

MEETING AGENDA



Board of Trustees Meeting

Village of Homewood

May 28, 2024

Meeting Start Time: 7:00 PM

Village Hall Board Room

2020 Chestnut Road, Homewood, IL

Board Meetings will be held as in-person meetings. In addition to in-person public comment during the meeting, members of the public may submit written comments by email to comments@homewoodil.gov or by placing written comments in the drop box outside Village Hall. Comments submitted before 4:00 p.m. on the meeting date will be distributed to all Village Board members prior to the meeting.

Please see last page of agenda for virtual meeting information.

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

4. Introduction of Staff

5. Minutes:

Consider a motion to approve the minutes from the regular meeting of the Board of Trustees held on May 14, 2024.

6. Claims List:

Consider a motion to approve the Claims List of Tuesday, May 28, 2024 in the amount of \$1,046,993.55.

7. Hear from the Audience

8. Meet Your Merchants

9. Appointment(s):

Appointments/Events Committee: Consider a motion to approve the appointments of Eric Hampton, Ericka Powell, Jessica Matushek, Laura Bruni, Melissa Gonser, Robert Pascarella, and Chloe Harrison to the Events Committee for a three-year term ending on May 28, 2027.

10. Omnibus Vote: Consider a motion to pass, approve, authorize, accept, or award the following item(s):

A. Agreement Renewal/Plan Review and Inspection Services/TPI Building Code Consultants Inc.: Approve the renewal of an agreement for plan review and inspection services with TPI Building Code Consultants Inc. of South Elgin Illinois, IL.

B. Agreement Renewal/Plan Review and Inspection Services/HR Green LLC: Approve the renewal of an agreement for plan review and inspection services with HR Green LLC of New Lenox, IL.

- C. M-2296/Lease Agreement Renewal/Homewood Arts Council/2010 Chestnut Road: Pass an ordinance authorizing the Village President to enter into a lease renewal agreement with the Homewood Arts Council for use of the Village’s auditorium at 2010 Chestnut Road from July 1, 2024 through June 30, 2025.
- D. Budget Amendment/Proposal Acceptance/Water Rate Study/Burns & McDonnell: Approve a budget amendment of \$34,587 to the Water/Sewer Fund; and, accept a proposal from Burns & McDonnell of Chicago, IL for professional services to conduct a comprehensive water rate study on a lump sum basis not to exceed \$34,587, to be invoiced on a percent-complete basis.
- E. Budget Amendment/Marlin Lane Water Project/M & J Underground: Approve a budget amendment in the amount of \$36,566.26 to the Capital – Water and Sewer Fund for the balance owed to M & J Underground of Monee, IL for the completion of the Marlin Lane Water Main Project.

- 11. General Board Discussion
- 12. Adjourn

Zoom Link: <https://zoom.us/>

- To View the Meeting via Computer or Smartphone - Type in: Zoom.us into any internet browser.
Select: JOIN A MEETING from menu at top right of page. Meeting I.D.: 980 4907 6232
Meeting Password: 830183. Enter an email address (required), or
 - To Listen to the Meeting via Phone - Dial: (312) 626-6799
Enter above “Meeting I.D. and Meeting Password” followed by “#” sign
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VILLAGE OF HOMEWOOD
BOARD OF TRUSTEES MEETING
TUESDAY, MAY 14, 2024
VILLAGE HALL BOARD ROOM

CALL TO ORDER: President Hofeld called the meeting of the Board of Trustees to order at 7 p.m.

PLEDGE OF ALLEGIANCE: President Hofeld led trustees in the Pledge of Allegiance.

ROLL CALL: Clerk Marilyn Thomas called the roll. Those present were Village President Richard Hofeld, Trustee Julie Willis, Trustee Vivian Harris-Jones, Trustee Lauren Roman and Trustee Allisa Opyd. Trustee Jay Heiferman was absent.

President Hofeld introduced staff present: Village Manager Napoleon Haney, Village Attorney Chris Cummings, Director of Economic and Community Development Angela Mesaros, Public Works Director John Schaefer, Police Chief Denise McGrath and Assistant Village Manager Terence Acquah.

MINUTES: The minutes of the Public Hearing held on April 23, 2024 for the 2024-2025 budget, the minutes of the April 23, 2024 regular Village Board meeting, and the April 30, 2024 Special Village Board meeting were presented. There were no comments or corrections.

A motion was made by Trustee Opyd and seconded by Trustee Willis to approve the minutes as presented.

Roll Call: AYES --Trustees Willis, Harris-Jones, Roman and Opyd. NAYS --None. Motion carried.

CLAIMS LIST: The Claims List in the amount of \$873,168.96 was presented. There were no questions from the Trustees.

A motion was made by Trustee Willis and seconded by Trustee Harris-Jones to approve the Claims List as presented.

Roll Call: AYES --Trustees Willis, Harris-Jones, Roman and Opyd with President Hofeld. NAYS --None. Motion carried.

President Hofeld said three items made up 55 percent of the Claims List: \$82,023.96 to Thorn Creek Sanitary District; employees health insurance for May was \$254,391.39 and payment to E-COM was \$147,163.06.

APPOINTMENT: President Hofeld nominated Philip Mason to fill the vacancy on the board following Trustee Anne Colton's resignation. President Hofeld noted that Mr. Mason has served on the Economic Development Committee and recently agreed to serve as the Village Treasurer.

A motion was made by Trustee Roman and seconded by Trustee Willis to approve the appointment.

Roll Call: AYES --Trustees Willis, Harris-Jones, Roman and Opyd with President Hofeld. NAYS --None. Motion carried.

Clerk Thomas administered the oath of office to Mr. Mason, who then took his seat on the dais.

OATHS OF OFFICE:

RECORDS CLERK: Clerk Thomas administered the oath of office to Laura Docter, a new records clerk with the Police Department. She came to the village with a wealth of experience, and her last position was with the Flossmoor Police Department.

POLICE PROMOTION: Clerk Thomas administered the oath of office to Michael Chmielewski who was promoted to the rank of sergeant with the Police Department. He has been with the department since 2016.

ASSISTANT VILLAGE MANAGER: Clerk Thomas administered the oath of office to Terence Acquah who joined the staff as assistant village manager on April 29. Mr. Acquah has a master in public administration degree from DePaul University. He most recently was superintendent of public works in Bolingbrook.

PRESENTATIONS: The board was asked to approve Resolution R-3182 honoring retiring Police Sergeant Curt Weist. He had 24 years of service with the Police Department and spent many years as the DARE officer working in the schools. Police Chief McGrath thanked him for his years of service with the Police Department and his constant attention to duty and his years of friendship.

Roll Call: AYES -- Trustees Willis, Harris-Jones, Mason, Roman and Opyd. NAYS –None. Motion carried.

NATIONAL GUN VIOLENCE AWARENESS: Clerk Thomas read a proclamation calling on Village residents to wear orange on June 7 for National Gun Violence Awareness Day. Anthony Graves who works to prevent gun violence thanked Trustees for their support.

PUBLIC WORKS WEEK: Clerk Thomas read a proclamation declaring the week of May 19-25 as Public Works Week in the Village. Public Works Open House is May 18.

HEAR FROM THE AUDIENCE: President Hofeld invited members of the audience to address the board on any subject not on the agenda. No comments were offered.

OMNIBUS VOTE: Consider a motion to pass, approve, authorize, accept, or award the following items:

- A. Reappointments/Fire and Police Commission/Ethics Commission: Approve the reappointments of Patrick O'Meara to the Fire and Police Commission for a three-year term ending on May 14, 2027, and Richard Lites to the Ethics Commission for a three-year term ending on May 14, 2027.
- B. R-3183/IRMA Delegate: Pass a resolution appointing Assistant Village Manager Terence Acquah as Delegate and Finance Director Amy Zukowski as Alternate Delegate to the Intergovernmental Risk Management Agency pool effective May 14, 2024.
- C. Contract Renewal/Leaf Pickup Services/Homewood Disposal, Inc.: Approve the contract renewal for leaf pickup services to Homewood Disposal, Inc. in the amount of \$29,671.15 for the dates of November 6, 13, and 20, 2024.
- D. Budget Amendment/Bergstein's NY Deli & Sandwich Shop/18064 Martin Avenue: Approve a budget amendment of \$90,000 to the General Fund for the incentive payment to Bergstein's NY Deli & Sandwich Shop and the property owner.

- E. Purchase/Wheeled Excavator/Alta Equipment Company, LLC: Waive competitive bidding due to purchasing through a Joint Governmental or Cooperative purchasing program, Sourcewell Cooperative Purchasing Advantages; and, authorize the purchase and delivery of a Volvo EWR130E Wheeled Excavator from Alta Equipment Company, LLC of Orland Park, IL in the amount of \$377,505.
- F. M-2293/Purchase and Sale Agreement/DP Homewood LLC/3043-3055 183rd Street: Pass an ordinance authorizing the Village President to enter into a purchase and sale agreement with DP Homewood LLC for the property at 3043-3055 183rd Street in the Kedzie Gateway Redevelopment Project Area.
- G. M-2294/Solicitation of Alternate Bids and Proposals/2018-2020 Ridge Road: Pass an ordinance directing the Village Manager to solicit alternate bids and proposals for the sale and development of the property at 2018-2020 Ridge Road in the Downtown TOD Redevelopment Project Area.
- H. R-3184/Redevelopment Agreement/R. Scott Donkel LLC/2059 Ridge Road: Pass a resolution authorizing the Village President to enter into a redevelopment agreement with R. Scott Donkel LLC to reimburse \$56,240 in TIF eligible expenses for the renovation of the building at 2059 Ridge Road in the Downtown TOD Redevelopment Project Area.
- I. M-2295/Special Use Permit/119 Tranzit/17803 Bretz Drive: Pass an ordinance granting a Special Use Permit for a motor vehicle rental use in the Limited Manufacturing District for "119 Tranzit" at 17803 Bretz Drive.
- J. R-3185/Tax Increment Financing Revenue Note Issuance: Pass a resolution authorizing the Village President to issue a Tax Increment Financing Revenue Note in the amount of \$4,718,377.70 as provided for in the Redevelopment Agreement between HCF Homewood LLC (Hartford Building Developer) and the Village of Homewood.

Trustee Roman asked about alternate bids for the Village-owned property at 2018-2020 Ridge Road. She appreciated that someone has come forward to purchase the building, but she asked that before a purchase agreement is presented to the Board, the Village advertise the building to a wide audience.

Trustee Roman also asked for an understanding on the \$4.7 million note. Attorney Cummings said the Village is obligated to approve the note because as part of the redevelopment agreement the board agreed to reimburse the developer up to \$7 million. The \$4.7 million is the amount of TIF eligible expenses incurred by the developer. Since the Village is not reimbursing the Developer upfront, interest on the unpaid TIF reimbursable expenses is also a TIF eligible expense and will help the Developer reach the \$7 million in TIF reimbursements it needs to make this project viable. Cummings stated that the TIF note is not a general obligation of the Village and any remaining principal balance at the end of the TIF is forgiven.

Trustee Opyd also asked the Village to advertise so that alternate bids may be solicited for the 2018 Ridge Road property.

She thanked Gun Violence Awareness Day supporters for their efforts.

A motion was made by Trustee Willis and seconded by Trustee Opyd to approve the Omnibus Report as presented.

Roll Call: AYES --Trustees Willis, Harris-Jones, Mason, Roman and Opyd. NAYS --None. Motion carried.

GENERAL BOARD DISCUSSION: Trustee Willis welcomed Trustee Mason.

Trustee Harris-Jones reminded residents the Art & Garden Fair will be May 31 and June 1.

Manager Haney said the Homewood Metra Station (west side) will reopen on Monday, May 20. Elevators will be installed June 28.

Trustee Mason said he was honored to serve on the Village Board, and he looks forward to doing great work for the community.

Trustee Roman welcomed Trustee Mason. She said positions are most often filled from our committees or involvement in the community. There always is some kind of involvement in the community before being named a Trustee. She urges interested residents to reach out to the Mayor or Trustees to learn how to get involved.

Trustee Opyd welcomed new Trustee Mason. She extends her congratulations to Curt Weist on his retirement.

ADJOURN: A motion was made by Trustee Roman and seconded by Trustee Harris-Jones to adjourn the regular meeting of the Board of Trustees.

Roll Call: AYES --Trustees Willis, Harris-Jones, Mason, Roman and Opyd with President Hofeld. NAYS -None. Motion carried.

The meeting adjourned at 7:40 p.m.

