

FY 2014
**ANNUAL TAX INCREMENT FINANCE
 REPORT**



**STATE OF ILLINOIS
 COMPTROLLER
 JUDY BAAR TOPINKA**

Name of Municipality: Village of Manteno Reporting Fiscal Year: **2014**
 County: Kankakee Fiscal Year End: **4/30/2014**
 Unit Code: 046 / 065 / 32

TIF Administrator Contact Information

First Name: Janice Last Name: Schulteis
 Address: 98 E Third Street Title: Resource Manager
 Telephone: 815-929-4844 City: Manteno Zip: 60950
 Mobile: _____ E-mail: jschulteis@villageofmanteno.com
 Mobile Provider: _____ Best way to contact: Email Phone
 Mobile Mail

I attest to the best of my knowledge, this report of the redevelopment project areas in: City/Village of _____
 is complete and accurate at the end of this reporting Fiscal year under the Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] Or the Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.]
Janice Schulteis 10-8-2014
 Written signature of TIF Administrator Date

Section 1 (65 ILCS 5/11-74.4-5 (d) (1.5) and 65 ILCS 5/11-74.6-22 (d) (1.5)*)

FILL OUT ONE FOR EACH TIF DISTRICT

Name of Redevelopment Project Area	Date Designated	Date Terminated
TIF #1 Central Bus Dist RPA	12/30/1986	

*All statutory citations refer to one of two sections of the Illinois Municipal Code: the Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] or the Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.]

SECTION 2 [Sections 2 through 5 must be completed for each redevelopment project area listed in Section 1.]

FY 2014

Name of Redevelopment Project Area:	Village of Manteno TIF #1
Primary Use of Redevelopment Project Area*:	Central Business
If "Combination/Mixed" List Component Types:	
Under which section of the Illinois Municipal Code was Redevelopment Project Area designated? (check one):	
Tax Increment Allocation Redevelopment Act <input checked="" type="checkbox"/>	Industrial Jobs Recovery Law <input type="checkbox"/>

	No	Yes
Were there any amendments to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] If yes, please enclose the amendment labeled Attachment A	X	
Certification of the Chief Executive Officer of the municipality that the municipality has complied with all of the requirements of the Act during the preceding fiscal year. [65 ILCS 5/11-74.4-5 (d) (3) and 5/11-74.6-22 (d) (3)] Please enclose the CEO Certification labeled Attachment B		X
Opinion of legal counsel that municipality is in compliance with the Act. [65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)] Please enclose the Legal Counsel Opinion labeled Attachment C		X
Were there any activities undertaken in furtherance of the objectives of the redevelopment plan, including any project implemented in the preceding fiscal year and a description of the activities undertaken? [65 ILCS 5/11-74.4-5 (d) (7) (A and B) and 5/11-74.6-22 (d) (7) (A and B)] If yes, please enclose the Activities Statement labeled Attachment D		X
Were any agreements entered into by the municipality with regard to the disposition or redevelopment of any property within the redevelopment project area or the area within the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (7) (C) and 5/11-74.6-22 (d) (7) (C)] If yes, please enclose the Agreement(s) labeled Attachment E		X
Is there additional information on the use of all funds received under this Division and steps taken by the municipality to achieve the objectives of the redevelopment plan? [65 ILCS 5/11-74.4-5 (d) (7) (D) and 5/11-74.6-22 (d) (7) (D)] If yes, please enclose the Additional Information labeled Attachment F	X	
Did the municipality's TIF advisors or consultants enter into contracts with entities or persons that have received or are receiving payments financed by tax increment revenues produced by the same TIF? [65 ILCS 5/11-74.4-5 (d) (7) (E) and 5/11-74.6-22 (d) (7) (E)] If yes, please enclose the contract(s) or description of the contract(s) labeled Attachment G	X	
Were there any reports or meeting minutes submitted to the municipality by the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)] If yes, please enclose the Joint Review Board Report labeled Attachment H		X
Were any obligations issued by municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and 5/11-74.6-22 (d) (8) (A)] If yes, please enclose the Official Statement labeled Attachment I	X	
Was analysis prepared by a financial advisor or underwriter setting forth the nature and term of obligation and projected debt service including required reserves and debt coverage? [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] If yes, please enclose the Analysis labeled Attachment J	X	
Cumulatively, have deposits equal or greater than \$100,000 been made into the special tax allocation fund? 65 ILCS 5/11-74.4-5 (d) (2) and 5/11-74.6-22 (d) (2) If yes, please enclose Audited financial statements of the special tax allocation fund labeled Attachment K		X
Cumulatively, have deposits of incremental revenue equal to or greater than \$100,000 been made into the special tax allocation fund? [65 ILCS 5/11-74.4-5 (d) (9) and 5/11-74.6-22 (d) (9)] If yes, please enclose a certified letter statement reviewing compliance with the Act labeled Attachment L		X
A list of all intergovernmental agreements in effect in FY 2010, to which the municipality is a part, and an accounting of any money transferred or received by the municipality during that fiscal year pursuant to those intergovernmental agreements. [65 ILCS 5/11-74.4-5 (d) (10)] If yes, please enclose list only of the intergovernmental agreements labeled Attachment M		X

* Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.

SECTION 3.1 - (65 ILCS 5/11-74.4-5 (d) (5) and 65 ILCS 5/11-74.6-22 (d) (5))

Provide an analysis of the special tax allocation fund.

FY 2014

TIF NAME: Village of Manteno TIF #1

Fund Balance at Beginning of Reporting Period \$ 642,331

Revenue/Cash Receipts Deposited in Fund During Reporting FY:	Reporting Year	Cumulative*	% of Total
Property Tax Increment	\$ 937,147	\$ 12,760,479	75%
State Sales Tax Increment		\$ 1,417,161	8%
Local Sales Tax Increment		\$ 1,620,384	10%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest	\$ 276	\$ 771,701	5%
Land/Building Sale Proceeds			0%
Bond Proceeds			0%
Transfers from Municipal Sources			0%
Private Sources			0%
Other: Kankakee Co Hwy reimb \$110,375; Bid packet revenue \$75; Wayfinder signs rental \$8,400.	\$ 118,850	\$ 469,783	3%

*must be completed where 'Reporting Year' is populated

Total Amount Deposited in Special Tax Allocation Fund During Reporting Period \$ 1,056,273

Cumulative Total Revenues/Cash Receipts \$ 17,039,508 100%

Total Expenditures/Cash Disbursements (Carried forward from Section 3.2) \$ 827,240

Distribution of Surplus \$ 135,096

Total Expenditures/Disbursements \$ 962,336

NET INCOME/CASH RECEIPTS OVER/(UNDER) CASH DISBURSEMENTS \$ 93,937

FUND BALANCE, END OF REPORTING PERIOD* \$ 736,268

* if there is a positive fund balance at the end of the reporting period, you must complete Section 3.3

SURPLUS*/(DEFICIT)(Carried forward from Section 3.3) \$ (17,765,512)

SECTION 3.2 A- (65 ILCS 5/11-74.4-5 (d) (5) and 65 ILCS 5/11-74.6-22 (d) (5))

FY 2014

TIF NAME: Village of Manteno TIF #1

ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND
(by category of permissible redevelopment cost, amounts expended during reporting period)

FOR AMOUNTS >\$10,000 SECTION 3.2 B MUST BE COMPLETED

Category of Permissible Redevelopment Cost [65 ILCS 5/11-74.4-3 (q) and 65 ILCS 5/11-74.6-10 (o)]	Amounts	Reporting Fiscal Year
1. Costs of studies, administration and professional services—Subsections (q)(1) and (o) (1)		
Illinois Tax Increment Association - membership dues	550	
Atlas Appraisal Service - property appraisals	2,550	
Tyson Engineering - misc engineering service	95	
Groskreutz, Schmidt, Abraham, et al - annual audit	2,000	
Louis F Cainkar - legal services	1,271	
Carlile Architects - roof redesign	11,387	
Main Street Plaza design	18,439	
		\$ 36,292
2. Cost of marketing sites—Subsections (q)(1.6) and (o)(1.6)		
		\$ -
3. Property assembly, demolition, site preparation and environmental site improvement costs. Subsection (q)(2), (o)(2) and (o)(3)		
52 S Walnut property purchase	143,597	
		\$ 143,597
4. Costs of rehabilitation, reconstruction, repair or remodeling of existing public or private buildings. Subsection (q)(3) and (o)(4)		
211 N Main St renovation Board Room	9,333	
211 N Main St Community Center audio/video/security	15,767	
Placques - Village hall / Police dept	2,156	
		\$ 27,256
5. Costs of construction of public works and improvements. Subsection (q)(4) and (o)(5)		
Decorative lights - Poplar/Walnut	7,930	
Irrigation - Village Hall/Community Center	26,755	
Main Street outdoor holiday tree	12,628	
Main Street lighting	20,868	
Memorial Park construction	159,901	
Traffic signal CH9/South Creek Dr (share cost with Kankakee Co Hwy)	248,850	
Wayfinder signage	1,779	
		\$ 478,711
6. Costs of removing contaminants required by environmental laws or rules (o)(6) - Industrial Jobs Recovery TIFs ONLY		
		\$ -

