

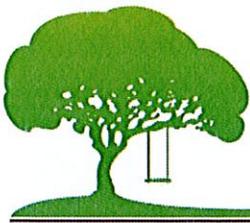


AGENDA FOR AUGUST 22, 2018 6:30PM
REGULAR MEETING OF THE MONEE VILLAGE BOARD OF TRUSTEES
VILLAGE of MONEE
Will County Illinois

PAGE 1 OF 2



- A. Call to Order by Mayor Popp
- B. Pledge of Allegiance to the Flag of the United States of America
- *Invocation*
- C. Roll Call
 - Monee Fire Protection District New Ladder Truck – walk around
- D. OPEN TO THE PUBLIC: Agenda items only! Please limit your comments to 3 minutes. You must come to the podium and give your name and address.
- E. Consent Agenda (**Any items to be removed should be stated to the Clerk prior to calling meeting to order.**)
All items on the Consent Agenda will be enacted in one motion. There will be no separate discussion of these items unless a board member so requests, in which event, the item will be removed from the Consent Agenda and considered as the first item after the approval of the Consent Agenda.
 - 1. Minutes of the Regular Village Board Meeting of 08/08/2018
 - 2. Minutes of the Regular Planning & Zoning Meeting of 07/18/2018
 - 3. Letter of Recommendation from Planning & Zoning Re: A Variance Application as Submitted by Melissa Kvasnicka for the Property Located at 5235 W. Court Street
 - 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: EMA Mutual Aid Agreement
 - 2. Board Action Request Re: Will County Land Use Public Hearing
 - 3. Board Action Request Re: Test Well Payment #2 (Partial)
 - 4. Board Action Request Re: Geotechnical Engineering Services Proposal
 - 5. Board Action Request Re: Phase 1 Environmental Site Assessment
- I. Officials' Report
 - 1. Public Works
 - 2. Parks & Recreation
 - 3. Finance
 - 4. Economic Development
 - 5. Building Services
 - 6. Public Safety



AGENDA FOR AUGUST 22, 2018 6:30PM
REGULAR MEETING OF THE MONEE VILLAGE BOARD OF TRUSTEES
VILLAGE of MONEE
Will County Illinois

PAGE 2 OF 2



J. Attorney's Report

1. Discussion/Approval of an Ordinance Re: Permitting the Use of Golf Carts on Village Owned Street
2. Discussion/Approval of an Ordinance Re: Unmanned Aircraft
3. Discussion/Approval of an Ordinance Re: Variance Application for the property located at 5235 W. Court Street.

L. Old Business:

1. Republic Services Request for an Increase
2. McCorkle Outlot – Proposed building of homes (tabled from the June 27, 2018 Mtg)

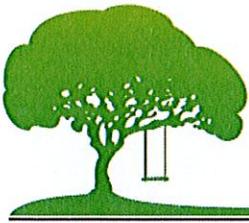
M. New Business:

N. 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.

O. Executive Session:

P. Adjournment:

Posted on 08/20 /2018 @ 6:05 pm
Doneshia Codjoe, Village Clerk



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

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

Invocation - Pastor Peggy Johnson

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

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

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 07/25/2018
2. Payroll Ending 07/07/2018
3. Payroll Ending 07/21/2018
4. Payroll Ending 07/31/2018
5. Bills

Item(s) removed from The Consent Agenda

Motion was made to approve the Consent Agenda. Trustee Raczek Moved, Trustee Youdris Seconded...Roll Call Vote Ayes: Trustees Gray, Horne, Raczek, Youdris (4) Nays: NONE (0) Motion Carried

F. **Clerk's Report** – No Report!

G. **Mayor's Report** – No Report!

H. **Administrator's Report**

1. **Board Action Request Re: District 201-U Intergovernmental Agreement** – Up for Review
2. **Board Actin Request Re: IPBC Resolution** – Administrator Wallace shared that the Franciscan St. James Hospital in Chicago Heights will be closed as of August 29, 2018 and all Emergency & Labor/Delivery services going forward will be at the Franciscan St. James Olympia Fields located at 20201 S. Crawford Ave in Olympia Fields. Motion was made to approve Resolution. Trustee Youdris Moved, Trustee Gray Seconded...Roll Call Vote Ayes: Trustees Horne, Raczek, Youdris, Gray (4) Nays: NONE (0) Motion Carried **Resolution #2018-2**
3. **Board Action Request Re: Purchase of Real Estate** – Motion was made to approve. Trustee Gray Moved, Trustee Raczek Seconded...Roll Call Vote Ayes: Trustees Horne, Raczek, Youdris, Gray (4) Nays: NONE (0) Motion Carried

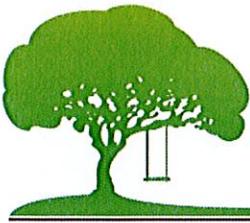
I. **Officials' Report**

1. **Public Works** – Trustee Gray shared that the train tracks east of Bimba will be closed at the end of August for about 7 days. Regarding mosquito truck spraying – DPW Superintendent DJ Kruzel shared



that they alert residents of upcoming mosquito spraying via Facebook as that is the quickest way to notify and there are flyers on this also at the Village Hall. He stated that we are registered by law to be able to spray and it is a non-lethal chemical that doesn't post any harm to respiratory in humans or pets. When people are seen walking while we spray, we stop out of respect due to the sound, the light and to not spray on them even though it's not harmful to them.

2. **Parks & Recreation** – Trustee Horne shared that that our Fall Fair is just around the corner and they are in need of volunteers for the event and different areas, any time that can be given. September 7-9, 2018. If anyone has anything to be added into the Newsletter, notify us right away as the deadline is quickly approaching.
 3. **Finance** – No Report!
 4. **Economic Development** – Trustee Youdris shared that the Economic Development team is working hard keeping up with existing projects going on throughout the Village and looking at the any opportunities the Village has for improvement going forward.
 5. **Building Services** – Trustee Raczek shared that there have been applications for two new homes have been submitted to the Village. Rental property Ordinance packages and registrations have been sent out to all the homeowners/landlords. Trustee Raczek held a committee meeting on having a golf cart Ordinance. Motion was made to allow our Village Attorney to draft an Ordinance allowing golf carts to be used on Village streets. Trustee Raczek Moved, Trustee Youdris Seconded...Roll Call Vote Ayes: Trustees Raczek, Youdris, Gray, Horne (4) Nays: NONE (0) Motion Carried
 6. **Public Safety** – Chief Koerner shared to the residents that if you happen to find items such as old grenades, explosives and things similar that may have been souvenirs from War Veteran relatives, please take them directly to the Cook or Will County Sherriff's Department as this has been happening statewide, descendants finding them. We had an arrest in Gary Indiana, a warrant for a violent home invasion in Monee from a year ago, Jameel Bush. Kudos to the investigators. On behalf of Trustee Holston, Chief Koerner asked that the board would authorize the drafting of an Ordinance regulating the use of drones as there have been a few incidents involving drones and having little enforcement power due to current state laws. Motion was made to allow for drafting an Ordinance regulating the use of drones. Trustee Raczek Moved, Trustee Youdris Seconded...Roll Call Vote Ayes: Trustees Youdris, Horne, Raczek (3) Nays: Trustee Gray (1) Motion Carried
- J. Attorney's Report – Discussion/Approval of an Ordinance Re: The Raising of Chicken Hens in the Village Limits** – Trustee Raczek Moved, Trustee Horne Seconded...Roll Call Vote Ayes: Trustees Gray, Horne, Raczek, Youdris (4) Nays: NONE (0) Motion Carried **Ord #1870**
- K. Discussion/Approval of an Ordinance Re: Variance Application Submitted by Stephanie Rasmussen for the property located at 25810 A. Chestnut** – Trustee Raczek Moved, Trustee Youdris Seconded...Roll Call Vote Ayes: Trustees Raczek, Youdris (2) Nays: Trustees Gray, Horne (2) Tie Broken: Mayor Popp Aye (1) Motion Carried **Ord #1871**
- L. Old Business:**
1. **Creamery Lease** – (Tabled until August 8, 2018 meeting.) – Motion was made to remove from being tabled. Trustee Raczek Moved, Trustee Horne Seconded...Roll Call Vote Ayes: Trustees Horne, Raczek, Youdris, Gray (4) Nays: NONE (0) Motion Carried



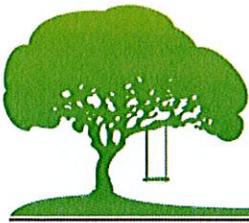
Motion was made to approve lease agreement between The Village of Monee and The Monee Historical Society. Trustee Gray Moved, Trustee Raczek Seconded...Roll Call Vote Ayes: Trustees Horne, Raczek, Youdris, Gray (4) Nays: NONE (0) Motion Carried

2. **McCorkle Outlot – Proposed building of homes** (tabled from the June 27, 2018 Mtg.) – Administrator Wallace asked that this remain tabled.
3. **Republic Waste Services** – Administrator Wallace stated that the fee that the Republic services representative mentioned at the last meeting will be on the agenda for the next board meeting for board action. Also it was shared that there has been a video uploaded on our Village splash page from Republic Services for residents to watch regarding proper recycling procedures.

M. New Business: Trustee Horne stated that there is at least one location of blue boxes in town that are ill maintained and there is no ownership shown or known and calling the 800 number on it goes straight to a voicemail. Trustee Horne stated that 2-4 years ago, there was an ordinance concerning this that was voted down and he believes that it's time to revisit it again. He believes that either the Parks & Recs Committee can look into this or Public Safety Committee. Mayor Popp stated that he believes that the administration can handle this and not have the committees do so. Trustee Gray asked why jump the gun as this was a one time that it hasn't been picked up on time and just monitor it from here. Trustee Horne stated that he spoke to several managers within the Plaza and they shared that there are other times that debris have been outside of the box also. Trustee Youdris questioned if someone has to have permission from the board in order to be able to place a box like this in the Village. Administrator Wallace stated that they are normally placed on private property where they'd have to contact them directly, not the Village. Trustee Horne questioned if we have the authority to have the boxes removed without their knowledge and Administrator Wallace stated that he doesn't think we will have an issue going forward.

N. Open to Public: James Dermody 26057 Ruby St – Stated that he noticed increased police patrols around the shooting house and just wanted to say thank you. Pastor David Short, on behalf of himself The Monee Alliance of Churches and the 200+ Volunteers who worked tirelessly in quite a bit of heat last week, Love in Action – Monee was a success. Thanks to the Village of Monee for the amazing support and backing. A big thank you to the Mayor, Administrator Wallace, Diana Kroll, Village board, Monee Police, First Responders, and DPW as without the help, we would have never been able to accomplish all that was accomplished. 18 service projects were done in Golf Vista, facelift to the Creamery, assisted the school district in painting and planting flowers, distributed food and fresh produce to over 300 families (almost 1300 individuals), over 15 pounds of produce alone came from our Monee Community Garden that was started last year. We gave away tons of books and clothes, 36 free haircuts, provided several jobs, installed two micro pantries and we're just extremely grateful for the support as we are really making a great impact. Seamus Flannigan Eagle Fair Estates – Stated that he applied for another permit in Eagle Fair Estates and was notified that there was a \$4000 impact fee again however he has the letter signed by the Mayor and Clerk stating that it was lifted. He was under the impression that the fees were waived on all of his lots. The Village Attorney will be looking into this matter and contact him as no action can be taken by the board since it was not on the agenda.

O. Executive Session:



MINUTES FOR AUGUST 08, 2018 6:30PM
REGULAR MEETING OF THE MONEE VILLAGE BOARD OF TRUSTEES
VILLAGE of MONEE
Will County Illinois



1. Collective Bargaining 5ILCS 120/2 (C) (5)
2. Purchase of Lease of Real Property 5 ILCS 120/2 (C) (5)

Motion made to move to Executive Session @7:19pm. Trustee Raczek Moved, Trustee Horne Seconded...Roll Call Vote Ayes: Trustees Raczek, Youdris, Gray, Horne (4) Nays: NONE (0) Motion Carried

Motion Made to reconvene Regular Board Meeting @7:37pm. Trustee Raczek Moved, Trustee Horne Seconded...Roll Call Vote Ayes: Trustees Gray, Horne, Raczek, Youdris (4) Nays: NONE (0) Motion Carried

P. Action Regarding Executive Session: NONE

Q. Adjournment- Motion Made to Adjourn Meeting @7:37pm. Trustee Raczek Moved, Trustee Horne Seconded...Roll Call Vote Ayes: Trustees Gray, Horne, Raczek, Youdris (4) Nays: NONE (0) Motion Carried

Mayor Popp

Clerk Codjoe

DRAFT



E-2

ROLL CALL

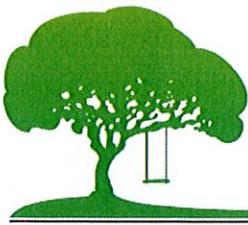
Chairperson Bartlett called the July 18, 2018 Regular Meeting of the Plan Commission and Zoning Board of Appeals to order at 6:30pm. Commission Members present were: Bartlett, Bugner, Dresback, Dettlaff, Finnen, Kanneh, Neri (7). Absent: None (0).

OTHERS PRESENT: Administrator Wallace & Deputy Clerk Powell (See list)

APPROVAL OF MINUTES: Minutes of the Regular Meeting of June 20, 2018. Bugner moved, Dresback seconded to approve the minutes from the Regular Meeting of June 20, 2018. Roll call vote. Ayes: Bartlett, Bugner, Dettlaff, Dresback, Finnen, Kanneh Neri (7). Nays: None (0). Motion carried.

PUBLIC HEARING: -Variance Application as Submitted by Stephanie Rasmussen for the Property located at 25810 S. Chestnut Rd. Finnen moved, Kanneh seconded to open the Public Hearing for a Variance Application as Submitted by Stephanie Rasmussen for the property located at 25810 S. Chestnut. Roll call vote: Ayes: Bartlett, Bugner, Dettlaff, Dresback, Finnen, Kanneh, Neri (7). Nays: None (0). Motion carried.

Mr. & Mrs. Rasmussen were both present. Mr. & Mrs. Rasmussen are seeking a variance to allow for a building height of 17' 4" which is a variation of 7'4" from the allowable 10' building height code, 11-4-7 D. Mr. & Mrs. Rasmussen stated that they need to build a 40 by 72 foot pole barn so that they can store several of their commercial vehicles in it and outsite. Additionally the building will be white and blue to match the house Administrator Wallace stated that this property is zoned commercial, which makes it legal nonconforming. Finnen asked what type of vehicles? Mr. Rasmussen stated 450's and box trucks. Bartlett inquired as to how many vehicles, Mr. Rasmussen stated six (6) trucks and two (2) trailers. Finnen questioned what type of business they have and if they have a business license. Mr. Rasmussen stated no and added that they are not running a business out of their home they just need to store their commercial vehicles here and that he is a contractor and he does a lot of commercial welding. Bartlett asked if there were people coming to their home to conduct business. Mr. & Mrs. Rasmussen both stated no. Administrator Wallace stated that C-1 zoning doesn't allow for the commercial business that is being operated here. Mr. & Mrs. Rasmussen both stated again that they are not running a business out of their home everything is done off site. Bugner stated that code requires it to be a 30ft or 25ft setback and this only 20ft. There was further back and forth discussion regarding setbacks, as this property is unique, in the fact that is being used as residential but is zoned commercial. Gary Harrison of 25820 Chestnut, the neighbor to the south of this property, was present. Mr. Harrison stated that a building of this size is larger than his house and could hold 30 vehicles. Mr. Harrison doesn't have a problem with a building, just not this large of a building. Mr. Rasmussen stated that the door has to be 14 ft, to allow the dump trailers to get in. Renee Clingen of 25800 S. Chestnut, the neighbor to the north was present. Mrs. Clingen stated that her major concern is with the already drainage issues she is having in her home due to grading issues that have already been done on this property. Mrs. Clingen feels that building this proposed pole barn will make flooding and drainage issues in her home worse. Mrs. Clingen added that she has called and come up to the Village several time about this and that Village employees have come out and looked at it, but yet nothing has been done to correct this problem. Administrator Wallace stated that the Village is aware of the drainage issues in that area and that a lot of gravel has been hauled in there and that these two (2) issues will be addressed. Administrator Wallace reminded the commission that what is before them is a variance for the



height of this proposed building. Any other issues will be addressed during the permitting process, if this gets approved.