Respectfully submitted,

Marilyn Thomas

Village Clerk

Name	Description	DEPARTMENT	Net Invoice Amount
ADVANCED AUTO PARTS	ADMIN REPAIR PARTS	PUBLIC WORKS	15.64
Total ADVANCED AUTO PARTS:			15.64
AIRGAS USA LLC	WELDING SUPPLIES	PUBLIC WORKS	149.86
Total AIRGAS USA LLC:			149.86
ALTA EQUIPMENT COMPANY	L&M DEPT REPAIR PARTS	PUBLIC WORKS	85.50
Total ALTA EQUIPMENT COMPANY:			85.50
AMAZON CAPITAL SERVICES IN	BUILDING MAINT SUPPLIES	PUBLIC WORKS	109.32
AMAZON CAPITAL SERVICES IN	BUILDING MAINT SUPPLIES	PUBLIC WORKS	114.99
AMAZON CAPITAL SERVICES IN	WIRELESS MIC FOR COURT LAPTOP	MANAGER'S OFFICE	27.48
Total AMAZON CAPITAL SERVICES INC:			251.79
AUTO PALACE INC	ACCIDENT REPAIR POLICE	PUBLIC WORKS	2,343.50
Total AUTO PALACE INC:			2,343.50
AVALON PETROLEUM COMPAN	FUEL INVENTORY DIESEL	ASSETS	2,431.80
Total AVALON PETROLEUM COMPANY:			2,431.80
B ALLAN GRAPHICS	OFFICE SUPPLIES	MANAGER'S OFFICE	65.00
Total B ALLAN GRAPHICS:			65.00
BERGSTEINS NY DELICATESSE	BERGSTEINS INCENTIVE PAYMENT	MANAGER'S OFFICE	60,000.00
BERGSTEINS NY DELICATESSE	BERGSTEINS INCENTIVE PAYMENT	MANAGER'S OFFICE	25,000.00
Total BERGSTEINS NY DELICATESSEN:			85,000.00
BERLANDS HOUSE OF TOOLS	HARD HAT	PUBLIC WORKS	54.99
Total BERLANDS HOUSE OF TOOLS:			54.99
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES - FD	FIRE DEPARTMENT	516.82
Total BOUND TREE MEDICAL LLC:			516.82
C & M PIPE SUPPLY	VALVE BOX PARTS	PUBLIC WORKS	1,501.07
Total C & M PIPE SUPPLY:			1,501.07
CHARLES MARTIN	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	564.80
Total CHARLES MARTIN:			564.80
CHARLES SCHEIWE	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	703.20
Total CHARLES SCHEIWE:			703.20
CITY OF CHICAGO HEIGHTS	WATER PURCHASED 3/1/2024-3/31/2024	PUBLIC WORKS	101,305.74
CITY OF CHICAGO HEIGHTS	WATER PURCHASED 3/1/2024-3/31/2024	PUBLIC WORKS	12,559.73

Name	Description	DEPARTMENT	Net Invoice Amount
CITY OF CHICAGO HEIGHTS	WATER PURCHASED 3/1/2024-3/31/2024	PUBLIC WORKS	178,803.73
CITY OF CHICAGO HEIGHTS	WATER PURCHASED 4/1/2024-4/30/2024	PUBLIC WORKS	111,727.54
CITY OF CHICAGO HEIGHTS	WATER PURCHASED 4/1/2024-4/30/2024	PUBLIC WORKS	13,937.94
CITY OF CHICAGO HEIGHTS	WATER PURCHASED 4/1/2024-4/30/2024	PUBLIC WORKS	164,722.47
CITY OF CHICAGO HEIGHTS	RETROACTIVE WATER RATE INCREASE	PUBLIC WORKS	14,114.90
Total CITY OF CHICAGO HEIGHTS:			597,172.05
COMCAST BUSINESS CORP	INTERNET VH & NETWORK PW	MANAGER'S OFFICE	1,721.01
COMCAST BUSINESS CORP	PRI TELEPHONE SERVICE	MANAGER'S OFFICE	425.53
Total COMCAST BUSINESS CORP:			2,146.54
COOK COUNTY CLERK	RECORDING FEES - VA	MANAGER'S OFFICE	983.00
Total COOK COUNTY CLERK:			983.00
COOK COUNTY DEPT OF PUBLI	HEALTH INSPECTIONS JAN-MAR 2023	MANAGER'S OFFICE	5,900.00
Total COOK COUNTY DEPT OF PUBLIC HEALTH:			5,900.00
COOK COUNTY TREASURER	TRAFFIC SIGNAL MAINTENANCE	PUBLIC WORKS	1,131.28
Total COOK COUNTY TREASURER:			1,131.28
CORE & MAIN LP	4" REPLACEMENT METER HEADS	PUBLIC WORKS	2,220.00
CORE & MAIN LP	WATER METER READER	PUBLIC WORKS	680.00
CORE & MAIN LP	WATER METER HEADS	PUBLIC WORKS	3,920.33
CORE & MAIN LP	CREDIT FOR METER HEADS	PUBLIC WORKS	7,800.00-
CORE & MAIN LP	WATER METER HEADS	PUBLIC WORKS	3,900.00
CORE & MAIN LP	WATER METER HEADS	PUBLIC WORKS	3,900.00
Total CORE & MAIN LP:			6,820.33
CORE INTEGRATED MARKETIN	NEW RESIDENT FOLDERS	MANAGER'S OFFICE	442.50
CORE INTEGRATED MARKETIN	ADOPT A PLANTER SIGN	PUBLIC WORKS	27.50
CORE INTEGRATED MARKETIN	NEW RESIDENT BOOKLETS	MANAGER'S OFFICE	298.84
CORE INTEGRATED MARKETIN	SERVICE LINE MAILING	PUBLIC WORKS	3,298.69
CORE INTEGRATED MARKETIN	SERVICE LINE MAILING	PUBLIC WORKS	290.99
CORE INTEGRATED MARKETIN	SERVICE LINE MAILING	PUBLIC WORKS	998.78
CORE INTEGRATED MARKETIN	METRA LOT TEMP PARKING SIGN	MANAGER'S OFFICE	146.50
Total CORE INTEGRATED MARKETING:			5,503.80
CURRIE MOTORS (PARTS)	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	111.20
CURRIE MOTORS (PARTS)	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	145.06
CURRIE MOTORS (PARTS)	ADMIN REPAIR PARTS	PUBLIC WORKS	551.69
CURRIE MOTORS (PARTS)	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	70.31
CURRIE MOTORS (PARTS)	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	71.87
CURRIE MOTORS (PARTS)	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	267.12
Total CURRIE MOTORS (PARTS):			1,217.25
CVB	HOTEL TAX - APRIL 2024	ASSETS	669.17
Total CVB:			669.17

Name	Description	DEPARTMENT	Net Invoice Amount
DYNEGY ENERGY SERVIC	ENERGY	PUBLIC WORKS	7,247.38
DYNEGY ENERGY SERVIC	ENERGY	PUBLIC WORKS	5,577.94
DYNEGY ENERGY SERVIC	ENERGY	PUBLIC WORKS	6,983.55
DYNEGY ENERGY SERVIC	ENERGY	PUBLIC WORKS	5,420.09
DYNEGY ENERGY SERVIC	ENERGY	PUBLIC WORKS	9,982.96
DYNEGY ENERGY SERVIC	ENERGY	PUBLIC WORKS	1,896.57
DYNEGY ENERGY SERVIC	ENERGY	PUBLIC WORKS	788.54
DYNEGY ENERGY SERVIC	ENERGY	PUBLIC WORKS	682.97
DYNEGY ENERGY SERVIC	ENERGY	PUBLIC WORKS	42.10
DYNEGY ENERGY SERVIC	ENERGY	PUBLIC WORKS	9,716.54
DYNEGY ENERGY SERVIC	ENERGY	PUBLIC WORKS	1,823.11
DYNEGY ENERGY SERVIC	ENERGY	PUBLIC WORKS	756.54
DYNEGY ENERGY SERVIC	ENERGY	PUBLIC WORKS	676.38
DYNEGY ENERGY SERVIC	ENERGY	PUBLIC WORKS	39.47
Total DYNEGY ENERGY SERVIC:			51,634.14
EDWARD J PIANE	ART AND GARDEN ENTERTAINMENT	MANAGER'S OFFICE	1,600.00
Total EDWARD J PIANE:			1,600.00
EMPANADUS WHOLESAL	PLACES FOR EATING TAX INCENTIVE	MANAGER'S OFFICE	1,937.00
Total EMPANADUS WHOLESAL LLC:			1,937.00
ERNEST LARSON	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	1,876.80
Total ERNEST LARSON:			1,876.80
EVT TECH	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	89.90
Total EVT TECH:			89.90
EXPERT CHEMICAL	DISPOSABLE COMMODITIES	PUBLIC WORKS	376.78
EXPERT CHEMICAL	DISPOSABLE COMMODITIES	PUBLIC WORKS	646.37
EXPERT CHEMICAL	DISPOSABLE COMMODITIES	PUBLIC WORKS	614.47
Total EXPERT CHEMICAL:			1,637.62
FAIRVIEW REALTY GROUP	POLICE APPLICANT BACKGROUND CHECK	MANAGER'S OFFICE	25.00
Total FAIRVIEW REALTY GROUP:			25.00
FESSCO FIRE EQUIP SALES &	FIRE EXTINGUISHER INSPECTION	PUBLIC WORKS	2,882.68
Total FESSCO FIRE EQUIP SALES & SVC:			2,882.68
FLEET SAFETY SUPPLY	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	94.36
FLEET SAFETY SUPPLY	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	916.46
Total FLEET SAFETY SUPPLY:			1,010.82
FORD OF HOMEWOOD	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	267.14
FORD OF HOMEWOOD	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	198.90
FORD OF HOMEWOOD	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	23.34

Name	Description	DEPARTMENT	Net Invoice Amount
Total FORD OF HOMEWOOD:			489.38
GASVODA & ASSOCIATES	LIFT STATION SUPPLIES	PUBLIC WORKS	169.95
Total GASVODA & ASSOCIATES:			169.95
GBJ SALES LLC	WEED KILLER	PUBLIC WORKS	194.85
Total GBJ SALES LLC:			194.85
GFC LEASING	MONTHLY AGREEMENT	MANAGER'S OFFICE	944.23
GFC LEASING	COPIER METERS	MANAGER'S OFFICE	816.75
Total GFC LEASING:			1,760.98
GLENN DAVID PRODUCTIONS	FACEPAINTING	MANAGER'S OFFICE	1,200.00
Total GLENN DAVID PRODUCTIONS:			1,200.00
GRAINGER INC	PALLET RACK STORAGE PW	PUBLIC WORKS	3,026.15
GRAINGER INC	FIRST AID SUPPLIES	PUBLIC WORKS	478.04
GRAINGER INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	250.38
GRAINGER INC	DISPOSABLES	PUBLIC WORKS	195.00
GRAINGER INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	394.72
GRAINGER INC	VEHICLE MAINT DEPT SUPPLIES	PUBLIC WORKS	75.36
Total GRAINGER INC:			4,419.65
GREAT LAKES DISTRUBUTING I	BUILDING MAINT SUPPLIES	PUBLIC WORKS	349.00
Total GREAT LAKES DISTRUBUTING INC:			349.00
GW BERKHEIMER CO INC	HVAC MATERIALS	PUBLIC WORKS	283.10
GW BERKHEIMER CO INC	HVAC REPAIRS - PW	PUBLIC WORKS	475.80
Total GW BERKHEIMER CO INC:			758.90
HANNA NELSON	REIMBURSEMENT FOR TRAINING EXPENSES	POLICE DEPARTMENT	1,565.71
Total HANNA NELSON:			1,565.71
HASTINGS AIR ENERGY	OPERATING SUPPLIES - FD	FIRE DEPARTMENT	2,830.50
Total HASTINGS AIR ENERGY:			2,830.50
HERNAN BANUELOS	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	230.30
Total HERNAN BANUELOS:			230.30
HISKES, DILLNER, O'DONNELL	CONTRACT/CONSULTING SERVICE	MANAGER'S OFFICE	3,207.50
Total HISKES, DILLNER, O'DONNELL:			3,207.50
HOGANCAMP BERNARD	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	830.72

Name	Description	DEPARTMENT	Net Invoice Amount
Total HOGANCAMP BERNARD:			830.72
HOMEWOOD DISPOSAL	DUMP CHARGES	PUBLIC WORKS	635.50
HOMEWOOD DISPOSAL	DUMP CHARGES	PUBLIC WORKS	88.00
Total HOMEWOOD DISPOSAL:			723.50
HOMEWOOD-FLOSSMOOR CH	AVM RECRUITMENT	MANAGER'S OFFICE	140.00
Total HOMEWOOD-FLOSSMOOR CHRONICLE:			140.00
HR GREEN INC	PLAN REVIEWS FOR APRIL 2024	FIRE DEPARTMENT	2,470.25
Total HR GREEN INC:			2,470.25
ILCMA	MEMBERSHIPS/SUBSCRIPT - MO	MANAGER'S OFFICE	362.50
Total ILCMA:			362.50
INTERSTATE BATTERY	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	232.95
Total INTERSTATE BATTERY:			232.95
INTERSTATE BILLING SERV INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	140.00
INTERSTATE BILLING SERV INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	1,070.90
INTERSTATE BILLING SERV INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	125.00
Total INTERSTATE BILLING SERV INC:			1,335.90
INTOXIMETERS	INTOXILYZER SUPPLIES	POLICE DEPARTMENT	177.75
Total INTOXIMETERS:			177.75
JAX INSPECTION PRO	PLUMBING INSPECTION	FIRE DEPARTMENT	40.00
Total JAX INSPECTION PRO:			40.00
JEL AUDIO	AUDIO - ART AND GARDEN	MANAGER'S OFFICE	3,050.00
Total JEL AUDIO:			3,050.00
JOHN SATHER	FARMERS MARKET ENTERTAINMENT	MANAGER'S OFFICE	300.00
Total JOHN SATHER:			300.00
JUSTIN MICHAEL PRZYBYCIEN	FARMERS MARKET ENTERTAINMENT	MANAGER'S OFFICE	200.00
Total JUSTIN MICHAEL PRZYBYCIEN:			200.00
KANKAKEE TRUCK EQUIPMEN	STREET DEPT REPAIR PARTS	PUBLIC WORKS	1,098.50
Total KANKAKEE TRUCK EQUIPMENT:			1,098.50
KEITH EENIGENBURG	ANTIQUE VEHICLE REBATE	ASSETS	20.00
KEITH EENIGENBURG	ANTIQUE VEHICLE REBATE	ASSETS	20.00

