

AGENDA FOR NOVEMBER 28, 2018 6:30PM
REGULAR MEETING OF THE MONEE VILLAGE BOARD OF TRUSTEES
VILLAGE of MONEE
Will County Illinois

PAGE 1 OF 2



****Amended****

A. Call to Order by Mayor Popp

Invocation

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

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.

Recognition: Sergeant Jamal Martin Detective Daniel DePaolo

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 11/14/2018
2. Favorable Letter of Recommendation from P&Z Re: Application of an Amendment to the Zoning Ordinance & Map, as Submitted by BSTP Midwest LLC.
3. Favorable Letter of Recommendation from P&Z Re: A Special Use Application as Submitted by BSTP Midwest LLC.
4. Bills
Item (s) Removed from the Consent Agenda

F. Clerk's Report

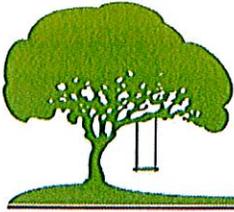
G. Mayor's Report

H. Administrator's Report

1. Board Action Request Re: TIF Payout Request-Dollar General
2. Board Action Request Re: TIF Payout Request-AP Ridgeland Avenue LLC
3. Board Action Request Re: License Agreement
4. Board Action Request Re: EMA Vehicle Purchase

I. Officials' Report

1. Public Works
2. Parks & Recreation
3. Finance
4. Economic Development
5. Building Services
6. Public Safety



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VILLAGE of MONEE
Will County Illinois

PAGE 2 OF 2



J. Attorney's Report

1. Discussion/Approval of an Ordinance Re: Transfer of Municipal Property
2. Discussion/Approval of an Ordinance Re: Authorizing the Execution of the Illinois Public Works Mutual Aid Network Agreement
3. Discussion/Approval of the First Amendment to the Redevelopment Agreement for Mae's Que House, LLC
4. Discussion/Approval of Assignment and Assumption of Redevelopment Agreement and Development Note
5. Discussion/Approval of an Ordinance Re: Authorizing the Execution of an Intergovernmental Agreement with Will County
6. Discussion/Approval of an Ordinance Re: Establishing a Lateral Hiring Procedure
7. Discussion/Approval of an Ordinance Re: Authorizing the Execution of an Intergovernmental Agreement with Crete Monee School District 201-U
8. Discussion/Approval of an Ordinance Re: Approving an Amendment to the Zoning Ordinance on Behalf of BSTP Midwest, LLC.
9. Discussion/Approval of an Ordinance Re: Approval of the Issuance of a Special Use Permit on Behalf of BSTP Midwest, LLC.

K. Old Business:

L. New Business:

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

Collective Bargaining 5 ILCS 120/2 (c) (2)

O. Adjournment:

Posted on 11/26/2018 @ 4:55pm
Doneshia CodJoe, Village Clerk



A. Call to Order by Mayor Popp @6:32pm

E-1

Invocation - Pastor David Feddes

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

C. Roll Call Present: Trustees Gonzalez, Youdris, Horne, Blue, Gray, Raczek (6)

D. OPEN TO THE PUBLIC: Agenda items only! - No one!

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 10/10/2018
2. Payroll Ending 09/29/2018
3. Payroll Ending 10/13/2018
4. Payroll Ending 10/27/2018
5. Payroll Ending 10/31/2018
6. Bills

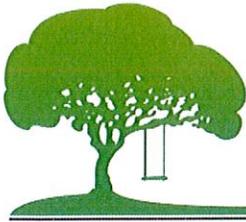
Item(s) removed from The Consent Agenda

Motion was made to approve the Consent Agenda. Trustee Blue Moved, Trustee Gray Seconded...Roll Call Vote
Ayes: Trustees Gray, Gonzalez, Horne, Raczek, Youdris, Blue (6) Nays: NONE (0) Motion Carried

F. Clerk's Report – Clerk Codjoe gave a special thank you to the volunteers who came to help with Early Voting. There were 454 Early voters which was a great turnout. Clerk Codjoe also shared that anyone interested in running for Trustee in the upcoming election can come to the Village to pick up a Candidate packet instead of having to go to the Will County Clerk's Office. Clerk Codjoe shared information about the free Thanksgiving Dinner being held and hosted by New Hope Church on Thanksgiving from 12:00pm -3:30pm.

G. Mayor's Report –

1. **Approval of a Proclamation Congratulating the Monee Railcats Baseball Team** – Motion was made to approve. Trustee Blue Moved, Trustee Raczek Seconded...Roll Call Vote Ayes: Trustees Horne, Raczek, Youdris, Blue, Gray, Gonzalez (6) Nays: NONE (0) Motion Carried
2. **Approval of a Proclamation Congratulating the Monee Maverick Lightweight Football Team** – Motion was made to approve. Trustee Raczek Moved, Trustee Blue Seconded...Roll Call Vote Ayes: Trustees Raczek, Youdris, Blue, Gray, Gonzalez, Horne (6) Nays: NONE (0) Motion Carried



3. **Approval of a Proclamation Congratulating the Monee Maverick Junior Varsity Football Team –** Motion was made to approve. Trustee Raczek Moved, Trustee Gray Seconded...Roll Call Vote Ayes: Trustees Youdris, Blue, Gray, Gonzalez, Horne, Raczek (6) Nays: NONE (0) Motion Carried
4. **Approval of a Proclamation Congratulating the Monee Maverick Varsity Football Team –** Motion was made to approve. Trustee Raczek Moved, Trustee Blue Seconded...Roll Call Vote Ayes: Trustees Blue, Gray, Gonzales, Horne, Raczek, Youdris (6) Nays: NONE (0) Motion Carried
5. **Approval of a Proclamation Congratulating the HSRD Patriots Soccer Team –** Motion was made to approve. Trustee Horne Moved, Trustee Raczek Seconded...Roll Call Vote Ayes: Trustees Gray, Gonzalez, Horne, Raczek, Youdris, Blue (6) Nays: NONE (0) Motion Carried

H. Administrator's Report

1. **Board Action Request Re: MFT Resolution for Bulk Salt Purchase –** Motion was made to approve. Trustees Blue Moved, Trustee Raczek Seconded...Roll Call Vote Ayes: Trustees Horne, Raczek, Youdris, Blue, Gray, Gonzalez (6) Nays: NONE (0) Motion Carried **Res #2018-4**
2. **Board Action Request Re: Extension Request for Mae's BBQ Redevelopment Agreement –** Motion was made to approve. Trustee Raczek Moved, Trustee Blue Seconded...Roll Call Vote Ayes: Trustees Raczek, Youdris, Blue, Gray, Gonzalez, Horne (6) Nays: NONE (0) Motion Carried
3. **Board Action Request Re: Will County & Village of Monee IGA –** Motion was made to approve. Trustee Raczek Moved, Trustee Youdris Seconded...Roll Call Vote Ayes: Trustees Youdris, Blue, Gray, Gonzalez, Horne, Raczek (6) Nays: NONE (0) Motion Carried
4. **Board Action Request Re: Building Department Vehicle Purchase –** Motion was made to approve vehicle purchase. Trustees Blue Moved, Trustee Raczek Seconded...Roll Call Vote Ayes: Trustees Blue, Gray, Gonzalez, Horne, Raczek, Youdris (6) Nays: NONE (0) Motion Carried
Motion was made to authorize the attorney to draw up an ordinance declaring the 2004 Ford Taurus as surplus property for disposal. Trustee Gonzalez Moved, Trustee Gray Seconded...Roll Call Vote Ayes: Trustees Gray, Gonzalez, Horne, Raczek, Youdris, Blue (6) Nays: NONE (0) Motion Carried
5. **Board Action Request Re: ILLINOIS Public Works Mutual Aid Network (IPWMAN) –** Motion was made to approve. Trustee Gray Moved, Trustee Raczek Seconded...Roll Call Vote Ayes: Trustees Blue, Gray, Gonzalez, Horne, Raczek, Youdris (6) Nays: NONE (0) Motion Carried
6. **Board Action Request Re: Police Lateral Hire Program –** Motion was made to approve. Trustee Raczek Moved, Trustee Youdris Seconded...Roll Call Vote Ayes: Trustees Gray, Gonzalez, Horne, Raczek, Youdris, Blue (6) Nays: NONE (0) Motion Carried
7. **Board Action Request Re: Content Management System –** Motion was made to approve. Trustee Blue Moved, Trustee Gonzalez Seconded...Roll Call Vote Ayes: Trustees Horne, Raczek, Youdris, Blue, Gray, Gonzalez (6) Nays: NONE (0) Motion Carried
8. **Board Action Request Re: Sale of Real Estate –** Motion was made to approve. Trustee Blue Moved, Trustee Raczek Seconded...Roll Call Vote Ayes: Trustees Raczek, Youdris, Blue, Gray, Gonzalez, Horne (6) Nays: NONE (0) Motion Carried

I. Officials' Report

1. **Public Works –** Trustee Gray shared that the Committee meeting for the ponds will be next Tuesday November 20th, 2018 @6:45pm.



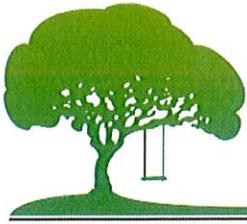
2. **Parks & Recreation** – Trustee Horne shared that there is a Senior luncheon this coming Friday 12:00pm-2:00pm for \$4.00 and the next one is Wednesday December 5th, 2018 from 12:00pm -2:00pm. Annual Christmas Tree lighting will be Saturday December 1, 2018 in front of Village Hall @ 5:30pm. Then across the street to the Monee Education Center for music, cookies, crafts and pictures with Santa. Christmas Caroling will be the following week throughout the Village on the 8th of December. If you know anyone who can use some Caroling, contact Trustee Horne. Starting this Friday, the Holiday giving program starts, collecting toys, hats, gloves and non-perishable foods in the blue bins in local businesses until December 15th. Monee Children can begin writing letters to Santa until December 14th. Make sure to include name and return address.
3. **Finance** – Trustee Blue shared that the finance committee met yesterday to go over the budget. Trustee Blue shared that we are in good shape and our expenses are below the revenue that we are generating. Copy of the budget has been sent to each Trustee. Levy must be decided and submitted by the 25th of December. Next meeting will be next Tuesday at 6:00pm and the public is welcome. Trustee Blue stated that she met with the Monee Chamber of Commerce regarding the Beautification Committee and they have Banners to place up in the poles. The Chamber may consider sponsoring the cost of the banners for the Spring/Summer season and present it to the local businesses also.
4. **Economic Development** – Trustee Youdris shared that the committee will be looking into the updating of the Transient Merchant Ordinance and if anyone has any updates or information to be considered, please let him know. Also several have asked about a Thornton's Gas Station Proposal and there is a P&Z meeting they will be looking at changing the zoning which would start the process for them to begin applying for it.
5. **Building Services** – Trustee Raczek shared that in Eagle Fair Seamus Flannigan started building a home on Falcon Ct and the BR4 Construction on Ridgeland is going great.
6. **Public Safety** – Trustee Gonzalez shared that in two months from September and October, our police department had 1,689 calls in 2018 which is up from last year. Only 170 of them had reports written. We are also online now with electronic tickets which cuts time down for officers, it's submitted to the state within 3 days and eliminates having to try to read the writing from officers. Trustee Gonzales also shared that about the age limit having been changed for purchasing and use of tobacco products to age 21.

J. Attorney's Report – No Report!

K. Old Business:

- L. **New Business: Monee Women's Club** – Happening this Saturday at the Monee Elementary School from 9:00am-1:00pm 4th Annual Vendor Fair, Blood Drive, Soles for Souls and Operation Santa drop to bring snacks and small items for Military serving in Afghanistan and on a Navy ship in an undisclosed location. Trustee Gray questioned the traffic upcoming with Amazon for the holiday and an update on traffic control. Administrator Wallace shared that Amazon has contracted with the County for them to help direct traffic and also Ridgeland Ave, BR4 project has brought in equipment to start on Ridgeland Ave with the intent to have it paved and open within the next 30-40 days.

M. Executive Session: NONE



MINUTES FOR NOVEMBER 14, 2018 6:30PM
REGULAR MEETING OF THE MONEE VILLAGE BOARD OF TRUSTEES
VILLAGE of MONEE
Will County Illinois

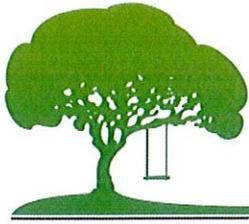


N. Adjournment- Motion Made to Adjourn Meeting @7:45pm. Trustee Raczek Moved, Trustee Blue Seconded...Roll Call Vote Ayes: Trustees Youdris, Blue, Gray, Gonzalez, Horne, Raczek (6) Nays: NONE (0) Motion Carried

Mayor Popp

Clerk Codjoe

DRAFT



VILLAGE of MONEE
Will County Illinois



E-2

Mayor
James F. Popp

Village Clerk
Doneshia Codjoe

Village Deputy Clerk
Michelle Powell

11/26/2018

Trustees
Janet Blue
Heidi Gonzalez
Bill Gray
Doug Horne
Anthony Raczek
Scott Youdris

P&Z Chair
Sheila Bartlett

Treasurer
Norbert Snow

Administrator
David Wallace

Police Chief
Scott Koerner

Public Works Superintendent
DJ Kruzel

Finance Director
Darryl Bulliner

Economic Development Director
Kevin Daly

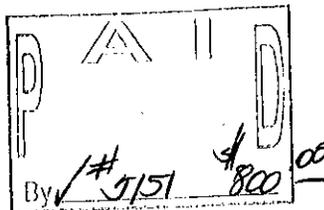
Village Hall
5130 W Court St
Monee, IL 60449
708-534-8301
708-534-6862 fax

Police Department
5357 W Main St
Monee, IL 60449
708-534-8321 records
708-534-3321 fax

A Motion was made by Finnen seconded by Bugner, to send a Favorable Recommendation to the Village Board of Trustees Re: An Application for an Amendment to the Zoning Ordinance & Map as Submitted by BSTP Midwest LLC., for the Property Located at the NE Corner of Monee-Manhattan Rd. & Ridgeland Ave.

A Vote of five (5) Ayes, None (0) Nays, two (2) Absent, was taken at the November 21, 2018 Regular Meeting.

Michelle Powell
Deputy Village Clerk



APPLICATION FOR AMENDMENT TO THE ZONING ORDINANCE AND MAP OF THE VILLAGE OF MONEE

Pursuant to the Village Zoning Code, as amended, the undersigned files this Petition for Amendment to the Zoning Ordinance and/or Zoning Map of the Village of Monee, and being first duly sworn on oath deposes and states as follows:

APPLICATION FEE \$800.00

E. ZONE FEE WAIVER (50%) \$400.00

NEW FEE \$400.00

REFUND DUE \$400.00

1. Name and Address of Owner: ~~2251~~ Orchard LLC

9440 Enterprise Drive

Tel. No. 708-478-7666

Mokena, IL 60448

2. Name and Address of Petitioner if not owner: BSTP Midwest, LLC

410 N. Michigan Avenue, Suite 850

Tel. No. 630-388-8550

Chicago, IL 60611

If title is held in a land trust, the names, addresses, and interests of all beneficiaries are as follows:

Table with 2 columns: NAME, ADDRESS. Includes three blank rows for entries.

(Add additional information on Rider if more space is needed.)

3. Name and Address of Attorney for Petitioner:

Tel. No.

