

AGENDA FOR JANUARY 24, 2018 6:30PM
REGULAR MEETING OF THE MONEE VILLAGE BOARD OF TRUSTEES
VILLAGE of MONEE
Will County Illinois

PAGE 1 OF 2



- A. Call to Order by Mayor Popp
- B. Pledge of Allegiance to the Flag of the United States of America
- *Invocation*
- C. Roll Call
- D. OPEN TO THE PUBLIC: Agenda items only! Please limit your comments to 3 minutes. You must come to the podium and give your name and address.
- E. Consent Agenda (Any items to be removed should be stated to the Clerk prior to calling meeting to order.)
All items on the Consent Agenda will be enacted in one motion. There will be no separate discussion of these items unless a board member so requests, in which event, the item will be removed from the Consent Agenda and considered as the first item after the approval of the Consent Agenda.
 - 1. Minutes of the Regular Village Board Meeting of 01/10/2018
 - 2. Bills

Item (s) Removed from the Consent Agenda

- F. Clerk's Report
 - 1. Discussion of Possible Amendment to Ord.# 1685-Transient Merchant
- G. Mayor's Report
- H. Administrator's Report
 - 1. Board Action Request Re: Architectural Services
 - 2. Board Action Request Re: Water Test Well
- I. Officials' Report
 - 1. Public Works
 - 2. Parks & Recreation
 - 3. Finance
 - 4. Economic Development
 - 5. Building Services
 - 6. Public Safety
- J. Attorney's Report
 - 1. Discussion/Approval of an Ordinance Amending Title 6, Chapter 3, Section 3 Re: Speed Limits
 - 2. Discussion/Approval of an Ordinance Amending Title 3, Sections 6 & 7 Re: Liquor Licenses
 - 3. Discussion/Approval of an Ordinance Amending Ord.# 1699 Re: Public Safety & Economic Development Program.
 - 4. Discussion/Approval of an Ordinance Re: The Execution of a Redevelopment Note between the Village of Monee & Dollar General.



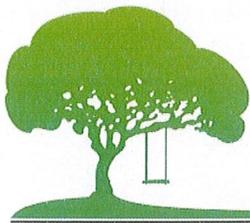
AGENDA FOR JANUARY 24, 2018 6:30PM
REGULAR MEETING OF THE MONEE VILLAGE BOARD OF TRUSTEES
VILLAGE of MONEE
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PAGE 2 OF 2



- K. Old Business:
- L. New Business:
 - 1. Draft Redevelopment Agreement Bailly Ridge Four LLC.
- M. Open to Public: Non-agenda items. Please limit your comments to 3 minutes. You must come to the podium and give your name and address.
- N. Executive Session:
 - 1. 5 ILCS 120/ 2 (C) (1) Appointment, Employment, Compensation of Specific Individuals.
- O. Adjournment

Posted 01/22 /2018@ 6:05 pm
Doneshia Codjoe,Village Clerk



A. Call to Order by Mayor Popp @6:33pm

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B. Pledge of Allegiance to the Flag of the United States of America

Invocation - Pastor David Short

C. Roll Call Present: Trustees Blue, Gray, Horne, Vincent (4) Absent: Trustees Holston, Raczek (2)

D. OPEN TO THE PUBLIC: Agenda items only! Please limit your comments to 3 minutes. You must come to the podium and give your name and address. - NONE

E. Consent Agenda (Any items to be removed should be stated to the Clerk prior to calling meeting to order.)
All items on the Consent Agenda will be enacted in one motion. There will be no separate discussion of these items unless a board member so requests, in which event, the item will be removed from the Consent Agenda and considered as the first item after the approval of the Consent Agenda.

1. Minutes of the Regular Village Board Meeting of 12/13/2017
2. Payroll Ending 12/09/2017
3. Payroll Ending 12/22/2017
4. Payroll Ending 12/31/2017
5. Minutes of the Regular P&Z Meeting of 08/16/2017
6. Favorable Recommendation from P&Z Re: Special Use for the Property Located 26226 Cleveland Ave.
7. Favorable Recommendation from P&Z Re: Vacation of Plat for Lot 8 of Woodridge Estates 2nd Addition within 1 & 1 ½ miles from the Village of Monee
8. Favorable Recommendation from P&Z Re: Final Plat Woodridge Estates 3rd Addition within 1 & ½ miles of the Village of Monee
9. Bills
10. Minutes for the Public Hearing of December 21, 2017
11. Minutes of the Public Hearing of December 13, 2017

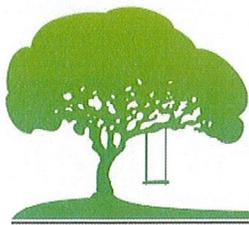
Motion made to approve above Consent Agenda: Trustee Blue Moved, Trustee Horne Seconded...Roll Call Vote
Ayes: Trustees Gray, Horne, Vincent, Blue (4) Nays: NONE (0) Motion Carried

Item(s) removed from The Consent Agenda -None

F. Clerk's Report – Clerk Codjoe wished everyone a Happy New Year.

G. Mayor's Report –

1. **Public Safety Program Ordinance #1699** – It was mentioned for consideration at next board meeting, Re-working Ordinance to have fees to go toward the Police Pension fund due to underfunding.

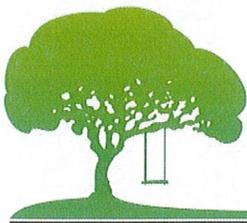


H. Administrator's Report

1. **BC Development TIF Payout Request** – Motion was made to approve. Trustee Blue Moved, Trustee Horne Seconded...Roll Call Vote Ayes: Trustees Horne, Vincent, Blue, Gray (4) Nays: NONE (0) Motion Carried
2. **Board Room Camera System** – Discussion – Administrator Wallace stated that he requested proposals from three companies and only received a response from The Little Guys. Trustee Blue asked if there was a reminder sent to the others and Admin. Wallace stated there wasn't. Trustee Gray questioned with all of the improvements and upgrades done under the last administration, if that had covered all that was necessary? Mayor Popp stated it was not and that this will be a huge cost savings. Trustee Horne stated that he would vote for Option 1 (2 cameras) over Option 1B (4 Cameras). He mentioned that one camera would do just fine as this is not a Hollywood production. Administrator Wallace explained that this was an option to upgrade our current system and professionalism. Trustee Gray and Trustee Vincent also commented that they agree with Trustee Horne on Option 1. Motion was made to waive the bidding process. Trustee Gray Moved, Trustee Blue Seconded...Roll Call Vote Ayes: Trustees Horne, Vincent, Blue, Gray (4) Nays: NONE (0) Motion Carried Motion was made approving Option 1. Trustee Horne Moved, Trustee Gray Seconded...Roll Call Vote Ayes: Trustees Vincent, Blue, Gray, Horne (4) Nays: NONE (0) Motion Carried

I. Officials' Report

1. **Public Works**- No Report
2. **Parks & Recreation**- Trustee Vincent shared that there will be a Teen Forum held on 02/09/2018 from 7pm-9pm @ Fireman's Park. 6th-12th grade! If you know any local youth who would be interested in attending, please call Diana Kroll with name and phone number. Students may bring a friend as the goal is to have Monee youth suggest and design programs and events.
3. **Finance** – No Report
4. **Economic Development**- Trustee Blue shared that the 1st Health & Wellness Initiative was a success and that Dr. Boggs, Premier Fitness and Athletico was in attendance. It was a great turnout and they look forward to meeting once a month. She also shared that she attended a FEMA meeting and how exciting it was. Trustee Blue shared that the Crime Free Ordinance Committee held its meeting and that Chief stated to split up the crime piece of the ordinance as that would apply to all residents not just renters. They are putting a lot of time into this to get it right.
5. **Building Services**- Trustee Horne shared that the Day Care that will be in the old Docs building is being drywalled. He also shared that Mr. Johnson and Mr. Thompson are about 2/3 done with building inspections which hasn't been done in the past as it should have. While he says he's not sure why, it's being done now.
6. **Public Safety** – Sergeant Lazzaroni shared that they are recommending the speed limit go from 45mph to 35 mph on Ridgeland as there have been 2 crashes in 2016 and 26 crashes in 2017 at the intersection Ridgeland/Monee Manhattan Rd. They are requesting an IDOT study at that intersection. He also shared that MPD lost two of our part-time officers. One due to personal reasons and the other due to going full-time elsewhere however one would like to come back if that's allowed.



J. Attorney's Report

1. **Discussion/Approval of an Ordinance Re: Special Use Permit on Behalf of Mark & Nancy Mostert.**
Motion was made to approve. Trustee Gray Moved, Trustee Blue Seconded...Roll Call Vote Ayes: Trustees Blue, Gray, Horne, Vincent (4) Nays: NONE (0) Motion Carried **ORD# 1824**
2. **Batterman/Termination of Pre-Annexation Agreement** – Motion was made. Trustee Gray Moved, Trustee Blue Seconded...Roll Call Vote Ayes: Trustees Blue, Gray, Horne, Vincent (4) Nays: NONE (0) Motion Carried

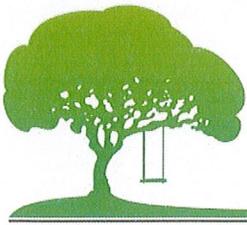
K. Old Business: None

L. New Business: None

1. **Draft Dollar General Monee Redevelopment Note Series 2018** – Motion was made to allow Attorney Gryczewski to draft Note. Trustee Gray Moved, Trustee Vincent Seconded...Roll Call Vote Ayes: Trustees Gray, Horne, Vincent, Blue (4) Nays: NONE (0) Motion Carried
2. **Hawks Liquor's License Application** – This is for the consumption of beer and wine on premises of package goods establishment with regards to the gaming industry. Mayor Popp shared how he visited sites in other communities where this is being done. Administrator Wallace stated that if this is approved, a significant number of improvements would need to be done and they want to make sure it's approved before starting work. Trustee Horne stated that he is curious as to how this will pan out with the way the ordinance was written as so many were against this seven years ago but now see revenue. Trustee Gray questioned if the establishments visited were package goods stores of cafes like the ones we have in town. Administrator Wallace stated that they were package goods stores. Trustee Blue questioned if the Village has a limit as to how many of these are allowed in the Village. Attorney Gryczewski shared that he hasn't seen one. Trustee Vincent questioned if this would be during regular business hours or if they would be extended. Trustee Horne stated that he would be against this. He shared that those that are gaming locations now, some have been in the Village for a long time with their businesses and he wouldn't want to take away from them. He doesn't think we need to get in to more gaming.
3. **Athletico Ribbon Cutting** – Trustee Blue shared that Athletico is having a ribbon cutting ceremony on January 19th, 2018 @11am.

M. Open to Public: Syd Dresback came to the podium and recommended a stool for the camera operator. Also he asked if there was a reason why Athletico has 5 signs designating for their parking and other businesses don't. He stated that he doesn't believe it's fair to the other businesses that have been there. David Kruzel stated that it was negotiated from Athletico's corporate office because there may be injuries that require special accommodations.