Name	Description	DEPARTMENT	Net Invoice Amount
Total KEITH EENIGENBURG:			40.00
KENCO CORPORATION	EQUIPMENT PURCHASE PW	PUBLIC WORKS	6,235.56
KENCO CORPORATION	VEHICLE MAINT TOOLS	PUBLIC WORKS	395.00
Total KENCO CORPORATION:			6,630.56
LANER MUCHIN LTD	RETAINER/LABOR RELATIONS	MANAGER'S OFFICE	4,806.67
Total LANER MUCHIN LTD:			4,806.67
LEE JENSEN SALES CO INC	SEWER LASER	PUBLIC WORKS	780.00
Total LEE JENSEN SALES CO INC:			780.00
LEXIPOL LLC	POLICEONE ACADEMY ANNUAL RATE WITH OLL SERVIC	POLICE DEPARTMENT	2,558.52
LEXIPOL LLC	INVENTORY MANAGEMENT	POLICE DEPARTMENT	951.12
Total LEXIPOL LLC:			3,509.64
LexisNexis RISK DATA MANAGE	BACKGROUND CHECKS	POLICE DEPARTMENT	200.00
Total LexisNexis RISK DATA MANAGEMENT:			200.00
LINDSAY CABAY	TRAVEL REIMBURSEMENT	MANAGER'S OFFICE	83.48
Total LINDSAY CABAY:			83.48
LOTT #1 INC	PRISONER MEALS	POLICE DEPARTMENT	74.30
Total LOTT #1 INC:			74.30
MARTIN AND KYLE ARRIVO	18064 MARTIN AVENUE (BERGSTEIN'S BUILDOUT)	MANAGER'S OFFICE	5,000.00
Total MARTIN AND KYLE ARRIVO:			5,000.00
MCMASTER CARR SUPPLY	PPE SUPPLIES - MEDICAL KITS	PUBLIC WORKS	1,017.90
Total MCMASTER CARR SUPPLY:			1,017.90
MEADE ELECTRIC CO INC	TRAFFIC SIGNAL MAINTANENCE	PUBLIC WORKS	2,580.24
Total MEADE ELECTRIC CO INC:			2,580.24
MENARDS INC	TRUCK SUPPLIES	PUBLIC WORKS	22.12
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	31.82
MENARDS INC	SHOP SUPPLIES	PUBLIC WORKS	22.96
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	49.61
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	444.95
MENARDS INC	GLOVES	PUBLIC WORKS	27.46
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	57.91
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	8.59
MENARDS INC	DISPOSABLE COMMODITIES	PUBLIC WORKS	20.81
MENARDS INC	OFFICE SUPPLIES	MANAGER'S OFFICE	34.96
MENARDS INC	TRUCK SUPPLIES	PUBLIC WORKS	7.98
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	61.88

Name	Description	DEPARTMENT	Net Invoice Amount
MENARDS INC	OPERATING SUPPLIES - FD	FIRE DEPARTMENT	48.25
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	94.21
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	11.45
MENARDS INC	TRUCK SUPPLIES	PUBLIC WORKS	161.09
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	176.49
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	31.83
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	36.98
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	14.99
MENARDS INC	SHOP SUPPLIES	PUBLIC WORKS	77.90
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	84.97
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	51.92
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	47.92
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	117.54
MENARDS INC	CAMERA SUPPLIES	PUBLIC WORKS	20.88
MENARDS INC	MATERIALS FOR EVENTS	MANAGER'S OFFICE	444.95
Total MENARDS INC:			2,212.42
METROPOLITAN MAYORS CAU	MEMBERSHIP DUES	MANAGER'S OFFICE	875.84
Total METROPOLITAN MAYORS CAUCUS:			875.84
MICHAEL HOGER	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	560.35
Total MICHAEL HOGER:			560.35
MICHAEL NICKOLAOU	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	188.06
Total MICHAEL NICKOLAOU:			188.06
MONARCH AUTO SUPPLY INC	VEHICLE MAINT OPERATING SUPPLIES	PUBLIC WORKS	568.75
MONARCH AUTO SUPPLY INC	L&M REPAIR PARTS	PUBLIC WORKS	120.12
MONARCH AUTO SUPPLY INC	VEHICLE MAINT TOOLS	PUBLIC WORKS	884.25
MONARCH AUTO SUPPLY INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	81.46
MONARCH AUTO SUPPLY INC	VEHICLE MAINT OPERATING SUPPLIES	PUBLIC WORKS	43.71
MONARCH AUTO SUPPLY INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	12.24
MONARCH AUTO SUPPLY INC	L&M REPAIR PARTS	PUBLIC WORKS	20.69
MONARCH AUTO SUPPLY INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	42.15
Total MONARCH AUTO SUPPLY INC:			1,773.37
MOTOROLA SOLUTIONS CREDI	FY 2024-25 RADIO LEASE PAYMENT	POLICE DEPARTMENT	45,396.90
Total MOTOROLA SOLUTIONS CREDIT COMPANY LLC:			45,396.90
MOTOROLA SOLUTIONS INC	COMMUNICATIONS EQUIP - FD	FIRE DEPARTMENT	933.60
Total MOTOROLA SOLUTIONS INC:			933.60
MUNICIPAL COLLECTION SERVI	MCSI COLLECTION FEES -- ALARMS	POLICE DEPARTMENT	86.98
MUNICIPAL COLLECTION SERVI	MCSI COLLECTION FEES -- ABC	POLICE DEPARTMENT	225.00
MUNICIPAL COLLECTION SERVI	MCSI COLLECTION FEES -- MOVE	POLICE DEPARTMENT	52.89
Total MUNICIPAL COLLECTION SERVICES:			364.87
NERISSA MAJOR	TRAVEL REIMBURSEMENT	MANAGER'S OFFICE	83.48

Name	Description	DEPARTMENT	Net Invoice Amount
Total NERISSA MAJOR:			83.48
NICOLE FISHER	FARMER'S MARKET 2024 - 2ND PAYMENT	MANAGER'S OFFICE	4,862.50
Total NICOLE FISHER:			4,862.50
NIX NAX	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	32.50
Total NIX NAX:			32.50
NORTHWESTERN UNIVERSITY	SUPERVISION OF POLICE PERSONNEL	POLICE DEPARTMENT	1,100.00
Total NORTHWESTERN UNIVERSITY CPS:			1,100.00
O'HERRON CO	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	365.46
Total O'HERRON CO:			365.46
OLD NATIONAL BANK/FD	RENEWAL EMS LICENSE	FIRE DEPARTMENT	41.00
OLD NATIONAL BANK/FD	FIRE EXAM	FIRE DEPARTMENT	59.00
Total OLD NATIONAL BANK/FD:			100.00
OLD NATIONAL BANK/FIN	ANNUAL GFOA MEMBERSHIP	MANAGER'S OFFICE	225.00
OLD NATIONAL BANK/FIN	ANNUAL GFOA MEMBERSHIP DUES	MANAGER'S OFFICE	150.00
OLD NATIONAL BANK/FIN	MATERIALS FOR EVENTS	MANAGER'S OFFICE	866.97
OLD NATIONAL BANK/FIN	UNIFORM SHIRTS	PUBLIC WORKS	84.51
OLD NATIONAL BANK/FIN	SIGNATURE STAMP FOR VILLAGE TREASURER	MANAGER'S OFFICE	39.10
OLD NATIONAL BANK/FIN	ELECTRICAL SUPPLIES - SCI CTR	PUBLIC WORKS	64.81
OLD NATIONAL BANK/FIN	FLEET MANUALS	PUBLIC WORKS	530.45
OLD NATIONAL BANK/FIN	SAFETY SIGNS FUEL ISLAND	PUBLIC WORKS	229.45
OLD NATIONAL BANK/FIN	ELECTRICAL SUPPLIES - SCI CTR	PUBLIC WORKS	327.21
Total OLD NATIONAL BANK/FIN:			2,517.50
OLD NATIONAL BANK/MO	MEMBERSHIP DUES	MANAGER'S OFFICE	54.40
OLD NATIONAL BANK/MO	APPLE MUSIC	MANAGER'S OFFICE	10.99
OLD NATIONAL BANK/MO	LUNCHEON	MANAGER'S OFFICE	109.05
OLD NATIONAL BANK/MO	CIVICS ACADEMY	MANAGER'S OFFICE	20.43
OLD NATIONAL BANK/MO	AP STYLE GUIDE	MANAGER'S OFFICE	37.15
OLD NATIONAL BANK/MO	MEMBERSHIPS	MANAGER'S OFFICE	900.00
OLD NATIONAL BANK/MO	PROMOTIONAL ITEMS	MANAGER'S OFFICE	1,282.14
OLD NATIONAL BANK/MO	COMCAST CONSOLIDATED BILLING	MANAGER'S OFFICE	1,418.49
OLD NATIONAL BANK/MO	COMCAST CONSOLIDATED BILLING	MANAGER'S OFFICE	21.00
OLD NATIONAL BANK/MO	CONSTANT CONTACT	MANAGER'S OFFICE	145.00
OLD NATIONAL BANK/MO	RAFFLE GIFT CARD	MANAGER'S OFFICE	25.00
OLD NATIONAL BANK/MO	FARMERS MARKET SUPPLIES	MANAGER'S OFFICE	328.32
OLD NATIONAL BANK/MO	HOMESWEETHOMEWOOD RENEWAL	MANAGER'S OFFICE	19.95
OLD NATIONAL BANK/MO	EVENT SUPPLIES	MANAGER'S OFFICE	293.97
OLD NATIONAL BANK/MO	STAFF NAMEPLATE	MANAGER'S OFFICE	10.50
OLD NATIONAL BANK/MO	RAFFLE GIFT CARD	MANAGER'S OFFICE	25.00
OLD NATIONAL BANK/MO	SHAREPOINT PLAN RENEWAL	MANAGER'S OFFICE	360.00
OLD NATIONAL BANK/MO	RAFFLE GIFT CARD	MANAGER'S OFFICE	25.00
OLD NATIONAL BANK/MO	CLEAN UP DAY REFRESHMENTS	MANAGER'S OFFICE	60.44
OLD NATIONAL BANK/MO	TAX REFUNDED	MANAGER'S OFFICE	75.42-
OLD NATIONAL BANK/MO	ZOOM	MANAGER'S OFFICE	40.00

Name	Description	DEPARTMENT	Net Invoice Amount
Total OLD NATIONAL BANK/MO:			5,111.41
OLD NATIONAL BANK/PD	OFFICE SUPPLIES	POLICE DEPARTMENT	12.99
OLD NATIONAL BANK/PD	RECRUITING SUPPLIES	POLICE DEPARTMENT	53.81
OLD NATIONAL BANK/PD	BREAK ROOM REFRIGERATOR	POLICE DEPARTMENT	952.98
OLD NATIONAL BANK/PD	POLICE APPLICANT ORAL INTERVIEWS	MANAGER'S OFFICE	58.96
OLD NATIONAL BANK/PD	SERGEANTS PROMOTIONAL EXAM	MANAGER'S OFFICE	48.95
OLD NATIONAL BANK/PD	GRACIE SURVIVAL TACTICS	POLICE DEPARTMENT	3,000.00
OLD NATIONAL BANK/PD	CABINETS & COUNTER FOR CIU	POLICE DEPARTMENT	2,446.00
OLD NATIONAL BANK/PD	BACKGROUND INVESTIGATIONS-POLICE APPLICANTS	POLICE DEPARTMENT	425.00
OLD NATIONAL BANK/PD	OFFICE SUPPLIES	POLICE DEPARTMENT	456.88
OLD NATIONAL BANK/PD	SERGEANTS PROMOTIONAL EXAM	MANAGER'S OFFICE	61.95
OLD NATIONAL BANK/PD	STORAGE CABINET	POLICE DEPARTMENT	702.05
OLD NATIONAL BANK/PD	CRIME PREVENTION SUPPLIES	POLICE DEPARTMENT	145.00
OLD NATIONAL BANK/PD	BUSINESS CARDS	POLICE DEPARTMENT	65.17
Total OLD NATIONAL BANK/PD:			8,429.74
OLD NATIONAL BANK/PW	MISCELLANEOUS CREDIT	PUBLIC WORKS	34.94
OLD NATIONAL BANK/PW	MISCELLANEOUS CREDIT	PUBLIC WORKS	56.00
OLD NATIONAL BANK/PW	CLEAN UP DAY REFRESHMENTS	MANAGER'S OFFICE	301.73
OLD NATIONAL BANK/PW	EVENT MATERIALS STORAGE AND SETUP	MANAGER'S OFFICE	443.94
Total OLD NATIONAL BANK/PW:			654.73
OVERDOORS OF ILLINOIS INC	GARAGE DOOR L&M	PUBLIC WORKS	679.00
Total OVERDOORS OF ILLINOIS INC:			679.00
PATRICK MCANENEY	ANTIQUE VEHICLE REBATE	ASSETS	20.00
Total PATRICK MCANENEY:			20.00
PAUL PONINSKI	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	712.13
Total PAUL PONINSKI:			712.13
PITNEY BOWES	POSTAGE METER PURCHASE	MANAGER'S OFFICE	3,268.87
Total PITNEY BOWES:			3,268.87
PROSHRED SECURITY	SHREDDING	POLICE DEPARTMENT	74.36
Total PROSHRED SECURITY:			74.36
RA D'ORAZIO FORD INC	CONTRACTUAL SERVICE PW	PUBLIC WORKS	81.25
RA D'ORAZIO FORD INC	CONTRACTUAL SERVICE PW	PUBLIC WORKS	81.25
RA D'ORAZIO FORD INC	CONTRACTUAL SERVICE PW	PUBLIC WORKS	118.75
RA D'ORAZIO FORD INC	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	561.97
Total RA D'ORAZIO FORD INC:			843.22
RED WING BUSINESS ADVANT	WORK BOOTS	PUBLIC WORKS	186.99
RED WING BUSINESS ADVANT	WORK BOOTS	PUBLIC WORKS	241.98
RED WING BUSINESS ADVANT	WORK BOOTS	PUBLIC WORKS	241.98
RED WING BUSINESS ADVANT	WORK BOOTS	PUBLIC WORKS	256.98

