

From: Stan Gromer <mallclerks@gmail.com>
Sent: Friday, June 19, 2026 10:02 AM
To: Dawn Gesky
Subject: FOIA - Attorney dismissal

VIA EMAIL AND CERTIFIED MAIL

Dear FOIA Officer:

Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, I hereby request copies of the following public records relating to the dismissal of Village Attorney Joe Cainkar and the appointment of James Vasselli, as reported at the Manteno Village Board meeting of June 16, 2026:

1. All communications — including but not limited to emails, text messages, direct messages, voicemail transcripts, letters, memoranda, and notes — between or among any of the following parties, from January 1, 2026 through the date this request is fulfilled:

- Mayor Annette LaMore
- Any Manteno Village Trustees (Joel Gesky, CJ Boudreau, Todd Crockett, Annette Zimbelman, and all others)
- Village Clerk and/or Village Administrator
- Joe Cainkar and/or any attorney or staff member of Louis S. Cainkar LTD
- James Vasselli and/or any attorney or staff member of Vasselli Law

...pertaining to: the dismissal of Joe Cainkar as Village Attorney; the consideration, vetting, or recruitment of James Vasselli or any other replacement attorney; the invocation of the emergency appointment provision under state statute or village code; or the board's authority to reinstate Cainkar.

2. The written notice of termination delivered to Joe Cainkar on or about June 16, 2026, referenced at the board meeting as an "unsigned letter."

3. Any legal research, opinions, or analyses — internal or external — regarding the mayor's authority to dismiss a village attorney and/or make emergency appointments under Illinois law or Manteno village code.

4. Calendar entries, scheduling communications, and meeting notes related to any pre-meeting discussions or meetings between Mayor LaMore and James Vasselli or Vasselli Law prior to June 16, 2026.

5. Any Village Board agenda packets, staff reports, or background documents prepared in connection with the June 16, 2026 board meeting that were not made publicly available in advance.

Regarding Text Messages and Personal Devices

Please be advised that under Illinois FOIA, the definition of “public records” expressly encompasses *all* electronic communications pertaining to public business, regardless of the device or account used to transmit them. 5 ILCS 140/2. Text messages sent or received by public officials — including the Mayor and Trustees — on personal cell phones are public records when they relate to the transaction of public business. The Illinois Attorney General has consistently confirmed this interpretation. This request expressly encompasses text messages sent or received on personal devices by any covered individual identified above.

I respectfully request that all custodians of potentially responsive records — including the Mayor and each Trustee individually — be directed to preserve and produce any responsive text messages in their possession.

Notice of Duty to Preserve Records

You are hereby placed on notice that this request constitutes a formal preservation demand. All records responsive to this request must be preserved immediately and must not be deleted, overwritten, or destroyed pending the fulfillment of this request.

This preservation demand is issued in light of statements made on the public record at the June 16, 2026 board meeting, in which a Village Trustee explicitly anticipated legal proceedings arising from the events described above. Where litigation is reasonably foreseeable, public bodies and their officials have a duty to preserve potentially relevant records. Failure to preserve records — and any subsequent destruction of responsive materials, whether intentional or negligent — may constitute spoliation of evidence and could give rise to adverse inference instructions, sanctions, or other legal consequences in any resulting litigation.

Format and Fee Waiver

I request that records be provided in their native electronic format where available (e.g., email files with metadata intact, PDF).

I request a fee waiver pursuant to 5 ILCS 140/6(c) on the grounds that I am a representative of the news media — specifically, the operator of BradleyIllinois.com and BourbonnaisIllinois.com, hyperlocal news publications serving Kankakee County — and that the requested records will be used for news reporting purposes that will contribute to

public understanding of the operations of a unit of local government. News media requesters are entitled to a fee waiver for the first 50 pages and are not subject to search and review fees under Illinois FOIA.

In the alternative, please provide a fee estimate before proceeding if costs are expected to exceed \$25.

As required by 5 ILCS 140/3(d), I request a response within five business days of receipt of this request.

Thank you for your attention.

Stan

Sent from my iPhone



ANNETE LAMORE, Village President

STEVEN ORTH , Village Clerk
CHRIS LAROCQUE, Village Administrator

Trustees

MICHAEL BARRY
CJ BOUDREAU
TODD CROCKETT
JOEL GESKY
PEGGY VAUGHN
ANNETTE ZIMBELMAN

June 26, 2026

Dear Stan Gromer:

Thank you for writing to the Village of Manteno with your request for information pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq.

On June 19, 2026 you requested the following documents:

Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., I hereby request copies of the following public records relating to the dismissal of Village Attorney Joe Cainkar and the appointment of James Vasselli, as reported at the Manteno Village Board meeting of June 16, 2026:

1. All communications — including but not limited to emails, text messages, direct messages, voicemail transcripts, letters, memoranda, and notes — between or among any of the following parties, from January 1, 2026 through the date this request is fulfilled: **Partial denial Pursuant to 71M Attorney Client Privilege**

- Mayor Annette LaMore
- Any Manteno Village Trustees (Joel Gesky, CJ Boudreau, Todd Crockett, Annette Zimbelman, and all others)
- Village Clerk and/or Village Administrator
- Joe Cainkar and/or any attorney or staff member of Louis S. Cainkar LTD
- James Vasselli and/or any attorney or staff member of Vasselli Law

...pertaining to: the dismissal of Joe Cainkar as Village Attorney; the consideration, vetting, or recruitment of James Vasselli or any other replacement attorney; the invocation of the emergency appointment provision under state statute or village code; or the board's authority to reinstate Cainkar.

2. The written notice of termination delivered to Joe Cainkar on or about June 16, 2026, referenced at the board meeting as an "unsigned letter."

3. Any legal research, opinions, or analyses — internal or external — regarding the mayor's authority to dismiss a village attorney and/or make emergency appointments under Illinois law or Manteno village code. **No Responsive Documents**

4. Calendar entries, scheduling communications, and meeting notes related to any pre-meeting discussions or meetings between Mayor LaMore and James Vasselli or Vasselli Law prior to June 16, 2026. Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., I hereby request copies of the following public records relating to the dismissal of Village Attorney Joe Cainkar and the appointment of James Vasselli, as reported at the Manteno Village Board meeting of June 16, 2026: **Denial Pursuant to 71M Attorney Client Privilege**

5. Any Village Board agenda packets, staff reports, or background documents prepared in connection with the June 16, 2026 board meeting that were not made publicly available in advance.

You have the right to have the denial of your request reviewed by the Public Access Counselor (PAC) at the Office of the Illinois Attorney General. 5 ILCS 140/9.5(a). You can file your Request for Review with the PAC by writing to:

Public Access Counselor
Office of the Attorney General
500 South 2nd Street
Springfield, Illinois 62706
Fax: 217-782-1396
E-mail: publicaccess@atg.state.il.us

You also have the right to seek judicial review of your denial by filing a lawsuit in the State Circuit Court. 5 ILCS 140/11. If you choose to file a Request for Review with the PAC, you must do so within 60 calendar days of the date of this denial letter. 5 ILCS 140/9.5(a). Please note that you must include a copy of your original FOIA request and this denial letter when filing a Request for Review with the PAC.

Sincerely,



Dawn Gesky
FOIA Officer
815-929-4843

RE: Employment Status

From Joseph Cainkar <joe@LFCLTD.NET>
Date Mon 6/15/2026 8:43 AM
To Annette LaMore <alamore@villageofmanteno.com>
Cc CJ Boudreau <cboudreau@villageofmanteno.com>; Michael Barry <mbarry@villageofmanteno.com>; Margaret Vaughn <mvaughn@villageofmanteno.com>; Annette Zimbelman <azimbelman@villageofmanteno.com>; Joel Gesky <jgesky@villageofmanteno.com>; Todd Crockett <tcrockett@villageofmanteno.com>; Steven Orth <sorth@villageofmanteno.com>

Received.

Joseph Cainkar

LOUIS F. CAINKAR, LTD.
30 North LaSalle Street, Suite 3430
Chicago, IL 60602-3337
T: 312-236-3985 - Ext.15
F: 312-236-3989
C: 708-288-1195

This e-mail communication, together with any accompanying attachments, originates from the law firm of Louis F. Cainkar, Ltd. and may be confidential and/or privileged pursuant to the attorney-client privilege and /or work-product doctrine. You may not disclose, copy, distribute or use the contents of this message unless you are the named recipient. The contents of this communication may not be copied or distributed without this disclaimer. Although this e-mail and any attachments are believed to be free of any virus or other defect that might affect any computer system into which it is received and opened, it is the responsibility of the recipient to ensure that it is virus free. Louis F. Cainkar, Ltd. assumes no responsibility for any loss or damage arising in any way from its use. If you receive this message in error, please advise the sender and then delete this message from your system.

From: Annette LaMore <alamore@villageofmanteno.com>
Sent: Monday, June 15, 2026 8:28 AM
To: Joseph Cainkar <joe@LFCLTD.NET>
Cc: CJ Boudreau <cboudreau@villageofmanteno.com>; Michael Barry <mbarry@villageofmanteno.com>; Margaret Vaughn <mvaughn@villageofmanteno.com>; Annette Zimbelman <azimbelman@villageofmanteno.com>; Joel Gesky <jgesky@villageofmanteno.com>; Todd Crockett <tcrockett@villageofmanteno.com>; Steven Orth <sorth@villageofmanteno.com>
Subject: Employment Status

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Joe,

Please see the attached letter regarding an official update on your employment status with the Village of Manteno. The attached document details the termination of your employment. If you have any questions about this transition or need further information, please reply directly to this email.
Thank you for your many years of service to the Village of Manteno.

Sincerely,

Annette LaMore, Mayor

Annette LaMore
VILLAGE
PRESIDENT
 815.929.4941
 www.villageofmanteno.com
 alamore@villageofmanteno.com
 98 E Third Street, Manteno IL 60950



June 12, 2026

Joseph Cainkar
Law Offices of Louis P. Cainkar, Ltd.
30 North LaSalle Street
Suite 3430
Chicago, IL 60602

**RE: NOTICE OF REMOVAL FROM REPRESENTATION AS VILLAGE ATTORNEY
TERMINATION OF LEGAL SERVICES**

Dear Mr. Cainkar,

This letter serves as formal notification that the Village of Manteno is hereby removing you from legal representation, as well that of the Law Offices of Louis P. Cainkar, Ltd. (together, "Cainkar") from the office of Village Attorney. Cainkar is no longer authorized to act on behalf of the Village in any manner or matter whatsoever, nor may Cainkar hold itself out to be the attorney(s) for the Village. Any authorization that you were previously given to provide legal services to the Village is hereby rescinded effective immediately.

This action is taken pursuant to the authority vested in the Mayor by 65 ILCS 5/3.1-35-10 and the Section 1-9-2 of the Village of Manteno Code of Ordinances. These provisions authorize the Village President/Mayor to remove any appointed officer upon written charge whenever, in the Mayor's opinion, the interests of the municipality demand such removal.

Please be advised that this notice is issued only to the extent that a formal removal is even required by applicable law under the circumstances giving rise to your retention to provide legal services to the Village. It is the position of the Office of the Mayor that neither Joe Cainkar nor the Law Offices of Louis P. Cainkar, Ltd. were ever formally appointed by the current Mayor to the office of Village Attorney. As such, you have been serving merely as temporary "holdover" officers. This notice serves to formalize the end of that holdover period and ensure a clear transition of administration

In accordance with state law, I will report the reasons for this removal to the Board of Trustees at a meeting to be held no less than five (5) and no more than ten (10) days from today's date.

The charges supporting this removal include, but are not limited to:

- **Failure to Inform:** A consistent failure by Cainkar to keep the Mayor adequately informed regarding Village affairs, pending legal matters, and critical administrative developments.

- **Misalignment of Administrative Goals:** Cainkar's oversight of financial transactions and various other municipal dealings have run afoul of the desires, policy directions, and transparency standards of the current administration.
- **General Maladministration:** Cainkar's acts and omissions have undermined the trust necessary between the Mayor's office and legal counsel, hindering the proper administration of Village business.

You are hereby directed to:

1. **Withdrawal as Counsel of Record:** Please take all necessary steps to withdraw as counsel of record for the Village in any matter in which you have filed an appearance.
2. **Cease Representation:** Immediately cease performing all duties, providing legal advice, or representing yourself/the firm as agents or counsel for the Village of Manteno.
3. **File Transfer:** Compile and prepare for immediate transfer all Village records, litigation files, active contracts, electronic data, and work-product currently in your possession, and provide them to the Village Clerk within ten (10) business days.
4. **Surrender Property:** Surrender any Village-owned property, including keys, access credentials, or electronic devices, if applicable.
5. **Outstanding Invoices:** Within ten (10) business days, provide all outstanding invoices and a final invoice through today's date to the Village Clerk.

Nothing in this letter shall be construed as a waiver of any rights, remedies, claims, or defenses available to the Village of Manteno or the Village, all of which are expressly reserved.

Respectfully,

Annette LaMore

Dawn Gesky

From: Michael Barry
Sent: Tuesday, June 23, 2026 9:29 AM
To: Dawn Gesky
Subject: Re: FOIA - Attorney dismissal FOIA 26-133
Attachments: 1000003267.jpg; 1000003270.jpg

Dawn
This is all i have

Thank You
Mike Barry
Village of Manteno Trustee
Mbarry@villageofmanteno.com
815-263-3029 Cell Phone
815-929-4800 Main Number

From: Dawn Gesky <dgesky@villageofmanteno.com>
Sent: Friday, 19 June 2026 11:19:41
To: Annette LaMore <alamore@villageofmanteno.com>; Annette Zimbelman <azimbelman@villageofmanteno.com>; CJ Boudreau <cboudreau@villageofmanteno.com>; Joel Gesky <jgesky@villageofmanteno.com>; Margaret Vaughn <mvaughn@villageofmanteno.com>; Michael Barry <mbarry@villageofmanteno.com>; Steven Orth <sorth@villageofmanteno.com>; Todd Crockett <tcrockett@villageofmanteno.com>
Subject: FW: FOIA - Attorney dismissal FOIA 26-133

Please see attached FOIA request and forward me all documents that would pertain to this FOIA request.

Dawn Gesky
Executive Administrative Assistant
Village of Manteno
98 E Third Street
Manteno, IL 60950
dgesky@villageofmanteno.com
815-929-4843

From: Stan Gromer <mallclerks@gmail.com>
Sent: Friday, June 19, 2026 10:02 AM
To: Dawn Gesky <dgesky@villageofmanteno.com>
Subject: FOIA - Attorney dismissal

VIA EMAIL AND CERTIFIED MAIL

Dear FOIA Officer:

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- James Vasselli and/or any attorney or staff member of Vasselli Law

...pertaining to: the dismissal of Joe Cainkar as Village Attorney; the consideration, vetting, or recruitment of James Vasselli or any other replacement attorney; the invocation of the emergency appointment provision under state statute or village code; or the board's authority to reinstate Cainkar.

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Format and Fee Waiver

I request that records be provided in their native electronic format where available (e.g., email files with metadata intact, PDF).

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In the alternative, please provide a fee estimate before proceeding if costs are expected to exceed \$25.

As required by 5 ILCS 140/3(d), I request a response within five business days of receipt of this request.

Thank you for your attention.

Stan

Sent from my iPhone

9:24

5G

97%

← A V Aneete Lamore, VASSELLI ... :

Yesterday • 9:00 AM

(630) 290-7819

Is there a special meeting tonight?

A Aneete Lamore

No, not tonight. Are you available Wednesday night?

(630) 290-7819

What time?

A Aneete Lamore

6:00?

⊕ RCS messa... 😊 📷

🔊

9:24

5G 978

← A V Aneete Lamore, VASSELLI ...

A Aneete Lamore

No, not tonight. Are
you available
Wednesday night?

(630) 290-7819

What time?

A Aneete Lamore

6:00?

(630) 290-7819

I think that will work.
Im flying in from DC
that afternoon.

9:05 AM

⊕ RCS messa... 😊 📎



Dawn Gesky

From: Margaret Vaughn
Sent: Tuesday, June 23, 2026 10:47 AM
To: Dawn Gesky
Subject: Foi

Sorry, but I don't have anything pertaining to the information you need.

Get [Outlook for iOS](#)

Dawn Gesky

From: CJ Boudreau
Sent: Friday, June 19, 2026 12:10 PM
To: Dawn Gesky
Subject: FOIA
Attachments: Manteno - Village Attorney Removal Letter REV06122026.docx

This is the only think I have.

Get [Outlook for iOS](#)

From: Annette LaMore <alamore@villageofmanteno.com>
Sent: Monday, 15 June 2026 08:27:59
To: Joseph Calkar <joe@lfcltd.net>
Cc: CJ Boudreau <cboudreau@villageofmanteno.com>; Michael Barry <mbarry@villageofmanteno.com>; Margaret Vaughn <mvaughn@villageofmanteno.com>; Annette Zimbelman <azimbelman@villageofmanteno.com>; Joel Gesky <jgesky@villageofmanteno.com>; Todd Crockett <tcrockett@villageofmanteno.com>; Steven Orth <sorth@villageofmanteno.com>
Subject: Employment Status

Dear Joe,

Please see the attached letter regarding an official update on your employment status with the Village of Manteno. The attached document details the termination of your employment. If you have any questions about this transition or need further information, please reply directly to this email.
Thank you for your many years of service to the Village of Manteno.

Sincerely,

Annette LaMore, Mayor



June 12, 2026

Joseph Cainkar
Law Offices of Louis P. Cainkar, Ltd.
30 North LaSalle Street
Suite 3430
Chicago, IL 60602

**RE: NOTICE OF REMOVAL FROM REPRESENTATION AS VILLAGE ATTORNEY
TERMINATION OF LEGAL SERVICES**

Dear Mr. Cainkar,

This letter serves as formal notification that the Village of Manteno is hereby removing you from legal representation, as well that of the Law Offices of Louis P. Cainkar, Ltd. (together, "Cainkar") from the office of Village Attorney. Cainkar is no longer authorized to act on behalf of the Village in any manner or matter whatsoever, nor may Cainkar hold itself out to be the attorney(s) for the Village. Any authorization that you were previously given to provide legal services to the Village is hereby rescinded effective immediately.

This action is taken pursuant to the authority vested in the Mayor by 65 ILCS 5/3.1-35-10 and the Section 1-9-2 of the Village of Manteno Code of Ordinances. These provisions authorize the Village President/Mayor to remove any appointed officer upon written charge whenever, in the Mayor's opinion, the interests of the municipality demand such removal.