N. Adjournment- Motion Made to Adjourn Meeting @7:30pm. Trustee Gray Moved, Trustee Blue Seconded...Roll Call Vote Ayes: Trustees Horne, Vincent, Blue, Gray (4) Nays: NONE (0) Motion Carried



MINUTES FOR JANUARY 10, 2018 6:30PM
REGULAR MEETING OF THE MONEE VILLAGE BOARD OF TRUSTEES
VILLAGE of MONEE
Will County Illinois



Mayor Popp

Clerk Codjoe

DRAFT

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 ADVANCED AUTO PARTS 7758734247927	01-21-520	PD 1401 WASHER NOZZLE	25.22	25.22
01 AFLAC 799757	01-00-224	INSURANCE	2525.18	2525.18
01 REPUBLIC WASTE SERVICES #770 0721-005692865	04-00-543	GARBAGE SERVICES FOR DEC. & JAN.	66112.74	66112.74
01 BRAVO PAVING INC. & SEALCOATIN 6402	02-00-528	STREET REPAIRS AND MAINT.	4985.00	4985.00
01 BRENT CASH 01/09/18	01-21-562	TARGET TRAINING. REIMBURS	17.99	17.99
01 BRETT EQUIPMENT CORP. 279133	02-00-520	TRUCK 5.	289.57	133.60
279133	01-21-520	PD 1302		22.37
279251	02-00-520	TRUCK 5.		133.60
01 CINTAS CORPORATION #319 319355843	01-22-513	PD CLEANING	573.43	375.00
319356142	01-22-513	PD CLEANING		45.68
319358992	01-22-513	PD CLEANING		152.75
01 COMCAST CABLE 181844-1/1/18	05-00-552	INTERNET/PHONE	314.70	189.85
6316-01/01/18	01-21-552	INTERNET/PHONE		124.85
01 COMED 3100-01/03/18	02-00-577	0 MM. TFLT RT/25. I-57	2297.58	607.03
4013-12/28/17	08-00-574	5880 W. TRITON WAY. LIFT STATION		216.53
4098-12/27/17	02-00-577	TRAFFIC SIGNAL. 5600 MM RD		64.08
6004-12/28/17	08-00-574	1E RUBY. 0 COUNTY FAIR.LIFT STATION		86.69
6044-12/28/17	08-00-573	25900 CHESTNUT. WELL HOUSE 3		1116.91
7039-12/29/17	02-00-577	5608 W. SUTTON PL. STREET LIGHT.		8.73
7061-12/29/17	02-00-577	5602 W. SUTTON PLACE. STREET LIGHT		8.73
8032-12/28/17	02-00-577	CONTROLLER. OS GOVERN. HWY.		109.89
9004-12/29/17	08-00-574	25629 LINDEN. LIFT STATION		50.90
9017-12/28/17	02-00-572	6010 BRUNS RD.		15.84
9070-12/28/17	02-00-577	STREET LIGHTS. 5501 MAIN		12.25
01 CORE & MAIN LP I155556	08-00-836	MAIN REPAIR PARTS	2662.83	2662.83
01 CURRIE MOTORS 110708	02-00-520	TRUCK 12. GAS CAP.	16.55	16.55
01 DMC SECURITY SERVICES INC. 276294	01-22-513	PD ALARM MAINT	550.00	325.00
276502	08-00-521	WELL HOUSE 3 ALARM		60.00
276503	08-00-521	WELL HOUSE 4 ALARM		60.00
276504	01-22-511	PARKS ALARM		105.00
01 ENVIRONMENTAL SYSTEMS RESEARCH 20506487	08-00-831	SERVER SOFTWARE LICENSES	6082.20	2500.00
25825730	08-00-831	SERVER SOFTWARE LICENSES		3582.20
01 FERRUCCI CUSTOM HOMES, INC			500.00	

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01/10/18	01-61-322	CLEAN UP BOND REIMBURSEMENT		500.00
01 FEDEX 6-046-00627	01-21-551	POSTAGE	46.15	46.15
01 PINKERTON OIL/GAS CITY 288619 288874	01-00-160 01-00-160	GAS GAS	2020.93	1173.04 847.89
01 GASVODA & ASSOCIATES, INC. INV1702595	08-00-523	NEW MOTOR/PUMP. REPLACEMENT TRITON	15968.00	15968.00
01 LAWRENCE R. GRYCZEWSKI 01/03/18	01-00-583	ATTORNEY FEES FOR DEC 2017	4068.75	4068.75
01 HUTTER TRANKINA ENGINEERING 18005A	01-22-510	ENGINEERING SERVICES	1000.00	1000.00
01 TREASURER, STATE OF ILLINOIS 121586	02-00-837	EGYPTIAN TRAIL. 0140712.01	248702.18	248702.18
01 JAMES JANDA 01/09/18	08-00-361	OVER PAYMENT ON CLOSED ACCT.	41.54	41.54
01 JCM UNIFORMS 736264 736453 738973	01-21-664 01-21-664 01-21-664	PD UNIFORMS PD UNIFORMS PD UNIFORMS	457.61	231.86 45.90 179.85
01 SCOTT KOERNER 01/09/18	01-21-566	WILL COUNTY MEETING	20.00	20.00
01 LEADS ONLINE 244053	01-21-561	SYSTEM RENEWAL PD	2128.00	2128.00
01 TEAMSTERS LOCAL 700 JAN. 2018-DPW JAN. 2018-PD	01-00-222 01-00-222	DUES FOR DPW FOR JAN. 2018 DUES FOR PD FOR JAN. 2018	1233.00	358.00 875.00
01 MENARDS 62453 63965 64088	01-22-513 01-22-511 01-22-511	PD BUILD OUT PARK BUILDING INSULATION PARK BUILDING INSULATION	985.15	385.15 537.50 62.50
01 MID-STATES ORGANIZED CRIME 13095-1343	01-21-561	2018 DUES	150.00	150.00
01 MOTOROLA SOLUTIONS 334851212017	01-21-832	LOCAL USE RATE. COMMUN.	782.00	782.00
01 NCPERS GROUP LIFE INS. 12/21/17	01-00-225	EMPLOYEE INSURANCE	176.00	176.00
01 NEOFUNDS BY NEOPOST 0718-12/31/17	01-00-551	POSTAGE	100.00	100.00
01 RAY O'HERRON, CO., INC. 1770150-IN	01-21-663	PD EQUIP/UNIFORMS	3886.08	3886.08
01 ROBINSON ENGINEERING 17120083	08-00-581	REHAB PROJECT. 16-R0562.04.	2000.00	2000.00
01 ROBERT SEPE 01/09/18	01-21-520	CAR MAINT REIMBURS	8.00	8.00
01 SHARE CORPORATION 38114	01-21-520	MOTORIZED EQUIP	241.79	80.60

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
38114	02-00-520	MOTORIZED EQUIP		80.60
38114	08-00-520	MOTORIZED EQUIP		80.59
01 TYSON ENGINEERING			14948.00	
1712110	08-00-581	WATER MAIN, LYNN, RDWAY IMPROVE		5920.00
1712111	14-00-903	BLONQUIST SURVEYS. 17-T0654		6460.50
1712113	01-00-581	NORTHERN SPEC III CLEVELND.17-T0667		2567.50
01 URBAN COMMUNICATIONS INC.-#242			2200.00	
1/8/18	01-00-585	TECH ASSIST		175.00
55832	01-00-552	NIGHT IVR CHANGE		525.00
55833	01-00-552	PHONES		1500.00
01 VISION SERVICE PLAN (IL)			468.35	
804641341	01-00-480	2018 JAN. COVERAGE		468.35
01 WALTON OFFICE SUPPLY			490.01	
303104-0	08-00-651	DPW OFFICE SUPPLIES		357.25
303104-1	08-00-651	DPW OFFICE SUPPLIES		98.32
303139-0	01-00-651	V.H. OFFICE SUPPLIES		34.44
01 GLOVER WASHINGTON			30.00	
01/06/18	01-70-525	TAE KWON DO.		30.00
01 WILLIAM BAILEY			855.79	
1222	01-22-515	EMA BUILDING MAINT		855.79
01 WILL COUNTY GOVERNMENTAL LEAGU			4798.89	
2018-1022	01-00-561	2018 MEMBERSHIP DUES		4572.09
2018-1110	01-00-480	EMPLOYEE ASSIST FEES JAN/FEB/MAR		226.80
01 WELDSTAR COMPANY			45.50	
01629575	02-00-653	CYL RENTAL		45.50
01 WILL GRUNDY MUNICIPAL CLERKS			30.00	
01/08/18	01-00-561	CLERK DUES		30.00
** TOTAL CHECKS TO BE ISSUED			394834.71	

FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
CORPORATE FUND			32346.28	
ROAD & BRIDGE			254923.58	
GARBAGE			66112.74	
ESDA			189.85	
WATER & SEWER			34801.76	
TIF 3			6460.50	
*** GRAND TOTAL ***			394834.71	
TOTAL FOR REGULAR CHECKS:			394,834.71	

SYS DATE:01/12/18

Village of Monee
A / P W A R R A N T L I S T
REGISTER # 736
Friday January 12, 2018

SYS TIME:10:31
[NW1]

DATE: 01/12/18

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 REPUBLIC WASTE SERVICES #770 0721-005692865	04-00-543	GARBAGE FOR JAN. 2018	33056.37	33056.37
** TOTAL CHECKS TO BE ISSUED			33056.37	

SYS DATE:01/12/18

Village of Monee
A / P W A R R A N T L I S T
REGISTER # 736
Friday January 12, 2018

SYS TIME:10:31
[NW1]

DATE: 01/12/18

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FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
=====				
		GARBAGE	33056.37	
		*** GRAND TOTAL ***	33056.37	
		TOTAL FOR REGULAR CHECKS:	33,056.37	

PAYABLE TO	INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 ADVANCE AUTO PARTS				1170.03	
7758800565322		02-00-653	DPW STOCK SUPPLIES		1158.53
7758801529460		02-00-520	TRUCK 27 WIPERS		11.50
01 ANCEL GLINK DIAMOND				165.00	
61378		01-00-583	LEGAL SERVICES THROUGH DEC. 2017		165.00
01 AQUA ILLINOIS				39480.81	
81833-12/26/17		08-00-535	RT 50. FLOW METER		21616.77
81974-12/26/17		08-00-535	GOLF VISTA. FLOW METER		17864.04
01 BEVERLY RUTH				130.00	
01/17/2018		01-70-385	REFUND FOR 3 PARKS PROGRAMS/CLASSES		130.00
01 CHICAGO SOUTHLAND				1392.49	
DECEMBER 2017		01-00-938	HOTEL TAX FOR DEC. 2017		1392.49
01 CINTAS CORPORATION #319				1425.62	
319361803		01-22-513	PD CLEANING		45.00
319361912		01-22-516	DPW		41.32
319361912		01-22-512	V.H.		31.90
319361912		01-22-511	PARKS		31.90
319361912		08-00-664	UNIFORMS		72.89
319361912		02-00-664	UNIFORMS		59.12
319362719		01-22-514	DPW		18.97
319362719		01-22-512	V.H.		93.02
319362719		01-22-516	PARKS		55.05
319364474		01-22-513	PD CLEANING		375.00
319364773		01-22-513	PD CLEANING		45.00
319364879		01-22-516	DPW		41.32
319364879		01-22-512	V.H.		31.90
319364879		01-22-511	PARKS		31.90
319364879		08-00-664	DPW UNIFORMS		72.89
319364879		02-00-664	UNIFORMS		59.12
319365682		01-22-514	CLEANING DPW		18.97
319365682		01-22-512	CLEANING V.H.		93.02
319365682		01-22-516	CLEANING PARKS		55.05
5009150623		01-22-512	V.H. FIRST AID		24.04
5009782843		01-22-512	V.H. FIRST AID		53.35
5009782844		01-22-514	DPW FIRST AID		48.29
5009782845		01-22-511	PARKS FIRST AID		26.60
01 COMED				254.21	
0161-01/05/18		08-00-574	LIFT STATION. EAGLE FAIR		129.66
8062-01/05/18		08-00-574	25944 DERBY DR. LIFT STATION.		124.55
01 STEPHEN CRESCENTI				67.99	
01/18/18		01-21-664	UNIFORM REFUND		67.99
01 FEDEX				95.10	
8490-6158-5		01-21-551	POSTAGE		95.10
01 PINKERTON OIL/GAS CITY				3267.99	
289276		01-00-160	GAS		693.91
289303		01-00-160	GAS		1128.95