4. If Petitioner is not Owner, state interest Petitioner has in property:

Contract Purchaser

5. The present Owner has owned the subject property for 2 years and ATTACHED HERETO AND MADE A PART HEREOF IS COPY OF A RECORDED DEED OR OWNERS TITLE POLICY EVIDENCING OWNERSHIP OF THE SUBJECT PROPERTY.
6. The street address of the property is: NE Corner Monee-Manhattan & Ridgeland
_____ and the tax parcel permanent index number is: 21-14-17-300-004, 21-14-17-300-009
7. The legal description of the property involved is as set forth on evidence of title referred to in Paragraph 5 above, and attached as Exhibit "A".
8. The names and addresses of all owners of parcels of land abutting on the subject property are: (Petitioner to send notice on all adjacent property owners as required by Section 11-2-7B3 of the Zoning Ordinance)

<u>NAME</u>	<u>ADDRESS</u>	<u>ZONING CLASS.</u>
_____	<u>SEE ATTACHED</u>	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

9. The present zoning classification of the subject property is: _____
M-1 Light Industrial
10. The present use of the premises is: _____
Vacant/Agricultural
11. The specific amendment of the Zoning Ordinance/Map of the Village of Monee requested by Petitioner is: _____
Amend the zoning of the subject property from M-1 Light Industrial to C-1 Commercial
12. The specific Zoning Code sections involved in the Amendment are: _____
11-2-8: Amendments
13. The specific reasons for the requested Amendment are as follows: _____
To allow for the proposed commercial development in the C-1 zoning district

14. The proposed use of the property, if the Zoning Amendment is approved,
is: Proposed convenience store, quick service restaurant, fuel center, and outlet.

15. Attached hereto is a Plat Plan or drawing indicating the location of the property
and any improvements currently existing thereon. (Need not be prepared by an
engineer unless requested by the Plan Commission.)

16. Is new construction planned for property? Yes X No

Is any remodeling planned for improvements currently on property?
Yes No X

If new construction or remodeling is planned, please supply any available plans
therefor.

Dated: 6/27/18

(Individual Owners)

Signature

Signature

(Type or Print Name)

OWNER:

(Trustee or Corporate Ownership)

Orchard 2251 LLC
(Type or Print Name)

By: Michael Rose

(Signature of Authorized Party)

Corporate or Trustee Signature

Michael H. Rose - Manager

Attest: _____

(Petitioner if not Owner)

Mike MacKinnon

SUBSCRIBED and SWORN to by the above Owners and ~~Petitioners~~ this

27th day of June, 2018.

Barbara D. Losh
Notary Public

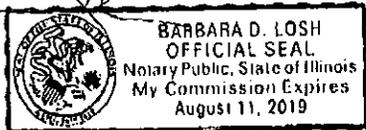


Exhibit 'A'

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 34 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF RIDGELAND AVENUE AS DEDICATED PER DOCUMENT R2004-191780 WITH THE NORTH LINE OF THE SOUTH 751.48 FEET OF SAID SOUTHWEST 1/4; THENCE SOUTH 01 DEGREES 01 MINUTES 19 SECONDS EAST ALONG SAID EAST LINE 210.91 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 23 MINUTES 18 SECONDS EAST 242.28 FEET; THENCE NORTH 65 DEGREES 05 MINUTES 02 SECONDS EAST 51.86 FEET; THENCE NORTH 77 DEGREES 34 MINUTES 43 SECONDS EAST 83.00 FEET; THENCE SOUTH 18 DEGREES 22 MINUTES 14 SECONDS EAST 68.84 FEET; THENCE SOUTH 49 DEGREES 37 MINUTES 02 SECONDS EAST 33.66 FEET; THENCE NORTH 26 DEGREES 27 MINUTES 37 SECONDS EAST 23.56 FEET; THENCE NORTH 78 DEGREES 25 MINUTES 36 SECONDS EAST 143.75 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 46 SECONDS EAST 21.49 FEET; THENCE NORTH 55 DEGREES 01 MINUTES 13 SECONDS EAST 69.14 FEET; THENCE SOUTH 63 DEGREES 12 MINUTES 43 SECONDS EAST 47.19 FEET; THENCE SOUTH 73 DEGREES 48 MINUTES 48 SECONDS EAST 154.74 FEET; THENCE NORTH 34 DEGREES 10 MINUTES 30 SECONDS EAST 26.93 FEET; THENCE NORTH 84 DEGREES 24 MINUTES 35 SECONDS EAST 71.66 FEET; THENCE SOUTH 35 DEGREES 43 MINUTES 38 SECONDS EAST 71.13 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 400.04 FEET TO THE NORTH LINE OF MONEE-MANHATTAN ROAD PER SAID DOCUMENT R2004-19178; THENCE SOUTH 88 DEGREES 56 MINUTES 38 SECONDS WEST ALONG LAST SAID NORTH LINE, 907.91 FEET; THENCE NORTH 45 DEGREES 57 MINUTES 00 SECONDS WEST 70.55 FEET TO SAID EAST LINE OF RIDGELAND AVENUE; THENCE NORTH 01 DEGREES 01 MINUTES 19 SECONDS WEST ALONG SAID EAST LINE, 415.95 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

TO BE KNOWN AS LOT 1 IN ORCHARD 2251 LLC ADDITION.

QUITCLAIM DEED

PREPARED BY:

Elizabeth O'Brien
Stahl Cowen Crowley Addis LLC
55 West Monroe Street, Suite 1200
Chicago, Illinois 60603

WHEN RECORDED
RETURN TO:

Murray J. Lewison
Johnson and Colmar
2201 Waukegan Road, Suite 260
Bannockburn, Illinois 60015

R2016001183

KAREN A. STUKEL
WILL COUNTY RECORDER
RECORDED ON
01/06/2016 2:06:58 PM
RECORDING FEES: 39.75
IL RENTAL HSNG: 9.00
CONSIDERATION: 1800000.00
WILL COUNTY TAX: 900.00
IL STATE TAX: 1800.00
PAGES: 5
LEH

(Above Space for Recorder's use only)

30003381 (Signature)

GREAT... COMPANY
...

QUITCLAIM DEED

THE GRANTOR, FirstMerit Bank, N.A., a national banking association, whose address is 501 West North Avenue, Melrose Park, Illinois 60160, for and in consideration of TEN AND 00/100 DOLLARS, and other good and valuable consideration in hand paid, RELEASES, CONVEYS and QUITCLAIMS to Orchard 2251, LLC, an Illinois limited liability company, whose address is _____, all interest in the real estate legally described on Exhibit A attached hereto, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

PINs and Common Address(es): See Exhibit A

Subject to: (a) all real estate taxes and assessments not yet due and payable, and (b) all easements, covenants, conditions, restrictions and other matters of record

Send future real estate tax bills to the Grantee at its address set forth above.

[Signatures begin on next page]

Grantee's Address & Tax Bills to:

Orchard 2251, LLC
9440 Enterprise Drive
Wokena, IL 60448

\$1,800,000.00
STATE OF ILLINOIS
STATE & COUNTY TAX
JAN.-6.16
WILL COUNTY

727027
REAL ESTATE
TRANSFER TAX
0270000
0000012027
FP 103040

105

EXHIBIT A TO QUIT-CLAIM DEED

PARCEL 1:

THE SOUTH 676.5 FEET OF THE WEST 643.9 FEET OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SECTION 17, TOWNSHIP 34 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY, ILLINOIS.

THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 17, TOWNSHIP 34 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF THE WESTERLY LIMITS OF INTERSTATE 57, RIGHT OF WAY MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST ¼ OF THE SOUTHWEST ¼; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SOUTHEAST ¼ OF THE SOUTHWEST ¼, A DISTANCE OF 677.35 FEET TO A POINT 130 FEET WESTERLY OF THE CENTER LINE OF SAID INTERSTATE 57; THENCE SOUTHWESTERLY 196.07 FEET TO A POINT 136.92 FEET WESTERLY OF THE CENTER LINE OF SAID INTERSTATE 57; THENCE SOUTHWESTERLY 199.85 FEET TO A POINT 173.30 FEET WESTERLY OF SAID CENTER LINE; THENCE SOUTHWESTERLY 220.25 FEET TO A POINT 285.19 FEET WESTERLY OF SAID CENTER LINE; THENCE SOUTHWESTERLY 459.35 FEET TO A POINT 590.91 FEET WESTERLY OF SAID CENTER LINE; THENCE SOUTHERLY 360.48 FEET TO A POINT 607.20 FEET WESTERLY OF SAID CENTER LINE AND 70 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 17; THENCE WESTERLY ALONG A LINE PARALLEL TO LAST SAID SOUTH LINE 128.28 FEET TO THE WEST LINE OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 17; THENCE NORTHERLY ALONG LAST SAID LINE, A DISTANCE OF 1,256.40 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 17, TOWNSHIP 34 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE SOUTH 8 RODS OF THE WEST 183 FEET THEREOF, AND EXCEPTING THEREFROM THE SOUTH 55 FEET OF THE WEST 442.40 FEET OF THE EAST 562.40 FEET THEREOF CONVEYED TO THE STATE OF ILLINOIS BY DOCUMENT R67-4932, AND EXCEPTING THEREFROM THE SOUTH 55 FEET OF THE EAST 120 FEET OF THE SOUTH 233 FEET TAKEN BY CONDEMNATION IN CASE W67G394H, AND EXCEPT THE EAST 120 FEET OF THE SOUTH 233 FEET THEREOF, AND EXCEPTING THEREFROM THE NORTH 13.00 FEET OF THE SOUTH 68.00 FEET OF THE WEST 93.19 FEET OF THE EAST 213.19 FEET THEREOF CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION IN DOCUMENT NO. R-2007-84732, IN WILL COUNTY, ILLINOIS.

THE EAST 18 FEET OF THE WEST 183 FEET OF THE SOUTH 8 RODS OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 17, TOWNSHIP 34 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

THAT PART OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SECTION 17, TOWNSHIP 34 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WESTERLY RIGHT OF WAY OF FEDERAL AID INTERSTATE ROUTE 57, EXCEPT THE SOUTH 676.50 FEET OF THE WEST 643.90 FEET OF THE SAID NORTH ½, IN WILL COUNTY, ILLINOIS.

THE SOUTH 8 RODS OF THE WEST 10 RODS OF THE SOUTHWEST ¼ OF SECTION 17, TOWNSHIP 34 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

[033365.0221/1528105/1]

THAT PART OF THE EAST ¼ OF THE EAST ¼ OF THE NORTHWEST ¼ OF SECTION 17, TOWNSHIP 34 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES WEST OF THE WESTERLY RIGHT OF WAY LINE OF THE FEDERAL AID INTERSTATE ROUTE 57, IN WILL COUNTY, ILLINOIS.

PIN: 14-17-300-016
14-17-300-004
14-17-100-013
14-17-300-002
14-17-300-007
14-17-300-009

COMMON ADDRESS: Approximately 124 Acres of Vacant Land at the North East Corner of Monee-Manhattan Road and Ridgeland Avenue, Monee, Illinois

PARCEL 2:

THE EAST HALF OF THE SOUTHEAST QUARTER AND ALSO THE EAST 10 ACRES OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 34 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

PIN: 14-18-400-003

COMMON ADDRESS: Approximately 90 Acres of Vacant Land at the North West Corner of Monee-Manhattan Road and Ridgeland Avenue, Monee, Illinois

{033365.0221/1528105/1}

PLAT ACT AFFIDAVIT

State of Illinois

SS.

County of Cook

Karyn Kutropis et al being duly sworn on oath, states that they resides at 120 W. Lasalle, Chicago, IL 60601 that the attached deed is not in violation of 765 ILCS 205/1 for one of the following reasons:

- 1. Said Act is not applicable as the grantors own no adjoining property to the premises described in said deed;
- OR -
the conveyance falls in one of the following exemptions as shown by Amended Act which became effective July 17, 1959.
- 2. The division or subdivision of the land into parcels or tracts of five acres or more in size which does not involve any new streets or easements of access.
- 3. The divisions of lots or blocks of less than one acre in any recorded subdivision which does not involve any new streets or easements of access.
- 4. The sale or exchange of parcels of land between owners of adjoining and contiguous land.
- 5. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easements of access.
- 6. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
- 7. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
- 8. Conveyances made to correct descriptions in prior conveyances.
- 9. The sale or exchange of parcels or tracts of land existing on the date of the amendatory Act into no more than two parts and not involving any new streets or easements of access.
- 10. The sale of a single lot of less than 5.0 acres from a larger tract when a survey is made by an Illinois registered surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land. Amended by P.A. 80-348, 1 eff. October 1, 1977.

CIRCLE THE NUMBER ABOVE WHICH IS APPLICABLE TO THE ATTACHED DEED.

Affiant further state that they makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for recording.

SUBSCRIBED and SWORN to before me

this 20th day of December, 2015
Danielle C. Tencza



**ZONING AMENDMENT
ADJACENT PROPERTY OWNERS**

PIN - 21-14-18-400-003-0000
Orchard 2251 LLC
9440 Enterprise Drive
Mokena, IL 60448
Zoning - **M1**

PIN - 21-14-17-300-004-0000
Orchard 2251 LLC
9440 Enterprise Drive
Mokena, IL 60448
Zoning - **M1**

PIN - 21-14-17-300-016-0000
Orchard 2251 LLC
9440 Enterprise Drive
Mokena, IL 60448
Zoning - **M1**

PIN - 21-14-17-300-002-0000
Orchard 2251 LLC
9440 Enterprise Drive
Mokena, IL 60448
Zoning - **M1**

PIN - 21-14-17-300-007-0000
Orchard 2251 LLC
9440 Enterprise Drive
Mokena, IL 60448
Zoning - **C1**

PIN - 21-14-17-300-013-0000
ROYAL MEDCL TECHL CONSLNT INC
6212 W. Monee-Manhattan Road
Monee, IL 60449
Zoning - **C1**

PIN - 21-14-19-201-005-0010

RELP Bailly LLC
% USAA Real Estate Company
9830 Colonnade Blvd., Suite 600
San Antonio, TX 78230
Zoning - M1

PIN - 21-14-20-100-004-0000
QUANSTROM-ROSE LLC
% Michael H Rose
9440 Enterprise Drive
Mokena, IL 60448
Zoning - M1

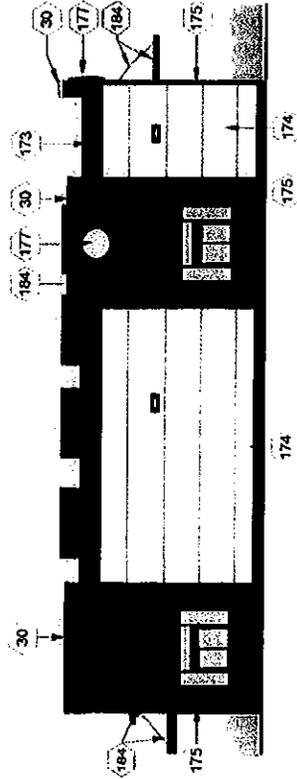
PIN - 21-14-20-100-024-0000
KLUCK JERRY TR 2907
% Rita Suehl Kluck
303 N. Jefferson Avenue
West Jefferson, NC 28694
Zoning - C1

KEYNOTES

- 30 PREFINISHED METAL COPING.
- 51 THORNTONS SIGNAGE BY OTHERS.
- 61 ROOF ACCESS LADDER SYSTEM - PAINTED: BLACK; CONTRACTOR FURNISHED, CONTRACTOR INSTALLED.
- 100 NICHHA DESIGNER SERIES - STYLE: ILLUMINATION, COLOR: PANTONE RED PMS 186 RED, OWNER FURNISHED, CONTRACTOR INSTALLED.
- 101 NICHHA BRICK SERIES - STYLE: PLYMOUTHBRICK, COLOR: CRIMSON, OWNER FURNISHED, CONTRACTOR INSTALLED.
- 103 NICHHA KURASTONE SERIES - STYLE: STACKSTONE, COLOR: DESERT, OWNER FURNISHED, CONTRACTOR INSTALLED.
- 104 NICHHA FLASHING AT WATER TABLE AND BOTTOM EDGE OF LOWER WALL PANELS, TYP. ENTIRE PERIMETER, CONTRACTOR FURNISHED, CONTRACTOR INSTALLED.
- 105 NICHHA SILL-CHISELED SYSTEM - COLOR: MATCH KURASTONE; CONTRACTOR FURNISHED, CONTRACTOR INSTALLED.
- 107 TRELIS (CANOPY) - COLOR: BLACK; OWNER FURNISHED AND OWNER INSTALLED. GC TO PROVIDE BLOCKING AS REQUIRED.