Please be advised that this notice is issued only to the extent that a formal removal is even required by applicable law under the circumstances giving rise to your retention to provide legal services to the Village. It is the position of the Office of the Mayor that neither Joe Cainkar nor the Law Offices of Louis P. Cainkar, Ltd. were ever formally appointed by the current Mayor to the office of Village Attorney. As such, you have been serving merely as temporary "holdover" officers. This notice serves to formalize the end of that holdover period and ensure a clear transition of administration

In accordance with state law, I will report the reasons for this removal to the Board of Trustees at a meeting to be held no less than five (5) and no more than ten (10) days from today's date.

The charges supporting this removal include, but are not limited to:

- **Failure to Inform:** A consistent failure by Cainkar to keep the Mayor adequately informed regarding Village affairs, pending legal matters, and critical administrative developments.

- **Misalignment of Administrative Goals:** Cainkar's oversight of financial transactions and various other municipal dealings have run afoul of the desires, policy directions, and transparency standards of the current administration.
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You are hereby directed to:

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3. **File Transfer:** Compile and prepare for immediate transfer all Village records, litigation files, active contracts, electronic data, and work-product currently in your possession, and provide them to the Village Clerk within ten (10) business days.
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Respectfully,

Annette LaMore

Dawn Gesky

From: Todd Crockett
Sent: Monday, June 22, 2026 7:58 AM
To: Dawn Gesky
Subject: Re: FOIA - Attorney dismissal FOIA 26-133

Dawn,

The only thing I'm aware of that I would have would be the email that the mayor sent us on Monday 6/15 letting us know she was terminating the Cainkar.

From: Dawn Gesky <dgesky@villageofmanteno.com>
Sent: Friday, June 19, 2026 11:19 AM
To: Annette LaMore <alamore@villageofmanteno.com>; Annette Zimbelman <azimbelman@villageofmanteno.com>; CJ Boudreau <cboudreau@villageofmanteno.com>; Joel Gesky <jgesky@villageofmanteno.com>; Margaret Vaughn <mvaughn@villageofmanteno.com>; Michael Barry <mbarry@villageofmanteno.com>; Steven Orth <sorth@villageofmanteno.com>; Todd Crockett <tcrockett@villageofmanteno.com>
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Stan

Sent from my iPhone

Dawn Gesky

From: Joel Gesky
Sent: Friday, June 19, 2026 11:00 PM
To: Dawn Gesky
Subject: Fw: Employment Status

Here is what I have for foia

Get [Outlook for iOS](#)

From: Joseph Cainkar <joe@LFCLTD.NET>
Sent: Monday, 15 June 2026 08:43:13
To: Annette LaMore <alamore@villageofmanteno.com>
Cc: CJ Boudreau <cboudreau@villageofmanteno.com>; Michael Barry <mbarry@villageofmanteno.com>; Margaret Vaughn <mvaughn@villageofmanteno.com>; Annette Zimbelman <azimbelman@villageofmanteno.com>; Joel Gesky <jgesky@villageofmanteno.com>; Todd Crockett <tcrockett@villageofmanteno.com>; Steven Orth <sorth@villageofmanteno.com>
Subject: RE: Employment Status

Received.

Joseph Cainkar

LOUIS F. CAINKAR, LTD.
30 North LaSalle Street, Suite 3430
Chicago, IL 60602-3337
T: 312-236-3985 - Ext.15
F: 312-236-3989
C: 708-288-1195

This e-mail communication, together with any accompanying attachments, originates from the law firm of Louis F. Cainkar, Ltd. and may be confidential and/or privileged pursuant to the attorney-client privilege and /or work-product doctrine. You may not disclose, copy, distribute or use the contents of this message unless you are the named recipient. The contents of this communication may not be copied or distributed without this disclaimer. Although this e-mail and any attachments are believed to be free of any virus or other defect that might affect any computer system into which it is received and opened, it is the responsibility of the recipient to ensure that it is virus free. Louis F. Cainkar, Ltd. assumes no responsibility for any loss or damage arising in any way from its use. If you receive this message in error, please advise the sender and then delete this message from your system.

From: Annette LaMore <alamore@villageofmanteno.com>
Sent: Monday, June 15, 2026 8:28 AM
To: Joseph Cainkar <joe@LFCLTD.NET>
Cc: CJ Boudreau <cboudreau@villageofmanteno.com>; Michael Barry <mbarry@villageofmanteno.com>; Margaret Vaughn <mvaughn@villageofmanteno.com>; Annette Zimbelman <azimbelman@villageofmanteno.com>; Joel Gesky <jgesky@villageofmanteno.com>; Todd Crockett <tcrockett@villageofmanteno.com>; Steven Orth <sorth@villageofmanteno.com>
Subject: Employment Status

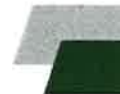
CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Joe,

Please see the attached letter regarding an official update on your employment status with the Village of Manteno. The attached document details the termination of your employment. If you have any questions about this transition or need further information, please reply directly to this email. Thank you for your many years of service to the Village of Manteno.

Sincerely,

Annette LaMore, Mayor



Dawn Gesky

From: Annette Zimbelman
Sent: Monday, June 22, 2026 2:01 PM
To: Dawn Gesky
Subject: Re: FOIA - Attorney dismissal FOIA 26-133

Hi Dawn

The only correspondence I had is the email the mayor sent out terminating Joe.

I knew nothing of this until her email.

Thanks

Annette Z

Get [Outlook for iOS](#)

From: Dawn Gesky <dgesky@villageofmanteno.com>
Sent: Friday, 19 June 2026 11:19:41
To: Annette LaMore <alamore@villageofmanteno.com>; Annette Zimbelman <azimbelman@villageofmanteno.com>; CJ Boudreau <cboudreau@villageofmanteno.com>; Joel Gesky <jgesky@villageofmanteno.com>; Margaret Vaughn <mvaughn@villageofmanteno.com>; Michael Barry <mbarry@villageofmanteno.com>; Steven Orth <sorth@villageofmanteno.com>; Todd Crockett <tcrockett@villageofmanteno.com>
Subject: FW: FOIA - Attorney dismissal FOIA 26-133

Please see attached FOIA request and forward me all documents that would pertain to this FOIA request.

Dawn Gesky
Executive Administrative Assistant
Village of Manteno
98 E Third Street
Manteno, IL 60950
dgesky@villageofmanteno.com
815-929-4843

From: Stan Gromer <mallclerks@gmail.com>
Sent: Friday, June 19, 2026 10:02 AM
To: Dawn Gesky <dgesky@villageofmanteno.com>
Subject: FOIA - Attorney dismissal

VIA EMAIL AND CERTIFIED MAIL

Dear FOIA Officer:

Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, I hereby request copies of the following public records relating to the dismissal of Village

Attorney Joe Cainkar and the appointment of James Vasselli, as reported at the Manteno Village Board meeting of June 16, 2026:

1. All communications — including but not limited to emails, text messages, direct messages, voicemail transcripts, letters, memoranda, and notes — between or among any of the following parties, from January 1, 2026 through the date this request is fulfilled:

- Mayor Annette LaMore
- Any Manteno Village Trustees (Joel Gesky, CJ Boudreau, Todd Crockett, Annette Zimbelman, and all others)
- Village Clerk and/or Village Administrator
- Joe Cainkar and/or any attorney or staff member of Louis S. Cainkar LTD
- James Vasselli and/or any attorney or staff member of Vasselli Law

...pertaining to: the dismissal of Joe Cainkar as Village Attorney; the consideration, vetting, or recruitment of James Vasselli or any other replacement attorney; the invocation of the emergency appointment provision under state statute or village code; or the board's authority to reinstate Cainkar.

2. The written notice of termination delivered to Joe Cainkar on or about June 16, 2026, referenced at the board meeting as an “unsigned letter.”

3. Any legal research, opinions, or analyses — internal or external — regarding the mayor's authority to dismiss a village attorney and/or make emergency appointments under Illinois law or Manteno village code.

4. Calendar entries, scheduling communications, and meeting notes related to any pre-meeting discussions or meetings between Mayor LaMore and James Vasselli or Vasselli Law prior to June 16, 2026.

5. Any Village Board agenda packets, staff reports, or background documents prepared in connection with the June 16, 2026 board meeting that were not made publicly available in advance.

Regarding Text Messages and Personal Devices

Please be advised that under Illinois FOIA, the definition of “public records” expressly encompasses *all* electronic communications pertaining to public business, regardless of the device or account used to transmit them. 5 ILCS 140/2. Text messages sent or

received by public officials — including the Mayor and Trustees — on personal cell phones are public records when they relate to the transaction of public business. The Illinois Attorney General has consistently confirmed this interpretation. This request expressly encompasses text messages sent or received on personal devices by any covered individual identified above.

I respectfully request that all custodians of potentially responsive records — including the Mayor and each Trustee individually — be directed to preserve and produce any responsive text messages in their possession.

Notice of Duty to Preserve Records

You are hereby placed on notice that this request constitutes a formal preservation demand. All records responsive to this request must be preserved immediately and must not be deleted, overwritten, or destroyed pending the fulfillment of this request.

This preservation demand is issued in light of statements made on the public record at the June 16, 2026 board meeting, in which a Village Trustee explicitly anticipated legal proceedings arising from the events described above. Where litigation is reasonably foreseeable, public bodies and their officials have a duty to preserve potentially relevant records. Failure to preserve records — and any subsequent destruction of responsive materials, whether intentional or negligent — may constitute spoliation of evidence and could give rise to adverse inference instructions, sanctions, or other legal consequences in any resulting litigation.

Format and Fee Waiver

I request that records be provided in their native electronic format where available (e.g., email files with metadata intact, PDF).

I request a fee waiver pursuant to 5 ILCS 140/6(c) on the grounds that I am a representative of the news media — specifically, the operator of BradleyIllinois.com and BourbonnaisIllinois.com, hyperlocal news publications serving Kankakee County — and that the requested records will be used for news reporting purposes that will contribute to public understanding of the operations of a unit of local government. News media requesters are entitled to a fee waiver for the first 50 pages and are not subject to search and review fees under Illinois FOIA.

In the alternative, please provide a fee estimate before proceeding if costs are expected to exceed \$25.

As required by 5 ILCS 140/3(d), I request a response within five business days of receipt of this request.

Thank you for your attention.

Stan

Sent from my iPhone

Dawn Gesky

From: Steven Orth
Sent: Saturday, June 20, 2026 12:36 PM
To: Dawn Gesky
Subject: Re: FOIA - Attorney dismissal FOIA 26-133
Attachments: RE_ Employment Status - Steven Orth - Outlook (15June2026).pdf

Hi Dawn,

This is the only record that I have that is responsive to the subject FOIA.

Thank you,

Steven Orth
Village Clerk


From: Dawn Gesky <dgesky@villageofmanteno.com>
Sent: Friday, June 19, 2026 11:19 AM
To: Annette LaMore <alamore@villageofmanteno.com>; Annette Zimbelman <azimbelman@villageofmanteno.com>; CJ Boudreau <cboudreau@villageofmanteno.com>; Joel Gesky <jgesky@villageofmanteno.com>; Margaret Vaughn <mvaughn@villageofmanteno.com>; Michael Barry <mbarry@villageofmanteno.com>; Steven Orth <sorth@villageofmanteno.com>; Todd Crockett <tcrockett@villageofmanteno.com>
Subject: FW: FOIA - Attorney dismissal FOIA 26-133

Please see attached FOIA request and forward me all documents that would pertain to this FOIA request.

Dawn Gesky
Executive Administrative Assistant
Village of Manteno
98 E Third Street
Manteno, IL 60950
dgesky@villageofmanteno.com
815-929-4843

From: Stan Gromer <mallclerks@gmail.com>
Sent: Friday, June 19, 2026 10:02 AM
To: Dawn Gesky <dgesky@villageofmanteno.com>
Subject: FOIA - Attorney dismissal

VIA EMAIL AND CERTIFIED MAIL

Dear FOIA Officer:

Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, I hereby request copies of the following public records relating to the dismissal of Village Attorney Joe Cainkar and the appointment of James Vasselli, as reported at the Manteno Village Board meeting of June 16, 2026:

1. All communications — including but not limited to emails, text messages, direct messages, voicemail transcripts, letters, memoranda, and notes — between or among any of the following parties, from January 1, 2026 through the date this request is fulfilled:

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- Joe Cainkar and/or any attorney or staff member of Louis S. Cainkar LTD
- James Vasselli and/or any attorney or staff member of Vasselli Law

...pertaining to: the dismissal of Joe Cainkar as Village Attorney; the consideration, vetting, or recruitment of James Vasselli or any other replacement attorney; the invocation of the emergency appointment provision under state statute or village code; or the board's authority to reinstate Cainkar.

2. The written notice of termination delivered to Joe Cainkar on or about June 16, 2026, referenced at the board meeting as an “unsigned letter.”

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I request a fee waiver pursuant to 5 ILCS 140/6(c) on the grounds that I am a representative of the news media — specifically, the operator of BradleyIllinois.com and BourbonnaisIllinois.com, hyperlocal news publications serving Kankakee County — and that the requested records will be used for news reporting purposes that will contribute to public understanding of the operations of a unit of local government. News media requesters are entitled to a fee waiver for the first 50 pages and are not subject to search and review fees under Illinois FOIA.

In the alternative, please provide a fee estimate before proceeding if costs are expected to exceed \$25.

As required by 5 ILCS 140/3(d), I request a response within five business days of receipt of this request.

Thank you for your attention.

Stan

Sent from my iPhone

June 12, 2026

Joseph Cainkar
Law Offices of Louis P. Cainkar, Ltd.
30 North LaSalle Street
Suite 3430
Chicago, IL 60602

**RE: NOTICE OF REMOVAL FROM REPRESENTATION AS VILLAGE ATTORNEY
TERMINATION OF LEGAL SERVICES**

Dear Mr. Cainkar,

This letter serves as formal notification that the Village of Manteno is hereby removing you from legal representation, as well that of the Law Offices of Louis P. Cainkar, Ltd. (together, "Cainkar") from the office of Village Attorney. Cainkar is no longer authorized to act on behalf of the Village in any manner or matter whatsoever, nor may Cainkar hold itself out to be the attorney(s) for the Village. Any authorization that you were previously given to provide legal services to the Village is hereby rescinded effective immediately.

This action is taken pursuant to the authority vested in the Mayor by 65 ILCS 5/3.1-35-10 and the Section 1-9-2 of the Village of Manteno Code of Ordinances. These provisions authorize the Village President/Mayor to remove any appointed officer upon written charge whenever, in the Mayor's opinion, the interests of the municipality demand such removal.

Please be advised that this notice is issued only to the extent that a formal removal is even required by applicable law under the circumstances giving rise to your retention to provide legal services to the Village. It is the position of the Office of the Mayor that neither Joe Cainkar nor the Law Offices of Louis P. Cainkar, Ltd. were ever formally appointed by the current Mayor to the office of Village Attorney. As such, you have been serving merely as temporary "holdover" officers. This notice serves to formalize the end of that holdover period and ensure a clear transition of administration

In accordance with state law, I will report the reasons for this removal to the Board of Trustees at a meeting to be held no less than five (5) and no more than ten (10) days from today's date.

The charges supporting this removal include, but are not limited to:

- **Failure to Inform:** A consistent failure by Cainkar to keep the Mayor adequately informed regarding Village affairs, pending legal matters, and critical administrative developments.

- **Misalignment of Administrative Goals:** Cainkar's oversight of financial transactions and various other municipal dealings have run afoul of the desires, policy directions, and transparency standards of the current administration.
- **General Maladministration:** Cainkar's acts and omissions have undermined the trust necessary between the Mayor's office and legal counsel, hindering the proper administration of Village business.

You are hereby directed to:

1. **Withdrawal as Counsel of Record:** Please take all necessary steps to withdraw as counsel of record for the Village in any matter in which you have filed an appearance.
2. **Cease Representation:** Immediately cease performing all duties, providing legal advice, or representing yourself/the firm as agents or counsel for the Village of Manteno.
3. **File Transfer:** Compile and prepare for immediate transfer all Village records, litigation files, active contracts, electronic data, and work-product currently in your possession, and provide them to the Village Clerk within ten (10) business days.
4. **Surrender Property:** Surrender any Village-owned property, including keys, access credentials, or electronic devices, if applicable.
5. **Outstanding Invoices:** Within ten (10) business days, provide all outstanding invoices and a final invoice through today's date to the Village Clerk.

Nothing in this letter shall be construed as a waiver of any rights, remedies, claims, or defenses available to the Village of Manteno or the Village, all of which are expressly reserved.

Respectfully,

Annette LaMore

Dawn Gesky

From: CJ Boudreau
Sent: Friday, June 19, 2026 12:10 PM
To: Dawn Gesky
Subject: FOIA
Attachments: Manteno - Village Attorney Removal Letter REV06122026.docx

This is the only think I have.

Get [Outlook for iOS](#)

From: Annette LaMore <alamore@villageofmanteno.com>
Sent: Monday, 15 June 2026 08:27:59
To: Joseph Cainkar <joe@lfcltd.net>
Cc: CJ Boudreau <cboudreau@villageofmanteno.com>; Michael Barry <mbarry@villageofmanteno.com>; Margaret Vaughn <mvaughn@villageofmanteno.com>; Annette Zimbelman <azimbelman@villageofmanteno.com>; Joel Gesky <jgesky@villageofmanteno.com>; Todd Crockett <tcrockett@villageofmanteno.com>; Steven Orth <sorth@villageofmanteno.com>
Subject: Employment Status

Dear Joe,

Please see the attached letter regarding an official update on your employment status with the Village of Manteno. The attached document details the termination of your employment. If you have any questions about this transition or need further information, please reply directly to this email.
Thank you for your many years of service to the Village of Manteno.

Sincerely,

Annette LaMore, Mayor



Village of **Manteno**

June 15, 2026

~~~~

**BOARD OF TRUSTEES  
REGULAR MEETING**

6:00 P.M.