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
289777	01-00-160	GAS		1189.04
652125	01-00-160	GAS		256.09
01 GTSAC INC. 20170524	01-00-835	TECH SUPPORT	2210.00	2210.00
01 HELSEL-JEPPERSON 794896	08-00-521	METER CONNECTORS	515.44	45.44
794897	01-22-513	PD LED LIGHTING		470.00
01 JONES PARTS & SERVICE INC. 06-4403682	02-00-520	TRUCK 27. FITTING HYD HOSE	123.67	44.19
06-4403684	02-00-520	TRUCK 4. FITTING HYD HOSE		79.48
01 JULIE, INC. 2018-1114	01-61-651	JULIE EXPENSE	1865.03	1865.03
01 MENARDS 64020	01-22-516	PARK MAINT.	172.90	172.90
01 MR. RADIATOR & AIR COND. SERV. 040790	01-22-513	REPAIR GENERATOR (PD)	256.25	256.25
01 MONROE TRUCK EQUIPMENT INC 319313	02-00-520	TRUCK 30	7357.15	696.15
319318	02-00-520	TRUCK 33 PLOW		6661.00
01 NICOR GAS 6900 3-01/12/18	02-00-576	6025 INDUSTRIAL. DPW3	989.76	989.76
01 POLICE CHIEF'S ASS. OF WILL CT 01/18/18	01-21-561	DUES	50.00	50.00
01 PDC LABORATORIES, INC 885581	08-00-659	LABS	42.00	42.00
01 SAM'S CLUB 003179	01-22-511	PARK SUPPLIES	312.83	13.68
003179	01-22-512	V.H. SUPPLIES		111.08
003179	01-22-513	PD SUPPLIES		28.86
003179	01-22-514	DPW SUPPLIES		159.21
01 SHI INTERNATIONAL CORP B07200414	01-00-835	TECHNOLOGY	2158.00	2158.00
01 SIRCHIE 0331634-IN	01-21-653	PD EQUIP	258.72	258.72
01 STEPP MANUFACTURING CO. INC. 53148	02-00-520	CRACK SEALER REPAIR AND MAINT.	1246.45	1246.45
01 TYSON ENGINEERING 1801046	01-00-581	14-T402. INDUST. DR IMPROVEMENTS	13072.50	3077.50
1801048	01-61-581	16-T0205 DOLLAR GENERAL REVIEW		260.00
1801050	02-00-581	MAIN ST DRAINAGE. 16-T0263		1112.50
1801051	01-00-581	ORDINANCE UPDATES. 16-T0264		195.00
1801055	01-61-581	SCHEETZ PROJECT. 17-T0460		947.50
1801057	08-00-581	RT 50. WATER MAINT. 17-T0534		6000.00
1801060	08-00-581	LYNN WATER MAIN. 17-T0643		1480.00
01 TOM'S TRUCK REPAIR SOUTH INC. SL8341	02-00-520	TTR SAFETY TEST	176.00	152.50
SL8341	08-00-520	TTR SAFETY TEST		23.50

SYS DATE:01/17/18

Village of Monee
A / P W A R R A N T L I S T
REGISTER # 737
Wednesday January 17, 2018

SYS TIME:17:01
[NW1]

DATE: 01/17/18

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 WALTON OFFICE SUPPLY			157.71	
303233-0	01-21-651	OFFICE SUPPLIES		111.63
303302-0	01-00-651	OFFICE SUPPLIES		40.75
303309-0	01-00-651	DESK SUPPLIES		5.33
01 WILL COUNTY 9-1-1 SYSTEM			244.92	
180111-1	01-21-561	NETMOTION CLIENT LICENSE		244.92
** TOTAL CHECKS TO BE ISSUED			78658.57	

SYS DATE:01/17/18

Village of Monee
A / P W A R R A N T L I S T
REGISTER # 737
Wednesday January 17, 2018

SYS TIME:17:01
[NW1]

DATE: 01/17/18

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FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
CORPORATE FUND			18916.53	
ROAD & BRIDGE			12270.30	
WATER & SEWER			47471.74	
*** GRAND TOTAL ***			78658.57	
TOTAL FOR REGULAR CHECKS:			78,658.57	

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
=====				
01 FIRST MIDWEST BANK			4891.76	
12/29/17	01-00-585	TECH		45.51
12/29/17	01-00-562	TRAVEL MEETING		593.30
12/29/17	01-00-551	POSTAGE		32.95
12/29/17	01-61-551	POSTAGE		6.59
12/29/17	01-00-651	OFFICE SUPPLIES		50.00
12/29/17	01-61-551	POSTAGE		6.59
12/29/17	01-00-651	OFFICE SUPPLIES		11.50
12/29/17	01-00-554	OFFICE FORMS		64.90
12/29/17	01-21-831	OFFICE EQUIP		146.00
12/29/17	01-21-831	OFFICE EQUIP		274.06
12/29/17	01-21-551	POSTAGE		46.13
12/29/17	01-21-561	DUES		10.99
12/29/17	01-21-664	UNIFORMS		97.02
12/29/17	01-21-831	OFFICE EQUIP		563.62
12/29/17	01-21-831	OFFICE EQUIP		388.16
12/29/17	01-21-551	POSTAGE		25.00
12/29/17	01-21-562	TRAVEL/TRAINING		304.18
12/29/17	01-21-561	DUES		10.99
12/29/17	01-21-551	POSTAGE		39.54
12/29/17	01-21-934	EXPLORER POST.		81.54
12/29/17	01-21-561	DUES		10.99
12/29/17	01-70-937	PROGRAMS		97.46
12/29/17	01-70-518	SENIOR PROGRAMS		145.00
12/29/17	01-70-512	EVENTS		100.25
12/29/17	01-70-512	EVENTS		111.56
12/29/17	01-70-518	SENIOR PROGRAMS		160.70
12/29/17	01-70-512	EVENTS		20.00
12/29/17	01-70-512	PROGRAMS		40.00
12/29/17	01-70-512	EVENTS		10.00
12/29/17	01-70-512	EVENTS		25.00
12/29/17	01-70-512	EVENTS		30.00
12/29/17	01-70-551	POSTAGE FOR NEWSLETTER		49.00
12/29/17	01-70-937	PROGRAMS		42.45
12/29/17	01-70-937	PROGRAMS		69.51
12/29/17	01-70-516	MOVIES IN THE PARK		303.00
12/29/17	02-00-929	DPW EXPENSE		77.86
12/29/17	01-22-929	MISC.		289.99
12/29/17	01-70-512	KIDS CHRISTMAS		61.70
12/29/17	01-70-512	KIDS CHRISTMAS		62.36
12/29/17	01-22-513	OFFICE EQUIP		165.00
12/29/17	01-22-513	PD MAINT. 48 PORT PATCH PAN.		99.96
12/29/17	01-00-929	OFFICE SUPPLIES		89.90
12/29/17	01-70-512	TREE LIGHTING AD.		20.00
12/29/17	01-22-539	MAPS/LANDSCAPING		11.50

01 ROBERT NORMOYLE

250.00

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
12/1/-/31/17	01-61-588	PLUMBING INSPECTOR. DEC. 2017		250.00
01 TYSON ENGINEERING			5308.25	
1801049	01-61-581	PATTERSON REVIEW. 14-T454		232.75
1801056	01-61-581	BAILLY RIDGE. 17-T0553		450.00
1801058	01-61-581	BAILLY RIDGE 4. 17-T0591		3395.00
1801059	01-61-581	BAILLY RIDGE. 17-T0609		603.00
1801061	01-61-581	NORTHERN III. 17-T0667		497.50
1801062	01-00-581	17-T0004. MISC 2017 ENGINEERING.		130.00
** TOTAL CHECKS TO BE ISSUED			10450.01	

FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
CORPORATE FUND			10372.15	
ROAD & BRIDGE			77.86	
*** GRAND TOTAL ***			10450.01	
TOTAL FOR REGULAR CHECKS:			10,450.01	

VENDOR #	NAME	DEPT.	AMOUNT
01 CORPORATE FUND			
AFLAC	AFLAC	01-00	2,525.18
GASCI	PINKERTON OIL/GAS CITY	01-00	2,020.93
GRYCZ	LAWRENCE R. GRYCZEWSKI	01-00	4,068.75
LO726	TEAMSTERS LOCAL 700	01-00	1,233.00
NCPER	NCPERS GROUP LIFE INS.	01-00	176.00
NEOPO	NEOFUNDS BY NEOPOST	01-00	100.00
TE	TYSON ENGINEERING	01-00	2,567.50
URBAN	URBAN COMMUNICATIONS INC.-#2428	01-00	2,200.00
VSP	VISION SERVICE PLAN (IL)	01-00	468.35
WALTO	WALTON OFFICE SUPPLY	01-00	34.44
WCGL	WILL COUNTY GOVERNMENTAL LEAGU	01-00	4,798.89
WGCA	WILL GRUNDY MUNICIPAL CLERKS	01-00	30.00
**TOTAL			20,223.04
ADVAU	ADVANCED AUTO PARTS	01-21	25.22
BRENT	BRENT CASH	01-21	17.99
BRETT	BRETT EQUIPMENT CORP.	01-21	22.37
COMCA	COMCAST CABLE	01-21	124.85
FEDEX	FEDEX	01-21	46.15
JCM	JCM UNIFORMS	01-21	457.61
KOERN	SCOTT KOERNER	01-21	20.00
LEADS	LEADS ONLINE	01-21	2,128.00
MIDST	MID-STATES ORGANIZED CRIME	01-21	150.00
MS	MOTOROLA SOLUTIONS	01-21	782.00
OHERR	RAY O'HERRON, CO., INC.	01-21	3,886.08
SEPE	ROBERT SEPE	01-21	8.00
SHARE	SHARE CORPORATION	01-21	80.60
**TOTAL			7,748.87
CINTS	CINTAS CORPORATION #319	01-22	573.43
DMC	DMC SECURITY SERVICES INC.	01-22	430.00
HUTTR	HUTTER FRANKINA ENGINEERING	01-22	1,000.00
MENAR	MENARDS	01-22	985.15
WBAIL	WILLIAM BAILEY	01-22	855.79
**TOTAL			3,844.37
FCHI	FERRUCCI CUSTOM HOMES, INC	01-61	500.00
**TOTAL			500.00
WASHG	GLOVER WASHINGTON	01-70	30.00
**TOTAL			30.00
01 CORPORATE FUND		GRAND TOTAL	32,346.28
BRAVO	BRAVO PAVING INC. & SEALCOATING	02-00	4,985.00
BRETT	BRETT EQUIPMENT CORP.	02-00	267.20
COMED	COMED	02-00	826.55
CURRI	CURRI MOTORS	02-00	16.55
IDOT	TREASURER, STATE OF ILLINOIS	02-00	248,702.18
SHARE	SHARE CORPORATION	02-00	80.60
WELDS	WELDSTAR COMPANY	02-00	45.50
**TOTAL			254,923.58
02 ROAD & BRIDGE		GRAND TOTAL	254,923.58
ALLIW	REPUBLIC WASTE SERVICES #770	04-00	66,112.74
**TOTAL			66,112.74