KEYNOTES

- 110 PREFINISHED SEAMLESS METAL DOWNSPOUT SYSTEM, SUPPLY MATCHING RECEIVING BOOT FOR TRANSITION TO UNDERGROUND STORM DRAINAGE - COLOR: BLACK; CONTRACTOR FURNISHED, CONTRACTOR INSTALLED.
- 111 PREFINISHED METAL COPING - COLOR: BLACK; CONTRACTOR FURNISHED, CONTRACTOR INSTALLED.
- 116 EXTERIOR LIGHT FIXTURE - REFER TO ELECTRICAL DRAWINGS.
- 126 PREFINISHED METAL SCUPPER BOX ASSEMBLY, REFER TO ROOF DETAIL.
- 173 EXTERIOR LED ILLUMINATED LIGHT BAND, TENANT FURNISHED AND INSTALLED.
- 174 EXTERIOR INSULATION FINISH SYSTEM (E.F.I.S.)
- 175 EXTERIOR INSULATION FINISH SYSTEM (E.F.I.S.)
- 177 PREFINISHED METAL PANEL
- 184 SIGNAGE, TENANT FURNISHED AND INSTALLED.
- AWNINGS WITH SUPPORT RODS AND BRACKETS, TENANT FURNISHED AND INSTALLED. COORDINATE SUPPORT BLOCKING LOCATIONS WITH AWNING VENDOR.



LEFT ELEVATION

SCALE: 3/32" = 1'-0"



RIGHT ELEVATION

SCALE: 3/32" = 1'-0"

ORCHARD 2251 LLC SECOND ADDITION

OF PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 24 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WELLS COUNTY, ILLINOIS

STATE OF ILLINOIS
DEPARTMENT OF REVENUE
JANUARY 1, 2014

MEMORANDUM
STATE OF ILLINOIS
COUNTY OF WELLS, ILL.
TO: THE COMMISSIONER OF REVENUE
FROM: [Name]
SUBJECT: [Subject]

MEMORANDUM
STATE OF ILLINOIS
COUNTY OF WELLS, ILL.
TO: THE COMMISSIONER OF REVENUE
FROM: [Name]
SUBJECT: [Subject]

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TO: THE COMMISSIONER OF REVENUE
FROM: [Name]
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STATE OF ILLINOIS
COUNTY OF WELLS, ILL.
TO: THE COMMISSIONER OF REVENUE
FROM: [Name]
SUBJECT: [Subject]

MEMORANDUM
STATE OF ILLINOIS
COUNTY OF WELLS, ILL.
TO: THE COMMISSIONER OF REVENUE
FROM: [Name]
SUBJECT: [Subject]

MEMORANDUM
STATE OF ILLINOIS
COUNTY OF WELLS, ILL.
TO: THE COMMISSIONER OF REVENUE
FROM: [Name]
SUBJECT: [Subject]

MEMORANDUM
STATE OF ILLINOIS
COUNTY OF WELLS, ILL.
TO: THE COMMISSIONER OF REVENUE
FROM: [Name]
SUBJECT: [Subject]

MEMORANDUM
STATE OF ILLINOIS
COUNTY OF WELLS, ILL.
TO: THE COMMISSIONER OF REVENUE
FROM: [Name]
SUBJECT: [Subject]

MEMORANDUM
STATE OF ILLINOIS
COUNTY OF WELLS, ILL.
TO: THE COMMISSIONER OF REVENUE
FROM: [Name]
SUBJECT: [Subject]

MEMORANDUM
STATE OF ILLINOIS
COUNTY OF WELLS, ILL.
TO: THE COMMISSIONER OF REVENUE
FROM: [Name]
SUBJECT: [Subject]

MEMORANDUM
STATE OF ILLINOIS
COUNTY OF WELLS, ILL.
TO: THE COMMISSIONER OF REVENUE
FROM: [Name]
SUBJECT: [Subject]

FOR REVIEW
PURPOSES ONLY



STATE OF ILLINOIS
DEPARTMENT OF REVENUE
JANUARY 1, 2014



VILLAGE of MONEE
Will County Illinois



E-3

Mayor

James F. Popp

Village Clerk

Doneshia Codjoe

Village Deputy Clerk

Michelle Powell

11/26/2018

Trustees

Janet Blue

Heidi Gonzalez

Bill Gray

Doug Horne

Anthony Raczek

Scott Youdris

A Motion was made by Bugner, seconded by Finnen, to send a Recommendation to the Village Board of Trustees Re: An Application for a Special Use as Submitted by BSTP Midwest LLC. for the Property Located at the NE Corner of Monee- Manhattan Rd. & Ridgeland Ave.

P&Z Chair

Sheila Bartlett

Treasurer

Norbert Snow

A Vote of five (5) Ayes, None (0) Nays, two (2) Absent, was taken at the November 21, 2018 Regular Meeting.

Administrator

David Wallace

Police Chief

Scott Koerner

Public Works Superintendent

DJ Kruzel

Finance Director

Darryl Bulliner

Economic Development Director

Kevin Daly

Michelle Powell

Deputy Village Clerk

Village Hall

5130 W Court St

Monee, IL 60449

708-534-8301

708-534-6862 fax

Police Department

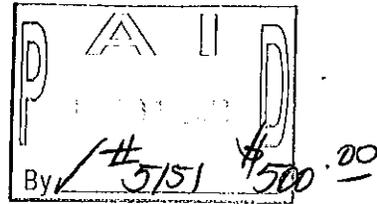
5357 W Main St

Monee, IL 60449

708-534-8321 records

708-534-3321 fax

VILLAGE OF MONEE, ILLINOIS
APPLICATION FOR
SPECIAL USE PERMIT



FEE - 550.00
 ENTERPRISE (275.00)
 ZONE FEE
 WAIVER (50%)
~~A FEE~~ ~~AMOUNT~~ \$275.00

To: President and Board of Trustees
 Village of Monee
 5130 W. Court St.
 Monee, IL 60449

Pursuant to the Village Ordinance, the undersigned files this Application for a Special Use Permit pursuant to the provisions of the Zoning Ordinances of the Village of Monee, as amended, and being first duly sworn on oath, deposes and states as follows:

REFUND DUE \$225.00

1. Name and Address of Owner 2251 Orchard, LLC
9440 Enterprise Drive
 Telephone # 708-478-7666 Mokena, IL 60448

2. Name and Address of Applicant BSTP Midwest, LLC
 If not Owner: 410 N. Michigan Avenue, Suite 850
 Telephone # 630-388-8550 Chicago, IL 60611

If title is held in a land trust, the names, addresses, and interests of all beneficiaries are as follows:

<u>Name</u>	<u>Address</u>	<u>%</u>

(Add additional information on Rider if more space is needed)

3. Name and Address of Attorney of Applicant: _____
 Telephone # _____
4. If Applicant is not the Owner, state interest that the Applicant has in the property:
Contract Purchaser
5. The present Owner has owned the subject property for 2 years.
 ATTACHED HERETO AND MADE A PART HEREOF IS A COPY OF A RECORDED DEED OR OWNERS TITLE EVIDENCING OWNERSHIP OF THE SUBJECT PROPERTY.
6. The street address of the property is: NE Corner Monee-Manhattan & Ridgeleand
 The tax parcel permanent index number is: 21-14-17-300-004, 21-14-17-300-009
7. The legal description of the property involved is as set forth on evidence of title referred to in Paragraph 5 above, and attached as Exhibit "A".
8. The present zoning classification of the subject property is: M-1 Light Industrial
9. The present use of the premise is:
Vacant/Agricultural
10. Set forth specifically the nature of the special use permit requested and the Zoning Code Section involved:
Per 11-8A-2-B of the Monee Village Code, Automobile Service Stations may be allowed
by special use permit.
Per 11-8A-2-B of the Monee Village Code, Drive-in Type Restaurants may be allowed
by special use permit.
11. State in detail the reason for the request: To allow for the development of the
convenience store, quick service restaurant with drive thru, fuel center, and outlot.

13. State the proposed use of the premises if special use is granted:

Convenience store, quick service restaurant, fuel center, and outlot.

14. Attached hereto is a Plat Plan or accurate drawing indicating the location of the property and any improvements currently existing thereon, showing dimensions and square footage of the parcel of real estate and any improvements. (Need not be prepared by an engineer unless requested by the Village.)

15. Is new construction planned for the property? YES X NO _____
Is any remodeling planned for improvements currently on the property?
YES _____ NO X if new construction or remodeling is planned,
please supply any available plans thereof.

Dated: 6/27/18

(Individual Owners)

Signature

Signature

Type/Print Name

OWNER:
(Trustee/Corporate Ownership)

Orchard 2251 LLC
Type/Print Name

Michael Rose
Signature of Authorized Party

Corporate/Trustee Signature
Michael H. Rose - Manager

Attest: _____

(Applicant if not Owner)

Mike MacKinnon

SUBSCRIBED and SWORN TO BY THE ABOVE owners and applicant this 27th
Day of June, 2018.

Barbara D. Losh
Notary Public

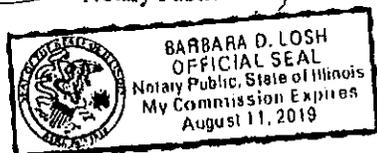


Exhibit 'A'

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 34 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF RIDGELAND AVENUE AS DEDICATED PER DOCUMENT R2004-191780 WITH THE NORTH LINE OF THE SOUTH 751.48 FEET OF SAID SOUTHWEST 1/4; THENCE SOUTH 01 DEGREES 01 MINUTES 19 SECONDS EAST ALONG SAID EAST LINE 210.91 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 23 MINUTES 18 SECONDS EAST 242.28 FEET; THENCE NORTH 65 DEGREES 05 MINUTES 02 SECONDS EAST 51.86 FEET; THENCE NORTH 77 DEGREES 34 MINUTES 43 SECONDS EAST 83.00 FEET; THENCE SOUTH 18 DEGREES 22 MINUTES 14 SECONDS EAST 68.84 FEET; THENCE SOUTH 49 DEGREES 37 MINUTES 02 SECONDS EAST 33.66 FEET; THENCE NORTH 26 DEGREES 27 MINUTES 37 SECONDS EAST 23.56 FEET; THENCE NORTH 78 DEGREES 25 MINUTES 36 SECONDS EAST 143.75 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 46 SECONDS EAST 21.49 FEET; THENCE NORTH 55 DEGREES 01 MINUTES 13 SECONDS EAST 69.14 FEET; THENCE SOUTH 63 DEGREES 12 MINUTES 43 SECONDS EAST 47.19 FEET; THENCE SOUTH 73 DEGREES 48 MINUTES 48 SECONDS EAST 154.74 FEET; THENCE NORTH 34 DEGREES 10 MINUTES 30 SECONDS EAST 26.93 FEET; THENCE NORTH 84 DEGREES 24 MINUTES 35 SECONDS EAST 71.66 FEET; THENCE SOUTH 35 DEGREES 43 MINUTES 38 SECONDS EAST 71.13 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 400.04 FEET TO THE NORTH LINE OF MONEE-MANHATTAN ROAD PER SAID DOCUMENT R2004-19178; THENCE SOUTH 88 DEGREES 56 MINUTES 38 SECONDS WEST ALONG LAST SAID NORTH LINE, 907.91 FEET; THENCE NORTH 45 DEGREES 57 MINUTES 00 SECONDS WEST 70.55 FEET TO SAID EAST LINE OF RIDGELAND AVENUE; THENCE NORTH 01 DEGREES 01 MINUTES 19 SECONDS WEST ALONG SAID EAST LINE, 415.95 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

TO BE KNOWN AS LOT 1 IN ORCHARD 2251 LLC ADDITION.

R2016001183

KAREN A. STUKEL
WILL COUNTY RECORDER
RECORDED ON

01/06/2016 2:06:58 PM

RECORDING FEES: 39.75

IL RENTAL HSN: 9.00

CONSIDERATION: 1800000.00

WILL COUNTY TAX: 900.00

IL STATE TAX: 1800.00

PAGES: 5

LEH

QUITCLAIM DEED

PREPARED BY:

Elizabeth O'Brien
Stahl Cowen Crowley Addis LLC
55 West Monroe Street, Suite 1200
Chicago, Illinois 60603

WHEN RECORDED
RETURN TO:

Murray J. Lewison
Johnson and Colmar
2201 Waukegan Road, Suite 260
Bannockburn, Illinois 60015

(Above Space for Recorder's use only)

30003381 (Signature)

GREAT BAY COMPANY
30003381
Waukegan, IL 60015

QUITCLAIM DEED

THE GRANTOR, FirstMerit Bank, N.A., a national banking association, whose address is 501 West North Avenue, Melrose Park, Illinois 60160, for and in consideration of TEN AND 00/100 DOLLARS, and other good and valuable consideration in hand paid, RELEASES, CONVEYS and QUITCLAIMS to Orchard 2251, LLC, an Illinois limited liability company, whose address is _____, all interest in the real estate legally described on Exhibit A attached hereto, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

PINs and Common Address(es): See Exhibit A

Subject to: (a) all real estate taxes and assessments not yet due and payable, and (b) all easements, covenants, conditions, restrictions and other matters of record

Send future real estate tax bills to the Grantee at its address set forth above.

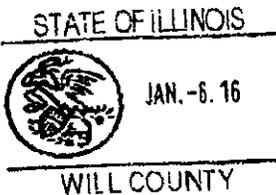
[Signatures begin on next page]

\$1,800,000.00

Grantee's Address & Tax Bills to:

Orchard 2251, LLC
9440 Enterprise Drive
Mokena, IL 60448

STATE & COUNTY TAX



000072047

REAL ESTATE TRANSFER TAX
0270000
FP 103040

(Handwritten mark)

1105

EXHIBIT A TO QUIT-CLAIM DEED

PARCEL 1:

THE SOUTH 676.5 FEET OF THE WEST 643.9 FEET OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SECTION 17, TOWNSHIP 34 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY, ILLINOIS.

THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 17, TOWNSHIP 34 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF THE WESTERLY LIMITS OF INTERSTATE 57, RIGHT OF WAY MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST ¼ OF THE SOUTHWEST ¼; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SOUTHEAST ¼ OF THE SOUTHWEST ¼, A DISTANCE OF 677.35 FEET TO A POINT 130 FEET WESTERLY OF THE CENTER LINE OF SAID INTERSTATE 57; THENCE SOUTHWESTERLY 196.07 FEET TO A POINT 136.92 FEET WESTERLY OF THE CENTER LINE OF SAID INTERSTATE 57; THENCE SOUTHWESTERLY 199.85 FEET TO A POINT 173.30 FEET WESTERLY OF SAID CENTER LINE; THENCE SOUTHWESTERLY 220.25 FEET TO A POINT 285.19 FEET WESTERLY OF SAID CENTER LINE; THENCE SOUTHWESTERLY 459.35 FEET TO A POINT 590.91 FEET WESTERLY OF SAID CENTER LINE; THENCE SOUTHERLY 360.48 FEET TO A POINT 607.20 FEET WESTERLY OF SAID CENTER LINE AND 70 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 17; THENCE WESTERLY ALONG A LINE PARALLEL TO LAST SAID SOUTH LINE 128.28 FEET TO THE WEST LINE OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 17; THENCE NORTHERLY ALONG LAST SAID LINE, A DISTANCE OF 1,256.40 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 17, TOWNSHIP 34 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE SOUTH 8 RODS OF THE WEST 183 FEET THEREOF, AND EXCEPTING THEREFROM THE SOUTH 55 FEET OF THE WEST 442.40 FEET OF THE EAST 562.40 FEET THEREOF CONVEYED TO THE STATE OF ILLINOIS BY DOCUMENT R67-4932, AND EXCEPTING THEREFROM THE SOUTH 55 FEET OF THE EAST 120 FEET OF THE SOUTH 233 FEET TAKEN BY CONDEMNATION IN CASE W67G394H, AND EXCEPT THE EAST 120 FEET OF THE SOUTH 233 FEET THEREOF, AND EXCEPTING THEREFROM THE NORTH 13.00 FEET OF THE SOUTH 68.00 FEET OF THE WEST 93.19 FEET OF THE EAST 213.19 FEET THEREOF CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION IN DOCUMENT NO. R-2007-84732, IN WILL COUNTY, ILLINOIS.