~~~~

**PRESIDENT
ANNETTE LAMORE**

**VILLAGE CLERK
STEVEN ORTH**

TRUSTEES
MIKE BARRY CJ BOUDREAU
TODD CROCKETT JOEL GESKY
PEGGY VAUGHN ANNETTE ZIMBELMAN

~~~~

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

MANTENO VILLAGE BOARD  
REGULAR MEETING AGENDA

**Monday, June 15, 2026 – 6:00 P.M.**

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

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. OPENING INVOCATION

4. ROLL CALL

5. READING OF AGENDA

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

❖ Regular Meeting Minutes: June 1, 2026

7. PUBLIC PARTICIPATION

8. REPORTS OF VILLAGE OFFICIALS:

All reports will be ORAL

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

- 1) Presentations
- 2) Appointments
  - Consideration Re: A Motion to Appoint James M. Vasselli of Vasselli Law 2021 Midwest Rd, Suite 200, Oak Brook, IL Village Attorney
- 3) Proclamations
- 4) Requests
  - Consideration Re: A Motion to Approve a Donation to Harbor House in the Amount of \$36,840.00
- 5) Announcements
- 6) Discussion
- 7) Old Business
- 8) New Business

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

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

C) **COMMITTEE REPORTS:**

- 1) **Finance (Trustee Barry)**
  - a) Old Business on Agenda: None
  - b) New Business on Agenda:  
**Payment of Bills: \$** (includes TIF #3-\$0) **\$136,507.82**
  - c) Bills Authorized and Paid between Board Cycle \$

- d) Finance Committee Meeting Report:
  - e) NEXT Finance Committee Meeting:
    - Monday – 07/20/26, 5:00pm, Village Board Room
- 2) **Planning & Zoning (Trustee Boudreau)**
- a) Old Business on Agenda: None
  - b) New Business on Agenda:
  - c) Planning & Zoning Committee Meeting Report:
  - d) Next Planning & Zoning Committee Meeting:
    - Wed. - 07/8/26, 7:00 am, Village Board Room
  - e) NEXT Plan Commission Meeting:
    - Tues. – 07/14/26, 6:00 pm
- 3) **Public Safety & Health (Trustee Vaughn)**
- a) Old Business on Agenda: None
  - b) New Business on Agenda:
  - c) Public Safety Committee Report:
  - d) NEXT Public Safety & Health Committee Meeting:
    - Monday – 07/20/26, 5:00pm, Village Board Room
- 4) **Public Works & Utilities (Trustee Crockett)**
- a) Old Business on Agenda: None
  - b) New Business on Agenda:
  - c) Public Works Committee Meeting Report:
  - d) NEXT Public Works Committee Meeting:
    - Tues. – 06/23/26, 7:00am, Village Board Room
- 5) **Properties and Recreation (Trustee Gesky)**
- a) Old Business on Agenda: None
  - b) New Business on Agenda:
  - c) Properties & Recreation Committee Meeting Report:
  - d) NEXT Properties & Recreation Committee Meeting:
    - Wed- 07/08/26, 7:00am, Village Board Room
- 6) **General Government (Trustee Zimbelman)**
- a) Old Business on Agenda: None
  - b) New Business on Agenda:
  - c) General Government Committee Meeting Report:
  - d) NEXT General Government Committee Meeting:
    - Tues-06/23/26, 7:00am, Village Board Room

## 9. OLD BUSINESS:

- (A) **CONSIDERATION RE:** A Motion to Reconsider ORDINANCE NO. 26-02, An Ordinance Amending Title 1, Administrative, Chapter 6, Board of Trustees, of the Village of Manteno Municipal Code, by Adding Section 10, Remote Attendance
- (B) **CONSIDERATION RE:** A Motion to Approve ORDINANCE NO. 26-02, An Ordinance Amending Title 1, Administrative, Chapter 6, Board of Trustees, of the Village of Manteno Municipal Code, by Adding Section 10, Remote Attendance, over the Veto of Mayor
- (C) **CONSIDERATION RE:** A Motion to Reconsider vote on an Estimate from Scenic Landscaping in the Amount of \$9,350.00 to Replace 9 Trees on Main Street

- (D) **CONSIDERATION RE:** A Motion to Approve Estimate from Scenic Landscaping in the Amount of \$9,350.00 to Replace 9 Trees on Main Street over the Veto of Mayor
- F) **ORDINANCE 26-03:**  
An Ordinance Establishing a Tax Reimbursement Account For The 2025 Tax Year And Authorizing Distributions To Owners Of Taxable Homestead Property Within The Village Of Manteno, Kankakee County, Illinois
- G) **CONSIDERATION RE:**  
A Motion to Approve Installation of 3 Park Benches Along Village Paths at a Cost of \$2,500 per Bench

#### 10. NEW BUSINESS:

- A) **CONSIDERATION RE:**  
A Motion to Approve a PSA with HR Green for 2026 MFT Resurfacing Program
- B) **CONSIDERATION RE:**  
A Motion to Approve the Purchase of a 2027 F750 Crew Cab Dump/Plow Truck from Lindco Equipment Sales at a Cost of \$199, 247.00
- C) **ORDINANCE 26-04**  
An Ordinance of the Village of Manteno, Kankakee County, IL Amending and Restating the Village of Manteno Investment Policy
- D) **ORDINANCE 26-06:**  
Authorizing the Sale of Personal Property (Surplus Municipal Equipment)
- E) **CONSIDERATION RE:**  
A MOTION to approve PAYMENT OF BILLS in the amount of **\$136,507.82** (Including: TIF #3-\$0).

#### 11. COMMENTS

Comments and additional information of general interest to Village residents.

#### 12. EXECUTIVE SESSION

Discussion regarding Gotion

#### 13. ADJOURNMENT

#### MEETING SCHEDULE

##### **BOARD & COMMISSION MEETINGS**

VILLAGE BOARD ROOM

Village Board: .....1<sup>st</sup> & 3<sup>rd</sup> Mon. 6:00 pm

Plan Commission: ..... 2<sup>nd</sup> Tues 6:00 pm

##### **COMMITTEE of the WHOLE MEETINGS**

VILLAGE BOARD ROOM

As Public Works: .....4<sup>th</sup> Tues, 7:00 am

As Gen. Govern: ..... 4<sup>th</sup> Tues. 7:00 am

As Public Safety: .....3<sup>rd</sup> Mon 5:00 pm

As Planning & Zoning: ..... 2<sup>nd</sup> Wed. 7:00 am

As Finance: .....3<sup>rd</sup> Mon 5:00 pm

As Properties & Rec: ..... 2<sup>nd</sup> Wed 7:00 am



**Village of Manteno  
Board Meeting  
Monday June 1, 2026  
6:00 pm**

**Roll Call:**

Trustee Mike Barry  
Trustee CJ Boudreau  
Trustee Peggy Vaughn  
Trustee Todd Crockett  
Trustee Joel Gesky  
Trustee Annette Zimbelman

**Also Present:**

Al Swinford – Chief of Police  
Joseph Cainkar – Village Attorney  
Jim Hanley – Superintendent of Public Works  
Sheila Martin - Treasurer  
Ashley Peterson – Marketing and Communications Director

The meeting called to order by Mayor LaMore followed by the Pledge of Allegiance.

Reverend Dan Fortin gave opening invocation.

Roll call was done

Trustee Boudreau requested the following amendments to the regular board meeting minutes for May 18, 2026: correct the misspelling of Sheila Martin's name; correct the misspelling of Boudreau in item #12; add the word on after vote for grammatical clarity; and revise the adjournment vote to 4-2 instead of 6-0.

Motion by Boudreau, seconded by Crockett to approve the amended board meeting minutes from May 18, 2026.

Motion approved : 6-0

**Public Participation:**

Pat Martin- spoke about the forensic audit  
Dolly Carson – introduce herself to Trustee Boudreau  
Sandy Chiz- spoke about the forensic audit  
Angelia Gear- spoke about Visit Kankakee County  
Diane Sauerbier- spoke about changes after the forensic audit  
Bill Barnes- spoke about Village Administrator and Res. 26-03  
Emily Hermann- spoke about overpass ideas  
Francine Fatima- likes living in Manteno  
John and Nancy Kaufman- promoted Hero, Hog, & Hot Rods  
Greg Olegars- spoke about forensic audit  
Ann Gates- spoke about data centers and Gotion

**Village President's Report:**

Mayor read a letter stating she would not be executing any contracts with Chris LaRocque, Jim Hanley, or Chief Swinford

Vetoed Ordinance 26-02 Remote Attendance

Vetoed estimate from Scenic Landscaping in the Amount of \$9,350.00 to Replace 9 Trees on Main Street

Recap of the forensic audit

Appointment of Steven Orth as Village Clerk to replace the vacancy made by Allen Pickrel's resignation.

A motion to appoint Steven Orth Village Clerk by Trustee Gesky and seconded by Trustee Barry. Motion passed 6-0

Steven Orth sworn in as Village Clerk

A motion to appoint Chris Pilbeam to the Planning Commission Board by Trustee Bary and seconded by Trustee Vaughn. Trustee Crockett, Trustee Gesky, and Trustee Zimbelman voted no. Trustee Barry, Trustee Boudreau, and Trustee Vaughn yes. Motion tied 3-3 . Mayor LaMore voted yes motion passed

A motion to appoint Dolly Carson to the Planning Commission made by Trustee Barry seconded by Trustee Vaughn. Trustee Boudreau and Trustee Crockett abstained, Trustee Gesky and Trustee Zimbelman voted no. Motion passed 3-3 Mayor LaMore voted yes

Locks of Love lights need replacing

Raise Craze winner from Elementary school will get to be mayor for the day tomorrow

A motion to approve a contract with Chris LaRocque, Village Administrator made by Trustee Boudreau seconded by Trustee Zimbelman. Trustee Barry and Trustee Vaughn voted no. Motion passed 4-2

A motion to approve a contract with Al Swinford, Chief of Police made by Trustee Boudreau seconded by Trustee Barry. Motion passed 6-0.

A motion to approve a contract with Jim Hanley, superintendent of Public Works made by Trustee Crockett seconded by Trustee Zimbelman. Trustee Barry abstained, Trustee Vaughn voted no. Motion passed 4-1. (1 abstain)

**Committee Reports:****Finance – Trustee Barry**

Payment of the Bills in the amount of \$112,506.98. Bills Authorized and Paid between Board Cycle: \$3110.01

Next Finance Committee Meeting is Monday June 15, 2026, 5:00 pm at Village Board Room.

**Planning & Zoning – Trustee Boudreau**

Nothing on agenda tonight

Next Planning and Zoning Committee Meeting is Wednesday June 10, 2026, at 7:00 am at Village Board Meeting. The next Planning Commission meeting is Tuesday June 09, 2026, at 6:00 pm in the Village Board Room.

**Public Safety and Health – Trustee Vaughn**

Nothing on agenda tonight

Next Public Safety Committee Meeting is Monday June 15, 2026, at 5:00 pm in the Village Board Room.

Public Safety Report given by Sergeant Dan Lengel. Sgt. Lengel discussed Park Rangers and their duties at the Square on Second.

**Public Works and Utilities - Trustee Crockett**

Nothing on the agenda tonight

Next Public Works Committee Meeting is Tuesday June 2, 2026, at 7:00 am in the Village Board Room

Jim Hanly gave Public Works updates on ongoing projects, discussion regarding Square on Second updates

**Properties and Recreation – Trustee Gesky**

Nothing on the agenda tonight

The next Properties and Recreation Committee Meeting is Tuesday June 10, 2026, 7:00 am in the Village Board Room.

**General Government – Trustee Zimbelman**

Nothing on the agenda tonight

Next General Government Committee Meeting is Tuesday June 2, 2026, at 7:00 am in the Village Board Room.

Ashley Peterson shared upcoming events: Cruise Nights, Manteno Market at the Square on Second, Movies in the Park and spoke about the benefits of Visit Kankakee County.

**New Business:**

A Motion to Approve Installation of 3 Park Benches Along Village Paths at a Cost of \$2,500 per Bench. Motion to approve by Trustee Gesky Seconded by Trustee Boudreau. Trustee Barry, Trustee Vaughn, and Trustee Crockett voted no. Motion did not pass 3-3.

Resolution 26-03 A Resolution Approving an Intergovernmental Agreement by and Between the County of Kankakee, City of Kankakee, Village of Bourbonnais, Village of Manteno, and Kankakee County Convention and Visitors Bureau, Inc. for the Promotion of Tourism in Kankakee County, Illinois. Motion to approve made by Trustee Zimbelman seconded by Trustee Boudreau. Trustee Barry and Trustee Vaughn voted no. Motion passed 4-2.

Ordinance 26-03 An Ordinance Establishing a Tax Reimbursement Account for the 2025 Tax Year and Authorizing Distributions to Owners of Taxable Homestead Property Within the Village of Manteno, Kankakee County, Illinois. Motion to approve by Trustee Barry Seconded by Trustee Vaughn-Trustee Boudreau, Trustee Vaughn, Trustee Crockett, Trustee Gesky, and Trustee Zimbelman voted no. Motion did not pass 1-5.

Motion to approve Payment of Bills in the amount of \$112,506.98 (including: TIF #3 - \$0)

Motion to approve made by Trustee Gesky and seconded by Trustee Crockett. Motion passed 6 to 0.

Motion by Trustee Gesky and seconded by Trustee Crockett to adjourn meeting at 7:35 pm.

Motion approved 6-0.

**ORDINANCE NO. 26-02**

**AN ORDINANCE AMENDING TITLE 1, ADMINISTRATIVE,  
CHAPTER 6, BOARD OF TRUSTEES, OF THE VILLAGE OF  
MANTENO MUNICIPAL CODE, BY ADDING SECTION 10,  
REMOTE ATTENDANCE**

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

**Section 1**

That Title 1, Administrative, Chapter 6, Board of Trustees, of the Village of Manteno Municipal Code, be amended by adding Section 1-6-10, Remote Attendance, to read as follows:

**1-6-10: REMOTE ATTENDANCE:**

(a) The president, any trustee, and any other member of any board, commission, or committee, may attend a meeting (open or closed) remotely by video or audio conference provided:

(i) a quorum of the members of the public body is physically present at the location of the meeting;

(ii) the official seeking to attend the meeting by video or audio conference provides notice of his/her intent to attend the meeting by other means not less than 48 hours before the meeting, unless advance notice is impractical given the nature of his/her inability to be physical present at the meeting; and

(iii) the official is prevented from physically attending the meeting due to (A) personal illness or disability; (B) employment purposes or the business of the public body; (C) a family or other emergency; (D) unexpected childcare obligations; or (E) performance of active military duty as a service member.

(b) Advance notice of an official's intent to attend a meeting by video or audio conference shall be given to the Village Clerk and Village Administrator in writing by letter or email, and shall include, to the extent it would not violate the official or other person's personal privacy, the factual basis for the categorical qualification under which remote attendance is permitted. Telephonic notice of an official's intent to attend a meeting shall be sufficient when advance written notice is impractical.

(c) The Village Clerk or Village Administrator, or a designee, upon receipt of such notice, shall forward the notification to the other members of the public body as soon as is practicable, but in no event later than the commencement of the meeting in question.

(d) The failure of the Village Clerk or Village Administrator, or a designee, to forward the notice to the other members of the public body shall not be an impediment to or act to bar the official's attendance and participation in the meeting.

(e) The Village Clerk or Village Administrator shall make appropriate arrangements to equip the meeting site with video or audio equipment sufficient to accommodate the remote official and allow them to attend the meeting. The video or audio equipment shall allow for contemporaneous communication capabilities between members physically present at the meeting site and the official attending remotely. The video or audio equipment shall provide an output sufficient for the on-site members and audience to hear the remote official during the meeting.

(f) The remote official shall be responsible for supplying his/her own video or audio equipment sufficient to allow for contemporaneous communication capabilities with members physically present at the meeting. The remote official shall attend the meeting from a single static location that is quiet to maximize equipment capabilities and minimize extrinsic disruptions.

(g) The Village Clerk or Village Administrator shall allow for the initial video or audio connection to the remote official prior to the commencement of the meeting. The connection shall be maintained until the adjournment of the meeting, or the official disconnects from the meeting.

(h) After establishing that there is a quorum physically present at a meeting, the presiding officer shall state that:

(i) a notice was received from the official of his/her desire to participate in the meeting by video or audio conference;

(ii) the official is authorized to attend and participate in the meeting by video or audio conference by reason of the specific categorical qualification, which shall be stated; and,

(iii) the official shall be considered present and in attendance at the meeting.

(i) An official attending a meeting by video or audio conference shall be deemed present and permitted to participate and vote in the same manner and capacity as those members physically present at the meeting. All rules of procedure governing the members physically present at the meeting shall govern the member at the remote location.

(j) No official attending a meeting by video or audio conference shall be muted during the meeting.

(k) During a closed session of a meeting, the official attending the meeting by video or audio conference shall be and remain in a private and secure location such that no third party can overhear the public body's discussion.

(l) All votes called at a meeting attended by an official by video or audio conference shall be by roll call vote.

(m) The meeting minutes of any meeting attended by an official by video or audio conference shall reflect and state specifically which members are physically present and which member is present by video or audio conference.

(n) All meetings of a public body shall be chaired by a person physically present at the meeting. In the event the person attending the meeting by video or audio conference is the chair of the public body, the public body shall elect a temporary chairman from its members physically present to conduct the meeting.

(o) Any official attending a meeting by video or audio conference may be removed and disconnected from the meeting with the approval of a majority of the members physically present at the meeting for the following reasons:

(i) the official attending a meeting by video or audio conference does not appear to be participating in the meeting on a continuous and uninterrupted basis as determined from the facts established at the meeting;

(ii) repeated audio disruptions of the meeting from third-parties or devices originated from the location where the official is attending the meeting by video or audio conference;

(iii) repeated issues related to connectivity (interference or disconnections) caused by the equipment or circumstances of the official present by video or audio conferencing; and,

(iv) for closed sessions, the official attending a meeting by video or audio conference is not in a secure and private location and is incapable of moving to a secure and private location.

The removal and disconnection of an official shall in no way effect the participation, votes, or action taken by that official prior to the removal and disconnection.

## **Section 2**

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

## **Section 3**

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed insofar as they conflict herewith.

## **Section 4**

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

PASSED by the Board of Trustees of the Village of Manteno, Illinois and deposited in the office of the Village Clerk this 15<sup>th</sup> day of June, 2026.

DEPOSITED with the Village Clerk this  
15<sup>th</sup> day of June, 2026.

---

STEVEN ORTH, Village Clerk

APPROVED by me this 15<sup>th</sup>  
day of June, 2026.

---

ANNETTE LAMORE, Village President

Scenic Landscaping, LLC  
499 Brian Drive  
Manteno, IL 60950

Date 5/12/2026  
Estimate # 2049

Name / Address

Village of Manteno  
Jim Hanley  
98 East Third Street  
Manteno IL 60950

P.O. #  
Terms Net 15

Due Date 5/27/2026  
Other

| Description                                                                                                             | Qty | Rate     | Total    |
|-------------------------------------------------------------------------------------------------------------------------|-----|----------|----------|
| VILLAGE OF MANTENO: MAIN STREET PROJECT                                                                                 |     |          |          |
| TREE REMOVAL & DISPOSAL                                                                                                 |     |          |          |
| Tree Removal: Remove Pear Trees Lining Main Street (East Side)                                                          |     |          |          |
| >Total Trees Removed: 9                                                                                                 |     |          |          |
| >Dig Out Root Ball and Tree Roots to allow for Replanting                                                               |     |          |          |
| Disposal: Yard Waste (2 Truck Loads)                                                                                    |     |          |          |
| TREE INSTALLATION                                                                                                       |     |          |          |
| Tree Installation: Narrow, Upright Columnar Tree Options (Kindred Spirit Oak, Gladiator Crabapple, Red Jewel Crabapple) |     |          |          |
| >Total Trees Installed: 9                                                                                               |     |          |          |
| Delivery: Pick Up and Deliver Trees to Site                                                                             |     |          |          |
| DIRT INSTALLATION                                                                                                       |     |          |          |
| Dirt Installation: Pulverized Dirt / Planting Compost                                                                   |     |          |          |