SECTION 3.2 A

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7. Cost of job training and retraining, including "welfare to work" programs Subsection (q)(5), (o)(7) and (o)(12)		
		\$ -
8. Financing costs. Subsection (q) (6) and (o)(8)		
Municipal Trust & Savings - Loan principal	100,000	
Municipal Trust & Savings - Loan interest	20,208	
		\$ 120,208
9. Approved capital costs. Subsection (q)(7) and (o)(9)		
Property tax rebate - Jerry Curwick	4,176	
Façade renovation - Ferne Felber	17,000	
		\$ 21,176
10. Cost of Reimbursing school districts for their increased costs caused by TIF assisted housing projects. Subsection (q)(7.5) - Tax Increment Allocation Redevelopment TIFs ONLY		
		\$ -
11. Relocation costs. Subsection (q)(8) and (o)(10)		
		\$ -
12. Payments in lieu of taxes. Subsection (q)(9) and (o)(11)		
		\$ -
13. Costs of job training, retraining advanced vocational or career education provided by other taxing bodies. Subsection (q)(10) and (o)(12)		
		\$ -

SECTION 3.2 A

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14. Costs of reimbursing private developers for interest expenses incurred on approved redevelopment projects. Subsection (q)(11)(A-E) and (p)(13)(A-E)		
		\$ -
15. Costs of construction of new housing units for low income and very low-income households. Subsection (q)(11)(F) - Tax Increment Allocation Redevelopment TIFs ONLY		
		\$ -
16. Cost of day care services and operational costs of day care centers. Subsection (q) (11.5) - Tax Increment Allocation Redevelopment TIFs ONLY		
		\$ -

TOTAL ITEMIZED EXPENDITURES		\$ 827,240
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SECTION 3.3 - (65 ILCS 5/11-74.4-5 (d) (5) 65 ILCS 11-74.6-22 (d) (5))

Breakdown of the Balance In the Special Tax Allocation Fund At the End of the Reporting Period

FY 2014

TIF NAME: Village of Manteno TIF #1

FUND BALANCE, END OF REPORTING PERIOD \$ 736,268

	Amount of Original Issuance	Amount Designated
1. Description of Debt Obligations		
General Obligation Note - purchase 98 E Third St	\$ 1,100,000	\$ 731,980
includes \$1,000,000 purchase + \$100,000 interest		

Total Amount Designated for Obligations \$ 1,100,000 \$ 731,980

2. Description of Project Costs to be Paid		
Land acquisition; demo; site prep; environmental		\$ 3,214,800
Public works improvements		\$ 13,365,300
Rehab public/private structures		\$ 358,000
Planning; legal; engineering; professional costs		\$ 831,700

Total Amount Designated for Project Costs \$ 17,769,800

TOTAL AMOUNT DESIGNATED \$ 18,501,780

SURPLUS*/(DEFICIT) \$ (17,765,512)

* NOTE: If a surplus is calculated, the municipality may be required to repay the amount to overlapping taxing

SECTION 4 [65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.6-22 (d) (6)]

FY 2014

TIF NAME: Village of Manteno TIF #1

Provide a description of all property purchased by the municipality during the reporting fiscal year within the redevelopment project area.

 No property was acquired by the Municipality Within the Redevelopment Project Area

Property Acquired by the Municipality Within the Redevelopment Project Area

Property (1):	
Street address:	52 S Walnut St
Approximate size or description of property:	8,800 sq ft w/bldg (to be demolished)
Purchase price:	141,228.00
Seller of property:	Daniel & Pamela Conway

Property (2):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (3):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (4):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

SECTION 5 - 65 ILCS 5/11-74.4-5 (d) (7) (G) and 65 ILCS 5/11-74.6-22 (d) (7) (G)

PAGE 1

FY 2014

TIF NAME: Village of Manteno TIF #1

SECTION 5 PROVIDES PAGES 1-3 TO ACCOMMODATE UP TO 25 PROJECTS. PAGE 1 MUST BE INCLUDED WITH TIF REPORT. PAGES 2-3 SHOULD BE INCLUDED ONLY IF PROJECTS ARE LISTED ON THESE PAGES

Check here if NO projects were undertaken by the Municipality Within the Redevelopment Project Area: _____			
ENTER total number of projects undertaken by the Municipality Within the Redevelopment Project Area and list them in detail below*.			13
TOTAL:	11/1/99 to Date	Estimated Investment for Subsequent Fiscal Year	Total Estimated to Complete Project
Private Investment Undertaken (See Instructions)	\$ 6,417,336	\$ -	\$ 6,417,336
Public Investment Undertaken	\$ 10,401,525	\$ -	\$ 10,401,525
Ratio of Private/Public Investment	29/47		29/47

Project 1: *IF PROJECTS ARE LISTED NUMBER MUST BE ENTERED ABOVE

Renovation incentive agreements (7)			
Private Investment Undertaken (See Instructions)	\$ 5,233,120		\$ 5,233,120
Public Investment Undertaken	\$ 416,554		\$ 416,554
Ratio of Private/Public Investment	12 9/16		12 9/16

Project 2:

Façade renovation projects (23)			
Private Investment Undertaken (See Instructions)	\$ 723,525		\$ 723,525
Public Investment Undertaken	\$ 428,424		\$ 428,424
Ratio of Private/Public Investment	1 31/45		1 31/45

Project 3:

Renovation grant agreements (2)			
Private Investment Undertaken (See Instructions)	\$ 460,691		\$ 460,691
Public Investment Undertaken	\$ 407,470		\$ 407,470
Ratio of Private/Public Investment	1 3/23		1 3/23

Project 4:

Downtown streetlight project			
Private Investment Undertaken (See Instructions)	\$ -		\$ -
Public Investment Undertaken	\$ 1,244,093		\$ 1,244,093
Ratio of Private/Public Investment	0		0

Project 5:

Downtown parking lots			
Private Investment Undertaken (See Instructions)	\$ -		\$ -
Public Investment Undertaken	\$ 982,117		\$ 982,117
Ratio of Private/Public Investment	0		0

Project 6:

Sewer lining project			
Private Investment Undertaken (See Instructions)	\$ -		\$ -
Public Investment Undertaken	\$ 734,608		\$ 734,608
Ratio of Private/Public Investment	0		0

Project 7:			
District sidewalks			
Private Investment Undertaken (See Instructions)	\$	-	\$ -
Public Investment Undertaken	\$	106,258	\$ 106,258
Ratio of Private/Public Investment		0	0

Project 8:			
Storm sewer project			
Private Investment Undertaken (See Instructions)	\$	-	\$ -
Public Investment Undertaken	\$	1,324,886	\$ 1,324,886
Ratio of Private/Public Investment		0	0

Project 9:			
Downtown streetscape			
Private Investment Undertaken (See Instructions)	\$	-	\$ -
Public Investment Undertaken	\$	1,498,218	\$ 1,498,218
Ratio of Private/Public Investment		0	0

Project 10:			
District street improvements			
Private Investment Undertaken (See Instructions)	\$	-	\$ -
Public Investment Undertaken	\$	2,255,864	\$ 2,255,864
Ratio of Private/Public Investment		0	0

Project 11:			
Public buildings renovations			
Private Investment Undertaken (See Instructions)	\$	-	\$ -
Public Investment Undertaken	\$	778,871	\$ 778,871
Ratio of Private/Public Investment		0	0

Project 12:			
Downtown improvement & zoning plans			
Private Investment Undertaken (See Instructions)	\$	-	\$ -
Public Investment Undertaken	\$	129,340	\$ 129,340
Ratio of Private/Public Investment		0	0

Project 13:			
Main Street banner/signage promotion project			
Private Investment Undertaken (See Instructions)	\$	-	\$ -
Public Investment Undertaken	\$	94,822	\$ 94,822
Ratio of Private/Public Investment		0	0

Project 14:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment		0	0

Project 15:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment		0	0

Optional: Information in the following sections is not required by law, but would be helpful in evaluating the performance of TIF in Illinois. *even though optional MUST be included as part of complete TIF report

SECTION 6

FY 2014 Village of Manteno TIF #1

TIF NAME:

Provide the base EAV (at the time of designation) and the EAV for the year reported for the redevelopment project area

Year redevelopment project area was designated	Base EAV	Reporting Fiscal Year EAV
1986	\$ 3,977,171	

List all overlapping tax districts in the redevelopment project area. If overlapping taxing district received a surplus, list the surplus.

