS, the provisions of 65 ILCS 5/1-61-1.5 authorize the Village of Manteno to acquire by gift, legacy, or grant any real estate for purposes authorized under the Illinois Municipal Code as it deems proper;

WHEREAS, the provisions of 65 ILCS 5/2-3-8 authorize the Village of Manteno to acquire and hold real property for corporate purposes; and,

WHEREAS, the Village of Manteno has determined that acquisition of the subject property would be useful, necessary and convenient.

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



### **Section 1**

The recitals set forth in preamble are hereby adopted as the findings of the Village of Manteno and are expressly incorporated as a part of this ordinance.

### **Section 2**

The Land Donation Agreement, in substantially the same form as attached hereto as Exhibit "A," is hereby accepted and approved, and incorporated herein by reference as though fully set forth in this resolution, subject to such revisions as the Village Attorney deems necessary and advisable. That the Village President and Village Clerk are hereby authorized and directed to execute the Land Donation Agreement and such other documents as may be necessary to effect the transfer of the property, or to carry out the purposes of the Land Donation Agreement.

### **Section 3**

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 4**

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

PASSED by the Board of Trustees of the Village of Manteno, Illinois and deposited in the office of the Village Clerk this 18<sup>th</sup> day of May, 2015.

DEPOSITED with the Village Clerk this 18<sup>th</sup>  
day of May, 2015.

---

ALISA BLANCHETTE, Village Clerk

APPROVED by me this 18<sup>th</sup>  
day of May, 2015.

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TIMOTHY O. NUGENT, Village President

**LAND DONATION AND USE AGREEMENT**

Donor: Rock Creek Estates, Inc.  
300 Rock Creek Drive  
Manteno, Illinois 60950

Attorney for Donor: Randy Chaplinski

Donee: Village of Manteno  
98 East Third Street  
Manteno Illinois 60950

Attorney for Donee: Joseph Cainkar, Louis F. Cainkar, Ltd.  
30 N. LaSalle Street, Ste. 3922, Chicago, IL 60602  
Telephone: 312-236-3985  
Email: joe@lfcld.net  
Facsimile: 312-236-3989

Closing Date: May \_\_, 2015 at 10:00 A.M., or later upon agreement of the Parties.

Property Address: 20.40 acres of open land lying southeast of Rock Creek Drive and Diamond Drive in the Rock Creek Estates Subdivision, 3<sup>rd</sup> Addition, Manteno, Illinois 60950

Legal Description: See attached Exhibit A.

P.I.N.: (03)-02-14-300-019

Personal Property: All utility improvements situated thereon or thereunder

Agreement Date: May \_\_, 2015

This Land Donation Agreement ("Agreement") is made between Donor and Donee, as follows:

1. **DONATION OF PROPERTY.** Donor agrees to gift to Donee the Property by donation on the terms and conditions set forth in this Agreement. The Personal Property, now on the Property, and the Sign to be purchased by Donor for installation on the Property pursuant to paragraph 17 of this Agreement, is included in the donation. The Donor agrees and understands that the gift being made under this Agreement is irrevocable and that once the Property, Personal Property and Sign is donated, Donor shall have no rights, title or interest therein.

2. **CONVEYANCE.** The Donor shall convey title to the Donee by a recordable Warranty Deed ("Deed"), subject only to: (a) covenants, easements, conditions and restrictions of record; (b) private, public and utility easements and roads and highways; and (c) general real

estate taxes not yet due and payable (collectively, "Permitted Exceptions"). None of the foregoing exceptions are permissible if they are violated by the existing improvements.

3. **EARNEST MONEY.** No earnest money is required by this Agreement.

4. **CLOSING DATE.** The closing shall occur on the Closing Date, or as otherwise mutually agreed by the parties, at HomeStar Title Company ("Title Company"), 222 North Industrial Drive, Bradley, Illinois 60915.

5. **CONDITION OF PROPERTY.** Donor agrees to deliver possession of the Property in the same condition as it is at the date of this Agreement, with ordinary wear and tear being acceptable.

6. **CLOSING DOCUMENTS.** At closing, Donor shall provide the following executed documents: (a) warranty deed, (b) affidavit of title covering the date of closing, (c) bill of sale transferring the Personal Property, (d) transfer declarations required for State, County and local transfer stamps, and (e) ALTA statement.

7. **TAXES.** Donor warrants the Property is not being currently assessed for real estate tax purposes and, therefore, there shall be no tax proration calculation or settlement at the Closing. Notwithstanding the above, Donor agrees and covenants that it shall reimburse Donee for amounts Donee pays to satisfy general real estate taxes which are levied against the Property for tax year periods prior to the Closing which are not yet due and payable as of the Closing, said reimbursement to occur no later than thirty (30) days following the Donee's written demand to Donor.

8. **POSSESSION.** Donor shall deliver possession to Donee on the Closing Date.

9. **LEASES.** Donor warrants that there are no oral or written leases in effect with respect to the Property. Donor will not enter into any leases with respect to the Property from and after the date Donor signs this Contract without the express prior written consent of Donee.

10. **EVIDENCE OF TITLE.** Not less than ten (10) days before the Closing Date, Donor shall deliver to the Donee a commitment for a standard American Land Title Association Owner's policy of title insurance ("Title Commitment") covering the Property issued by the Title Company. At the Closing, Donor shall deliver a "later date" or "updated" Title Commitment dated as of the Closing Date that reflects no exceptions to title other than the Permitted Exceptions. Donor shall provide copies to the Donee and the Title Company of all unrecorded agreements, liens, mortgages and other encumbrances not less than five (5) days prior to the Closing Date. In the event Donor is unable to deliver title to the Donee subject only to the Permitted Exceptions by the Closing Date, the Donee may: (a) grant one (1) thirty (30) day extension of time to Donor to remove the unpermitted exceptions; or (b) terminate this Agreement by written notice to Donor. Donee shall be responsible for the cost and expense of the Title Commitment, later date, and an ALTA Owner's Policy with extended coverage in the amount of one hundred thousand dollars (\$100,000.00) dated as of the Closing Date, insuring fee simple title in the Property to the Donee. The Donee may, at its expense, obtain such additional endorsements to the title policy as it deems necessary at its own cost and expense.

11. **SURVEY.** Donee shall be responsible for the cost and expenses associated with the preparation of a plat of survey ("Survey") of the Property dated not earlier than the date of this Agreement. The Survey shall be certified to the Donee and the Title Company as having been prepared in accordance with the "Minimum Standard Detail Requirement for Land Title Surveys" jointly established and adopted by the American Title Association and the American Congress of Surveying and Mapping. In the event the Survey reflects any encroachments, easements or other matters ("Survey Matters") that are not Permitted Exceptions and which, in the Donee's sole judgment, materially impair the value or utility of the Property, then the Donee may: (a) grant one (1) thirty (30) day extension of time to Donor to remove the Survey Matters; (b) terminate this Agreement; or (c) close and accept title to the Property subject to the Survey Matters.

12. **CLOSING COSTS.** Donee agrees that it shall be responsible for the closing costs of the Parties as charged by the Title Company.

13. **ATTORNEY'S FEES.** Donor and Donee shall be responsible for any fees, costs and expenses of their respective attorney.

14. **TRANSFER TAXES.** The Parties acknowledge that the instant real estate transaction is deemed exempt for purposes of transfer taxes, but the exemption shall not alleviate Donor from delivering transfer declarations at Closing.

15. **ENVIRONMENTAL MATTERS.** Donor represents and warrants that it has no knowledge of any adverse environmental matters or conditions concerning the Property. As used herein, the term "environmental condition" means any condition that constitutes a violation of any environmental law, or requires a clean-up under any environmental law, or presents a risk to the health and safety of the public.

16. **CASUALTY.** Damage to any improvements located on the Property shall be at the sole risk of Donor until Closing. Donee may terminate or cancel this Agreement in the event of such damage.

17. **APPRAISAL OF PROPERTY.** Before the Closing Date, the Donee shall obtain, at Donee's sole cost and expense, an appraisal for the Property. The appraisal shall be completed by a qualified Illinois licensed appraiser of Donee's choosing to substantiate the fair market value of the Property. The Donee shall provide a copy of said appraisal to Donor upon its receipt of the same.

18. **FUTURE PARK CONTRIBUTION.** Reference is hereby made to Title 11, Impact Fees, Chapter 3, Recreation and Parks Land and Cash Contributions, of the Municipal Code for the Village of Manteno. The Donation of the Property shall be deemed to fully satisfy Donor's future obligations to dedicate sites for recreation and parks in relation the property legally described in Exhibit "C" ("Other Property"), if and when the Other Property becomes subject to those ordinances. The Donor and Donee acknowledge and agree that the donation of the Property may or may not constitute an exact match in acreage as would need to be

dedicated pursuant to the said provisions based upon the manner in which such calculations are/will be made now or in the future. Both Donor and Donee hereby accept such risk of inequity and hereby waive and forever discharge and release each other, their successors and assigns, to and from any and all claims that the donation ultimately proved advantageous or detrimental to one or the other based on any actual calculation at the time the dedication would have been made but for the donation.