| >Backfill New Trees                                                                                                     |     |          |          |
| Material & Labor: Main Street Tree Project                                                                              | 1   | 9,350.00 | 9,350.00 |

Thank you for choosing Scenic Landscaping! We value your business.

Subtotal  
Sales Tax (0.0%)  
Total

sceniclandscaping@comcast.net

815-954-8085 P  
815-461-8084 F

## **ORDINANCE NO. 26-07**

### **AN ORDINANCE ESTABLISHING A TAX REIMBURSEMENT ACCOUNT FOR THE 2025 TAX YEAR AND AUTHORIZING DISTRIBUTIONS TO OWNERS OF TAXABLE HOMESTEAD PROPERTY WITHIN THE VILLAGE OF MANTENO, KANKAKEE COUNTY, ILLINOIS**

WHEREAS, the Fiscal Responsibility Law (35 ILCS 200/30-1, *et seq.*) authorizes the corporate authorities of a taxing district to transfer surplus funds into a Tax Reimbursement Account;

WHEREAS, the Board of Trustees has determined that the Village has surplus funds and that \$650,000.00 should be transferred into a Tax Reimbursement Account; and

WHEREAS, the Board of Trustees has determined that disbursements should be made to the owners of all taxable homestead property in the Village in an amount equal to 50% of the Village portion of the 2025 tax bill paid in 2026.

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

#### **Section 1**

A Tax Reimbursement Account is hereby established as an account of the General Fund.

#### **Section 2**

It is hereby declared that the Village has a surplus of \$650,000.00 in General Fund monies, and such surplus monies shall be transferred and deposited into a Tax Reimbursement Account.

#### **Section 3**

The Village Treasurer is hereby directed to disburse from the Tax Reimbursement Account to each owner of taxable homestead property in the Village in 2026 an amount equal to 50% of the Village portion of the 2025 tax bill on such homestead property.

#### **Section 4**

To be eligible for a distribution, a person must be the legal or equitable owner occupant of taxable homestead property, as defined in 35 ILCS 200/15-175, from January 1, 2025 through December 31, 2025, receive no rental income from other residents of the homestead property, be liable for the payment of property taxes, and shall not be in arrears of a debt due and owing the Village of Manteno including, but not limited to, non-payment of bills, taxes, accounts, tickets and fines. An application for a distribution shall be filed with the Village Treasurer on or before October 30, 2026, accompanied by such

information as required by the Village Treasurer. The Village Treasurer shall approve such distributions as meet the requirements of this ordinance and the Fiscal Responsibility Law and make payments thereto. Only one distribution shall be made per property. The Village Treasurer may require evidence of ownership, residency, payment of taxes, and such other information as necessary to determine whether a distribution should be made and the amount thereof. Determination as to eligibility as homestead property by the Kankakee County Assessor shall not be final and binding upon the Village. Determination by the Village Treasurer that rental income is received shall be final and shall not be subject to any review or appeal.

## **Section 5**

In the event there are excess funds in the Tax Reimbursement Account following the time-period for disbursements hereunder, said excess funds shall be transferred and deposited into such accounts of the General Fund as the corporate authorities deem necessary and advisable.

## **Section 6**

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

PASSED by the Board of Trustees of the Village of Manteno, Illinois and deposited in the office of the Village Clerk on this 15<sup>th</sup> day of June 2026.

DEPOSITED with the Village Clerk this  
15th day of June 2026.

---

STEVEN ORTH, Village Clerk

APPROVED by me this 15th  
day of June 2026.

---

ANNETTE LAMORE, Village President



## ORDER FORM/PROPOSAL

Box 7075  
Westchester, IL 60154  
708-579-9055  
708-579-0109 (fax)  
1-800-526-6197

**Please Provide and/or Verify Bill To and Ship To address information when ordering.**

October 2, 2025

**BILL TO:**

Village of Manteno  
98 E. 3rd St.  
Manteno, IL 60950  
Attention: Jim Hanley

**SHIP TO:**

TBD

**PROJECT NAME:**

**CALL 24 HOURS PRIOR TO DELIVERY:**

| <u>QTY.</u> | <u>ITEM</u> | <u>DESCRIPTION</u>            | <u>EACH</u> | <u>TOTAL</u> |
|-------------|-------------|-------------------------------|-------------|--------------|
| 1           | 58-60       | 6' Steel Bench, Surface Mount |             | \$ 1,596     |
|             |             | SPECIAL DISCOUNT              |             | (80)         |
|             |             | SHIPPING COST                 |             | 398          |
|             |             | TOTAL                         |             | \$ 1,914     |

Above pricing includes shipping cost but not installation.

\*Please note, the price above is good for products ordered within the next 30 days and shipped in 2025. If the products are not shipped until 2026, a price increase may apply.

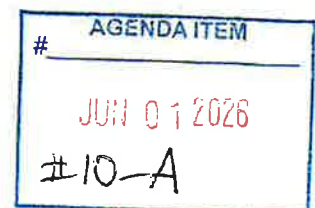
**Please include a copy of your Sales Tax Exemption Certificate with Order Placement. Sales Tax will be charged, if applicable.**

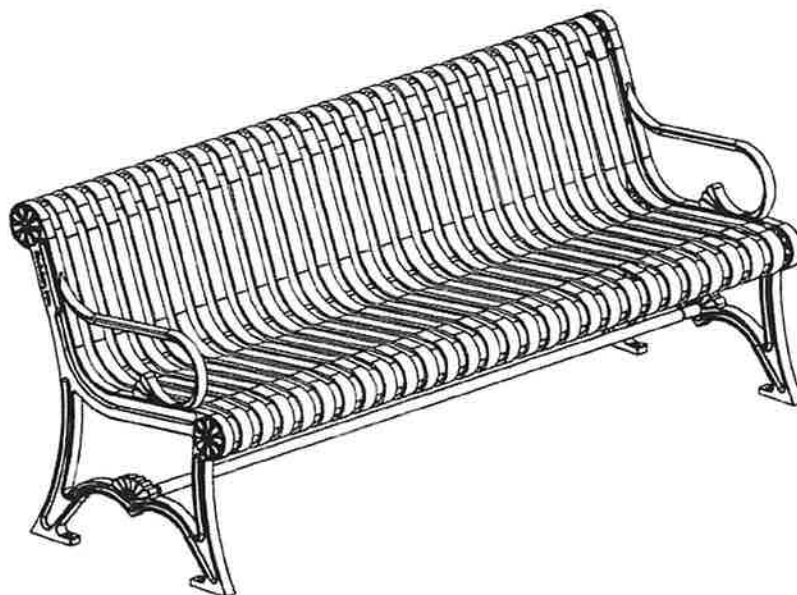
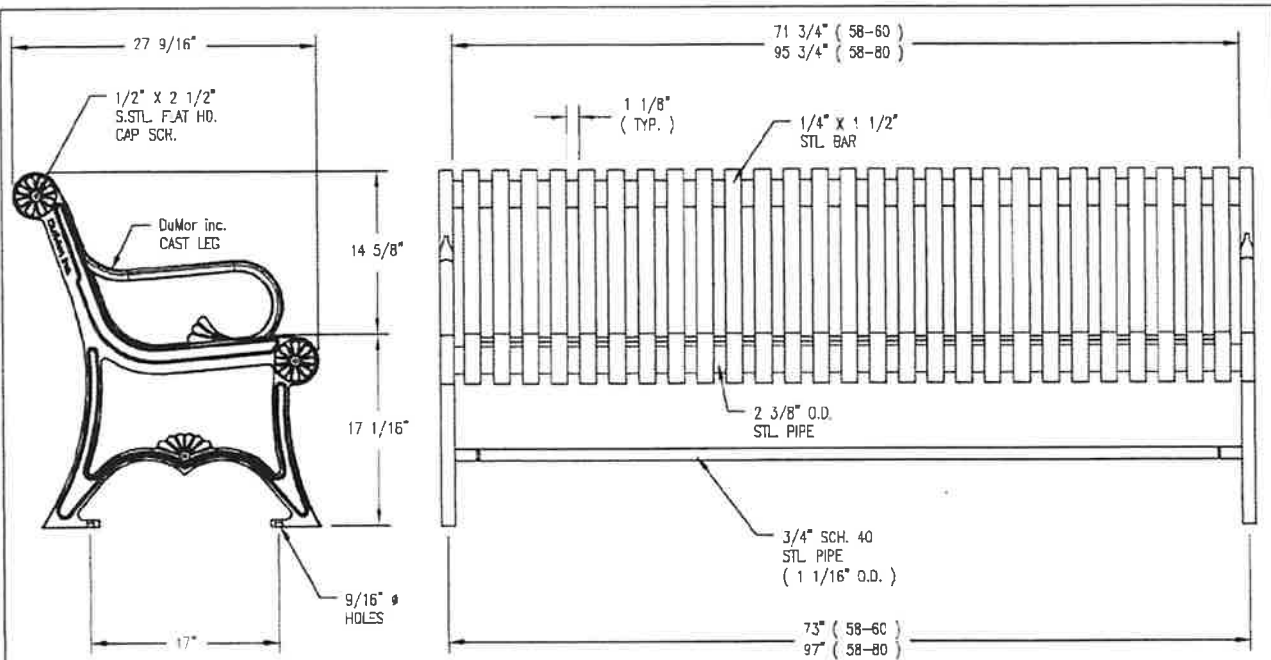
**NOTE:** Receiving Party is responsible for removing product from truck to ground upon delivery. Please keep this in mind when providing the Ship To Address, Contact Name and Phone Number. Liftgate and/or Inside delivery are available upon request at additional cost.

**TERMS:** Our terms are net 30 from date of shipment to tax supported institutions or those who have an account with us. 1-1/2% per month interest will be charged on past due accounts.

|                   |       |
|-------------------|-------|
|                   |       |
| Signature         | Title |
| Signature Printed | Date  |

MNT25VIL1.JLF





#### NOTES

- 1.) ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.
- 2.)  $1/2" \times 3 \frac{3}{4}"$  EXPANSION ANCHOR BOLTS PROVIDED.
- 3.) CUSTOM LETTERING AVAILABLE FOR RECESSED SIDE PANELS ( TOTAL OF 37 SPACES )

☐ CUSTOM LETTERING ( 37 SPACES )

#### LENGTH OPTIONS

- ☐ 6' BENCH  
☐ 8' BENCH



BENCH

DATE DRAWN : 3/22/94  
 DRAWN BY : AH  
 DATE REV. : 11/21/99  
 REV. BY : JSB

REV.  
 D

DRAWING  
 NUMBER

58 SERIES

SHEET  
 1 OF 2

# NOTES:

- 1.) DURING ASSEMBLY PROCEDURE;  
DO NOT COMPLETELY TIGHTEN HARDWARE.
- 2.) THE ACTUAL PARTS WILL NOT BE NUMBERED.  
NUMBERS ONLY APPLY TO DRAWING.
- 3.) UPON COMPLETION OF ASSEMBLY SQUARE  
ALL COMPONENTS THEN TIGHTEN ALL HARDWARE.
- 4.) MOUNT AND ANCHOR AS SPECIFIED.

# TOOLS REQ'D

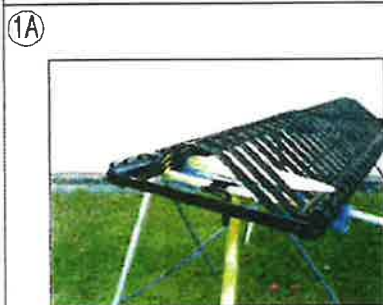
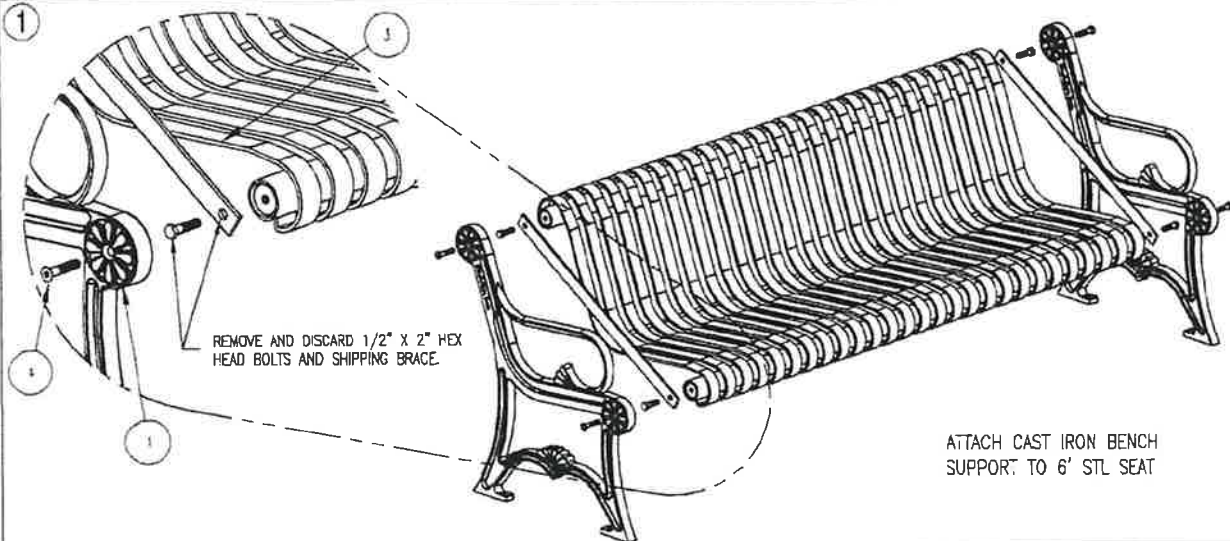
3/4" WRENCH  
5/16" ALLEN WRENCH  
1/2" MASONRY DRILL BIT  
DRILL  
RATCHET STRAP (PROVIDED)

# PARTS LIST

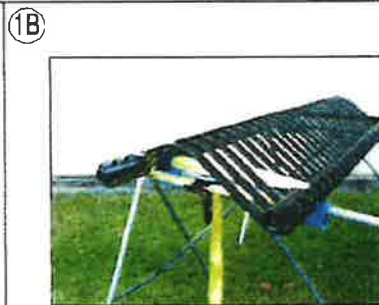
| ITEM | QTY | PART NO    | DESCRIPTION                       |
|------|-----|------------|-----------------------------------|
| 1    | 2   | C-57-00-02 | CAST IRON BENCH SUPPORT           |
| 2    | 1   | C-57-60-04 | 71 3/4" PIPE BRACE                |
| 3    | 1   | O-58-60-01 | 6' STL SEAT                       |
| 4    | 6   | 1-12-065   | 1/2" X 2 1/2" FLT SKT -HD CAP SCR |

# KITS PROVIDED

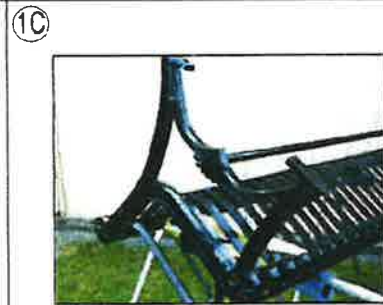
| ITEM | QTY | PART NO     | DESCRIPTION                       |
|------|-----|-------------|-----------------------------------|
| 5    | 1   | K-FC0840-6  | 1/2" CAP HARDWARE KIT (6PC)       |
| 6    | 1   | K-ANC0860-4 | 1/2" X 3 3/4" SS ANCHOR KIT (4PC) |



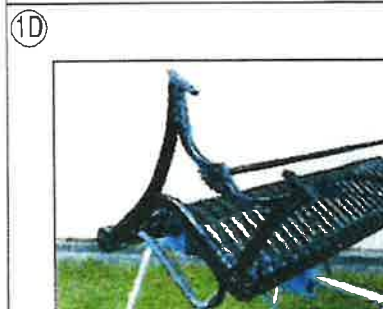
PLACE SEAT ASSEMBLY ON WORK SURFACE ALLOWING ACCESS TO ENDS. PLACE RATCHET STRAP AROUND SEAT ASSEMBLY AS SHOWN ABOVE.



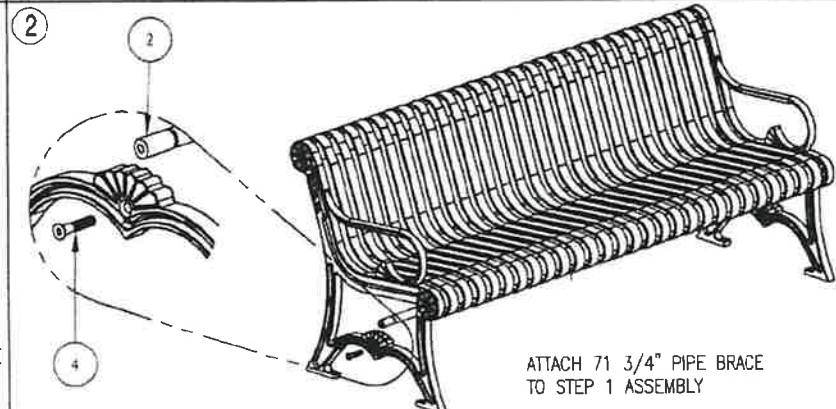
TIGHTEN STRAP UNTIL SHIPPING BRACKET BECOMES LOOSE. THEN REMOVE AND DISCARD BOLTS & SHIPPING BRACKET.



ATTACH CAST SUPPORT TO SEAT ASSEMBLY. IF HOLES IN CASTING DO NOT ALIGN WITH THE SEAT ASSEMBLY, ADJUST BY USING THE RATCHET STRAP.



TIGHTEN HARDWARE THEN REMOVE RATCHET STRAP AND REPEAT THIS PROCEDURE ON THE OTHER END OF BENCH.



**DuMor, inc.**

ASSEMBLY  
INSTRUCTIONS

DATE DRAWN : 3/22/94  
DRAWN BY : AH  
DATE REV. : 11/21/99  
REV. BY : JSB

REV.  
D

DRAWING  
NUMBER

58 SERIES

SHEET  
2 OF 2



JOHNSON  
DUMONT



## **PROFESSIONAL SERVICES AGREEMENT**

**For**

**Manteno, IL – 2026 MFT Resurfacing Program  
Construction Engineering**

Prepared For:

Village of Manteno  
Mayor Annette LaMore and Trustees  
c/o Mr. Chris LaRocque, Village Administrator  
98 East Third St.  
Manteno, IL 60950  
Ph: 815.929.4800

Prepared By:

Bruce A. Hill, PE  
Municipal Executive – Governmental Services Engineering  
HR Green, Inc. 323 Alana Drive  
New Lenox, IL 60451  
815.462.9324

Project No. 2602149.01

June 10, 2026

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| <b>4.0</b> | <b>ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES</b> |
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THIS **AGREEMENT** is between the Village of Manteno (hereafter "CLIENT") and HR Green, Inc. (hereafter "COMPANY").

## **1.0 Project Understanding**

### **1.1 General Understanding**

The CLIENT has a yearly street resurfacing program. The CLIENT picks the streets and sets the limits for each street. The streets were identified in the Design Engineering agreement.

### **1.2 Design Criteria/Assumptions**

- IDOT Standard Specifications for Road & Bridge Construction
- Village of Manteno Code

## **2.0 Scope of Services**

The CLIENT agrees to employ COMPANY to perform the following services:

COMPANY will provide Construction Observation Services on a time and material, not-to-exceed contract amount basis. The man-hours provided for construction observation are based upon COMPANY providing the CLIENT with construction observation services for the 2026 MFT Resurfacing Project. The hours provided are based on 20 working days. Any additional work due to an extended schedule dictated by the contractor's performance or unanticipated work due to site conditions could warrant a contract addendum.

The following is a breakdown of the various tasks associated with the construction observation which will be completed by COMPANY.

### **A. Start Up**

COMPANY will complete a preconstruction video of the proposed construction area to document the existing conditions prior to the start of construction, if needed.

COMPANY will ensure that the project details, construction timelines, and any impacts that the project may create will be coordinated with the CLIENT prior to the start of construction.

COMPANY will mark, measure, and document contract removal pay items prior to the contractor starting work.

COMPANY anticipates a Construction Engineer will be onsite for approximately fifty (20) hours to complete the above noted coordination and construction preparation. A total of a total of fifty (20) hours have been allotted to complete the project start up.



## **B. Construction Observation**

COMPANY will be on-site to observe and verify that items being constructed and materials being utilized are in general conformance with the approved plans and specifications and the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

COMPANY will complete Inspector's Daily Reports (IDRs) and a daily diary, measure and document contract quantities, complete payment estimates, change orders, and weekly reports. COMPANY will verify that all materials incorporated into this project are IDOT approved and evidence of material inspection is in compliance with the Project Procedures Guide and Special Provisions of this contract. COMPANY shall keep the CLIENT informed as to the progress of construction.

COMPANY anticipates that a Construction Engineer will be onsite approximately thirty (30) hours per week for approximately five (5) weeks. An additional twenty (20) hours total have been allocated to a Senior Project manager to provide support to the Construction Engineer during construction observation operations. A total of one-hundred seventy (170) hours have been allotted for daily field construction observation for this project.

## **C. Meetings**

COMPANY will attend the preconstruction meeting at the CLIENT with the contractor and subcontractors. A total of five (5) hours have been allotted for the Senior Project Manager to attend the preconstruction meeting and prepare the agenda and complete the meeting minutes for one (1) additional construction progress meetings.

## **D. Administration/Coordination**

This task will involve the oversight of the project by management, which will include the on-going review of the project execution, documentation, schedule and budget, contract file management, and general correspondence between COMPANY, CLIENT, the contractor, and subcontractors. COMPANY has allotted sixteen (16) hours for the Senior Project Manager and administrative support for the project.

## **E. Project Close Out**

COMPANY anticipates approximately eighty (80) hours to complete the project closeout and final documentation for this project. This task includes the preparation of final job records, completion of punch list, final payment estimate, final change order, and all necessary coordination with IDOT to close out the MFT section number.

## **F. Material Testing**

Seeco Consultants, Inc. will provide the Quality Assurance Material Testing Services for this project. Quality Assurance testing for asphalt and concrete shall be completed in accordance with IDOT QC/QA requirement.



### **Disclaimer**

COMPANY shall not supervise, direct or have any control over the contractor's work. COMPANY shall not have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor. Also, COMPANY is not responsible for the contractor's safety precautions or programs in connection with this work. These rights and responsibilities are solely those of the contractor.

COMPANY shall not be responsible for any acts or omissions of the contractor, subcontractor or any entity performing any portion of the work, or any agents or employees of any of them. COMPANY does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract drawings and documents.

### **3.0 Deliverables and Schedules Included in this Agreement**

1. Notice to Proceed – NTP ..... June 16, 2026
2. Contractor Start (Anticipated – T.B.D.) ..... July 6, 2026
3. Project Completion Date ..... November 30, 2026

This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

### **4.0 Items not included in Agreement/Supplemental Services**

The following items are not included as part of this AGREEMENT (an additional agreement will be proposed for construction engineering once the low bidder has established their project schedule):

- N/A

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.

### **5.0 Services by Others**

Seeco Consultants, Inc. will perform the following services:

- Provide QA Testing Services – estimated at \$8,000.00

### **6.0 Client Responsibilities**

N/A



## **7.0 Professional Services Fee**

### **7.1 Fees**

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

### **7.2 Invoices**

Invoices for COMPANY's services will be submitted, on a monthly basis. Invoices will be due and payable upon receipt in accordance with the Illinois Prompt Payment Act 50ILCS 505. If any invoice is not paid within these timelines, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services.

### **7.3 Extra Services**

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

### **7.4 Exclusion**

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

### **7.5 Payment**

The CLIENT AGREES to pay COMPANY on the following basis:

**Time and Material basis with a Not to Exceed fee \$30,000.00.**

## **8.0 Terms and Conditions**

This Agreement is an addendum to and is considered part of the Master Agreement between CLIENT and COMPANY. All terms and conditions contained in that agreement apply to this Agreement.



This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

A handwritten signature in blue ink, appearing to read 'B. Hill'.

Bruce A. Hill  
Municipal Executive – Municipal Services – Engineering

Approved by:

A handwritten signature in blue ink, appearing to read 'Timothy J. Hartnett'.

Printed/Typed Name: Timothy J. Hartnett

Title: President – Municipal Services Date: June 10, 2026

#### VILLAGE OF MANTENO

Accepted by:

Printed/Typed Name: Annette LaMore

Title: Village President Date:

J:\2026\2602149.01\Admin\Contract\Client\PSA\_2602149.01\_Manteno\_IL\_2026 MFT Resurfacing\_-Construction\_6.10.2026.docx



2168 East 88th Drive  
Merrillville, Indiana 46410

Voice: (219)795-1448

Fax: (219)736-0892



Viking-Cives #062222-VCM

# QUOTATION

Quote Number: 260349I-SWL

Quote Date: Jun 11, 2026

Page: 1

## Quoted To:

Manteno, Village of  
98 East Third St  
Manteno, IL 60950  
USA

## TERMS & CONDITIONS OF QUOTE

- > Quotes are only valid for 30 days from date of quote.
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- > 25% restocking fee on all cancelled and returned orders.

| Customer ID | Good Thru | Payment Terms | Sales Rep |
|-------------|-----------|---------------|-----------|
| Manteno-01  | 7/11/26   | Net 30 Days   | 35878     |

| Quantity | Item | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|----------|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          |      | <p><b>SOURCEWELL CONTRACT:</b><br/> CONTRACT HOLDER: Viking-Cives<br/> CONTRACT NUMBER: 062222-VCM<br/> CONTRACT MATURITY DATE: 08/15/2026<br/> CONTRACT NUMBERS: SW-CH0900, SW-TK0100, SW-TK0554</p> <hr/> <p><b>SOURCEWELL MEMBER:</b><br/> MEMBER NUMBER: 41998<br/> MEMBER: Village of Manteno, IL<br/> CONTACT: Jim Hanley<br/> TITLE: Superintendent of Public Works<br/> PHONE: 815-929-4802<br/> E-MAIL: jhanley@villageofmanteno.com</p> <hr/> <p><b>CHASSIS PAYMENT TERMS:</b><br/> * Ordered chassis must be paid for within 30 days of delivery to Lindco.<br/> * In stock chassis must be paid for within 30 days of receiving your purchase order.<br/> * All chassis are subject to price increases up until time of delivery to Lindco.</p> <hr/> <p><b>ESTIMATED DELIVERY TIME FRAME:</b><br/> * Allow approximately 90-100 days for all equipment to be in stock at Lindco after receiving your purchase order.<br/> * Allow approximately 12-14 months to complete units, once all equipment and chassis are in stock at Lindco.<br/> ***Based on supply chain issues all of the above estimated time frames are subject to change.***</p> |

25% Restock Fee on All Cancelled and Returned Orders

|              |                  |
|--------------|------------------|
| Subtotal     | Continued        |
| Sales Tax    | Continued        |
| <b>TOTAL</b> | <b>Continued</b> |



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| Manteno-01  | 7/11/26   | Net 30 Days   | 35878     |

| Quantity | Item   | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|----------|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          |        | *****<br>Truck & equipment per below items mounted and fully operational.<br>*****                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 1.00     |        | <p>SOURCEWELL CHASSIS:</p> <p>2027 F750 Crew Cab</p> <ul style="list-style-type: none"> <li>* 6.7L Power Stroke V8 Turbo Diesel</li> <li>* Ford TorqShift HD 10-Spped Automatic with PTO Provision</li> <li>* Air Brakes (4 Wheel Drum)</li> <li>* 12,000 lb Cap. Non-Driving - Dana E-1202I - I-Beam Type</li> <li>* Taper-Leaf Springs, Parabolic 12,000 lb cap</li> <li>* Single Channel - Straight 'C' 14.18 SM, 120,000 psi</li> <li>* Frame Extension, Front - Integral 20" in front of grille</li> <li>* Vehicle Integration System 1.0</li> <li>* Embedded Modem Delete</li> <li>* To be ordered from Crosswell Ford</li> <li>* TOTAL CHASSIS PRICE: \$82,319.00</li> </ul> |
| 1.00     | 102434 | <p>DUMP BODY:</p> <p>Viking VGL- 10' Stainless Steel Dump Body per below specs</p> <ul style="list-style-type: none"> <li>* Internal Dog House</li> <li>* 84" ID</li> <li>* 7 gauge 201 2B</li> <li>* 1/4" AR450 floor</li> <li>* Stainless longmembers</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                  |

|              |                  |
|--------------|------------------|
| Subtotal     | Continued        |
| Sales Tax    | Continued        |
| <b>TOTAL</b> | <b>Continued</b> |

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| Quantity | Item                | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|----------|---------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          |                     | <ul style="list-style-type: none"> <li>* (3) Oval Rear Corner Posts</li> <li>* 24" Side Height</li> <li>* (14) Oval Light Hole Cab Shield Weld't SS</li> <li>* (12) Whelen 6" Oval Strobe Light Amber LED/CLR LEN</li> <li>* (2) 6" Oval LED Combo STT/BU</li> <li>* 34" SS Manual Tailgate</li> <li>* SS Manual Tailgate Kit</li> <li>* Body Install Kit VGL 9-11ft DA Telescopic</li> <li>* Body shipper kit - plumbing</li> <li>* Pull out ladder w/ grip strut body steps</li> <li>* Body Wiring 10-14 Cab Shield Lights</li> <li>* 2" red/white reflective tape</li> <li>* 6" Whelen Oval Strobe Light Amber LED, installed in top oval in each rear corner post</li> <li>* 6" Whelen Oval LED S/T/T, installed in middle oval in each rear corner post</li> <li>* 6" Whelen Oval LED Backup Lights, installed in bottom oval in each rear corner post</li> </ul> |