Finnen moved, Dresback seconded to close the Public Hearing for a Variance Application as Submitted by Rasmussen for the property located at 25810 S. Chestnut Rd. Roll call vote. Ayes: Bartlett, Bugner, Dettlaff, Dresback, Finnen, Kanneh, Neri (7). Nays: None (0). Motion carried.

Administrator Wallace read the Standards of Issuance under code 11-2-7 (D), for the record. 1.) Because of the particular surroundings, shape, or topographical conditions of the specific property involved, a practical difficulty or particular hardship to the owner would result, as distinguished from a mere inconvenience if the strict letter of the regulations were to be carried out. 2.) The conditions upon which an application for a variation is based are unique to the property for which the variation is sought, and are not applicable, generally, to other property within the same zoning classification. 3.) The purpose of the variation is not based exclusively upon a desire to increase financial gain. 4.) The alleged difficulty or hardship is caused by this title and has not been created by any persons presently having an interest in the property. 5.) The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located, and 6.) The proposed variation will not impair adequate supply of light and air to adjacent property, or substantially increase the congestion of the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

Finnen moved, Kanneh seconded to send an unfavorable recommendation to the Village Board of Trustee's for the Variance Application as Submitted by Stephanie Rasmussen for the Property Located at 25810 S. Chestnut Rd. Roll call vote. Ayes: Bartlett, Bugner, Dresback, Dettlaff, Finnen, Kanneh, Neri (7). Nays: None (0). Motion Carried.

NEW BUSINESS:- Bluestone Single Tenant Properties LLC-Proposed Site Plan: Administrator Wallace explained that this item is a new project on the horizon and no action needs to be taken on this tonight just wants to get the commission familiar with it. Troy Paionk and Mike MacKinnon, with Bluestone Single Tenant Properties LLC., were present. Mr. Paionk explained that they are proposing to construct a fuel center at the north east corner of Monee-Manhattan Rd. and Ridgeland Ave. equipped with a store and restaurant. (I copy of the proposed site plans were given to the commission members in their packet) Mr. Paionk stated that there will be three (3) different access points with a right in right out, there would be two (2) off of Ridgeland Ave. one (1) for vehicles only and one (1) for trucks only. Mr. Paionk stated that he has been talking with the Village, and as a result of those talks, the southern most entrance has been moved and they have reduced the amount of truck stalls. Bartlett asked what fast food restaurant would be. Mr. MacKinnon stated that they do not have definite tenant at this time and added that they typically sign on after construction gets going. Bugner feels that the drive through area is a little tight and asked if there would be showers for the truck drivers. Mr. Paionk stated that there are no plans for showers at this time. Dresback asked if there would be overnight facilities for the truck drivers. Mr. Paionk stated no. Dresback asked how much gas is projected to sell there. Mr. Paionk stated approximately 250,000 gallons of fuel and 500,000 gallons of diesel. Neri asked if there are any plans on widening Ridgeland Ave with this proposed project, as there is already huge hurdles of traffic there. Administrator Wallace stated that Ridgeland Ave. is projected for reconstruction with a start time of spring 2019. Lance Becvar of 6532 Cedar Ct. was present. Mr. Becvar stated he does not care whether Monee-Manhattan Rd & Ridgeland Ave. are county roads or not they need to be widened. Additionally he feels that this proposed project is a recipe for disaster and he feels that the Village needs to look at the fact that there is no buffer between residential and commercial and industrial. Sonia Bielak of 6437 Lakeway Dr.. Ms. Bielak is



MINUTES FOR JULY 18, 2018 6:30PM
REGULAR MEETING OF THE PLANNING & ZONING BOARD OF APPEALS
VILLAGE of MONEE
Will County Illinois

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not happy about this proposed project since traffic is already so congested between 6:00pm and 6:30pm at this intersection. Ms. Bielak is also concerned about it being open 24 hours. Ken Vasecka of 5824 Roosevelt was present. Mr. Vasecka asked how many full and or part time jobs, will this project create. Mr. stated that it will defiantly create jobs, exactly how many he did not know at this time.

ADJOURNMENT

Finnen moved, Bugner seconded to adjourn at 7:52p.m. Roll call vote. Ayes: Bartlett, Bugner, Dettlaff, Dresback, Kanneh, Finnen, Neri (7). Nays: None (0). Motion carried.


Michelle Powell, Deputy Village Clerk



VILLAGE of MONEE
Will County Illinois



E-3

Mayor

James F. Popp

Village Clerk

Doneshia Codjoe

08/16/2018

Village Deputy Clerk

Michelle Powell

Trustees

Janet Blue

Bill Gray

David Holston

Doug Horne

Anthony Raczek

Scott Youdris

A Motion was made by Neri, seconded by Dresback, to send a Favorable Recommendation to the Village Board of Trustees for the Variance Application, for the installation of a fence, as Submitted by Melissa Kvasnicka for the Property Located at 5234 W. Court Street.

P&Z Chair

Sheila Bartlett

Treasurer

Norbert Snow

Administrator

David Wallace

A Vote of four (4) Ayes, None (0) Nay, three (3) Absent was taken at the August 15, 2018 Regular Meeting.

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

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

APPLICATION FOR VARIANCE
VILLAGE OF MONEE

To: President and Board of Trustees
Village of Monee
5130 West Court Street
Monee, IL 60449

Pursuant to village Ordinance, the undersigned files this Application for a variance from the provisions of the Zoning of the Village of Monee, as amended, and being first duly sworn on oath, deposes and states as follows:

1. Name and Address of Owner: Melissa Kvasnicka
5235 W. Court Street
Tel. No. 708-203-7780 Monee, IL 60449

2. Name and Address of Applicant
If not owner: N/A
Tel. No. _____

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

<u>NAMES</u>	<u>ADDRESSES</u>
<u>N/A</u>	_____
_____	_____
_____	_____

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

3. Name and Address of Attorney for Applicant: N/A
Tel. No. _____

4. If Applicant is not Owner, state interest Applicant has in the property: N/A

5. The present Owner has owned the subject property for 10 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: 5235 W. Court Street Monee, IL 60449

And the tax parcel permanent index number is: 21-14-21-308-001-0000

7. The legal description of the property involved is as set forth on evidence of title referred to Paragraph 5 above, and attached as Exhibit "A".

9. The names and addresses of all real estate taxpayers of record within 150 feet of the subject property are:

<u>Name</u>	<u>Address</u>	<u>Zoning Classification</u>
Joshua & Daniel Rodig	6266 W. Court Street	R-1
Kenneth Zohfeld	25843 S. Middlepoint	R-1
Village of Monee-village clerk	5130 W. Court Street	Public Land
Claudia Kircher	5251 W. Court Street	R-1
Frank & Gloria Bishop	Box 438	R-1
Gary & Judy Zelinski	25910 S. Eastgate Dr.	R-1
William & Judith Knabe	6232 W. Main Street	R-1
James & Brian Zabel	25903 S. Eastgate Dr.	R-1
Gordon Sharp	25911 S. Eastgate Dr.	R-1
Norman & Eleanor Raxroat	25817 S. Eastgate Dr.	R-1
Chicago Title & Trust TR.PNH-W 84058	10 S. LaSalle St. STE 2760 Chicago IL 60603	R-1

10. The present zoning classification of the subject property is: R-1

11. The present use of the premises is: Residential

12. Set forth specifically the nature of the variation requested and the Zoning Code section involved: Requesting a variance from Title 11, Chapter 6, Section 7 H 2 of the zoning code to allow for a six foot (6') privacy fence in the rear and corner side yard of my property.

13. State in detail the reasons for the request: To allow my young child and dog the ability to play in a fenced yard and provide a protected and safe environment. The fence would also serve to remove from public view an accessory building.

14. State proposed use of the premises if variation granted: The premises would continue as a single family residence and use.

15. Information regarding conditions which must all be met to grant a variance under Village Ordinance and State statute:

(a) Property in questions cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations of the district in which it is located for the following reasons: Due to the nature of the lot and the layout of the house there is no back yard to speak of. Additionally, the lot is a thru lot with two (2) corner side yards which provides serious limitations for the installation of a fence.

(b) The plight of the Owner is due to circumstances that are unique to the property in questions for the following reasons: The layout of the lot and house was done many years ago and does not provide for a conventional back yard under the current code.

(c) The variation if granted will not alter the essential character of the locality in which the property in question is located for the following reasons: The proposed fence, although even with the front building line of the house, is further off of Court Street than a fence to the east. The character of the area will not be changed from the residential appearance simply due to the construction of the fence.

16. Attached hereto is a Plat Plan or 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.)

16. Is new construction planned for property? Yes _____ No X
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: 7-30-18
(Individual Owners)

Melissa Kvasnicka
Signature
Melissa Kvasnicka
Signature

(Trustee of Corporate Ownership)

(Type or Print Name)

By: _____
(Signature of Authorized Party)
Corporate or Trustee Signature

Melissa Kvasnicka Attest: _____
(Type of Print Name)

(Applicant if not Owner)

SUBSCRIBED and SWORN to by the above Owners and Applicant this 30th day of July, 2018.

Michelle M. Powell
Notary Public

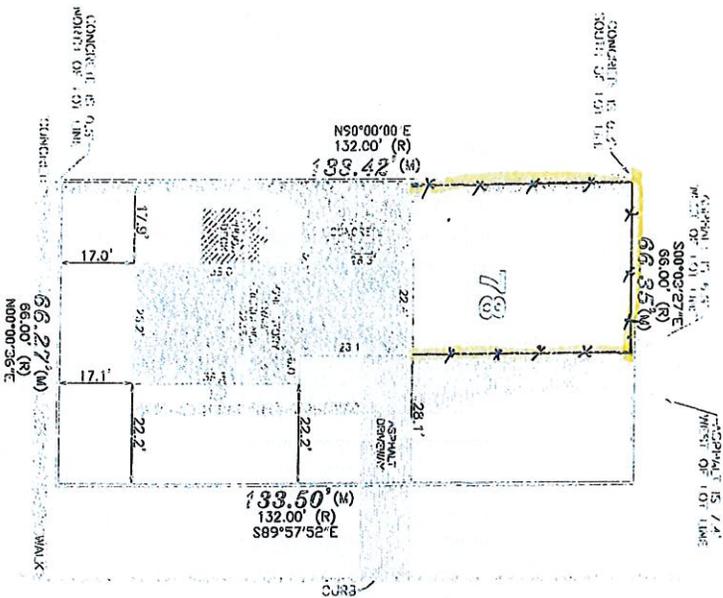


PLAN OF SURVEY

LOT 78 IN VILLAGE OF MONK AS Laid Out by Reference on the Northeast 1/4 of the Southwest 1/4 of Section 21, in Township 36 North, and in Range 13 East of the Third Principal Meridian, in Will County, Illinois.

COMMON ADDRESS: 2225 WEST COURT STREET

NOTE:
(R) = RECORDED
(M) = MEASURED



COURT STREET

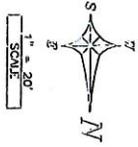
EAST GATE AVENUE



1982 S. 3011 ROAD (709) 845-1145
 HOMER GLEN, IL 60491 FAX (709) 845-1145
 WWW.JMTSURVEY.COM



STATE OF ILLINOIS } S. S.
 COUNTY OF WILL }
 I, JAMES M. TAYLOR, Surveyor, do hereby certify that the above described and that the hereon drawn plan is a correct representation thereof.



Use on this 25th Day of APRIL 20 14.

E-4

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 ADVANCE AUTO PARTS			110.39	
7758821861325	01-21-520	PD MAINT		55.19
7758821861325	05-00-520	EMA MAINT		55.20
01 ALPHA PRIME COMMUNICATIONS, IN			794.00	
138137	01-21-833	SQUAD CAR RADIO		794.00
01 AMAZON CAPITAL SERVICES, INC			41.97	
17M4-XY4J-VNV3	08-00-831	COMPUTER ADAPTER DPW		41.97
01 AMAZON PAYMENTS, INC			217.50	
08/08/18	01-22-514	MAINT V.H.		217.50
01 AUBURN SUPPLY CO.			1106.33	
52122306.001	01-22-512	SUMP PUMP MAINT. V.H.		1106.33
01 CHRISTINE CALLARD			40.00	
08/04/18	01-70-525	ZUMBA		40.00
01 CINTAS CORPORATION #319			1366.16	
319440618	01-22-513	PD CLEANING		421.89
319446227	01-22-513	PD CLEANING		421.89
319446504	01-22-513	PD CLEANING		45.00
319446616	08-00-664	UNIFORMS		62.52
319446616	02-00-664	UNIFORMS		48.99
319446616	01-22-511	P.B. CLEANING		56.13
319446616	01-22-514	DPW CLEANING		73.64
319446616	01-22-512	V.H. CLEANING		37.88
319447389	01-22-514	DPW CLEANING		22.53
319447389	01-22-512	V.H. CLEANING		110.32
319447389	01-22-511	PARK BUILDING CLEANING		65.37
01 COMED			2372.36	
02161-08/03/18	08-00-574	LIFT STATION, EAGLE FAIR		180.70
06044-07/27/18	08-00-573	25900 CHESTNUT. WELL HOUSE 3		992.59
09070-07/27/18	02-00-577	STREET LIGHT. 5501 MAINT ST		10.06
13100-08/01/18	02-00-577	MM/TFLT RT/25; I-57		619.26
17039-07/30/18	02-00-577	5608 SUTTON PL. STREET LIGHT		8.81
19004-07/30/18	08-00-574	25629 LINDEN LIFT STATION.		48.08
24396-07/27/18	02-00-577	STREET LIGHT. ROUND-A-BOUT		63.58
38062-08/03/18	08-00-574	LIFT STATION. DERBY MEADOWS		81.19
58032-07/27/18	02-00-577	CONTROLLER. GOVERNORS HWY		63.30
66004-07/27/18	08-00-574	STORM LIFT STATION EAGLE FAIR		153.08
67061-07/30/18	02-00-577	5602 SUTTON PLACE STREET LIGHT		8.68
94013-07/27/18	08-00-574	5880 TRITON DR.INDUSTRIAL LIFT STAT		143.03
01 CORE & MAIN LP			95.03	
J284001	08-00-521	WATER SYSTEM MAINT		65.13
J284019	08-00-521	WATER SYSTEM MAINT		29.90
01 EAGLE UNIFORM CO., INC.			323.50	
267161	01-21-664	UNIFORMS/ARSENEAU		161.00
267325	01-21-664	UNIFORMS/CRESCENTI		38.50
267391	01-21-664	UNIFORMS/ARSENEAU		124.00
01 PETER FARIAS			50.00	