Name	Description	DEPARTMENT	Net Invoice Amount
RED WING BUSINESS ADVANT	WORK BOOTS	PUBLIC WORKS	477.97
RED WING BUSINESS ADVANT	WORK BOOTS	PUBLIC WORKS	493.97
Total RED WING BUSINESS ADVANTAGE:			1,899.87
RELIANCE SAFETY LANE & SE	VEHICLE SAFETY INSPECTION - PW	PUBLIC WORKS	187.50
Total RELIANCE SAFETY LANE & SERVICE:			187.50
SANDENO EAST INC	ASPHALT	PUBLIC WORKS	139.36
SANDENO EAST INC	ASPHALT	PUBLIC WORKS	70.35
SANDENO EAST INC	ASPHALT	PUBLIC WORKS	68.34
SANDENO EAST INC	ASPHALT	PUBLIC WORKS	64.32
SANDENO EAST INC	ASPHALT	PUBLIC WORKS	218.42
Total SANDENO EAST INC:			560.79
SEBIS - POSTAGE	SEBIS POSTAGE	PUBLIC WORKS	2,988.23
Total SEBIS - POSTAGE:			2,988.23
SEBIS DIRECT INC	SEBIS DIRECT	PUBLIC WORKS	683.84
Total SEBIS DIRECT INC:			683.84
SECOND CHANCE CARDIAC S	DEFIBRILLATION ELECTRODES	FIRE DEPARTMENT	345.00
Total SECOND CHANCE CARDIAC SOLUTIONS, INC:			345.00
SERENDIPITY YOGA AND WELL	FARMERS MARKET	MANAGER'S OFFICE	400.00
Total SERENDIPITY YOGA AND WELLNESS LLC:			400.00
SHARK SHREDDING INC	MONTHLY SHREDDING	FIRE DEPARTMENT	66.00
Total SHARK SHREDDING INC:			66.00
SHERWIN WILLIAMS	PAINT	PUBLIC WORKS	102.06
Total SHERWIN WILLIAMS:			102.06
SiteOne LANDSCAPE SUPPLY L	WEED CHEMICAL	PUBLIC WORKS	429.96
Total SiteOne LANDSCAPE SUPPLY LLC:			429.96
STRADA CONSTRUCTION	CONCRETE FLATWORK SIDEWALKS 50/50	PUBLIC WORKS	1,275.00
STRADA CONSTRUCTION	CONCRETE FLATWORK SIDEWALKS	PUBLIC WORKS	29,800.47
STRADA CONSTRUCTION	CONCRETE/OUTSIDE CONTR - UTILITY DEPT	PUBLIC WORKS	19,940.10
STRADA CONSTRUCTION	CONCRETE/OUTSIDE CONTR - STREET DEPT	PUBLIC WORKS	7,648.95
Total STRADA CONSTRUCTION:			58,664.52
STRYKER SALES CORPORATIO	NEW AMBULANCE PARTS	FIRE DEPARTMENT	45,224.60
STRYKER SALES CORPORATIO	AMBULANCE PARTS	FIRE DEPARTMENT	4,116.16
Total STRYKER SALES CORPORATION:			49,340.76

Name	Description	DEPARTMENT	Net Invoice Amount
SWIFT SAW & TOOL SUPPLY	VEHICLE MAINT DEPT	PUBLIC WORKS	262.00
SWIFT SAW & TOOL SUPPLY	BUILDING MAINT SUPPLIES	PUBLIC WORKS	321.00
Total SWIFT SAW & TOOL SUPPLY:			583.00
TEMPLE DISPLAY LTD	SNOWFLAKE LIGHTBULBS	PUBLIC WORKS	1,045.00
Total TEMPLE DISPLAY LTD:			1,045.00
TERENCE ACQUAH	2024 CELL PHONE REIMBURSEMENT	MANAGER'S OFFICE	280.00
Total TERENCE ACQUAH:			280.00
TERMINIX PROCESSING CNTR	PEST CONTROL SERVICE	PUBLIC WORKS	125.00
Total TERMINIX PROCESSING CNTR:			125.00
THOMPSON ELEVATOR INSPEC	ELEVATOR INSPECTIONS	FIRE DEPARTMENT	38.00
Total THOMPSON ELEVATOR INSPECTION:			38.00
TIFCO INDUSTRIES INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	196.38
Total TIFCO INDUSTRIES INC:			196.38
TRAFFIC CONTROL & PROTEC	SIGNS	PUBLIC WORKS	368.85
Total TRAFFIC CONTROL & PROTECTION LLC:			368.85
TRL TIRE SERVICE	PUBLIC WORKS TIRES	PUBLIC WORKS	178.27
Total TRL TIRE SERVICE:			178.27
TRONC	LEGAL NOTICES	MANAGER'S OFFICE	946.00
Total TRONC:			946.00
UTERMARK & SONS QUALITY L	GRASS CUTTING	FIRE DEPARTMENT	1,369.53
UTERMARK & SONS QUALITY L	GRASS CUTTING	FIRE DEPARTMENT	505.33
UTERMARK & SONS QUALITY L	COMMERCIAL GRASS CUTS	FIRE DEPARTMENT	840.37
Total UTERMARK & SONS QUALITY LAWCARE CO:			2,715.23
WALTS FOOD CENTER	REFRESHMENTS	PUBLIC WORKS	25.58
WALTS FOOD CENTER	ICE FOR LACROSSE CLEAN UP	MANAGER'S OFFICE	4.48
Total WALTS FOOD CENTER:			30.06
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	PUBLIC WORKS	626.34
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	PUBLIC WORKS	179.01
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	MANAGER'S OFFICE	37.28
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	PUBLIC WORKS	18.03
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	MANAGER'S OFFICE	102.44
Total WAREHOUSE DIRECT OFFICE PDTS:			963.10
WENTWORTH TIRE SERVICE IN	VEHICLE TIRES - FD	FIRE DEPARTMENT	256.50

Name	Description	DEPARTMENT	Net Invoice Amount
Total WENTWORTH TIRE SERVICE INC:			256.50
WEST SIDE TRACTOR SALES	WATER DEPT REPAIR PARTS	PUBLIC WORKS	564.11
WEST SIDE TRACTOR SALES	STREET DEPT REPAIR PARTS	PUBLIC WORKS	701.20
Total WEST SIDE TRACTOR SALES:			1,265.31
WINKLER SERVICES LLC	EMERGENCY TREE REMOVAL - PW	PUBLIC WORKS	4,543.42
Total WINKLER SERVICES LLC:			4,543.42
WISCO	OXYGEN	FIRE DEPARTMENT	247.98
Total WISCO:			247.98
WOLDHUIS FARMS	ANNUAL FLOWERS	PUBLIC WORKS	588.59
Total WOLDHUIS FARMS:			588.59
WORKING WELL	PHYSICALS - FD	FIRE DEPARTMENT	3,876.00
WORKING WELL	POLICE CLERICAL PRE-EMPLOYMENT PHYSICAL	MANAGER'S OFFICE	210.00
WORKING WELL	SCHNEITER - AUDIOGRAM	FIRE DEPARTMENT	25.00
WORKING WELL	PRE EMPLOYMENT PHYSICAL	MANAGER'S OFFICE	95.00
Total WORKING WELL:			4,206.00
WRIGHT MATERIALS LLC	BLACK DIRT	PUBLIC WORKS	600.00
Total WRIGHT MATERIALS LLC:			600.00
ZEP MANUFACTURING CO	DISPOSABLE COMMODITIES	PUBLIC WORKS	205.09
Total ZEP MANUFACTURING CO:			205.09
Grand Totals:			1,046,993.55

Dated: _____

Village Clerk: _____



BOARD AGENDA MEMORANDUM

DATE OF MEETING: May 28, 2024

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Robert Grabowski, Fire Chief

Topic: Renewal agreement - TPI Building Code Consultants

PURPOSE

The Village engages TPI Building Code Consultants Inc. of South Elgin, IL for plan review and inspection services for complex projects that require specialized expertise, particularly concerning commercial plans beyond the Village's internal capabilities. The agreement with TPI Building Code Consultants is due to be renewed for fiscal year 2024/2025. The renewal of this agreement requires Board approval.

PROCESS

The Village presently engages two plan review companies for the Building Division. Since 2022, the Village has relied on TPI Building Code Consultants Inc. as one of the primary contracted plan review firms. TPI Building Code Consultants handles smaller commercial projects, while HR Green reviews larger commercial projects, thanks to their extensive staffing resources.

TPI's plan examiners adhere to the codes adopted by the Village. Notably, all commercial plan reviews are conducted by an International Code Council (ICC) Master Code Professional, and plumbing plan reviews by an Illinois licensed plumber.

OUTCOME

The renewal of this agreement will allow the Building Division to continue working with TPI Building Code Consultants throughout the upcoming fiscal year. This is crucial due to the significant number of ongoing projects within the Village.

FINANCIAL IMPACT

The cost for plan review services is recovered through the permit process.

- **Funding Source:** General Fund
- **Budgeted Amount:** \$75,000 split between both contracted companies

VILLAGE OF HOMEWOOD

Item 10. A.



LEGAL REVIEW

Completed

RECOMMENDED BOARD ACTION

Approve the renewal of an agreement for plan review and inspection services with TPI Building Code Consultants Inc. of South Elgin Illinois, IL.

ATTACHMENT(S)

Agreement

INDEPENDENT CONTRACTORS AGREEMENT

THIS AGREEMENT ENTERED INTO BY AND BETWEEN TPI Building Code Consultants, Inc., 321-325 Spruce, South Elgin, Illinois (hereinafter the "Contractor") and Village of Homewood (hereinafter the "CITY"), known collectively (the "PARTIES").

WHEREAS, Contractor will be performing services and work for the CITY from time to time as ordered and directed by the CITY; and

WHEREAS, Contractor agrees to perform the duties as described in Exhibit A at the rate agreed upon between the Contractor and the City;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the Contractor hereby agrees:

1. To comply with all applicable laws, regulations and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body in effect from time to time during the performance of the work. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation on the laws, regulations and rules with which Contractor must comply are, all forms of Workers Compensation Laws, the Prevailing Wage Act, all terms of the Equal Employment Opportunity clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, certification of a written sexual harassment policy in full compliance with the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4), Statutes relating to contracts let by government, all applicable civil rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations.
2. To the fullest extent permitted by law, the Contractor shall waive any right of contribution against the CITY and shall indemnify and hold harmless the CITY and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting there from, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity, which the CITY would otherwise have.

3. The Contractor shall similarly protect, indemnify and hold and save harmless, the CITY, its officers, officials, employee, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred by reasons of Contractor's breach of any of its obligations under, or Contractor's default or any provisions of the agreement. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers Compensation or Disability Benefit Acts or Employee Benefit Acts.
4. **Term.** The term of this Agreement begins May 1, 2024, and ends April 30, 2025, unless terminated by either party with a written 30-day notice.
5. **Insurance.** The Contractor shall provide certificates of insurance and upon request, policies of insurance, all with coverages and limits acceptable to the CITY, and evidencing at least the minimum insurance coverages and limits. In no event shall any work begin without an insurance certificate having been provided and approved by the CITY. Such certificates shall be from companies with a general rating of A and a financial size category of Class X or better, in Best's Insurance Guide. Such certificates of insurance shall provide that no insurer change, modification, or cancellation of any insurance policy or coverage shall become effective until the expiration of 30 days after written notice thereof shall have been given to the CITY. The Contractor shall, at all times during the term of this Agreement, maintain and keep in force, at the Contractor's expense, the insurance coverages provided above.
6. Contractor shall furnish any affidavit or certificate in connection with the work covered by this agreement as required by law.
7. **Availability of Personnel.** The Contractor shall provide all personnel necessary to complete the inspections. The Contractor shall notify the City as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of an inspector(s) assigned to the City. The Contractor shall have no claim for damages and shall not bill the City for additional time and materials charges as the result of any portion of the professional services which must be duplicated or redone due to such termination, reassigning, or resignation.
8. **Approval and Use of Subcontractors.** The Contractor shall perform the professional services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the City in writing. All subcontractors and subcontracts used by the Contractor shall be acceptable to, and approved in advance by, the City. The City's approval of any subcontractor or subcontract shall not relieve the Contractor of full responsibility and liability for the provision, performance, and completion of the professional services as required by the Agreement. All professional services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Contractor.