19. **USE OF PROPERTY.** Upon donation, the Property shall be used and held open as a public park and shall continue to be used as such unless the Donee determines that said use is no longer necessary, desirable, or in its best interests. The Donee shall name the public park "William Reiter Memorial Park."

20. **SIGN.** No later than sixty (90) days following the Closing Date, Donors shall submit a rendering and specifications for a sign ("Sign") identifying the park as a Village of Manteno public park named as aforesaid, the design of which shall be subject to the approval of the Donee. Upon approval of the design, Donor shall contract for and bear all expense and costs associated with the purchase, production, and delivery of the Sign to the Donee. The Sign shall be deemed the property of Donee, as gifted by the Donor pursuant to this Agreement.

21. **DELAY.** The Parties agree that time is of the essence in the performance of their obligations under this Agreement and every provision hereof in which time is an element. No extension of time for the performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act. If any date for performance falls on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.

22. **BREACH.** In the event of a default by a Party in the performance of its obligations under this Agreement, such Party upon written notice from the other shall immediately proceed to cure or remedy such default. In the event of a default by Donor that has not been cured within fifteen (15) days after notice of default, the Donee may terminate this Agreement by giving written notice thereof to Donor, or the Donee may institute such proceedings in equity to compel specific performance. In the event of a default by the Donee that has not been cured within fifteen (15) days after notice of default, Donor may terminate this Agreement by giving written notice thereof to the Donee, or Donor may institute such proceedings in equity to compel specific performance.

23. **WAIVER AND ESTOPPEL.** Any delay by either Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive said Party of or limit such rights in any way. No waiver made by either Party with respect to any specific default by the other Party shall be construed, considered or treated as a waiver of the rights of said Party with respect to any other defaults of the other Party.

24. **PERSONAL LIABILITY.** No covenant contained in this Agreement shall be deemed to be the covenant of any official, officer, partner, member, director, agent, employee, planning consultant, manager, shareholders or attorney of the Donor or Donee in his or her



individual capacity, and no official, officer, partner, member, manager, director, agent, employee, manager, shareholders or attorney of the Donor or Donee shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery, and performance of this Agreement, or any failure in connection therewith.

25. **MERGER.** The provisions of this Agreement shall not be merged with the Deed, and the Deed shall not be deemed to affect or impair the provisions of this Agreement.

26. **NOTICE.** Required notices shall be in writing and shall be deemed served when mailed to the Donor or Donee, or their respective attorney at the address shown above, by certified mail with return receipt requested. Notice may also be delivered by facsimile transmission, provided that the notice transmitted shall be sent during business hours (Monday through Friday, excluding legal holidays: 9:00 A.M. to 5:00 P.M. Central Time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission. Notice may also be given by e-mail transmission if an e-mail address has been furnished by the recipient Party or the recipient Party's attorney to the sending Party or is shown on this Agreement. Notice shall be effective as of date and time of e-mail transmission, provided that, in the event e-mail notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the next Business Day after transmission. An attorney or Party may opt out of future e-mail notice by any form of notice provided by this Agreement.

27. **HEADINGS.** The headings of the various sections of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions thereof.

28. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

29. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties and supersedes and replaces any prior agreements between the Parties with respect to the subject matter hereof. This Agreement shall not be modified or amended in any manner other than by supplemental written agreement executed by the Parties.

30. **SEVERABILITY.** If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof, is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included herein and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

31. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall constitute an original instrument.

32. **BROKERS.** The Parties represent and warrant to each other that no person or entity has been engaged, utilized, or dealt with that would be entitled to a broker's commission or finder's fee in connection with the sale of the Property. In the event that any claim is

asserted for such commission or fee, the Party deemed to be responsible for such claim shall indemnify, defend and hold the non-responsible Party harmless from and against any such claim.

33. **SUCCESSORS AND ASSIGNS.** The terms of this Agreement shall be binding upon the Donor and Donee, and their respective legal representatives, successors and assigns. Notwithstanding the foregoing, prior to the Closing, neither Party may assign its rights hereunder without the prior written consent of the other Party.

34. **OTHER COSTS AND EXPENSES.** Unless otherwise specifically set forth in this Agreement, each Party shall bear its own costs and expenses incurred in connection with this Agreement and the transaction contemplated thereby.

35. **OTHER ACTS.** The Parties agree to perform such other acts, and to execute, acknowledge and deliver such other instruments, documents and materials as may be reasonably to consummate the transaction contemplated in this Agreement.

**DONOR:**

ROCK CREEK ESTATES, INC.

May 11, 2015

  
\_\_\_\_\_  
, President

**DONEE:**

VILLAGE OF MANTENO

May \_\_\_, 2015

\_\_\_\_\_  
Timothy O. Nugent, Mayor

\_\_\_\_\_  
Alisa Blanchette, Village Clerk

**EXHIBIT A**

**Tax Bill**

**EXHIBIT B**

Legal Description of Property

Outlot A, Rock Creek Estates Subdivision, Third Addition, being a Subdivision of a part of the southwest  $\frac{1}{4}$  of Section 14, in Township 32 North, Range 12 East of the Third Principal Meridian, in Kankakee County, Illinois

PIN: (03) 02- 14-300-019-0000

## EXHIBIT C

### Legal Description of Other Property

Approximately 67.51 acres of land described as follows:

The West 2227.5 Feet of the South 1,331.71 Feet of the Northwest Quarter of Section 14, in Township 32 North, Range 12 East of the Third Principal Meridian, in Kankakee County, Illinois:

PINs: (03) 02-14-100-010-0000 and (03) 02-14-100-005.

**EXHIBIT D**

**CHAPTER 3 (VILLAGE OF MANTENO)  
RECREATION AND PARKS LAND AND CASH CONTRIBUTIONS**

**ORDINANCE NO. 15-02**

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO THE BUSINESS DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF MANTENO, BAUMGARTNER'S INC., AND CURWICK CONSTRUCTION COMPANY RELATED TO OCCUPATIONAL TAXES GENERATED FROM THE PIZZA STONE TO BE LOCATED AT 183 NORTH MAIN STREET, MANTENO, ILLINOIS**

WHEREAS, on or about May 16, 2011, the Village of Manteno (the *Village*), Baumgartner's Inc. (*Baumgartner*), and Curwick Construction Company (*Curwick*) entered into a certain Business Development Agreement (the *Agreement*) related to occupational taxes generated from the operation of the operation of a restaurant called the Pizza Stone (referred to in the Agreement as the *Project*, herein as the *Prior Project*) at the property commonly known as 183 North Main Street, Manteno, IL 60950 (the *Subject Property*);

WHEREAS, Curwick III, L.L.C. (*Curwick III*) is the record owner and developer of the Subject Property, and a successor to Curwick under the Agreement;

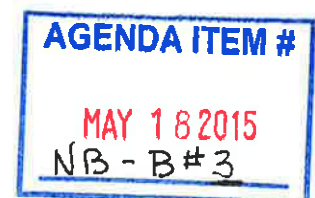
WHEREAS, Baumgartner ceased operations of the Pizza Stone at the Subject Property and assigned its rights, title and interest in and to the Agreement to Curwick, which has not been fully reimbursed for the costs of the Prior Project;

WHEREAS, Durbins of Manteno, L.L.C. (*DOM*), has proposed to locate a restaurant and sports bar commonly known as *Durbins* at the Subject Property for the purposes of selling food and beverages to the public (the *Project*), which necessitates reconfiguration and redevelopment of the Subject Property;

WHEREAS, Curwick III has agreed to hire Curwick to complete the Project, and bear the costs associated therewith, in an effort to incentivize DOM to pursue the Project on the Subject Property and, in exchange, DOM has agreed to assign its rights and interest in the receipt of rebated retailers' occupation taxes (the *Sales Taxes*) generated by its operations on the Subject Property to reimburse Curwick therefor and the benefits it will inherit from the Prior Project;

WHEREAS, the Project will expand business opportunities and provide economic development in the Village that would not otherwise occur in the absence of the parties' participation;

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 sales taxes 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 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 will create job opportunities in the Village both to contractors who will improve the site and to individuals who may be employed by Durbins;

WHEREAS, the corporate authorities of the Village find that the Project will serve to further the development of adjacent areas, enhance the tax base of the Village, and strengthen its commercial base, by eliminating vacancies, establishing a new business, creating a more diversified commercial base to the downtown area;

WHEREAS, the corporate authorities of the Village find that absent the accord of Curwick, Curwick III, and DOM to amend the Agreement (the *First Amendment*), they would be unwilling to undertake the Project due to financial infeasibility;

WHEREAS, the corporate authorities of the Village find that Curwick, Curwick III, and DOM meet high standards of creditworthiness and financial strength;

WHEREAS, the corporate authorities of the Village find that the First Amendment is in the best interest of the Village; and,

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 First Amendment to the Business Development Agreement, 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 First 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 18<sup>th</sup> day of May, 2015.

DEPOSITED with the Village Clerk  
this 18<sup>th</sup> day of May, 2015.

---

ALISA BLANCHETTE, Village Clerk

APPROVED by me this 18<sup>th</sup>  
day of May, 2015.

