

RESOLUTION NO. 23-02

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN CERTAIN KANKAKEE COUNTY TAXING DISTRICTS AND OFFICIALS REGARDING THE ABATEMENT OF PROPERTY TAXES FOR THE PROPERTY LOCATED AT 333 SOUTH SPRUCE STREET, MANTENO, ILLINOIS

WHEREAS, there exists two parcels of real property commonly known as 333 South Spruce Street located in the Village of Manteno, Kankakee County, State of Illinois 60950 (PINs: 03-02-20-200-008 and 03-02-20-200-009) (the "Subject Property");

WHEREAS, the Subject Property has been significantly unoccupied and underutilized for a period of more than five (5) years;

WHEREAS, a foreign company (the "Enterprise") has proposed to purchase the Subject Property and develop the same as a state-of-the-art lithium-ion battery cell, module, pack production, and energy storage integration facility (the "Project");

WHEREAS, the Project will spur economic growth, diversify the economy, create thousands of job opportunities, enhance the local tax base, and promote sustainable energy solutions within Kankakee County and State of Illinois;

WHEREAS, the development of the Project to full capacity will require a significant financial commitment by the Enterprise, and its investment will result in a real estate tax liability that would undermine and limit the success and scope of the Project;

WHEREAS, the County of Kankakee, Village of Manteno, Manteno Township, Manteno-Rockville Multi-Township Assessment District, Manteno Township Highway Commissioner, Kankakee Community College District No. 520, Manteno Community Unit School District No. 5, Manteno Fire Protection District, and Manteno Public Library District, and Manteno Drainage District No. 3 (each a "Taxing District," collectively, "Taxing Districts") are public agencies and taxing districts duly organized and existing under the laws and Constitution of the State of Illinois;

WHEREAS, the County Clerk of Kankakee County, Illinois (the "County Clerk") is the local official responsible for extending taxes based upon assessments made against real property in Kankakee County, Illinois;

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) provide authority for the Taxing Districts to obtain or share services and to exercise, combine or transfer any power or function not prohibited by law or ordinance;

WHEREAS, the Taxing Districts deem it necessary, useful and desirable to limit the real estate tax liability of the Enterprise with respect to the Subject Property through the abatement of taxes; and,

WHEREAS, the County Clerk has agreed to abate real estate taxes for the Subject Property in accordance with the agreement of the Taxing Districts herein.

NOW, THEREFORE, BE IT RESOLVED by the [Kankakee County Board] [President and Board of Trustees of the Village of the Village of Manteno] [Township Board of Manteno Township] [Board of Trustees of the Manteno-Rockville Multi-Township Assessment District] [Board of Trustees of the Kankakee Community College District No. 520] [Board of Education of the Manteno Community Unit School District No. 5] [Board of Trustees of the Manteno Fire Protection District][Board of Library Trustees of the Manteno Public Library District][Board of Commissioners of the Manteno Drainage District No. 3], Kankakee County, Illinois, as follows:

Section 1. The Intergovernmental Agreement for the Abatement of Property Taxes for the Property Located at 333 South Spruce Street, Manteno, Illinois, in substantially the same form as attached hereto as Exhibit "A," between the County of Kankakee, Village of Manteno, Manteno Township, Kankakee Community College District No. 520, Manteno Community Unit School District No. 5, Manteno Fire Protection District, Manteno Public Library District, and Manteno Drainage District No. 3, and Kankakee County Clerk is hereby approved and incorporated herein as a part of this Resolution.

Section 2. The [Chairman/President/Supervisor] is hereby authorized and directed to execute the Intergovernmental Agreement for the Abatement of Property Taxes.

Section 3. All resolutions or parts thereof in conflict with this Resolution are hereby repealed.

Section 4. This Resolution shall be in full force and effect upon its adoption.

Adopted: August 7, 2023.