THE EAST 18 FEET OF THE WEST 183 FEET OF THE SOUTH 8 RODS OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 17, TOWNSHIP 34 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

THAT PART OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SECTION 17, TOWNSHIP 34 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WESTERLY RIGHT OF WAY OF FEDERAL AID INTERSTATE ROUTE 57, EXCEPT THE SOUTH 676.50 FEET OF THE WEST 643.90 FEET OF THE SAID NORTH ½, IN WILL COUNTY, ILLINOIS.

THE SOUTH 8 RODS OF THE WEST 10 RODS OF THE SOUTHWEST ¼ OF SECTION 17, TOWNSHIP 34 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

[033365.0221/1528105/1]

THAT PART OF THE EAST ¼ OF THE EAST ¼ OF THE NORTHWEST ¼ OF SECTION 17,
TOWNSHIP 34 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES
WEST OF THE WESTERLY RIGHT OF WAY LINE OF THE FEDERAL AID INTERSTATE ROUTE
57, IN WILL COUNTY, ILLINOIS.

PIN: 14-17-300-016
14-17-300-004
14-17-100-013
14-17-300-002
14-17-300-007
14-17-300-009

COMMON ADDRESS: Approximately 124 Acres of Vacant Land at the North East Corner
of Monee-Manhattan Road and Ridgeland Avenue, Monee, Illinois

PARCEL 2:

THE EAST HALF OF THE SOUTHEAST QUARTER AND ALSO THE EAST 10 ACRES OF THE
WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 34 NORTH, RANGE
13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

PIN: 14-18-400-003

COMMON ADDRESS: Approximately 90 Acres of Vacant Land at the North West Corner
of Monee-Manhattan Road and Ridgeland Avenue, Monee, Illinois

[033365.0221/1528105/1]

PLAT ACT AFFIDAVIT

State of Illinois

County of Cook } SS.

Karen Kutropis c/o ATT being duly sworn on oath, states that they resides at 120 N. LaSalle, Chicago, IL 60602 that the attached deed is not in violation of 765 ILCS 205/1 for one of the following reasons:

- 1. Said Act is not applicable as the grantors own no adjoining property to the premises described in said deed;
- OR -
the conveyance falls in one of the following exemptions as shown by Amended Act which became effective July 17, 1959.
- 2. The division or subdivision of the land into parcels or tracts of five acres or more in size which does not involve any new streets or easements of access.
- 3. The divisions of lots or blocks of less than one acre in any recorded subdivision which does not involve any new streets or easements of access.
- 4. The sale or exchange of parcels of land between owners of adjoining and contiguous land.
- 5. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easements of access.
- 6. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
- 7. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
- 8. Conveyances made to correct descriptions in prior conveyances.
- 9. The sale or exchange of parcels or tracts of land existing on the date of the amendatory Act into no more than two parts and not involving any new streets or easements of access.
- 10. The sale of a single lot of less than 5.0 acres from a larger tract when a survey is made by an Illinois registered surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land. Amended by P.A. 80-318, 1 eff. October 1, 1977.

CIRCLE THE NUMBER ABOVE WHICH IS APPLICABLE TO THE ATTACHED DEED.

Affiant further state that they makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for recording.

SUBSCRIBED and SWORN to before me
this 24th day of December, 2015
Danielle C. Tencza



**SPECIAL USE PERMIT
ADJACENT PROPERTY OWNERS**

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Orchard 2251 LLC
9440 Enterprise Drive
Mokena, IL 60448
Zoning - *M1*

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Zoning - *M1*

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Orchard 2251 LLC
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Zoning - *M1*

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Orchard 2251 LLC
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% USAA Real Estate Company
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Zoning - M1

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QUANSTROM-ROSE LLC
% Michael H Rose
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Zoning - M1

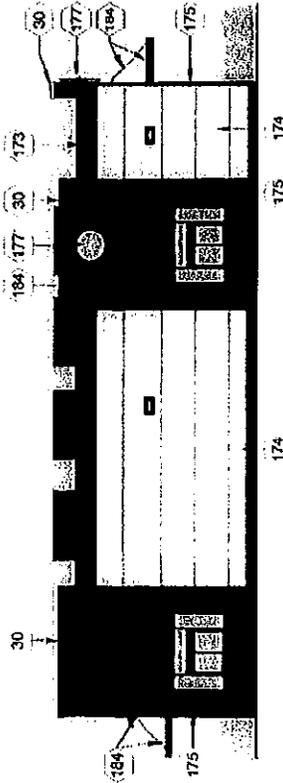
PIN - 21-14-20-100-024-0000
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% Rita Suell Kluck
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West Jefferson, NC 28694
Zoning - C1

KEYNOTES

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- 51 THORNTONS SIGNAGE BY OTHERS.
- 61 ROOF ACCESS LADDER SYSTEM - PAINTED: BLACK; CONTRACTOR FURNISHED, CONTRACTOR INSTALLED.
- 100 NICHIBA DESIGNER SERIES - STYLE: ILLUMINATION, COLOR: PANTONE RED
- 101 NICHIBA BRICK SERIES - STYLE: PLYMOUTHBRICK, COLOR, GRIMSON, OWNER FURNISHED, CONTRACTOR INSTALLED.
- 103 NICHIBA KURASTONE SERIES - STYLE: STACKSTONE, COLOR: DESERT, OWNER FURNISHED, CONTRACTOR INSTALLED.
- 104 NICHIBA FLASHING AT WATER TABLE AND BOTTOM EDGE OF LOWER WALL PANELS, TYP ENTIRE PERIMETER, CONTRACTOR FURNISHED, CONTRACTOR INSTALLED.
- 105 NICHIBA SILL-CHISELED SYSTEM - COLOR: MATCH KURASTONE; CONTRACTOR FURNISHED, CONTRACTOR INSTALLED.
- 107 TRELIS (CANOPY) - COLOR: BLACK; OWNER FURNISHED AND OWNER INSTALLED. GC TO PROVIDE BLOCKING AS REQUIRED.

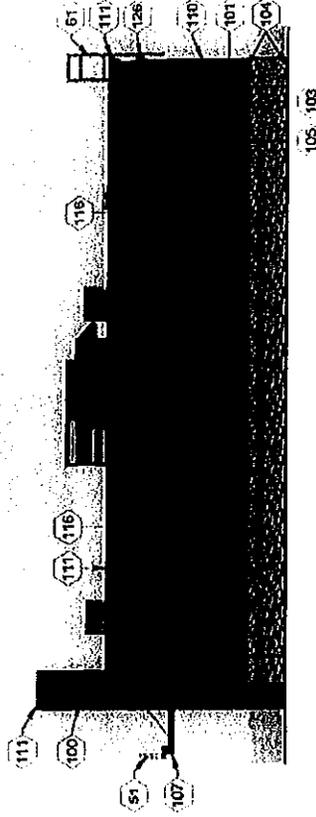
KEYNOTES

- 110 PREFINISHED SEAMLESS METAL DOWNSPOUT SYSTEM, SUPPLY MATCHING RECEIVING BOOT FOR TRANSITION TO UNDERGROUND STORM DRAINAGE - COLOR: BLACK; CONTRACTOR FURNISHED, CONTRACTOR INSTALLED.
- 111 PREFINISHED METAL COPING - COLOR: BLACK; CONTRACTOR FURNISHED, CONTRACTOR INSTALLED.
- 116 EXTERIOR LIGHT FIXTURE - REFER TO ELECTRICAL DRAWINGS.
- 128 PREFINISHED METAL SCUPPER BOX ASSEMBLY, REFER TO ROOF DETAIL
- 173 EXTERIOR LED ILLUMINATED LIGHT BAND, TENANT FURNISHED AND INSTALLED.
- 174 EXTERIOR INSULATION FINISH SYSTEM (E.F.I.S.)
- 175 EXTERIOR INSULATION FINISH SYSTEM (E.F.I.S.)
- 176 PREFINISHED METAL PANEL
- 177 SIGNAGE, TENANT FURNISHED AND INSTALLED
- 184 AWNINGS WITH SUPPORT RODS AND BRACKETS, TENANT FURNISHED AND INSTALLED. COORDINATE SUPPORT BLOCKING LOCATIONS WITH AWNING VENDOR.



LEFT ELEVATION

SCALE: 3/32" = 1'-0"



RIGHT ELEVATION

SCALE: 3/32" = 1'-0"

E-4

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 CHICAGO SOUTHLAND OCTOBER 2018	01-00-938	HOTEL TAX FOR OCTOBER 2018	2145.00	2145.00
01 CINTAS CORPORATION #319			301.51	
319488964	08-00-664	UNIFORMS		45.99
319488964	02-00-664	UNIFORMS		48.99
319488964	01-22-511	P.B. CLEANING		56.13
319488964	01-22-514	DPW CLEANING		68.86
319488964	01-22-512	V.H. CLEANING		37.88
5012181071	01-22-512	DPW FIRST AID		43.66
01 ETP LABS INC 18-133470	08-00-659	LAB FEES	88.00	88.00
01 ILLINOIS FIRE & POLICE EQUIP.			11525.00	
29449	01-21-653	PD EQUIP		203.00
29458	01-21-653	PD EQUIP		234.50
29462	01-21-833	PD EQUIP		11087.50
01 JAMAL MARTIN 11/20/18	01-21-929	PARKING REIMBURSEMENT	20.00	20.00
01 JONES PARTS & SERVICE INC. 06-4406785	08-00-520	TRUCK 13	28.40	28.40
01 NICOR GAS			895.01	
0529 6-11/12/18	08-00-576	25944 DERBY DR.		29.37
1000 4-11/12/18	02-00-576	5144 W. COURT ST		66.50
1000 6-11/12/18	08-00-576	5703 COURT ST.PUMP HOUSE WELL 4		101.07
1000 7-11/12/18	01-00-576	V.H.		129.40
1000 8-11/12/18	08-00-576	PUMP HOUSE, WELL 3		39.12
1806 3-11/12/18	01-70-576	5162 W. COURT ST. PARK BUILDING		108.30
1899 8-11/12/18	08-00-576	STORM WATER GAS GENERATOR		33.09
6691 6-11/12/18	08-00-576	25530 CLEVELAND DR. DPW 2		61.56
6900 3-11/12/18	02-00-576	6025 INDUSTRIAL DR. DPW 3		326.60
01 RWK IT SERVICES 5259	01-21-585	BILLING FOR NOVEMBER 2018	447.03	447.03
01 RYDIN DECAL 351601	01-00-554	2019 BUSINESS LICENSE	502.81	502.81
01 SHANNON KRUZEL 11/20/18	01-61-551	BUILDING DEPT. POSTAGE	6.70	6.70
01 TAMI TREADWELL 11/20/18	08-00-215	WATER DEPOSIT REFUND	77.76	77.76
01 TRIBUNE MEDIA GROUP 002293205000	01-00-673	ZONING & SPECIAL USE. PUBLICATION	167.90	167.90
01 RANDY ULASKAS 11/19/18	05-00-830	EMA EQUIP	189.93	189.93
01 WALTON OFFICE SUPPLY 306391-0	08-00-651	DPW OFFICE SUPPLIES	238.88	238.88
01 WEX BANK 56438753	01-21-655	FUEL	68.27	68.27
** TOTAL CHECKS TO BE ISSUED			16702.20	

SYS DATE:11/26/18

Village of Monee
A / P W A R R A N T L I S T
REGISTER # 797
Monday November 26, 2018

SYS TIME:12:38
[NW1]

DATE: 11/26/18

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FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
CORPORATE FUND			15326.94	
ROAD & BRIDGE			442.09	
EMA			189.93	
WATER & SEWER			743.24	
*** GRAND TOTAL ***			16702.20	
TOTAL FOR REGULAR CHECKS:			16,702.20	

SYS DATE: 11/16/18

Village of Monee
VENDOR INVOICE REGISTER
REGISTER # 199
Friday November 16, 2018

SYS TIME: 15:40
[NR1WIN]
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TERM DATE: 11/16/18

INVOICE #	VEND #	NAME	REFERENCE	TR CODE	TR DATE	DATE DUE	AMOUNT
7758831323387	ADVAP	ADVANCE AUTO PARTS		BI	11/09/18	12/08/18	124.07
			SEQ G/L ACCT		DESCRIPTION	DEBIT	CREDIT
			1		INVOICE AMOUNT		124.07
			2 02-00-520		TRUCK 12 FUEL FIL	124.07	
						-----	-----
						124.07	124.07
079738	AFLAC	AFLAC		BI	11/08/18	11/23/18	2579.18
			SEQ G/L ACCT		DESCRIPTION	DEBIT	CREDIT
			1		INVOICE AMOUNT		2579.18
			2 01-00-224		EMPLOYEE INSURANC	2579.18	
						-----	-----
						2579.18	2579.18
67137	ANCEL	ANCEL GLINK DIAMOND		BI	11/12/18	12/11/18	450.00
			SEQ G/L ACCT		DESCRIPTION	DEBIT	CREDIT
			1		INVOICE AMOUNT		450.00
			2 01-00-583		LEGAL SERVICES	450.00	
						-----	-----
						450.00	450.00
7X11082018	ATTMO	AT&T MOBILITY		BI	10/31/18	11/23/18	779.52
			SEQ G/L ACCT		DESCRIPTION	DEBIT	CREDIT
			1		INVOICE AMOUNT		779.52
			2 01-21-552		PD/EMA PHONES	779.52	
						-----	-----
						779.52	779.52
11/10/18	BETHA	BETHANY ABBOTT		BI	11/10/18	12/09/18	105.00
			SEQ G/L ACCT		DESCRIPTION	DEBIT	CREDIT
			1		INVOICE AMOUNT		105.00
			2 01-70-525		COOKING CLASS	105.00	
						-----	-----
						105.00	105.00
40661200	CARRO	CARROT-TOP INDUSTRIES, INC.		BI	11/14/18	12/13/18	1665.24
			SEQ G/L ACCT		DESCRIPTION	DEBIT	CREDIT
			1		INVOICE AMOUNT		1665.24
			2 01-22-538		HOLIDAY BANNERS	1665.24	
						-----	-----
						1665.24	1665.24
11/10/18	CCALL	CHRISTINE CALLARD		BI	11/10/18	12/09/18	20.00
			SEQ G/L ACCT		DESCRIPTION	DEBIT	CREDIT
			1		INVOICE AMOUNT		20.00
			2 01-70-525		ZUMBA	20.00	
						-----	-----
						20.00	20.00

SYS DATE: 11/16/18

Village of Monee
VENDOR INVOICE REGISTER
REGISTER # 199
Friday November 16, 2018

SYS TIME: 15:40
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TERM DATE: 11/16/18