_____ The overlapping taxing districts did not receive a surplus.

Overlapping Taxing District	Surplus Distributed from redevelopment project area to overlapping districts
Kankakee County	\$ 14,370
Kankakee County Community College	\$ 6,523
Manteno School District	\$ 76,953
Manteno Fire Protection District	\$ 11,868
Manteno Township Assessor	\$ 1,017
Manteno Township Road	\$ 6,200
Manteno Township	\$ 2,535
Manteno Village	\$ 12,982
Manteno Library	\$ 2,648
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -

SECTION 7

Provide information about job creation and retention

Number of Jobs Retained	Number of Jobs Created	Description and Type (Temporary or Permanent) of Jobs	Total Salaries Paid
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

SECTION 8

Provide a general description of the redevelopment project area using only major boundaries:

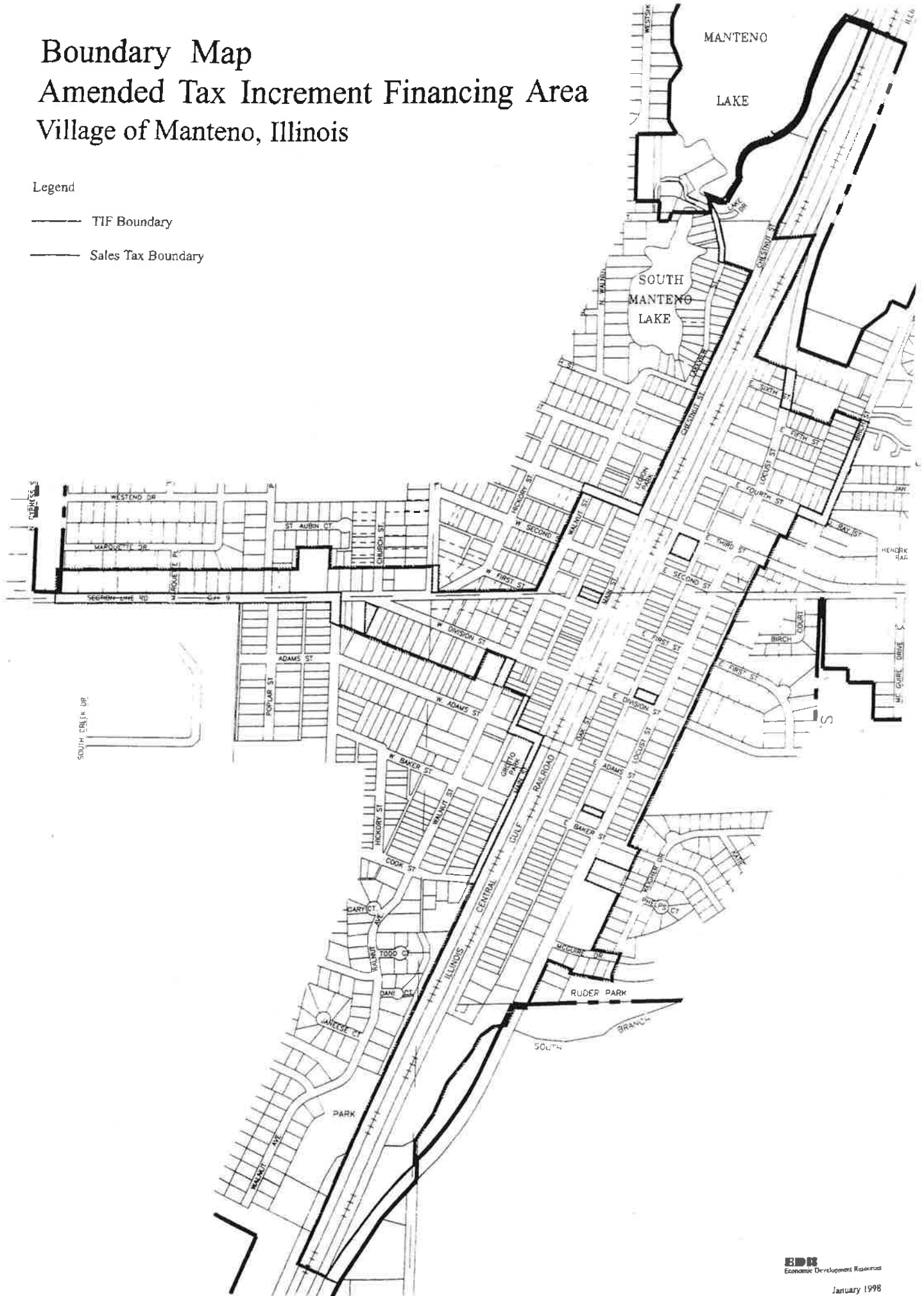
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Optional Documents	Enclosed
Legal description of redevelopment project area	
Map of District	X

Boundary Map Amended Tax Increment Financing Area Village of Manteno, Illinois

Legend

- TIF Boundary
- Sales Tax Boundary

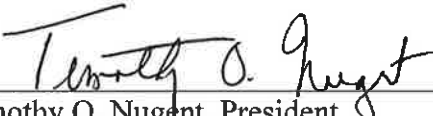


TIMOTHY O. NUGENT, Village President

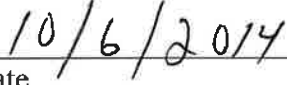
ALISA BLANCHETTE, Village Clerk
BERNIE THOMPSON, Village Administrator

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

I, Timothy O. Nugent, the duly elected President of the Village of Manteno, Illinois, County of Kankakee, State of Illinois, do hereby certify that the Village of Manteno has complied with all requirements pertaining to the Tax Increment Redevelopment Allocation Act . [65 ILCS 5/11-74.4-5 (d) (3) and 5/11-74.6-22 (d) (3)], during the current municipal fiscal year (May 1, 2013 – April 30, 2014).



Timothy O. Nugent, President
Village of Manteno



Date

LAW OFFICES

ATTACHMENT C

LOUIS F. CAINKAR, LTD.

30 NORTH LA SALLE STREET-SUITE 3922

CHICAGO, ILLINOIS 60602-3333

312/236-3985

FACSIMILE 312/236-3989

VINCENT CAINKAR
MICHAEL G. CAINKAR
GARY S. PERLMAN
JOSEPH CAINKAR

SUBURBAN OFFICE:
6215 WEST 79TH STREET-SUITE 2A
BURBANK, ILLINOIS 60459-1102
708/430-3988

October 7, 2014

Illinois Office of the Comptroller
Local Government Division
100 West Randolph Street, Suite 15-500
Chicago, IL 60601

Re: **Village of Manteno TIF No. 1**
Central Business District Redevelopment Project Area

Gentlemen:

This office represents the Village of Manteno. It is my opinion that the Village of Manteno has complied with all of the requirements of the Tax Increment Allocation Redevelopment Act for the period of May 1, 2013 through April 30, 2014.

Yours truly,


Joseph Cainkar
Village Attorney

JC:se

ATTACHMENT D

2014 PROJECT COSTS VILLAGE OF MANTENO TIF #1

Public Works Const./Improve.		\$	478,711
Main St lighting	20,868		
Main St holiday tree	12,628		
Decorative Streetlights Poplar/Walnut	7,930		
Irrigation – Village Hall/Community Ctr	26,755		
Memorial Park Construction	159,901		
Traffic signal - Division & South Creek Dr	248,850		
Wayfinder signage	1,779		
Rehab, Reconst, Repair		\$	48,432
211 N Main Bd Rm renovation	11,489		
211 N Main Community Ctr renovation	15,767		
Façade Ferne Felber	17,000		
Curwick prop tax rebate Oak St	4,176		
Financing Costs		\$	120,208
Municipal Trust - Principal	100,000		
Municipal Trust - Interest	20,208		
Property Assembly		\$	143,597
52 S Walnut (purchase, demo, site prep)	143,597		
(Professional) Studies, Surveys, Plans		\$	36,292
ITIA membership	550		
Louis Cainkar Law Office	1,271		
Atlas Appraisal Service	2,550		
Carlile Architects PD roof	11,387		
Carlile Architects Main St Plaza	18,439		
Tyson Engineering, misc	95		
Groskreutz, Schmidt etal Audit	2,000		
Surplus Disbursed		\$	135,096
Taxing Districts	135,096		
		<u>FY 2014 TOTAL ALL</u>	
		<u>PROJECTS:</u>	<u>\$ 962,336</u>

ATTACHMENT E

ORDINANCE NO. 13-16

AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF MANTENO AND MANTENO COMMUNITY UNIT DISTRICT NO. 5

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 Redevelopment Agreement Between the Village of Manteno and Manteno Community Unit District No. 5 for a Redevelopment Project at 84 North Oak Street in the Village of Manteno Central Business TIF District No. 1, in substantially the form attached hereto, is hereby approved for and on behalf of the Village. The Mayor and Village Clerk are hereby authorized to execute the same for and on behalf of the Village with such changes as deemed necessary by the Village Attorney.