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
08/04/18	01-70-525	MUAY THAI		50.00
01 FEDEX 6-261-76510	01-21-551	PD POSTAGE	97.80	97.80
01 PINKERTON OIL/GAS CITY 314548	01-00-160	GAS	1113.09	1113.09
01 DENNIS GIANOPOLUS P.C. 07/18/18	01-21-583	SERVICES FOR JUNE 2018	600.00	600.00
01 LAWRENCE R. GRYZEWSKI 08/01/18	01-00-583	ATTORNEY SERVICES FOR JULY 2018	3800.00	3800.00
01 GTSAC INC. 2018114	01-00-585	TECH SUPPORT	490.00	490.00
01 ILLINOIS FIRE & POLICE EQUIP. 30397	01-21-664	UNIFORMS/T.LAZZARONI	144.00	144.00
01 ILEAS DUES7691	01-21-561	PD DUES	120.00	120.00
01 JOHN DEERE FINANCIAL 1735986	08-00-520	UNIT B MAINT	57.61	57.61
01 THOMAS J. KNUTH 08/01/18	01-21-583	PROSECUTION SERVICES FOR JULY 2018	1000.00	1000.00
01 TAMMY KRYZA 08/04/18	01-70-525	YOGA	30.00	30.00
01 MENARDS 80994 80994 81544 81676 81676 81676	08-00-653 02-00-530 01-22-514 02-00-653 08-00-653 01-22-510	DPW MAINT STREET STRIPING DPW MAINT GRINDING WHEEL;TOOLS FLUTE MASONRY; TOOLS CREAMERY MAINT	361.66	10.97 99.88 19.34 12.99 10.48 208.00
01 MICHAEL JOHNSON JULY 2018	01-61-425	SERVICES FOR JULY 2018	1888.00	1888.00
01 NAPA AUTO PARTS MONEE 129251 129253	01-22-653 01-22-653	MOWER MAINT MOWER MAINT	53.01	50.32 2.69
01 RAY O'HERRON, CO., INC. 08/01/18	01-21-653	FINANCE CHARGES	5.75	5.75
01 PAVEMENT MAINTENANCE SUPPLY WA 13219	02-00-528	STREET MAINT. GLASS BEADS	966.00	966.00
01 PEARL CHRYSLER DODGE JEEP 163653 96849	01-21-520 01-21-520	PD CAR REPAIRS. UNIT 1402 PD 1401	496.05	279.30 216.75
01 RAINBOW FARMS ENTERPRISES, INC 36327	01-22-516	RED MULCH	72.00	72.00
01 RWK IT SERVICES 4966 4979	01-21-585 01-21-585	PROFESSIONAL SERVICES JULY 2018 SERVER MAINT	1275.00	825.00 450.00
01 MARIE RZAB 08/04/18	01-70-525	YOGA	60.00	60.00

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 TYSON ENGINEERING 18070068	08-00-581	14-T402. INDUST. DISTRICT IMPROVE.	863.75	863.75
01 TIFCO INDUSTRIES 71378246	02-00-520	ROAD AND BRIDGE	279.24	93.08
71378246	08-00-520	WATER		93.08
71378246	01-21-520	PD		93.08
01 TOM'S TRUCK REPAIR SOUTH INC. SL8935	08-00-520	SAFETY TEST FOR VEHICLES	129.00	58.50
SL8935	02-00-520	SAFETY TEST FOR VEHICLES		70.50
01 TRIBUNE MEDIA GROUP CTCM918150	01-00-673	PUBLICATION	143.08	78.84
CTCM925822	01-00-673	PUBLICATION		64.24
01 NEOPOST USA, INC 15470408	01-21-551	POSTAGE MACHINE	125.40	125.40
01 GLOVER WASHINGTON 08/04/18	01-70-525	TAE KWON DO.	30.00	30.00
01 WILL COUNTY TREASURER MONEE2018	01-21-583	2018 SERVICES	3618.89	3618.89
01 WIPFLI I298477	06-00-580	AUDIT SRVCS,YR ENDING APRIL 30 2018	1660.00	1660.00
** TOTAL CHECKS TO BE ISSUED			25996.57	

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FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
CORPORATE FUND			19323.66	
ROAD & BRIDGE			2065.13	
EMA			55.20	
AUDIT & ACCOUNTING			1660.00	
WATER & SEWER			2892.58	
*** GRAND TOTAL ***			25996.57	
TOTAL FOR REGULAR CHECKS:			25,996.57	

=====
A/P MANUAL CHECK POSTING LIST
POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)
=====

PAYABLE TO REG# INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DISTR
01 ILLINOIS ATTORNEY GENERAL 173 07/13/18	08/09/18 01-21-352	25969 SEX OFFENDER REGISTRANT	150.00	150.00
01 TREASURER, STATE OF ILLINOIS 173 07/13/18	08/09/18 01-21-352	25970 SEX OFFENDER REGISTRATION	25.00	25.00
01 ILLINOIS STATE POLICE 173 07/13/18	08/09/18 01-21-352	25971 SEX OFFENDER REGISTRANT	150.00	150.00
** TOTAL MANUAL CHECKS REGISTERED			325.00	

=====
REPORT SUMMARY
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CASH FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	25996.57	325.00	26321.57
TOTAL CASH	25996.57	325.00	26321.57

DISTR FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	19323.66	325.00	19648.66
02	2065.13	.00	2065.13
05	55.20	.00	55.20
06	1660.00	.00	1660.00
08	2892.58	.00	2892.58
TOTAL DISTR	25996.57	325.00	26321.57

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 ADVANCE AUTO PARTS 7758822161444	01-61-520	TAURUS MAINT	230.21	230.21
01 VERIZON WIRELESS			1693.32	
9810802070	01-00-552	PHONE		163.65
9810802070	01-00-552	PHONE		64.55
9810802070	01-21-552	PHONE		461.88
9810802070	01-21-552	PHONE		108.07
9810802070	01-21-552	PHONE		72.02
9810802070	01-61-552	PHONE		54.55
9810802070	01-70-552	PHONE		54.55
9810802070	05-00-552	PHONE		108.03
9810802070	08-00-552	PHONE		36.01
9810802070	08-00-552	PHONE		36.03
9810802070	08-00-552	PHONE		36.05
9810802070	08-00-552	PHONE		54.55
9810802070	01-00-552	PHONE		36.94
9810802070	01-00-552	PHONE		36.94
9810802070	01-21-552	PHONE		36.94
9810802070	01-21-552	PHONE		36.94
9810802070	01-21-552	PHONE		36.94
9810802070	01-61-552	PHONE		36.94
9810802070	01-70-552	PHONE		36.94
9810802070	05-00-552	PHONE		36.94
9810802070	08-00-552	PHONE		36.94
9810802070	08-00-552	PHONE		36.94
9810802070	08-00-552	PHONE		36.94
9810802070	08-00-552	PHONE		37.04
01 ANCEL GLINK DIAMOND 65680	01-00-583	PUBLIC WORKS NEGOTIATIONS 07/2018	2362.50	2362.50
01 AQUA ILLINOIS 66356-07/25/18	08-00-535	25530 CLEVELAND DPW 2	190.41	190.41
01 THE BREWER COMPANY 112911	02-00-530	STREET STRIPING	3470.00	3470.00
01 CHICAGO SOUTHLAND JULY 2018	01-00-938	HOTEL TAX FOR JULY 2018	2580.05	2580.05
01 CINTAS CORPORATION #319			802.14	
319449011	01-22-513	PD CLEANING		421.89
319449297	01-22-513	PD CLEANING		173.82
319450198	01-22-514	DPW CLEANING		22.53
319450198	01-22-512	V.H. CLEANING		94.81
319450198	01-22-511	P.B. CLEANING		65.37
5011531402	01-22-513	PD FIRST AID		23.72
01 COMCAST CABLE			484.55	
06316-08/01/18	01-21-552	PD INTERNET		124.85
33904-08/04/18	01-70-551	PARKS INTERNET		159.85
81844-08/01/18	05-00-832	EMA INTERNET		199.85

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 CURRIE MOTORS 487846	02-00-520	TRUCK 27 MAINT	698.39	698.39
01 DELL MARKETING L.P. 10252752787	01-00-652	VILLAGE CLERK COMPUTER MAINT	138.36	138.36
01 ELENA RISTEUSKI 08/09/18	01-70-514	KIDS DAY. BOUNCE HOUSES	775.00	775.00
01 FEDEX 6-270-05317	01-21-551	PD POSTAGE	121.70	121.70
01 PINKERTON OIL/GAS CITY 315307 315479	01-00-160 01-00-160	GAS GAS	2102.53	869.34 1233.19
01 GASVODA & ASSOCIATES, INC. INV1801455	08-00-521	WELL 3. MAINT	544.60	544.60
01 HELSEL-JEPPERSON 810628	01-61-653	BUILDING DEPT EQUIP	134.30	134.30
01 HUMANA INSURANCE CO. 181933915	01-00-480	INSURANCE FOR SEPTEMBER 2018	2149.01	2149.01
01 STATE TREASURER, IDOT 54627	02-00-577	TRAFFIC SIGNAL INTERSECTION	585.00	585.00
01 ILLINOIS FIRE & POLICE EQUIP. 30414	01-21-664	UNIFORMS/DEPAOLO	150.00	150.00
01 ILLINOIS STATE POLICE 06/01/18	01-61-929	BCKGROUND CHECK	27.00	27.00
01 IN THE LINE OF DUTY C04306	01-21-562	PD TRAINING	200.00	200.00
01 KATRINA SMEDLEY 08/13/18	01-70-382	RENTAL REFUND	90.00	90.00
01 MENARDS 82105	08-00-521	WELL 3 MAINT	241.73	241.73
01 METROPOLITAN MAYORS CAUCUS 2018-175	01-00-561	DUES	231.66	231.66
01 MOTOROLA SOLUTIONS 372506282018	01-21-586	PD COMMUNICATIONS	782.00	782.00
01 NORTH EAST MULTI-REGIONAL 237245	01-21-562	PD TRAINING	120.00	120.00
01 PRINTING BY JOE POLICE-10123	01-21-651	PD SECURITY ENVELOPES	165.00	165.00
01 STANDARD EQUIPMENT 008352	08-00-520	TRUCK 20 MAINT	466.49	466.49
01 MARQUEE EVENT RENTALS 08/13/18	01-70-513	FALL FEST TENTS	7123.42	7123.42
01 URBANCOM.NET FIBER OPERATIONS, 57859	01-00-585	ETHERNET	300.00	300.00
01 URBAN COMMUNICATIONS INC.-#242 57263/57860 57263/57860	01-00-552 01-21-552	PHONE PHONE	2065.30	665.30 400.00

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
57263/57860	01-61-552	PHONE		200.00
57263/57860	01-70-552	PHONE		200.00
57263/57860	02-00-552	PHONE		200.00
57263/57860	05-00-552	PHONE		200.00
57263/57860	08-00-552	PHONE		200.00
01 WATER SOLUTIONS UNLIMITED, INC 45581	08-00-659	LABS	3192.50	3192.50
01 WEHLING LAWN CARE 08/06/18	01-22-513	PD GRASS MAINT	313.00	38.00
08/06/18-1	01-22-512	V.H. GRASS MAINT		120.00
08/06/18-2	01-22-512	V.H. GRASS MAINT		155.00
** TOTAL CHECKS TO BE ISSUED			34530.17	

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FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
CORPORATE FUND			23885.73	
ROAD & BRIDGE			4953.39	
EMA			544.82	
WATER & SEWER			5146.23	
*** GRAND TOTAL ***			34530.17	
TOTAL FOR REGULAR CHECKS:			34,530.17	

VENDOR #	NAME	DEPT.	AMOUNT
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01 CORPORATE FUND

GASCI	PINKERTON OIL/GAS CITY	01-00	1,113.09
GRYCZ	LAWRENCE R. GRYCZEWSKI	01-00	3,800.00
GTSAC	GTSAC INC.	01-00	490.00
TRIBB	TRIBUNE MEDIA GROUP	01-00	143.08

**TOTAL 5,546.17

ADVAP	ADVANCE AUTO PARTS	01-21	55.19
ALPH1	ALPHA PRIME COMMUNICATIONS, INC	01-21	794.00
EAGLE	EAGLE UNIFORM CO., INC.	01-21	323.50
FEDEX	FEDEX	01-21	97.80
GIANO	DENNIS GIANOPOLUS P.C.	01-21	600.00
IFPE	ILLINOIS FIRE & POLICE EQUIP.	01-21	144.00
ILEAS	ILEAS	01-21	120.00
KNUTH	THOMAS J. KNUTH	01-21	1,000.00
OHERR	RAY O'HERRON, CO., INC.	01-21	5.75
PCDJ	PEARL CHRYSLER DODGE JEEP	01-21	496.05
RWK	RWK IT SERVICES	01-21	1,275.00
TIFCO	TIFCO INDUSTRIES	01-21	93.08
USANE	NEOPOST USA, INC	01-21	125.40
WCT	WILL COUNTY TREASURER	01-21	3,618.89

**TOTAL 8,748.66

AMPAY	AMAZON PAYMENTS, INC	01-22	217.50
AUBUR	AUBURN SUPPLY CO.	01-22	1,106.33
CINTS	CINTAS CORPORATION #319	01-22	1,254.65
MENAR	MENARDS	01-22	227.34
NAPA	NAPA AUTO PARTS MONEE	01-22	53.01
RAINB	RAINBOW FARMS ENTERPRISES, INC	01-22	72.00

**TOTAL 2,930.83

MJ	MICHAEL JOHNSON	01-61	1,888.00
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**TOTAL 1,888.00

CCALL	CHRISTINE CALLARD	01-70	40.00
FARIA	PETER FARIAS	01-70	50.00
KRYZA	TAMMY KRYZA	01-70	30.00
RZAB	MARIE RZAB	01-70	60.00
WASHG	GLOVER WASHINGTON	01-70	30.00

**TOTAL 210.00

01 CORPORATE FUND GRAND TOTAL 19,323.66

CINTS	CINTAS CORPORATION #319	02-00	48.99
COMED	COMED	02-00	773.69
MENAR	MENARDS	02-00	112.87
PAMAI	PAVEMENT MAINTENANCE SUPPLY WAREH	02-00	966.00
TIFCO	TIFCO INDUSTRIES	02-00	93.08
TOMS	TOM'S TRUCK REPAIR SOUTH INC.	02-00	70.50

**TOTAL 2,065.13

02 ROAD & BRIDGE GRAND TOTAL 2,065.13

ADVAP	ADVANCE AUTO PARTS	05-00	55.20
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**TOTAL 55.20

05 EMA GRAND TOTAL 55.20

VENDOR #	NAME	DEPT.	AMOUNT
=====			
06 AUDIT & ACCOUNTING			
WIPFL	WIPFLI	06-00	1,660.00
	**TOTAL		1,660.00
	06 AUDIT & ACCOUNTING	GRAND TOTAL	1,660.00
AMCSE	AMAZON CAPITAL SERVICES, INC	08-00	41.97
CINTS	CINTAS CORPORATION #319	08-00	62.52
COMED	COMED	08-00	1,598.67
COREM	CORE & MAIN LP	08-00	95.03
JOHND	JOHN DEERE FINANCIAL	08-00	57.61
MENAR	MENARDS	08-00	21.45
TE	TYSON ENGINEERING	08-00	863.75
TIFCO	TIFCO INDUSTRIES	08-00	93.08
TOMS	TOM'S TRUCK REPAIR SOUTH INC.	08-00	58.50
	**TOTAL		2,892.58
	08 WATER & SEWER	GRAND TOTAL	2,892.58
GRAND TOTAL FOR ALL FUNDS:			25,996.57
TOTAL FOR REGULAR CHECKS:			25,996.57