---

TIMOTHY O. NUGENT, Village President

**FIRST AMENDMENT TO BUSINESS DEVELOPMENT AGREEMENT  
BETWEEN THE VILLAGE OF MANTENO, BAUMGARTNER'S INC.,  
AND CURWICK CONSTRUCTION COMPANY RELATED TO  
OCCUPATIONAL TAXES GENERATED FROM THE PIZZA STONE TO  
BE LOCATED AT 183 NORTH MAIN STREET, MANTENO, ILLINOIS**

This First Amendment to Business Development Agreement (the *First Amendment*) is made and entered into this 18<sup>th</sup> day of May, 2015, by and between the VILLAGE OF MANTENO (the *Village*), Kankakee County, Illinois, an Illinois municipal corporation, CURWICK CONSTRUCTION COMPANY (*Curwick*), an Illinois corporation, CURWICK III, LLC (*Curwick III*), an Illinois limited liability company, and DURBINS OF MANTENO, INC. (*DOM*), an Illinois corporation as follows:

**PREAMBLE**

WHEREAS, on or about May 16, 2011, the Village, Baumgartner's Inc. (*Baumgartner*), and Curwick entered into a certain Business Development Agreement (the *Agreement*) related to occupational taxes generated from the operation of the operation of a restaurant called the Pizza Stone at the property commonly known as 183 North Main Street, Manteno, IL 60950 (the *Subject Property*);

WHEREAS, Baumgartner located a restaurant called the Pizza Stone at the subject property for the purposes of selling food and beverages to the public (referred to in the Agreement as the *Project*, and for purposes of this First Amendment, the *Prior Project*);

WHEREAS, Curwick III is the record owner and developer of the Subject Property, and a successor to Curwick under the Agreement;

WHEREAS, Baumgartner ceased operation of the Pizza Stone at the Subject Property and assigned its rights, title and interest in and to the Agreement to Curwick, which has not been fully reimbursed for the costs of the Prior Project;

WHEREAS, DOM has proposed to locate a restaurant and sports bar called "Durbins" at the subject property for the purposes of selling food and beverages to the public (hereinafter, the *Project*), which necessitates reconfiguration and redevelopment of the Subject Property to suit the Project;

WHEREAS, Curwick III has agreed to hire Curwick to complete the Project, and bear the costs associated therewith, in an effort to incentivize DOM to pursue the Project on the Subject Property and, in exchange, DOM has agreed to assign its rights and interest in the receipt of rebated retailers' occupation taxes ("sales taxes") generated by DOM's operations on the subject property to reimburse Curwick therefor;

WHEREAS, the Project will expand business opportunities and provide economic development in the Village that would not otherwise occur in the absence of the parties' participation;

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 sales taxes 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 President and Board of Trustees has determined that the subject property has remained significantly underutilized 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 will serve to further the development of adjacent areas, that the Project would not be possible without this Agreement, DOM, Curwick and Curwick III meet high standards of creditworthiness and financial strength, that the Project will strengthen the commercial sector of the Village, that the Project will enhance the tax base of the Village, and that this First Amendment 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 DOM and Curwick to undertake the Project, the Village has agreed to reimburse them for a portion of the development costs relative to the Project through the use of a rebate of a portion of the Sales Tax generated by the Project.

#### 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 First Amendment 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. In General: The Village agrees to rebate to Curwick a part of the sales tax revenue generated by the Project in consideration for making such improvements to the subject property and providing financial accommodations to incentivize DOM to locate "Durbins" at the Subject Property and within its corporate limits. Curwick agrees to assign to Curwick III any

and all sales tax revenue rebated to it by the Village under this agreement in consideration for Curwick III's development of the subject property in a manner that will allow the Project to proceed.

4. Commencement of Business: Curwick and Curwick III agree to promptly commence the development of the subject property and undertake the Project so that it will be substantially completed by mid-June of 2015.

5. Assignment: DOM assigns and transfers to Curwick any portion of the sales tax generated by the Project which is subject to rebate under this First Amendment. Curwick assigns and transfers to Curwick III any portion of the sales tax generated by the Project which is subject to rebate under this First Amendment. The Village is authorized and directed to pay, on behalf of DOM and Curwick, to Curwick III in accordance with this agreement, without further notice or approval by DOM or Curwick, that portion of the sales tax generated by the Project which is subject to rebate under this agreement.

6. Sales Tax Rebate Provision: In consideration of DOM, Curwick and Curwick III's decision to undertake the Project in the Village, the Village agrees to annually rebate to Curwick III, as a second-tier assignee, in accordance with paragraph 5, certain monies as follows:

A. *Annual Periods:* Commencing July 1, 2015 and thereafter ending June 30, 2025, the Village shall rebate to Curwick III 50% of all Sales Tax generated by DOM on the Subject Property. "Sales Tax" means the Village's portion of the Retailer's Occupation Tax and the Retailer's Service Occupation Tax that is collected by DOM 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 DOM due to a law change by the State of Illinois, then the Village shall make payments to Curwick III 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 Curwick III 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 DOM'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 Curwick III from Alternate Source Revenues is contingent upon the ability of the Village to obtain, and confirm as accurate, gross sales by DOM 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 Curwick III.

B. *Duration:* The obligation of the Village to rebate a portion of the Sales Tax to Curwick III generated by DOM in the operation of Durbins shall continue for the following consecutive Annual Periods:

July 1, 2015 –December 31, 2015  
January 1, 2016 – December 31, 2016  
January 1, 2017 – December 31, 2017  
January 1, 2018 – December 31, 2018  
January 1, 2019 – December 31, 2019  
January 1, 2020 – December 31, 2020  
January 1, 2021 – December 31, 2021  
January 1, 2022 – December 31, 2022  
January 1, 2023 – December 31, 2023  
January 1, 2024 – December 31, 2024  
January 1, 2025– June 30, 2025

7. **Sale Tax Reports:** Within 45 days after each Annual Period, Curwick III shall cause DOM to 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, Curwick III shall cause DOM to 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 endeavor to 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. DOM, Curwick and Curwick III understand and agree that the provisions of this First Amendment and any all payments made pursuant to this First Amendment shall be a matter of public record. Curwick III shall cause DOM to agree 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.

8. **Reimbursement Mechanism:** Not later than 30 days after the receipt of the signed statement from DOM for the applicable Annual Period has been verified by information supplied by the Illinois Department of Revenue, the Village shall remit in full to Curwick III, the applicable 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 Curwick III from the Village based upon DOM'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.

9. Limitations of Liability: No recourse under or upon any obligation, covenant or agreement of this First Amendment 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 DOM (and Curwick and Curwick III through assignment) 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 DOM, Curwick and Curwick III 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 First Amendment by the Village. No recourse under or upon any obligation, covenant or agreement of this First Amendment or for any claim based thereon or otherwise in respect thereof shall be had against DOM, Curwick or Curwick III, their respective directors, officers, members, managers, agents and employees, in excess of their obligations to the Village hereunder, subject to the terms and conditions herein, and no liability or claim at law or in equity shall attach to or shall be incurred by DOM, Curwick or Curwick III, their respective directors, officers, members, managers agents and employees, in excess of their obligations hereunder.

10. Disputes: Curwick and Curwick III acknowledge that in the event DOM ceases operations at the subject property, or in the event the Village is unable to secure DOM's portion of the sales tax revenue or any accurate accounting of such revenue, any obligation of the Village to DOM, Curwick or Curwick III shall cease without recourse to the Village. The Village shall not be obligated to file suit to enforce the provisions of this First Amendment or seek to compel the production of records even if such failure results in Curwick or Curwick III's non-receipt of DOM's share of tax monies as contemplated by this Agreement.

11. Mutual Assistance: DOM, Curwick and Curwick III agree to do all things necessary or appropriate to carry out the terms and provisions of this First Amendment and to aid and assist each other in carrying out the terms hereof.

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

13. Governing Law, Waiver and Notices: This First Amendment shall be governed by the laws of the State of Illinois, and the sole and exclusive venue for any disputes arising out of this First Amendment shall be the Circuit Court of Kankakee County, Illinois. A waiver of any part of this First Amendment shall be in writing and shall be limited to that specific event and shall not be a waiver of the entire First Amendment. Any notices required in regard to this First Amendment 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 of Manteno  
Attn: Timothy O. Nugent, Village President  
98 East Third Street  
Manteno, IL 60950

Notice to DOM shall be sent to:  
Durbins of Manteno, Inc.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notice to Curwick shall be sent to:  
Curwick Construction Company  
Attn: Jerry Curwick, Jr., President  
600 North Main Street  
Manteno, IL 60950

Notice to Curwick III shall be sent to:

Curwick III, LLC  
Attn: Jerry Curwick, Jr., Manager  
600 North Main Street  
Manteno, Illinois 60950

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.

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

15. **Breach:** Upon a breach of this First Amendment, either of the parties, by any action or proceeding in equity, may secure the specific performance of the covenants and agreements herein contained. Under no condition shall the Village be liable for any damages, fees, or other expenses of DOM, Curwick or Curwick III, even if the Village shall be in default under this First Amendment. The sole and exclusive remedy for violation of this First Amendment shall be specific performance.

