

**RESOLUTION 13-11**

**A RESOLUTION APPROVING THE FIRST AMENDMENT TO  
MANAGEMENT AGREEMENT BETWEEN THE VILLAGE OF MANTENO  
AND SAVE OUR GOLF COURSE, INC. FOR THE OPERATION OF THE  
MANTENO GOLF CLUB AND LEARNING CENTER**

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

**Section 1**

That the First Amendment to the Management Agreement between the Village of Manteno and Save Our Golf Course, Inc. for the operation of the Manteno Golf Club and Learning Center is hereby accepted and approved.

**Section 2**

This resolution shall be in full force and effect from and after its adoption and approval as provided by law.

This resolution was adopted and filed in the office of the Village Clerk of the Village of Manteno this 19<sup>th</sup> day of August, 2013.

RECORD OF THE VOTE	Yes	No	Abstain	Absent
President Timothy Nugent				
Trustee Timothy Boyce	✓			
Trustee Samuel Martin	✓			
Trustee Diane Dole	✓			
Trustee Todd Crockett	✓			
Trustee Joel Gesky	✓			
Trustee Wendell Phillips	✓			
TOTAL VOTES <i>or</i> BY OMNIBUS VOTE	6			

  
ALISA BLANCHETTE, Village Clerk

APPROVED by me this 19<sup>th</sup>  
day of August, 2013.

  
TIMOTHY O. NUGENT, Mayor

**FIRST AMENDMENT TO MANAGEMENT AGREEMENT  
BETWEEN THE VILLAGE OF MANTENO AND SAVE OUR  
GOLF COURSE, INC. FOR THE OPERATION OF THE  
MANTENO GOLF CLUB AND LEARNING CENTER**

JH

This First Amendment dated August 9, 2013 (the "First Amendment") is made to the Management Agreement between the Village of Manteno and Save Our Golf Course, Inc. for the Operation of the Manteno Golf Club and Learning Center dated as of January 2, 2007 (the "Agreement") is made by and among the VILLAGE OF MANTENO, a municipal corporation duly organized and existing under the Constitution and laws of the State of Illinois (the "Village"), and SAVE OUR GOLF COURSE, INC., an Illinois not-for-profit corporation (the "Operator").

Section 2.1, Term, is amended to read as follows:

JH

**2.1 Term.** Effective August 9, 2013, for a term terminating on December 31, 2016, the Operator shall have the sole responsibility to operate, manage and maintain the Golf Club in a professional manner. The Operator shall have the option to extend the term for additional periods of five years each. The Operator shall provide the Village with notice of its intent to extend no later than sixty (60) days prior to the expiration of the term. The option to extend shall be available to the Operator at each successive anniversary. Each and every extension shall be governed by the terms of this Agreement. The Village shall have the right to terminate this Agreement or any renewals thereof on August 1, 2016 and thereafter.

Section 4.8, Mortgages and Liens, is amended to read as follows:

**4.8 Mortgages and Liens.** The Village shall not enter into any mortgage affecting the Golf Club grounds and facilities unless such mortgage contains a clause binding the mortgagee to the terms of this Agreement. Additionally, if, because of any act or omission (or alleged act or omission) of the Village, any mechanics' or other lien, charge, or order for the payment of money or other encumbrance shall be filed against any portion of the Golf Club, the Village shall, at its own cost and expense, (a) cause same to be discharged of record, (b) dispute such claim through any and all applicable legal proceedings or (c) cause such lien to be insured-over within ninety (90) days after such notice of lien. The Village shall not pledge any profits and revenues from the Golf Club nor shall the Village mortgage or lien the Golf Club in connection with any tax-exempt obligation issued by it.

Section 9.19, IRS Revenue Procedure 97-13, is added to read as follows:

**9.19 IRS Revenue Procedure 97-13.** Nothing herein shall cause this Agreement to be nonconforming with the provisions of IRS Revenue Procedure

97-13 such that there is a private business use of the Golf Club. Any such provision shall be null and void and of no effect.

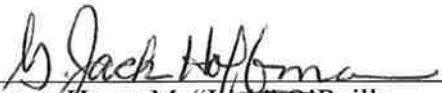
In witness hereof, the parties hereto have executed and delivered this Agreement in the State of Illinois, on the date first written above.

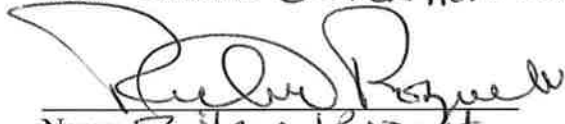
VILLAGE OF MANTENO, a municipal corporation and home rule unit of government

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

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

SAVE OUR GOLF COURSE, INC.,  
an Illinois corporation

  
\_\_\_\_\_  
Name: ~~Henry M. "Irish" O'Reilly~~  
Title: President G-JACK HOFFMAN

  
\_\_\_\_\_  
Name: Richard Redzuech  
Title: Secretary