[Chairman/President/Supervisor]


[County/Village/Township/Board Clerk
][Secretary]

**INTERGOVERNMENTAL AGREEMENT BETWEEN CERTAIN
KANKAKEE COUNTY TAXING DISTRICTS AND OFFICIALS
REGARDING THE ABATEMENT OF PROPERTY TAXES FOR THE
PROPERTY LOCATED AT 333 SOUTH SPRUCE STREET, MANTENO,
ILLINOIS**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into as of August 31, 2023, but actually executed by each of the undersigned units of local government and local officials (each a "party," together "parties") on the dates set forth beneath the respective signatures of their duly authorized officers below.

WITNESSETH

WHEREAS, there exists two parcels of real property commonly known as 333 South Spruce Street located in the Village of Manteno, Kankakee County, State of Illinois 60950 (PINs: 03-02-20-200-008 and 03-02-20-200-009) (the "Subject Property");

WHEREAS, the Subject Property has been significantly unoccupied and underutilized for a period of more than five (5) years;

WHEREAS, a foreign company (the "Enterprise") has proposed to purchase the Subject Property and develop the same as a state-of-the-art lithium-ion battery cell, module, pack production, and energy storage integration facility (the "Project");

WHEREAS, the Project will spur economic growth, diversify the economy, create thousands of job opportunities, enhance the local tax base, and promote sustainable energy solutions within Kankakee County and State of Illinois;

WHEREAS, the development of the Project to full capacity will require a significant financial commitment by the Enterprise, and its investment will result in a real estate tax liability that would undermine and limit the success and scope of the Project;

WHEREAS, the County of Kankakee, Village of Manteno, Manteno Township, Manteno-Rockville Multi-Township Assessment District, Manteno Township Highway Commissioner, Kankakee Community College District No. 520, Manteno Community Unit School District No. 5, Manteno Fire Protection District, and Manteno Public Library District, and Manteno Drainage District No. 3 (each a "Taxing District," collectively, "Taxing Districts"), are public agencies and taxing districts duly organized and existing under the laws and Constitution of the State of Illinois;

WHEREAS, the County Clerk of Kankakee County, Illinois (the "County Clerk") is the local official responsible for extending taxes based upon assessments made against real property in Kankakee County, Illinois;

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) provide authority for the Taxing

Districts to obtain or share services and to exercise, combine or transfer any power or function not prohibited by law or ordinance;

WHEREAS, the Taxing Districts deem it necessary, useful and desirable to limit the real estate tax liability of the Enterprise with respect to the Subject Property through the abatement of taxes; and,

WHEREAS, the County Clerk has agreed to abate real estate taxes for the Subject Property in accordance with the agreement of the Taxing Districts herein.

NOW THEREFORE, in consideration of the matters set forth above, the agreements, covenants, representations, and undertakings made and contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Taxing Districts and County Clerk hereby agree, covenant, represent, and undertake as follows:

Section 1. Recitals. The recitals of this Agreement are hereby incorporated and made a part of this Agreement as though fully set forth herein.

Section 2. Abatement of Real Estate Taxes.

(a) Commencing with the 2024 tax year and ending with the 2053 tax year, the Taxing Districts hereby direct the County Clerk to and the County Clerk shall abate all real estate taxes due and owing from the Subject Property in excess of \$2,000,000 each tax year.

(b) The County Clerk shall implement the abatement proportionately to each tax bill such that the aggregate total tax liability for the Subject Property does not exceed \$2,000,000 each tax year.

(c) The County Clerk shall abate each Taxing District's overall share of the taxes attributable to the Subject Property proportionate to its respective percentage of the total tax bill.

(d) Unless otherwise directed by a Taxing District, the reduction in tax revenue for each Taxing District due to the abatement shall be spread amongst and applied to each Taxing District's fund levies proportionately.

(e) Notwithstanding anything in this section to the contrary, and notwithstanding that such levies shall be taken into account when determining the total amount to abated, the County Clerk shall not abate any Taxing District's bond levy, pension levy, or any other levy required by statute or a court of competent jurisdiction to be extended, collected, and distributed for the benefit of a third-party.

(f) The County Clerk shall abate and extend taxes against the Subject Property in the manner substantially similar to the method shown on Exhibit "A."

(g) The County Clerk acknowledges, agrees, and stipulates that no further action on behalf of the Taxing Districts is required to initiate and implement the abatement, and the same

shall be effective and applied each tax year as required by this Agreement.