INVOICE #	VEND #	NAME	REFERENCE	TR CODE	TR DATE	DATE DUE	AMOUNT
319488537	CINTS	CINTAS CORPORATION #319		BI	11/16/18	12/10/18	284.76
			SEQ G/L ACCT		DESCRIPTION	DEBIT	CREDIT
			1		INVOICE AMOUNT	284.76	284.76
			2 01-22-513		PD CLEANING	284.76	
						-----	-----
						284.76	284.76
5012181070	CINTS	CINTAS CORPORATION #319		BI	11/14/18	12/13/18	117.38
			SEQ G/L ACCT		DESCRIPTION	DEBIT	CREDIT
			1		INVOICE AMOUNT	117.38	117.38
			2 01-22-516		PARK BUILDING. FI	117.38	
						-----	-----
						117.38	117.38
5012181072	CINTS	CINTAS CORPORATION #319		BI	11/14/18	12/13/18	18.50
			SEQ G/L ACCT		DESCRIPTION	DEBIT	CREDIT
			1		INVOICE AMOUNT	18.50	18.50
			2 01-22-512		V.H. FIRST AID	18.50	
						-----	-----
						18.50	18.50
006316-11/01/18	COMCA	COMCAST CABLE		BI	11/01/18	11/29/18	124.85
			SEQ G/L ACCT		DESCRIPTION	DEBIT	CREDIT
			1		INVOICE AMOUNT	124.85	124.85
			2 01-21-552		PD INTERNET	124.85	
						-----	-----
						124.85	124.85
33904-11/04/18	COMCA	COMCAST CABLE		BI	11/04/18	12/02/18	149.85
			SEQ G/L ACCT		DESCRIPTION	DEBIT	CREDIT
			1		INVOICE AMOUNT	149.85	149.85
			2 01-70-552		PARK BUILDING INT	149.85	
						-----	-----
						149.85	149.85
30093-11/09/18	COMED	COMED		BI	11/09/18	01/11/19	1853.27
			SEQ G/L ACCT		DESCRIPTION	DEBIT	CREDIT
			1		INVOICE AMOUNT	1853.27	1853.27
			2 02-00-577		TRAFFIC LIGHTS 1.	1853.27	
						-----	-----
						1853.27	1853.27
33646	DEPES	DEPENDABLE PEST CONTROL		BI	11/08/18	12/07/18	60.00
			SEQ G/L ACCT		DESCRIPTION	DEBIT	CREDIT
			1		INVOICE AMOUNT	60.00	60.00
			2 01-22-513		PD BUILDING MAINT	60.00	
						-----	-----
						60.00	60.00

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Village of Monee
VENDOR INVOICE REGISTER
REGISTER # 199
Friday November 16, 2018

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TERM DATE: 11/16/18

INVOICE #	VEND #	NAME	REFERENCE	TR CODE	TR DATE	DATE DUE	AMOUNT
6-362-18237	FEDEX	FEDEX		BI	11/07/18	11/22/18	74.40
			SEQ G/L ACCT		DESCRIPTION	DEBIT	CREDIT
			1		INVOICE AMOUNT		74.40
			2 01-21-551		PD POSTAGE	74.40	
						-----	-----
						74.40	74.40
11/10/18	WASHG	GLOVER WASHINGTON		BI	11/10/18	12/09/18	60.00
			SEQ G/L ACCT		DESCRIPTION	DEBIT	CREDIT
			1		INVOICE AMOUNT		60.00
			2 01-70-525		TAEKWONDO	60.00	
						-----	-----
						60.00	60.00
11/1/18	GRYCZ	LAWRENCE R. GRYCZEWSKI		BI	11/01/18	11/30/18	3847.50
			SEQ G/L ACCT		DESCRIPTION	DEBIT	CREDIT
			1		INVOICE AMOUNT		3847.50
			2 01-00-583		ATTORNEY SERVICES	3847.50	
						-----	-----
						3847.50	3847.50
11/10/18	RZAB	MARIE RZAB		BI	11/10/18	12/09/18	120.00
			SEQ G/L ACCT		DESCRIPTION	DEBIT	CREDIT
			1		INVOICE AMOUNT		120.00
			2 01-70-525		YOGA	120.00	
						-----	-----
						120.00	120.00
389479282018	MS	MOTOROLA SOLUTIONS		BI	11/01/18	12/01/18	782.00
			SEQ G/L ACCT		DESCRIPTION	DEBIT	CREDIT
			1		INVOICE AMOUNT		782.00
			2 01-21-586		PD RADIOS	782.00	
						-----	-----
						782.00	782.00
133445	NAPA	NAPA AUTO PARTS MONEE		BI	10/29/18	11/28/18	3.87
			SEQ G/L ACCT		DESCRIPTION	DEBIT	CREDIT
			1		INVOICE AMOUNT		3.87
			2 02-00-520		TRUCK 5. SAND PAD	3.87	
						-----	-----
						3.87	3.87
133882	NAPA	NAPA AUTO PARTS MONEE		BI	11/06/18	12/05/18	53.40
			SEQ G/L ACCT		DESCRIPTION	DEBIT	CREDIT
			1		INVOICE AMOUNT		53.40
			2 02-00-520		ANTIFREEZE	53.40	
						-----	-----
						53.40	53.40

SYS DATE: 11/16/18

Village of Monee
VENDOR INVOICE REGISTER
REGISTER # 199
Friday November 16, 2018

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[NRIWIN]
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INVOICE #	VEND #	NAME	REFERENCE	TR CODE	TR DATE	DATE DUE	AMOUNT
11/10/18	FARIA	PETER FARIAS		BI	11/10/18	12/09/18	50.00
			SEQ G/L ACCT		DESCRIPTION	DEBIT	CREDIT
			1		INVOICE AMOUNT	50.00	50.00
			2 01-70-525		MUAY THAI MARTIAL	50.00	
						50.00	50.00
328854	GASCI	PINKERTON OIL/GAS CITY		BI	11/05/18	12/04/18	1825.27
			SEQ G/L ACCT		DESCRIPTION	DEBIT	CREDIT
			1		INVOICE AMOUNT	1825.27	1825.27
			2 01-00-160		GAS	1825.27	
						1825.27	1825.27
328855	GASCI	PINKERTON OIL/GAS CITY		BI	11/05/18	12/04/18	1557.52
			SEQ G/L ACCT		DESCRIPTION	DEBIT	CREDIT
			1		INVOICE AMOUNT	1557.52	1557.52
			2 01-00-160		GAS	1557.52	
						1557.52	1557.52
OCT 2018	NORMO	ROBERT NORMOYLE		BI	11/14/18	12/13/18	350.00
			SEQ G/L ACCT		DESCRIPTION	DEBIT	CREDIT
			1		INVOICE AMOUNT	350.00	350.00
			2 01-61-588		PLUMBING INSPECTO	350.00	
						350.00	350.00
NOV 2018-DPW	L0726	TEAMSTERS LOCAL 700		BI	11/14/18	12/13/18	294.00
			SEQ G/L ACCT		DESCRIPTION	DEBIT	CREDIT
			1		INVOICE AMOUNT	294.00	294.00
			3 01-00-222		DPW UNION DUES FO	294.00	
						294.00	294.00
NOV 2018-PD	L0726	TEAMSTERS LOCAL 700		BI	11/14/18	12/13/18	806.00
			SEQ G/L ACCT		DESCRIPTION	DEBIT	CREDIT
			1		INVOICE AMOUNT	806.00	806.00
			3 01-00-222		PD UNION DUES FOR	806.00	
						806.00	806.00
5150	TERR1	TERRY'S FORD, LINCOLN-MERCURY		BI	11/07/18	12/06/18	174.23
			SEQ G/L ACCT		DESCRIPTION	DEBIT	CREDIT
			1		INVOICE AMOUNT	174.23	174.23
			2 01-21-520		PD M-22	174.23	
						174.23	174.23

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Village of Monee
VENDOR INVOICE REGISTER
REGISTER # 199
Friday November 16, 2018

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TERM DATE: 11/16/18

INVOICE #	VEND #	NAME	REFERENCE	TR CODE	TR DATE	DATE DUE	AMOUNT
002158489000	TRIBB	TRIBUNE MEDIA GROUP		BI	11/04/18	12/04/18	858.48
			SEQ G/L ACCT		DESCRIPTION	DEBIT	CREDIT
			1		INVOICE AMOUNT	858.48	858.48
			2 01-00-673		PUBLICATION. TREA	858.48	858.48
58591	URBAN	URBAN COMMUNICATIONS INC.-#2428		BI	11/12/18	12/12/18	1890.30
			SEQ G/L ACCT		DESCRIPTION	DEBIT	CREDIT
			1		INVOICE AMOUNT		1890.30
			2 01-00-552		PHONE	490.30	
			3 01-21-552		PHONE/INTERNET	400.00	
			4 01-61-552		PHONE	200.00	
			5 01-70-552		PHONE	200.00	
			6 02-00-552		PHONE	200.00	
			7 05-00-552		PHONE	200.00	
			8 08-00-552		PHONE	200.00	
						1890.30	1890.30
58590	URBA1	URBANCOM.NET FIBER OPERATIONS, INC.#2427		BI	11/12/18	12/12/18	300.00
			SEQ G/L ACCT		DESCRIPTION	DEBIT	CREDIT
			1		INVOICE AMOUNT		300.00
			2 01-00-585		INTERNET/PHONE	300.00	
						300.00	300.00
306394-0	WALTO	WALTON OFFICE SUPPLY		BI	11/08/18	12/07/18	89.71
			SEQ G/L ACCT		DESCRIPTION	DEBIT	CREDIT
			1		INVOICE AMOUNT		89.71
			2 01-00-651		OFFICE SUPPLIES	61.61	
			3 08-00-651		DPW OFFICE SUPPLI	22.48	
			4 01-00-651		PARKS OFFICE SUPP	5.62	
						89.71	89.71
306402-0	WALTO	WALTON OFFICE SUPPLY		BI	11/08/18	12/07/18	10.32
			SEQ G/L ACCT		DESCRIPTION	DEBIT	CREDIT
			1		INVOICE AMOUNT		10.32
			2 01-00-651		OFFICE SUPPLIES	10.32	
						10.32	10.32
11/06/18	WEHLI	WEHLING LAWN CARE		BI	11/06/18	12/05/18	69.00
			SEQ G/L ACCT		DESCRIPTION	DEBIT	CREDIT
			1		INVOICE AMOUNT		69.00
			2 01-22-512		V.H. LAWN MAINT	69.00	
						69.00	69.00

SYS DATE: 11/16/18

Village of Monee
VENDOR INVOICE REGISTER
REGISTER # 199
Friday November 16, 2018

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[NRIWIN]
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TERM DATE: 11/16/18

INVOICE #	VEND #	NAME	REFERENCE	TR CODE	TR DATE	DATE DUE	AMOUNT
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11/6/18		WEHLI WEHLING LAWN CARE		BI	11/06/18	12/05/18	38.00
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SEQ	G/L ACCT	DESCRIPTION	DEBIT	CREDIT
1		INVOICE AMOUNT		38.00
2	01-22-513	PD LAWN MAINT	38.00	
			-----	-----
			38.00	38.00
			-----	-----
			.00	.00

TOTAL NUMBER OF TRANSACTIONS: 35
TOTAL AMOUNT DUE 21585.62
TOTAL DEBITS 21585.62
TOTAL CREDITS 21585.62
TOTAL OPEN INVOICE AMOUNT ... 21585.62
TOTAL MANUAL CHECK AMOUNT00
TOTAL PRINTED CHECK AMOUNT .. .00

GENERAL LEDGER DISTRIBUTION SUMMARY

G/L ACCT NUMBER	TITLE	VENDOR	INVOICE #	TR CODE	AMOUNT	DESCRIPTION	DEBIT	CREDIT
01 CORPORATE FUND								
01-00-160	GAS/FUEL INVENTORY	GASCI	328854	BI	1825.27	GAS	1825.27	
		GASCI	328855	BI	1557.52	GAS	1557.52	
		AMOUNT DISTRIBUTED			3382.79		3382.79	NET
01-00-222	UNION DUES	LO726	NOV 2018-DPW	BI	294.00	DPW UNION DUES FO	294.00	
		LO726	NOV 2018-PD	BI	806.00	PD UNION DUES FOR	806.00	
		AMOUNT DISTRIBUTED			1100.00		1100.00	.00
							1100.00	NET
01-00-224	AFLAC PAYABLE	AFLAC	079738	BI	2579.18	EMPLOYEE INSURANC	2579.18	
		AMOUNT DISTRIBUTED			2579.18		2579.18	.00
							2579.18	NET
01-00-552	TELEPHONE	URBAN	58591	BI	490.30	PHONE	490.30	
		AMOUNT DISTRIBUTED			490.30		490.30	NET
01-00-583	LEGAL	ANCEL	67137	BI	450.00	LEGAL SERVICES	450.00	
		GRYCZ	11/1/18	BI	3847.50	ATTORNEY SERVICES	3847.50	
		AMOUNT DISTRIBUTED			4297.50		4297.50	NET
01-00-585	TECHNOLOGY SERVICES	URBA1	58590	BI	300.00	INTERNET/PHONE	300.00	
		AMOUNT DISTRIBUTED			300.00		300.00	NET
01-00-651	OFFICE SUPPLIES	WALTO	306394-0	BI	61.61	OFFICE SUPPLIES	61.61	
		WALTO	306394-0	BI	5.62	PARKS OFFICE SUPP	5.62	
		WALTO	306402-0	BI	10.32	OFFICE SUPPLIES	10.32	
		AMOUNT DISTRIBUTED			77.55		77.55	NET
01-00-673	NOTICES & PUBLICATIONS	TRIBB	002158489000	BI	858.48	PUBLICATION. TREA	858.48	
		AMOUNT DISTRIBUTED			858.48		858.48	NET
***** Dept Totals for: 01-00					13085.80			
01-21-520	MAINTENANCE - MOTORIZED EQUIPMEN	TERR1	5150	BI	174.23	PD M-22	174.23	
		AMOUNT DISTRIBUTED			174.23		174.23	NET
01-21-551	POSTAGE	FEDEX	6-362-18237	BI	74.40	PD POSTAGE	74.40	
		AMOUNT DISTRIBUTED			74.40		74.40	NET
01-21-552	TELEPHONE	ATTMO	7X11082018	BI	779.52	PD/EMA PHONES	779.52	
		COMCA	006316-11/01	BI	124.85	PD INTERNET	124.85	
		URBAN	58591	BI	400.00	PHONE/INTERNET	400.00	
		AMOUNT DISTRIBUTED			1304.37		1304.37	NET

SYS DATE: 11/16/18

Village of Monee
VENDOR INVOICE REGISTER
REGISTER # 199
Friday November 16, 2018

SYS TIME: 15:40
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GENERAL LEDGER DISTRIBUTION SUMMARY

G/L ACCT NUMBER	TITLE	VENDOR	INVOICE #	TR CODE	AMOUNT	DESCRIPTION	DEBIT	CREDIT
01 CORPORATE FUND								
01-21-586	STARCOMM	MS	389479282018BI		782.00	PD RADIOS	782.00	
			AMOUNT DISTRIBUTED		782.00		782.00	NET
***** Dept Totals for: 01-21					2335.00			
01-22-512	VILLAGE HALL BLDG-MAINT	CINTS	5012181072	BI	18.50	V.H. FIRST AID	18.50	
		WEHLI	11/06/18	BI	69.00	V.H. LAWN MAINT	69.00	
			AMOUNT DISTRIBUTED		87.50		87.50	NET
01-22-513	POLICE DEPT-BLDG MAINT	CINTS	319488537	BI	284.76	PD CLEANING	284.76	
		DEPES	33646	BI	60.00	PD BUILDING MAINT	60.00	
		WEHLI	11/6/18	BI	38.00	PD LAWN MAINT	38.00	
			AMOUNT DISTRIBUTED		382.76		382.76	NET
01-22-516	PARK-B & G MAINT.	CINTS	5012181070	BI	117.38	PARK BUILDING. FI	117.38	
			AMOUNT DISTRIBUTED		117.38		117.38	NET
01-22-538	BEAUTIFICATION (SIGNS)	CARRO	40661200	BI	1665.24	HOLIDAY BANNERS	1665.24	
			AMOUNT DISTRIBUTED		1665.24		1665.24	NET
***** Dept Totals for: 01-22					2252.88			
01-61-552	TELEPHONE	URBAN	58591	BI	200.00	PHONE	200.00	
			AMOUNT DISTRIBUTED		200.00		200.00	NET
01-61-588	PLUMBING INSPECTOR	NORMO	OCT 2018	BI	350.00	PLUMBING INSPECTO	350.00	
			AMOUNT DISTRIBUTED		350.00		350.00	NET
***** Dept Totals for: 01-61					550.00			
01-70-525	INSTRUCTORS	BETHA	11/10/18	BI	105.00	COOKING CLASS	105.00	
		CCALL	11/10/18	BI	20.00	ZUMBA	20.00	
		FARIA	11/10/18	BI	50.00	MUAY THAI MARTIAL	50.00	
		RZAB	11/10/18	BI	120.00	YOGA	120.00	
		WASHG	11/10/18	BI	60.00	TAEKWONDO	60.00	
			AMOUNT DISTRIBUTED		355.00		355.00	NET
01-70-552	TELEPHONE	COMCA	33904-11/04/BI		149.85	PARK BUILDING INT	149.85	
		URBAN	58591	BI	200.00	PHONE	200.00	
			AMOUNT DISTRIBUTED		349.85		349.85	NET
***** Dept Totals for: 01-70					704.85			