9. **Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the professional services in a manner satisfactory to the City, the Contractor shall immediately upon notice from the City remove and replace such personnel or subcontractor. The Contractor shall have no claim for damages, for compensation in excess of the amount contained in this Agreement as a result of any such removal or replacement.
10. **Non-Solicitation of T.P.I. Building Code Employees.** In consideration of the mutual promises contained in this Agreement, including the understanding that T.P.I. will be providing [the Village/Township] with consultants specially-trained by T.P.I. and who will utilize T.P.I.'s confidential information and trade secrets, and in recognition that the services to be rendered to [the Village/Township] by T.P.I. are of a special and unique character, [the Village/Township] covenants, warrants and agrees that during the period of time that any individual T.P.I. employee provides consultation to [the Village/Township] and for a period of one (1) year following the last day in which any such T.P.I. employee provides such consulting services for [the Village/Township], [the Village/Township] shall not, either directly or indirectly, without the prior written consent of T.P.I., solicit, induce or otherwise offer employment to, or engage in discussions regarding employment with, any such T.P.I. employee, or assist any third party with respect to any of these actions, unless that T.P.I. employee has been separated from his or her employment or other relationship with T.P.I. for a period of six (6) consecutive months.
11. **Conflict of Interest.** The Contractor represents and certifies that, to the best of its knowledge, (1) no City employee or agent is interested in the business of the Contractor or this Agreement; (2) as of the date of this Agreement neither the Contractor nor any person employed or associated with the Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Contractor nor any person employed by or associated with the Contractor shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.
12. **No Collusion.** The Contractor represents and certifies that the Contractor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Contractor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.* The Contractor represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the City prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Contractor has, in procuring this Agreement, colluded with any

other person, firm, or corporation, then the Contractor shall be liable to the City for all loss or damage that the City may suffer, and this Agreement shall, at the City's option, be null and void.

13. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.
14. **Assignment.** This Agreement may not be assigned by the City or by the Consultant without the prior written consent of the other party.
15. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered, either personally, by a reputable overnight courier, or by e-mail. Notices and other communications to the City shall be addressed to, and delivered at, the following address:

City/Village/County
Attention: Robert Grabowski

E-mail: bgrabowski@homewoodil.gov

IT IS MUTUALLY UNDERSTOOD AND AGREED that the Contractor shall have the full control of the ways and means of performing the work referred to above and that the Contractor or its employees, representatives or subcontractors are in no sense employees of the CITY, it being specifically agreed that the Contractor bears the relationship of an independent contractor to the CITY.

IN WITNESS WHEREOF, THE PARTIES have executed this Agreement this 21 day of May, 2024.

CITY/VILLAGE/COUNTY

CONTRACTOR

Carrie Ortiz
Signature

Carrie Ortiz
Name

Executive Vice President
Title

Attest:

Date of Execution

Date of Execution

_____, 2024

May 21, 2024

T.P.I. Building Code Consultants, Inc.
Professional Residential & Commercial Plan Review and Inspection Services

Plan Review Fee Schedules- Electronic Preferred

Small Permit Plan Review Program

- 5 days or less turnaround time.
- Re-reviews are 50% of original review.

Initial Review Fee (Excludes plumbing) Table A	Residential Small Permit Plan Review Program
\$80.00 each	Furnace/AC, driveway, sewer repair, roof
\$100.00 each	Electric service upgrade, fence, fireplace, patio
\$150.00 each	Pavilion, pergola
\$225.00 each	Deck, electric car charging station, front porch, outdoor kitchen, pool, shed
\$250.00 each	PV system
\$300.00 each	Sunroom, screen porch w/deck, bath remodel
\$350.00 each	Detached garage, kitchen/basement remodel/finish

One and Two-Family Dwellings

- 5 business day expedited plan reviews are offered as our resources permit and are performed for an additional fee of 50% of the original review.

Plan Review Type Table C	Building, Energy, and Electrical	Plumbing
Initial Review - One and Two-Family Dwellings	\$450.00/each dwelling	\$70.00 + \$3.00 per opening
Re-reviews	\$225.50	\$70.00 + \$3.00 per opening

Industrial, Commercial, and Multi-Family Structures

- Specific areas of plan examination include the disciplines of building, mechanical, electrical, energy, and accessibility standards.
- All re-reviews are done at 50% of the original fee.
- 10 business days or less completion time for initial reviews.
- 5 business day expedited plan reviews are offered as our resources permit and are performed for an additional fee of 50% of the original review.

Gross Floor Area Table D	Base Building	Base Building and up to two other disciplines	Base Building and up to three other disciplines
UP TO 2,500 SF	\$420.00	\$507.00	\$695.00
2,501 TO 4,000 SF	\$469.00	\$634.00	\$849.00
4,001 TO 5,000 SF	\$585.00	\$761.00	\$973.00
5,001 TO 7,500 SF	\$662.00	\$926.00	\$1,147.00
7,501 TO 10,000 SF	\$728.00	\$965.00	\$1,296.00
OVER 10,000 SF	\$785.00 + \$16.00 PER 1,000 SF OVER 10,000 SF	BASE BLDG FEE x 1.5	BASE BLDG FEE x 2.0

321-325 Spruce Street
South Elgin, Illinois 60177
Email: tpil@tpibcc.com

Ph: (630)443-1567
Fax (630)443-2495
Website: tpibcc.com

T.P.I. Building Code Consultants, Inc.

Professional Residential & Commercial Plan Review and Inspection Services

Industrial, Commercial & Multi-Family Plumbing Plan Reviews

- Initial and re-reviews will be charged per the fee schedule below.
- 5 business day expedited plan reviews are offered as our resources permit and are performed for an additional fee of 50% of the original review.

Type of Building <small>Table E</small>	Base Price	Each Additional Fixture or Waste Opening
Industrial, Commercial & Multi-Family	\$110.00	\$5.00

Additional Reviews <small>Table F</small>	Fee
Commercial Kitchen & Food Processing areas	\$450.00 per 1000 SF of such areas
Hazardous Areas	\$450.00 per 1000 SF of such areas
Restaurant Mechanical Hood & Duct System	\$285.00 for 1 st hood, each additional hood reviewed at same time and within same building/unit, add \$115.00

Fire Plan Reviews

Sprinkler Systems

- Completion time of 10 business days or less.
- All re-reviews are done at 50% of the original fee.
- Additional fees may apply for dry-pipe and pre-actions systems.

Fee is based on the total number of sprinklers.

Number of Sprinklers <small>Table G</small>	Plan Review Fee NFPA 13D, 13 & 13R
1 to 20 <i>(Minimum fee)</i>	\$200.00
21 to 100	\$405.00
101 to 200	\$575.00
201 to 300	\$650.00
301 to 500	\$975.00
Over 500	\$975.00 plus \$0.95 per sprinkler over 500

Fire Detection and Alarm Systems

- \$0.05 per square foot of total building area.
- Minimum review fee of \$200.00.

Standpipe Systems

- \$200.00 per Standpipe.
- No charge for standpipes that are part of a total building sprinkler system.

T.P.I. Building Code Consultants, Inc.

Professional Residential & Commercial Plan Review and Inspection Services

Clean Agent Suppression Systems

- The fee is based on cubic feet in this instance as the number of nozzles and the size of the tank to be used are determined by cubic feet.
- All re-reviews are done at 50% of the original fee.

Cubic Footage of Protection Area	Fee
0 to 5,000	\$445.00
5,001 to 10,000	\$575.00
Over 10,000	\$575.00 plus \$.05 per cubic foot over 10,000

Restaurant Wet Chemical Systems

Number of Nozzles	Fee
1 to 15	\$275.00
16 to 30	\$375.00
31 to 50	\$485.00
over 50	\$485.00 plus \$8.00 per nozzle over 50
Each additional hood system reviewed at the same time within the same building and unit	Add \$115.00

Life Safety Plan Reviews

- Minimum fee of \$325.00.
- Fire code no Special Hazards – 50% of building review fee, see Table D
- Fire code including Special Hazards – 1.5 x building review fee, see Table D
- NFPA 101- 25% of building review fee, see Table D
- All re-reviews are done at 50% of the original fee.



BOARD AGENDA MEMORANDUM

DATE OF MEETING: May 28, 2024

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Robert Grabowski, Fire Chief

Topic: Renewal agreement/HR Green LLC

PURPOSE

The Village engages HR Green LLC of New Lenox, IL for plan review and inspection services for complex projects that require specialized expertise, particularly concerning commercial plans beyond the Village's internal capabilities. The agreement with HR Green is due to be renewed for fiscal year 2024/2025. The renewal of this agreement requires Board approval.

PROCESS

The Village presently engages two plan review companies for the Building Division. Since 2022, the Village has relied on HR Green as one of the primary contracted plan review firms. HR Green reviews larger commercial projects, while TPI Building Code Consultants handles smaller commercial projects.

HR Green utilizes certified inspectors to conduct inspections of all trades, verifying that projects comply with approved plans, specifications, and all applicable codes and ordinances. HR Green specializes in providing paperless electronic plan review and tracking solutions, where reviews and comments are accessible electronically.

OUTCOME

The renewal of this contract will allow the Building Division to continue working with HR Green throughout the upcoming fiscal year.

FINANCIAL IMPACT

The cost for plan review services is recovered through the permit process.

- **Funding Source:** General Fund
- **Budgeted Amount:** \$75,000 split between both contracted companies

LEGAL REVIEW

Completed

VILLAGE OF HOMEWOOD

Item 10. B.



RECOMMENDED BOARD ACTION

Approve the renewal of an agreement for plan review and inspection services with HR Green LLC of New Lenox, IL.

ATTACHMENT(S)

Agreement



PROFESSIONAL SERVICES AGREEMENT

For

**Village of Homewood
Building Plan Review and Inspection Services
May 1, 2024, to April 30, 2025**

Mr. Robert Grabowski – Fire Chief
Director of Homewood Fire Department
17950 Dixie Highway
Homewood, IL 60430
708-206-3400
bgrabowski@homewoodil.gov

Frank Urbina, NCARB, AIA
Group Leader / Licensed Architect

HR Green, Inc.
323 Alana Drive
New Lenox, IL 60045-1766
815-759-8389

HR Green Project No.: 2302833

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- 5.0 SERVICES BY OTHERS
- 6.0 CLIENT RESPONSIBILITIES
- 7.0 PROFESSIONAL SERVICES FEE
- 8.0 TERMS AND CONDITIONS

THIS **AGREEMENT** is between the Village of Homewood (hereafter "CLIENT") and HR Green, Inc. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

Upon contract approval and notice-to-proceed, COMPANY will provide CLIENT with COMPANY staff to perform Building Plan Review and Inspection Services. COMPANY staff will perform Building Plan Review Services remote from COMPANY office(s) and will report directly to the CLIENT as needed and determined by CLIENT.

Basic Services:

Building Plan Reviews and Building Inspections (Residential and Commercial) with COMPANY staff as needed. COMPANY staff will be ICC Certified, IDPH Certified, and State Licensed Professionals. The CLIENT will continue utilizing their in-house Permit Coordinator(s) / Administrative staff.

Building Plan submittals are to be sent to COMPANY electronically as PDFs via email as required and determined by CLIENT. COMPANY will return a final complete set of plans to the client stamped "approved" or "approved as noted" or plans may be stamped by the CLIENT as requested and determined by the CLIENT. COMPANY will provide plan review letters to CLIENT via email in Word and as PDFs for their review and use.

COMPANY staff will take direction from the CLIENT Fire Chief, Building Official or Village Staff and will adhere to the CLIENT'S scheduling, reporting, software usage, equipment standards, personnel assignments, training, and policy compliance.

COMPANY staff will be International Code Council (ICC) certified and/or State Licensed Professionals and will be experienced and knowledgeable in their specific field of service. COMPANY staff will work in compliance with the CLIENT policies and adopted building codes, ordinances, and amendments.

COMPANY will work and coordinate plan reviews and inspections with the CLIENT's software system, as needed. COMPANY will attend training on Village policies including, but not limited to software, procedures, and Village Codes, Ordinances and Amendments as needed or requested.

2.0 Scope of Services

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

CLIENT agrees to employ COMPANY to perform Building Plan Reviews and Inspections for building projects within the CLIENTs jurisdiction as directed by CLIENT for building projects including but not limited to, Residential, Remodeling, Additions, Multi-family, Commercial, Industrial and Mixed Use.

- A. COMPANY will utilize a multi-disciplined team member(s) assigned to CLIENT as required to perform complete technical Building Plan Reviews and Building Inspections, as requested by CLIENT, to include:
- Building
 - Structural
 - Mechanical
 - Electrical
 - Plumbing
 - Energy
 - Accessibility/ADA
 - Fire Alarm
 - Fire Sprinkler
 - Life Safety
- B. COMPANY staff will verify that construction documents (plans and specifications) and building inspections comply with adopted Building Codes, Local Municipal Codes and Ordinances and Amendments, and will review third party reports such as, but not limited to, Health Department Requirements, Soils and Geological Reports, Civil Engineering Grading Drawings and Surveys, Roof and Floor Engineered Truss Design Plans and Structural Design Plans.
- C. As directed by CLIENT, COMPANY staff will track plan review comments and inspections to verify that the applicants have addressed plan review and inspection comments to achieve Code and Ordinance compliance.
- D. COMPANY will provide a consistent roster of International Code Council (ICC) Certified Inspectors and State Licensed Professionals to perform plan reviews and building inspections as required by CLIENT. COMPANY plan reviewers and building inspectors will conduct plan reviews and inspections of all building disciplines to verify that plans and construction complies with approved plans, specifications, and all applicable codes and ordinances and amendments. As directed by CLIENT, COMPANY staff will provide on-site and off-site (via telephone and email) consultation to assist residents, business owners, developers, contractors, and design professionals as required.
- E. COMPANY staff will provide plan reviews and inspection services during the CLIENT's normal business hours or as directed by CLIENT and will include:
- Excellent customer service to the public as an extension of CLIENT staff.
 - On-site and off-site problem solving and working closely with property owners through occupancy as directed by CLIENT.
 - Proficiently communicate with permit applicants to provide clear and concise direction as determined by CLIENT.
 - Participate in reviews with fire, health, and other government agencies as required and directed by CLIENT.
 - Incorporate, track and update plan reviews and inspection reports utilizing the CLIENT's computer software system.