16. **Other Mutual Covenants:** The parties agree to the following other mutual covenants:

A. *Entire Agreement:* This instrument contains the entire agreement between the parties with respect to the transaction contemplated in this First Amendment.

B. *Severability:* If any provision of this First Amendment is held invalid by a court of competent jurisdiction, after exhaustion of all appeals or periods for such or in the event such a court shall determine that the Village does not have the power to perform any such provision, after exhaustion of all appeals or periods for such, such provision shall be deemed to be excised here from, and the invalidity thereof shall not affect any of the other provisions contained herein, and such judgment or decree shall relieve the Village from performance under such invalid provision of this Agreement; provided, however, if the judgment or decree relieves the Village of any of its monetary obligations, then this First Amendment shall terminate.

C. *Amendment:* This First Amendment may be amended, altered or revoked at any time, in whole or in part, by filing with this First Amendment a written instrument setting forth such changes signed by all of the parties to this Agreement.

D. *Binding:* This First Amendment shall be binding on the parties, and their respective successors, assigns, heirs and legal representatives.

E. *Section and Other Headings:* Section or other headings contained in this First Amendment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

F. *Assignment:* Neither DOM, Curwick nor Curwick III shall assign this Agreement, or any of the proceeds contemplated hereunder, to any person or entity without the prior written consent of the Village. No such assignment shall be effective, even if consented to by the Village, unless and until the Assignee assumes in writing the obligations of its assignor hereunder.

G. *Permits and Approvals:* DOM, Curwick and Curwick III recognize and agree that the Village has sole discretion with regard to all approvals and permits including, but not limited to, approval of the final development plan, demolition and excavation permits, grading permits, building permits and occupancy permits, and failure on the part of the Village to grant any required approval or issue any required permit shall not be deemed as the cause of default under this First Amendment, or give rise to any claim against or liability to the Village pursuant to this First Amendment.

H. *Authorization to Execute:* \_\_\_\_\_, the president of DOM warrants that he has legal authorization to execute this Agreement. Jerry Curwick, the president of Curwick Construction Company and the manager of Curwick III, LLC, warrants that he has legal authorization to execute this Agreement. The Village President and Village Clerk of the Village hereby warrant that they have been lawfully authorized to execute this Agreement. Curwick, Curwick III 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 Amendment on behalf of the respective parties.

I. *Defaults:* Failure on the part of DOM, Curwick, Curwick III or the Village to comply with any term, representation, warranty, provision or condition of this First Amendment 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 DOM, Curwick, Curwick III or the Village, the non-defaulting party shall be relieved of any and all of its obligations arising pursuant to this First Amendment, 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 First Amendment may be extended for an additional period of time as determined by the Village President and Board of Trustees.

K. *Existing Retail Locations:* DOM acknowledges and discloses that other affiliates currently operate similar business establishments in the State of Illinois. DOM promises, covenants and warrants that none of the sales tax revenue that is proposed to be generated from the Subject Property would have been paid to any other municipality in the absence of this First Amendment. DOM expressly promises, covenants and warrants that the sales to occur on the Subject Property, and within the Village of Manteno, shall be new and additional sales, and the consequence of an expanded business enterprise, which its other locations are unrelated or will not support.

L. *Duty to Defend, Indemnify and Hold Harmless:* DOM, Curwick and Curwick III 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. The Village may, but shall not be obligated to, defend any court action that may be brought attacking the Village's power or authority to enter into this First Amendment or perform any of its provisions, including any appeals reasonably required. In the event the Village elects not to defend such actions, DOM, Curwick and Curwick III shall defend, indemnify and hold harmless the Village from any and all claims and damages claimed thereby. In the event the First Amendment or any material provision contained therein is deemed by a court to be illegal or in violation of the laws of the State of Illinois, such decision/judgment shall relieve the Village from past/future performance and the First Amendment shall terminate without recourse from the Village to DOM, Curwick or Curwick III.

M. *Competing Sales Tax Sharing Agreements:* DOM, its officers, or its now existing or hereinafter created parent, subsidiary, or affiliate entity(ies)

(collectively "DOM Entities"), promise, covenant, warrant they shall not, and they shall otherwise be prohibited to, source any of its Illinois sales to a situs in another unit of local government other than the Village that would otherwise be properly sourced to the Village. DOM Entities promise, covenant, warrant that they shall not, and they shall otherwise be prohibited to, enter into or executing any agreements, or extensions or amendments to existing agreements, which call for, discuss, contemplate, or may result in the sourcing of Illinois sales to any place other than the Village, or which call for, discuss, contemplate a disbursement of or a rebate to it of any portion of sales tax revenue, or measured thereby, distributable to a unit of local government other than the Village, as a result of sales sourced thereto, either directly with a unit of local government or indirectly with or through a broker or other third-party, during the term of this First Amendment. Notwithstanding the above, nothing herein shall preclude DOM Entities from entering into or extending agreements of a similar nature provided no sales that would be sourced to the Village are diverted to the other unit of local government under such agreements or extensions.

N. *Reporting:* DOM shall, no later than ten (10) days after the Village's execution of this Agreement, provide to the Village such information sufficient to permit it to file its report to the Illinois Department of Revenue pursuant 65 ILCS 5/8-11-21 including, but not limited to, whether or not DOM maintains additional places of business in the State of Illinois other than the subject property and the common address of such locations, and the name of any business who is not a party to this First Amendment but who directly or indirectly receives a share, refund, or rebate of the Sales Taxes.

*[SIGNATURE PAGE TO FOLLOW]*

IN WITNESS THEREOF, the parties hereto have executed this First Amendment on this 18<sup>th</sup> day of May, 2015.

VILLAGE OF MANTENO

\_\_\_\_\_  
Timothy O. Nugent, Village President

\_\_\_\_\_  
Alisa Blanchette, Village Clerk

DURBINS OF MANTENO, INC.

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

CURWICK CONSTRUCTION CORPORATION

By:   
\_\_\_\_\_  
Jerry Curwick, Jr., President

CURWICK III, LLC

By:   
\_\_\_\_\_  
Jerry Curwick, Jr., Manager

**ORDINANCE NO. 15-03**

**AN ORDINANCE GRANTING A VARIANCE FROM TITLE 9,  
ZONING, CHAPTER 13, SIGNS, ARTICLE 14(D)1, COMMERCIAL  
DISTRICTS, PREMISES SIGNS, FOR THE PROPERTY KNOWN AS  
281 SOUTH CREEK DRIVE, MANTENO, ILLINOIS.**

TIMOTHY O. NUGENT

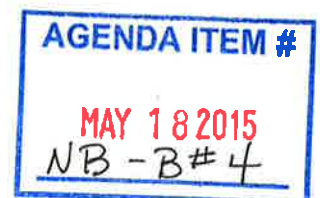
Village President

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

Trustees

ALISA BLANCHETTE

Village Clerk



**ORDINANCE NO. 15-03**

**AN ORDINANCE GRANTING A VARIANCE FROM TITLE 9, ZONING, CHAPTER 13, SIGNS, ARTICLE 14(D)1, COMMERCIAL DISTRICTS, PREMISES SIGNS, FOR THE PROPERTY KNOWN AS 281 SOUTH CREEK DRIVE, MANTENO, ILLINOIS.**

WHEREAS, the Village of Manteno is a non-home rule municipality duly created and existing under the laws of the State of Illinois; and,

WHEREAS, an application has been filed by Falak Tobacco, Inc. DBA Haze Tobacco, tenants of real property commonly known as 281 South Creek Drive, Manteno, Illinois, with the Planning Commission of the Village of Manteno, Kankakee County, Illinois, seeking a variance from Manteno Zoning Ordinance 9-13-14-(D)1 to allow for one (1) additional premises sign to be mounted on the front of the building; and,

WHEREAS, the Planning Commission held a public hearing on the question of said variance at the Village Board room, on May 12<sup>th</sup>, 2015, at which time all persons desiring to be heard were given the opportunity to be heard; and,

WHEREAS, legal notice of said public hearing was published in the manner and form as required by law; and,

NOW, THEREFORE, be it ordained by the Village President and Board of Trustees of the Village of Manteno, Kankakee County, Illinois, as follows:

**Section 1**

That the Village of Manteno Planning Commission has made its recommendation and findings to approve the variance request allowing for one (1) additional premises sign set forth in Title 9, Zoning, Chapter 13, Article 14(D)1 in the C-2 Zoning District.

**Section 2**

That this Board of Trustees has reviewed said recommendation and findings and hereby concurs with Planning Commission Recommendation 14-12 to approve said variance listed in Section 1 herein, to Section 9-13-14(D)1 on the property legally described as follows:

Lots 19 and 20, South Creek, Second Addition, being a Subdivision of part of the North Half of Section 21, Township 32 North, Range 12, east of the Third Principal Meridian, in Kankakee County, Illinois.

PIN NUMBER: 03-02-21-217-030

**Section 3**

This ordinance shall be immediately in full force and effect after passage, approval, and publication. This ordinance is authorized to be published in pamphlet form.

PASSED by the President and Board of Trustees of the Village of Manteno, Illinois and deposited in the office of the Village Clerk this 18<sup>th</sup> day of May, 2015.