Section 2

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

This ordinance was passed and deposited in the office of the Village Clerk of the Village of Manteno this 7th day of October, 2013.



ALISA BLANCHETTE, Village Clerk

APPROVED by me this 7th day
of October, 2013.


TIMOTHY O. NUGENT, Mayor

**REDEVELOPMENT AGREEMENT BETWEEN THE
VILLAGE OF MANTENO AND MANTENO COMMUNITY
UNIT DISTRICT NO. 5 FOR A REDEVELOPMENT
PROJECT AT 84 NORTH OAK STREET IN THE VILLAGE
OF MANTENO CENTRAL BUSINESS TIF DISTRICT NO. 1**

This Redevelopment Agreement dated as of October 7, 2013 (the "Redevelopment Agreement"), is made by and among the VILLAGE OF MANTENO, an Illinois municipal corporation (the "Village"), and MANTENO COMMUNITY UNIT DISTRICT NO. 5, an Illinois unit of government (the "District").

RECITALS

This Redevelopment Agreement is made with respect to the following facts:

A. *Statutory Authority.* The Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 11-74.4-1 *et seq.*, as amended and supplemented from time to time (the "Act"), to pay for or reimburse eligible redevelopment project costs for redevelopment projects including the cost of rehabilitation, reconstruction, repair or remodeling of existing public buildings, fixtures, and leasehold improvements.

B. *Village Authority.* To induce redevelopment pursuant to the Act, the Mayor and Board of Trustees of the Village have, after giving all notices required by law and conducting all public hearings required by law, duly established the Village of Manteno Central Business TIF District No. 1 (the "Redevelopment Project Area"), has adopted a redevelopment plan (the "Redevelopment Plan") therefor and has created a special tax allocation fund (the "Special Tax Allocation Fund") therefor.

C. *District Property.* The District owns the property located at 84 North Oak Street, Manteno, Illinois (the "District Property") which is located within the Redevelopment Project Area.

D. *District Project.* The District has and intends to rehabilitate, reconstruct, repair and remodel its existing public building (the "District Project") on the District Property, all as substantially described on the attached Exhibit A.

E. *Redevelopment According to Plan.* The District Property will be developed in substantial conformity with the Redevelopment Plan and will be undertaken in accordance with applicable Village ordinances and this Redevelopment Agreement. The District Project is consistent with the Redevelopment Plan.

F. *Village Financing.* The Village has determined to reimburse the District a maximum of \$30,000 paid by the District for the District Project upon the presentation of documents to the Village detailing the payment of expenses for the District Project.

Now, therefore, in consideration of the mutual covenants and Redevelopment Agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1

RECITALS INCORPORATED

1.1 *Recitals Incorporation as Substantive Provisions.* The foregoing recitals are hereby incorporated into and made a substantive part of this Redevelopment Agreement by reference and shall be binding upon the parties hereto.

SECTION 2

DISTRICT PROJECT

2.1 *Construction of District Project.* The District will cause the District Project to be constructed in substantial compliance with this Redevelopment Agreement. If Village permits are required for any of the District Project, the District agrees to submit plans as required by the ordinances of the Village. All work governed by Village ordinances or State law shall be done in full compliance with such provisions.

2.2 *Future Incentives for Development.* The District acknowledges that the Village is under no obligation to grant incentives other than as provided herein for this District Project.

SECTION 3

REDEVELOPMENT PROJECT COSTS

3.1 *Costs and Sources of Funds.* The District agrees to pay all contractors, subcontractors and material suppliers for all reasonable and necessary costs of the District Project. The Village is under no obligation to pay directly any costs of the District Project as its obligation is solely to reimburse the District for eligible redevelopment project costs pursuant to the terms of this Redevelopment Agreement.

3.2 *Reimbursement.* Upon completion of the District Project, the District shall submit documentation to the Village detailing the costs and expenses thereof, evidence of payment thereof. The Village shall reimburse the District within 45 days after its approval of the documentation submitted by the District.

3.3 *Not General Obligation.* The sole and only source for the payment to the District is the Special Tax Allocation Fund of the Redevelopment Project Area. No person shall have the right to compel the exercise of any taxing power of the Village for payment thereof. No obligation of the Village under this Redevelopment Agreement shall constitute an indebtedness of the Village or a loan of credit thereof.

3.4 *Assignment.* The rights of the District under this Redevelopment Agreement are not assignable and are not subject to lien or collateral assignment without the express written consent of the Village, which the Village can withhold upon its unilateral determination for no or any cause.

SECTION 4

COVENANTS/REPRESENTATIONS/ WARRANTIES OF THE DEVELOPER

4.1 *Public Improvements.* If applicable, the District shall comply with the provisions of the Prevailing Wage Act, 820 ILCS 130/0.01, *et seq.*

4.2 *Completion of District Project.* The District agrees that the District Project shall be completed by December 31, 2013.

SECTION 5

INDEMNIFICATION

5.1 *District Indemnification of Village.* The District agrees to indemnify, defend and hold the Village harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonably attorneys' fees and court costs) suffered or incurred by the Village arising from or in connection with: (i) the construction of District Project, (ii) the District's failure to comply with any of the terms, covenants and conditions contained within this Redevelopment Agreement, (iii) the existence of any material misrepresentation or omission in this Redevelopment Agreement that is the result of information supplied or omitted by the District or its agents, employees, contractors or persons acting under the control or at the request of the District, (iv) the District's failure to cure any misrepresentation by the District in this Redevelopment Agreement; or, (v) violation of any law applicable or governing the District Project.

5.2 *Defense of Redevelopment Project Area and Redevelopment Agreement.* In the event that any court or governmental agency having jurisdiction over enforcement of the Act and the subject matter contemplated by this Redevelopment Agreement shall determine that this Redevelopment Agreement is contrary to law, or in the event that the legitimacy of the Redevelopment Project Area is otherwise challenged before a court or governmental agency having jurisdiction thereof, the Village will defend the integrity of such areas and this Redevelopment Agreement.

SECTION 6

MAINTAINING RECORDS/RIGHT TO INSPECTION

6.1 *Books and Records.* The District shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the District Project and the disposition of all funds from whatever source allocated thereto, and to monitor the District Project. All such books, records and other documents shall be available at the District's offices for inspection, copying, audit and examination by an authorized representative of the Village.

6.2 *Inspection Rights.* Upon 5 calendar days' notice, any authorized representative of the Village shall have access to all portions of the District Project and the District Property during normal business hours for the term of the Redevelopment Agreement for the purpose of determining compliance with this Redevelopment Agreement. Building inspectors of the Village shall have access to the District Property at all times without prior notice. Any Village representative on the construction site shall comply with OSHA.

SECTION 7

EVENTS OF DEFAULT

7.1 *Events of Default.* The occurrence of any one or more of the following events, subject to the provisions of Section 7.3, shall constitute an "Event of Default" hereunder by the applicable party:

(a) the failure of a party to perform, keep or observe, in all material respects, the covenants, conditions, promises, Redevelopment Agreements or obligations of such party under this Redevelopment Agreement or any related Redevelopment Agreement;

(b) the making or furnishing by a party of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Redevelopment Agreement or any related Redevelopment Agreement which, when made, is or was materially untrue or materially misleading in any material respect;

(c) the commencement or any proceedings in bankruptcy by or against a party or for its liquidation or reorganization, or alleging that such party is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of a party's debts, whether under the United States Bankruptcy code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving such party; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within 90 days after the commencement of such proceedings;

(d) the appointment of a receiver or trustee for a party, for any substantial part of such party's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of such party; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within 90 days after the commencement thereof; or

(e) the entry of any judgment or order against a party in an amount in excess of \$100,000 which remains unsatisfied or undischarged and in effect for 90 days after such entry without a stay of enforcement or execution.