Section 3. Termination. Any party may terminate this Agreement upon written notice to each of the other parties in the event: (a) the Enterprise fails to meet the following employment goals for full time employees employed on the Subject Property: (i) 413 full-time employees by December 31, 2029; and/or (ii) 1,306 full-time employees by December 31, 2034; and/or (b) any party owning or affiliated with the Subject Property, be it the Enterprise, its successors, assigns, or lessees, or any party claiming through them, applies for an exemption from real estate taxation, pays its real estate taxes under protest, or files an action or participates in any proceeding before any court, agency, board, or official that would result in a reduction of the assessed valuation of the Subject Property or a refund of taxes already paid, in whole or in part.

Section 4. Default. Except as otherwise provided in this Agreement, the failure on the part of any party to comply with any material term, representation, warranty, covenant, agreement, or condition of this Agreement, that continues uncured for fifteen (15) days after written notice thereof, shall constitute an "Event of Default." No default by a party shall be actionable or be of other consequence unless and until it shall constitute an Event of Default.

Section 5. Remedies. In the Event of Default by one or more parties in the performance of any of the obligations under this Agreement, the remedies shall be specific performance (including payment of money), and such other rights or remedies as one or more parties may be entitled under this Agreement.

Section 6. Rights of Enforcement. Each of the parties, individually or in concert with others, shall have the right and authority to exercise and enforce any and all provisions of this Agreement, and no party shall be obligated to seek the approval of other parties before taking action in their own name.

Section 7. Authority. The parties represent to one another that they are each authorized to and have the power to enter into, and by proper action have duly authorized the execution, delivery and performance of the Agreement.

Section 8. Notices and Communications. All notices, demands, requests for reimbursement, or other communications under or in respect of this Agreement shall be in writing and shall be deemed to have been given when the same are (i) deposited in the United States mail and sent by first class mail, postage prepaid or (ii) delivered, in each case, to the parties at their respective addresses (or at such other address as each may designate by notice to the other), as follows:

- (1) County of Kankakee, 189 East Court Street, Kankakee, Illinois 60901, Attn: County Board Chairman.
- (2) Kankakee County Clerk, 189 East Court Street, Kankakee, Illinois 60901, Attn: Kankakee County Clerk.

- (3) Village of Manteno, 98 East Third Street, Manteno, Illinois 60950, Attn: President.
- (4) Manteno Township, 1030 Boudreau Road, Manteno Township, Illinois 60950, Attn: Supervisor.
- (5) Manteno-Rockville Multi-Township Assessment District, 85 North Main Street, Manteno, Illinois 60950, Attn: Assessor.
- (6) Manteno Township Highway Commissioner, 1030 Boudreau Road, Manteno Township, Illinois 60950, Attn: Highway Commissioner.
- (7) Kankakee Community College District No. 520, 100 College Drive, Kankakee, Illinois 60901, Attn: President.
- (8) Manteno Community Unit School District No. 5, 84 North Oak Street, Manteno, Illinois 60950, Attn: Superintendent.
- (9) Manteno Fire Protection District, 13 South Walnut, Manteno, Illinois 60950, Attn: Fire Chief.
- (10) Manteno Public Library District, 10 South Walnut, Manteno, Illinois 60950, Attn: Director.
- (11) Manteno Drainage District No. 3, _____, Manteno, Illinois 60950, Attn: Chairman.

Whenever any party hereto is required to deliver notices, certificates, opinions, statements or other information hereunder, such party shall do so in such number of copies as shall be reasonably specified.

Section 9. Illinois Law. This Agreement shall be deemed to be an intergovernmental agreement made under and shall be construed in accordance with and governed by the laws of the State of Illinois.

Section 10. Binding Effect. The parties intend that the terms and conditions of this Agreement shall be a covenant running with the land and shall be binding upon and inure to the benefit of the parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors, or lessees. The parties agree that the abatement shall continue to be applied, irrespective of ownership of the Subject Property, so long as the terms and conditions of this Agreement are met.