3.0 Deliverables and Schedules Included in this Agreement

The Contract Agreement shall be for a One (1) year term beginning May 1, 2024, to April 30, 2025. The CLIENT shall have the option to renew the contract for two (2) additional one (1) year terms with all terms and conditions, other than price, remaining the same.

COMPANY shall begin performing the services on or about May 1, 2024, after notice to proceed from CLIENT. The actual start date can be reviewed and amended to meet the needs of the CLIENT.

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT, but can be added at any time per task order or escrow account setup:

- Civil Engineering – HR Green staff
- Landscape Architect / Arborist – HR Green staff
- Surveying – HR Green staff
- External Agency Reports Analysis – HR Green staff
- Environmental – HR Green staff
- Building Code Updates – HR Green staff
- Building Permit Fees Analysis – HR Green staff
- Building Permit Processing Analysis - HR Green staff

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

5.0 Services by Others

Fire Chief / Building Official – Village Staff

Permit Coordinator / Administrative Assistant – Village Staff

Note: COMPANY will utilize COMPANY Permit Technician/Administrative staff for remote plan review and inspection coordination, processing, and scheduling.

6.0 Client Responsibilities

CLIENT is to provide COMPANY 48-hour notice for requested inspections with inspection schedule sent via email no later than 3p.m. CT for inspections required within 48 hours.

CLIENT is to provide COMPANY appointed staff with a copy of all Local Municipal Codes and Ordinances with Amendments including Historical District and Subdivision and Sign

requirements, standard permit applications, plan review and inspection forms and any other applicable forms or documents.

Project Type	Plan Review Lead Time
Small Residential	
Alteration / Remodel	5 business days or less
Garage / Accessory Structure	3 business days or less
Decks / Porch	3 business days or less
Expedited Review	3 business days or less
Large Residential – One- and Two-Family Dwellings (All Disciplines: Building Structural, Mechanical, Electrical, Plumbing, Accessibility, Energy)	
New Construction	5 business days or less
Addition	4 business days or less
Alteration / Remodel	4 business days or less
Expedited Review	3 business days or less
Small Commercial – Up to 4,000 SF (All Disciplines: Building Structural, Mechanical, Electrical, Plumbing, Accessibility, Energy)	
New Construction	5 business days or less
Addition	5 business days or less
Alteration / Remodel	5 business days or less
Expedited Review	3 business days or less

Project Type	Plan ReviewLead Time
Large Commercial – over 4,000 SF (All Disciplines: Building Structural, Mechanical, Electrical, Plumbing, Accessibility, Energy)	
4,001 SF – 7,500 SF	6 business days or less
7,501 SF – 10,000 SF	7 business days or less
10,001 SF – 20,000 SF	10 business days or less
20,001 SF – 40,000 SF	12 business days or less
Fire Sprinkler Systems - Based on the number of sprinkler heads	
1-200	3 business days or less
200-500	5 business days or less
501-700	6 business days or less
Fire Alarm / Detection Systems New Systems	
Up to 4,000 SF	4 business days or less
4,001 SF – 7,500 SF	5 business days or less
7,501 SF – 10,000 SF	6 business days or less
10,001 SF – 20,000 SF	7 business days or less
20,001 – 40,000 SF	10 business days or less
Over 40,000 SF	Determined by specific project size and complexity.

Professional Services Agreement
 Village of Homewood
 Building Plan Review and Inspection Services
 May 1, 2024, to April 30, 2025
 HR Green Project No.: 2302833
 Page 6 of 8

Project Type	Plan ReviewLead Time
Fire Sprinkler and Fire Alarm System Alterations	
Up to 4,000 SF	3 business days or less
4,001 SF – 7,500 SF	4 business days or less
7,501 SF – 10,000 SF	5 business days or less
10,001 SF – 20,000 SF	6 business days or less
20,001 – 40,000 SF	8 business days or less
Over 40,000 SF	Determined by specific project size and complexity.

Note: Expedited Reviews as requested by the CLIENT will be performed and completed as soon as possible at the same hourly bill rates per the Bill Rate Fee Schedule noted below.

BILL RATE FEE SCHEDULE – 2024 - 2025 (As Applicable)

Task	Personnel	Bill Rate
Civil / Structural Engineering Reviews	Professional Engineer I / II	\$144 - \$260 per hour
Building Plan Reviews Residential and Commercial	ICC Certified Chief Building Official / Master Code Professional / Senior Building Plan Reviewer	\$162 - \$168 per hour
Licensed Architect Reviews	State Licensed Architect	\$280 per hour
Building, Mechanical and Electrical Inspections	Senior ICC Certified Building Inspector	\$125 per hour
Plumbing Inspections	IDPH Licensed & Certified Plumbing Inspector	\$124 per hour
Permit / Administrative	Permit Coordinator / Admin. Assistant	\$105 per hour
NOTE: HR Green will only bill for actual time spent		

7.0 Professional Services Fee

7.1 Fees

The fee for services will be **Time and Material Not-To-Exceed \$80,000.00** based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. COMPANY will provide notice to CLIENT when approximately 80% of the Not-To-Exceed contract amount has been expended. When the Contract value is exceeded, COMPANY will bill applicable rates for services delivered and the CLIENT agrees to remit all applicable labor effort and expenses retroactive to the date when the contract value was exhausted.

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

7.2 Invoices

Invoices for COMPANY's services shall be submitted, monthly. Invoices shall be due and payable upon receipt. The CLIENT agrees to pay in a timely manner following the terms of the "Illinois Local Government Prompt Payment Act, 50 ILCS 505".

7.3 Extra Services

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

7.4 Exclusion

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

7.5 Payment

The CLIENT agrees to pay COMPANY according to the Basic Services as selected by the CLIENT.

8.0 Terms and Conditions

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

Sincerely,

HR GREEN, INC.

Approved by: Timothy J. Hartnett

Printed/Typed Name: Timothy J. Hartnett

Title: Vice President/Principal
Governmental Services Central Region Date: 05-21-2024

VILLAGE OF HOMEWOOD

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

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BOARD AGENDA MEMORANDUM

DATE OF MEETING: May, 28 2024

To: Village President and Board of Trustees

From: Napoleon Haney, Village Manager

Topic: Renewal of Lease Agreement with Homewood Arts Council (HAC) for usage of the Homewood Auditorium

PURPOSE

The Homewood Arts Council (HAC) requested to renew the lease agreement for continued use of the Village’s auditorium for performing arts, events, and other cultural programs. A lease renewal agreement with the Village must be approved by the Board of Trustees to allow the HAC continued use of the space. Approval of this lease agreement requires that the Village Board pass an ordinance.

PROCESS

The Village of Homewood entered into the initial lease agreement with the HAC giving them use of the Homewood Auditorium with the term of July 1, 2021 through June 30, 2022. The Village leased the auditorium to the HAC for (\$1) one dollar. The intent of the initial lease agreement was to allow the HAC use of the facility for art-related programming while the Village completes grant applications that will release funds appropriated by State legislators for the renovation of the facility. The Village is not in receipt of the allocated funding. This provides an opportunity to renew the lease agreement with HAC. The lease renewal would extend the Homewood Arts Council’s use of the space from July 1, 2024 through June 30, 2025.

Appropriations/Funding/Grants

In total, Homewood’s State representatives successfully appropriated roughly \$2M for the renovation of the auditorium. Dollars/funding appropriated by the general assembly must then be “released” to a State agency for distribution to a municipality. In the case of Homewood’s appropriated amount (\$2M), the Department of Commerce and Economic Opportunity (DCEO) is the State agency that now requires Homewood to navigate through the application process to receive the funding. The State funded and “released” three (3) separate appropriation amounts to DCEO for the auditorium renovation.

Staff completed and submitted to DCEO three separate grant applications totaling \$1.4M in funding for the auditorium renovation. DCEO’s grant funding process is extremely detailed, requiring the applications to move through various internal reviews. Staff will continue to work with DCEO to provide information at each stage of the funding application review process.



HAC Operations

It is staff's understanding that the Homewood Arts Council is doing well at the site and continues to host exciting and entertaining events like the Chicago Knockouts Roller Derby, and the Wrestle League LLC - amateur wrestling. These groups have sublease agreements where the HAC charges a fee for usage of the space.

There are no changes being recommended by staff to the lease renewal agreement.

OUTCOME

This lease renewal will provide for the HAC to use and operate the Homewood Auditorium space for another year.

FINANCIAL IMPACT

- **Funding Source:** N/A
- **Budgeted Amount:** N/A
- **Cost:** N/A

LEGAL REVIEW

Completed

RECOMMENDED BOARD ACTION

Pass an ordinance authorizing the Village President to enter into a lease renewal agreement with the Homewood Arts Council for use of the Village's auditorium at 2010 Chestnut Road.

ATTACHMENT(S)

- Ordinance
- Lease Renewal Agreement

ORDINANCE NO. M - 2296

AN ORDINANCE AUTHORIZING THE LEASE OF THE HOMEWOOD AUDITORIUM TO THE HOMEWOOD ARTS COUNCIL, A NOT-FOR-PROFIT CORPORATION, FOR A ONE-YEAR TERM

WHEREAS, the Village of Homewood (“Village”) owns the property described in the lease attached to this Ordinance as Exhibit A, and commonly known as the Homewood Auditorium (“Property”); and

WHEREAS, the Homewood Arts Council was incorporated in 2018 as a not-for-profit corporation dedicated to celebrating the arts by bringing forward a cohesive community of all artists; and

WHEREAS, Section 11-76-1 of the Illinois Municipal Code (65 ILCS 5/11-76-1) authorizes a municipality to make leases of municipally-owned property for terms not exceeding 2 years in such manner as they may determine; and

WHEREAS, the Village has determined that it is in the best interests of the Village and its citizens to enter into this Lease Renewal.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Homewood, Cook County, Illinois, that:

SECTION ONE – LEASE OF PROPERTY:

The Village President and Village Clerk are hereby authorized to execute the Lease Renewal attached to this Ordinance as Exhibit A for the Property commonly known as the Homewood Auditorium, 2020 Chestnut Road, Homewood, Illinois.

SECTION TWO – USE OF THE PROPERTY:

Lessee shall use the Property exclusively for educational, recreational, and other public purposes.

SECTION THREE – AUTHORIZATION TO EXECUTE DOCUMENTS:

The Village President, Village Clerk, Village Attorney, and Village Manager may execute all documents necessary to complete the Lease authorized by this Ordinance.

SECTION FOUR – EFFECTIVE DATE:

This ordinance shall be in full force and effect from and after its passage, approval, and publication in accordance with law.

PASSED AND approved this 28th day of May, 2024.

Village President

ATTEST:

Village Clerk

Ayes: ____ Nays: ____ Abstentions: ____ Absent: ____

Exhibit A
Lease Agreement

LEASE OF THE HOMEWOOD AUDITORIUM
2020 CHESTNUT ROAD HOMEWOOD, ILLINOIS

This Lease Agreement is made this 28th day of May, 2024 between the VILLAGE OF HOMEWOOD, a municipal corporation, as Lessor and the HOMEWOOD ARTS COUNCIL, an Illinois not-for-profit corporation, as Lessee. The terms of this Lease Agreement are:

1. PREMISES. Lessor for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by Lessee, does hereby lease to Lessee the premises in the Village of Homewood, County of Cook, State of Illinois, described as follows:

that portion of the building located at 2020 Chestnut Street, Homewood, Illinois, known as the "Homewood Auditorium," which shall include: the lobby, the gymnasium, the stage, two locker rooms, and the kitchen.

2. USE OF PREMISES. Lessee shall use the premises to conduct performing arts, cultural, and other Homewood Arts Council programs consistent with its not-for-profit mission.

3. TERM OF RENEWAL. The lease term is from July 1, 2024 through June 30, 2025, provided, however, that either party may terminate this lease with or without cause, upon sixty (60) days written notice.

4. RENTAL. Lessee, in consideration of this Lease Agreement, covenants and agrees to pay Lessor as rent for the Leased Premises the sum of One Dollar (\$1) per year, payable in advance upon execution hereof.

5. LESSOR'S USE OF THE LEASED PREMISES. Lessor shall be allowed use of the Leased Premises during such periods of time that Lessee does not have scheduled activities. Such use shall not otherwise interfere with the use of the Leased Premises by Lessee. Lessee shall have responsibility for security and supervision of the Leased Premises unless the Leased Premises are used by the Lessor. Lessor may also continue to store records in the Leased Premises in the same amount and at the same location as presently utilized by Lessor.

6. LANDSCAPE MAINTENANCE AND SNOW REMOVAL. Lessor shall maintain the landscaped area immediately surrounding the Leased Premises at Lessor's expense. Lessor will also remove snow around the Leased Premises under Lessor's snow removal schedule.

7. **ASIGNMENT AND SUBLETTING.** Lessee shall not sublet the premises without the Lessor's prior written consent. All sublease agreements in force as of July 25, 2023 are attached as Exhibit A and are hereby approved.

8. **MANDATORY REPORTING.** Lessee shall provide the Lessor with the following information within thirty (30) days of execution of this lease:

- a. a copy of the organization's Articles of Incorporation;
- b. a copy of the organization's Bylaws;
- c. a list of the organization's Board Members/Directors with contact information;
- d. a copy of the organization's federal tax return (IRS Form 990 or 990-EZ);
- e. a copy of the organization's most recent Illinois Charitable Organization Annual Report (Form AG990-IL).