DEPOSITED with the Village Clerk  
this 18<sup>th</sup> day of May, 2015.

---

ALISA BLANCHETTE, Village Clerk

APPROVED by me this 18<sup>th</sup>  
day of May, 2015.

---

TIMOTHY O. NUGENT, Village President

I DO HEREBY CERTIFY that this Ordinance was, after its passage and approval, published in pamphlet form by authority of the Village of Manteno, in accordance with law, this 18<sup>th</sup> day of May, 2015.

---

ALISA BLANCHETTE, Village Clerk

**PLANNING COMMISSION**  
**RECOMMENDATION NO. 15-01**

A RECOMMENDATION APPROVING A VARIANCE FROM TITLE 9, ZONING, CHAPTER 13, SIGNS, ARTICLE 14(D)1, COMMERCIAL DISTRICTS, PREMISES SIGNS, FOR THE PROPERTY LOCATED AT 281 SOUTH CREEK DRIVE, MANTENO, ILLINOIS.

WHEREAS, Falak Tobacco, Inc., ("Petitioner"), is the tenant of real property commonly known as 281 South Creek Drive, Manteno, Illinois, owned by Jerry Curwick, and legally described as follows (hereinafter "Subject Property"):

LEGAL DESCRIPTION: Lots 19 and 20, South Creek, Second Addition, being a Subdivision of part of the North Half of Section 21, township 32 North, Range 12 East of the Third Principal Meridian, in Kankakee County, Illinois.

PIN NUMBER: 03-02-21-217-030

WHEREAS, the subject property is located in the C-2 Commercial Zoning District; and

WHEREAS, Section 9-13-14(D)1 of the Municipal Code of the Village of Manteno allows only one individual business identification sign shall be permitted for each individual business establishment to identify the name, location and nature of the business; and

WHEREAS, on May 12<sup>th</sup>, 2015, pursuant to notice, a public hearing was held before the Planning Commission of the Village of Manteno on the above-referenced variances; and

WHEREAS, at the hearing, the Planning Commission did consider the testimony and exhibits entered into evidence.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the Village of Manteno, Kankakee County, Illinois, as follows:

**Section 1**

The recitals set forth in the above prefatory clauses are hereby adopted as the findings of the Planning Commission of the Village of Manteno and are expressly incorporated herein as a part of this Recommendation.

**Section 2**

That the application of the Petitioner seeking a variance from the requirements set forth in Title 9, Chapter 13, Article 14(D)1 in the C-2 Commercial Zoning District of the Village of Manteno, to allow for one (1) additional premises sign, to be located on the front of the building, is hereby approved as described above and shall be applicable to the Subject Property.


**Section 3**

That the Director of Building and Zoning shall incorporate the additional requirements provided for in Section One and Two of the recommendation, from and only after its approval by the Village President and Board of Trustees of the Village of Manteno.

PASSED by the Planning Commission of the Village of Manteno at a Regular Meeting thereof held on the 12<sup>th</sup> day of May, 2015 and approved by me as Chairman on the same day.

  
Francis Smith  
Planning Commission Chairman

ATTEST:





# ORDINANCE 15-04

## AUTHORIZING THE SALE OF PERSONAL PROPERTY (SURPLUS MUNICIPAL EQUIPMENT)

**WHEREAS**, the Village of Manteno has accumulated items of personal property which are no longer deemed necessary or useful to or for the best interest of the Village; and

**WHEREAS**, in accordance with the provisions of the Illinois Compiled Statutes 65 ILCS 5/11-76-4 acting through its President and Board of Trustees have determined that such items of personal property should be disposed in the manner provided by law.

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF MANTENO, KANKAKEE COUNTY, ILLINOIS**, as follows:

**SECTION 1:** That those items contained on a list in the form and content of "Exhibit A", which is attached hereto and made a part hereof are hereby declared as excess and to be disposed of in a manner provided for by law.

**SECTION 2:** That the Village Administrator is hereby authorized, empowered and directed to dispose of said items in such manner as he may designate.

This ordinance shall be immediately in full force and effect after passage and approval.

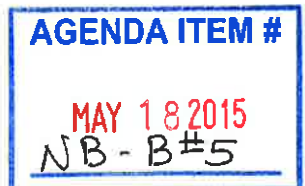
THIS ORDINANCE was passed by the Village President and Board of Trustees and deposited in the office of the Village Clerk this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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				

\_\_\_\_\_  
Alisa Blanchette, Village Clerk

APPROVED by me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Timothy O. Nugent, Village President



ORDINANCE 15-04

EXHIBIT "A"

SURPLUS MUNICIPAL PROPERTY

- Approximately 500 Street Name Signs

INVOICES DUE ON/BEFORE 05/18/2015

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
AJDI A & J DISPOSAL								
5033199	05/07/15	01	2428 HOMES @ \$14.99-4/15	01-11-50-5730 GARBAGE DISPOSAL-GF			05/18/15	36,395.72
							INVOICE TOTAL:	36,395.72
5033915	05/01/15	01	LEGACY PARK-5/15	35-11-50-5730 GARBAGE DISPOSAL-LEGACY			05/18/15	56.19
							INVOICE TOTAL:	56.19
							VENDOR TOTAL:	36,451.91
AAALCO AARON'S ALARM COMPANY								
23933	05/01/15	01	VH ANN.RADIO MONITOR 6/15-5/16	01-11-50-5110 MAINT.SERVICE-BUILDING-VH			05/18/15	300.00
							INVOICE TOTAL:	300.00
							VENDOR TOTAL:	300.00
ALPOEQ ALL POWER EQUIPMENT								
121426	05/12/15	01	ROPE ROTOR/PAWL KIT/SPRING	01-41-60-6120 MAINT.SUPPLIES-EQUIP-SA			05/18/15	50.47
							INVOICE TOTAL:	50.47
							VENDOR TOTAL:	50.47
AQIL AQUA ILLINOIS, INC.								
1359625-4/15	05/04/15	01	LEG.PK ICE RINK 3/31-4/30/15	35-11-50-5999 VILLAGE ONLY LEGACY CONTRA			05/18/15	151.42
							INVOICE TOTAL:	151.42
							VENDOR TOTAL:	151.42
ATT AT&T								
815468240204-4/15	04/28/15	01	FAX/DSL-PD	01-21-50-5520 TELEPHONE/INTERNET-PD			05/18/15	61.19
							INVOICE TOTAL:	61.19

INVOICES DUE ON/BEFORE 05/18/2015

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
ATT AT&T								
815468824004-4/15	04/28/15	01	FAX-GG	01-11-50-5520 TELEPHONE/INTERNET-ADM			05/18/15	19.09
		02	FAX-BLDG.	01-15-50-5520 TELEPHONE/INTERNET-BZ				19.08
							INVOICE TOTAL:	38.17
815468831304-4/15	04/28/15	01	DSL & FAX-WPCC	52-43-50-5520 TELEPHONE/INTERNET-WPCC			05/18/15	155.27
							INVOICE TOTAL:	155.27
							VENDOR TOTAL:	254.63
BESTCE BELSON STEEL CENTER								
465679	05/04/15	01	SQUARE TUBING/HOT ROLLED STRIP	01-52-60-6170 MAINT.SUPPLIES-GROUNDS-PK			05/18/15	84.68
							INVOICE TOTAL:	84.68
							VENDOR TOTAL:	84.68
BESUFO BERKOT'S SUPER FOODS								
134176	04/29/15	01	SR.PROGRAM	03-11-90-9112 POLICE DONATION EXPENSE-SP			05/18/15	16.85
							INVOICE TOTAL:	16.85
28182	04/21/15	01	DONUTS-SR.PROGRAM	03-11-90-9112 POLICE DONATION EXPENSE-SP			05/18/15	34.48
							INVOICE TOTAL:	34.48
							VENDOR TOTAL:	51.33
BERMI BERNIS, MICHAEL								
MAY 2015	05/07/15	01	EMP.CELL PHONE EXPENSE REIMB.	01-21-50-5520 TELEPHONE/INTERNET-PD			05/18/15	65.00
							INVOICE TOTAL:	65.00
							VENDOR TOTAL:	65.00

INVOICES DUE ON/BEFORE 05/18/2015

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
CJTRSE C.J.'S TREE SERVICE, INC.								
364354	04/22/15	01	2 TREES, 16 STUMPS	01-41-50-5170 MAINT.SERVICE-GROUNDS-SA			05/18/15	2,645.00
						INVOICE TOTAL:		2,645.00
						VENDOR TOTAL:		2,645.00
CICO CINTAS CORPORATION #319								
319737581	04/14/15	01	UNIFORM CLEANING	52-43-50-5590 UNIFORM CLEANING SERVICE-W			05/18/15	22.68
		02	UNIFORM CLEANING	52-46-50-5590 UNIFORM CLEANING SERVICE-C				22.69
						INVOICE TOTAL:		45.37
319740123	04/21/15	01	UNIFORM CLEANING	52-43-50-5590 UNIFORM CLEANING SERVICE-W			05/18/15	22.69
		02	UNIFORM CLEANING	52-46-50-5590 UNIFORM CLEANING SERVICE-C				22.68
						INVOICE TOTAL:		45.37
						VENDOR TOTAL:		90.74
COMCAST COMCAST								
0123140-4/15	05/08/15	01	SERVICE 5/15-6/14/15	01-11-50-5520 TELEPHONE/INTERNET-ADM			05/18/15	16.84
						INVOICE TOTAL:		16.84
0139609-4/15	05/01/15	01	DSL-GG	01-11-50-5520 TELEPHONE/INTERNET-ADM			05/18/15	41.97
		02	DSL-BLDG	01-15-50-5520 TELEPHONE/INTERNET-BZ				41.96
		03	DSL-PD	01-21-50-5520 TELEPHONE/INTERNET-PD				41.96
		04	DSL-S&A	01-41-50-5520 TELEPHONE/INTERNET-SA				41.96
						INVOICE TOTAL:		167.85
						VENDOR TOTAL:		184.69