VENDOR #	NAME	DEPT.	AMOUNT
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01 CORPORATE FUND

AMERC	VERIZON WIRELESS	01-00	302.08
ANCEL	ANCEL GLINK DIAMOND	01-00	2,362.50
CHICA	CHICAGO SOUTHLAND	01-00	2,580.05
DELL	DELL MARKETING L.P.	01-00	138.36
GASCI	PINKERTON OIL/GAS CITY	01-00	2,102.53
HHP	HUMANA INSURANCE CO.	01-00	2,149.01
MMC	METROPOLITAN MAYORS CAUCUS	01-00	231.66
URBA1	URBANCOM.NET FIBER OPERATIONS, IN01-0027		300.00
URBAN	URBAN COMMUNICATIONS INC.-#2428	01-00	665.30

**TOTAL 10,831.49

AMERC	VERIZON WIRELESS	01-21	752.79
COMCA	COMCAST CABLE	01-21	124.85
FEDEX	FEDEX	01-21	121.70
IFPE	ILLINOIS FIRE & POLICE EQUIP.	01-21	150.00
ITLOD	IN THE LINE OF DUTY	01-21	200.00
MS	MOTOROLA SOLUTIONS	01-21	782.00
NEMR1	NORTH EAST MULTI-REGIONAL	01-21	120.00
PBYJ	PRINTING BY JOE	01-21	165.00
URBAN	URBAN COMMUNICATIONS INC.-#2428	01-21	400.00

**TOTAL 2,816.34

CINTS	CINTAS CORPORATION #319	01-22	802.14
WEHLI	WEHLING LAWN CARE	01-22	313.00

**TOTAL 1,115.14

ADVAP	ADVANCE AUTO PARTS	01-61	230.21
AMERC	VERIZON WIRELESS	01-61	91.49
HELSE	HELSEL-JEPPERSON	01-61	134.30
ISPBO	ILLINOIS STATE POLICE	01-61	27.00
URBAN	URBAN COMMUNICATIONS INC.-#2428	01-61	200.00

**TOTAL 683.00

AMERC	VERIZON WIRELESS	01-70	91.49
COMCA	COMCAST CABLE	01-70	159.85
ELENR	ELENA RISTEUSKI	01-70	775.00
KATRI	KATRINA SMEDLEY	01-70	90.00
TENTS	MARQUEE EVENT RENTALS	01-70	7,123.42
URBAN	URBAN COMMUNICATIONS INC.-#2428	01-70	200.00

**TOTAL 8,439.76

01 CORPORATE FUND GRAND TOTAL 23,885.73

BREW	THE BREWER COMPANY	02-00	3,470.00
CURRI	CURRIE MOTORS	02-00	698.39
IDOTL	STATE TREASURER, IDOT	02-00	585.00
URBAN	URBAN COMMUNICATIONS INC.-#2428	02-00	200.00

**TOTAL 4,953.39

02 ROAD & BRIDGE GRAND TOTAL 4,953.39

AMERC	VERIZON WIRELESS	05-00	144.97
COMCA	COMCAST CABLE	05-00	199.85
URBAN	URBAN COMMUNICATIONS INC.-#2428	05-00	200.00

**TOTAL 544.82

05 EMA GRAND TOTAL 544.82

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08 WATER & SEWER

AMERC	VERIZON WIRELESS	08-00	310.50
AQUA	AQUA ILLINOIS	08-00	190.41
GASVO	GASVODA & ASSOCIATES, INC.	08-00	544.60
MENAR	MENARDS	08-00	241.73
STANE	STANDARD EQUIPMENT	08-00	466.49
URBAN	URBAN COMMUNICATIONS INC.-#2428	08-00	200.00
WATE1	WATER SOLUTIONS UNLIMITED, INC	08-00	3,192.50

**TOTAL			5,146.23
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08 WATER & SEWER	GRAND TOTAL	5,146.23
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GRAND TOTAL FOR ALL FUNDS:	34,530.17
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TOTAL FOR REGULAR CHECKS:	34,530.17
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Village of Monee

Agenda Item: H - 1

Meeting Date: August 22, 2018

Subject: EMA Mutual Aid Agreement

By: David Wallace, Administrator

Board Action Request

Attached please find an agreement for the Suburban Mutual Assistance Response Team (SMART). EMA Director Ulaskas is requesting permission to enter into this agreement which will provide for the opportunity of additional emergency resources in a time of need. The agreement and associated documents have been reviewed by Attorney Gryczewski.

Action Requested: Motion to authorize entering into the Mutual Aid Agreement.

SUBURBAN MUTUAL ASSISTANCE RESPONSE TEAM
(SMART)

Mutual Aid Agreement

These Articles of Agreement, made and entered into on the ____ day of _____, A.D., 20____, by and between all the participating municipalities/organizations that have approved and adopted, in the manner as provided by law and are herein listed at the end of this agreement.

Section One - Purpose

The purpose of this Agreement is to provide for a program of Mutual Aid between all of the participating municipalities whereby the Aiding Municipalities will respond to the Stricken Municipality with such equipment and manpower as has been predetermined by the Emergency Management Agency/Emergency Services and Disaster Agency Coordinator of each municipality through the Mutual Aid Box System.

Section Two - Definitions

For the purpose of this Agreement, the following terms are defined as follows:

- A. "Municipality": A city, village, township, or other jurisdiction having an Emergency Management Agency (EMA) or Emergency Services and Disaster Agency (ESDA).
- B. "Mutual Aid": A definite and pre-arranged written agreement and plan whereby regular response and assistance is provided for in event of an emergency or disaster in a stricken municipality by the aiding municipalities in accordance with the assignments as developed by the Emergency Services Coordinator of the participating municipality.
- C. "Participating Municipalities": A municipality that commits itself to this Mutual Aid Agreement by adopting a Resolution/Ordinance authorizing participation in the program with other participating municipalities for rendering and receiving mutual aid in the event of an emergency or other disaster in accordance with the 1975 Emergency Services and Disaster Agency (ESDA) Act of Illinois, as amended.
- D. "Stricken Municipality": The municipality in which an emergency or other disaster occurs that is of such a magnitude that it cannot be handled adequately by the local municipality.
- E. "Aiding Municipality": A municipality furnishing equipment and manpower to a stricken municipality.

Section Three - Agreement to Effectuate the Mutual Aid Plan

The Village President, Mayor, or Board of Trustees of each participating municipality is authorized on behalf of that municipality to enter into and from time to time alter amend, on the advice of the E.M.A./E.S.D.A. Coordinator and with the consent of the governing body of that municipality, an agreement with other municipalities for mutual aid according to the following:

1. Whenever an emergency or disaster is of such magnitude and consequence that it is deemed advisable, by the senior officers present of that stricken municipality, to request assistance of the aiding municipalities, he is hereby authorized to do so under the terms of this mutual aid agreement, and the senior officers present of the aiding municipalities are authorized to and shall take the following action:
 - a. Immediately determine what equipment is required according to the Mutual Aid Box System.
 - b. Immediately determine if the required equipment and personnel can be committed in response to the request from the stricken municipality.
 - c. Dispatch immediately the equipment required to the stricken municipality in accordance with the Mutual Aid Box System.
2. The rendering of assistance under the terms of this Mutual Aid Agreement shall not be mandatory in accordance with the box system if local conditions prohibit response. In that event, it is the responsibility of the aiding municipality to immediately notify the stricken municipality of same.

It shall be agreed that denial by any party to this agreement to render aid when requested, if for good reason or cause, shall not be grounds for termination of this agreement.

3. All of the participating municipalities agree to waive all claims against the other party or parties for compensation for any loss, damage, personal injury or death occurring in consequence of this mutual aid agreement. General liability insurance, personal injury and property damage insurance against loss or damage of equipment is the responsibility of each participating municipality as it applies to their own manpower and equipment. All services performed under this mutual aid agreement shall be rendered without reimbursement to any municipalities.

4. It is hereby understood and agreed that the Senior Officer in whose community the emergency exists, and who placed the request for aid, shall in all instances be in command of the emergency as to the aspects of overall direction of the operation. He will assign Senior Officer(s), and equipment, of the aiding municipalities to positions when and where he deems necessary. It shall be agreed that all elements responding to the request for aid under the terms of this agreement shall be under the direct command of their own officer(s). All orders or directions regarding the operations of the responding elements to the emergency shall be relayed to the officer(s) in command of the responding elements. Directing of operational strategy during the emergency may be delegated by the Senior Officer in charge of the emergency to the officer(s) in command of the responding elements, insofar as their part of the operations is concerned. In any instance where the question of command responsibility should arise, all elements of parties to this agreement are requested to cooperate fully, one with another, in an attempt to carry out the spirit and purpose of this agreement as entered into.
5. It shall be the responsibility of the Senior Officer of each party of this agreement to assure the fact that all personnel responding under the terms of this pact for emergency assistance shall be recognized representatives of that communities Emergency Services Organization, and that the conduct and actions of said personnel shall be the responsibility of the community sending aid.
6. All requests for emergency assistance shall be made only through the Central Communications Dispatch of each community, or Suburban Mutual Assistance Response Team box system, and not through subordinate command channels.
7. It shall be agreed that the responding parties to this agreement shall honor the terms of this agreement regarding the operation of units in the field, and at the designated locations, for as long as is required, except that the responding department may, at its own discretion upon orders of its own officer(s) in command or upon orders of its Director, withdraw its equipment and personnel at any time it deems appropriate,--and for its own reasons,-- provided however, that the officer(s) in command shall first notify the appropriate officer in charge of the operation or location in order to provide him with the opportunity of securing replacements for the void that may be created by the withdrawal.
8. This agreement is intended to cover day-to-day mutual aid only, and shall be of no force and effect in cases in which a state of extreme emergency has been proclaimed and when the Illinois Emergency Services Master Aid Agreement(s) become operative.
9. The E.M.A./E.S.D.A. Coordinator, officers and personnel of all participating municipalities are invited and encouraged to visit frequently each other's facilities for familiarization tours, and jointly to conduct training sessions and hypothetical disaster

exercises.

Page 4

Section Four - Termination

Any municipality may withdraw from the Suburban Mutual Assistance Response Team Mutual Aid Agreement by notifying the other participating municipalities in writing. Whereupon, the withdrawing municipality will terminate participation thirty (30) days from the date of the written notice.

Section Five - Duration

It shall be agreed that this agreement shall be in force from its agreement date forward without a terminal date, unless the terms of Section Four are invoked.

Section Six - Amendments

This agreement may be called up for review and amended by any party at any time agreeable to the majority of the parties.

Section Seven - Adoption

This Mutual Aid Agreement shall be in full force and effect with the passage and approval of a companion Resolution/Ordinance by all participating municipalities/organizations in the manner provided by law, and the signing of this Agreement by the Village President, City Mayor, and/or Trustees of said municipal jurisdiction.

Attest: _____ Name: _____

Title: _____ Municipality/Organization: Village of Monee

EMA

Revised: 1/14/2016

Village of Monee

Agenda Item: H - 2

Meeting Date: August 22, 2018

Subject: Will County Land Use Public Hearing

By: David Wallace, Administrator

Board Action Request

Attached is a notice from the Will County Land Use Department of a Public Hearing to be held on September 4th, 2018 @ 6:30 p.m. regarding a proposed Solar Farm to be located on property at the northwest corner of Pauling Road and Will Center Road.

The village did not receive this notice in time to be placed on the P&Z agenda and the hearing is before the next P&Z meeting. Therefore, the Village Board, if they so choose may make a written response to the Land Use Department of Will County to be included in the public hearing minutes.

Action Requested: If required, Motion to authorize the administrator to create a written response in accordance with board action and send the same to the Land Use Department of Will County.

**NOTICE OF PUBLIC HEARING
COUNTY OF WILL, ILLINOIS**

Date: August 8, 2018
To: ~~Raymond~~, Monee Village Clerk
Address: 5130 W. Court Street
Monee, IL 60449

Notice is hereby given that Soltage, LLC filed the attached zoning application with the Will County Land Use Department, for the property located at Pauling Road at Will Center Road (address) and identified by permanent index number(s) 21-14-28-400-021-0000.

Zoning case number ZC-18-044.

The requested action(s) is/are as follows:

To Obtain a Special Use Permit

The purpose of the request(s) is/are as follows:

To Construct a 2-Megawatt Solar Energy Farm Development

Notice is further given that the Will County Planning and Zoning Commission will hold a public hearing regarding this matter on September 4, 2018, at 6:30 p.m., in the Will County Office Building located at 302 N. Chicago St., Joliet, Illinois 60432. You may appear at that time and date if you so desire, either in person, or by agent or attorney, in opposition to or in support of the enclosed application.

If you have any questions regarding the aforementioned request, please see the attached application for applicant contact information. You may also contact the Will County Land Use Department, Development Review Division, at 815-740-8140. Information regarding the zoning case, including the staff report, will be available on the Will County Land Use Department's website (www.willcountylanduse.com) approximately one (1) week prior to the hearing.

Sincerely,

Jonathan Roberts, Director of Development
Applicant Name & Title



**APPLICATION FOR
MAP AMENDMENT - SPECIAL USE PERMIT - VARIANCE**

Will County Land Use Department • Development Review Division
58 E. Clinton St., Suite 100 • Joliet, Illinois 60432
Telephone (815) 740-8140 • Facsimile (815) 774-3386
<http://www.willcountyillinois.com/County-Offices/Economic-Development/Land-Use>

PART A – APPLICANT INFORMATION

Owner Information			
Full Name	James and Judy Zappia		
Owner Address	Number & Street: 455 Dorchester Court		
	City: Valparaiso	State: Indiana	Zip Code: 46385
Contact Information	Phone: 219-242-1279	Email: judy.zappia@gmail.com	
Agent Information (different from Owner)			
Full Name	Last: Roberts	First: Jonathan	
Agent Address	Number & Street: 66 York Street		
	City: Jersey City	State: New Jersey	Zip Code: 07302
Contact Information	Phone: 515-537-6738	Email: jroberts@solstage.com	
Agency/Firm Name	Solstage, LLC (Primary Contact)		
Attorney Information			
Full Name	Last: Keyt	First: Bryan	
Attorney Address	Number & Street: 161 N. Clark Street		
	City: Chicago	State: Illinois	Zip Code: 60601-3315
Contact Information	Phone: 312-602-5036	Email: bryan.keyt@bryancave.com	
Agency/Firm Name	Bryan Cave		

PART B – EXISTING PROPERTY INFORMATION

Existing Property Information			
PIN(s)	21-14-28-400-021-0000		
Parcel Size	21.4 Acres (development occupies entire parcel)		
Township	Monee	Section	14
Property Address	Number & Street: 27099 - 26701 S. Will Center Road		
	City: Monee	State: Illinois	Zip Code: 60449
Current Zoning	A-1 Agricultural	Current Land Use	Farmland Row Crops
Water Supply	Public Well	Sanitary System	Sewer Septic

8/25/18 updated

PART C – GENERAL CASE INFORMATION

General Case Information

Zoning request(s) (consult with staff prior to submitting):

To obtain a Special Use Permit

Purpose of request:

To Construct a 2-Megawatt Solar Energy Development

Is the purpose of this application to address an ordinance or code violation? YES NO

If yes, what is the violation?