| 1.00     | 031-00406/031-00235 | <b>FENDERS AND MUD FLAPS:</b><br>Fleet Engineers Aero Slipper Poly ASP-25 Series Quarter Fender Kit w/ Post Style Mounts                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 2.00     | MFW2375-SS          | Lindco Mud Flap Bolting Plate-Stainless Steel (Each)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 1.00     | MD2436              | DuraGuard 3/8" HD 24" x 36" Guard Mud Flap - Black - with Lindco Equipment Sales, Inc. Logo & Merrillville, IN molded blue/white into flap (price per pair)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|          |                     | <b>ELECTRICAL AND LIGHTING:</b><br><b>JUNCTION BOXES:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

25% Restock Fee on All Cancelled and Returned Orders

|              |                  |
|--------------|------------------|
| Subtotal     | Continued        |
| Sales Tax    | Continued        |
| <b>TOTAL</b> | <b>Continued</b> |



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# QUOTATION

Quote Number: 260349I-SWL

Quote Date: Jun 11, 2026

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Viking-Cives #062222-VCM

## Quoted To:

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98 East Third St  
Manteno, IL 60950  
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|-------------|-----------|---------------|-----------|
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| Quantity | Item      | Description                                                                                                                                                                   |
|----------|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2.00     | PH-310    | Phoenix 10-Pole Junction Box                                                                                                                                                  |
| 1.00     | 510       | BACK UP ALARM:<br>Ecco back-up alarm, 97 dB, 12 VDC.                                                                                                                          |
| 1.00     | B95W      | BODY UP SWITCH AND LIGHT:<br>Buyers Dump Body Up Indicator                                                                                                                    |
| 1.00     | 0800850   | Imperial LED indicator light - red                                                                                                                                            |
| 1.00     | 0555743   | PLOW LIGHTS:<br>J.W. Speaker LED Plow Lights; built-in amber turn signal and lens heater. (Pair)                                                                              |
| 1.00     | PLB12SS   | Buyers stainless steel plow light brackets, extended for 2 post mount lights                                                                                                  |
| 1.00     | 430-0028  | TST Plow Light Switch                                                                                                                                                         |
| 1.00     | MWL-19    | SPREADER LIGHT:<br>Maxxima LED clear work light                                                                                                                               |
| 1.00     |           | PINTLE HOOK:<br>5/8" Pintle hook plate                                                                                                                                        |
| 1.00     | PH20      | Buyers 20 ton rigid mount pintle hook                                                                                                                                         |
| 2.00     | B46       | Buyers 3/4" drop forged D-ring w/weld bracket 4-1/2" x 4-1/2" O.D.                                                                                                            |
| 1.00     | LPC-B-WW2 | LED License Plate Light, Warm White                                                                                                                                           |
| 1.00     | M63319R   | Maxxima Surface Mount ID Bar/Center High Mount Stop Light (CHMSL) 9 LEDS, Red                                                                                                 |
| 1.00     | 593083    | Velvac 7-Way Pin Type Socket                                                                                                                                                  |
| 1.00     | 1112731   | HYDRAULIC SYSTEM:<br>PTO & PUMP:<br>Force America 6.2L-6.8L 124% Gas 2016+ F650/750 - F350-F550, Gas MY2017+<br>12V Elec/Hyd 16.0 GPM, 4x4, 4x2, PTO-Pump Combo 249HMLLX-B211 |
| 1.00     | 1090255   | Force America high PSI filter.                                                                                                                                                |

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Viking-Cives #062222-VCM

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| Quantity | Item                | Description                                                                                               |
|----------|---------------------|-----------------------------------------------------------------------------------------------------------|
|          |                     | RESERVOIR & VALVES:                                                                                       |
| 1.00     | 1097338             | Force America VT35G2-B-SS- stainless, 30 gallon reservoir/valve combo tank with slosh shield              |
| 40.00    | Hydraulic Oil       | Hydraulic Oil                                                                                             |
| 1.00     | HBV200              | Buyers 2" Ball Valve - Full Flow                                                                          |
| 1.00     | 1090692             | Force America Valve Assembly; D/A hoist, D/A plow raise & angle, auger & spinner                          |
|          |                     | CONTROLS:                                                                                                 |
| 1.00     | 1057390 Rev. B      | Force America kit, V40-VT35 bell crank assy., 9269A001                                                    |
| 2.00     | 1012168 Rev. B      | Force America kit, V20-VT35 bell crank assy., 9268A001                                                    |
| 1.00     | 1088582             | Force America single axis w/center lock control.                                                          |
| 1.00     | 1081747             | Force America double axis control.                                                                        |
| 3.00     | 1081834             | Force America 7' bulkhead RVC cable for use w/valve enclosure.                                            |
| 1.00     | 1082440             | Force America 1/2" NPT ports, double relief, Adj. 1500-3000 psi set @ 2000 psi.                           |
| 1.00     | 1179556             | Force America SSC3100 electric spreader control for operating spreader spinner & auger with all harnesses |
| 2.00     | VSC4                | Buyers Control Stand for 4 controls                                                                       |
|          |                     | STAINLESS STEEL TUBES FOR HOIST:                                                                          |
| 2.00     | 8-049 304W/FJX-108" | Mid-State 1/2"x9' 304 S/S Line with fittings                                                              |
| 6.00     | A2-12.7-A           | PCI HD Series Clamps for 1/2" tubing                                                                      |
|          |                     | STAINLESS STEEL TUBES FOR TAILGATE SPREADER:                                                              |
| 2.00     | 8-049 304W/FJX-72"  | Mid-State 1/2"x6' 304 S/S Line with fittings                                                              |
| 4.00     | A2-12.7-A           | PCI HD Series Clamps for 1/2" tubing                                                                      |
| 1.00     | 12-065 304W/FJX-72" | Mid-State 3/4"x6' 304 S/S Line with fittings                                                              |
| 2.00     | A3-19-A             | PCI HD Series Clamps for 3/4" tubing                                                                      |
|          |                     | QUICK COUPLERS FOR TAILGATE SPREADER:                                                                     |
| 4.00     | 4HF4-S              | PCI 1/2" female stainless steel coupler - HNV-12-F-3-SS-ISO-B                                             |

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| <b>TOTAL</b> | <b>Continued</b> |



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Viking-Cives #062222-VCM

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| Quantity | Item               | Description                                                                                                                       |
|----------|--------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| 4.00     | H4F4-S             | PCI 1/2" male stainless steel coupler - HNV-12-M-3-SS-ISO-B                                                                       |
| 8.00     | 4HDP-H4DC          | Dixon 1/2" Dust Cap/Plug                                                                                                          |
|          |                    | STAINLESS STEEL TUBES FOR PLOW:                                                                                                   |
| 4.00     | 8-049 304W/FJX-72" | Mid-State 1/2"x6' 304 S/S Line with fittings                                                                                      |
| 12.00    | A2-12,7-A          | PCI HD Series Clamps for 1/2" tubing                                                                                              |
|          |                    | QUICK COUPLERS FOR PLOW:                                                                                                          |
| 4.00     | 4HF4-S             | PCI 1/2" female stainless steel coupler - HNV-12-F-3-SS-ISO-B                                                                     |
| 4.00     | H4F4-S             | PCI 1/2" male stainless steel coupler - HNV-12-M-3-SS-ISO-B                                                                       |
| 8.00     | 4HDP-H4DC          | Dixon 1/2" Dust Cap/Plug                                                                                                          |
| 1.00     |                    | Hydraulic Adapters and Fittings                                                                                                   |
| 1.00     |                    | Hydraulic Hoses                                                                                                                   |
|          |                    | PLOW HITCH:                                                                                                                       |
| 1.00     |                    | Lindco front bumper                                                                                                               |
| 1.00     | 16400202           | Buyers Snow Dogg pin ear plow hitch assembly - 4 inch cylinder                                                                    |
|          |                    | PLOW:                                                                                                                             |
| 1.00     | 1662530301         | Buyers Plow, Muni, J-style, 10' x 42", trip edge, poly. comp                                                                      |
| 1.00     | 16120264           | Buyers Clamp Strip, 10' for deflector                                                                                             |
| 1.00     | 16360215           | Buyers Hardware Bag, Muni Snow Deflectors                                                                                         |
| 1.00     | 16500210           | Buyers Snow Dogg 30-1/2 inch pin ear A-frame swivel adapter with hardware                                                         |
| 1.00     | 0091205            | Buyers 2,000# Trailer Jack, tube-swivel                                                                                           |
| 1.00     | KT-PM36            | Winter Equipment Plow Markers, f 3/4" high-impact polymer, reinforced with a 3/8" galvanized steel cable. 4 Bolts and 4 Lock Nuts |
| 1.00     | 3712144            | "Lindco" Snow Deflector 12"                                                                                                       |

25% Restock Fee on All Cancelled and Returned Orders

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| <b>TOTAL</b> | <b>Continued</b> |



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Viking-Cives #062222-VCM

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| Quantity | Item                 | Description                                                                                                                                                                                                                                         |
|----------|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.00     | 00002-463-118        | SALT SPREADER:<br>Swenson SADS tailgate spreader w/18" poly spinner, direct drive, 6" auger, stainless steel construction, no paint, sides of spreader 8" higher.<br>* 8" higher end plates<br>* Bolt on TG shields<br>* Weld on mounting brackets. |
| 1.00     | 7674                 | CAMERA SYSTEM:<br>Brigade VBV-770H-7101 complete single 1808p AHD CMS system for rigid vehicles, includes 7" ADH monitor, 3 inputs, 20m cable, audio, HD 1080p, 30fps                                                                               |
| 1.00     | 4475                 | Brigade Ram Mount                                                                                                                                                                                                                                   |
| 1.00     | 5516                 | Brigade VBV-H410: Select Series HD Camera Extension Cable 10M (33') replaced A1386                                                                                                                                                                  |
| 1.00     | MSF1128-ASA          | MSF electric camera wash kit w/12V high pressure pump & 30' tubing kit.                                                                                                                                                                             |
| 1.00     | MSF5010A             | Camera Wash 30' tubing kit complete with air and washer (Rev. A 051517)                                                                                                                                                                             |
| 1.00     | MSF5000              | Stainless Steel Camera Box with "U" Pivot Bracket (Rev. J, 091317).                                                                                                                                                                                 |
| 1.00     | DR-200-512           | DR-200. Forward Facing & Driver Facing 1080P Dash Camera With WiFi Capability. Automatic File Transfer When Connected to Home WiFi Network..                                                                                                        |
| 1.00     | PX-1210              | Analog to HD Camera Adapter (required for adding 3rd camera to DR-200 drive recorders)                                                                                                                                                              |
| 1.00     | PAINT PINTLE HITCH   | PAINT:<br>Paint Pintle Hitch                                                                                                                                                                                                                        |
| 1.00     | PAINT HOIST & SUBFRA | Prime Where needed and Paint Hoist & Subframe to black                                                                                                                                                                                              |
| 1.00     | PAINT PLOW HITCH     | Paint Plow Hitch, Including lift arm, side plates, bumper and lift cylinder black                                                                                                                                                                   |
| 1.00     | PAINT-MISCEL         | Paint Miscel                                                                                                                                                                                                                                        |

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| Quantity | Item         | Description                                                                                                                                                    |
|----------|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.00     | Under Coat   | Under coat dump body                                                                                                                                           |
|          |              | MISCELLANEOUS, FREIGHT, INSTALLATION:                                                                                                                          |
| 100.00   | Misc.        | Fuel Charge                                                                                                                                                    |
| 2,999.00 | Misc.        | Miscellaneous Material - includes any or all of the following: wiring, electrical connectors, tie downs, clamps, nut, bolts, washers, steel, oil, grease, etc. |
| 3,287.00 | FREIGHT      | FREIGHT                                                                                                                                                        |
| 164.00   | INSTALLATION | Lindco Installation Labor Hours                                                                                                                                |

25% Restock Fee on All Cancelled and Returned Orders

|              |                   |
|--------------|-------------------|
| Subtotal     | 199,247.00        |
| Sales Tax    |                   |
| <b>TOTAL</b> | <b>199,247.00</b> |

**ORDINANCE NO. 26-04**

**AN ORDINANCE OF THE VILLAGE OF MANTENO, KANKAKEE  
COUNTY, ILLINOIS, AMENDING AND RESTATING THE VILLAGE OF  
MANTENO INVESTMENT POLICY**

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

**Section 1**

That the Village of Manteno Investment Policy is hereby amended and restated to read as  
follows:

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

## VILLAGE OF MANTENO INVESTMENT POLICY

**I. Purpose.** The purpose of this investment policy is to establish a clear understanding of the Village of Manteno's (the "Village") investment objectives, goals, and guidelines, in order to comply with the Public Funds Investment Act (30 ILCS 235/1, *et seq.*), and to maximize investment return within the confines of a low-risk tolerance.

**II. Scope.** This investment policy applies to all financial assets of the Village. These funds shall include any new funds created by the Village after the establishment of this investment policy, and those currently accounted for and identified in the Village's Comprehensive Annual Financial Report as follows:

### Governmental Funds

#### *Major Funds*

- General Fund
- Special Revenue Funds
  - Special Tax Allocation Fund
- Capital Projects Funds
  - Legacy Park Fund
  - Capital Projects Fund

#### *Non-major Funds*

- Special Revenue Funds
  - Motor Fuel Tax Fund
  - Village Events Fund
- Capital Projects Fund
  - Escrow Fund
  - Road and Bridge Fund

**III. General Purpose.** The primary objectives of the Village's investment activities shall be legality, safety, liquidity, yield, and public confidence:

- (A) Legality. The investment of public funds shall conform to all federal, state, and municipal laws, rules, regulations, and policies.
- (B) Safety. Investments shall be made in a manner that seeks to ensure the preservation of capital by mitigating credit and interest rate risk.
  - (i) Credit risk is the risk of loss due to the failure of the security issuer or backer. The Village shall minimize credit risk by:
    - (a) limiting investments to the safest types of securities/financial instruments;
    - (b) qualifying the financial institutions, brokers/dealers, intermediaries, and advisers/managers with which the Village does business; and,
    - (c) diversifying the investment portfolio so that the effects of losses on account of individual securities are minimized.

- (ii) Interest rate risk is the risk of loss in market value of a security due to changes in interest rates. The Village will minimize interest rate risk by:
    - (a) structuring the investment portfolio so that a significant portion of the securities either meet the cash requirements for operations or have an active secondary or resale markets; and,
    - (b) investing operating funds primarily in shorter-term securities, money market mutual funds, or similar investment pools.
- (C) Liquidity. The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. The Village shall structure its portfolio so that:
  - (i) the investments mature concurrently with cash needs to meet anticipated demand (static liquidity); or
  - (ii) a large portion of the investment portfolio has an active secondary or resale market (dynamic liquidity).

A portion of the portfolio may be placed in money market mutual funds or local government investment pools that offer same-day liquidity for short-term funds. Nothing herein shall prevent the Village from investing in securities having longer-term maturity schedules with funds that are not reasonably expected to be needed for operating demands in the short-term.
- (D) Yield. The investment portfolio shall be designed with the objective of attaining market rate return throughout budgetary and economic cycles, taking into account investment risk constraints and liquidity needs. The core of the investment portfolio shall be limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed.
- (E) Public Confidence. All participants in the investment process shall act as custodians of the public trust, and shall avoid any transaction that may impair public confidence in the Village.

#### **IV. Authority; Standard of Care; and Ethics.**

- (A) Delegation of Authority.
  - (i) The President and Board of Trustees of the Village of Manteno (the "Corporate Authorities") shall be responsible for all public funds. The Corporate Authorities shall:
    - (a) define investment policies, objectives, and guidelines, including risk tolerance, for a general investment program and specific portions of the portfolio;
    - (b) review the adequacy or need for change of this investment policy;
    - (c) meet and review reports concerning asset management and performance on an as needed basis;

- (d) select financial institutions authorized to accept fund assets; and
  - (e) select investment advisors/managers, on an as needed basis, authorized to invest fund assets.
- (ii) The Village Treasurer (the “Treasurer”), or his/her designee, shall be and constitute the chief investment officer for the Village, shall be vested with the authority and responsibility to manage the investment program, and shall establish and implement written procedures and internal controls for the operation of the investment program in a manner that is consistent with this investment policy. Written procedures should include references to safekeeping, delivery v. payment, investment accounting, repurchase agreements, wire transfer agreements, and collateral/depository agreements. No person shall engage in an investment transaction that violates this investment policy or the written procedures and internal controls established by the Treasurer. The Treasurer shall:
- (a) be responsible for all investment transactions;
  - (b) establish a system of controls to regulate investment transactions of subordinate officials and employees;
  - (c) have full discretion of the management of investments subject to this investment policy, directions for authorized investments, and applicable law;
  - (d) serve as fiduciary for specific investment decisions;
  - (e) ensure that cash is productively employed at all times;
  - (f) meet, as required by the Corporate Authorities, to provide reports relative to the status of the Village’s investments;
  - (g) assist the Corporate Authorities in developing and updating investment policy guidelines; and,
  - (h) follow all legal requirements regarding investment activities.
- (B) **Prudence.** The standard of prudence to be used by persons subject to this investment policy shall be the “prudent person” standard, and that standard shall be applied in the context of managing the overall portfolio. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, with consideration of the objectives of legality, safety, liquidity, yield, and public confidence.
- (C) **Ethics; Conflicts of Interest.** Except for pecuniary interest permitted under Section 3.1-55-10 of the Illinois Municipal Code (65 ILCS 5/3.1-55-10) or Section 3.2 of the Public Officers Prohibited Practices Act (50 ILCS 105/3.2), no official being a member of the Corporate Authorities, the Treasurer, nor any other official/employee involved in the investment process, may:

- (i) have any interest, directly or indirectly, in any of the Village's investments;
- (ii) have any interest, directly or indirectly, in the sellers, sponsors, or managers of the Village's investments; or,
- (iii) receive, in any manner, compensation of any kind from any of the Village's investments or investment actions.

**V. Internal Controls; Reporting; Performance; and Safekeeping.**

(A) **Internal Controls.** The Treasurer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the Village are protected from loss, theft, or misuse. There shall be established a process for annual independent review by an external auditor to assure compliance with such policies and procedures. The internal controls shall address the following:

- (i) control of collusion;
- (ii) separation of transaction authority from accounting and record keeping;
- (iii) custodial safekeeping;
- (iv) avoidance of physical delivery securities;
- (v) clear delegation of authority to subordinate staff members;
- (vi) written confirmation of transactions for investment and wire transfers; and,
- (vii) development of a wire transfer agreement with a lead financial institution and any third party custodian.

(B) **Reporting.** No later than forty five (45) days following the end of each fiscal year quarter, the Treasurer shall prepare and deliver to the Corporate Authorities an investment report, including a management summary, which shall provide an analysis of the status of the current investment portfolio, transactions made over the last quarter, and a statement of the market value of the portfolio at the end of that quarter. The investment report shall include:

- (i) a management summary that will allow the Corporate Authorities to ascertain whether investment activities during the reporting period have conformed to the investment policy;
- (ii) a listing of individual securities held at the end of the reporting period;
- (iii) a statement of realized and unrealized gains or losses resulting from appreciation or depreciation by listing the cost and market value of securities over a one-year duration that are not intended to be held until maturity (in accordance with Governmental Accounting Standards Board (GASB) requirements);
- (iv) the average weighted yield to maturity of the portfolio on investments as compared to applicable benchmarks;

- (v) a listing of each investment by maturity date; and,
  - (vi) the percentage of the total portfolio represented by each type of investment.
- (C) **Performance Standards.** The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates. A series of appropriate benchmarks (e.g., ICE BofAML 1-3 Year Treasury Index) shall be established against which the investment portfolio's performance will be compared to on a regular basis. Ideally, the yield for an investment will typically exceed the inflation rate as measured by the consumer price index (CPI-U) on an annualized basis.
- (D) **Safekeeping.** All security transactions, including collateral, shall be conducted on a delivery-versus-payment basis. Securities will be held by a custodian designated by the Treasurer and evidenced by safekeeping receipts.

## **VI. Authorized Financial Institutions and Investment Advisors.**

- (A) **Financial Institutions.** Only qualified and licensed financial institutions which qualify as depositories/custodians under Illinois law, and satisfy the requirements of Section 6 of the Act (30 ILCS 235/6), shall be designated as depositories of funds. When a financial institution has been designated as a depository it shall continue as such until ten (10) days have elapsed after a new depository is designated and has qualified by furnishing the statements of resources and liabilities required by Section 6 of Act. If a new depository is designated, the Village shall notify the sureties of the Treasurer of that fact, in writing, at least five (5) days before the transfer of funds. When designating a financial institution as a depository, the Corporate Authorities shall consider the financial stability and strength of the institution, availability of financial data, and its record and current level of financial commitment to the local community. When considering a financial institutions record and current level of financial commitment to the local community, the Corporate Authorities may consider factors including, but not necessarily limited to: (i) for financial institutions subject to the federal Community Reinvestment Act of 1977, the current and historical ratings that the financial institution has received, to the extent that those ratings are publicly available, under the federal Community Reinvestment Act of 1977; (ii) for financial institutions subject to the Illinois Community Reinvestment Act, the current and historical ratings that the financial institution has received under the Illinois Community Reinvestment Act, to the extent that those ratings are publicly available; (iii) any changes in ownership, management, policies, or practices of the financial institution that may affect the level of the financial institution's commitment to its community; (iv) the financial impact that the withdrawal or denial of deposits of public funds might have on the financial institution; (v) the financial impact to the Village as a result of withdrawing public funds or refusing to deposit additional public funds in the financial institution; and (vi) any additional burden on the resources of the Village that might result from ceasing to maintain deposits of public funds at the financial institution under consideration. No funds shall be deposited with a financial institution that is not FDIC insured. There shall be a preference for depositories/custodians located within the corporate limits of the Village provided they otherwise fulfill due diligence on a comparable basis to similar institutions. No public funds may be deposited in a financial institution subject to the federal Community Reinvestment Act of 1977 unless the institution has a current rating of satisfactory or outstanding under the Community Reinvestment Act of 1977. No public funds may be deposited in a financial institution subject to the Illinois Community Reinvestment Act unless either (i) the institution has a current rating of satisfactory or

outstanding under the Illinois Community Reinvestment Act at the time of deposit or (ii) the Department of Financial and Professional Regulation has not yet completed its initial examination of the institution pursuant to the Illinois Community Reinvestment Act. Public funds that have been deposited may not be withdrawn from a financial institution prior to the date of maturity solely on the basis of a less than satisfactory rating under the Illinois Community Reinvestment Act. When investing or depositing public funds, preference may be given to financial institutions that have a current rating of outstanding under the federal Community Reinvestment Act of 1977 and Illinois Community Reinvestment Act.

(B) **Investment Advisors/Managers.** The Corporate Authorities may appoint one or more investment advisors/managers.

(i) **Qualifications.** An investment advisor/manager shall be at least one of the following:

- (a) registered as an investment advisor under the Investment Advisors Act of 1940 (15 U.S.C. §80b-1, *et seq.*);
- (b) registered as an investment advisor under the Illinois Securities Law of 1953 (815 ILCS 5/1, *et seq.*);
- (c) a bank, as defined in the Investment Advisors Act of 1940 (15 U.S.C. §80b-1, *et seq.*);
- (d) a life insurance company authorized to transact business in Illinois.

(ii) **Selection.** The Village will select investment advisors/managers based on prudent due diligence standards. In addition to the satisfaction of the qualifications set forth above, and the investment advisor/manager's ability to include within its service agreement the matters required by subparagraph (iii), the Village shall consider:

- (a) regulatory oversight;
- (b) the product should be highly correlated to the asset class of the investment option;
- (c) the product's performance should be evaluated against the peer group's median manager return;
- (d) the product's inception date should be greater than three (3) years;
- (e) the product should have at least \$75 million under management or the Village's investment should not exceed ten (10%) percent of the total of all assets in the subject's strategy;
- (f) the screened product should have no more than 20% of the portfolio invested in an "unrelated" asset class;
- (g) the product's fees should be reasonable as compared to other competitive strategies; and,

- (h) there should be no perceived organizational problems (*i.e.*, the same portfolio management team should be in place for at least two (2) years.
- (iii) *Contractual Requirements.* Investment advisors/managers shall render all investment advice and services pursuant to a written service agreement, which shall, at a minimum, include:
  - (a) an acknowledgement in writing by the investment advisor/manager that he/she/it is a fiduciary;
  - (b) an acknowledgment of the Village's investment policy;
  - (c) full written disclosure of direct and indirect fees, commissions, penalties, and other compensation that may be received, including reimbursement for expenses; and,
  - (d) a requirement that the investment advisor/manager submit periodic written reports to the Village on a quarterly basis showing net returns after payment of all fees, commissions, and other compensation.
- (iv) *Direction of Authorized Investments.* Funds deposited with financial advisors/managers shall, in addition to this investment policy, be subject to a direction of authorized investments within their respective service agreements. A direction of authorized investments shall provide for the Village's specific investment objectives with respect to the funds to be invested including, but not limited to, distribution of monies and investment guidelines and allocations among investment types and maturities.
- (v) *Responsibility.* Investment advisors/managers shall be responsible for managing the investment process and making investment decisions (*i.e.*, security selection and pricing). Each investment advisor/manager shall:
  - (a) manage the assets under their supervision in accordance with this investment policy and their respective service agreement;
  - (b) exercise full investment discretion with regards to buying, managing, and selling of assets held in investment portfolios;
  - (c) unless otherwise stated, vote promptly all proxies and related actions in a manner consistent with the best interest and objectives of the Village as described in the applicable account opening documents, provided proxy materials are available;
  - (d) maintain detailed records of all transactions involving Village funds;
  - (e) communicate with the Treasurer any material change pertaining to the fund it manages or the firm itself such as changes in ownership, organizational structure, financial condition, and professional staff;
  - (f) report to the Treasurer any securities downgraded below investment grade (below BBB-) within seven days of any such downgrade. The investment

manager shall report on a monthly basis the strategy for continuing to hold any downgraded security and / or any plans for its sale.;

- (g) effectuate all transactions involving Village funds subject “to best price and execution.” If a manager utilizes brokerage from assets to effect “soft dollar” transactions, detailed records will be kept in accordance with applicable regulations; and,
  - (h) use the same care, skill, prudence, and due diligence under the circumstances then prevailing that experienced investment professionals would under similar circumstances, and in compliance with this investment policy and all applicable laws, rules, and regulations.
- (vi) *Performance Review and Evaluation.* Investment advisors/managers shall be reviewed by the Corporate Authorities regularly regarding performance, personnel, strategy, research capabilities, organizational and business matters, and other qualitative factors that may impact their ability to achieve desired investment results. The investment performance of investment advisors/managers will be evaluated by the performance of the total portfolio, as well as asset class components, as measured by an appropriate market index. Consideration shall be given as to the extent to which the investment results are consistent with the investment objectives, goals, and guidelines as set forth in this investment policy and their respective service agreements.
- (vii) *Disclosure.* Investment managers shall disclose, prior to the award of a contract, a description of any process through which the manager prudently integrates the sustainability factors described in this investment policy into their investment decision-making, investment analysis, portfolio construction, due diligence, and investment ownership in order to maximize anticipated risk-adjusted financial returns, identify projected risk, and execute the manager's fiduciary duties. Investment managers shall provide this disclosure to the Corporate Authorities before acting as a fiduciary for the Village.

## **VII. Sustainability.**

- (A) Statement. All material relevant, and decision-useful sustainability factors have been or are regularly considered by the Village and its treasurer within the bounds of financial and fiduciary prudence, in evaluating investment decisions.
- (B) Integration. The Village shall prudently integrate sustainability factors into its investment decision-making, investment analysis, portfolio construction, risk management, due diligence and investment ownership in order to maximize anticipated financial returns, minimize projected risk, and more effectively execute its fiduciary duty. Sustainability factors shall be implemented within a framework predicated on the following:
- (i) *Integration of Sustainability Factors.* Prudent integration of material sustainability factors, including, but not limited to, (a) corporate governance and leadership, (b) environmental factors, (c) social capital, (d) human capital, and (e) business model and innovation, as components of its investment decision-making, investment analysis, portfolio construction, due diligence, and investment ownership,

prospective value proposition, and risk management, given that these factors have material financial impacts.

- (ii) *Analyzation of Sustainability Factors.* Sustainability factors may be analyzed in a variety of ways, including, but not limited to (a) direct financial impacts and risks; (b) legal, regulatory, and policy impacts and risks; (c) against industry norms, best practices, and competitive drivers; and (d) stakeholder engagement.
- (iii) *Regular Evaluation of Sustainability Factors.* Recurring annual evaluation of sustainability factors to ensure the factors are relevant to the evolving marketplace.
- (iv) *Engagements.* Attentive oversight of investment holdings to address sustainability risks and opportunities through direct engagement with third parties.
- (v) *Additional Relevant Financially Material Factors.* Consideration of other relevant factors such as legal, regulatory, and reputational risks that contribute to the optimal risk management framework and are necessary to protect and create long-term investment value.

The sustainability analysis adds an additional layer of rigor to the fundamental analytical approach and helps assess the reliability of future cash flows and debt repayments. Similar to financial accounting, sustainability accounting has both confirmatory and predictive value, thus, it can be used to evaluate past performance and be used for future planning and decision-making. As a complement to financial accounting, it provides a more complete view of an investment fund or portfolio company's performance on material factors likely to impact its long-term value.

- (C) **Corporate Governance and Leadership Factors.** The Village supports board accountability, transparency, sensible executive compensation programs, robust shareholder rights, and ethical conduct as key governance factors. The Village advocates for policies and practices in support of these factors. Corporate governance and leadership factors also involve the management of issues that are inherent to the business model or common practice in the industry and that are in potential conflict with the interest of broader stakeholder groups (e.g., government, community, customers, and employees), and therefore create a potential liability or, worse, a limitation or removal of a license to operate. This includes compliance, and regulatory and political influence.