Section 11. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

Section 12. Written Modification. Neither this Agreement nor any provisions hereof may be changed, revised, modified, waived, discharged, terminated, or otherwise abrogated, diminished, or impaired other than by an instrument in writing duly authorized and executed by the all the parties.

Section 13. Entire Agreement. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersede all prior or contemporaneous negotiations, commitments, agreements, and writings, and all such other negotiations, commitments, agreements, and writings shall have no further force or effect, and the parties thereto shall have no further rights or obligations thereunder. Each of parties represent, warrant, covenant, and agree that no representation, warranty, covenant, or agreement shall be binding on the other party unless expressed in writing herein or by written modification pursuant to Section 12 hereof.

Section 14. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 15. Non-Waiver. None of the parties hereto shall be under any obligation to exercise any of the rights granted to them in this Agreement. The failure of a party to exercise at any time any right granted to said party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect such party's right to enforce that right or any other right.

Section 16. Severability. It is hereby expressed to be the intent of the parties that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby; but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

Section 17. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

Section 18. Third-Party Beneficiaries. Nothing in this Agreement is intended, nor shall it be interpreted, to create any rights or remedies to and in any third party. No claim as a third-party beneficiary under this Agreement by any person shall be made, or be valid, against the parties.

Section 19. Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the agreement of any official, officer, partner, member, director, agent, employee, planning consultant or attorney of any of the parties, in his or her

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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, parties have each caused this Agreement to be executed by their proper officers duly authorized to execute the same as of the date set forth beneath the signatures of their respective officers set forth below.

COUNTY OF KANKAKEE

KANKAKEE COUNTY CLERK

By: _____
Chairman

By: _____
County Clerk

Dated: August ____, 2023

Dated: August ____, 2023

VILLAGE OF MANTENO

MANTENO TOWNSHIP

By: Timothy O. Nugent
President

By: _____
Supervisor

Dated: August 7, 2023

Dated: August ____, 2023

MANTENO-ROCKVILLE ASS. DIST.

MANTENO TOWN. HWY COMM.

By: _____
Chairman

By: _____
Commissioner

Dated: August ____, 2023

Dated: August ____, 2023

KANKAKEE C.C. DISTRICT NO. 520

MANTENO C.U.S.D. NO. 5

By: _____
President

By: _____
President

Dated: August ____, 2023

Dated: August ____, 2023

MANTENO FIRE PROTECTION DIST.

MANTENO PUBLIC LIBRARY DIST.

By: _____
President

By: _____
President

Dated: August ____, 2023

Dated: August ____, 2023

MANTENO DRAINAGE DIST. NO. 3

By: _____
Chairman

Dated: August ____, 2023

EAV OF \$19,000.000
2022 TAX BILL

PIN: 03-02-20-200-009

TAX RATE	TAX AMOUNT	BEFORE ABATEMENT - TAX BILL TAX RATE	TAX AMOUNT	TAXING BODY	% OF TAX BILL	AMOUNT ABATED	AFTER ABATEMENT - TAX BILL NEW TAX	NEW RATE
0.7519%	\$ 372.42	0.7519%	\$ 372.42	Municipio Drainage	0.0058%	\$ -	\$ 372.42	0.7174%
0.3061%	\$ 66,869.15	0.3061%	\$ 66,869.15	Kankakee County	10.2580%	\$ 6,914.81	\$ 60,954.34	0.1081%
0.4770%	\$ 27,137.11	0.4770%	\$ 27,137.11	Kankakee Community College 520	4.0771%	\$ 3,157.74	\$ 23,979.37	0.0664%
0.0013%	\$ 42,296.27	0.0013%	\$ 42,296.27	KCC	60.5311%	\$ 40,807.09	\$ 1,489.18	0.0071%
0.0395%	\$ 535,566.49	0.0395%	\$ 535,566.49	Municipio Community Unit School Dist. No. 5 Pension	7.9840%	\$ 5,281.71	\$ 530,284.78	0.1788%
0.2218%	\$ 29,199.41	0.2218%	\$ 29,199.41	Municipio Fire	1.8175%	\$ 1,257.66	\$ 27,941.75	0.1776%
0.7201%	\$ 6,852.31	0.7201%	\$ 6,852.31	Municipio Library	0.5496%	\$ 369.02	\$ 6,483.29	0.0417%
0.1066%	\$ 16,333.28	0.1066%	\$ 16,333.28	Municipio Township	8.7305%	\$ 5,884.95	\$ 10,448.33	0.1081%
0.0071%	\$ 629.86	0.0071%	\$ 629.86	Village of Manteno	0.0000%	\$ -	\$ 629.86	0.0000%
0.0568%	\$ 4,016.54	0.0568%	\$ 4,016.54					
0.1800%	\$ 34,221.74	0.1800%	\$ 34,221.74					
0.1741%	\$ 15,946.56	0.1741%	\$ 15,946.56					
0.0045%	\$ 399.02	0.0045%	\$ 399.02					
0.5553%	\$ 49,239.24	0.5553%	\$ 49,239.24					
0.3487%	\$ 10,919.71	0.3487%	\$ 10,919.71					
10.5246%	\$ 918,198.46	10.5246%	\$ 918,198.46		100.0000%	\$ 67,406.66	\$ 850,791.80	0.9924%
TOTAL								