SYS DATE:01/12/18

Village of Monee
C L A I M S H E E T
Friday January 12, 2018

SYS TIME:10:32
[NCS]
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VENDOR #	NAME	DEPT.	AMOUNT
=====			
04	GARBAGE		
ALLIW	REPUBLIC WASTE SERVICES #770	04-00	33,056.37
	**TOTAL		----- 33,056.37
04	GARBAGE	GRAND TOTAL	33,056.37
	GRAND TOTAL FOR ALL FUNDS:		33,056.37
	TOTAL FOR REGULAR CHECKS:		33,056.37

VENDOR #	NAME	DEPT.	AMOUNT
----------	------	-------	--------

01 CORPORATE FUND

ANCEL	ANCEL GLINK DIAMOND	01-00	165.00
CHICA	CHICAGO SOUTHLAND	01-00	1,392.49
GASCI	PINKERTON OIL/GAS CITY	01-00	3,267.99
GTSAC	GTSAC INC.	01-00	2,210.00
SHI	SHI INTERNATIONAL CORP	01-00	2,158.00
TE	TYSON ENGINEERING	01-00	3,272.50
WALTO	WALTON OFFICE SUPPLY	01-00	46.08

**TOTAL 12,512.06

CRESC	STEPHEN CRESCENTI	01-21	67.99
FEDEX	FEDEX	01-21	95.10
PCA	POLICE CHIEF'S ASS. OF WILL CT	01-21	50.00
SIRCH	SIRCHIE	01-21	258.72
WALTO	WALTON OFFICE SUPPLY	01-21	111.63
WC911	WILL COUNTY 9-1-1 SYSTEM	01-21	244.92

**TOTAL 828.36

CINTS	CINTAS CORPORATION #319	01-22	1,161.60
HELSE	HELSEL-JEPPERSON	01-22	470.00
MENAR	MENARDS	01-22	172.90
MRACS	MR. RADIATOR & AIR COND. SERV. IN	01-22	256.25
SAMS	SAM'S CLUB	01-22	312.83

**TOTAL 2,373.58

JULIE	JULIE, INC.	01-61	1,865.03
TE	TYSON ENGINEERING	01-61	1,207.50

**TOTAL 3,072.53

BRUTH	BEVERLY RUTH	01-70	130.00
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**TOTAL 130.00

01 CORPORATE FUND GRAND TOTAL 18,916.53

ADVAP	ADVANCE AUTO PARTS	02-00	1,170.03
CINTS	CINTAS CORPORATION #319	02-00	118.24
JONE2	JONES PARTS & SERVICE INC.	02-00	123.67
MTE	MONROE TRUCK EQUIPMENT INC	02-00	7,357.15
NICOR	NICOR GAS	02-00	989.76
STAPP	STAPP MANUFACTURING CO. INC.	02-00	1,246.45
TE	TYSON ENGINEERING	02-00	1,112.50
TOMS	TOM'S TRUCK REPAIR SOUTH INC.	02-00	152.50

**TOTAL 12,270.30

02 ROAD & BRIDGE GRAND TOTAL 12,270.30

AQUA	AQUA ILLINOIS	08-00	39,480.81
CINTS	CINTAS CORPORATION #319	08-00	145.78
COMED	COMED	08-00	254.21
HELSE	HELSEL-JEPPERSON	08-00	45.44
PDC	PDC LABORATORIES, INC	08-00	42.00
TE	TYSON ENGINEERING	08-00	7,480.00
TOMS	TOM'S TRUCK REPAIR SOUTH INC.	08-00	23.50

**TOTAL 47,471.74

08 WATER & SEWER GRAND TOTAL 47,471.74

GRAND TOTAL FOR ALL FUNDS: 78,658.57

TOTAL FOR REGULAR CHECKS: 78,658.57

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01 CORPORATE FUND			
FIRS1	FIRST MIDWEST BANK	01-00	888.06
TE	TYSON ENGINEERING	01-00	130.00
	**TOTAL		1,018.06
FIRS1	FIRST MIDWEST BANK	01-21	1,998.22
	**TOTAL		1,998.22
FIRS1	FIRST MIDWEST BANK	01-22	566.45
	**TOTAL		566.45
FIRS1	FIRST MIDWEST BANK	01-61	13.18
NORMO	ROBERT NORMOYLE	01-61	250.00
TE	TYSON ENGINEERING	01-61	5,178.25
	**TOTAL		5,441.43
FIRS1	FIRST MIDWEST BANK	01-70	1,347.99
	**TOTAL		1,347.99
	01 CORPORATE FUND	GRAND TOTAL	10,372.15
FIRS1	FIRST MIDWEST BANK	02-00	77.86
	**TOTAL		77.86
	02 ROAD & BRIDGE	GRAND TOTAL	77.86
	GRAND TOTAL FOR ALL FUNDS:		10,450.01
	TOTAL FOR REGULAR CHECKS:		10,450.01

Village of Monee

Agenda Item: H - 1

Meeting Date: January 24, 2018

Subject: Architectural Services

By: David Wallace, Administrator

Board Action Request

Please find attached a proposal from Olivieri Brothers, Inc to provide architectural services for the remaining build out of the village hall. As you can see we are only utilizing Tasks 0, 1 and 3 at this point. This will provide an overall vision of what is to be completed. Upon agreement with the plan, the village can then proceed with receiving a quote for Tasks 4 & 5.

Staff is requesting permission to enter into a contract with Olivieri Brothers, Inc for professional services in the amount of \$3,980.00.

Action Requested: Motion to allow the administrator to enter in a contract with Olivieri Brothers, Inc for professional architectural services in the amount of \$3,980.00.



Mike Johnson
Village of Monee
5130 W. Court Street
Monee, Illinois 60449

January 12, 2018

RE: Architectural Design & Engineering Proposal and Agreement for the remodeling of the public restrooms and public hallway area of the Monee Village Hall

Mike:

Thank you for contacting us regarding your project, located at 5130 W. Court Street in Monee, IL. The following is our proposal and scope of work based on our conversation to date.

Architectural/Engineering Design Proposal

Task 0 – Pre-design

- Field measure and develop as-built drawings of first floor area of work
- Meet with owner at time of site visit to review design items and space programming

Task 1 – Schematic Design

- Develop (2) or more first floor plan options based on our site visit and the "As-Built" of the Floor Plan
- Meet with owner to review and approve floor plan before proceeding.

Task 2 – Entitlement & Grants

- Not included in this proposal.

Task 3 – Construction Documents (Not to begin until Owner approval)

- Complete Building Code review
- Structural Design (budgetary item; to be billed 1.2x consultant costs)
- Incorporate layout and specs
- Basic Construction Plans sufficient to obtain permits, including:
 - o Demolition Plans
 - o Floor Plans
 - o Reflected Ceiling Plans
 - o Finish details as required
 - o Door Details and Notes
 - o Details as required to show conformance with the Accessibility Code
- Meeting with Client to Review Plans
- Plan revisions as required by the Village

Task 4 – MEP Engineering (Mechanical, Electrical, Plumbing)

- Not included in this proposal.

Task 5 – Bidding and Negotiating

- Not included in this proposal.

Task 6 – Construction Administration Services

- Not included in this proposal.

Task 7 –Pool-Construction Services

- Not included in this proposal.

Task 8 – Marketing/Sales Services

- Not included in this proposal.

Summary of Tasks	Fees
Task 0 – Pre-design	\$ 780.00
Task 1 – Schematic Design	\$ 1,010.00
Task 3 – Construction Documents	\$ 2,190.00
TOTAL:	\$ 3,980.00

Not included:

The following (if required by the Governmental Authority or Owner) will be additional costs to the owner and has not been included in our Fees (as outlined above):

1. Any work on the exterior of the building or Site improvements
2. County, Township, Village, or any Governmental Agency Fees
3. Environmental Assessment or Engineering work
4. Utility Company Fees or Requirements
5. Fire Sprinkler Systems Design and Drawings
6. Cost Estimates
7. Any other item not specifically mentioned in Tasks.

A retainer fee of \$ 1,500.00 is due before work can begin. This retainer will be applied to the last invoice. Although the above Outline is separated in Tasks the project we reserve the right to invoice monthly if the project is delayed beyond our control. Any unpaid invoices >30 days will be assessed an 18% late fee.

We have included up to (5) sets of drawings for Permitting and Construction; additional sets will be charged to the client.

Thanks for giving us the opportunity to give you a proposal on your project. Feel free to give me a call if you have any questions.

We look forward to working with you on this project.

Sincerely,
OLIVIERI BROTHERS INC.



Donald H. Olivieri CSI, NCARB

By signing below and forwarding a retainer fee, the Village of Monee authorizes Olivieri Brothers Inc to begin work.

Accepted this _____ day of _____, 20_____.

Client/Owner Signature

K:\Olivieri 2017\Architecture_Overhead\Sales and Proposals\Proposals\2018\Monee Village Hall\MoneVillageHall.doc

Village of Monee

Agenda Item: H - 2

Meeting Date: January 24, 2018

Subject: Water Test Well

By: David Wallace, Administrator

Board Action Request

As part of the process for a new village water well, there first needs to be a test well drilled to provide certain information as part of the IEPA loan process. The attached memo from Robinson Engineering explains the IEPA process pertaining to test wells. After much discussion with Robinson Engineering, staff is recommending the village pay for the test well at the estimated cost of \$150,000 and seek reimbursement through the IEPA loan. By fronting the cost of the test well now, the village will save approximately 6-8 months off of the timeline of the project. Considering the condition of the village's small water tower, time is of the essence.

This amount is in the budget.

Action Requested: Motion to authorize the drilling of a test well at an approximate cost of \$150,000.



MEMO

Municipal Expertise. Community Commitment.

To: Dave Wallace, DJ Kruzcl, Village of Monee Date: January 18, 2018

From: Geoff Aggen, Jim Czarnik

Date: January 18, 2018

Subject: Monee Elevated Tank and Well House-Project Discussion Project No. 17-359.01 & .02

IEPA Low Interest Loan

New federal loan requirement rules went into effect July 1, 2017 that do not allow for test well drilling to be included and reimbursed as part of the IEPA loan.

The IEPA understands that well drilling/well design/well house construction go hand in hand. The way IEPA is allowing test well drilling to be part of the loan is to have the borrower include these costs as part of the "planning costs." Planning costs are now eligible for reimbursement. IEPA recommends these costs be part of the design engineering phase of the project.