N/A

If the application is associated with a planned unit development preliminary plat, has the preliminary plat application been filed with the Development Review Division? YES NO

If your application is for a special use permit(s), is your intent to have the permit(s) transferrable to subsequent owners of the subject property? YES NO

Legal description from plat of survey (insert below, use additional sheets as necessary)

PART D - SIGNATURE AND NOTARIZATION

I consent that all above statements and the statements contained in any papers or plans submitted herewith are true to the best of my knowledge and belief.

I consent to the entry in or upon the premises described in this application by any authorized official of the County of Will for the purposes of completing any reviews or for the reports deemed necessary by the submittal of this application or for the purpose of posting, maintaining, or removing such notices as may be required by law, or for the purpose of inspecting the premises and uses thereon for compliance with the terms and conditions of any special use permit approval issued as a result of this application.

I have read and am familiar with the recommendations of the Will County Land Resource Management Plan; and have read Article 155-16 of the Will County Zoning Ordinance and am familiar with each of the criteria for a map amendment, special use permit and/or variance and understand that each applicable criteria must be met for approval of the petition.

I have read Article 155-16 of the Will County Zoning Ordinance and understand that no granting of a variation or special use permit shall be valid for a period not to exceed one (1) year from the date of such order unless a building permit has been issued, a certificate of occupancy has been issued or the special use permit has been lawfully established.

I understand that I am required, at least fifteen (15) days and not more than thirty (30) days prior to the public hearing, to post required signage, notify all owners of property abutting to the property in question via certified mail with return receipt.

I understand that application fees shall not be refunded or waived, except as may be determined on a case-by-case basis, by the Will County Board, or as determined by the Will County Land Use Department if fees are erroneously paid or collected

Name (Identify owner/agent/attorney)

Signature

Date

Jonathan Roberts (agent)

Jonathan Roberts

5/8/18

SUBSCRIBED AND SWORN TO BEFORE ME

this 8 day of May, 2018

Melissa M. Mulhern
Notary Public



Complete for applications related to industrial / commercial uses only

What is the current or previous use on the property?

Row crop farming

What is the proposed intended use of the property?

To construct a 2-Megawatt Ground Mounted Solar Energy system development for interconnection with local electrical distribution facilities

If the proposed use is currently in operation at another location, what is that location's address?

N/A

Business website? www.soltage.com

What are the days and hours of operation? Daily operation (sunrise - sunset)

Will there be employees?

Yes No

If yes, how many? Occasional site visits for routine equipment and landscaping maintenance by Soltage staff or contractor

Is there any proposed construction or alteration of existing buildings?

Yes No

If yes, explain: _____

Is there any proposed grading or fill?

Yes No

If yes, explain: Minimal site grading for electrical equipment and gravel service road

Will the intended use be open to the public?

Yes No

If yes, estimated average number of customers per day

N/A

Will the intended use include any outdoor storage of materials, supplies, merchandise, vehicles, equipment, or other similar materials not on display for direct sale, rental or lease to the ultimate customer?

Yes No

Will the intended use require new outdoor lighting?

Yes No

Will the intended use require a new sign on the property?

Yes No

What is the estimated number of average daily vehicle trips the proposal will generate? Less than one

What is the anticipated noise level of the intended use?

No different than existing conditions

~~Minimal increase~~ - If checked, explain Minimal humming generated by electrical equipment

Significant increase - If checked, explain _____

client:

Soltage
65 York Street, 9th Floor
Albany, NY 12242
Tel: (518) 438-1918
Fax: (518) 438-9976

consultant:

KNIGHT
Engineers & Architects
224 North LaSalle Street
Chicago, IL 60601
Phone: (312) 577-5300



NOT FOR CONSTRUCTION

Project: **PROPOSED SOLAR DEVELOPMENT**
AT
27089-26701 S. WILL CENTER RD.
MONROE TWPSP,
MONROE, IL 60449

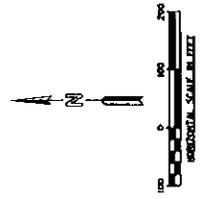
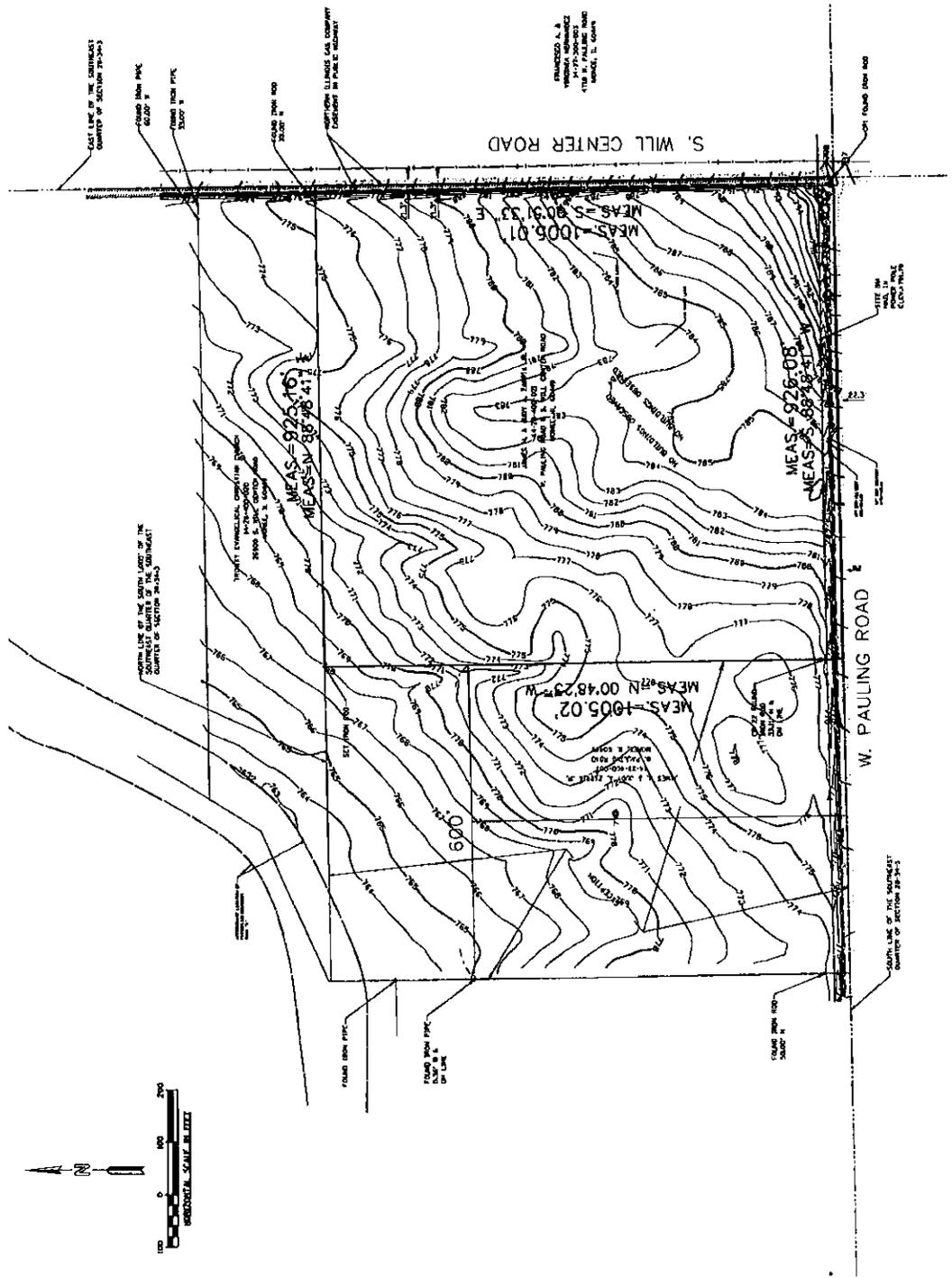
Owner:
JAMES H. & JUDY A. ZAPPIA, JR

NO.	DATE	DESCRIPTION
1	04/27/18	ISSUED FOR PERMITS
2	05/01/18	REVISED TO ADD NOTES
3	05/01/18	REVISED TO ADD NOTES
4	05/01/18	REVISED TO ADD NOTES
5	05/01/18	REVISED TO ADD NOTES
6	05/01/18	REVISED TO ADD NOTES
7	05/01/18	REVISED TO ADD NOTES
8	05/01/18	REVISED TO ADD NOTES
9	05/01/18	REVISED TO ADD NOTES
10	05/01/18	REVISED TO ADD NOTES

P-1.0

EXISTING CONDITIONS

SHEET 2 OF 4



EXISTING CONDITIONS

client:

Soltage
SOLAR ENERGY SERVICES

88 Park Street, 4th Floor
Jersey City, NJ 07310
Tel: (201) 432-1788
Fax: (201) 432-0198

consultant:

KNICK

Engineering & Architecture
221 North Lakeside Street
Chicago, IL 60601
Phone: (312) 577-3388



NOT FOR CONSTRUCTION

Project: **PROPOSED SOLAR DEVELOPMENT**
AT
27099-26701 S. WILL
CENTER RD.
MONEE TWPSP
MONEE, IL 60449

Owner: **JAMES H. & JUDY A. ZAPPIA, JR.**

NO.	DATE	DESCRIPTION
1	04/20/18	ISSUED FOR PERMITS

P-3.0
CENERGY SOLAR SYSTEM LAYOUT

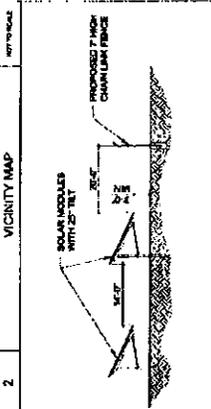
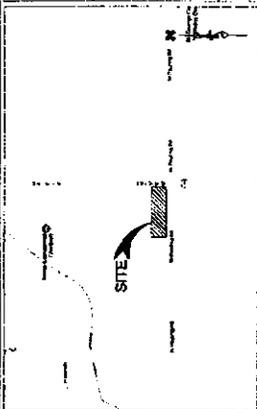
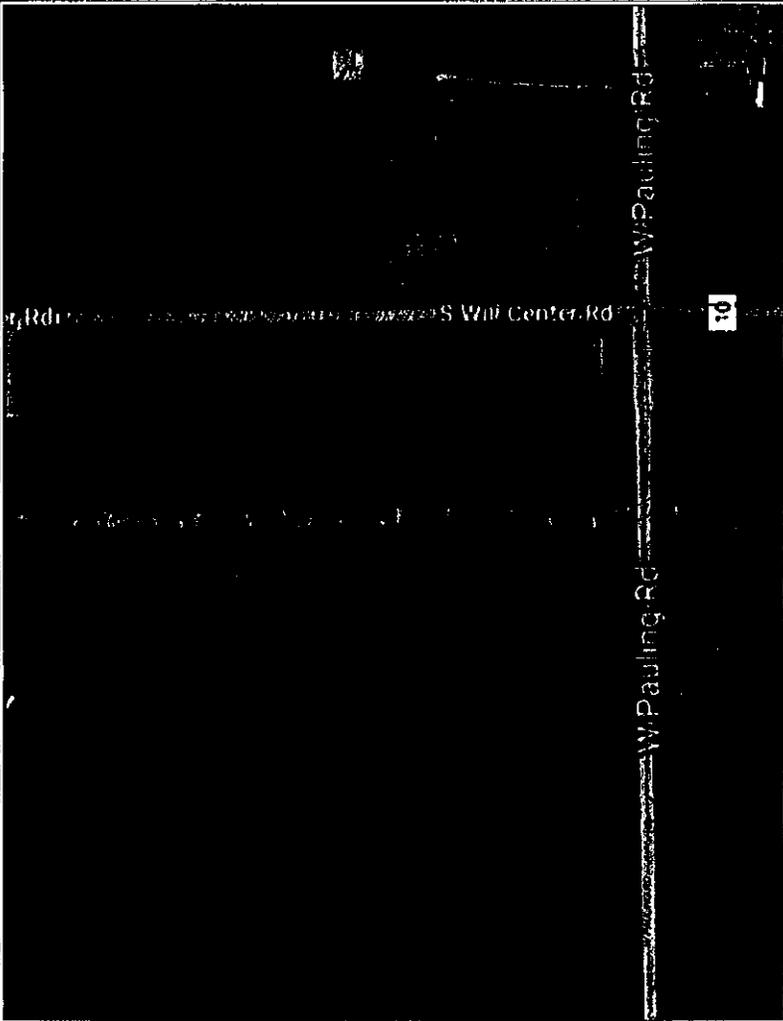
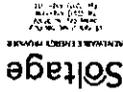
SHEET 4 OF 4

PROPOSED SOLAR POWER INSTALLATION

ZAPPIA

27099 - 26701 S WILL CENTER RD, MONEE, IL

FOR REFERENCE ONLY



PROJECT DATA	
MODULE:	MAXIMA 6P, 150 W, 1000 X 1000, 300W
TOTAL:	7,344 MODULES
TOTAL STRING:	408 (18 MODULES/STRING)
TOTAL RACK:	152 (72 MODULES/RACK)
INVERTER:	01 UNIT - SMA SUNNY CENTRAL 2200US
RACKING SYSTEM:	20 DEGREE FIXED TILT
ARRAY TILT:	25°
ARRAY AZIMUTH:	180°
FENCE:	7' HIGH CHAIN LINK
TOTAL AREA:	8.88 ACRES (APPROX. 18500 PERMETER FENCE)
TOTAL CAPACITY:	2,802.240 KWDC (STC) 3,800.000 KW AC (MAXIMUM PLATE)

1 SOLAR POWER SYSTEM SITE LAYOUT

2 VICINITY MAP

3 TYPICAL RACKING SYSTEM

4 PROJECT DATA

5 P-1 PERMITS LAYOUT

6 ZAPPIA INSTALLATION

7 SOLAR SYSTEM LAYOUT

Village of Monee

Agenda Item: H - 3

Meeting Date: August 22, 2018

Subject: Test Well Payment #2 (Partial)

By: David Wallace, Administrator

Board Action Request

Please find attached payout request #2 from Municipal Well and Pump for the amount of \$30,693.60 for work performed on the Village's new well. Also attached, is a letter from village engineers recommending payment. All required paperwork has been received and found to be in order.

Action Requested: Motion to authorize payment to Municipal Well and Pump in the amount of \$30,693.60

APPLICATION AND CERTIFICATE FOR PAYMENT

TO CLIENT:
 Village of Monsee
 5130 West Court Street
 Monsee, IL

FROM CONTRACTOR:
 Municipal Well & Pump
 1212 Storbeck Drive, PO Box 311
 Waupun, WI 53963

PROJECT:
 Potable Water Well Drilling and Test Well 5

VIA ENGINEER:
 Robinson Engineering, LTD,
 Attn: Veronica Hall
 127 N. Walnut St, Suite 200, Itasca, IL 60143

APPLICATION #: 07/31/18
PERIOD TO: 17-T0359.01
PROJECT NOS:
CONTRACT DATE: 05/04/18
MWP JOB No. MD18-257

Distribution to:
 2
 Owner
 Const. Mgr
 Engineer
 Contractor

CONTRACT FOR: Village of Monsee - Potable Water Well Drilling and Test Well #5

CONTRACTOR'S APPLICATION FOR PAYMENT
 Application is made for payment, as shown below, in connection with the Contract Continuation Sheet is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

1. ORIGINAL CONTRACT SUM	\$ 219,758.00
2. Net change by Change Orders	\$
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$ 219,758.00
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)	\$ 145,039.00
5. RETAINAGE:	
a. 10.0% of Completed Work (Columns D+E on Continuation Sheet)	\$ 14,503.90
b. 10.0% of Stored Material (Column F on Continuation Sheet)	\$
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet)	\$ 14,503.90
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 130,535.10
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 99,841.50
8. CURRENT PAYMENT DUE	\$ 30,693.60
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 89,222.90

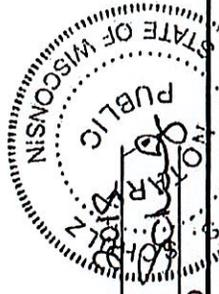
CONTRACTOR:

By:  Date: 7-30-18

State of: Wisconsin
 County of: Dodge

Subscribed and sworn to before me this 30 day of July 2018

Notary Public: 
 My Commission expires: 6/15/20



CERTIFICATE FOR PAYMENT
 In accordance with Contract Documents, based on on-site observations and the data comprising application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED _____ \$
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ENGINEER:

By: _____ Date: _____
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		



Municipal Expertise. Community Commitment.