7.2 *Suspension of Disbursements.* Upon the occurrence of an Event of Default, the Village may suspend all reimbursement to the District. The Village may, in any court of competent jurisdiction by any other action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to, injunctive relief or the specific performance of this Redevelopment Agreement.

7.3 *Curative Period.* In the event a party to this Redevelopment Agreement shall fail to perform a monetary covenant which it is required to perform under this Redevelopment Agreement, notwithstanding any other provision of this Redevelopment Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless that party has failed to perform such monetary covenant within 30 days of its receipt of a written notice from the other party specifying that it has failed to perform such monetary covenant. In the event a party to this Redevelopment Agreement shall fail to perform a monetary or non-monetary covenant which it is required to perform under this Redevelopment Agreement, notwithstanding any other provision of this Redevelopment Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless that party has failed to cure such default within 60 days of its receipt of a written notice from the other party specifying the nature of this default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such 60-day period, the District shall not be deemed to have committed an Event of Default under this Redevelopment Agreement if it has commenced to cure the alleged default within such 60-day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

7.4 *Termination of Proceedings.* In case the Village or District shall have proceeded to enforce any right under this Redevelopment Agreement, and such proceeding or other action shall have been discontinued or abandoned for any reason (including a determination that no Event of Default has occurred and continues to exist), or such proceeding or other action shall have been determined adversely, then and in every such case, the Village and the District shall be restored to their former positions and rights hereunder, respectively, with regard to the District Property or rights subject to this Redevelopment Agreement, and all rights, remedies and powers of the parties hereto shall continue as if no such proceeding had been taken.

SECTION 8

NOTICE

8.1 *Notice.* Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) telecopy or facsimile; (c) overnight courier; (d) email; or (e) certified mail, return receipt requested:

IF TO VILLAGE:

Village of Manteno
98 East Third Street
Manteno, IL 60950
Attention: Mayor
TimNugent@aol.com
Fax: 815-468-8240

and to:

Vincent Cainkar
6215 West 79th Street, Suite 2A
Burbank, IL 60459
vcainkar@aol.com
Fax: 708-430-4092

IF TO DEVELOPER:

Manteno Community Unit District No. 5
Attention: Lisa M. Harrod, Superintendent
84 North Oak Street
Manteno, IL 60950-1522
lharrod@manteno5.org
Fax: 815-468-6439

and to:

Canna and Canna Ltd.
10703 West 159th Street
Orland Park, IL 60467
jack_canna@cannalaw.com
Fax: 708-349-8272

SECTION 9

MISCELLANEOUS

9.1 *Amendment.* This Redevelopment Agreement and the Exhibits attached hereto may not be amended without the prior written consent of the Village and the District. Consent of the Village must be approved by the Mayor and Board of Trustees at a Board meeting.

9.2 *Entire Redevelopment Agreement.* This Redevelopment Agreement (including the Exhibits attached hereto) and the documents, agreements and other instruments to which reference is made herein or therein constitute the entire agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

9.3 *Limitation of Liability.* No member, official or employee of the Village shall be personally liable to the District or any successor in interest in the event of any default or breach by the Village or for any amount which may become due to the District from the Village or any successor in interest or on any obligation under the terms of this Redevelopment Agreement. No member, official or employee of the District shall be personally liable to the Village in the event of any default or breach by the District or for any amount which may become due to the Village from the District or any successor in interest or on any obligation under the terms of this Redevelopment Agreement. The sole remedies of the District for any breach of this Redevelopment Agreement are specific performance, *mandamus* or *quo warranto*.

9.4 *Further Assurances.* The District and the Village agree to take certain actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Redevelopment Agreement.

9.5 *Waiver.* Waiver by the Village and the District with respect to any breach of this Redevelopment Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the Village or the District in writing.

9.6 *Enforceability of the Redevelopment Agreement.*

(a) This Redevelopment Agreement shall be enforceable in any court of competent jurisdiction by any of the parties by an appropriate action at law or in equity to secure the performance of the provisions and covenants herein described.

(b) Any violation of this Redevelopment Agreement by a party shall entitle the other party to the remedy of specific performance, and any other remedy available at law or in equity, but in no event shall any judgment for monetary damages or award be entered against the Village, its officers or employees or against the members, managers, or employees of the District.

(c) All remedies provided for in this Redevelopment Agreement are cumulative and the election or use of any particular remedy by any of the parties hereto shall not preclude that party from pursuing such other or additional remedies or such other or additional relief as it may be entitled to either in law or in equity.

9.7 *Disclaimer.* Nothing contained in this Redevelopment Agreement, nor any act of either or both parties to this Redevelopment Agreement, shall be deemed construed by any of the parties or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship by or among such parties except as expressly set forth herein.

9.8 *Headings.* The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

9.9 *Counterparts.* This Redevelopment Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Redevelopment Agreement.

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

9.11 *Governing Law.* This Redevelopment Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

9.12 *Form of Documents.* All documents required by this Redevelopment Agreement to be submitted, delivered or furnished to the Village shall be in form and content satisfactory to the Village, which approval shall not be unreasonably withheld or delayed.

9.13 *Binding Effect.* This Redevelopment Agreement shall be binding upon the District, the Village and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the District, the Village and their successors and permitted assigns (as provided herein).

9.14 *Force Majeure.* Neither the Village nor the District nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Redevelopment Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, litigation concerning the District Project or the Redevelopment Project Area, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below-freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder.

9.15 *Exhibits.* All of the exhibits attached hereto are incorporated herein by reference.

9.16 *Third Parties.* Nothing in this Redevelopment Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Redevelopment Agreement on any other persons other than the Village and District, nor is anything in this Redevelopment Agreement intended to relieve or discharge the obligation or liability of any third persons to either the Village or District, nor shall any provision give any third parties any rights of subrogation or action over or against either the Village or District. This Redevelopment Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

9.17 *Time of the Essence.* Time is of the essence of this Redevelopment Agreement.

9.18 *Cooperation.* The Village and District each covenants and agrees that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such Redevelopment Agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better clarifying, assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the Village or District or other appropriate persons all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Redevelopment Agreement.

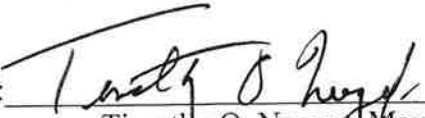
9.19 *Assignment and Successors in Interest.* This Redevelopment Agreement may not be assigned by the District. Nothing herein contained shall be construed as a prohibition against District leasing or conveying any District Property upon the completion of construction of the District Project.

9.20 *No Joint Venture, Agency or Partnership Created.* Nothing in this Redevelopment Agreement, nor any actions of the parties to this Redevelopment Agreement, shall be construed by the parties or any third person to create the relationship of a partnership, agency or joint venture between or among such parties.

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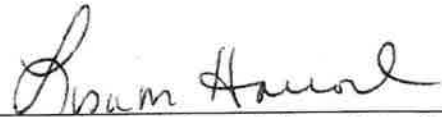
IN WITNESS HEREOF, the parties hereto have executed and delivered this Redevelopment Agreement in the State of Illinois, on the date first written above.

VILLAGE OF MANTENO,
a municipal corporation

By: 
Timothy O. Nugent, Mayor

Attest: 
Alisa Blanchette, Village Clerk

MANTENO COMMUNITY UNIT DISTRICT NO. 5,
an Illinois municipal corporation

By: 
Lisa M. Harrod, Superintendent

KEVIN NUGENT CONSTRUCTION INC.

106 Mooney Drive
BOURBONNAIS, IL 60914

(815) 929-1673
Fax (815) 929-1872

TO: MANTENO CUSD #5
84 NORTH OAK
MANTENO, IL 60950

CHAO
815 693 2540

PHONE	DATE 9/17/2013
JOB NAME / LOCATION OAK STREET LOCATION	
JOB NUMBER	JOB PHONE

We hereby submit specifications and estimates for:

REMOVE EXISTING DOORS AND FRAMES AT SCHOOL DISTRICT OFFICE.
 EACH OPENING CONSIST OF A 3/0 X 7/0 DOOR WITH FRAME AND HARDWARE.
 REPLACE DOORS AND FRAMES AT TWO LOCATIONS FACING OAK STREET.
 INSTALL NEW DOORS AND FRAMES WITH LOOKING GLASS OR FULL GLASS VIEW.
 DOORS TO HAVE HEAVY DUTY CLOSURES, PANIC HARDWARE AND LOCKS.
 ALL DOORS TO HAVE NEW DRYWALL RETURNS FINISHED AND PAINTED.