Timeline:

Option 1

REL would send out a request for proposal for the test well drilling. The Village would pay the upfront costs for the test well drilling and can submit for reimbursement through the IEPA loan after the loan agreement has been approved. The estimated cost for the test well is \$150,000, which was developed through consultation with Layne (who drilled the Village's other wells).

	<u>Test Well</u>	<u>Well House</u>	<u>Elevated Tank</u>
Permit Submittal	9/1/17	5/31/18	3/16/18
Design Complete	11/30/17	10/18/18	6/22/18
Advertise	2/1/18	10/19/18	7/9/18
Bid Date	2/15/18	11/30/18	8/20/18
Construction	3/1/18-5/23/18	1/25/19 – 1/31/20	10/15/18 – 12/16/19

Option 2

The Village would obtain loan approval and have an approved loan agreement with the IEPA before proceeding with the test well drilling.

REL Engineering
 17000 South Park Avenue
 South Holland, IL 60473
 (708) 331-6700 Fax (708) 331-3826

REL Engineering
 253 W. 80th Place
 Merrillville, IN 46410
 (219) 791-0700 Fax (219) 791-0705

REL Engineering
 10045 W. Lincoln Highway
 Frankfort, IL 60423
 (815) 806-0300 Fax (815) 806-0301

REL Engineering
 300 Park Blvd. – Ste. 309
 Itasca, IL 60143
 (847) 250-5635 Fax (847) 250-5636

REL Engineering
 26575 W. Commerce Dr. – Ste. 512
 Volo, IL 60073
 (815) 806-0300 Fax (815)806-0301

Tyson & REL Engineering
 367 S. Schuyler Ave.
 Kankakee, IL 60901
 (815) 932-7406 Fax (815) 932-2951

Geocon Professional Services & REL Engineering
 3000 Research Road – Ste. 1
 Champaign, IL 61822
 (217) 403-9990 Fax (217) 403-1559

Geocon Professional Services & REL Engineering
 9730 W. Laraway Road, Suite D
 Frankfort, IL 60423
 (815) 806-9986 Fax (815) 806-8691

	<u>Test Well</u>	<u>Well House</u>	<u>Elevated Tank</u>
Permit Submittal	9/1/17	5/31/18	3/16/18
Design Complete	11/30/17	3/18/19	6/22/18
Advertise	8/1/18	3/19/19	7/9/18
Bid Date	8/15/18	6/10/19	8/20/18
Construction	9/1/18-11/19/18	6/25/19 – 6/30/20	10/15/18 – 12/16/19



J-1

ORDINANCE NUMBER _____

AN ORDINANCE AMENDING TITLE SIX, CHAPTER THREE, SECTION THREE OF THE VILLAGE CODE OF THE VILLAGE OF MONEE, A HOME RULE UNIT OF GOVERNMENT, WILL COUNTY, ILLINOIS

**ADOPTED BY THE BOARD OF TRUSTEES
OF THE VILLAGE OF MONEE**

THIS _____ DAY OF _____, 2018

**Published in Pamphlet Form by Authority of the
Board of Trustees of the Village of Monee,
Will County, Illinois,
This _____ day of _____, 2018**

ORDINANCE NUMBER _____

AN ORDINANCE AMENDING TITLE SIX, CHAPTER THREE, SECTION THREE OF THE VILLAGE CODE OF THE VILLAGE OF MONEE, A HOME RULE UNIT OF GOVERNMENT, WILL COUNTY, ILLINOIS

WHEREAS, the Village can impose certain speed limit restrictions relative to the streets under its jurisdiction; and

WHEREAS, such restrictions are necessary to promote and maintain the public safety; and

WHEREAS, it has been determined that imposing a speed limit restriction for Ridgeland Avenue and Court Street will be in the best interests of the Village.

NOW, THEREFORE, BE IT ORDAINED, by the President and Board of Trustees of the Village of Monee, a Home Rule Unit of Government, Will County, Illinois that Title Six, Chapter Three, Section Three of the Village Code be amended as follows:

Section One. Preambles. That the preambles above set forth are incorporated herein as if set forth in full.

Section Two. Title Six, Chapter Three, Section Three. That Title Six, Chapter Three, Section Three be amended to reflect the following speed limit restrictions:

Ridgeland Avenue

- Thirty-Five (35) miles per hour in both directions from Monee Manhattan Road to Lakeway Drive.
- Thirty-Five (35) miles per hour in both directions from Monee Manhattan Road north 2600 feet to the Village corporate limits.

Court Street

- Amend current speed restriction on Route 50 to Will Center Road, to twenty-five (25) miles per hour
- Repeal speed restriction of twenty (20) miles per hour between 5050 W. Court Street to 5300 W. Court Street

That the remaining provisions of this Ordinance shall remain in full force and effect.

Section Three. Postings of Signs. That signs designating the speed limit as set forth herein shall be posted in the affected area.

Section Four. Repealer. That all Ordinances or parts of Ordinances in conflict herewith are expressly repealed.

Section Five. Savings Clause. That in the event any portion of this Ordinance is declared to be void, that such other parts or remainder of this Ordinance shall not be adversely effected and shall otherwise remain effective and valid.

Section Six. Adoption Clause. That this Ordinance shall be in full force and effect from and after its approval, adoption and publication as required by law.

ORDINANCE NUMBER _____

AN ORDINANCE AMENDING TITLE SIX, CHAPTER THREE, SECTION THREE OF THE VILLAGE CODE OF THE VILLAGE OF MONEE, A HOME RULE UNIT OF GOVERNMENT, WILL COUNTY, ILLINOIS

<u>AYES:</u>	<u>NAYS:</u>	<u>ABSTAIN:</u>	<u>ABSENT:</u>	<u>PRESENT:</u>
Blue	_____	_____	_____	_____
Gray	_____	_____	_____	_____
Horne	_____	_____	_____	_____
Holston	_____	_____	_____	_____
Vincent	_____	_____	_____	_____
Raczek	_____	_____	_____	_____
_____	_____	_____	_____	_____

PASSED and APPROVED this _____ day of _____, 2018.

James Popp, Village Mayor

ATTEST:

Doneshia Codjoe, Village Clerk



J-2

ORDINANCE NUMBER _____

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 3, SECTIONS 6 AND 7,
OF THE VILLAGE CODE OF THE VILLAGE OF MONEE, A HOME RULE
UNIT OF GOVERNMENT, WILL COUNTY, ILLINOIS**

**ADOPTED BY THE BOARD OF TRUSTEES
OF THE VILLAGE OF MONEE**

THIS _____ DAY OF _____, 2018

**Published in Pamphlet Form by Authority of the
Board of Trustees of the Village of Monee,
Will County, Illinois,
This _____ day of _____, 2018**

34 **Section Three -Title 3, Chapter 3, Section 7.** That Title 3, Chapter 3,
35 Section 7 of the Village Code be amended to include the following:

36 License Classification	Annual Fee
37 Class E	\$5,000.00

38 **Section Four - Savings Clause.** That in the event any portion of this
39 Ordinance is declared to be void, that such other parts or remainder of this
40 Ordinance shall not be adversely effected and shall otherwise remain effective
41 and valid.

42 **Section Five – Repealer.** That all Ordinances or parts of Ordinances in
43 conflict herewith are expressly repealed.

44 **Section Six - Adoption Clause.** That this Ordinance shall be in full force and
45 effect from and after its approval, adoption and publication as required by law.

ORDINANCE NUMBER _____

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 3, SECTIONS 6 AND 7,
OF THE VILLAGE CODE OF THE VILLAGE OF MONEE, A HOME RULE
UNIT OF GOVERNMENT, WILL COUNTY, ILLINOIS**

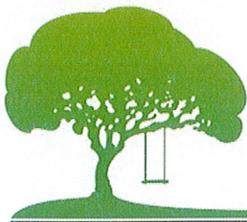
AYES:	NAYS:	ABSTAIN:	ABSENT:	PRESENT:
Blue				
Gray				
Horne				
Holston				
Vincent				
Raczek				

PASSED and APPROVED this _____ day of _____, 2018.

James Popp, Village Mayor

ATTEST:

Doneshia Codjoe , Village Clerk



ORDINANCE NUMBER _____

**AN ORDINANCE AMENDING ORDINANCE NO. 1699 ENTITLED
"AN ORDINANCE ESTABLISHING A PUBLIC SAFETY AND ECONOMIC
DEVELOPMENT PROGRAM" WITHIN THE VILLAGE OF MONEE, A HOME
RULE UNIT OF GOVERNMENT, WILL COUNTY, ILLINOIS**

**ADOPTED BY THE BOARD OF TRUSTEES
OF THE VILLAGE OF MONEE**

THIS _____ DAY OF _____, 2018

**Published in Pamphlet Form by Authority of the
Board of Trustees of the Village of Monee,
Will County, Illinois,
This _____ day of _____, 2018**

34 **Section Five - Savings Clause.** That in the event any portion of this
35 Ordinance is declared to be void, that such other parts or remainder of this
36 Ordinance shall not be adversely effected and shall otherwise remain effective
37 and valid.

38 **Section Six. Adoption Clause.** That this Ordinance shall be in full force and
39 effect from and after its approval, adoption and publication as required by law.

ORDINANCE NUMBER _____

**AN ORDINANCE AMENDING ORDINANCE NO. 1699 ENTITLED
"AN ORDINANCE ESTABLISHING A PUBLIC SAFETY AND ECONOMIC
DEVELOPMENT PROGRAM" WITHIN THE VILLAGE OF MONEE, A HOME
RULE UNIT OF GOVERNMENT, WILL COUNTY, ILLINOIS**

AYES:	NAYS:	ABSTAIN:	ABSENT:	PRESENT:
Blue				
Gray				
Horne				
Holston				
Vincent				
Raczek				

PASSED and APPROVED this _____ day of _____, 2018.

James Popp, Village Mayor

ATTEST:

Doneshia Codjoe, Village Clerk



J-4

ORDINANCE NUMBER _____

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A
REDEVELOPMENT NOTE BETWEEN THE VILLAGE OF MONEE, A HOME
RULE UNIT OF GOVERNMENT AND DG MONEE GOVERNORS, LLC**

**ADOPTED BY THE BOARD OF TRUSTEES
OF THE VILLAGE OF MONEE**

THIS _____ DAY OF _____, 2018

**Published in Pamphlet Form by Authority of the
Board of Trustees of the Village of Monee,
Will County, Illinois,
This _____ day of _____, 2018**

43 **Section Three: Repealer.** That all Ordinances or parts of Ordinances in
44 conflict herewith are expressly repealed.

45

46 **Section Four: Savings Clause.** That in the event any portion of this
47 Ordinance is declared to be void, that such other parts or remainder of this
48 Ordinance shall not be adversely effected and shall otherwise remain effective
49 and valid.

50

51 **Section Five: Adoption Clause.** That this Ordinance shall be in full force
52 and effect from and after its approval, adoption and publication as required by
53 law

54

55

56

57

ORDINANCE NUMBER _____

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A
REDEVELOPMENT NOTE BETWEEN THE VILLAGE OF MONEE, A HOME
RULE UNIT OF GOVERNMENT AND DG MONEE GOVERNORS, LLC**

AYES:	NAYS:	ABSTAIN:	ABSENT:	PRESENT:
Blue				
Gray				
Horne				
Holston				
Vincent				
Raczek				

PASSED and APPROVED this _____ day of _____, 2018.