Veronica Hall, PE
Direct Line: (224) 908-3982
Email: vhall@reltd.com

August 9, 2018

Project # 17-T0359.04

Village of Monee
5130 West Court Street
Monee, IL 60477

Attn: DJ Kruzel, Public Works Superintendent

RE: Village of Monee
Potable Water Well and Test Well 5
Estimate #2 – Partial

Dear Mr. Kruzel:

Enclosed herewith please find Invoice #2 (dated 07/31/18) from Municipal Well & Pump, for work completed to date for the above referenced project. We have reviewed the work and find that, in our best judgment, it is in substantial compliance with the plans and specifications.

We, therefore, recommend that Municipal Well & Pump is entitled to payment of Thirty Thousand Six Hundred Ninety-Three Dollars and Sixty Cents (\$30,693.60) as summarized below:

Total Earned to Date	\$145,039.00
Less 10% Retention	<u>\$14,503.90</u>
Subtotal.....	\$130,535.10
Less previous payments	<u>\$99,841.50</u>
Amount Due this Pay Request #2 – Partial	<u>\$30,693.60</u>

Please feel free to call should you have any questions.

Very truly yours,

ROBINSON ENGINEERING, LTD.

Veronica Hall, PE
Senior Engineer
VH/vh

y:\2017\17-10359.04\invoices\17-10359.04 payout #2 -partial 08-09-2018.docx

Encl:
Xc

Village of Monee

Agenda Item: H - 4

Meeting Date: August 22, 2018

Subject: Geotechnical Engineering Services Proposal

By: David Wallace, Administrator

Board Action Request

Attached is a proposal from Geocon Professional Services to provide geotechnical services (soil borings) as part of the due diligence for property located in the area of Rt. 50 & Monee Manhattan Road at the cost of \$19,360.00.

Action Requested: Motion to authorize the administrator to sign the contract with Geocon Professional Services in the amount of \$19,360.00.



August 7, 2018

Mr. David Wallace
Village Administrator
Village of Monee
5130 W. Court Street
Monee, Illinois 60449

Subject: Proposal for Geotechnical Engineering Services
Franciscan Property Soil Borings
Monee, Illinois
GEOCON Proposal No. 18-P237

Dear Mr. Wallace:

GEOCON Professional Services, LLC (GEOCON) is pleased to submit this proposal providing geotechnical engineering services on the above referenced project. A brief description of our understanding of the project, and a discussion of the scope of services to be provided, is included in the following paragraphs.

PROJECT UNDERSTANDING

The project consists of a potential commercial development of +/-37 acres (includes 5 acres currently owned by the Village) of vacant parcels located in Monee, Illinois. The site is located south of Manhattan Monee Road and east of Egyptian Trail and is currently mostly planted in agricultural crops. The development plans are preliminary at this time.

SCOPE OF WORK

Based on our experience with similar projects, GEOCON proposes to drill 30 soil borings for this project, each extended to 20 feet below grade. GEOCON will stake the boring locations based on GPS coordinates provided by the Engineer. Surface elevations will be estimated from Google earth, unless a topo map or on-site bench mark is provided.

The subsurface exploration will be performed with an ATV track mounted drill rig, utilizing continuous flight hollow stem auger to advance the test holes. Soil samples will be secured by the Standard Penetration Test method at 2.5-foot intervals in the upper 20 feet, followed by 5' interval sampling. Upon completion, the boreholes will be filled with cutting from the drilling process, and surface materials restored, as appropriate.

Laboratory visual classification and other testing will be performed to determine the behavioral characteristics of the subsurface materials encountered. The lab testing program is indicated on the attached Estimate Worksheet.

GEO TECHNICAL REPORT

The results of the subsurface exploration and laboratory testing will be utilized in an engineering evaluation and analysis, and presented in a written report containing the geotechnical parameters needed for preliminary site development planning.

FEES AND CONDITIONS

GEOCON proposes to perform the services on a unit price basis, and pursuant to the General Conditions attached to this document. The estimated fee for performance of the specified work is itemized on the attached Estimate Worksheet, and will not exceed **\$19,360.00** without client approval. Additional services beyond those described herein would be performed at the unit rates indicated.

The above fee is based on the boring locations being readily accessible to ATV drilling equipment. Any special equipment required for site access, or any delays beyond the control of our personnel, will be considered as additional costs.

GEOCON will contact the JULIE one call system to ascertain the location of utility conduits prior to the start of drilling operations. The client will be responsible for locating, or making GEOCON aware, of any private utilities that are not included on the JULIE ticket. GEOCON will not be responsible for damage to underground utilities or structures that are not located prior to drilling.

SITE ACCESS AND SCHEDULE

The above fee is based on the client or owner providing site access concurrently for all sites such that the drilling can be performed under one mobilization. Any access coordination performed by GEOCON would be invoiced on a time and material basis, at the rates provided on the Standard Fee Schedule attached to this proposal.

We would anticipate that the field work would begin within 1 week of receiving written authorization to perform the work, and is estimated to take 5 days to complete. Submittal of the geotechnical report will be within 3 weeks of completing the field work.

AUTHORIZATION

GEOCON will proceed with the work on the basis of written authorization received from the client. Should you have any questions regarding this proposal, or if we could be of any other assistance, please feel free to call us at 815-412-2031. We are looking forward to working with you on this project.

Sincerely,

GEOCON Professional Services, LLC



Kenneth Rippey, PE
Senior Geotechnical Engineer

Attachment: Estimate Worksheet
Boring Location Diagram
General Conditions

ACCEPTANCE OF PROPOSAL AND ENCLOSURES

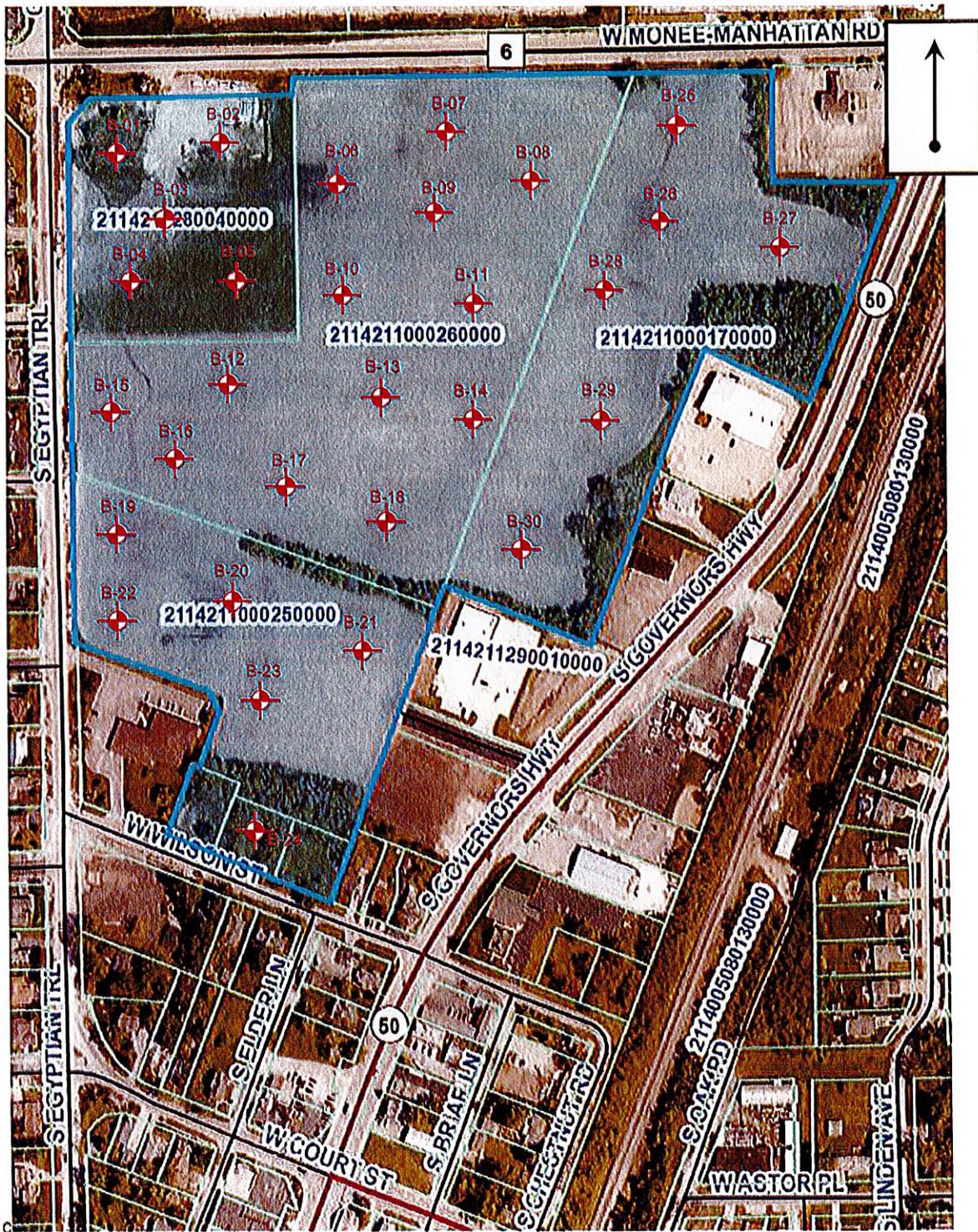
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**GEOCON
Estimate Worksheet**

Client: Mr. David Wallace, Village Administrator
 Village of Monee, Illinois
 Project: Fransiscan Property Soil Borings - Preliminary Geotechnical Report
 Monee, IL
 GEOCON Proposal No.: 18-P237
 Date: August 7, 2018

	<u>Quantity</u>	<u>Unit Fee</u>	<u>Total</u>
I. Field Exploration Services			
1. ATV rig mobilization	1 Lsum	\$750.00	\$750.00
2. Project coordination	2 Hours	\$125.00	\$250.00
3. Soil drilling with Split-spoon sampling at 2.5-ft. intervals to 30' 0 to 50'	600 Feet	\$22.00	\$13,200.00
4. 2-inch temp piezometer set to 20 ft.	0 Each	\$500.00	\$0.00
5. Thin wall tubes	0 Each	\$50.00	<u>\$0.00</u>
		Subtotal For Field Exploration Services:	\$14,200.00
II. Laboratory Soil Testing Services			
1. Rimac compressive strength tests, calibrated hand penetrometer tests, visual engineering classification and moisture content tests	180 Tests	\$10.00	\$1,800.00
2. Extrude and classify TWT	0 Tests	\$40.00	\$0.00
3. Unconfined Compressive Strength Tests soil	0 Tests	\$100.00	\$0.00
4. Grain size analyses	0 Tests	\$240.00	\$0.00
5. Atterberg Limits Tests	0 Tests	\$125.00	\$0.00
6. Modified Proctor/IBR	0 Tests	\$475.00	<u>\$0.00</u>
		Subtotal for Laboratory Services:	\$1,800.00
III. Engineering Services for Geotechnical Report			
1. Senior Engineer to write report	12 Hours	\$155.00	\$1,860.00
2. Project Engineer to prepare exhibits	12 Hours	\$125.00	<u>\$1,500.00</u>
		Subtotal for Engineering Services:	\$3,360.00
		Total Estimated Fee:	\$19,360.00



9370 Laraway Road, Suite D
 Frankfort, IL 60423
 P. 815.806.9986 F. 815.464.8691

FIGURE 1
 PROPOSED BORING LOCATION DIAGRAM
 Franciscan Property Soil Borings
 Monee, Illinois

PROJECT NUMBER:
 18-P237

DATE: August 2018

GENERAL CONDITIONS
GEOCON PROFESSIONAL SERVICES, LLC
Geotechnical Services

Item 1. Scope of Work. Geocon Professional Services, LLC, (GEOCON) shall perform services in accordance with an agreement made with the 'client.' The agreement consists of GEOCON's proposal, Standard Fee Schedule, and these General Conditions. The client is defined as the person or entity requesting and/or authorizing the work, and in doing so, client represents and warrants that he is duly authorized in this role, even if performed on behalf of another party or entity, in which case the other party or entity is also considered as the client. The acceptance of GEOCON's proposal signifies the acceptance of the terms of this agreement.

The fees for services rendered will be billed in accordance with the Standard Fee Schedule; unit rates for services not covered in the fee schedule or elsewhere in the agreement can be provided. The standard prices proposed for the work are predicated upon the client's acceptance of the conditions and allocations of risks and obligations described in the agreement. The client shall impart the terms of this agreement to any third party to whom client releases any part of GEOCON's work. GEOCON shall have no obligations to any party other than those expressed in this agreement.

Item 2. Site Access. The client will provide for the right-of-access to the work site. In the event the work site is not owned by the client, client represents to GEOCON that all necessary permissions for GEOCON to enter the site and conduct the work, have been obtained. While GEOCON shall exercise reasonable care to minimize damage to the property, the client understands that some damage may occur during the normal course of work, that GEOCON has not included in its fee the cost of restoration of damage, and that client will pay for such restoration costs.

Item 3. Utilities. In the performance of its work, GEOCON will take all reasonable precautions to avoid damage to underground structures or utilities, and will rely on utility locator services to correctly identify their buried service lines, and on plans, drawings or sketches made available and provided by the client. The client agrees to hold GEOCON harmless and indemnify GEOCON from any claims, expenses, or other liabilities, including reasonable attorney fees, incurred by GEOCON for any damages to underground structures and utilities that were not correctly and clearly shown on the plans provided to GEOCON or otherwise disclosed by the client utility locator service. GEOCON will be responsible for ordering the utility locator services only if expressly set forth in the scope of the proposal.

Item 4. Hazardous Materials and Conditions. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the client or other involved or contacted parties, to advise GEOCON of any known or suspected undocumented fills, hazardous materials, by-products, or constituents, and any known environmental, geologic, and geotechnical conditions, which exist on or near any premises upon which work is to be performed by GEOCON employees or subcontractors or which in any other way may be pertinent to GEOCON's proposed services.

The discovery of unanticipated hazardous materials, or suspected hazardous materials, may require that special and immediate measures be exercised to protect the health and safety of GEOCON site personnel and/or the public. GEOCON may at its option and on the basis of its judgement and opinion, exercise such precautions to complete the project or terminate further work on the project. In either case, the client will be notified as soon as practically possible, and the client agrees to bear all reasonable and equitable cost adjustments, if any, associated with such measures taken.