DOORS TO BE STEEL WITH HOLLOW METAL FRAMES.	\$5,784.00
DOORS TO BE FRP WITH HOLLOW METAL FRAMES.	\$6,826.00
DOORS TO BE ALL GLASS WITH ALUMINUM FRAMES.	\$7,914.00

ELECTRIC SECURITY TIE IN AT DOOR BY OTHERS.

We Propose hereby to furnish material and labor — complete in accordance with the above specifications, for the sum of: _____ dollars (\$) _____).

Payment to be made as follows:

MONTHLY PROGRESS PAYMENTS/ BALANCE UPON COMPLETION

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Authorized Signature _____

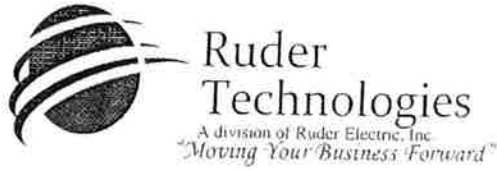
Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance: _____



1075 Lesco Road
Kankakee, IL 60901
(815) 933-9300
Fax (815) 939-1189

Table with 2 columns: DATE, ESTIMATE NO.
Row 1: 09/17/2013, 13-09-018

Proposal Submitted To:
Manteno Community Unit District #5
84 N. Oak Street
Manteno, IL 60950
Attn: Thomas Steele
PH# (815) 928-7006 FX# (815)

We hereby submit specifications and estimates for: District Offices - Security Upgrades REV 2

Door Intercom System

- Install one (1) outdoor intercom station with surface mount box at north door
Install three (3) intercom master stations in the office area
Install three (3) intercom power supply adapters
Install intercom cabling as required to each location

Wireless Door Release

- Install one (1) wireless receiver unit
Provide five (5) wireless transmitters
Install cabling to door control panel for connection to electric lock

Security Camera

- Install one (1) outdoor IP dome camera at the north door area
Install one (1) cat-6 network cable from network closet to camera location
Install one (1) cat-6 network cable from network closet to client workstation location in office area
Install one (1) HDMI video splitter unit
Install one (1) HDMI extender unit and cat-5e cabling
Install one (1) 22" LED flat panel monitor with wall mount bracket
Install one (1) 40" LED flat panel monitor with wall mount bracket
Install four (4) HDMI connector cables as required
Relocate and adjust three (3) existing cameras
Install two (2) electrical receptacles for monitors and connect to existing circuits

Door Access Control

- Install access control cables for prox reader and electric strike to each of three (3) doors total

TOTAL PROPOSAL AMOUNT \$9,230.00

Note(s):

- [1] Installation work to be performed during normal work hours (M-F, 7:00am - 3:30pm).
[2] The computer required for connection of video monitors to be provided by others.
[3] The computer for video displays will required HDMI video connection.
[4] The electrified lock required at the north door to be provided and installed by others.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or division from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Note: This proposal may be withdrawn by us, if not accepted within 30 days of proposal date listed above.

Authorized Signature Jeff Memenga

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above.

Signature
Date



1550 Shore Road Naperville, IL 60563 Phone: 630 359 2900 Fax: 630 359 1211

September 6, 2013

PROPOSAL

Tom Steele
IT
Manteno School District
Manteno IL

Email: tsteele@manteno5.org

Project: Administration Building Access Control Addition
Subject: Security Proposal

Dear Mr. Steele,

Thank you for allowing Sound Incorporated the opportunity to provide you with a proposal for the Security System for Manteno School District. We have made every effort to be complete and thorough in our proposal which is based on the information we have discussed during our emails and site visit about the project. Please keep in mind that we have worked with our suppliers and manufacturers and valued engineered the system to fit the size and scope of work of the system.

Enclosed please find Sound Incorporated's proposal package which includes the following documents:

1. Total Investment
2. List of equipment
3. Warranty
4. Clarifications
5. Terms

Our team of professionals is looking forward to working with you. After you have reviewed our proposal, we would like to have an opportunity to sit down with you and review our scope of work and design of the system.

Should you have any questions, please contact me at (630) 369-2900 extension 181.

Sincerely,

SOUND INCORPORATED

A handwritten signature in black ink, appearing to read 'Michael Banish', is written over the printed name.

Michael Banish
Account Executive



PROPOSAL

550 Stone Road, Naperville, IL 60563 Phone: 630 369 2900 Fax: 630 369 1211

**Total Investment
For
Administration Building Access Control Addition**

Base Bid – Main Door IN / OUT Card Readers and Panels **\$ 7,000.00**

Option 1 – Rear / Superintendent Doors IN / OUT Card Reader Adds **\$ 4,150.00**

Accept _____ Decline _____

The following equipment shall be furnished and installed:

Admiration Building Access Control Additions		
		<i>Current System can only support (5) Additional Card Readers. This project (including adds FIVE new Card Readers; meaning one existing card reader will need to be disabled in order for this to work. Please work with Tom Steele for the existing card reader to be removed from the programming.</i>
1	LNL-600ULX-4CB6	Lenel UL Listed Power Supply – 12VDC or 24VDC 6A output (switch selectable), 120VAC (1.6 amps) input, continuous supply current with enclosure (18”x 24” x 4.5”), lock, tamper switch, power distribution module, UPS capable (Battery Optional) UL & CUL Approved
1	AL600ULACM	AL600ULX with ACM8 power controller Fire/Access interface installed
2	LC2	6 ft. Grounded 3-Wire Line Cord. <i>Plug Panels into adjacent Network Rack UPS.</i>
3.	ES7-12	12VDC/7AH, For use with Power Supply/Chargers
1	LNL-2220	Intelligent Dual Reader Controller – 12 VDC or 24 VDC @ 700mA, size (6" (152mm) W x 8" (203mm)L x 1" (25mm)H), (5 year lithium battery or 3 months full run) 8 MB standard cardholder flash memory, 512K of Event memory, maximum of 31 devices, On-board Ethernet, on-board two door control, eight inputs, four outputs, cabinet tamper and power fault input monitors. RoHS, CE marked and UL Pending
1	MM25-AXC6-06	Cat 6 modular patch cord, 25', blue
		In / Out Card Readers
2	6145CKN0007G30L	PIV-II iCLASS RP15 MultiCLASS Read Only Multi Technology Reader; HID and LenelProx; iCLASS & GSA approved PIV-II



PROPOSAL

1550 Sierra Road, Naperville, IL 60563 Phone: 630 369 2900 Fax: 630 369 1211

		Technologies; Wiegand 200 bit Output Tall Mullion Mount size; 5 - 12 VDC 50/75mA @12 VDC; color BLACK (artwork code L110317)
1	Labor	Connect to Electronic Locking Hardware
1	Labor	Labor to program and Terminate reception door release button. All equipment and cable provided and installed by others. Sound Inc. is programming and making final contact closure terminations on new Lenel panels.
1	Labor	Labor to program and Terminate contact closure from existing alarm panel. All equipment and cable provided and installed by others. Sound Inc. is programming the ability to send a contact closure to the alarm system upon approved card reader. All burglar alarm programming by others.
		No DC's or REX's
		Cable by Others
		Network By Owner
		Electronic Locking Hardware by Others

		Optional Doors
		Install in New Panel (Base Bid)
2	LNL-1320	Dual Reader Interface Module – 12 VAC or 12 VDC, 2 Reader interface, W/M, 8 inputs, 6 (5A) form C relays (UL Approved)
4	6145CKN0007G30L	PIV-II iCLASS RP15 MultiCLASS Read Only Multi Technology Reader; HID and LenelProx; iCLASS & GSA approved PIV-II Technologies; Wiegand 200 bit Output Tall Mullion Mount size; 5 - 12 VDC 50/75mA @12 VDC; color BLACK (artwork code L110317)
2	Labor	Connect to Electronic Locking Hardware
		No DC's or REX's
		Cable by Others
		Network By Owner
		Electronic Locking Hardware by Others

Warranty and Maintenance

The equipment furnished and installed by Sound Inc. under this proposal shall be warranted for one (1) year. Batteries both internal and external, used for system power back up are consumables, and are not covered by warranty. The normal working life is two years and they should be replaced on a two-year schedule.



1500 Stone Road, Naperville, IL 60563 Phone: 630 359 2300 Fax: 630 359 2301

PROPOSAL

Clarifications

The following are Clarification points to be addressed to assume proposal as a complete package.