James Popp, Village Mayor

ATTEST:

Doneshia Codjoe, Village Clerk

**VILLAGE OF MONEE, WILL COUNTY, ILLINOIS
NON-RECOURSE TAX INCREMENT REVENUE
REDEVELOPMENT NOTE
SERIES 2018**

Registered Owner

FOR VALUE RECEIVED, THE VILLAGE OF MONEE, WILL COUNTY, ILLINOIS (the “Village”), an Illinois municipal corporation, promises to pay to the order of DG Monee Governors, LLC, an Illinois Limited Liability Company (the “Payee”) the principal sum of up to Three Hundred Thirty-Three Thousand Four Hundred Fourteen Dollars, or so much thereof as shall from time to time be available from incremental ad valorem taxes to reimburse certified Project Costs under the Redevelopment Agreement (as hereinafter defined) and in the manner hereinafter provided. This Redevelopment Note is made pursuant to Ordinance No. _____ (the “Ordinance”) adopted on January 24, 2018, and that certain Redevelopment Agreement (the “Redevelopment Agreement”) executed on September 28, 2016, between the Village and the Payee. The effective date of this Redevelopment Note shall take place at such time when the Village issues a Final Certificate of Occupancy, approves the Project Costs and is in receipt of incremental property taxes. Amounts of principal under this Redevelopment Note shall be payable solely from incremental property taxes (as defined in the Redevelopment Agreement Section 5(c)) deposited in the Special Tax Increment Allocation Fund (the “STAF”) (as defined in the Redevelopment Agreement) established pursuant to the Tax Increment Financing enabling Ordinances adopted by the Village and as are described in the Recitals of the Redevelopment Agreement.

1. **Authority.** This Redevelopment Note is issued pursuant to the exercise of the Village's power and authority under the Tax Increment Allocation Act of the State of Illinois 65 ILCS 5/11-74.4-1 *et. seq.* as amended (the "Act"), and pursuant to an ordinance adopted on September 28, 2016, entitled "An Ordinance of the Village of Monee, Illinois, Approving a Redevelopment Agreement with DG Monee Governors, LLC. Pursuant to the Ordinance, the Village is issuing this Redevelopment Note for the purpose of reimbursing Payee for various Project Costs in accordance with the Act and the Redevelopment Agreement. In the event of any conflict between the terms of this Redevelopment Note and the Redevelopment Agreement, the Redevelopment Agreement shall be controlling.

2. **Security.** This Redevelopment Note is secured by the Incremental Property Taxes, as that term is defined in the Redevelopment Agreement Section 5 (c), a portion of which have been irrevocably pledged to the payment of this Redevelopment Note. Deposits of incremental property taxes into the STAF to pay this Redevelopment Note shall not be subject to any additional appropriation process of the Village, and amounts deposited therein shall be disbursed in accordance with this Redevelopment Note and the Redevelopment Agreement without further action by the Village, except as may be required by law. This obligation is not a general obligation of the Village of Monee.

3. **Interest Rate.** No interest of any kind shall be due or assessed against the principle.

4. **Purpose.** To the extent available, the incremental property taxes shall be used in accordance with the Redevelopment Agreement and to make payments to

Payee under this Redevelopment Note as reimbursement to Payee of certified Project Costs it has incurred and which have been approved by the Village in accordance with the provisions of the Redevelopment Agreement.

5. **Terms.** The terms and conditions of the Redevelopment Agreement are hereby incorporated into this Redevelopment Note by this reference as if fully set forth herein. This Redevelopment Note is executed and delivered by the Village pursuant to the Redevelopment Agreement for the purpose of reimbursing Payee for certified Project Costs which have been approved by the Village in accordance with the provisions of the Redevelopment Agreement.

- a. Principal – The principal amount of the Redevelopment Note shall be \$333,414.00 Dollars
- b. Payments – Payments on the account of the indebtedness represented by this Redevelopment Note shall, subject to the limitations contained in the Redevelopment Agreement including, without limitation, the requirement that incremental property taxes be available for such purpose and deposited in the STAF. The incremental property taxes deposited into the STAF shall be paid to Payee annually on or about December 1st (the “Payment Date”) of each year by the Village Treasurer (the “Treasurer”) for the retirement of the unpaid balance of the Redevelopment Note.

Notwithstanding anything to the contrary herein contained, except under conditions of default this Redevelopment Note shall be canceled automatically on the Maturity Date without further action by any Party, even if the sum of all payments, if any, received prior to that date by Payee hereunder do not satisfy in full all or any part of the obligation due under this Redevelopment Note.

- c. Maturity Date – This Redevelopment Note shall mature on the first to occur of any of the following:
 - i. Upon the expiration of Monee Redevelopment Project Area #5; or
 - ii. The payment of the outstanding principal due under the terms of this Redevelopment Note.

d. No Default – SUBJECT TO THE PROVISIONS OF SECTION 8, THE FAILURE, EITHER IN WHOLE OR IN PART, TO MAKE PRINCIPAL AND INTEREST PAYMENTS WHEN DUE UNDER THIS NOTE, SHALL NOT, IN AND OF ITSELF, CONSTITUTE AN EVENT OF DEFAULT.

6. **Place of Payment.** Payments under this Redevelopment Note shall be made by check of the Village and mailed to the address of the registered owner of this Redevelopment Note on or about the Payment Date as herein defined. Payments shall be made in such coin or currency of the United States of America as at the time of payment constitutes legal tender for the payment of public and private debts.

7. **No Recourse.** This Redevelopment Note and the obligation to pay the Principal on this Redevelopment Note are limited obligations of the Village and payable solely from incremental property taxes collected and available as a result of the Project and on deposit in the STAF on or about each December 1 following the effective date of this Note as herein described. This Redevelopment Note and the obligation to pay on this Redevelopment Note do not constitute an indebtedness of the Village within the meaning of any constitutional or statutory provision, and shall not constitute or give rise to a pecuniary liability of the Village or a charge against its general credit to taxing power.

8. **Default.** If on any December 1 following the effective date of this Note, and following the Interest Start Date as herein defined, incremental property taxes attributable to the Project site from the preceding tax year are on deposit in the STAF and otherwise available to make any payment required by this Redevelopment Note, and if the Treasurer fails to issue a check on or before the fifteen (15) business days following the payment date of December of that year, the Village shall, in that instance only, be deemed to be in default under this Redevelopment Note (hereinafter referred to as a “Default”).

9. **Remedies.** The sole and exclusive remedy in conjunction with an event of Default as provided in paragraph 8 above, shall be for the Payee of the Redevelopment Note to obtain an order of court commanding either the Treasurer or such other person as may be authorized and directed by the court to make payment to the Payee of any incremental property taxes available and on deposit in the STAF. In any such proceedings instituted, the prevailing party shall be entitled to recover reasonable attorneys' fees and reasonable costs of litigation from the other party.

10. **No Waiver by Delay.** No delay on the part of the holder of this Redevelopment Note in exercising any option to demand payment shall operate as a waiver thereof or preclude the exercise thereof at any time during the continuance of a default.

11. **Venue.** The sole and exclusive venue for any action or proceeding under the Redevelopment Note shall be in the Circuit Court of Will County, Illinois. This Redevelopment Note for all purposes shall be governed by and construed in accordance with the laws of the State of Illinois.

12. **Miscellaneous.**

- a. Time is of the essence hereof.
- b. If any provision in this Redevelopment Note is found by a court of law to be in violation of any applicable law, and if such court should declare such provision of this Redevelopment Note to be unlawful, void or unenforceable as written, then it is the intent of the Village and the Payee that such provision shall be given full force and effect to the fullest possible extent that it is legal, valid and enforceable, that the remainder of this Redevelopment Note shall be construed as if such unlawful, void or unenforceable provision was not contained herein, and that the rights, obligations and interests of the Village and the Payee shall continue in full force and effect.

- c. That this Redevelopment Note cannot be assigned, transferred or conveyed to any third party or entity without the written consent of the Village.
- d. Upon assignment or other transfer of this Redevelopment Note by Payee or by operation of law, the term "Payee" as used herein shall mean such assignee or other transferee or successor to Payee who may become the holder of this Redevelopment Note by virtue of any assignment or transfer of this Redevelopment Note as more particularly provided in the Redevelopment Agreement. This Redevelopment Note shall inure to the benefit of Payee and its successors and assigns and shall be binding upon the Village and its successors and assigns.

IN WITNESS WHEREOF, the Village of Monee has caused this Redevelopment Note to be executed in its name and on its behalf by the manual signature of its President, and its corporate seal, to be hereunto affixed and attested by the manual signature of its Village Clerk.

Dated: _____

VILLAGE OF MONEE

Village President

ATTEST:

monee misc/DG Monee redevelopment note series 2018

REDEVELOPMENT AGREEMENT
VILLAGE OF MONEE
TAX INCREMENT FINANCE DISTRICT NO. 6

L-1

This **Redevelopment Agreement** (“Redevelopment Agreement”) is made and entered into as of this _____ of _____, 2018, by and between the **Village of Monee**, an Illinois municipal corporation located in Will County, Illinois (the “Village”), and Bailly Ridge Four, LLC, an Delaware Limited Liability Company (the “Developer”).

WITNESSETH

WHEREAS, the Village has undertaken a program for the redevelopment of certain property within the Village, which property is hereinafter described, pursuant to 65 ILCS 5/11-74.4-1 et. seq., known as the “Tax Increment Allocation Redevelopment Act” (the “Act”); and

WHEREAS, on or about September 27, 2017 the President and Board of Trustees have heretofore passed and approved;

(i) Ordinance No. 1813 entitled “An Ordinance Designating the Monee Redevelopment Project Area No. 6 pursuant to the Tax Increment Allocation Redevelopment Act, (ii) “Ordinance No. 1814 entitled “An Ordinance Adopting Tax Increment Financing for the Monee Redevelopment Project Area No. 6 (iii) “Ordinance No. 1815 entitled “An Ordinance Approving the Redevelopment Plan and Project for the Monee Redevelopment Project Area No. 6.