GEOCON's work shall include visual observation and laboratory testing of subsurface water and soil samples obtained by intrusive sampling of the subsurface, for the purpose of evaluating the geotechnical characteristics of the subsoils relative to the project. As such, GEOCON does not create, generate, transport or at any time own or store hazardous materials in the performance of its work. The client will take possession of and be responsible for the proper disposal of all hazardous materials including, but not limited to samples, drilling fluids and cuttings, decontamination and well development fluids, and used disposable protective gear and equipment.

Item 5. Confidentiality. GEOCON shall hold confidential the business and technical information obtained or generated in performance of services under this agreement and identified in writing by the client as "confidential." GEOCON shall not disclose such information except if such disclosure is required by governmental statute, ordinance, or regulation; for compliance with professional standards of conduct for public safety, health, and welfare concerns;

or for protection of GEOCON against claims or liabilities arising from performance of its services.

The technical and pricing information contained in any report or proposal submitted by GEOCON, is to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of GEOCON.

Item 6. Standard of Care. GEOCON will perform the services under this agreement in accordance with generally accepted practice, in a manner consistent with the level of care and skill ordinarily exercised by members of this profession under similar circumstances. No other warranties, implied or expressed, in fact or by law, are made or intended in this agreement. The client recognizes that subsurface soil and groundwater conditions can vary between sampling points and with time, and that the interpretation of data and opinions and recommendations made by GEOCON are based solely on obtained data. Such limitations can result in a redirection of conclusions and interpretations where new or changed information is obtained. GEOCON will not be responsible for the interpretations by others, of data obtained by GEOCON for the geotechnical study.

Item 7. Technical Methodology and Protocol. GEOCON will select generally accepted methods and procedures it considers appropriate to accomplish the intended and understood purpose of its services within the scope of this agreement, and the client signifies concurrence with these methods and procedures by acceptance of this agreement. In the event other methods or procedures are preferred by the client or considered more appropriate, a written description or designation of these must be provided prior to execution of this agreement.

Item 8. Limitations of Liability. The client agrees to limit GEOCON's liability to the client and all parties claiming through the client or otherwise claiming reliance on GEOCON's services, allegedly arising from GEOCON's professional acts or errors and omissions, to a sum not to exceed GEOCON's fees for the services performed on the project, provided that such claims are not attributable to GEOCON's gross negligence or intentional misconduct. In this latter event the limit of liability will be increased to \$25,000 less any applicable insurance amount covering alleged damages or claims. In no event shall GEOCON or any other party to this agreement, including parties which may have or claim to have a direct or indirect reliance on GEOCON's services, be liable to the other parties for incidental, indirect or consequential damages arising from any cause.

Item 9. Insurance and Indemnity. GEOCON represents that the company maintains general liability and property damage insurance coverage considered adequate and comparable with coverage maintained by other similar firms, and that GEOCON's employees are covered by Workman's Compensation Insurance. Certificates of insurance can be provided to the client upon written request. GEOCON shall not be responsible for any loss, damage, or liability beyond the insurance limits and conditions. GEOCON agrees to indemnify the client from and save client harmless against any loss, damage, or liability stemming from acts of gross negligence by GEOCON. Except as expressly set forth in Item Nos. 8 and 9, the client agrees to hold GEOCON, its officers, directors, agents, and employees, harmless from any claims, suits or liability including but not limited to attorney fees, costs of settlement and other incidental costs, for personal injury, death, illness, property damage or any other loss, allegedly arising from or related to GEOCON's performance of work.

Item 10. Modifications. This agreement and all attachments pursuant to this agreement represents the entire understanding between the parties, and neither the client nor GEOCON may amend or modify any aspect of this contract unless such alterations are reduced to writing and properly executed by the parties hereto. These terms and conditions shall supersede all prior or contemporaneous communications, representations, or agreements, and any provisions expressed or implied in the request for proposal, purchase order, authorization to proceed, or other contradictory provisions, whether written or oral.

Item 11. Payment. Invoices for performed work will be submitted monthly for services rendered the prior month, payable within 30 days of invoice date. The fees quoted are based upon an expected monthly payment. An interest charge of 1.5% per month will be added to delinquent charges; however, GEOCON, at its option, may terminate its services due to client's failure to pay when due. In the event of termination of services prior to completion, client shall compensate GEOCON for all services performed prior to and for such termination.

Village of Monee

Agenda Item: H - 5

Meeting Date: August 22, 2018

Subject: Phase I Environmental Site Assessment

By: David Wallace, Administrator

Board Action Request

Attached is a proposal from Robinson Engineering to provide a Phase I Environmental Site Assessment as part of the due diligence for property located in the area of Rt. 50 & Monee Manhattan Road for the approximate amount of \$2,800.00. Staff would recommend an amount not to exceed \$3,800.00.

Action Requested: Motion to authorize the administrator to sign the contract with Robinson Engineering for an amount not to exceed \$3,800.00.



Karl F. Newman, PG
Direct Line: (217) 530-4084
E-mail: knewman@reltd.com

August 8, 2018

Proposal #18-054

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

Attn: Mr. David Wallace

SUBJECT: Proposal for Phase I Environmental Site Assessment
Vacant Land
SE/C Monee-Manhattan Road and Egyptian Trail
Monee, Will County, Illinois

Dear Mr. Wallace:

Robinson Engineering, Ltd. (REL) is pleased to submit the following proposal for performance of a Phase I Environmental Site Assessment (ESA) at the above-referenced location.

PROJECT UNDERSTANDING

The project will consist of vacant land located in the southeast quadrant of the intersection of E. Monee-Manhattan Road and S. Egyptian Trail on the north side of the Village of Monee, Will County, Illinois. The site is an approximate 33-acre tract of vacant land comprised of 6 parcels that have been assigned parcel identification numbers 21-14-21-100-008-0000, 21-14-21-100-017-0000, 21-14-21-100-025-0000, 21-14-21-100-026-000, 21-14-21-128-001-0000 and 21-14-21-128-002-0000. It is understood that the Village of Monee intends to purchase the 6 parcels of land comprising the site.

SCOPE OF WORK

Phase I ESA

The scope of services proposed for the Phase I ESA on the subject property will be performed in accordance with the ASTM Practice E1527-13, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*. The intent of these Phase I ESA is to identify recognized environmental conditions, controlled recognized environmental conditions, historical recognized environmental conditions and de minimis conditions associated with the sites, as defined by ASTM E1527-13.

The Phase I ESA will be conducted by an environmental professional and will include the following: records review; site reconnaissance; interviews with present and past owners, operators and occupants of the property; interviews with local government officials; and preparation of a report for the site. REL will conduct a search or will retain a title search professional to conduct a search of recorded land title records

to identify if Activity and Use Limitations (AULs) and environmental liens are associated with the properties. AULs are also referred to as "institutional controls" or "property use restrictions".

A User Questionnaire will be provided to the client and an Owner Questionnaire will be provided to the property owner(s). The completion of these questionnaires will be essential elements of the "All Appropriate Inquiries" (AAI) aspect of the Phase I ESA process.

If the site or any of the adjoining properties are identified on 1 or more of the standard environmental record sources, pertinent regulatory files and/or records associated with the listing will be reviewed. As an alternative, REL may review files and records from alternative sources as defined in ASTM E1527-13.

It must be recognized that the Phase I ESA will not necessarily reveal the presence of concealed disposal areas, undocumented fill material, unknown former tanks, existing unregistered underground storage tanks (USTs) for which there are no visible aboveground components, or other unknown potential concerns, unless they appear in the public record of documents reviewed or are disclosed by the parties contacted. The client acknowledges that the effectiveness of the Phase I ESA report is predicated upon complete and truthful disclosure by the client, user, property owner, and other knowledgeable parties to REL of AAI information regarding site history, utilization, and potential concerns.

This Phase I ESA scope of work does not include any physical sampling of soil, soil gas, groundwater, building materials, chemicals, or hazardous or toxic materials. In addition the following items are not included in the scope of work: asbestos-containing building materials, biological agents, cultural and historic resources, ecological resources, endangered species, health and safety, indoor air quality unrelated to releases of hazardous substances or petroleum products into the environment, industrial hygiene, lead-based paint survey, lead in drinking water, mold, radon, regulatory compliance, wetlands survey, electromagnetic fields, controlled substance search and other business environmental risk items.

ASTM E1527-13 cautions that no environmental assessment can wholly eliminate uncertainty regarding the potential for recognized environmental conditions to be associated with a property. A Phase I ESA completed less than 180 days prior to the date of acquisition of the property, or for transactions not involving an acquisition, the date of the intended transaction, is presumed to be valid. A Phase I ESA for which the information was collected or updated within 1 year prior to the date of the acquisition or the property, or for transactions not involving an acquisition of the property the date of the intended transaction, may be used provided certain inquiries (Section 4.6 of ASTM E1527-13) were conducted or updated within 180 days of the date of purchase or the date of the intended transaction.

REPORT DELIVERY

A Phase I ESA report will be prepared for the site by an environmental professional or under the direct guidance of an environmental professional as defined in ASTM. An electronic copy in portable document format (pdf) of the assessment report for each site will be prepared by an environmental professional under the direct supervision of a Professional Geologist or Professional Engineer licensed in the State of Illinois and will be submitted to the client via electronic mail. The report will include the environmental professional's opinion of the impact on the property of the RECs and whether additional research is needed or if significant data gaps exist in the site history. The Phase I ESA report will include recommendations for Phase II ESA or other actions as may be warranted, unless directed otherwise by the client prior to the acceptance of this proposal. If requested by the client, 3 printed copies of the assessment report can be provided.

It is understood that the desired delivery date of the report will be within approximately 2 to 3 weeks upon receipt of notification to proceed. Due to the wide variation in response time from the various public agencies, some data may not be received by the due date. Should this be the case, the client will be contacted and may choose to either receive the report based on information available at the due date, or to extend the due date until all requested information is available. Information received after the report has been submitted, will be forwarded upon receipt by REL.

FEES AND CONDITIONS

It is proposed that the fee for the performance of the outlined services be determined on a lump sum basis. The attached Standard Terms and Conditions are incorporated into and made part of this proposal. Based upon the scope of services outlined above, the estimated cost for providing the Phase I ESA will be on the order of **\$2,800.00**.

Further additional work required beyond the scope of services included in this proposal (e.g., access problems, extraordinary research requirements, or other such factors beyond REL's control) will be quoted separately or performed on a time and expense basis. Additional work will not be performed without prior client authorization.

AUTHORIZATION

Prior to beginning the Phase I ESA, it is requested that the client provide REL with a legal description, all addresses for the site (including any former addresses, if known), all PINs for the site, and a current site plan of the property which clearly depicts the property lines. It is also requested that the names and phone numbers of individuals who can provide access to the property, and who may be knowledgeable about the present and past use of the site be provided to REL.

The completion of the User Questionnaire by the client and the Owner Questionnaire by the property owner(s) are essential elements of the AAI aspect of the Phase I ESA process. These Questionnaires will be provided to the respective parties as soon as REL receives authorization to begin the Phase I ESA.

REL will proceed with the work based upon receipt of written authorization to proceed received from the client. Please return a signed acceptance copy of this proposal, intact, for our records. Please contact us to answer any questions you may have concerning this proposal.

Sincerely,
Robinson Engineering, Ltd.



Karl F. Newman, PG
Senior Project Scientist

Enclosures: Standard Terms and Conditions

REL Proposal No. 18-054
Proposal for Phase I Environmental Site Assessment
Vacant Land
SE/C Monee-Manhattan Road and Egyptian Trail
Monee, Will County, Illinois
Page 4

ACCEPTANCE OF PROPOSAL AND ENCLOSURES

FIRM: _____

SIGNATURE: _____

NAME (PRINT): _____

TITLE: _____

DATE: _____

ROBINSON ENGINEERING, LTD ("REL")

STANDARD TERMS AND CONDITIONS

CONTRACT – These Standard Terms and Conditions may be amended, added to, superseded, or waived only if both REL and Client specifically agree in writing to any amendment of these Terms and Conditions ("Agreement").

STANDARD OF CARE - The standard of care for all professional engineering, survey or related professional services performed or furnished by REL under this Agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. REL makes no warranties, express or implied, under this Agreement or otherwise, in connection with REL's services on this Project.

RELIANCE – REL may, without liability, rely on the accuracy and completeness of information provided by Client, Client's consultants and any contractors, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards without the need for verification.

CHANGES IN SCOPE –The proposed fees constitute REL's estimate to perform the services required to complete the Project. However, all required services are not always definable in the initial planning. Accordingly, circumstances may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated, an equitable adjustment shall be made to REL's compensation and agreed to in writing by REL and Client.

DELAYS – REL shall complete its obligations within a reasonable time. If, through no fault of REL, such periods of time or dates are changed, or the orderly and continuous progress of REL's services is impaired, or REL's services are delayed or suspended, then the time for completion of REL's services, and the rates and amounts of REL's compensation, shall be adjusted equitably.

SUSPENSION & TERMINATION – Client may suspend the Project upon seven (7) days written notice to REL. If REL's services are substantially delayed through no fault of REL, REL may suspend services after giving seven (7) days written notice to Client. Either party may terminate this agreement upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Client shall remain liable for, and shall promptly pay REL for all services rendered to the date of such suspension/termination of services plus suspension/termination charges incurred by REL. Suspension/termination charges include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on Client's behalf.

OPINION OF PROBABLE COSTS - REL's opinions of probable Construction Cost are to be made on the basis of REL's experience and qualifications and represent REL's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since REL has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, REL cannot and does not guarantee that proposals, bids, or actual Construction Cost shall not vary from opinions of probable Construction Cost prepared by REL.

REUSE OF PROJECT DELIVERABLES - All design documents prepared or furnished by REL are instruments of service, and REL retains all ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall not rely in any way on any Document unless it is in printed form, signed and sealed by REL or one of its Consultants.

RIGHT OF ENTRY – Client agrees to obtain legal right-of-entry on the property when entry to property is required by the work of this Agreement.

ENVIRONMENTAL CONDITIONS OF SITE - REL's scope of services does not include any services related to any environmental issues related to the site including petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, or regulated by any Federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

RELATIONSHIP WITH CONTRACTORS – REL shall not at any time supervise, direct, or have control over any contractor's work, nor shall REL have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used

by any contractor, nor for safety precautions and programs in connection with the contractors' work, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work. REL neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work. REL shall have no authority to stop the work of any contractor on the Project.

LIMITATION OF LIABILITY – REL's total liability to Client for any and all claims for damages whatsoever, arising out of or in any way related to the Project or this Agreement, from any cause or causes, including but not limited to REL's negligence, errors, omissions, strict liability, or breach of contract, shall be limited as follows: REL's total liability shall not exceed the lesser of (1) \$1,000,000 (one million dollars) or (2) the remaining limits of any policy of insurance which provides coverage for the Client's cause or causes of action, such remaining limits to be measured as of the date judgment is entered against REL or the date when Client and REL otherwise settle/resolve the cause or causes of action.

INSURANCE – REL shall maintain insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with any legal requirements and REL's business requirements. Certificates of Insurance shall be provided by REL upon written request.

MUTUAL WAIVER – To the fullest extent permitted by law, Client and REL waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

GOVERNING LAW, JURISDICTION & VENUE – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

NON-ENFORCEMENT – A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ASSIGNMENT – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

SURVIVAL – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

THIRD PARTIES - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or REL to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of Client and REL and not for the benefit of any other party.