Every six months, the Lessee shall submit a written summary to Lessor with the following information about the premises for the previous six months: (1) How have the premises been used? (2) How much revenue has Lessee received from its use of the premises? (3) How has the Lessee used this revenue to advance its mission withing the local community? (4) Any other information the Lessee believes to be relevant.

FOR MEETINGS. Lessor reserves the right to preempt Lessee's use of the Leased Premises if the Lessor determines it needs the Auditorium space to conduct a public meeting because Lessor anticipates that the audience turnout will exceed the space available at Lessor's regular meeting location. This provision shall apply to Lessor's Village Board or any of Lessor's commissions or committees. Lessor shall attempt to give Lessee five (5) days advance written notice of any such meeting under the notice provisions of this Lease but shall not be obligated to do so. In any case, Lessor shall give at least twenty-four (24) hours' notice of such preemption. If such preemption occurs, Lessee's planned program for that period shall be continued, canceled or held elsewhere. Any use by Lessor or its commissions or committees under this provision shall be without charge to Lessor. Lessor shall be responsible for the supervision and security of the Leased Premises during such use by Lessor. Lessee is to have responsibility for security of the Leased Premises at all other times.

9. **USE OF VILLAGE PARKING LOTS.** Parties using the Leased Premises with Lessee's permission may utilize public parking areas within Lessor's Village Hall parking lots. However, such users shall not use parking spaces clearly marked and allocated for specific parties or uses.

10. **LESSOR'S USE OF LEASED PREMISES FOR MEETINGS.** Lessor reserves the right to preempt Lessee's use of the Leased Premises if the Lessor determines it needs the Auditorium space to conduct public meetings and town hall meetings because Lessor anticipates that the audience turnout will exceed the space available at Lessor's

regular meeting location. This provision shall apply to Lessor's Village Board or any of Lessor's commissions or committees. Lessor shall attempt to give Lessee five (5) days advance written notice of any such meeting under the notice provisions of this Lease but shall not be obligated to do so. In any case, Lessor shall give at least twenty-four (24) hours' notice of such preemption. If such preemption occurs, Lessee's planned program for that period shall be continued, canceled or held elsewhere. Any use by Lessor or its commissions or committees under this provision shall be without charge to Lessor. Lessor shall be responsible for the supervision and security of the Leased Premises during such use by Lessor. Lessee is to have responsibility for security of the Leased Premises at all other times.

11. **INSURANCE AND INDEMNIFICATION.** Lessee shall maintain in full force and effect during the term of this Lease the following coverage:

(a) Commercial General Liability insurance, bodily injury and property damage combined single limit per occurrence in an amount of not less than \$1,000,000 with a \$2,000,000 aggregate. Lessor, it's officials, officers and employees shall be named as additional insured on a primary and non-contributory basis by original endorsement (CG 20 26) signed by a person authorized by the insurer to bind coverage on its behalf.

(b) Fire Legal Liability Insurance in an amount to provide for the repair or replacement of the Leased Premises in the event such a loss is caused by Lessee or one or more of Lessee's users.

(c) Lessee agrees to protect, defend, indemnify, and save harmless Lessor, Lessor's elected public officials, officers, and employees from all claims and liabilities, including but not limited to personal injury, wrongful death, and property damage which may arise out of Lessee's use of the said premises under this Lease Agreement, unless caused by the sole negligence of Lessor.

Lessor shall continue to insure the Leased Premises for fire damage not the result of Lessee's use of the premises. Lessor agrees to maintain such coverage if it may be obtained through Lessor's current fire insurance program, and so long as Lessor determines that the cost of such insurance is acceptable to Lessor. Should Lessor elect to terminate such insurance, it will give Lessee sixty (60) days written notice of its intention to do so.

12. **USER'S RESPONSIBILITY.** Before accepting a reservation, Lessee shall obtain from the applicant a signed statement indicating that the applicant assumes responsibility resulting from loss or damage to the Leased Premises and to the applicant's property and agreeing to cooperate with Lessee in complying with all rules and regulations pertaining to using the Leased Premises.

13. **SMOKING AND USE OF INTOXICATING LIQUOR.** Lessee shall prohibit smoking in the Auditorium. Lessee shall not allow the sale, distribution, or consumption of alcoholic beverages on the Leased Premises without first obtaining consent of the Local Liquor Commissioner and a Special Event liquor license. Lessee agrees to defend, save harmless and indemnify Lessor, its elected officials, officers, and employees in connection with any claims arising from the sale or distribution of alcoholic beverages within the leased property.

14. **PERSONAL PROPERTY.** Personal property, such as tables, chairs, kitchen equipment, etc. in the Leased Premises shall remain Lessor's property but shall continue to be located at the Leased Premises and may be utilized by Lessee. However, Lessor may use such tables and chairs for other facilities or outdoor functions. When such need arises, Lessor will coordinate its use with Lessee and, when possible, shall give seven (7) days' notice to Lessee of Lessor's intent.

15. **PAYMENT OF UTILITY EXPENSES.** Lessor shall be responsible for and shall pay the cost of gas, electric, and heat for the Leased Premises. Lessor shall provide and pay scavenger service costs. Lessee may deposit refuse in the dumpster in the rear of the Leased Premises used for Lessor's scavenger service.

16. **REPAIRS AND MAINTENANCE.** Lessee shall keep the premises and appurtenances thereto in a clean, sightly and healthy condition, and in good repair, all at its own expense, and shall yield the same back to Lessor upon the lease termination, in the same condition of cleanliness, repair, and sightliness as at the date of the execution thereof, loss by fire and reasonable wear and tear excepted. Lessee shall make all necessary repairs and renewals upon the premises and replace broken globes, glass and fixtures with material of the same size and quality as that broken and shall insure all glass in windows and doors of the premises at its own expense. If, however, the premises shall not be kept in good repair and in a clean, sightly, and healthy condition by Lessee, Lessor may enter the same, itself or by its agents, servants or employees, without such entering causing or constituting a termination of this Lease or an interference with the possession of the premises by Lessee, and Lessor may replace the same in the same condition of repair, sightliness, healthiness, and cleanliness as existed at the date of execution hereof, and Lessee agrees to pay Lessor, besides the rent hereby reserved, Lessor's expenses in replacing the premises in that condition. Lessee shall not cause or permit any waste, misuse, or neglect of the water, or of the water, gas or electric fixtures. Lessee shall furnish janitorial service for the Leased Premises at Lessee's expense.

17. **PAINTING, ADDITIONS REQUIRE LESSOR'S APPROVAL.** Except as herein approved, Lessee shall not do any painting or decorating, or erect any partitions, make any alterations in or any additions or changes to the premises without Lessor's prior written consent. Unless otherwise agreed by Lessor and Lessee in writing, all such replacements and alterations shall be performed at Lessee's cost.

Unless otherwise provided by written agreement, all alterations, improvements and changes shall remain upon and be surrendered with the premises, excepting, however, that at Lessor's option, Lessee shall, at its expense, when surrendering the premises, remove from the premises and the building all such alterations, improvements and changes installed in the premises by Lessee and restore the premises to the condition existing before such alterations, improvements or changes. If Lessee does not remove said additions, decorations, fixtures, hardware, non-trade fixtures and improvements after requested to do so by Lessor, Lessor may remove the same and restore the premises and Lessee shall pay the cost of such removal and restoration to Lessor upon demand. Lessee agrees to protect, defend, and indemnify and save harmless Lessor, its agents and employees, from any and all liabilities of every kind and description which may arise out of or be connected in any way with said replacements, alterations or additions. Any mechanic's lien filed against the premises for which notice is received by either Lessor or Lessee for work claimed to have been furnished to Lessee shall be released and discharged of record by Lessee within ten (10) days after such filing or receipt, whichever is applicable, at Lessee's expense. Upon completing any replacements, alterations, or additions, Lessee shall furnish Lessor with contractor's affidavits and full and final Waivers of Lien and receipted bills covering all labor and materials expended and used. All replacements, alterations and additions shall comply with all insurance requirements and with applicable laws, statutes, ordinances and regulations. All alterations and additions shall be constructed in good and workmanlike manner and only good grades of materials shall be used.

18. **RESTRICTIONS (SIGNS, ALTERATIONS, FIXTURES).** Lessee shall not attach, affix, or exhibit or permit to be attached, affixed or exhibited, any articles of permanent character or any sign, attached or detached, with any writing or printing thereon, to any window, floor, ceiling, door or wall in any place in or about the premises, or upon the appurtenances thereto, without in each case the written consent of Lessor first had and obtained; and shall not commit or suffer any waste in or about the premises; and shall make no changes or alterations in the premises by the erection of partitions or the papering of walls, or otherwise, without the consent in writing of Lessor; and if Lessee shall affix additional locks or bolts on doors or window, or shall place in the premises lighting fixtures or any fixtures of any kind, without the consent of Lessor first had and obtained, such locks, bolts and fixtures shall remain for the benefit of Lessor, and without expense of removal or maintenance to Lessor, Lessor shall have the privilege of retaining the same if it desires. If it does not desire the same, it may remove and store the same, and Lessee agrees to pay the expense of removal and storage thereof. This paragraph shall not, however, apply to Lessee's equipment and movable furniture. Lessee during the term of this Lease shall furnish Lessor with keys to the Leased Premises.

19. **LESSEE NOT TO MISUSE.** Lessee will permit no unlawful or immoral practice, with or without Lessee's knowledge or consent, to be committed or carried on in the

premises by any person. Lessee will not allow the premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified. Lessee will not keep or use or permit to be kept or used in or on the premises or any place contiguous thereto any flammable fluids or explosives, without the written permission of Lessor first had and obtained. Lessee will not load floors beyond the floor load rating prescribed by applicable municipal ordinances. Lessee will not use or allow the use of the premises for any purpose that will injure the reputation of the premises or of the building of which they are a part.

20. **CONDITION ON POSSESSION.** Lessee has examined and knows the condition of the premises and has received the same in good order and repair and acknowledges that no representations as to the condition and repair thereof, and no agreements or promises to decorate, alter, repair or improve the premises, have been made by Lessor or his agent before or at the execution of this Lease that are not herein expressed.

21. **NON-LIABILITY OF LESSOR.** Except as provided by Illinois statute, Lessor shall not be liable to Lessee for any damage or injury to Lessee or Lessee's property occasioned by the failure of Lessor to keep the premises in repair, and shall not be liable for any injury done by wind or by or from any defect of plumbing, electric wiring or of insulation thereon, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the backing up of any sewer pipe or down-spout, or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the premises or the building of which they are a part nor from the escape of steam or hot water from any radiator, it being agreed that said premises are under the control of Lessee, nor for any such damage or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, trap-door, stairs, walks or any other place upon or near the premises, or otherwise, nor for any such damage or injury done or occasioned by the falling of any fixture, plaster or stucco, or for any damage or injury arising from any act, omission or negligence of other persons, occupants of the same building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property, or of Lessor's agents or Lessor itself, all claims for any such damage or injury being expressly waived by Lessee.

22. **FIRE AND CASUALTY.** If the Premises shall be rendered untenable by fire, explosion or other casualty, Lessor may, at its option, terminate this Lease or repair the Premises. If Lessor elects to repair the Premises it shall give written notice of that decision to Lessee no later than ninety (90) days from the incident which rendered the Premises untenable, and Lessor shall proceed with such repairs as promptly as reasonably possible. Should Lessor elect not to repair or rebuild the Premises, then the term created shall cease and terminate. However, the insurance and Indemnification requirements of this Lease shall not terminate and shall continue in effect for any claims made against Lessor arising during the lease term of this Lease Agreement.

23. **OPTION TO RENEW.** Should Lessee wish to renew this Lease, it shall give written notice to Lessor no later than sixty (60) days before the end of the Lease Term. At that time, Lessor shall be free to renew this Lease or to decline to do so. Any Lease renewal shall be subject to negotiation and agreement by the parties as to the terms of any such renewal.

24. **TERMINATION; HOLDING OVER.** At the termination of the term of this Lease, by lapse of time or otherwise, Lessee will yield up immediate possession of the premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will return the keys therefor to Lessor. If Lessee retains possession of the premises or any part thereof after the termination of the term by lapse of time or otherwise, then a tenancy at sufferance shall have been created. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee. This paragraph shall not constitute a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall any other act in apparent affirmance of tenancy operate as a waiver of the right to terminate this Lease for a breach of the covenants herein.

25. **LESSOR'S REMEDIES.** If Lessee shall abandon the premises or if the breach of any covenant in this Lease occurs, Lessee's right to the possession of the premises shall terminate with or (to the extent permitted by law) with no notice or demand, and the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of the premises; and if the Lessor so elects, but not otherwise, and with or without notice of such election or any notice or demand, this lease shall terminate, and upon the termination or Lessee's right of possession, as aforesaid, whether this Lease be terminated or not, Lessee agrees to surrender possession of the premises immediately, without receiving any demand, notice to quit or demand for possession of the premises, and grants to Lessor full and free license to enter into and upon the premises or any part thereof, to take possession thereof with or (to the extent permitted by law) without process of law, and to expel and to remove Lessee or any other person who may be occupying the premises or any part thereof, and Lessor may use such force in and about expelling and removing Lessee and other persons as may reasonably be necessary, and Lessor may re-possess itself of the premises, but such entry of the premises shall not constitute a trespass or forcible entry or detainer, nor a waiver of any covenant, agreement or promise in this Lease contained, to be performed by Lessee. Lessee waives all notice of any election made by Lessor, notice to quit, demand for possession, and any and all notices and demands, of any and every nature, which may or shall be required by any. Statute of this state relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or by the common law, during the terms of this Lease or any extension thereof.