SYS DATE: 11/16/18

Village of Monee
VENDOR INVOICE REGISTER
REGISTER # 199
Friday November 16, 2018

SYS TIME: 15:40
[NR2WIN]
[G/L DATE: 11/16/18]
PAGE 3

TERM DATE: 11/16/18

GENERAL LEDGER DISTRIBUTION SUMMARY

G/L ACCT NUMBER	TITLE	VENDOR	INVOICE #	TR CODE	AMOUNT	DESCRIPTION	DEBIT	CREDIT
-----------------	-------	--------	-----------	---------	--------	-------------	-------	--------

01 CORPORATE FUND

TRANSACTION AMOUNTS
 TOTAL DEBITS..... 18928.53
 TOTAL CREDITS..... .00
 TOTAL INVOICES.... 18928.53

01-00-211	ACCOUNTS PAYABLE				TOTAL INVOICES		18928.53	18928.53
					AMOUNT DISTRIBUTED		18928.53	18928.53 NET

ACCRUAL AMOUNTS
 ACCRUAL DEBITS.... .00
 ACCRUAL CREDITS... 18928.53
 NET ACCRUAL..... 18928.53
 INV/ACRL BALANCE.. .00

SYS DATE: 11/16/18

Village of Monee
VENDOR INVOICE REGISTER
REGISTER # 199
Friday November 16, 2018

SYS TIME: 15:40
[NR2WIN]
[G/L DATE: 11/16/18]
PAGE 4

TERM DATE: 11/16/18

GENERAL LEDGER DISTRIBUTION SUMMARY

G/L ACCT NUMBER	TITLE	VENDOR	INVOICE #	TR CODE	AMOUNT	DESCRIPTION	DEBIT	CREDIT
02 ROAD & BRIDGE								
02-00-520	MAINT.MOTORIZED EQUIP	ADVAP	775883132338	BI	124.07	TRUCK 12 FUEL FIL	124.07	
		NAPA	133445	BI	3.87	TRUCK 5. SAND PAD	3.87	
		NAPA	133882	BI	53.40	ANTIFREEZE	53.40	
					-----		-----	
			AMOUNT DISTRIBUTED		181.34		181.34	NET
02-00-552	TELEPHONE	URBAN	58591	BI	200.00	PHONE	200.00	
					-----		-----	
			AMOUNT DISTRIBUTED		200.00		200.00	NET
02-00-577	STREET LIGHT ELECTRICITY	COMED	30093-11/09	BI	1853.27	TRAFFIC LIGHTS 1.	1853.27	
					-----		-----	
			AMOUNT DISTRIBUTED		1853.27		1853.27	NET

***** Dept Totals for: 02-00 2234.61

TRANSACTION AMOUNTS
TOTAL DEBITS..... 2234.61
TOTAL CREDITS..... .00
TOTAL INVOICES.... 2234.61

02-00-211	ACCOUNTS PAYABLE	TOTAL INVOICES			2234.61			2234.61
		AMOUNT DISTRIBUTED			-----		-----	2234.61 NET

ACCRUAL AMOUNTS
ACCRUAL DEBITS.... .00
ACCRUAL CREDITS... 2234.61
NET ACCRUAL..... 2234.61
INV/ACRL BALANCE.. .00

SYS DATE: 11/16/18

Village of Monee
VENDOR INVOICE REGISTER
REGISTER # 199
Friday November 16, 2018

SYS TIME: 15:40
[NR2WIN]
[G/L DATE: 11/16/18]
PAGE 5

TERM DATE: 11/16/18

GENERAL LEDGER DISTRIBUTION SUMMARY

G/L ACCT NUMBER	TITLE	VENDOR	INVOICE #	TR CODE	AMOUNT	DESCRIPTION	DEBIT	CREDIT
05	EMA							
05-00-552	TELEPHONE	URBAN	58591	BI	200.00	PHONE	200.00	
			AMOUNT DISTRIBUTED		200.00		200.00	NET

***** Dept Totals for: 05-00 200.00

TRANSACTION AMOUNTS
TOTAL DEBITS..... 200.00
TOTAL CREDITS..... .00
TOTAL INVOICES.... 200.00

05-00-211	ACCOUNTS PAYABLE		TOTAL INVOICES		200.00		200.00	
			AMOUNT DISTRIBUTED		200.00		200.00	NET

ACCRUAL AMOUNTS
ACCRUAL DEBITS.... .00
ACCRUAL CREDITS... 200.00
NET ACCRUAL..... 200.00
INV/ACRL BALANCE.. .00

SYS DATE: 11/16/18

Village of Monee
VENDOR INVOICE REGISTER
REGISTER # 199
Friday November 16, 2018

SYS TIME: 15:40
[NR2WIN]
[G/L DATE: 11/16/18]
PAGE 6

TERM DATE: 11/16/18

GENERAL LEDGER DISTRIBUTION SUMMARY

G/L ACCT NUMBER	TITLE	VENDOR	INVOICE #	TR CODE	AMOUNT	DESCRIPTION	DEBIT	CREDIT
=====								
08	WATER & SEWER							
08-00-552	TELEPHONE	URBAN	58591	BI	200.00	PHONE	200.00	
					AMOUNT DISTRIBUTED		200.00	NET
08-00-651	OFFICE SUPPLIES	WALTO	306394-0	BI	22.48	DPW OFFICE SUPPLI	22.48	
					AMOUNT DISTRIBUTED		22.48	NET

***** Dept Totals for: 08-00 222.48

TRANSACTION AMOUNTS
TOTAL DEBITS..... 222.48
TOTAL CREDITS..... .00
TOTAL INVOICES.... 222.48

08-00-211	ACCOUNTS PAYABLE				TOTAL INVOICES		222.48	
					AMOUNT DISTRIBUTED		222.48	NET

ACCRUAL AMOUNTS
ACCRUAL DEBITS.... .00
ACCRUAL CREDITS... 222.48
NET ACCRUAL..... 222.48
INV/ACRL BALANCE.. .00

SYS DATE: 11/16/18

Village of Monee
VENDOR INVOICE REGISTER
REGISTER # 199
Friday November 16, 2018

SYS TIME: 15:40
[NR2WIN]
[G/L DATE: 11/16/18]
PAGE 7

TERM DATE: 11/16/18

GENERAL LEDGER DISTRIBUTION SUMMARY

G/L ACCT NUMBER	TITLE	VENDOR	INVOICE #	TR CODE	AMOUNT	DESCRIPTION	DEBIT	CREDIT
--------------------	-------	--------	-----------	------------	--------	-------------	-------	--------

FINAL ACCRUAL POSTING TOTALS

TRANSACTION AMOUNTS
TOTAL DEBITS..... 21585.62
TOTAL CREDITS..... .00
TOTAL INVOICES.... 21585.62

(FUND)-00-211 ACCRUAL ACCOUNT
TOTAL ACCRUAL... 21585.62

ACCRUAL TRANSACTIONS WILL BE REGISTERED AND POSTED TO THE G/L

SYS DATE: 11/16/18

Village of Monee
VENDOR INVOICE REGISTER
REGISTER # 199
Friday November 16, 2018

SYS TIME: 15:40
[NR2WIN]
[G/L DATE: 11/16/18]
PAGE 8

TERM DATE: 11/16/18

GENERAL LEDGER DISTRIBUTION SUMMARY

G/L ACCT NUMBER	TITLE	VENDOR	INVOICE #	TR CODE	AMOUNT	DESCRIPTION	DEBIT	CREDIT
--------------------	-------	--------	-----------	------------	--------	-------------	-------	--------

FINAL MANUAL/PRINTED POSTING TOTALS

TRANSACTION AMOUNTS	
TOTAL DEBITS.....	.00
TOTAL CREDITS.....	.00
TOTAL INVOICES....	.00

OVERALL NR PROCESSING TOTALS FOR REGISTER 199

** TOTAL NUMBER OF INVOICES PROCESSED	35
** TOTAL AMOUNT OF INVOICES PROCESSED	21585.62

Village of Monee

Agenda Item: H - 1

Meeting Date: November 28, 2018

Subject: TIF Payout Request - Dollar General

By: David Wallace, Administrator

Board Information

The village is in receipt of a TIF #5 payout request from Dollar General. The agreement calls for a payment in an amount equal to 70% of the incremental taxes generated from the property. The amount of this payment is \$22,429.39 based on 2017 taxes paid in 2018.

Staff has validated the property taxes payable in 2018 have been paid in full.

Action Requested: Motion to authorize TIF #5 payment to Dollar General in the amount of \$22,429.39.

Village of Monee

Agenda Item: H - 2

Meeting Date: November 28, 2018

Subject: TIF Payout Request – AP Ridgeland Avenue, LLC

By: David Wallace, Administrator

Board Information

The village has received a TIF payout request from AP Ridgeland Avenue, LLC. The project consists of two (2) parcels, both located in TIF #3 (west of I-57). The total amount of payment is \$758,141.23 which is 80% of the increment generated as per the redevelopment agreement.

Staff has verified the real estate taxes payable in 2018 have been paid in full.

Action Requested: Motion to authorize TIF #3 payment to AP Ridgeland Avenue, LLC in the amount of \$758,141.23.

Village of Monee

Agenda Item: H - 3

Meeting Date: November 28, 2018

Subject: License Agreement

By: David Wallace, Administrator

Board Information

The Village of Monee has negotiated a license agreement with Tri City Foods, operator of the Burger King on Monee Manhattan Road. (copy attached) The license authorizes Tri City Foods the use of a strip of land located on the east side of the Burger King which is owned by the village. In exchange for the use of the property, Tri City Foods has agreed to install a fence along the rear of the Burger King property. The fence will be similar in style and looks compared with neighboring fences. The agreement does not prohibit the village from selling the parcel at any time in the future.

Action Requested: Motion to authorize the Mayor and Clerk to sign the agreement.

LICENSE AGREEMENT

In consideration of Ten and no/100 (\$10.00) Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, **Village of Monee, a municipal corporation**, (hereinafter referred to as **Village**), hereby grants unto **Tri City Foods**, (hereinafter referred to as **Licensee**), in, along, under, across, and through that certain real estate described in Exhibit A, attached hereto and made part hereof, (**License Area**). THE WEST 20 FEET OF LOT 1 IN MONEE-MANHATTAN SUBDIVISION UNIT 4, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 34 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 3, 1996 AS DOCUMENT R96-39202, TOWNSHIP OF MONEE, COUNTY OF WILL, STATE OF ILLINOIS. The **Village** hereby releases and waives all rights, if any, under and by virtue of the Homestead Exemption Laws of the State of Illinois. The license shall be strictly subject to compliance with any and all Federal, State and local rules and regulations with the purpose of this license is to allow the Licensee unrestricted use of and access to the License Area, including but not limited to (1) the rights to ingress and egress by the Licensee and its tenants, agents, incites, contractors, customers and employees, and (2) the right to use, operate and maintain a lighting system for the benefit of its adjacent property. The License does not convey any right, title or interest to the Licensee but merely gives the right to use and occupy the License Agreement for the limited purposes described herein.

Prior to November 30, 2018, the Licensee agrees, at its sole cost, to have professionally installed a fence which will run east and west along the southern lot line of the Licensee's real property and the License Area connecting to the existing fence located at the east property line of

the License Area and the west property line of the Licensee's real property. Said fence shall be of a similar design and material as the existing fence. The fence to be installed shall fully connect to the existing fence thereby making one continuous fence extending the full length of the Licensee real property and the License Area.

Licensee hereby agrees to maintain the License Area which includes the cutting of grass, removal of debris and maintaining of all lighting and other infrastructure.

Licensee hereby acknowledges that it has inspected the condition of the License Area and accepts the same in an "AS IS" condition. The Village hereby does not make any representation, guaranty or warranty with respect to the condition of the License Area.

The term of this License shall be for a period of five (5) years commencing upon the execution of this document. The Licensee shall have the right to renew this Agreement for an additional five (5) years by notifying the Village, in writing, at least sixty (60) days prior to termination.

The Village shall have the absolute right to sell, convey, or transfer the License Area at any time with or without the Licensee's permission. Upon the sale or conveyance of the License Area this Agreement becomes completely null and void and the Licensee shall have no further right or interest in the License Area. However, the Village hereby gives the Licensee a Right of First Refusal with respect to a sale, conveyance or transfer of the License Area. Said Right of First Refusal must be exercised within sixty (60) days upon receipt of a written notice sent by the Village.

Licensee shall not take any action or allow any conduct which will impede or interfere with the Village's access to the License Area.

In the event the Licensee or its tenants, employees, agents, invitees or contractors use the License Area and cause damage thereto except for ordinary wear and tear, the Licensee shall be responsible for the maintenance and repair costs incurred by the Village.

Village reserves the right to use the License Area in any manner not inconsistent with the rights herein granted to Licensee. Village agrees not to build, construct or erect, nor permit others to build, construct or erect any buildings or other structures (other than paving) on or within the License Area, nor allow the same to exist thereon without the express prior written consent of Licensee.

Licensee shall maintain at its own expense the following levels of insurance naming the Village as additional insured.

Commercial General Liability insurance with a Five Million Dollar coverage for bodily injury or death to each person; Five Million Dollar coverage for property damage; Five Million Dollars for all other types of liability.

To the fullest extent permitted by Law, Licensee shall defend, indemnify, keep and hold harmless the Village and its officials, officers, employees and agents from and against all injuries, deaths, losses, damages, claims, demands, suits, liabilities, judgments, costs and expenses, including reasonable attorneys' fees, which may arise out of, or result from, directly or indirectly, any negligent, careless or wrongful acts or omissions or from the reckless or willful misconduct of Licensee, its affiliates, officers, employees, agents, contractors or subcontractors in the installation, operation, relocation, repair, maintenance or removal of the lighting or Licensee's use of License Area.

Licensee shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, in any such action, Licensee shall, at its own expense, satisfy and discharge the same. The License shall not be construed as requiring the Licensee to indemnify the Village for its own negligence. The indemnification required hereunder shall not be limited by the amount of the insurance to be maintained hereunder.

Licensee shall pay all required permit fees and obtain all required permits from the Village

prior to performing any work in the **License Area**.

This License may be terminated by the **Licensee** at any time, by the giving of sixty (60) days advance notice to the **Village**. The License can be terminated by the **Village** for the following reasons:

- A. A material violation of the terms of this License where Licensee fails to cure such material violation within sixty (60) days after receipt of written notice by Village which identifies the violation.
- B. The material failure of Licensee to comply with all applicable local, State and Federal Laws, rules and regulations in any way.
- C. Licensee made fraudulent, false, misrepresenting, or materially incomplete statements in seeking this License or in the permit application.
- D. The Licensee has been adjudged to be bankrupt, has a receiver appointed for it, makes and assignment for the benefit of creditors, or has a significant amount of its property sold under the execution or other legal process or is seized by creditors.
- E. The Licensee transfers this License without Village approval as required herein.
- F. The Licensee ceases its business operations for a period greater than 180 days unless such abandonment is temporary due to events beyond the reasonable control of Licensee.