EAV OF \$1,000.000
2022 TAX BILL

PIN: 03-02-20-200-009

TAX RATE	TAX AMOUNT	BEFORE ABATEMENT - TAX BILL TAX RATE	TAX AMOUNT	TAXING BODY	% OF TAX BILL	AMOUNT ABATED	AFTER ABATEMENT - TAX BILL NEW TAX	NEW RATE
0.7539%	\$ 81.96	0.7539%	\$ 81.96	Municipio Drainage	0.0191%	\$ -	\$ 81.96	0.1715%
0.3083%	\$ 4,017.19	0.3083%	\$ 4,017.19	Kankakee County	10.4527%	\$ 61.74	\$ 3,955.45	0.1081%
0.4770%	\$ 1,624.80	0.4770%	\$ 1,624.80	Kankakee Community College 520	4.0746%	\$ -	\$ 1,624.80	0.0691%
0.0073%	\$ 2,041.71	0.0073%	\$ 2,041.71	KCC	60.4979%	\$ 1,461.40	\$ 580.31	0.0071%
0.0399%	\$ 38.90	0.0399%	\$ 38.90	Municipio Community Unit School Dist. No. 5 Pension	3.9790%	\$ 285.40	\$ 3,604.10	0.2279%
0.2218%	\$ 32,186.01	0.2218%	\$ 32,186.01	Municipio Fire	1.8602%	\$ 65.21	\$ 32,120.80	0.0100%
0.7201%	\$ 1,211.84	0.7201%	\$ 1,211.84	Municipio Library	0.4816%	\$ 19.85	\$ 1,191.99	0.0111%
0.1066%	\$ 1,842.00	0.1066%	\$ 1,842.00	Municipio Township	0.1742%	\$ 140.21	\$ 1,701.79	0.1081%
0.0071%	\$ 37.83	0.0071%	\$ 37.83	Village of Manteno	0.0000%	\$ -	\$ 37.83	0.0000%
0.0568%	\$ 17.83	0.0568%	\$ 17.83					
0.1800%	\$ 192.66	0.1800%	\$ 192.66					
0.1741%	\$ 2,026.06	0.1741%	\$ 2,026.06					
0.0045%	\$ 21.98	0.0045%	\$ 21.98					
0.5553%	\$ 2,928.96	0.5553%	\$ 2,928.96					
0.3487%	\$ 1,518.07	0.3487%	\$ 1,518.07					
10.1246%	\$ 53,343.32	10.1246%	\$ 53,343.32		100.0000%	\$ 1,347.72	\$ 52,000.00	0.9924%
TOTAL								

AGGREGATE TOTAL TAX LIABILITY
AGGREGATE ABATEMENT

\$ 2,000,000.00
\$ 2,000,000.00

EXHIBIT A

% SHARE ABATEMENT AMOUNT ABATE
PIN 4008 - 95% \$ 67,406.66
PIN 4009 - 5% \$ 1,547.72