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INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
COMED COMED								
0033124104-4/15	05/07/15	01	0033124104 4/8-5/7/15	01-52-50-5710 UTILITIES-PK			05/18/15	108.65
						INVOICE TOTAL:		108.65
0843041234-4/15	05/08/15	01	LEGACY PARK SIREN 4/7-5/7/15	35-11-50-5710 UTILITIES - LEGACY PARK			05/18/15	43.03
						INVOICE TOTAL:		43.03
1561014016-4/15	05/07/15	01	1561014016 4/7-5/7/15	01-41-50-5720 STREET LIGHTING-SA			05/18/15	69.29
						INVOICE TOTAL:		69.29
1771171095-4/15	05/08/15	01	1771171095 4/7-5/7/15	01-41-50-5720 STREET LIGHTING-SA			05/18/15	822.70
						INVOICE TOTAL:		822.70
						VENDOR TOTAL:		1,043.67
COELDI CONSOLIDATED ELECTRICAL DIST.								
905422551	05/05/15	01	WIRE/BLANK COVER	52-43-60-6120 MAINT.SUPPLIES-EQUIP-WPCC			05/18/15	413.39
						INVOICE TOTAL:		413.39
						VENDOR TOTAL:		413.39
COPLHE COUSIN PLUMBING & HEATING, INC								
350284	05/05/15	01	RELIEF VALVE/REPAIR KIT-HER.PK	01-52-50-5170 MAINT.SERVICE-GROUNDS-PK			05/18/15	378.91
						INVOICE TOTAL:		378.91
						VENDOR TOTAL:		378.91
CUSWI CUSHMAN, WILLIAM								
MAY 2015	05/07/15	01	EMP.CELL PHONE EXPENSE REIMB.	01-21-50-5520 TELEPHONE/INTERNET-PD			05/18/15	65.00
						INVOICE TOTAL:		65.00
						VENDOR TOTAL:		65.00

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INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
DUTE DURA-TECH, INC.								
104633	05/04/15	01	POWER SURGE-RESET EQUIP	01-11-50-5200 MAINT.SERVICE-COMPUTER-VH			05/18/15	118.00
							INVOICE TOTAL:	118.00
104649	05/12/15	01	REPAIRED LENOVO THINKPAD	01-21-50-5200 MAINT.SERVICE-COMPUTER-PD			05/18/15	59.00
							INVOICE TOTAL:	59.00
							VENDOR TOTAL:	177.00
DUBA DUTCH BARN								
14261	05/01/15	01	REP.PERGOLA DAMAGE (GALLAGHER)	18-11-80-8900 OTHER IMPROVEMENTS-TIF#1			05/18/15	1,690.00
							INVOICE TOTAL:	1,690.00
14320	05/01/15	01	MAIN ST.NORTH LANDSCAPING	18-11-80-8900 OTHER IMPROVEMENTS-TIF#1			05/18/15	3,040.00
							INVOICE TOTAL:	3,040.00
							VENDOR TOTAL:	4,730.00
EALA EARTHWORKS BY LAVICKA, INC.								
949	05/05/15	01	REPAIRED IRRIGATION ON BERM	01-41-50-5170 MAINT.SERVICE-GROUNDS-SA			05/18/15	647.50
							INVOICE TOTAL:	647.50
							VENDOR TOTAL:	647.50
ECSI ECONO SIGN & BARRICADE, LLC								
10-921105A	04/27/15	01	NO PARK-FROM HERE TO ALLEY	01-11-50-5525 COMMUNITY SIGNAGE-MFG/SERV			05/18/15	29.00
							INVOICE TOTAL:	29.00
							VENDOR TOTAL:	29.00
ERA ERA								

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INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
ERA ERA								
754910	04/15/15	01	DMR-QA MINI-SET/COLIFORM MICRO	52-43-60-6580 CHEMICALS-WPCC			05/18/15	540.54
							INVOICE TOTAL:	540.54
							VENDOR TOTAL:	540.54
FLGA FLORAL GALLERIA, A								
023216/1	04/29/15	01	MEM.ARRANGEMENT-K. SPIEK	01-11-90-9110 PUBLIC RELATIONS/HOSP.-ADM			05/18/15	65.00
							INVOICE TOTAL:	65.00
							VENDOR TOTAL:	65.00
GOELSU GORDON ELECTRIC SUPPLY, INC.								
S1436979.001	05/04/15	01	ELECTRICAL PARTS-MAIN ST.PARK.	18-11-80-8900 OTHER IMPROVEMENTS-TIF#1			05/18/15	782.00
							INVOICE TOTAL:	782.00
							VENDOR TOTAL:	782.00
HANJA HANLEY, JAMES								
MAY 2015	05/07/15	01	EMP.CELL PHONE EXPENSE REIMB.	01-21-50-5520 TELEPHONE/INTERNET-PD			05/18/15	65.00
							INVOICE TOTAL:	65.00
							VENDOR TOTAL:	65.00
HAWKINS HAWKINS, INC.								
3719865 RI	04/24/15	01	CHEMICAL CYLINDERS	52-43-60-6520 OPERATING SUPPLIES-WPCC			05/18/15	220.00
							INVOICE TOTAL:	220.00
3720743 RI	04/24/15	01	CHLORINE/SULPHUR DIOXIDE	52-43-60-6580 CHEMICALS-WPCC			05/18/15	1,082.46
							INVOICE TOTAL:	1,082.46
							VENDOR TOTAL:	1,302.46

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INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
HDSOWA HD SUPPLY WATERWORKS								
D803067	04/29/15	01	HINGE/DISC/HINGE PIN/VALVE/BOL	52-43-60-6120			05/18/15	1,484.32
				MAINT.SUPPLIES-EQUIP-WPCC				
							INVOICE TOTAL:	1,484.32
							VENDOR TOTAL:	1,484.32
HEFSGI HERITAGE FS, INC. 03								
968738	04/23/15	01	FUEL-PD @ \$1.9387	01-21-60-6550			05/18/15	640.54
				GASOLINE-PD				
		02	FUEL-S&A @ \$1.9387	01-41-60-6550				70.71
				GASOLINE-SA				
		03	DIESEL-S&A @ \$1.8925	01-41-60-6560				1,165.52
				DIESEL FUEL-SA				
		04	FUEL-COLL.SYS. @ \$1.9387	52-46-60-6550				52.99
				GASOLINE-COLL				
							INVOICE TOTAL:	1,929.76
968809	04/30/15	01	FUEL-PD @ \$2.0267	01-21-60-6550			05/18/15	767.21
				GASOLINE-PD				
		02	FUEL-S&A @ \$2.0267	01-41-60-6550				274.27
				GASOLINE-SA				
							INVOICE TOTAL:	1,041.48
							VENDOR TOTAL:	2,971.24
HOEN HOMEFIELD ENERGY								
60551515041-4/15	04/30/15	01	WELL PUMPS	52-11-50-5710			05/18/15	402.15
				UTILITIES-WELL PUMPS				
		02	WPCC	52-43-50-5710				7,105.09
				UTILITIES-WPCC				
		03	LIFT STATIONS	52-46-50-5710				866.00
				UTILITIES-COLL				
							INVOICE TOTAL:	8,373.24
							VENDOR TOTAL:	8,373.24

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INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
ILDEAG ILLINOIS DEPT. OF AGRICULTURE								
2015 LICENSE	04/07/15	01	APPL.LICENSE RENEW-REGAS	01-41-50-5610			05/18/15	20.00
				DUES/LICENSES-SA				
		02	APPL.LICENSE RENEW-RODGERS	01-41-50-5610				20.00
				DUES/LICENSES-SA				
		03	APPL.LICENSE RENEW-PRINCE	01-41-50-5610				20.00
				DUES/LICENSES-SA				
		04	APPL.LICENSE RENEW-HANLEY	01-41-50-5610				20.00
				DUES/LICENSES-SA				
							INVOICE TOTAL:	80.00
							VENDOR TOTAL:	80.00
JODELA JOHN DEERE LANDSCAPES								
71669384	05/07/15	01	30-HOSE GATORBAG	01-41-60-6170			05/18/15	479.70
				MAINT.SUPPLIES-GROUNDS-SA				
							INVOICE TOTAL:	479.70
							VENDOR TOTAL:	479.70
KACOSH KANKAKEE COUNTY SHERIFF'S DEPT								
APRIL 2015	05/02/15	01	7 INMATES-4/15	01-21-50-5565			05/18/15	70.00
				INMATE BOOKING-PD				
							INVOICE TOTAL:	70.00
							VENDOR TOTAL:	70.00
KATAWA KANKAKEE TANK WASH, INC.								
K210964	04/13/15	01	VAC TRUCK	52-43-50-5120			05/18/15	57.00
				MAINT.SERVICE-EQUIPMENT-WP				
							INVOICE TOTAL:	57.00
							VENDOR TOTAL:	57.00
KPEL KPI ELECTRIC								
3056	05/08/15	01	REP.PUMP MOTOR-WHISP.CRK.L/S	52-46-50-5120			05/18/15	484.80
				MAINT.SERVICE-EQUIPMENT-CO				
							INVOICE TOTAL:	484.80
							VENDOR TOTAL:	484.80