WHEREAS, the Developer desires, subject to the availability of financing, including the availability of tax increment financing pursuant to the “Tax Increment Allocation Act”, 65 ILCS, 5/11-74.4-1, et. seq., as amended and supplemented from time to time (the “Act”), to commence activities and improve an area (the “Project Area”) which is legally described on Exhibit A by constructing an approximate 900,000 square

foot warehouse (the “Project”) and make certain infrastructure improvements to the property or properties; and

WHEREAS, the Developer is purchasing the subject Property Area from Orchard 2251 LLC; and

WHEREAS, the Project will be developed in substantial conformance with the site plan attached as Exhibit B hereto; and

WHEREAS, the Developer is seeking reimbursement for a portion of costs known as Redevelopment Project Costs (the “Project Costs”) as described on Exhibit C attached hereto and are associated with the improvement of the Project Property; and

WHEREAS, the Developer has indicated to the Village that but for the benefit of certain public financing (including tax increment financing), the Developer will not proceed with the construction of the Project; and

WHEREAS, the Developer further warrants that a reasonable portion of the incentive as described herein will be passed through to the tenant;

WHEREAS, the Village has determined that the Project would be of significant benefit to the people of the Village and thus represents a development that would be appropriate to support with certain public revenues and has commenced feasibility studies as set forth in the Act; and

WHEREAS, this Redevelopment Agreement has been submitted to the corporate authorities of the Village for consideration and said corporate authorities will have taken all actions required to be taken prior to the execution of this Redevelopment Agreement in order to make the same binding upon it according to its terms; and

WHEREAS, the Village, after due and careful consideration, has concluded that the Project as provided for herein will further the growth of the Village, improve the

environment of the Village, increase the assessed valuation of the real estate situated within the Village, foster increased and diversified economic activity within the Village, increase employment opportunities within the Village, and otherwise be in the public interest of the Village by furthering the health, safety morals and welfare of its residents and taxpayers; and

WHEREAS, the Village is desirous of having the Project to occur for the uses described herein in order to serve the needs of the Village and in order to produce increased tax revenues for the various taxing districts authorized to levy taxes within the Project Area, the Village has agreed to finance certain Project Costs through tax increment revenues and through the issuance of a Developer Note, all in accordance with the terms and provisions of the Act; and

WHEREAS, said Developer Note shall be a limited obligation Tax Increment Revenue Developer Note(s) of the Village (the “Developer Note”), a form of which is attached hereto as Exhibit D, and Village has further agreed to secure its interest and repayment obligations on the Developer Note by pledging certain funds as described in the Note Ordinance. Said obligation shall not be a general obligation of the Village; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

Section 1. Preambles. The preambles and premises set forth above are an integral part of this Redevelopment Agreement and are hereby incorporated into and made a part of this Redevelopment Agreement as though they were fully set forth in this Paragraph.

Section 2. Village and Developer Goals. It is the intent and goal of the Village and Developer to jointly cooperate in the completion of the Project as may be necessary or appropriate to carry out the terms and conditions and the intent and purposes of this Redevelopment Agreement.

Section 3. Developer's Representations and Warranties. The Developer hereby makes the following warranties and representations:

A. **Construction of Project.** That the Developer will construct or cause to construct and substantially complete the Project by June, 2019 and will make any necessary infrastructure improvements as agreed upon by the parties. The Developer shall provide landscaping as delineated in Exhibit E (or approved by the Village at a later date) attached hereto and made a part hereof.

B. **Building, Subdivision Codes.** The Developer agrees that any and all work to be performed in connection with the Project shall adhere to the terms and provisions of the Village Codes and Annexation Agreement and in accordance with the site plan as approved by the Village officials.

C. **General Representations and Obligations.** (i) Developer has the right and power and is authorized to enter into, execute, deliver and perform this Redevelopment Agreement as evidenced by the adoption of a corporate resolution attached hereto as Exhibit F (ii) the execution, delivery and performance by Developer of this Redevelopment Agreement shall not, by the lapse of time, the giving of notice or otherwise, constitute a material violation of any applicable law or material breach of any provision contained in any instrument or document to which the Developer is now a party or is bound; (iii) until a certificate of occupancy (the "Final Occupancy Permits") is issued, with the exception of trust deeds, mortgages, or other similar financing

instruments that may be placed against the Project Area, the Developer shall maintain the property free and clear of any other liens, claims, or encumbrances. However, the Developer shall have the right to contest the validity of any such lien, claim, or encumbrance but will indemnify and shall hold the Village completely free and harmless against the same; (iv) Developer is now solvent and able to pay its debts as they mature; (v) there are no actions of law or similar proceedings which might result in any material and adverse change to the Developer's financial condition, or materially affect the Developer's assets as of the date of this Redevelopment Agreement; (vi) as of the date the Occupancy Permits are issued by the Village, the Developer will have all government permits, certificates and consents (including, without limitation, appropriate environmental clearances and approvals) necessary to conduct its business at the site; and (vii) no material default has been declared with respect to any Project Area indenture, loan agreement, mortgage, deed or other similar agreement relating to the borrowing of monies of which the Developer is a party.

D. **Representations as to Environmental Matters.** (i) To Developer's knowledge, the Project Area is in material compliance with all applicable Environmental Laws, as defined hereinafter; (ii) To the actual knowledge of Developer, as of the date of this Redevelopment Agreement, there is no claim, action, suit, proceeding, arbitration, investigation or inquiry pending or threatened against the Developer before any federal, state, municipal, foreign or other court, or any other governmental or administrative body or agency, or any private arbitral tribunal, nor has there been any complaint, order, directive, claim, citation, notice or lien by or in favor of any governmental authority or private person with respect to (a) the use, storage, generation, treatment, transportation or disposal of Hazardous Substances, as defined hereinafter; (b) spills, releases, discharges

or disposals of Hazardous Substance onto the Project Area as a result of operations or activities, leased or operated by Developer or on or into any surface water, groundwater or sewer system; (c) air emissions; or (d) the violation of or noncompliance with any Environmental Laws, as defined hereinafter; (iii) as used herein, the term “Environmental Laws” means and includes, without limitation, any federal, state or local law, statute, regulation or ordinance, now or hereafter enacted, promulgated or issued, regulating or relating to any Hazardous Substances or pertaining to health, safety, industrial hygiene or the environmental conditions on, under or about the Project Area, including without limitation each of the following: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (“CERCLA”), 42 U.S.C. Section 9601, et seq.; the Resource Conservation and Recovery Act of 1976, as amended (“RCRA”), 42. U.S.C. Section 6901, et seq., the Toxic Substances Control Act, as amended, 15 U.S.C. Section 2601 et seq.; the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et seq.; the Federal Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq.; the National Environmental Policy Act of 1975, as amended, 42 U.S.C. Section 4321 et seq.; the Illinois Environmental Protection Act, III.Rev.Stat.Chapt. 11 ½ paragraph 100 et seq. and the rules, regulations and ordinances of the U.S. Environmental Protection Agency, and of all other agencies, boards, commissions and other governmental offices, bodies and political subdivisions thereof having jurisdiction over the Project Area or the use or operation thereof; (iv) as used herein, the term “Hazardous Substances” means and includes petroleum and any substance, material, pollutant or contaminant listed or defined as hazardous or toxic under any Environmental Law.

E. **Agreement to Pay Taxes.** The Developer further agrees, that to the extent it is obligated to pay any portion of the real estate taxes to the Project Area, including any outstanding taxes, it shall pay such taxes promptly on or before the due date of such tax bills.

F. **Prevailing Wage Regulations.** That the Developer shall comply with the Prevailing Wage regulations relative to the construction of the Project. In the event that this Project is determined to be subject to the Prevailing Wage Act (820 ILCS 130/1), then Developer shall comply with the Prevailing Wage Act and indemnify and hold the Village and its officers and employees harmless from any and all claims made against the Village, its officers and employees under or pursuant to the Prevailing Wage Act.

Section 4. Developer Obligations to the Village. In accordance with the Village's commitment to the redevelopment of the Project Area, Developer, on its part, agrees and covenants with Village, as follows:

A. **Compliance with Law.** If the Village has required the Developer to cease operations as a result of being in non-compliance with applicable laws, payments on the Developer Note may be suspended for any period it is not diligently attempting to bring the facility into compliance after thirty (30) days have lapsed following Developer's receipt of written notice of non-compliance. Developer shall be responsible for securing all required permits and approvals for the Project at its sole expense.

B. **Insurance.** To cause the Village to be named as an additional insured party on the insurance policy or policies issued to provide general liability insurance and to provide proof of workers' compensation coverage for the Project. Said policies shall be issued in amounts of at least \$2,000,000 and shall provide for not less than thirty (30) days notice to the Village and Developer in the event of cancellation. Developer shall

provide Village with either copies of such policies or certificates thereof prior to commencement of construction of any part of the Project.

C. **Professional Fees.** To reimburse the Village for all professional fees incurred by the Village with respect to its attorney, consultants and others in connection with this Redevelopment Agreement and the furthering of its purposes in an amount not to exceed \$20,000. Any and all outstanding invoices shall be paid by the Developer within thirty (30) days upon receipt of the same.

D. **Provisions of Information.** To cooperate and work with Village and to provide the Village with any and all information reasonably required and necessary to the Village with respect to the Village's obligations in carrying out the provisions of the Act, the Redevelopment Plan, the Redevelopment Agreement and the Developer Note.

E. **Eligible Project Costs.** The Developer shall submit to the Village a final list, with supporting documentation, all in form and substance acceptable to the Village, of the Project Costs which have been incurred and paid for by the Developer in respect to the Project and which are eligible for reimbursement by the Village. Any and all Project costs must be reasonable.

F. **Indemnity.**

i) **General Indemnity.** Developer hereby agrees to indemnify, defend and hold the Village, its officers, agents and officials harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the Village arising from or in connection with (i) any and all construction, remodeling, and or renovation activities

pertaining to the Project; (ii) the failure of Developer to comply with any of the terms, covenants and conditions contained in the Redevelopment Agreement, or (iii) the failure of Developer, or any contractor to pay contractors, subcontractors, or materialmen in connection with the Project, or (iv) the failure of Developer to cure any misrepresentations or omissions in this Redevelopment Agreement or any other agreement relating hereto.

- ii) Environmental Indemnity. For the purpose of this Section, this indemnity shall apply to the soil, surface water, ground water and buildings located on the Project Area. The Developer agrees to indemnify, defend and hold the Village, its officers, agents and officials harmless from and against any and all manner of losses, claims, demands, actions, suits, damages, fines, penalties, administrative and judicial proceedings, judgments, settlements, expenses, costs (including reasonable consulting and attorneys' fees and expenses) brought or suffered or incurred by the Village due to or arising directly or indirectly from (i) the release, spill, discharge or disposal of Hazardous Substances of any kind on the Project Area or other property, provided, however, that such release, spill discharge or disposal shall have been directly caused by Developer; (ii) the property being included as a part of an area, where a release, spill, discharge or disposal of Hazardous Substances has occurred provided, however, such release, spill, discharge or disposal shall have been directly caused by

Developer; (iii) any act or omission which resulted in the failure of Developer or its agents to procure, maintain and comply with all permits, notification requirements, orders or approvals necessary for compliance with any applicable environmental Laws; (iv) any claims, orders, actions, suits or judgments under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, has amended, 42 U.S.C. Section 9601 et seq., or any similar state or local law, relating to the off-site disposal of Hazardous Substances, provided that the generation or disposal of such substances shall have been directly caused by Developer.

G. **Employment Hiring Agreement.** The Developer agrees to provide an agreement with its end user that said end user will execute an Employment Agreement with the Village pertaining to employment opportunities that may be created as a result of the construction of the Project. The Employment Agreement will indicate that the end user will notify the Village Clerk of any employment opportunities and that Village residents will be given the utmost consideration for these positions.

H. **Building Permit Fees.** The Developer shall submit any and all building permit fees, costs and charges to the Village that are set forth in the Annexation Agreement dated _____.

Section 5. Village Obligations. In accordance with Developer's commitment to the Project Area, and based upon full compliance with the terms of this Agreement by the Developer, the Village on its part, agrees and covenants with Developer, as follows:

A. **Issuance of Note.** Upon the completion of the shell of the building, the Village shall issue one or more a Developers Notes for approved Project Costs up to the amount of (\$18,000,000) Eighteen Million Dollars. The Developers Notes shall be used to reimburse the Developer or its successor or assigns the Project Costs from a portion of the Incremental Property Taxes derived from the future incremental real estate tax revenues derived from the Developer's construction and occupancy of the Project. For purposes of this Agreement, the term "Incremental Property Taxes" means such taxes determined pursuant to the Act and which result from the incremental share of real estate taxes collected against the Project Area after Village adoption of a Redevelopment Project and Plan in accordance with the Act. This obligation is not a general obligation of the Village and that the Village is not pledging its full faith and credit towards the same.