SEVERABILITY - Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and REL, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

STATUTE OF LIMITATIONS – to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

CONFLICTS - If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

PAYMENT – Client recognizes that late payment of invoices results in extra expenses for REL. As such, REL retains the right to assess Client interest at a rate of one percent (1%) per month, but not to exceed the maximum rate provided for by law, on invoices which are not paid within thirty (30) days from the date of the invoice. Also, Client agrees to pay reasonable attorney and collection fees incurred by REL in the collection of Client's past due amounts.

In the event undisputed portions of REL's invoices are not paid when due, REL reserves the right to suspend the performance of its services under this Agreement until all past due amounts including services, expenses, assessed charges, reasonable attorney and collection fees, have been paid in full. Client waives any and all claims against REL for any such suspension.

Client's Initial: _____

Date: _____



J-1

AN ORDINANCE PERMITTING THE USE OF GOLF CARTS ON VILLAGE OWNED STREETS WITHIN THE VILLAGE MONEE, A HOME RULE UNIT OF GOVERNMENT, WILL COUNTY, ILLINOIS

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

THIS _____ DAY OF _____, 2018

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

This _____ day of _____, 2018

ORDINANCE NUMBER _____

AN ORDINANCE PERMITTING THE USE OF GOLF CARTS ON VILLAGE OWNED STREETS WITHIN THE VILLAGE MONEE, A HOME RULE UNIT OF GOVERNMENT, WILL COUNTY, ILLINOIS

WHEREAS, the use of non-highway vehicles are an acceptable mode of transportation; and

WHEREAS, a properly maintained golf cart is a recognized non-highway vehicle as defined by the Illinois Vehicle Code; and

WHEREAS, the Village of Monee ("Village") authorities are desirous of providing its residents with the opportunity to avail themselves with the use of golf carts throughout the community subject to certain conditions set forth herein; and

WHEREAS, the Village authorities have considered the volume, speed, and character of traffic that utilize the streets of the Village on a daily basis; and

WHEREAS, the Village officials have concluded that the public safety will not be jeopardized by the use of golf carts on certain Village owned streets and roadways; and

WHEREAS, the Village officials have determined that it would be in the best interests of its citizenry to authorize the use of a golf cart as a means of transportation on certain Village streets and roadways in accordance with 625 ILCS 5/11-1426.1.

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

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

Section Two. Definitions. For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

GOLF CART: A vehicle specifically designed and intended for the purposes of transporting one (1) or more persons and their golf clubs or maintenance

while engaged in the playing of golf, supervising the play of golf, or maintaining the condition of the grounds on a public or private golf course.

NEIGHBORHOOD VEHICLE: A self-propelled, electric powered, four (4) wheeled motor vehicle (or a self-propelled, gasoline powered, 4 wheeled motor vehicle with an engine displacement under 1,200 cubic centimeters) that is capable or attaining in one (1) mile a speed of more than twenty (20) miles per hour, but not more than twenty-five (25) miles per hour, and which conforms to Federal regulations under title 49 CFR part 571.500.

NONHIGHWAY VEHICLE: The following motor vehicles not specifically designed to be used on a public highway; a golf cart; a neighborhood vehicle; and a recreational off highway vehicle.

RECREATIONAL OFF HIGHWAY VEHICLES: Any motorized off highway device designed to travel primarily off highway, sixty four inches (64") or less in width, having a manufacturer's dry weight of two thousand (2,000) pounds or less, traveling on four (4) or more nonhighway tires, designed with a nonstraddle seat and a steering wheel, except equipment such as lawnmowers.

Section Three. Operation of a Nonhighway Vehicle. Except as otherwise provided in this Section, it shall be lawful to operate a nonhighway vehicle upon any roadway in the Village of Monee subject to the following conditions:

1. No nonhighway vehicle shall be driven or operated upon any roadway in the Village of Monee with a speed limit greater than thirty (30) miles per hour. Provided however, a nonhighway vehicle may cross a roadway at an intersection where the roadway to be crossed has a posted speed limit of more than thirty-five (35) miles per hour.
2. No person shall drive or operate a nonhighway vehicle upon any roadway in the Village of Monee without a valid driver's license issued in his or her name.
3. No person operating a nonhighway vehicle shall make a direct crossing upon or across any highway under the jurisdiction of the State of Illinois, toll road, interstate highway, or controlled access highway unless at an intersection controlled by a traffic light or a four-way stop sign and the speed limit of the highway to be crossed is the forty (40) miles per hour or less at the place of crossing.
4. No nonhighway vehicle shall be driven or operated on any roadway not exclusively under the jurisdiction of the Village of Monee unless the

Village and the unit of local government with the concurrent jurisdiction authorizes the same.

5. No all-terrain vehicles, as defined by section 1-101.8 of the Illinois Vehicle Code, or off highway motorcycles as defined by section 1-153.1 of the Illinois Code, shall be driven or operated on any roadway in the Village of Monee.
6. No nonhighway vehicle may be operated on any roadway in the Village of Monee, unless at a minimum, it has the following: brakes, a steering apparatus, tires, a rearview mirror, red reflectors in the front and rear, a slow moving emblem on the rear of the nonhighway vehicle, a headlight that emits a white light visible from a distance of five hundred feet (500') to the front, a taillight that emits a red light visible from at least one hundred feet (100') to the rear, brake lights and turn signals. All nonhighway vehicles shall have their headlights and taillights illuminated when driven or operated upon a roadway in the Village of Monee as required by section 12-201 of the Illinois Vehicle Code.
7. Any person who operates a nonhighway vehicle on a street or roadway shall be subject to the mandatory insurance requirements under article VI, chapter 7 of the Illinois Vehicle Code.
8. It shall be unlawful for any person to drive or operate a nonhighway vehicle upon any roadway within the Village of Monee while transporting or carrying more occupants than the nonhighway vehicle is designed to transport or carry as determined by the number of permanent individual seats provided in the nonhighway vehicle.
9. It shall be unlawful for a person to drive or operate a nonhighway vehicle (excluding low speed vehicles that are required by the Secretary of State to register with the State of Illinois) upon any roadway in the Village of Monee that is not registered with the Monee Police Department, or that does not have displayed conspicuously on the rear of said nonhighway vehicle, a corresponding current registration number placard/sticker.
 - (a) Commencing June 1, 2019, and annually thereafter, all owners of nonhighway vehicles shall apply to register their nonhighway vehicle with the Monee Police Department by fully and truthfully completing a nonhighway vehicle registration application. In order to be registered, the nonhighway vehicle shall be subject to inspection by the Monee Police Department and must comply with the condition requirements of

this section, including providing proof of compliance with the mandatory insurance requirements.

- (b) Nonhighway vehicle registration, and the corresponding placard/sticker, shall be valid for a period of June 1 of the current calendar year through May 31 of the following calendar year.
- (c) Commencing June 1, 2019, a nonrefundable registration fee of twenty-five dollars (\$25.00) shall be paid by the owner at the time of application for registration.
- (d) Registration shall be subject to the revocation in the event the Monee Police Department determines the applicable insurance policy for the nonhighway vehicle has been revoked, has lapsed or is otherwise invalid.
- (e) All owners of the nonhighway vehicles registered with the Monee Police Department will be issued a corresponding registration number placard/sticker, which shall be affixed and remain conspicuously visible on the rear of the nonhighway vehicle.

Section Four. Use by the Village of Monee Fire Protection District and the Village of Monee.

Any employee, officer, volunteer or unpaid person working under the direction, supervision and control of and performing work for the Village of Monee or Monee Fire Protection District may operate a nonhighway vehicle on Village streets subject to compliance with the following rules and regulations:

1. The person must have a valid driver's license in his or her name.
2. The nonhighway vehicle must be owned, leased or otherwise controlled by the Village of Monee, the Monee Fire Protection District, or the Will County Forest Preserve District.
3. Nonhighway vehicles may be operated only on the streets where the posted or authorized speed limit is thirty-five (35) miles per hour or less, recreational trails or public ways. In addition, a nonhighway vehicle may also operate on sidewalks. This does not prohibit a nonhighway vehicle from crossing a street at an intersection where the street has a posted speed limit of more than thirty-five (35) miles per hour.

4. Nonhighway vehicles shall operate in conformance with all applicable laws of the State of Illinois and ordinances of the Village of Monee not inconsistent with this section.
5. The nonhighway vehicles shall be operated in conformance with any rules and regulations promulgated by the Chief of Police of the Village of Monee regarding the operation of nonhighway vehicles.
6. The Chief of Police may promulgate and publish rules and regulations for the operation of nonhighway vehicles not inconsistent with this section.

Section Five. Penalty. Any person found to be in violation of this Ordinance shall be subject to the penalty as prescribed in Title _____ of the Village Code.

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

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

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

ORDINANCE NUMBER _____

AN ORDINANCE PERMITTING THE USE OF GOLF CARTS ON VILLAGE OWNED STREETS WITHIN THE VILLAGE MONEE, A HOME RULE UNIT OF GOVERNMENT, WILL COUNTY, ILLINOIS

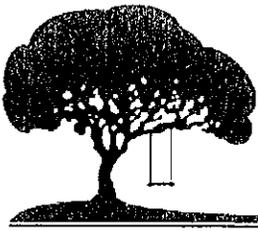
<u>AYES:</u>	<u>NAYS:</u>	<u>ABSTAIN:</u>	<u>ABSENT:</u>	<u>PRESENT:</u>
Blue				
Gray				
Horne				
Holston				
Youdris				
Raczek				

PASSED and APPROVED this _____ day of _____, 2018.

James Popp, Village Mayor

ATTEST:

Doneshia Codjoe, Village Clerk



VILLAGE of MONEE
Will County Illinois



J-2

ORDINANCE NUMBER _____

**AN ORDINANCE REGULATING UNMANNED AIRCRAFT 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**

44 RECREATIONAL OR HOBBY USE: The flight of an aircraft for personal
45 enjoyment and not for business, commercial, or governmental purposes.
46

47 UNMANNED AIRCRAFT SYSTEM (UAS): An unmanned aircraft and all of the
48 associated support equipment, control station, data links, telemetry,
49 communications and navigation equipment, etc., necessary to operate the
50 unmanned aircraft. The unmanned aircraft is the flying portion of the system,
51 flown by a pilot via a ground control system, or autonomously through use of
52 an on-board computer, communication links and any additional equipment
53 that is necessary for the unmanned aircraft to operate safely. Unmanned
54 aircraft include but are not limited to planes, helicopters, quadcopters, and
55 drones.
56

57
58 **Section Three: Rules and Regulations for Recreational Use.** That any
59 recreational use of unmanned aircrafts within the Village of Monee are subject
60 to the following rules and regulations:
61

- 62 1. The unmanned aircraft must weight three (3) pounds or less.
63
- 64 2. Flight shall be restricted over private property with consent of the
65 property owner.
66
- 67 3. Flight is prohibited over public property, unless explicit permission is
68 given.
69
- 70 4. The attachment of anti-personnel devices (projectile, chemical,
71 electrical, directed-energy, explosive, and firearm) is prohibited.
72
- 73 5. Flights must be below fifty feet (50') and remain clear of surrounding
74 obstacles.
75
- 76 6. The operator must maintain a visual line of sight of the UAS at all
77 times with vision unaided by any device other than corrective lenses.
78
- 79 7. Flight is prohibited near or over gatherings of people.
80
- 81 8. Daylight (official sunrise to official sunset) operations only.
82
- 83 9. Carless or reckless operation is prohibited.
84
85
86
87

88 **Section Four: Rules and Regulations for Advanced Recreational Use.**

89 That any advanced recreational use of unmanned aircrafts weighing more than
90 three (3) pounds but less than fifty-five (55) pounds within the Village of
91 Monee are subject to the following rules and regulations.

- 92
- 93 1. Flights are prohibited over property zoned R-1 and Estate Residential.
- 94
- 95 2. Flights are limited over private or public property no less than two (2)
96 acres in size with consent of the owner.
- 97
- 98 3. Flights over roads, streets, sidewalks, railroads, and bike paths are
99 prohibited.
- 100
- 101 4. Flights must be below one hundred feet (100'),
- 102
- 103 5. The operator must maintain a visual line of sight of the UAS at all
104 times with vision unaided by any device other than corrective lenses.
- 105
- 106 6. The attachment of anti-personal devices (projectile, chemical,
107 electrical, directed-energy, explosive, and firearm) is prohibited.
- 108
- 109 7. Flight is prohibited near or over gatherings of people.
- 110
- 111 8. Daylight (official sunrise to official sunset) operations only.
- 112
- 113 9. Careless or reckless operation is prohibited.
- 114

115

116 **Section Five: Non-Recreational Use.** Non-recreational use of unmanned
117 aircraft weighing less than fifty-five pounds within the Village of Monee are
118 subject to the following rules and regulations:

- 119
- 120 1. The operator must receive Federal aviation authority to fly the UAS.
- 121
- 122 2. Proof of the Federal Aviation Administration Certificate of
123 Authorization shall be recorded with the Village Clerk prior to flight.
- 124

125

126 **Section Six: Parental Responsibility.** The Parent or legal guardian of a
127 minor dependent who resides with such parent or legal guardian shall be liable
128 for actual damages for wilful or malicious acts of such minor which cause
129 injury to a person or provided that the minor has not paid such fine or
130 restitution as prescribed by the Court, and further provided that such parent or
131 guardian has been served summons or notice to appear in Court.

132 **Section Seven: Penalty.** Any person found to be in violation of the
133 Ordinance is subject to a fine as prescribed in Title _____ of the Village
134 Code.

135
136 **Section Eight. Repealer.** That all Ordinances or parts of Ordinances in
137 conflict herewith are expressly repealed.

138
139 **Section Nine. Savings Clause.** That in the event any portion of this
140 Ordinance is declared to be void, that such other parts or remainder of this
141 Ordinance shall not be adversely effected and shall otherwise remain effective
142 and valid.

143
144 **Section Ten: Adoption Clause.** That this Ordinance shall be in full force
145 and effect from and after its approval, adoption and publication as required by
146 law.

DRAFT

ORDINANCE NUMBER _____

**AN ORDINANCE REGULATING UNMANNED AIRCRAFT WITHIN THE
VILLAGE OF MONEE, A HOME RULE UNIT OF GOVERNMENT, WILL
COUNTY, ILLINOIS**

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

PASSED and APPROVED this _____ day of _____, 2018.

James Popp, Village Mayor

ATTEST:

Doneshia Codjoe, Village Clerk



ORDINANCE NUMBER _____

**AN ORDINANCE APPROVING THE ISSUANCE OF A VARIANCE FILED
BY MELISSA KVASNICKA 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 **Section One. Preambles.** That the preambles above set forth are
44 incorporated herein as if set forth herein in full.

45
46 **Section Two. Variance.** That the request of the Applicant for the issuance
47 of a variance permitting the installation of a fence as delineated in the
48 Variance Application is hereby approved.

49
50 **Section Three. Conditions.** That the issuance of this Variance is
51 conditioned upon compliance with all other pertinent Village Code regulations.

52
53 **Section Four. Repealer.** That all Ordinances or parts of Ordinances in
54 conflict herewith are expressly repealed.

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

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

ORDINANCE NUMBER _____

**AN ORDINANCE APPROVING THE ISSUANCE OF A VARIANCE FILED
BY MELISSA KVASNICKA WITHIN THE VILLAGE OF MONEE, A HOME
RULE UNIT OF GOVERNMENT, WILL COUNTY, ILLINOIS**

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

PASSED and APPROVED this _____ day of _____, 2018.

James Popp, Village Mayor

ATTEST:

Doneshia Codjoe, Village Clerk