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INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT	
LASISO LAMBERT SIGN SOLUTIONS									
1092	05/11/15	01	INSTALL STREET SIGNS	01-41-80-8603			05/18/15	46,305.45	
		02	INSTALL STREET SIGNS	STREET SIGNS-SA 18-11-80-8600 PARKWAY IMPROVEMENTS-TIF#1				11,024.55	
								INVOICE TOTAL:	57,330.00
								VENDOR TOTAL:	57,330.00
LARCH LAROCQUE, CHRIS									
MAY 2015	05/07/15	01	EMP.CELL PHONE EXPENSE REIMB.	01-15-50-5520			05/18/15	65.00	
								INVOICE TOTAL:	65.00
								VENDOR TOTAL:	65.00
LAENSY LAW ENFORCEMENT SYSTEMS, INC.									
189392	05/07/15	01	1000-WARNING NOTICE TICKET	01-21-50-5540			05/18/15	132.00	
								INVOICE TOTAL:	132.00
								VENDOR TOTAL:	132.00
LOCBR LOCKWOOD, BRIAN									
MAY 2015	05/07/15	01	EMP.CELL PRONE EXPENSE REIMB.	01-21-50-5520			05/18/15	65.00	
								INVOICE TOTAL:	65.00
								VENDOR TOTAL:	65.00
LOFCA LOUIS F. CAINKAR, LTD.									
MAY 2015	05/01/15	01	RETAINER-5/15	01-11-50-5330			05/18/15	1,610.00	
								INVOICE TOTAL:	1,610.00
								VENDOR TOTAL:	1,610.00

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INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT	
MAAU MANTENO AUTOMART, INC.									
5295	04/21/15	01	TUBE ASSEM./GASKET-10F1	01-21-60-6130			05/18/15	15.73	
								INVOICE TOTAL:	15.73
								VENDOR TOTAL:	15.73
MAWOCO MARTY WORBY CONTRACTING, INC.									
5/5/15 PD	05/05/15	01	PD ROOF REPAIR-PARTIAL	18-11-80-8200			05/18/15	25,000.00	
								INVOICE TOTAL:	25,000.00
								VENDOR TOTAL:	25,000.00
MCIN McCANN INDUSTRIES, INC.									
08042953	04/30/15	01	ENGINE OIL & HYDRO FLUID	01-41-60-6570			05/18/15	330.65	
		02	FUEL/HYDRA/TRANS FILTERS	LUBRICANTS-SA 01-41-60-6120 MAINT.SUPPLIES-EQUIP-SA				268.22	
								INVOICE TOTAL:	598.87
								VENDOR TOTAL:	598.87
MENARD MENARDS									
10281	04/28/15	01	2X4-14' #2&BTR SPF	01-41-60-6520			05/18/15	10.36	
								INVOICE TOTAL:	10.36
10980	05/04/15	01	COM.CTR.FLOOR WAX SUPPLIES	01-51-60-6110			05/18/15	105.92	
								INVOICE TOTAL:	105.92
9382	04/20/15	01	CONDUIT/COND.BODY/PRIMER	52-43-60-6170			05/18/15	103.01	
								INVOICE TOTAL:	103.01

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INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
MENARD MENARDS								
9707	04/23/15	01	DISTILLED WATER	52-43-60-6525			05/18/15	5.28
		02	CONDUIT/REDUCER/COUPLER	52-43-60-6170				26.32
				MAINT.SUPPLIES-GROUNDS-WPC				
							INVOICE TOTAL:	31.60
							VENDOR TOTAL:	250.89
MGEN MGM ENTERPRISES, LLC								
1788	05/06/15	01	2-WAYFINDER SIGNS-HAZE TOB.	01-11-50-5525			05/18/15	38.00
		02	TRAVEL	01-11-50-5525				36.00
				COMMUNITY SIGNAGE-MFG/SERV				
				COMMUNITY SIGNAGE-MFG/SERV			INVOICE TOTAL:	74.00
							VENDOR TOTAL:	74.00
NAAUPA NAPA AUTO PARTS								
33648	04/28/15	01	S T T LAMP-SKIDSTEER	01-41-60-6120			05/18/15	11.22
				MAINT.SUPPLIES-EQUIP-SA			INVOICE TOTAL:	11.22
33881	05/05/15	01	BATTERY-PD POLARIS	01-21-50-5120			05/18/15	153.99
				MAINT.SERVICE-EQUIPMENT-PD			INVOICE TOTAL:	153.99
							VENDOR TOTAL:	165.21
NICOR NICOR								
63101339420-4/15	04/30/15	01	63101339420 3/31-4/30/15	52-46-50-5710			05/18/15	26.16
				UTILITIES-COLL			INVOICE TOTAL:	26.16
							VENDOR TOTAL:	26.16
NOGR NORDMEYER GRAPHICS								

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INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
NOGR NORDMEYER GRAPHICS								
15NG118	04/21/15	01	LETTER SQUAD-WHITE VINYL	01-21-50-5130			05/18/15	270.00
				MAINT.SERVICE-VEHICLE-PD			INVOICE TOTAL:	270.00
							VENDOR TOTAL:	270.00
NOLIDI NORTHERN LIGHTS DISPLAY								
2566	04/21/15	01	ADJUST.BLACK BANDS-FLAGS/BANNE	01-41-60-6870			05/18/15	209.45
				ST LIGHT BANNERS/FLAGS			INVOICE TOTAL:	209.45
							VENDOR TOTAL:	209.45
NUGTI NUGENT, TIMOTHY O.								
MAY 2015	05/07/15	01	EMP.CELL PHONE EXPENSE REIMB.	01-11-50-5520			05/18/15	65.00
				TELEPHONE/INTERNET-ADM			INVOICE TOTAL:	65.00
							VENDOR TOTAL:	65.00
OMNISI OMNISITE								
45416	05/07/15	01	1-ENFORA RADIO ASSM.&BATTERY	52-46-50-5120			05/18/15	217.00
				MAINT.SERVICE-EQUIPMENT-CO			INVOICE TOTAL:	217.00
45417	05/07/15	01	1-ENFORA RADIO ASSEMBLY	52-46-50-5120			05/18/15	183.00
				MAINT.SERVICE-EQUIPMENT-CO			INVOICE TOTAL:	183.00
							VENDOR TOTAL:	400.00
ORKIN ORKIN								
102515387	05/07/15	01	PEST CONTROL-PD #2351291	01-21-50-5110			05/18/15	76.73
				MAINT.SERVICE-BUILDING-PD			INVOICE TOTAL:	76.73





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INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
SESA SERVICE SANITATION, INC.								
6997163	05/06/15	01	1-HANDICAP RENTAL-FARM.MKT.	01-52-50-5780			05/18/15	43.57
				PUBLIC COMFORT STATIONS-PK				
							INVOICE TOTAL:	43.57
							VENDOR TOTAL:	43.57
SKEST SKELLY, STEVE								
MAY 2015	05/07/15	01	EMP.CELL PHONE EXPENSE REIMB.	01-21-50-5520			05/18/15	65.00
				TELEPHONE/INTERNET-PD				
							INVOICE TOTAL:	65.00
							VENDOR TOTAL:	65.00
SSBOA SSBOA								
5/27/15 MTG.	05/13/15	01	REG.MEET.-5/27/15-LAROCQUE, C.	01-15-50-5635			05/18/15	15.00
				CONFERENCES/PROF.MTG.-BZ				
							INVOICE TOTAL:	15.00
							VENDOR TOTAL:	15.00
STAS STANARD & ASSOCIATES, INC.								
SA000028268	04/30/15	01	2ND HALF-SGT.WRITTEN EXAMS	01-21-50-5345			05/18/15	2,028.25
				ELIGIBILITY TESTING-PD				
							INVOICE TOTAL:	2,028.25
							VENDOR TOTAL:	2,028.25
STAPLES STAPLES CREDIT PLAN								
4713-4/15	04/27/15	01	1 NOTARY STAMP - HAYS	01-11-60-6510			05/18/15	39.99
				OFFICE SUPPLIES-ADM				
		02	1 NOTARY STAMP - SPIEK	01-15-60-6510				39.99
				OFFICE SUPPLIES-BZ				
		03	1 NOTARY STAMP - HURLEY	01-11-60-6510				39.99
				OFFICE SUPPLIES-ADM				