B. **Pledge of Incremental Property Taxes.** The parties agree that tax increment allocation financing, established and implemented in accordance with the terms and provisions of the Law, is the source of reimbursing the Developer for Project Costs it incurs. By virtue of the actions of the corporate authorities, the Village has agreed to pledge, and does hereby irrevocably pledge, eighty percent (80%) of Incremental Property Taxes generated solely from the from Project Area to reimburse the Developer. The Developer acknowledges, agrees and stipulates that it shall have no claim, demand or right to any revenue of any kind that may be generated, earned, or realized within any other Redevelopment Project Area.

C. **Reimbursement Payments.** The reimbursement payments shall be made by the Village to the Developer or its successors or assigns solely as described in Paragraph B, until the Project Costs, have been paid in full or until the Monee

Redevelopment Project Area No. 6 has expired by law, whichever occurs first. No payments shall be due until the Final Occupancy Permit is issued, the Village is in receipt of the Incremental Property Taxes, and the Village has approved the Project Costs. The payments shall be made in installments beginning on or about December 1 of the year the Village first is in receipt of the Incremental Property Taxes.

D. **Special Tax Increment Allocation Fund.** The Village shall establish and continue to maintain a Special Tax Increment Allocation Fund (STAF) and deposit into the STAF, the Incremental Property Tax revenues generated within the Project Area from time to time and interest earned on the investment of such revenues from time to time.

E. **Right to Prepay.** The Developer acknowledges and agrees that the Village shall have the absolute right to prepay, at any time, the Developers Note without penalty. Said Note shall not constitute a general obligation of the Village in any respect and no holder of the Note shall have the right to compel the exercise of any taxing power of the Village other than as provided herein.

F. **Insufficient Property Taxes.** The Village hereby agrees that, should Incremental Property Taxes be insufficient to provide for payments pursuant to the Redevelopment Agreement, as a result of a change in law or administration procedure, other than that caused by the Village, it will use its best efforts to provide for other incremental taxes produced solely as a result of the Project that have been designated effective and specific replacements to the Incremental Property Tax revenues. Such effective and specific incremental tax revenue replacements shall be applied to fulfill any unpaid obligation the Village may incur under the Redevelopment Agreement in an aggregate amount not to exceed the 80% percent of the Increment generated as a result of

the Project including any amounts resulting from any effort or success as a result of reducing the Equalized Assessed Value.

G. **Protest Notice.** The Developer agrees to furnish the Village with a twenty (20) business day's notice of any intent to file a challenge or protest the property taxes assessed to the Project that may affect the Equalized Assessed Valuation of the Property. If the EAV is reduced due to vacancy or to a challenge or protest of the property taxes on the Project initiated by the Developer, or its successor or assigns, and there is a reduction in taxes due the Village on the Project, there shall be a proportionate reduction in the installment payment amounts under the Developer Note to reflect the reduction in taxes.

Section 6. Procedures to Receive Payments.

A. **Payments to Developer.** Payments to reimburse the Developer for Project Costs pursuant to this Agreement, shall require a Requisition for payment of Project Costs ("Requisition") submitted on an annual basis beginning in year 2019 by the Developer to the Village, subject to the approval of the costs set forth on such Requisition by the Village or its designated agent or agents, and subject to the availability of funds in the STAF.

- B. **Requisition Requirements.** Each Requisition must be accompanied by:
- i) Bills or statements of suppliers, contractors or others which evidence the Developer incurred the Redevelopment Project Costs pursuant to this Agreement.
 - ii) Evidence of the Developer's or affiliated companies' liability for such bills or statements.

- iii) Waivers of all liens which could be filed by such suppliers, contractors, or professionals for payment for the good or services at issue in the Requisition; and
- iv) Such further and additional reasonable representations, warranties and information as the Village may deem appropriate.
- v) Proof of payment of the real estate taxes pertaining to the Project Area.

C. Requisition Approval. The Village or its designated agent or agents shall approve or disapprove a Requisition by written notice to the Developer within ten (10) business days after the receipt of the Requisition. Approval of the Requisition will not be unreasonably withheld, delayed or conditioned. If a Requisition is disapproved by the Village, its designated agent or agents, the reasons for disallowance will be set forth in writing and the Developer may resubmit the Requisition with such additional information as may be required, and the same procedures set forth in this Agreement for approval of a Requisition shall apply to such resubmittals.

D. Requisition Payments. Payments pursuant to an approved Requisition shall be paid from the STAF to the Developer or its designee within thirty (30) business days after approval if funds are then currently available.

Section 7. Time of the Essence. Time is of the essence of this Redevelopment Agreement.

Section 8. Delay. For the purposes of any of the provisions of the Agreement, neither the Village nor Developer, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations under this Redevelopment Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of materials, unusually adverse weather conditions such as, by

way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or quantity for an abnormal duration, tornadoes or cyclones and other like event or condition beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its respective obligations hereunder; nor shall either the Village or Developer be considered in breach of, or default in its obligations under the Redevelopment Agreement, in the event of any delay resulting from the conduct of any judicial, administrative or legislative proceeding or caused by litigation or proceedings challenging the authority or right of the Village or Developer to act or perform under the Redevelopment Agreement; provided, however, that the party seeking the benefit of the provisions of this Section 8 shall, within ten (10) business days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof, and requested an extension for the period of the enforced delay.

Section 9. No Waiver by Delay. Any delay by the Village in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the Village and the developer should still hope otherwise to resolve the problems created by the default involved). Any delay by the Developer in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or to deprive it of a limit such rights in any way (it being the intent of this provision that the Village and the Developer should still hope otherwise to resolve the problems created by the default involved). No waiver in fact made by the Village with respect to any specific default by Developer should be considered or treated as a waiver of the rights of the Village with respect to any other

defaults by Developer or with respect to the particular default except to the extent specifically waived in writing. No waiver in fact made by the Developer with respect to any specific default by Village should be considered or treated as a waiver of the rights of the Developer with respect to any other defaults by Village or with respect to the particular default except to the extent specifically waived in writing.

Section 10. Default and Remedies. Upon a “Default” (as defined below in this subsection) under this Redevelopment Agreement either of the parties in any court of competent jurisdiction, by any action or proceeding at law or in equity, shall have the rights and remedies that law and equity provide. A Default shall be deemed to occur upon any of the following events:

- i) Failure to comply with any term or provision of this Agreement which is not cured within thirty (30) days, except when such cure is being diligently pursued and requires additional time to cure.
- ii) Any violation of any local ordinance, rule, regulation or state statute which is not cured within sixty (60) days, except when such cure is being diligently pursued and requires additional time to cure.
- iii) Any installment of real estate taxes levied against the Project Area which remain unpaid for more than sixty (60) days.

Upon the failure of any party of this Redevelopment Agreement to perform its obligations under this Redevelopment Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged failure and shall demand performance. In addition to the foregoing, in the event of a Default by the Developer under this Redevelopment Agreement the Village may suspend payment on

the Developer Note until such Default is cured and during the period of the existent Default, no interest will accrue.

Section 11. Assignability and Transfer. The Developer shall not assign, transfer, convey all or any of its interest in the Developers Note without the prior written consent of the Village being first obtained, which consent shall not be unreasonably withheld or delayed. The Village agrees that no consent is required with respect to a collateral assignment of said note(s). Nothing herein shall prohibit the sale, lease or other transfer of the Project Area. The successor shall be bound to any and all terms and provisions of this Agreement.

Section 12. Entire Agreement. This Redevelopment Agreement sets forth all the promises, inducements, agreements, conditions and understandings between Developer and Village relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either or oral or written, express or implied, between the parties hereto, other than are herein set forth. No subsequent alteration, amendment, change or addition to this Redevelopment Agreement shall be binding upon the parties hereto unless authorized in accordance with law reduced to writing and executed by each of them.

Section 13. Survival of Terms, Binding. The covenants, terms conditions, representations, warranties, agreements and undertakings set forth in this Redevelopment agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

Section 14. Governing Law. The validity, meaning and effect of this Redevelopment Agreement shall be determined in accordance with the laws of the State of Illinois.

Section 15. Severability. If any provision of this Redevelopment Agreement is held invalid by a court of competent jurisdiction or in the event such a court shall determine that village does not have the power to perform any provisions hereunder such provisions shall be deemed to be excised here from the invalidity thereof shall not affect any of the other provisions contained herein, and such judgment shall relieve Village from performance under such invalid provision of this Redevelopment Agreement. Provided, however, if the judgment relieves the Village of its monetary obligations under this Agreement, then Developer will be relieved of its obligations hereunder.

Section 16. Notices. All notices demands, requests, and other communications under the Redevelopment Agreement shall be in writing and shall be deemed properly served when delivered by hand to the party to whose attention it is directed or when received if sent, postage, prepaid, by registered or certified mail, return receipt requested, addressed as follows:

VILLAGE:	Village Clerk Village of Monee 5130 W. Court Street Monee, IL 60449
DEVELOPER:	DK Bailly Ridge, LLC James D. Palermo, Esquire 15436 N. Florida Avenue, Suite 200 Tampa, FL 33613 Facsimile No.: 813-908-2206 DeBartolo Development, LLC Edward M. Kobel 4401 W. Kennedy Boulevard, 3 rd Floor Tampa, FL 33609 Facsimile No.: 813-676-7696 Gray Robinson, P.A. Michael J. Nolan 401 E. Jackson Street, Suite 2700

Tampa, FL 33602
Facsimile No.: 813-273-5145

Monee Four LLC
Michael H. Rose
9440 Enterprise Drive
Mokena, IL 60448
708-478-7667

Johnson and Colmar
Murray J. Lewison
2201 Waukegan Road – Suite 260
Bannockburn, IL 60015
Facsimile No.: 312-922-9283

WITH A COPY TO:

Section 17. Village Approval. The President and Board of Trustees of Village shall adopt and approve an ordinance approving of the terms and conditions of this Redevelopment Agreement and authorizing and directing the Village President to execute this Redevelopment Agreement on Village's behalf. A copy of said ordinance, certified by the Village Clerk, shall be provided to the Developer.

Section 18. Execution of this Redevelopment Agreement. This Redevelopment Agreement shall be signed last by Village and the President of the Village shall affix the date on which he signs and approves this Redevelopment Agreement on the first page hereof, which date, shall be the effective date of this Redevelopment Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Redevelopment Agreement as of the year and date first above written.

VILLAGE:
(SEAL)

**VILLAGE OF MONEE, an
Illinois Municipal Corporation**

BY: _____
Mayor

Attest:

Village Clerk

Bailly Ridge Four, LLC
a Delaware Limited Liability Company

BY: _____
Its Member

DK Bailly Ridge, LLC
a Florida Limited Liability Company

BY: _____
Its Member

Monee Four, LLC
an Illinois Limited Liability Company

BY: _____
Its Member

monee misc/redev agmt tif #6