Upon the termination of this License, the **Licensee** shall repair and restore the **License**

Area.

This Agreement represents the entire agreement between the parties. No oral changes or modifications of this Agreement shall be permitted or allowed. Changes or modifications to this Agreement shall be made only in writing and upon necessary and proper signature of the **Licensee** and the **Village**.

In the event that any provision of this Agreement shall be held invalid or unenforceable by a

court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereto.

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois. The venue for any dispute between the parties regarding this Agreement shall be the Circuit Court of the Twelfth Judicial Circuit, Will County, Illinois.

The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this License and will not be construed to be a waiver of any provision except for the particular instance.

Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the designated representatives of both parties as follows:

If to Village: Village of Monee
 Attention: Administrator
 5130 W. Court Street
 Monee, IL 60449

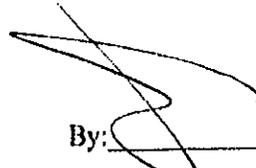
If to Licensee: Tri City Foods
 Attention: Jimmy Wachaa
 4415 Highway 6
 Sugar Land, Texas 77478

IN WITNESS THEREOF, the parties signed below, effective as of the Effective Date, by their duly authorized representatives.

VILLAGE OF MONEE

LICENSEE

By: _____
Its: Mayor


By: _____
Its: VP

Attest: _____
Village Clerk

Village of Monee

Agenda Item: H - 4

Meeting Date: November 28, 2018

Subject: EMA Vehicle Purchase

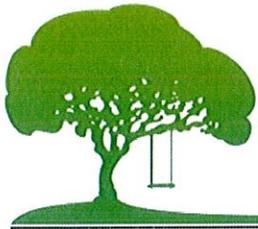
By: David Wallace, Administrator

Board Action Request

Emergency Management Director Randy Ulaskas is requesting permission to purchase a 2019 Ford Service Body vehicle. The completed vehicle will replace the 2001 Ford Explorer which has been removed from service. This vehicle will be a multi-purpose vehicle housing a generator, safety equipment and will have towing and hauling capacity which is desperately needed by EMA.

The vehicle will be purchased from Currie Ford for \$57,845.00. This amount is \$900.00 below Suburban Purchasing Cooperative pricing and meets the state bid requirements. This amount is paid entirely from Emergency Management Fund.

Action Requested: Motion to authorize the purchase of a 2019 Ford Service Body Vehicle from Currie Ford in the amount of \$57,845.00



J-1

ORDINANCE NUMBER _____

**AN ORDINANCE PROVIDING FOR THE TRANSFER OF MUNICIPAL
PROPERTY 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 _____

44
45
46

**AN ORDINANCE PROVIDING THE TRANSFER OF MUNICIPAL
PROPERTY 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				
Gonzalez				
Youdris				
Raczek				

PASSED and APPROVED this _____ day of _____, 2018.

James Popp, Village Mayor

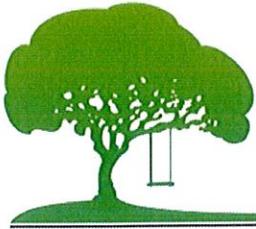
ATTEST:

Doneshia Codjoe, Village Clerk

EXHIBIT A

Surplus Property List

Year	Make	Model	VIN
2004	Ford	Taurus	1FAFP52284G162835
2002	Ford	Explorer	1FMZU72E62UB10555



J-2

ORDINANCE NUMBER _____

**AN ORDINANCE AUTHORIZING THE EXECUTION OF THE
ILLINOIS PUBLIC WORKS MUTUAL AID NETWORK AGREEMENT
(IPWMAN) IN 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

40 **Section Two. Authority to Execute.** That the Village President and Village
41 Clerk are hereby authorized to execute the attached Illinois Public Works
42 Mutual Aid Network Agreement.

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

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

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

DRAFT

ORDINANCE NUMBER _____

**AN ORDINANCE AUTHORIZING THE EXECUTION OF THE
ILLINOIS PUBLIC WORKS MUTUAL AID NETWORK AGREEMENT
(IPWMAN) IN 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				
Raczek				
Youdris				

PASSED and APPROVED this _____ day of _____, 2018.

James Popp, Village Mayor

ATTEST:

Doneshia Codjoe, Village Clerk

**FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT BY
AND BETWEEN THE VILLAGE OF MONEE AND MAE'S QUE HOUSE, LLC**

This **First Amendment to Redevelopment Agreement** (the "Redevelopment Agreement") is made and entered into as of this 28th of November, 2018, by and between the **Village of Monee**, an Illinois Municipal Corporation located in Will County, Illinois (the "Village"), and **MAE'S QUE HOUSE, LLC, an Illinois Limited Liability Company** (the "Developer").

WITNESSETH

WHEREAS, on or about July 12, 2017, the Village ("Village") entered into a Redevelopment Agreement with the Developer pertaining to the redevelopment of an existing facility located at 25655 S. Governors Highway ("the Project"); and

WHEREAS, the project consisted of renovating the facility to accommodate a restaurant; and

WHEREAS, the Redevelopment Agreement called for the substantial completion of the entire Project by December 31, 2017; and

WHEREAS, the Developer has requested an extension pertaining to the completion of a restaurant; and

WHEREAS, at the time of the signing of the Redevelopment Agreement, the Project was situated in the Monee Governors Highway Redevelopment Project Area.

WHEREAS, a new Tax Increment Finance Redevelopment Plan has been approved by the Village known as the Village of Monee Redevelopment Project Area No. 5 ("TIF #5); and

WHEREAS, the Project is now located in said TIF #5; and

WHEREAS, the parties herein are desirous of the Project being completed as soon as possible in order to promote further continued economic growth, along Governors Highway; and

WHEREAS, after full consideration of the underlying facts, the parties believe it to be in the best interest to enter into this First Amendment.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

Section 1. Preambles. The preambles and premises set forth above are an integral part of this First Amendment to 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. Extension of Time. That the Developer is hereby granted a time extension to March 31, 2019 to fully complete the restaurant inside the facility and obtain a Certificate of Occupancy. Any and all plans shall be submitted to the Village for review in order to insure compliance with the applicable building and zoning codes.

Section 3. Section 5 B Village Obligations. That Section 5(B) "Village Obligations" of the Redevelopment Agreement is hereby amended to delete any reference to the Monee Governors Highway Redevelopment Plan and Project Area and replaced with the Village of Monee Redevelopment Project Area #5.

Section 4. Remaining Terms and Provisions. That all other remaining terms, provisions and conditions set forth in the Redevelopment Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on this 28th day of November, 2018.

VILLAGE:

(SEAL)

Attest:

Village Clerk

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

BY: _____

Mayor

DEVELOPER

BY: _____

Attest:



**ASSIGNMENT AND ASSUMPTION OF
REDEVELOPMENT AGREEMENT AND REDEVELOPMENT NOTE**

THIS ASSIGNMENT AND ASSUMPTION OF REDEVELOPMENT AGREEMENT AND REDEVELOPMENT NOTE (the "Assignment") is made and entered into as of the 19th day of November, 2018 (the "Effective Date"), by and between DG Monee Governors, LLC, an Illinois limited liability company (the "Assignor") and Millco-Atwater LLC, an Illinois limited liability company (the "Assignee").

WHEREAS, the Assignor is a party to that certain Redevelopment Agreement dated September 28, 2016 (the "Redevelopment Agreement"), by and between the Assignor and the Village of Monee, Will County, Illinois, an Illinois home rule municipal corporation (the "Village"); and

WHEREAS, the Assignor is the Payee of that certain Redevelopment Note dated January 24, 2018 (the "Redevelopment Note") approved by the Village via Ordinance No. 1829.

WHEREAS, the Assignor desires to assign one hundred percent (100%) of its interest in and to the Redevelopment Agreement and Redevelopment Note to Assignee, and Assignee desires to obtain one hundred percent (100%) of Assignor's interest in and to the Redevelopment Agreement and Redevelopment Note upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

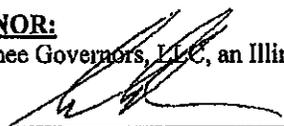
Assignor does hereby assign, transfer, convey and set over unto Assignee all of Assignor's right, title and interest in and to the Redevelopment Agreement and Redevelopment Note and Assignee hereby accepts said assignment, transfer and conveys and assumes all rights and responsibilities of Assignor under the Redevelopment Agreement and Redevelopment Note, and the Village consents to the foregoing Assignment.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the day and year written below.

ASSIGNOR:

DG Monee Governors, LLC, an Illinois limited liability company

Name: 
By: Robert Miller
Title: Manager

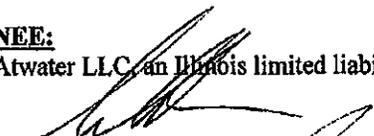
Date: 11-19-18

ACCEPTANCE OF ASSIGNMENT

Millco-Atwater LLC, an Illinois limited liability company, the Assignee herein, does hereby accept the foregoing Assignment and Assumption of Redevelopment Agreement and Redevelopment Note and agrees to be bound by all the terms and conditions of the Redevelopment Agreement.

ASSIGNEE:

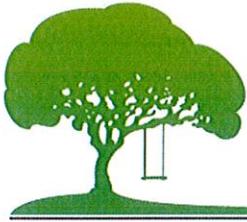
Millco-Atwater LLC, an Illinois limited liability company

Name: 
By: Robert Miller
Title: Manager

Date: 11-19-18

Name: 
By: Nicholas Stratigakes
Title: Manager

Date: 11/20/18



J-5

ORDINANCE NUMBER _____

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF WILL AND
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

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

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



ORDINANCE NUMBER _____

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF WILL AND
VILLAGE OF MONEE, A HOME RULE UNIT OF GOVERNMENT, WILL
COUNTY, ILLINOIS**

AYES:	NAYS:	ABSTAIN:	ABSENT:	PRESENT:
Blue				
Gray				
Horne				
Raczek				
Youdris				
Gonzalez				

PASSED and APPROVED this _____ day of _____, 2018.

James Popp, Village Mayor

ATTEST:

Doneshia Codjoe, Village Clerk

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF WILL AND THE VILLAGE OF MONEE FOR IMPROVEMENTS ALONG MANHATTAN-MONEE ROAD (CH06) IN THE COUNTY OF WILL

WHEREAS, the County of Will is a body corporate and politic (hereinafter referred to as the "COUNTY"); and

WHEREAS, the Village of Monee is a Municipal Corporation situated in Will County, (hereinafter referred to as "VILLAGE") under and by virtue of the Constitution and laws of the State of Illinois and has acted in the exercise of its statutory authority in the exercise of this agreement; and

WHEREAS, Article VII, Section 10, of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, The Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq. authorizes municipalities to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

WHEREAS, the VILLAGE and the COUNTY, are desirous of enhancing the free flow of traffic and insuring safety to the motoring public by improving the existing corridor of Manhattan-Monee Road between I-57 and the municipal corporate limits west of Ridgeland Avenue ("IMPROVEMENT"); and

WHEREAS, County Highway 06 (Manhattan-Monee Road) is under the jurisdiction of the COUNTY; and

WHEREAS, Ridgeland Avenue is under the jurisdiction of the VILLAGE; and

NOW THEREFORE, in consideration of the mutual promises, obligations and undertakings set forth herein, the COUNTY, and the VILLAGE (hereinafter collectively referred to as "PARTIES") **AGREE AS FOLLOWS**:

1. The PARTIES agree that the COUNTY shall be the lead in all aspects of project development for the IMPROVEMENT including, but not limited to, preliminary engineering, design engineering, right-of-way acquisition, utility relocations, and construction engineering.
2. The PARTIES agree to abide by all the applicable state and federal requirements that may impact the scope of the IMPROVEMENT as the project moves through the various phases

of development. Such impacts may be in result to coordination with IDOT at the I-57 interchange ramps, environmental considerations, and utility impacts.

3. The PARTIES intend to seek various sources of additional funding to supplement existing funds allotted to the COUNTY and VILLAGE. The PARTIES agree that the COUNTY shall be the lead agency on the application for STP Funding in the 2021 application cycle or any subsequent STP application cycles. Should other state or federal funding sources be identified, the PARTIES shall cooperate to determine the lead in securing such funding and provide support as necessary to complete those applications.
4. The PARTIES shall share equally all costs associated with the IMPROVEMENT beyond any state or federal funding secured for the various stages of the project. Anticipated costs include, but are not limited to, preliminary engineering, design engineering, right-of-way acquisition, utility relocations, and construction engineering. The COUNTY will incur the initial costs with the VILLAGE paying the COUNTY for its matching share within 60 calendar days of invoices generated by the COUNTY.
5. COUNTY shall retain jurisdiction of Manhattan-Monee Road.
6. VILLAGE shall retain jurisdiction of Ridgeland Avenue.
7. The VILLAGE shall continue to have maintenance responsibilities of the traffic signals as outlined in County Board Resolution 16-375.
8. The VILLAGE agrees to indemnify and hold harmless the COUNTY from any liability, action, claim, judgment, award and/or costs, including reasonable attorneys' fees, arising from any negligence or intentional actions on the part of the VILLAGE occurring out of its execution of the duties found in this Agreement
- ~~8.9. The COUNTY agrees to indemnify and hold harmless the VILLAGE from any liability, action, claim, judgment, award and/or costs, including reasonable attorneys' fees, arising from any negligence or intentional actions on the part of the COUNTY occurring out of its execution of the duties found in this Agreement~~
- 9.10. This document shall be the final embodiment of the Agreement by and between the COUNTY and the VILLAGE. No oral changes or modifications for this Agreement shall be permitted or allowed. Changes or modification to this Agreement shall be made only in writing and upon the necessary and proper signature of the COUNTY and the VILLAGE.
- 10.11. In the event that a court of competent jurisdiction shall hold any provisions of this Agreement invalid or unenforceable, such holdings shall not invalidate or render unenforceable any other provision hereto.
- 11.12. This Agreement shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.

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~~12.13.~~ Venue for any dispute arising out of this agreement shall be in the courts of the Twelfth Judicial Circuit, Will County, Illinois. This agreement shall be governed by the laws of the State of Illinois, without regards to choice of law principles.

~~13.14.~~ Any notices under this Agreement shall be sent as follows:
If to the County:

Will County Engineer
Will County Division of Transportation
16841 West Laraway Road
Joliet, IL 60433

Will County State's Attorney
Attn: Civil Division
57 N. Ottawa Street, 5th Floor
Joliet, Illinois 60432

If to VILLAGE:

Village of Monee
5130 W Court St
Monee, IL 60449

The PARTIES agree that each shall be responsible to notify the other of any changes in notification procedures.

~~14.15.~~ This AGREEMENT may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one instrument.

Dated at Joliet, Illinois this _____ day of _____, 2018.

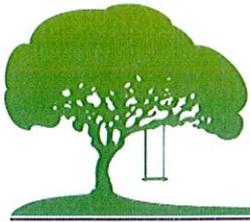
ATTEST:

By _____ By _____
Will County Clerk Will County Executive

Dated at Monee, Illinois, this _____ day of _____, 2018.

ATTEST:

By _____ By _____
Village Clerk Mayor, Village of Monee



J-6

ORDINANCE NUMBER _____

**AN ORDINANCE ESTABLISHING A LATERAL HIRING PROCEDURE
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

43 whether the lateral hiring or new list shall be used during the employment
44 process.

45
46 **Section Four. Notification.** That upon adoption of this Ordinance, notice of
47 the same shall be sent to the labor union representing the members of the
48 Monee Police Department.