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INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
STAPLES STAPLES CREDIT PLAN								
4713-4/15	04/27/15	04	1 NOTARY STAMP - SCHULTEIS	01-11-60-6510			05/18/15	39.99
				OFFICE SUPPLIES-ADM				
							INVOICE TOTAL:	159.96
							VENDOR TOTAL:	159.96
SUSE SUMMIT SEED, INC.								
9342052-IN	04/17/15	01	3-STEP STARTER FERTILIZER	35-11-60-6580			05/18/15	410.00
				CHEMICALS-LEGACY				
							INVOICE TOTAL:	410.00
							VENDOR TOTAL:	410.00
THOBE THOMPSON, BERNIE								
MAY 2015	05/07/15	01	EMP.CELL PHONE EXPENSE REIMB.	01-21-50-5520			05/18/15	65.00
				TELEPHONE/INTERNET-PD				
							INVOICE TOTAL:	65.00
							VENDOR TOTAL:	65.00
TITR TIRE TRACKS								
14038409	04/02/15	01	REPL.TIRES-10F1	01-21-50-5130			05/18/15	520.64
				MAINT.SERVICE-VEHICLE-PD				
							INVOICE TOTAL:	520.64
14039267	05/11/15	01	RESURFACE ROTORS-09F3	01-21-50-5130			05/18/15	60.00
				MAINT.SERVICE-VEHICLE-PD				
							INVOICE TOTAL:	60.00
							VENDOR TOTAL:	580.64
TYEN TYSON ENGINEERING, INC.								
1505041/14-T202	05/08/15	01	PARKING LOT-52 S. WALNUT	18-11-50-5320			05/18/15	1,308.86
				ENGINEERING SERVICE-TIF#1				
							INVOICE TOTAL:	1,308.86

INVOICES DUE ON/BEFORE 05/18/2015

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
TYEN TYSON ENGINEERING, INC.								
1505042/15-T272	05/08/15	01	ROCK CREEK OSLAND GRANT APPL	01-11-50-5320 ENGINEERING SERVICE-ADM			05/18/15	102.00
							INVOICE TOTAL:	102.00
1505043/15-T007	05/08/15	01	MISC. ENG. 4/15-GG	01-11-50-5320 ENGINEERING SERVICE-ADM			05/18/15	1,477.50
		02	MISC. ENG. 4/15-BLDG	01-15-50-5320 ENGINEERING SERVICE-B2				69.50
		03	MISC. ENG. 4/15-S&A	01-41-50-5320 ENGINEERING SERVICE-SA				139.00
							INVOICE TOTAL:	1,686.00
							VENDOR TOTAL:	3,096.86
USLBLBO USA BLUE BOOK								
622125	04/17/15	01	CHART PAPER/FLAG WIRE/FLAGS	52-43-60-6520 OPERATING SUPPLIES-WPCC			05/18/15	73.84
							INVOICE TOTAL:	73.84
630805	04/28/15	01	NUTRIENT BUF.SOL./CHART PAPER	52-43-60-6520 OPERATING SUPPLIES-WPCC			05/18/15	213.84
							INVOICE TOTAL:	213.84
634460	05/01/15	01	JULIE MARKING FLAGS	52-46-60-6480 JULIE LOCATE SUPPLIES			05/18/15	136.00
							INVOICE TOTAL:	136.00
							VENDOR TOTAL:	423.68
VEWI VERIZON WIRELESS								
9744471954	04/23/15	01	SERVICE 3/24-4/23/15	01-21-50-5520 TELEPHONE/INTERNET-PD			05/18/15	441.48
							INVOICE TOTAL:	441.48
							VENDOR TOTAL:	441.48

INVOICES DUE ON/BEFORE 05/18/2015

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
WADI WAREHOUSE DIRECT, INC.								
2687046-0	05/04/15	01	2 REAMS 11X17 COPY PAPER	01-11-60-6510 OFFICE SUPPLIES-ADM			05/18/15	28.14
		02	3 REAMS 11X17 COPY PAPER	01-15-60-6510 OFFICE SUPPLIES-BZ				42.18
							INVOICE TOTAL:	70.32
2690429-0	05/06/15	01	"COPY" STAMP/COUNTER PENS	01-11-60-6510 OFFICE SUPPLIES-ADM			05/18/15	18.12
							INVOICE TOTAL:	18.12
2694279-0	05/11/15	01	FILE FOLDERS-END TAB	01-11-60-6510 OFFICE SUPPLIES-ADM			05/18/15	156.50
							INVOICE TOTAL:	156.50
							VENDOR TOTAL:	244.94
WEDE WEBFOOT DESIGNS, INC.								
PROP.# 10223	01/28/15	01	NEW WEBSITE PKG.1ST INSTALL.	01-11-50-5370 WEB HOST SERVICE			05/18/15	4,525.00
							INVOICE TOTAL:	4,525.00
							VENDOR TOTAL:	4,525.00
WHAJO WHALEN, JOEL								
MAY 2015	05/07/15	01	EMP.CELL PHONE EXPENSE REIMB.	01-21-50-5520 TELEPHONE/INTERNET-PD			05/18/15	65.00
							INVOICE TOTAL:	65.00
							VENDOR TOTAL:	65.00
WHACHA WHITMORE ACE HARDWARE								
JOB#1-4/15	04/30/15	01	DOOR STOPS - VR	01-11-60-6100 MAINTENANCE SUPPLIES-ADM			05/18/15	11.68
		02	PICTURE HANGING SUPL-MAYOR OFC	01-11-60-6860 SEASONAL/INTERIOR DECOR-AD				9.88
							INVOICE TOTAL:	21.56

INVOICES DUE ON/BEFORE 05/18/2015

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
WHACHA WHITMORE ACE HARDWARE								
JOB#2-4/15	04/30/15	01	CHAIN & HOOK FLAPPERS	01-51-60-6110			05/18/15	2.69
				MAINT.SUPPLIES-BUILDING-CC				
							INVOICE TOTAL:	2.69
JOB#4-4/15	04/30/15	01	LANDSCAPE SUPPLIES/GLUE	01-11-60-6100			05/18/15	27.40
		02	MESH CLOTH/GARDEN STAPLES	01-52-60-6170				46.78
		03	BOLD EYE LAG	01-41-60-6170				8.96
		04	MISC.	01-41-60-6130				1.60
		05	PAINT SUPPLIES	01-41-60-6120				13.59
		06	SAW BLADE/NYLON ROPE/CORDS	01-41-60-6520				88.68
				OPERATING SUPPLIES-SA			INVOICE TOTAL:	187.01
JOB#6-4/15	04/30/15	01	SAMPLE SHIPPING	52-43-50-5510			05/18/15	32.75
		02	PAINT SUPPLIES/PADLOCKS	52-46-60-6520				163.16
		03	CLAMP MUFFLER	52-43-60-6520				3.58
		04	STRAP/MENDER	52-43-60-6120				18.08
		05	COUPLE/CONDUIT/ELEC.SUPPL.	52-43-60-6170				75.80
				MAINT.SUPPLIES-GROUNDS-WPC			INVOICE TOTAL:	293.37
JOB#7-4/15	04/30/15	01	CABLES	01-41-60-6520			05/18/15	16.92
		02	COMPRES.SLEEVE/BULBS	01-52-60-6110				35.92
				MAINT.SUPPLIES-BUILDINGS-P				

INVOICES DUE ON/BEFORE 05/18/2015

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
WHACHA WHITMORE ACE HARDWARE								
JOB#7-4/15	04/30/15	03	CLEANING SUPPLIES	01-41-60-6540			05/18/15	35.02
		04	SAFETY SPRAY PAINT	01-41-60-6600				11.23
				SAFETY SUPPLIES-SA			INVOICE TOTAL:	99.09
JOB#8-4/15	04/30/15	01	PAINT SUPPLIES-MAIN ST.MORAL	01-41-60-6170			05/18/15	358.21
				MAINT.SUPPLIES-GROUNDS-SA			INVOICE TOTAL:	358.21
							VENDOR TOTAL:	961.93
WILST WILKEN, STACI								
MAY 2015	05/07/15	01	EMP.CELL PHONE EXPENSE REIMB.	04-11-50-5520			05/18/15	65.00
				TELEPHONE/INTERNET-VE			INVOICE TOTAL:	65.00
							VENDOR TOTAL:	65.00
WILTE WILSON, TERRY								
MAY 2015	05/07/15	01	EMP.CELL PHONE EXPENSE REIMB.	52-43-50-5520			05/18/15	65.00
				TELEPHONE/INTERNET-WPCC			INVOICE TOTAL:	65.00
							VENDOR TOTAL:	65.00
WOPASU WOLDHUIS FARMS SUNRISE GRNHSE.								
27571	05/11/15	01	ANNUALS/PERENNIALS	01-41-60-6180			05/18/15	440.40
				MAINT.SUPPLIES-PARKWAY-SA			INVOICE TOTAL:	440.40
							VENDOR TOTAL:	440.40
							TOTAL ALL INVOICES:	174,411.50