- All work to be completed during normal business hours (7:00AM to 3:30PM, Monday thru Friday excluding holidays) and overtime excluding Sundays.
- Please allow 4-6 weeks for equipment, engineering, scheduling and coordination.
- Sound Inc will need free access to all areas related to the work.
- The proposal does not include any raceway, conduit, sleeves, coring, back boxes or 120 VAC power, where required.
- Electric Strike, Electrified locking hardware, Electrified Panic hardware, Door Operators and Overhead Doors are to be provided by others.
- All cable is to be provided and installed by others adhering to the manufactures requirements.
- All painting and patching, if required, done by others.
- All card reader data entry by others.
- All issuance of badges by others.
- Fire Alarm contractor is to supply us the necessary points to interface the security system with the fire alarm system. These points must be provided at our panel locations.
- Owner to provide all the necessary IP addresses for the network devices.
- All Servers, PCs require a minimum of Microsoft Windows 7 operating system.
- Virtual computer configurations are not supported by proposed software.
- Should any existing equipment, or communications media (i.e. cables, fiber optics, etc.) be used on this contract Sound Incorporated does not warrant the operation of said equipment, and as such should any faults be found with existing equipment we reserve the right to make additional charges to rectify such faults. All such faults will be reported to the client prior to rectification.
- Surge Suppressors are required to be working and in place for system components where applicable.
- Due to the volatile market, this proposal can only be valid for a maximum of ninety days and may be subject to cost adjustment resulting from manufacture component shortages, international production crises, market equipment values, etc....
- Drawings and training not included.

Terms

30% due upon order acknowledgement, 30% due upon equipment delivery, 30% due upon completion, 10% due upon acceptance.



PROPOSAL

1550 Shore Road, Naperville, IL 60563 Phone: 630 769 2900 Fax: 630 769 2901

TERMS AND CONDITIONS

1. Creation of a Security Interest.
Until such time as Buyer has paid the agreed purchase price, Seller hereby retains and Buyer hereby grants a purchase money security interest in the described equipment. In connection therewith, Buyer agrees to execute all instruments (including financing statements) deemed necessary by Seller under applicable law to establish, maintain and continue perfected Seller's purchase money security interest in the equipment or otherwise protect its rights in and to said equipment. Buyer hereby authorizes Seller as its attorney-in-fact to execute and file, on Buyer's behalf, any such UCC Financing Statement.
2. Limitation and Exclusion of Warranties.
Seller Hereby warrants the described equipment against defective parts for a period of one (1) year from the date of installation and warrants that the installation of said equipment shall be performed in a workmanlike manner. Buyer's exclusive remedy under these warranties shall be the repair and replacement by Seller at Seller's expense of nonconforming equipment of parts thereof.
The Warranty does not extend to any equipment which has been (1) subject to misuse, neglect, accident or abuse, (b) damaged by acts of God, exposure to elements of weather, inadequate or surplus utility power, power surges, insufficient heating/ventilating/air conditioning (HVAC), HVAC failure or causes other than ordinary use (it is the buyer's responsibility to regulate and filter any and all necessary power requirements and to supply and maintain a static free environment to insure system integrity), (c) wired, repaired or altered by anyone other than Seller without Seller's express and prior approval, (d) improperly installed by someone other than Seller, its subcontractors or affiliates, (e) used in violation of instructions furnished by Seller. In no event shall Seller be liable for consequential or incidental damages arising out of a breach of any warranty or any other provision contained herein. Seller may suspend warranty work if the purchase price is not paid in full when due and shall not be required to recommence warranty work until all obligations of Buyer under this Agreement are satisfied in full; provided, however, that nothing hereunder shall extend in the warranty period beyond one (1) year from the date of installation.
THIS WARRANTY IS THE ONLY WARRANTY GIVEN BY SELLER, AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED ARE EXCLUDED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF.
3. Waiver, Amendment, Notice, Termination.
Any waiver of rights hereunder or any amendment or requirement of notice or termination hereof shall not be effective unless made in writing and signed by the party against whom such waiver, amendment, notice or termination is sought to be enforced.
4. Risk of Loss.
Upon identification of the described equipment to the contract, Buyer shall bear the risk of loss and it shall remain on Buyer regardless of any breach by Seller of any provisions hereof.
5. Tax Obligation.
Buyer will pay promptly when due all taxes, assessments and other charges levied or assessed by any governments or governmental agency upon the sale of the described equipment.
6. Assignment.
Buyer may not delegate its performance or assign its rights under this Agreement except upon the express written consent of Seller which consent may be withheld in Seller's sole discretion.
7. Benefit.
This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by, each of the parties hereto, its successors and assigns.
8. Limitation of Liability
Client understands that: a) Sound is not an insurer of Client's property or the personal safety of persons at said location b) Client will provide any insurance on said location and its contents c) the amount Client pays to Sound is based solely on the value of the system and service Sound provides and not on the value of Client's location or its contents d) security systems, alarm systems and Sound monitoring may not always operate properly for various reasons e) it is difficult to determine in advance the value of Client's property that might be lost, stolen or destroyed if the system or Sound service fails to operate properly f) it is difficult to determine how fast the police, fire department or others would respond to an alarm signal g) it is difficult to determine what portion, if any, of any property loss, personal injury or death would be proximately caused by Sound's failure to perform, negligence, or a failure of the system.
Therefore, Client agrees that, even if a court decided that a failure of the system, Sound's negligence, monitoring, repair or service caused or allowed any harm of damage, whether property damage, personal injury or death to Client or anyone at Client's location, Sound's liability shall be limited to six (6) times the monthly service fee, and this shall be Client's only remedy, regardless of what legal theory is used to determine that Sound was liable for the injury or loss.
9. Third Party Indemnification and Subrogation
If anyone other than Client asks Sound to pay for any harm and/or damages, including property damage, personal injury or death, connected with or resulting from a) a failure of the security/alarm services b) Sound's negligence c) any other improper or careless activity of Sound in providing the system or services or d) a claim for indemnification or contribution, Client will repay to Sound any amount which a court orders Sound to pay or which Sound reasonably agrees to pay and amount of Sound's reasonable attorney's fees and any other losses and costs that Sound may incur in connection with the harm and/or damages. Client's obligation to repay Sound for such harm and/or damages shall not apply if the harm and/or damages occurs while one of Sound's employees or subcontractors is in or about said location, and such harm and/or



PROPOSAL

550 Shiras Road, Naperville, IL 60563 Phone: 630 369 2900 Fax: 630 369 2711

damages is solely caused by the employee or subcontractor. Unless prohibited by Client's insurance policy, Client agrees to release Sound from any claims of parties suing through Client's authority or in Client's name, such as Client's insurance company, and Client agrees to defend Sound against such claim. Client will notify its insurance company of this release.

10. Construction

This writing constitutes the final expression of the agreement between the parties and is intended as a complete statement of the terms of the agreement. No course of prior dealings between the parties and no trade usage shall be relevant to supplement or explain any term used in this Agreement. This Agreement has been finally accepted in the State of Illinois and shall be governed by the laws of the State of Illinois including the Uniform Commercial Code and its amendments as effective in the State of Illinois.

11. Attorney's Fees/Interest

Buyer shall pay to Seller all attorney's fees, court costs, and all other expenses which may be incurred by Seller in enforcing, or attempting to enforce, any of its rights under this Agreement, or against any guarantors hereof, or with respect to any matters connected with the subject matter hereof.

12. Interest/Late Charges

Buyer agrees to pay 1 1/2% per month FINANCE CHARGE (18% PER ANNUM) if the purchase price it is not paid in full when due.

13. Severability

This Agreement and all provisions hereof are intended to be severable, and this Agreement shall remain enforceable in the event any provision thereof is declared invalid.

14. Authority

Buyer represents, covenants and warrants to Seller that Buyer has corporate or other power to make and perform this Sales Agreement and that the making and performance of the Sales Agreement by Buyer, and the financing hereunder, have been duly authorized by all necessary corporate or other action of the Buyer and will not violate any provision of law or of its Articles of Incorporation or By Laws, Articles of Organization, Certificate of Formation or other charter, or Operating Agreement, or result in the breach of any agreement to which Buyer is a party or by which it is bound.

Sound Incorporated is licensed by the State of Illinois to act as a private alarm contractor. All Sound employees involved in the engineering, design, sale, installation, documentation and maintenance of the proposed system hold Permanent Employee Registration Cards (PERC) as required by the state (225 ILCS 446/80).