49
50 **Section Five. Repealer.** That all Ordinances or parts of Ordinances in
51 conflict herewith are expressly repealed.

52
53 **Section Six. Savings Clause.** That in the event any portion of this
54 Ordinance is declared to be void, that such other parts or remainder of this
55 Ordinance shall not be adversely effected and shall otherwise remain effective
56 and valid.

57
58 **Section Seven. Adoption Clause.** That this Ordinance shall be in full force
59 and effect from and after its approval, adoption and publication as required by
60 law.

61

ORDINANCE NUMBER _____

**AN ORDINANCE ESTABLISHING A LATERAL HIRING PROCEDURE
WITHIN THE VILLAGE OF MONEE, A HOME RULE UNIT OF
GOVERNMENT, WILL COUNTY, ILLINOIS**

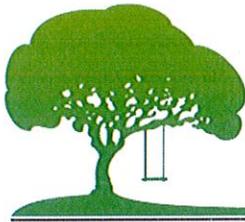
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Horne				
Raczek				
Youdris				
Gonzalez				

PASSED and APPROVED this _____ day of _____, 2018.

James Popp, Village Mayor

ATTEST:

Doneshia Codjoe, Village Clerk



J-7

ORDINANCE NUMBER _____

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN CRETE MONEE SCHOOL
DISTRICT 201-U AND 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

41 **Section Three. Repealer.** That all Ordinances or parts of Ordinances in
42 conflict herewith are expressly repealed.

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

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

ORDINANCE NUMBER _____

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN CRETE MONEE SCHOOL DISTRICT 201-U AND THE VILLAGE OF MONEE, A HOME RULE UNIT OF GOVERNMENT, WILL COUNTY, ILLINOIS

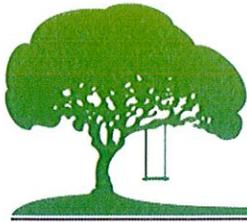
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Youdris				
Gonzalez				

PASSED and APPROVED this _____ day of _____, 2018.

James Popp, Village Mayor

ATTEST:

Doneshia Codjoe, Village Clerk



J-8

ORDINANCE NUMBER _____

**AN ORDINANCE APPROVING AN AMENDMENT TO THE ZONING
ORDINANCE UPON BEHALF OF BSTP MIDWEST, LLC, 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**

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

41 **Section Two—Zoning Amending.** That the property located at the
42 northeast corner of Ridgeland Avenue and Monee-Manhattan Road (PIN **21-**
43 **14-17-300-004/009**) be rezoned from M-1 to C-1 and the zoning map be
44 amended accordingly.

45
46 **Section Three—Repealer.** That all Ordinances or parts of Ordinances in
47 conflict herewith are expressly repealed.

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

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

ORDINANCE NUMBER _____

**AN ORDINANCE APPROVING AN AMENDMENT TO THE ZONING
ORDINANCE UPON BEHALF OF BSTP MIDWEST, LLC, WITHIN THE
VILLAGE OF MONEE, A HOME RULE UNIT OF GOVERNMENT, WILL
COUNTY, ILLINOIS**

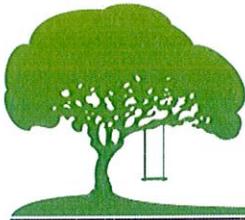
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Horne				
Raczek				
Youdris				
Gonzalez				

PASSED and APPROVED this _____ day of _____, 2018.

James Popp, Village Mayor

ATTEST:

Doneshia Codjoe, Village Clerk



J-9

ORDINANCE NUMBER _____

**AN ORDINANCE APPROVING THE ISSUANCE OF A
SPECIAL USE PERMIT ON BEHALF OF BSTP MIDWEST, LLC, 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**

39 **WHEREAS**, the Village is a home rule unit of government and has the
40 authority to adopt rules and regulations which govern its day to day affairs.

41
42 **NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Board of Trustees
43 of the Village of Monee, a Home Rule Unit of Government, Will County, Illinois,
44 pursuant to its home rule powers, as follows:

45
46 **Section One—Preambles.** That the preambles above set forth are
47 incorporated herein as if set forth in full.

48 **Section Two—Special Use Permit.** That the request for the issuance of a
49 Special Use Permit to allow for the operation of a convenience store, quick
50 service restaurant with a drive-thru, fuel center and retail based outlot site is
51 hereby approved. That this Special Use Permit is not assignable or
52 transferable to a third party without the consent of the Village of Monee
53 corporate authorities. That this Special Use Permit is subject to compliance
54 with all applicable federal, state and local rules and regulations.

55
56 **Section Three—Repealer.** That all Ordinances or parts of Ordinances in
57 conflict herewith are expressly repealed.

58
59 **Section Four—Savings Clause.** That in the event any portion of this
60 Ordinance is declared to be void, that such other parts or remainder of this
61 Ordinance shall not be adversely effected and shall otherwise remain effective
62 and valid.

63
64 **Section Five—Adoption Clause.** That this Ordinance shall be in full force
65 and effect from and after its approval, adoption and publication as required by
66 law.

ORDINANCE NUMBER _____

**AN ORDINANCE APPROVING THE ISSUANCE OF A
SPECIAL USE PERMIT ON BEHALF OF BSTP MIDWEST, LLC, WITHIN
THE VILLAGE OF MONEE, A HOME RULE UNIT OF GOVERNMENT, WILL
COUNTY, ILLINOIS**

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Raczek				
Youdris				
Gonzalez				

PASSED and APPROVED this _____ day of _____, 2018.

James Popp, Village Mayor

ATTEST:

Doneshia Codjoe, Village Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN
CRETE MONEE SCHOOL DISTRICT 201-U AND VILLAGE OF
MONEE, A HOME RULE UNIT OF GOVERNMENT**

THIS AGREEMENT is entered into between the Board of Education of Crete-Monee Community Unit School District 201-U (hereinafter referred to as the "School District"), and the Village of Monee, a Home Rule Unit of Government, Will County, Illinois (hereinafter referred to as the "Village"), in exercise of their intergovernmental cooperation powers under the Constitution of Illinois, the Illinois Government Cooperation Act, and the School Code. The School District and the Village are hereinafter sometimes jointly referred to as the "Parties". Both Parties have approved this Agreement and adopted it in the manner required by law.

WHEREAS, the Village, under its current organizational format, delegates its park and recreational programs to its Park Department hereinafter referred to as the Monee Park Department; and

WHEREAS, the School District and the Village propose to cooperate in providing quality programming for children who are enrolled in the School District and require supervision before and after the regular school day; and

WHEREAS, the School District is authorized to develop and maintain a program for before and after school care and enrichment, pursuant to Section ~~105 ILCS 5/10-22.18b~~ of the Illinois School Code, (105 ILCS 5/10-22.18b); and

WHEREAS, the School District and the Village propose to cooperate in a program to utilize their resources and share respectively, facilities and personnel to increase their capabilities to provide such service on the terms and conditions hereinafter set forth; and

WHEREAS, the Parties deem it to be in their respective best interests, and in the best interests of the youth and residents of the School District and the Village to enter into an

agreement concerning the development and maintenance of a program for before and after school care and enrichment; and

WHEREAS, Article VII, Section 10 of the 1970 State of Illinois Constitution authorizes units of local government, such as the School District and the Village to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance; and

WHEREAS, Section 3 of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/3, provides that any powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government where not prohibited by law; and

WHEREAS, Section 5 of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/5, further provides that any one or more units of local government may contract to perform any governmental service, activity or undertaking which any unit of local government entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the School District has been granted the control and supervision of school grounds and the authority under Section 10-22.10 of the Illinois School Code, 105 ILCS 5/10-22.10, to grant the use of school grounds, under such provisions and control as they may see fit to impose and for the conducting of recreational, social and civic activities in the school building or on the school grounds or both; and

WHEREAS, the parties hereto have determined that it is in their respective best interests to enter into this Agreement to secure to each the benefits of enhanced recreational facilities for the residents of the Village and the School District.

NOW, THEREFORE, in consideration for the foregoing recitals, and the mutual covenants and promises contained below, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

SECTION I

ESTABLISHMENT OF BEFORE AND AFTER SCHOOL PROGRAM

1. The Village, through its Park Department shall develop and maintain a jointly operated program (hereinafter the "Program") for before and after school care and enrichment, pursuant to the School Code.
2. The Village, ~~through its before and after school program, shall~~ staff ~~compensate any~~ and all employees necessary to operate this program the Program pursuant to the agreement with the School District. The Village shall provide all necessary ~~staffing~~ training, materials, supervision and management to effectively and safely operate the Program.
3. The ~~jointly-operated~~ Program's purpose shall be to provide a before and after school recreational, educational, and enrichment-based program for children who are enrolled in the Monee Elementary School. Parents will have their choice as to whether students would participate in either or both components.
4. The Program shall operate during the school term on a regular and partial attendance school days with the Before School Session operating from 7:00 a.m. until 9:00 a.m. and the After School Session operating from 3:30 p.m. dismissal to 6:30 p.m. The program will not operate on vacation days and school or national holidays, emergency days, snow days, ~~or~~ institute days or any other days for which there is no student attendance.

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5. Enrollment in the Program shall be open to all Monee Elementary students enrolled in kindergarten through fifth grade and up to the number of students who can be safely accommodated within the space provided by the School District. If more students attempt to enroll than can be accommodated by the space designated, the Village and the School District will meet to determine a selection criteria for the students or to modify the space available.

SECTION II

ADMINISTRATION AND FINANCE

1. The Parties shall each appoint a program representative who shall meet to consult and determine the overall administration of the Program. The Village may hire other personnel as it deems necessary. Personnel so in order to effectively and safely operate the Program. Any personnel employed to provide services for the Program must be qualified so as to meet the requirements of the School Code or otherwise under Illinois law, for the before and after school programs, and meet with the approval of the School District. The Village represents and warrants that any individuals will meet the requirements required by this paragraph and agree that the School District is relying upon this representation.
2. The Village shall hire ~~and~~, employ, train and supervise all personnel working in the Program. The School District, however, has the right to recommend the taking of certain disciplinary action against such personnel, including their termination or reassignment from the Program.

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3. The Village shall be responsible for all day-to-day functions of the Program, including but not limited to:

- a) Student registration.
- b) Student billing and fee collections.
- c) Employment, supervision and termination of personnel.
- d) Employee payroll and benefits.
- e) Any other general administrative functions as designated by the program representatives.

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SECTION III

VILLAGE REQUIREMENTS

1. The Village agrees to comply with all applicable state and federal laws and regulations and licensing governing the Program. The Village agrees to maintain all necessary licenses in order to operate the Program. All staff from the Village must submit to criminal background checks. ~~At least one individual on site at all times shall be fingerprint criminal background checks and shall not have any convictions which would preclude their employment under the Illinois School Code. The Village represents and warrants to the School District that these criminal background checks have been completed and reviewed by competent individuals who have determined that there are no prohibited convictions and further understand that the School District~~

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is relying upon this representation. At least one individual employed by the Village shall be on site at all times who is certified in Basic First Aid and CPR training. The Village shall timely notify the School District principals of any change to its staff.

2. The Village agrees to comply with all federal, state and local laws or license requirements concerning its employees on an ongoing basis during the term of this Agreement.
3. The Village shall supply, at its own cost, any and all necessary equipment to support the program~~Program~~ as it determines, including but not limited to: sports equipment, games, arts and crafts, tools for homework completion, ~~and~~ snacks and ~~drinks~~beverages. The Village shall ~~provide~~ clean up after the program ~~up to any standards set by the School District.~~
4. The Village shall provide cellular phone communication.
5. The Village shall provide a Program representative.

SECTION IV

SCHOOL DISTRICT REQUIREMENTS

1. While this Agreement is in full force and effect, the School District shall provide, at ~~its~~ Formatted: Justified its cost, the following items:

- a) A licensable space, with existing equipment, furniture and fixtures, to accommodate up to sixty (60) children;
- b) Storage area space;
- c) Fire extinguishers and any other safety equipment required by ~~state~~ authoritiesIllinois law as applicable to school buildings;

- d) Access to the cafeteria and outdoor playground, ~~which meets applicable, If either space does not meet licensure requirements as determined by the Village, the School District may choose to withdraw access to these areas or to make such modifications as deemed necessary to bring the space up to the~~ licensing requirements;
- e) Utilities, including but not limited to: heating, lighting, power, toilet facilities, hot and cold water will be provided and paid for by the school district;
- f) Refuse removal;
- g) A Program representative.

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SECTION V

PROGRAM FEES AND CHARGES

The Village shall provide the School District with a list or schedule of the fees and charges of the Program each and every year in which this Agreement is in full force and effect. The Village shall permit the School District to have input regarding the schedule of fees and charges for the Program with the final determination lying with the Village.

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SECTION VI

INDEMNIFICATION AND INSURANCE

1. The parties agree to maintain in full force and effect liability insurance ~~covering which provides coverage for~~ the operation of this the Program with ~~limits an aggregate limit of not less than Two Million Dollars (\$2,000,000.00).~~ In addition, the liability insurance policy in effect shall have a rider which covers claims for sexual abuse and/or misconduct and has a limit of not less than One Million Dollars

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(\$1,000,000.00). The parties shall list each other as a named insured under the respective insurance policies. Upon request, each party shall provide the other party with a certificate of insurance complying with the above.

2. The Village shall obtain and keep in force, during the terms of this Agreement, Workers' Compensation Insurance covering all personnel hired and employed by the Village for the Program up to those limits required by Illinois law.
3. The Village shall indemnify and hold harmless the School District and its officers, officials, board members, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to reasonable legal fees (attorneys' and paralegals' fees and court costs), arising from or in any way connected with any wrongful or negligent act or omission of the Village, including its officers, officials, employees, agents and volunteers (collectively "the Village"), except to the extent it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.
4. The School District shall indemnify and hold harmless the Village and its officers, officials, employees, volunteers, and agents from and against all claims, damages, losses and expenses, including but not limited to reasonable legal fees (attorneys' and paralegals' fees and court costs), arising from or in any way connected with any wrongful or negligent act or omission of the School District, including its officers, officials, employees, agents, and volunteers (collectively "the School District"), except to the extent it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other

right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.

SECTION VII

DURATION, TERMINATION AND AMENDMENT

1. The term of this Agreement shall be from August 1, 2018 to July 31, 2021, and shall continue from year to year unless terminated by either party.
2. Either party may terminate this Agreement, with or without cause, upon sixty (60) days advance written notice.
3. This Agreement may be amended at any time with the written approval of both Parties. Any amendment to this Agreement shall be attached to the original by means of an addendum.
4. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or implied, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.
5. Any notice required or permitted to be given to either Party under this Agreement shall be effective upon deposit in the United States mail, postage prepaid, addresses as follows:

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Notice to School District:

_____ c/o _____

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Superintendent

1500 Sangamon St.

Crete, IL 60417

Notice to Village: _____

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6. The terms and conditions set forth in this Agreement shall constitute the entire agreement between the School District and the Village unless otherwise agreed to in writing.

7. Any claims arising under this Agreement shall be brought in the Circuit Court of the Twelfth Judicial Circuit Court, Will County or the United States District Court for the Northern District of Illinois, Eastern Division and the parties agree to venue in these forums. This Agreement shall be construed under Illinois law.

8. The parties executing this Agreement on behalf of the Village and the School District warrant and represent that any and all actions required by law, policy or ordinance to approve this Agreement were properly taken prior to execution and understand that the either is relying upon this representation.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly designated officials, pursuant to a proper resolution of their respective governing bodies.

BOARD OF EDUCATION OF CRETE-MONEE _____
VILLAGE OF MONEE
MONEE COMMUNITY UNIT
SCHOOL DISTRICT 201U201-U

By: _____

By: _____

President

Village President

Attest:

Attest:

Secretary

Village Clerk

Dated: _____

Dated: _____

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