  - (i) *Board Accountability.* The board of directors is elected by the company's shareholders and is accountable to them. The role of the board is to represent shareholders' interests in their oversight of corporate management. The board of directors must maintain a level of independence from management to exercise proper oversight. The Treasurer considers an independent director to be one who: (1) is not an executive of the company, (2) does not have direct familial ties with executive management, (3) does not have significant business ties to the company, and (4) is not a significant shareholder.
  - (ii) *Board Diversity.* Research demonstrates that a diverse board of directors is better equipped to ensure multiple perspectives are considered and better positioned to enhance long-term company performance within a marketplace defined by extensive diversity and multiculturalism.

- (iii) *Transparency.* With due respect to proprietary information, companies should strive to be transparent in their business operations. Disclosure concerning matters of shareholder or public interest, such as those items outlined herein, provides useful information and mitigates risks inherent with undisclosed matters. Transparency and accuracy in the reporting of fees to the Village from service providers is also essential to secure competitive rates.
- (iv) *Sensible Executive Compensation Programs.* Excessive executive compensation programs may signal board entrenchment and exacerbate income inequality. Executive compensation should be reflective of company performance and within a reasonable range of compensation levels at industry leading companies.
- (v) *Robust Shareholder Rights.* Shareholders should be given tools to convey their perspectives to the board of directors, which serves as their representative body. Tools that provide shareholders with the appropriate mechanisms for communication include the ability to (a) call a special meeting, (b) act by written consent, and (c) have access to the proxy to nominate their own candidate(s) for the board assuming certain threshold requirements. In addition, a majority voting standard for the election of directors ensures that directors have the confidence of their shareholders. Boards of directors should also be declassified to enable shareholders to weigh-in on each director on an annual basis.
- (vi) *Ethical Conduct and Business Practices Companies.* Conducting business with or in receipt of investments from the Village must comply with all laws and regulations under which they are governed. Further, the Village expects companies to meet (if not exceed) all applicable ethical and professional standards of conduct. Companies that seek short-term profits by taking disreputable or anti-social actions may risk long-term sustainability. Prior corporate scandals have clearly demonstrated that profiting from harm caused to others impacts a company's reputation and bottom line. The Village expects companies to operate within the bounds of the law and ethical norms, particularly when it comes to responsible drug pricing, safe working conditions, and the sale and distribution of drugs, weapons and other products and services that may cause harm.
- (vii) *Systemic Risk Management.* The increased globalization and interconnectedness of the marketplace has become a central concern of state, federal, and international regulators. This is particularly relevant to companies in the financial sector and insurance industry, with many designated or at-risk of being designated as systemically important institutions. This designation can subject firms to stricter regulatory standards, credit limitations, and increased oversight by government officials. In an effort to demonstrate how these risks are being managed, companies should enhance their disclosures of key metrics, risk exposures, and additional aspects of systemic risk management.
- (viii) *Regulatory Capture and Political Influence.* While political contributions can benefit the strategic interests of a company, board-level policies and processes should exist to ensure that such giving is aligned with shareholders' long-term interests. While shareholders understand that corporate participation in the political process can benefit companies strategically and contribute to value creation, corporate political giving has the potential to create risks to shareholder value through reputational harm and through undesirable reactions by employees

and customers. Companies should have appropriate internal controls in place to manage, monitor, and disclose political contributions and managed related risks.

- (D) **Environmental Factors.** Environmental stewardship is a shared responsibility. Furthermore, environmental and climate-related factors may have adverse financial impacts on the Village's investment portfolio. Accordingly, the Village recognizes that impacts on the environment, either through the use of non-renewable natural resources as inputs to the factors of energy production or through harmful releases into the environment are key factors for consideration in identifying a company's value proposition and risk exposures.
- (i) *Greenhouse Gas Emissions.* Greenhouse gas emissions contribute to climate change, and create additional regulatory compliance costs and risks due to climate change mitigation policies. Companies that cost-effectively reduce greenhouse gas emissions from their operations by implementing industry-leading technologies and processes can create operational efficiency. They can mitigate the impact on value from increased fuel costs and regulations that limit—or put a price on—carbon emissions, which are occurring as regulatory and public concerns about climate change are increasing in the U.S. and globally.
  - (ii) *Air Quality, Energy and Fuel Management.* Companies should consider how the environment and related regulation will positively or negatively impact operations and vice versa. Routine assessment of the nexus of operations, natural resource dependency, and the environment may be communicated to investors through sustainability reports. Quantitative reporting on environmental risks, policies, performance, and goals assures investors that companies are aware of potential opportunities and/or risks and are seeking to act upon them appropriately.
  - (iii) *Water and Waste.* Impacts of water-intensive production and potential contamination of water resources include higher costs, liabilities, and lost revenues due to curtailment or suspension of operations. Similarly, companies that reduce, recycle, and effectively manage their waste streams lower their regulatory and litigation risks, remediation liabilities, and operating costs.
  - (iv) *Climate Competence.* Climate change has serious risk implications for investors and the businesses in which they invest. Shifts in temperature, weather patterns, and rising sea levels impact supply chain, consumer demand, physical capital, and communities. Extreme weather events are occurring on a more frequent basis and with increasing intensity. Events such as droughts, floods, and storms may lead to scarce resources and disruptions in operations and workforce availability. A company's awareness of environmental risks and opportunities may have a significant impact on its operational capacity, financial position, and long-term value creation. With new environmental technologies, regulations, and business strategies rapidly developing (e.g., carbon pollution regulations and energy efficiency opportunities), it is important that companies maintain the knowledge and innovation to adapt and capitalize on these evolving changes. This may include, among other strategies, maintaining a board member or senior executive with expertise or ample experience with environmental science and technology.
- (E) **Social Capital Factors.** Social capital factors address the management of relationships with key outside parties, such as customers, local communities, the public, and the government.

They may impact investment returns, particularly if companies become involved in controversies that pose risks to their reputation. Human rights, access and affordability, customer welfare, data security and customer privacy, fair disclosure and labeling, and fair marketing and advertising, and community reinvestment are key social capital factors that warrant attention.

- (i) *Human Rights.* Companies have a legal duty to adhere to internationally recognized labor and human rights standards. Companies should regularly assess and seek to minimize any negative impact caused by their operations.
  - (ii) *Consumer Welfare.* Companies have a material interest to provide products and services that do not expose their customers to undue physical or mental harm, deception, manipulation, exploitation, or unlawful conduct. This can expose companies to significant legal, regulatory, reputational, or other financial risks that jeopardize shareholder value. In addition, research demonstrates that companies that employ socially responsible business practices have the potential to create several distinct forms of value for customers, including positive marketing outcomes and subsequent financial performance. As such, this enhances firm value and long-term shareholder value.
  - (iii) *Data Security and Consumer Privacy.* Consumers trust companies with their personal and financial data. Companies that prevent data breaches and effectively manage data security and consumer privacy avoid harming brand value, reduce contingent liabilities, and maintain market share. Furthermore, companies that address data security threats and vulnerabilities through prevention, detection, and remediation are better positioned for customer acquisition and retention and may reduce extraordinary expenses from breaches of data security.
  - (iv) *Community Relations and Community Reinvestment.* Community relations are a fundamental, strategic aspect of business for public and private corporations. They are not only a barometer of image and market presence across the world. It helps attract and retain top employees, positions itself positively among customers and, increasingly improves its position in the market. Positive, proactive community relations can translate into improved financial performance.
- (F) **Human Capital Factors.** Companies that consider their workforce to be an important asset to deliver long-term value should manage their human capital with as much care and analytical insight as they manage their tangible and financial capital. It includes issues that affect the productivity of employees, such as employee engagement, diversity, incentives and compensation, as well as the attraction and retention of employees in highly competitive or constrained markets for specific talent, skills, or education. Employers should respect the right of their workers to organize under collective bargaining agreements and should provide a working environment that upholds health and safety standards.
- (i) *Labor Relations and Fair Labor Practices.* Companies benefit from taking a long-term perspective on managing human capital. This relates to practices involving fair compensation, workers' rights, worker safety, and workforce productivity enhancements through skills and capacity building, research and development, and capital investments. Companies that subvert the law of widely adopted international standards for labor practices are exposed to operational, legal, regulatory, and reputational risks that may create roadblocks for both its existing

operations as well as efforts to expand to other markets. Conversely, companies with fair labor policies and practices may be at a competitive advantage in attracting and employing an effective workforce, leading to a healthy company culture, stronger customer loyalty, increased revenue, and reduced costs.

- (ii) *Recruitment, Development, and Retention.* The evolution of U.S. business into a true service-based economy has led many companies to espouse that their employees are their most valuable asset. As key contributors to value creation, skilled workers are highly sought after, and many companies face challenges recruiting and retaining those assets. Shortages in skilled domestic employees have created intense competition to acquire and maintain highly skilled employees, as evidenced by high employee turnover rates. Companies that improve employee compensation, benefits, training, and engagement are likely to improve retention and productivity, which positively contributes to profitability and long-term value creation.
- (iii) *Equity, Diversity and Inclusion.* The U.S. population is undergoing a massive demographic shift, with an increase in minority populations. Companies can benefit from ensuring that their company culture and hiring and promotion practices embrace the building of a diverse workforce at management and lower-ranking positions. Companies that respond to this demographic trend and employ staff who will recognize the needs of these populations may be better able to capture demand from these segments, which can provide companies a competitive advantage.

(G) **Business Model and Innovation Factors.** The impact of sustainability issues on innovation and business models including corporate strategy and other innovations in the production process are integral to a company's financial and operating performance. The ability of a company to plan and forecast viable opportunities and risks to its business model is critically important to its ability to create long-term shareholder value.

- (i) *Lifecycle Impacts of Products and Services.* Companies face increasing challenges associated with environmental and social externalities attributed to product manufacturing, transport, use and disposal. Rapid obsolescence of products exacerbates the externalities. Addressing product lifecycle concerns such as hazardous material inputs, energy efficiency, and waste, particularly through product design and end-of-life management could contribute to increased shareholder value through improved competitive positioning, greater market share, and lower regulatory, demand, and supply chain risks.
- (ii) *Product Quality and Safety.* Companies have a material interest in ensuring the safety, proper labeling, and quality of their products. Companies that limit the incidence of safety or other product claims will be better positioned to reduce regulatory, legal, and reputational expenses and protect shareholder value. Conversely, companies with poor quality and safety standards may experience revenue loss due to damaged reputation, product recalls, or fines.
- (iii) *Supply Chain Management.* Supply chain management is crucial for companies to prevent operational disruptions, avoid legal or regulatory action, protect brand value, and improve revenues. Sourcing from suppliers that have high quality standards, employ environmentally sustainable methods, honor labor rights, and

avoid socially damaging practices better positions companies to protect themselves from supply disruptions and maintain shareholder value. In addition, appropriate supplier screening, monitoring, and engagement is necessary to ensure continued future supply and to minimize potential lifecycle impacts on company operations.

- (H) **Divestment.** The Village opposes any policy or strategy that would direct the sale of an individual or group of securities in order to achieve a goal that is not primarily investment-related. The Village may consider divesting only in cases where the financial or reputational risks from a company's policies or activities are so great that maintaining the investment security is no longer prudent.

The Village firmly believes that active and direct engagement is the best way to resolve issues and risk factors. The policy of engagement over divestment is based on several key considerations: (1) divestment would eliminate our standing and rights as a shareholder and foreclose further engagement; (2) divestment would likely have a negligible impact on portfolio companies or the market; (3) divestment could result in increased costs and short-term losses; and (4) divestment could compromise the Village's investment strategies and negatively affect performance. For these reasons, divestment does not offer the Village an optimal strategy for changing the policies and practices of portfolio companies, nor is it the best means to produce long-term value.

- (I) **Potential Actions.** It is necessary to remain informed about issues that are likely to be of interest to other investors during the review process, including the Village. The total mix of information available through the existence of, or potential for, impacts on factors include: (1) direct financial impacts and risk; (2) legal, regulatory, and policy drivers; (3) industry norms, best practices, and competitive drivers; (4) stakeholder concerns that could lead to financial impact; and (5) opportunities for innovation.

Potential actions will identify issues that can or do affect operational and financial performance by analyzing the three primary drivers of financial impact: (1) revenues and costs; (2) assets and liabilities; and (3) cost of capital or risk profile. Revenue in market size or pricing power of a company will be tracked to identify trends. Costs that can impact a company's profitability include recurring costs such as COGS, R&D, CAPEX or any other capital expenditures will be monitored. Issues, like climate change, that can impair tangible and intangible assets, such as PP&E and brand value are part of the review. Sustainability issues have the potential to create contingencies and provisions, or impact pensions and other liabilities and must be part of the overall assessment. The financial condition of a company can be impacted by sustainable factors that will raise the risk profile and create uncertainty in time capital needs.

The Village may undertake various activities to advance the aforementioned key sustainability factors, including, but not limited to prudently integrating sustainability criteria as components of portfolio construction, investment decision-making, investment analysis and due diligence, prospective value proposition, risk management, and investment ownership for internally-managed and externally-managed investment managers.

## **VIII. Authorized and Prohibited Investments.**

- (A) **Authorized Investments.** The following investments are authorized under this investment policy:

- (i) bonds, notes, certificates of indebtedness, treasury bills or other securities now or hereafter issued, which are guaranteed by the full faith and credit of the United States of America as to principal and interest;
- (ii) bonds, notes, debentures, or other similar obligations of the United States of America, its agencies, and its instrumentalities;
- (iii) interest-bearing savings accounts, interest-bearing certificates of deposit, interest-bearing time deposits, or any other investments constituting direct obligations of any bank as defined by the Illinois Banking Act (205 ILCS 5/1, *et seq.*);
- (iv) short-term obligations of corporations organized in the United States with assets exceeding \$500,000,000 if: (a) such obligations are rated at the time of purchase at one (1) of the three (3) highest classifications established by at least two (2) standard rating services and which mature not later than 270 days from the date of purchase; (b) such purchases do not exceed 10% of the corporation's outstanding obligations; and (c) no more than one-third of the public agency's funds may be invested in short-term obligations of corporations under this subparagraph;
- (v) obligations of corporations organized in the United States with assets exceeding \$500,000,000 if: (a) such obligations are rated at the time of purchase at one (1) of the three (3) highest classifications established by at least two (2) standard rating services and which mature more than 270 days but less than ten (10) years from the date of purchase, (ii) such purchases do not exceed 10% of the corporation's outstanding obligations, and (iii) no more than one-third of the public agency's funds may be invested in obligations of corporations under this subparagraph;
- (vi) money market mutual funds registered under the Investment Company Act of 1940 (15 U.S.C. §80a-1, *et seq.*), provided that the portfolio of any such money market mutual fund is limited to obligations described in paragraph (i) or (ii) of this subsection and to agreements to repurchase such obligations;
- (vii) interest bearing bonds of any county, township, city, village, incorporated town, municipal corporation or school district, of the State of Illinois, of any other state, or of any political subdivision or agency of the State of Illinois or of any other state, whether the interest earned thereon is taxable or tax-exempt under federal law, provided such bonds shall be registered in the name of the Village or held under a custodial agreement at a bank, and the bonds are rated at the time of purchase within the four (4) highest general classifications established by a rating service of nationally recognized expertise in rating bonds of states and their political subdivision;
- (viii) the Public Treasurers' Investment Pool created under Section 17 of the State Treasurer Act (15 ILCS 505/17);
- (ix) FDIC insured banks, short term discount obligation of the Federal National Mortgage Association, securities issuable by FDIC insured savings banks or savings and loan associations incorporated under the laws of the State of Illinois, and in dividend-bearing share accounts, share certificate accounts or class of share accounts of a credit union chartered under the laws of the State of Illinois or the