Respectfully Submitted by: _____

Michael Banish
Account Executive

Acceptance of Proposal: The above specifications, terms and conditions are satisfactory. You are authorized to do the work as specified

Buyer's Acceptance:

Sound Incorporated's Acceptance:

Accepted by: _____
(Printed name)

Accepted by: _____
(Printed name)

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

ATTACHMENT H

**Village of Manteno
Committee of the Whole Meeting
November 18, 2013
6:35 p.m.**

Roll Call

Present:

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

Absent:

Trustee Timothy Boyce
Trustee Todd Crockett
Trustee Samuel Martin

Also present:

Bernie Thompson: Chief of Police/Acting Village Administrator
Joe Cankar: Village Attorney
Brian O'Keefe- Superintendent of Public Works
Janice Schulteis-Resource/Personnel Manager
Chris LaRocque- Director of Building and Zoning

Press Present:

Trustee Martin in at 6:40 pm. Trustees Boyce and Crockett in at 6:50 pm. Keith Mulholland in at 6:55 pm.

This was the TIF annual joint review meeting. Janice Schulteis went over the 2012-2013 projects completed as well as the beginning and ending balances of the TIF. Mayor Nugent discussed possible potential projects and their priority. Trustee Crockett discussed the possibility of putting RT 50 development at the top of the priority list.

Motion by Gesky, seconded by Phillips to adjourn the meeting at 6:57 pm. Motion approved 6-0.

Minutes respectfully submitted by Alisa Blanchette, Village Clerk.

ATTACHMENT K

VILLAGE OF MANTENO, ILLINOIS SPECIAL TAX ALLOCATION FUND

**Report on Compliance with
Public Act 85-1142**

April 30, 2014



**GROSKREUTZ
SCHMIDT
ABRAHAM
ESHLEMAN
& GERRETSE**

ACCOUNTANTS AND CONSULTANTS

**VILLAGE OF MANTENO, ILLINOIS
SPECIAL TAX ALLOCATION FUND
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INDEPENDENT AUDITORS' REPORTS



INDEPENDENT AUDITORS' REPORT
ON SUPPLEMENTARY INFORMATION SCHEDULES

Board of Trustees
Village of Manteno
Manteno, Illinois 60950

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village of Manteno (Village) as of and for the year ended April 30, 2014, and the related notes to the financial statements, and have issued our report thereon dated October 6, 2014, which expressed an unmodified opinion on those statements.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Village's basic financial statements as a whole. The accompanying supplementary information schedules, as listed in the table of contents, are presented for purposes of additional analysis and are not a required part of the basic financial statements. These schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. The information in these schedules has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

Groskreutz, Schmidt, Abraham, Eshleman & Gerretse

Kankakee, Illinois
October 6, 2014

SUPPLEMENTARY INFORMATION SCHEDULES

**VILLAGE OF MANTENO, ILLINOIS
SPECIAL TAX ALLOCATION FUND
BALANCE SHEET INFORMATION
April 30, 2014**

ASSETS	<u>Tax Increment Financing District No. 1</u>	<u>Tax Increment Financing District No. 2</u>	<u>Total</u>
Cash and cash equivalents	\$ 736,268	\$ 205,457	\$ 941,725
Property tax receivables, net	<u>986,153</u>	<u>154,486</u>	<u>1,140,639</u>
Total assets	<u>\$ 1,722,421</u>	<u>\$ 359,943</u>	<u>\$ 2,082,364</u>
LIABILITIES			
Accounts payable and accrued expenses	\$ 153,252	\$ 126,380	\$ 279,632
Due to other funds	<u>1,215</u>	<u>13,407</u>	<u>14,622</u>
Total liabilities	<u>154,467</u>	<u>139,787</u>	<u>294,254</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred property tax revenue	<u>986,153</u>	<u>154,486</u>	<u>1,140,639</u>
FUND BALANCE			
Restricted for economic development	<u>581,801</u>	<u>65,670</u>	<u>647,471</u>
Total liabilities, deferred inflows of resources and fund balance	<u>\$ 1,722,421</u>	<u>\$ 359,943</u>	<u>\$ 2,082,364</u>

See independent auditors' report.

VILLAGE OF MANTENO, ILLINOIS
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
SPECIAL TAX ALLOCATION FUND
For the year ended April 30, 2014

	Tax Increment Financing District No. 1	Tax Increment Financing District No. 2	Total
REVENUES:			
Property taxes	\$ 937,147	\$ 147,144	\$ 1,084,291
Investment earnings	277	246	523
Rental income	8,400		8,400
Miscellaneous revenues	75		75
	<u>945,899</u>	<u>147,390</u>	<u>1,093,289</u>
EXPENDITURES:			
Current:			
General government	108,511		108,511
Economic development	161,749	139,786	301,535
Debt service:			
Principal	100,000		100,000
Interest	20,208		20,208
Capital outlay	477,807		477,807
	<u>868,275</u>	<u>139,786</u>	<u>1,008,061</u>
Net change in fund balance	77,624	7,604	85,228
Fund balance, May 1, 2013	<u>504,177</u>	<u>58,066</u>	<u>562,243</u>
Fund balance, April 30, 2014	<u>\$ 581,801</u>	<u>\$ 65,670</u>	<u>\$ 647,471</u>

See independent auditors' report.



**GROSKREUTZ
SCHMIDT
ABRAHAM
ESHLEMAN
& GERRETSE**

ATTACHMENT L

PARTNERS

Larry D. Groskreutz, C.P.A.
M.J. Abraham, C.P.A.
Amy Eshleman, C.P.A.
Dale L. Gerretse, C.P.A.

ACCOUNTANTS AND CONSULTANTS

MEMBERS OF AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT **ON COMPLIANCE WITH PUBLIC ACT 85-1142**

Board of Trustees
Village of Manteno
Manteno, Illinois 60950

We have audited the basic financial statements of the governmental activities, the business type activities, each major fund, and the aggregate remaining fund information of the Village of Manteno, Illinois (the Village), as of and for the year ended April 30, 2014, and have issued our report thereon dated October 6, 2014. These financial statements are the responsibility of the management of the Village. Our responsibility is to express opinions on these financial statements based on our audit.

We have also audited the Village's compliance with the provisions of subsection (q) of Illinois Compiled Statutes 65 (ILCS) 5/11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act (Illinois Public Act 85-1142) for the year ended April 30, 2014, for the Central Business District (TIF #1) and I-57 / Division Street (TIF #2). The management of the Village is responsible for the Village's compliance with those requirements. Our responsibility is to express an opinion on compliance with those requirements.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether material noncompliance with requirements referred to above occurred. An audit includes examining, on a test basis, evidence about the Village's compliance with those requirements. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the Village complied, in all material respects, with the requirements of subsection (q) of Illinois Compiled Statutes 65 (ILCS) 5/11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act (Illinois Public Act 85-1142) for the year ended April 30, 2014, for the TIF District Funds as mentioned in the second paragraph.

Groskreutz, Schmidt, Abraham, Eshleman & Gerretse

October 6, 2014

1949 West Court Street
Kankakee, Illinois 60901
Phone: (815) 933-7781

801 Laurel Oak Drive, Suite 103
Naples, Florida 34108
Phone: (239) 593-8162

216 Hack Street
Cullom, Illinois 60929
Phone: (815) 689-2174

214 South Center Street
Forrest, Illinois 61741
Phone: (815) 657-8433

ATTACHMENT M

INTERGOVERNMENTAL AGREEMENTS VILLAGE OF MANTENO TIF #1

Ordinance 06-55 January 2, 1007

Village agrees and guarantees that not less than fifteen percent (15%) of the incremental taxes received from TIF 1 shall annually be deemed and declared surplus by the Village and shall be paid over for redistribution to the School District and the other Taxing Districts in accordance with Section 7 of the Act (65 ILCS 5/11-74.4-7) throughout the term of the twelve (12) years that the Redevelopment Project is extended.

This agreement became effective in 2011 and will run through 2023 or through the remaining term of TIF #1.

The following disbursements have been made in accordance with this intergovernmental agreement:

<u>Taxing District:</u>	<u>May 2013</u>	<u>May 2012</u>	<u>May 2011</u>
Kankakee County	\$14,370	\$14,191	\$14,653
KKK Community College	\$ 6,523	\$ 6,746	\$ 6,972
Manteno District Unit #5	\$76,953	\$80,191	\$81,399
Manteno Fire Protection	\$11,868	\$11,874	\$11,603
Manteno Public Library	\$ 2,648	\$ 2,641	\$ 2,578
Township Tax Assessor	\$ 1,017	\$ 1,005	\$ 981
Township Road Commissioner	\$ 6,200	\$ 6,201	\$ 6,046
Manteno Township	\$ 2,535	\$ 2,521	\$ 2,451
Manteno Village	<u>\$12,982</u>	<u>\$12,828</u>	<u>\$12,329</u>
TOTAL DISBURSED:	\$135,096	\$138,198	\$139,012