laws of the United States provided the principal office of any such credit union is located within the State of Illinois, and provided the accounts of such credit unions are insured;

- (x) funds managed, operated, and administered by a bank, subsidiary of a bank, or subsidiary of a bank holding company or use the services of such an entity to hold and invest or advise regarding the investment of any public funds;
- (xi) repurchase agreements of government securities having the meaning set out in the Government Securities Act of 1986 (15 U.S.C. §78c(a)(42)), as now or hereafter amended or succeeded, subject to the provisions of said Act and the regulations issued thereunder. The government securities, unless registered or inscribed in the name of the District, shall be purchased through banks or trust companies authorized to do business in the State of Illinois.
- (xii) other repurchase agreements not prohibited by this investment policy;
- (xiii) tax anticipation warrants;
- (xiv) tax anticipation warrants and any other investment now or hereinafter authorized by the Investment of Municipal Funds Act (50 ILCS 340/1, *et seq.*);
- (xv) in any other instrument approved by the Corporate Authorities by ordinance or resolution provided that those investments comply with (i) any other law that authorizes public agencies to invest funds and (ii) this investment policy; and,
- (xvi) any other investment now or hereinafter authorized by the Act (30 ILCS 235/1, *et seq.*) or other law.

(B) **Prohibited Investments.** The following investments or actions are prohibited:

- (i) margin borrowing;
- (ii) commodities, futures, or options;
- (iii) common or preferred stock;
- (iv) interest rate swaps, caps, collars, or other interest rate derivatives without the express approval of the Corporate Authorities;
- (v) investments that would jeopardize the integrity of the funds or cause a violation of fiduciary duties;
- (vi) investments that would violate applicable law;
- (vii) investments that undermine or impair public confidence; or,
- (viii) any repurchase agreement not authorized above unless:

- (a) the securities, unless registered or inscribed in the name of the Village, are purchased through banks or trust companies authorized to do business in the State of Illinois;
  - (b) an authorized public officer after ascertaining which firm will give the most favorable rate of interest, directs the custodial bank or State Treasurer to "purchase" specified securities from a designated institution;
  - (c) the custodial bank is a member bank of the Federal Reserve System or maintain accounts with member banks, and all transfers of book-entry securities must be accomplished on a Reserve Bank's computer records through a member bank of the Federal Reserve System. These securities must be credited to the public agency on the records of the custodial bank and the transaction must be confirmed in writing to the public agency by the custodial bank;
  - (d) trading partners shall be limited to banks or trust companies authorized to do business in the State of Illinois or to registered primary reporting dealers;
  - (e) the security interest is perfected;
  - (f) a written master repurchase agreement is executed by the Village which outlines the basic responsibilities and liabilities of both the buyer and seller;
  - (g) the term of the agreement does not exceed 330 days;
  - (h) the Treasurer informs the custodial bank in writing of the maturity details of the repurchase agreement;
  - (i) the custodial bank takes delivery of and maintains the securities in its custody for the account of the Village and confirms the transaction in writing to the Village. The custodial undertaking shall provide that the custodian takes possession of the securities exclusively for the Village; that the securities are free of any claims against the trading partner; and any claims by the custodian are subordinate to the Village's claims to rights to those securities;
  - (j) the obligations purchased by the Village may only be sold or presented for redemption or payment by the fiscal agent bank or trust company holding the obligations upon the written instruction of the Treasurer; and
  - (k) the custodial bank shall be liable to the Village for any monetary loss suffered by the Village due to the failure of the custodial bank to take and maintain possession of such securities.
- (ix) in Russian or Belarusian sovereign debt, Russian or Belarusian government-backed securities, any investment instrument issued by an entity that is domiciled or has its principal place of business in Russia or Belarus, any investment instrument issued by a company that is subject to Russian Harmful Foreign Activities Sanctions, as that term is defined under Section 1-110.16 of the Illinois Pension Code, or any bank that is domiciled or has its principal place of business in Russia or Belarus or in any other financial institution that is domiciled or has its

principal place of business in Russia or Belarus or that is subject to Russian Harmful Foreign Activities Sanctions; or,

- (x) any other investment now or hereinafter prohibited by the Act (30 ILCS 235/1, et seq.) or other law.

**IX. Collateralization.**

- (A) **Collateralization Required.** Financial institutions shall collateralize all demand deposit accounts including checking accounts, savings accounts, money market accounts, and certificates of deposit when the total amount of Village funds on deposit at the financial institution exceeds the limits insured by the FDIC.
- (B) **Authorized Collateral.** Subject to the Treasurer's approval, the following classes of securities may be used as collateral, provided there has been no default in the payment of principal and interest thereon:
  - (i) bonds, notes, or other securities constituting direct and general obligations of the United States of America, the bonds, notes, or other securities constituting the direct and general obligation of any agency or instrumentality of the United States of America, the interest and principal of which is unconditionally guaranteed by the United States of America, and bonds, notes, or other securities or evidence of indebtedness constituting the obligation of a United States agency or instrumentality;
  - (ii) direct and general obligation bonds of the State of Illinois or of any other state of the United States of America;
  - (iii) revenue bonds of the State of Illinois or any authority, board, commission, or similar agency thereof;
  - (iv) direct and general obligation bonds of any city, town, county, school Village, or other taxing body of any state, the debt service of which is payable from general ad valorem taxes;
  - (v) revenue bonds of any city, town, county, or school Village of the State of Illinois;
  - (vi) obligations issued, assumed, or guaranteed by the International Finance Corporation, the principal of which is not amortized during the life of the obligation, but no such obligation shall be accepted at more than 90% of its market value;
  - (vii) the Illinois Affordable Housing Program Trust Fund Bonds or Notes as defined in and issued pursuant to the Illinois Housing Development Act (20 ILCS 3805/1, *et seq.*);
  - (viii) (a) securities, (b) mortgages, (c) letters of credit issued by a Federal Home Loan Bank, or (d) loans covered by a State Guarantee under the former Illinois Farm Development Act (20 ILCS 3605/1, *et seq.*), if that guarantee has been assumed by the Illinois Finance Authority under Section 845-75 of the Illinois Finance

Authority Act (20 ILCS 3501/845-75), and loans covered by a State Guarantee under Article 830 of the Illinois Finance Authority Act (20 ILCS 3501/830);

- (ix) certificates of deposit or share certificates issued to the depository institution pledging them as security provided the same are:
  - (a) fully insured by the FDIC, the Federal Savings and Loan Insurance Corporation, or the National Credit Union Share Insurance Fund or issued by a depository institution which is rated within the three (3) highest classifications established by at least one (1) of the two (2) standard rating services;
  - (b) issued by a financial institution having assets of \$15,000,000 or more;
  - (c) be issued by either a savings and loan association having a capital asset ratio of at least 2%, by a bank having a capital to asset ratio of at least 6%, or by a credit union having a capital to asset ratio of at least 4%; and,
  - (d) the depository institution assigns the collateral to the Village, and agrees that in the event the issuer of the certificate fails to maintain the capital to asset ratio required herein, such certificate shall be replaced by additional security;
- (x) a bond, executed by a company authorized to transact the kinds of business described in Section 4(g) of the Illinois Insurance Code (2015 ILCS 5/4), payable to the Village for its benefit, in a form acceptable to the Village;
- (xi) securities or other eligible collateral authorized by Sections 11 or 11.1 of the Deposit of State Moneys Act (15 ILCS 520/11; 15 ILCS 520/11/1).

Notwithstanding the above, the Village may accept a system established by the State Treasurer to aggregate permissible securities received as collateral from financial institutions in a collateral pool to secure public deposits of the institutions that have pledged securities to the pool.

- (C) **Collateralization Ratios.** The amount of collateral provided will not be less than 110% of the fair market value of the funds secured thereby. The ratio of the fair market value of collateral to funds secured shall be reviewed monthly and adjusted as appropriate.
- (D) **Substitution or Release.** No collateral pledged shall be substituted or released without the approval of the Treasurer.
- (E) **Custody.** Pledged collateral shall be held in the name of the Village at any of the following as approved by the Treasurer, and evidenced by a safekeeping agreement:
  - (i) the Federal Reserve Bank;
  - (ii) the trust department of an independent third-party financial institution designated by the Village; or,
  - (iii) the trust department of the depository bank.

**X. Commingling of Funds.** Notwithstanding anything herein to the contrary, the Treasurer and each person properly designated as the official custodian of funds for the Village, shall be permitted to (a) combine moneys from more than one fund of a Village for the purpose of investing such moneys, and (b) enter into agreements of any definite or indefinite term regarding the deposit, redeposit, investment, reinvestment or withdrawal of Village funds. When funds are combined for investment purposes, the moneys combined for such purposes shall be accounted for separately in all respects, and the earnings from such investment shall be separately and individually computed and recorded, and credited to the fund for which the investment was acquired.

**XI. Other Considerations.** This investment policy provides a framework for the investment of public funds, in general. Other investment restrictions, record-keeping requirements, and reporting responsibilities may apply to specific funds and investments not identified herein, such as the proceeds of tax-exempt obligations issued by the Village. The Village, when needed, shall consult with a nationally recognized firm of attorneys experienced in the field of municipal bonds, whose opinions are generally accepted by purchasers of municipal bonds, before investing such proceeds in order to ensure such investments will not affect the exclusion of interest from a holder's gross income for federal tax purposes.

**XII. No Personal Liability.** The individual members constituting the Corporate Authorities, the Treasurer, or his/her designee, acting in accordance with this investment policy and such written procedures as have been or may be established, and exercising due diligence, shall be relieved of any and all personal liability for an individual security's credit risk or market changes provided that any deviations from expectations are reported in a timely fashion, and appropriate action is taken to control adverse developments.

**XIII. Policy Considerations.**

(A) **Exemption.** Any investment currently held that does not meet the requirements of this investment policy shall be exempted from the requirements hereof. At maturity or liquidation, such funds shall be reinvested in accordance with this investment policy.

(B) **Amendments.** This investment policy shall be reviewed by the Treasurer on an annual basis. Any changes must be approved by the Corporate Authorities. The Treasurer will notify the Corporate Authorities of any changes or amendments to applicable law affecting this investment policy.

**XIV. Severability.** If any section, paragraph, clause or provision of this investment policy shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this investment policy.

**XV. Repealer.** Any investment policy, ordinance or resolution in conflict with the provisions hereof are hereby repealed insofar as they conflict herewith.

**XVI. Conflict.** This investment policy shall control over any written procedures or internal controls in conflict herewith. To the extent this investment policy conflicts with any federal or state law, rule, regulation, the latter shall control.

**XVII. Adoption.** Adopted by ordinance by the President and Board of Trustees of the Village of Manteno on June 15, 2026.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*



## **Section 2**

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

## **Section 3**

All ordinances, resolutions, or policies, or any parts thereof, in conflict with the provisions of this ordinance, or the policy approved and adopted hereby, are repealed insofar as they conflict herewith.

## **Section 4**

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

PASSED by the President and Board of Trustees of the Village of Manteno, Illinois and deposited in the office of the Village Clerk this 15<sup>th</sup> day of June, 2026.

DEPOSITED with the Village Clerk this  
15<sup>th</sup> day of June, 2026.

APPROVED by me this 15<sup>th</sup>  
day of June, 2026.

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STEVEN ORTH, Village Clerk

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ANNETTE LAMORE, Village President

**ORDINANCE 26-05**

**AN ORDINANCE ZONING THE PROPERTY COMMONLY KNOWN AS  
411 WEST DIVISION STREET, MANTENO, ILLINOIS AS C-2  
COMMERCIAL AND GRANTING A SPECIAL USE PERMIT FOR THE  
OPERATION OF A SUBSTANCE USE DISORDER FACILITY –  
INPATIENT THEREON**

ANNETTE LAMORE

Village President

MIKE BARRY  
CJ BOUDREAU  
TODD CROCKETT  
JOEL GESKY  
PEGGY VAUGHN  
ANNETTE ZIMBELMAN

Trustees

STEVEN ORTH

Village Clerk

Prepared by  
LOUIS F. CAINKAR, LTD.  
Village Attorney

## **ORDINANCE 26-05**

### **AN ORDINANCE ZONING THE PROPERTY COMMONLY KNOWN AS 411 WEST DIVISION STREET, MANTENO, ILLINOIS AS C-2 COMMERCIAL AND GRANTING A SPECIAL USE PERMIT FOR THE OPERATION OF A SUBSTANCE USE DISORDER FACILITY – INPATIENT THEREON**

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

WHEREAS, Existential Counselors Society, Ltd. ("Petitioner"), by and through its president, Bipin Sharma, and Iroquois Mental Health Center ("Owner," together with Petitioner, the "Applicant"), filed an application requesting the property commonly known as 411 West Division, Manteno, Illinois ("Subject Property"), be rezoned from R-3 Multi-Family Residential to C-2 Commercial and, additionally, for a special use permit to allow Petitioner to operate a Substance Use Disorder Facility – Inpatient thereon;

WHEREAS, the Planning Commission of the Village of Manteno ("Planning Commission") held a public hearing on said petition on June 9, 2026, pursuant to duly published notice and in accordance with the law, with all interest persons having the opportunity to testify and otherwise participate at the public hearing;

WHEREAS, following the public hearing, the Planning Commission did approve Recommendation 26-01, recommending that the Corporate Authorities of the Village rezone the Subject Property to C-2 Commercial and grant a special use permit to Petitioner to allow for the operation of a Substance Use Disorder Facility – Inpatient thereon; and,

WHEREAS, the Corporate Authorities of the Village have considered the petition, the record of the of the Plan Commission hearing and meeting, and Planning Commission Recommendation 26-01, and find that the rezoning of the Subject Property to C-2 Commercial and the granting of a special use permit to allow for the operation of a Substance Use Disorder Facility – Inpatient thereon is reasonable, appropriate, and in furtherance of the public welfare.

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

#### **Section 1**

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

#### **Section 2**

The real property commonly known as 411 West Division, Manteno, Illinois, and being legally described as follows:

Parcel 1:

Commencing at a point 729.00 feet West of and 33.00 feet North of the Southeast corner of Section 16, Township 32 North, Range 12 East of the Third Principal Meridian, in Kankakee County, Illinois; thence west along the north line of Division Street in the Village of Manteno, Illinois, said line also being 33.00 feet north of and parallel with the south line of said Section 16, 180.00 feet to a point; thence north on a parallel line with the east line of said Section 16, 303.75 feet to a point; thence east on a line parallel with the south line of said Section 16, 180.00 feet to a point; thence south on a line parallel with the east line of said Section 16, 303.75 feet to a point of beginning.

Parcel 2:

Lot 1, Block 1 of Brashers Subdivision in the Village of Manteno, Kankakee County, Illinois.

PINs: 03-02-16-410-029 and 03-02-21-202-007.

be zoned C-2 Commercial.

### **Section 3**

That a special use permit is granted authorizing the Existential Counselors Society, Ltd. to operate a Substance Use Disorder Facility – Inpatient on the property described in Section 2. The approval of the special use permit shall be conditioned upon the following:

- a. The improvements making up the Substance Use Disorder Facility – Inpatient shall be constructed in accordance with the plans approved by the Village of Manteno.
- b. The improvements making up the Substance Use Disorder Facility – Inpatient shall be constructed in accordance with all applicable codes and ordinances of the Village of Manteno.
- c. That the Petitioner shall comply with the requirements and be licensed in accordance with the provisions of the Substance Use Disorder Act (20 ILCS 301/1-1, et seq.), and all rules and regulations governing the operation of a Substance Use Disorder Facility – Inpatient.

#### **Section 4**

That the Official Zoning Map of the Village of Manteno be amended to reflect the zoning of the property identified in Section 2 as C-2 Commercial.

#### **Section 5**

The Planning Commission's Recommendation 26-01 is hereby incorporated into this ordinance by reference.

#### **Section 6**

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

#### **Section 7**

All ordinances or any parts thereof in conflict with the provisions of this ordinance are repealed insofar as they conflict herewith.

#### **Section 8**

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

PASSED by the President and Board of Trustees of the Village of Manteno, Illinois and deposited in the office of the Village Clerk this 15<sup>th</sup> day of June, 2026.

DEPOSITED with the Village Clerk this  
15<sup>th</sup> day of June, 2026.

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STEVEN ORTH, Village Clerk

APPROVED by me this 15<sup>th</sup>  
day of June, 2026.

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ANNETTE LAMORE, Village President

## ORDINANCE 26-06

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

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

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

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

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

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

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

THIS ORDINANCE was passed by the Village President and Board of Trustees and deposited in the office of the Village Clerk this 15th of June 2026.

| RECORD OF THE VOTE        | Yes | No | Abstain | Absent |
|---------------------------|-----|----|---------|--------|
| President Annette LaMore  |     |    |         |        |
| Trustee Mike Barry        |     |    |         |        |
| Trustee CJ Boudreau       |     |    |         |        |
| Trustee Peggy Vaughn      |     |    |         |        |
| Trustee Todd Crockett     |     |    |         |        |
| Trustee Joel Gesky        |     |    |         |        |
| Trustee Annette Zimbleman |     |    |         |        |
| TOTAL VOTES <i>or</i>     |     |    |         |        |
| BY OMNIBUS VOTE           |     |    |         |        |

\_\_\_\_\_  
Steven Orth, Village Clerk

APPROVED by me this 15th day  
of June 2026.

\_\_\_\_\_  
Annette LaMore, Village President

ORDINANCE 26-06

EXHIBIT "A"

SURPLUS MUNICIPAL PROPERTY

- Turf from the Square on Second