26. **COSTS AND FEES.** Lessee shall pay upon demand all Lessor's costs,, charges and expenses, including fees of attorneys, agents and others retained by Lessor, incurred in enforcing the obligations of Lessee under this Lease or in any litigation,

negotiation or transaction in which Lessor shall, without Lessor’s fault, become involved through or because of this Lease.

27. NOTICES. Notices may be served on either party, at the respective addresses given at the beginning of this Lease, either (a) by delivering or causing to be delivered a written copy thereof, or (b) by sending a written copy thereof by United States certified or registered mail, postage prepaid, addressed to Lessor or Lessee at said respective addresses in which event the notice shall be deemed to have been served when the copy is mailed.

28. AUTHORITY TO EXECUTE. Lessor and Lessee represent that they have followed the appropriate statutory procedure and are authorized to execute this Lease by their respective officers.

Agreed as of the date first written above.

Homewood Arts Council
an Illinois not-for-profit corporation

Village of Homewood
an Illinois municipal corporation

By: _____

By: _____

Richard A. Hofeld
Village President

Print Name: _____

Its: _____



BOARD AGENDA MEMORANDUM

DATE OF MEETING: May 28, 2024

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Amy Zukowski, Director of Finance

Topic: Proposal for Professional Services for Village Water Rate Study

PURPOSE

The Village's Water and Sewer Fund is categorized as an Enterprise Fund in governmental accounting. An Enterprise Fund is required by law to operate in a manner similar to a private business. The intent is that the cost of providing water and sewer services to the community will be recovered primarily through user charges (i.e. water bills). The rates should be sufficient to cover the ongoing costs of operations, maintenance, administration, and future capital needs within the Water and Sewer Fund. Village tax dollars are not used to pay any of the costs associated with water and sewer services.

The Water Rate Study

The purpose of a water rate study is to determine whether the charges to customers for water and sewer services are sufficient to cover the ongoing cost of operations and maintenance, upcoming needed replacements and debt service, and necessary capital improvements. A water rate study utilizes historical and present data, future capital needs, the Public Works budget, and other key pieces of information to determine the rate requirements to successfully operate, maintain and sustain the Village's water utility service. The objective of the study is to identify a rate plan that will adequately fund water operations, debt service, system improvements and capital costs all while working to ensure that the rates and potential increases are not injurious to our customers.

On January 23, 2024, the Board of Trustees approved a water rate increase passing on a 2.5% increase received from Chicago Heights, the Village's water supplier. Staff will continue to recommend passing on the annual increase from our supplier to our customers; however, a comprehensive water rate study is necessary to establish a minimum 10-year rate plan that will ensure that the current and future needs to maintain the Village's water system are met.

The rate study will be based on a comprehensive review of Homewood's water funds and budgets, customer classes, current usage data, future planned growth, capital plan, lead service line replacements, and any other information deemed necessary.



The Consultant

Because of the various sensitivities and outcome implications of water rate studies, coupled with the fact that it has been many years since Homewood has performed this type of detailed water system analysis, compounded by the pending lead service line replacement project, Homewood requires a consultant that has experience with the Village; one that understands its residents and its water system.

PROCESS

Water Rate Study Informal Cost Comparison

The cost for a consultant to perform a Water Rate Study for a community of Homewood's should range anywhere from \$30,000 to \$50,000. The Village of Lisle, IL (population of 24,000), is similarly situated to Homewood (population of 19,868) and paid \$64,500 for a water rate study in 2020. The Village of Lemont (population of 17,000) paid \$30,000 to complete a water rate study in November of 2023.

Burns & McDonnell

Burns & McDonnell Engineering of Chicago, IL is intimately familiar with the Village of Homewood's water system. They have a trusted and proven reputation in Homewood and nationwide. Burns & McDonnell successfully engineered and oversaw the Village's \$12M self-funded Water Main Transmission Project. This project was completed on time and on budget. In March 2024, the Village Board approved Burns & McDonnell's proposal to assist the Village of Homewood in developing a Lead Service Line Replacement Plan.

The Village of Homewood is anticipating significant capital expenditures in the next two (2) to 20 years related to the lead service line replacement program to meet requirements set forth by the Illinois Environmental Protection Agency (IEPA). Burns & McDonnell will complete a water rate study to look holistically at the utility's funding requirements, not only for lead service lines but also other system improvements that may be necessary, as well as future operating costs. There are three primary tasks associated with the proposed water rate study:

Task 1: Financial Plan Development

A 20-year financial plan will be developed to forecast the water utility's future operating and capital costs for comparison to revenues under existing rates. Future capital improvements will include lead service lines as well as all other capital improvements the Village has identified. Two financial planning scenarios are envisioned, one implementing the Lead Service Line (LSL) program over 17 years and the other over 10 years. Funding strategies for the LSL program will be reviewed including reliance on IEPA loans or a combination of IEPA loans and other sources such as bonds or cash funding from future rates.



Task 2: Cost of Service

Costs forecasted in the financial plan will be allocated to customer classes in accordance with their use of the water system. This step provides context for rate design.

Task 3: Rate Design

Rate design will sustain the existing volumetric water rate structure to recover ongoing operating and capital costs of the water system. However, cost recovery for the LSL program will evaluate three (3) potential alternatives:

- A surcharge only on residents with LSLs
- Increased rates for everyone
- A mutually agreeable third option to be determined in consultation with the Village

A comparison of Homewood’s residential bill under existing and proposed rates will be performed with up to 15 neighboring water utilities.

Study results will be summarized in a draft report, which will be finalized after Village feedback. Burns & McDonnell proposes to perform the Scope of Services listed below on a lump sum basis of \$34,587, to be invoiced on a percent complete basis. It is anticipated that a draft and final rate study will be ready by fall 2024.

Meetings and Deliverables

- Meetings with Village staff to support the project
- Two (2) in-person presentations to the Village Board
- 20-Year Financial Plan delivered electronically in .pdf format
- Water Rate Study report delivered electronically in .pdf format

OUTCOME

Based on Burns & McDonnell’s experience and knowledge of the Village of Homewood’s water system, staff is confident that they will provide stellar services to the Village. Burns & McDonnell has an excellent professional reputation, and their proposal cost is perfectly in line with what is expected for a community of our size. Staff recommends accepting the proposal from Burns & McDonnell to perform a water rate study for the Village of Homewood.

FINANCIAL IMPACT

- **Funding Source:** Water/Sewer Fund
- **Budgeted Amount:** \$0
- **Cost:** \$34,587

LEGAL REVIEW

Not Required



RECOMMENDED BOARD ACTION

Approve a budget amendment of \$34,587 to the Water/Sewer Fund; and, accept a proposal from Burns & McDonnell of Chicago, IL for professional services to conduct a comprehensive water rate study on a lump sum basis not to exceed \$34,587, to be invoiced on a percent-complete basis.

ATTACHMENT(S)

Burns & McDonnell Professional Services Proposal



April 12, 2024

John Schaefer
 Director of Public Works
 Village of Homewood
 2020 Chestnut Road
 Homewood, Illinois 60430

Re: Proposal for Water Rate Study

Dear Mr. Schaefer:

Burns & McDonnell (BMcD) is pleased to provide this proposal for Engineering Services to assist the Village of Homewood (Village) in performing a rate study for the Village's drinking water system.

PROJECT UNDERSTANDING

The Village of Homewood is anticipating significant capital expenditures in the next 10-20 years related to their lead service line replacement program to meet EPA requirements. Burns & McDonnell will complete a water rate study to look holistically at the utility's funding requirements, not only for lead service lines but also other system improvements that may be necessary and future operating costs. After a preliminary funding strategy is established, rates will be designed to recover costs equitably and in line with Village goals. There are three primary tasks associated with the proposed water rate study:

Task 1: Financial Plan Development

A 20-year financial plan will be developed to forecast the water utility's future operating and capital costs for comparison to revenues under existing rates. Future capital improvements will include lead service lines as well as all other capital improvements the Village has identified. Two financial planning scenarios are envisioned, one implementing the LSL program over 17 years and the other over 10 years. Funding strategies for the LSL program will be reviewed including reliance on IEPA loans or a combination of IEPA loans and other sources such as bonds or cash funding from future rates.

Task 2: Cost of Service

Costs forecasted in the financial plan will be allocated to customer classes in accordance with their use of the water system. This step provides context for rate design.

Task 3: Rate Design

Rate design will sustain the existing volumetric water rate structure to recover ongoing operating and capital costs of the water system. However, cost recovery for the LSL program will evaluate three (3) potential alternatives:

- A surcharge only on residents with LSLs
- Increased rates for everyone



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 Village of Homewood
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- A mutually agreeable third option to be determined in consultation with the Village.

A comparison of Homewood's residential bill under existing and proposed rates will be performed with up to 15 neighboring water utilities. Study results will be summarized in a draft report, which will be finalized after Village feedback. Task 6 includes two (2) presentations with the Village Board. All other project meetings are anticipated to be conducted via Microsoft Teams.

Meetings and Deliverables:

- Virtual meetings with Village staff to support the project
- Two (2) in-person Presentations to the Village Board
- 20-Year Financial Plan delivered electronically in .pdf format
- Water Rate Study report delivered electronically in .pdf format

Project Assumptions

1. Village will provide the necessary financial information and ordinances, which may include the following:
 - a. Current budget for water utility revenues and expenses
 - b. Summaries of annual billing data to include accounts and water usage by class
 - c. Anticipated loan repayment periods, terms, and conditions
 - d. Debt covenants associated with outstanding water debt
 - e. Amortizations of outstanding debt
 - f. Capital improvement plans for the forecast period
 - g. Other items as needed
2. Rate study will not include an option for tiered pricing.
3. Rate study is for user charges only, and excludes a review of miscellaneous fees.
4. Rate study is only for water and does not include sewer.

SCHEDULE

Based on a notice-to-proceed of April 26, 2024:
 Rate Study (Draft) – July 26, 2024
 Rate Study (Final) – August 23, 2024

COMPENSATION

Burns & McDonnell proposes to perform this Scope on a lump sum basis of **\$34,587**, to be invoiced on a percent complete basis.

GENERAL CONSIDERATIONS

If this proposal is satisfactory, please sign and date this document and the attached Terms and



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Conditions Professional Services and return one signed copy of each to us to effect an Agreement. The attached Terms and Conditions Professional Services are incorporated in and made a part of the Agreement. Should you have any questions or require additional information, please feel free to contact me at screde@burnsmcd.com or (630) 710-8667.

Sincerely,
Burns & McDonnell

A handwritten signature in black ink, appearing to read "Stephen T. Crede".

Stephen T. Crede
Department Manager

Accepted for the Village of Homewood, Illinois

(Signature)

(Title)

(Date)



TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Project: Water Rate Study	Date of Letter, Proposal, or Agreement: April 12, 2024
Client: Village of Homewood, IL	Client Signature:

1. SCOPE OF SERVICES

For the above-referenced Project, Burns & McDonnell Engineering Company, Inc. (BMcD) will perform the services set forth in the above-referenced Letter, Proposal, or Agreement, in accordance with these Terms and Conditions. BMcD has relied upon the information provided by Client in the preparation of the Proposal, and shall rely on the information provided by or through Client during the execution of this Project as complete and accurate without independent verification.

2. PAYMENTS TO BMCD

A. Compensation will be as stated in the above-referenced Letter, Proposal, or Agreement. Statements will be in BMcD's standard format and are payable upon receipt. Time is of the essence in payment of statements, and timely payment is a material part of the consideration of this Agreement. A late payment charge will be added to all amounts not paid within 30 days of statement date and shall be calculated at 1.5 percent per month from statement date. Client shall reimburse any costs incurred by BMcD in collecting any delinquent amount, including reasonable attorney's fees. If a portion of BMcD's statement is disputed, Client shall pay the undisputed portion by the due date. Client shall advise BMcD in writing of the basis for any disputed portion of any statement.

B. Taxes as may be imposed on professional consulting services by state or local authorities shall be in addition to the payment stated in the above-referenced Letter, Proposal, or Agreement.

3. INSURANCE

A. During the course of performance of its services, BMcD will maintain Worker's Compensation insurance with limits as required by statute, Employer's Liability insurance with limits of \$1,000,000, Commercial General Liability with limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate, and Automobile Liability insurance with combined single limit of \$1,000,000 per accident.

B. If the Project involves on-site construction, construction contractors shall be required to provide (or Client may provide) Owner's Protective Liability Insurance naming Client as a Named Insured and BMcD as an Additional Insured or to endorse Client and BMcD using ISO forms CG 20 10 0704 & CG 20 37 0704 endorsements or their equivalents as Additional Insureds on all construction contractor's liability insurance policies covering claims for personal injuries and property damage in at least the amounts required of BMcD in 3A above. Construction contractors shall be required to provide certificates evidencing such insurance to Client and BMcD. Contractor's compensation shall include the cost of such insurance including coverage for contractual and indemnification obligations herein.

C. Client and BMcD release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance and self-insurance during and after the completion of BMcD's services. A provision similar to this shall be incorporated into all construction contracts entered into by Client, and all construction contractors shall be required to provide additional insured coverage and waivers of subrogation in favor of Client and BMcD for damage covered by any construction contractor's policies of insurance.

4. INDEMNIFICATION

A. To the extent allowed by law, Client will require all construction contractors to indemnify, defend, and hold harmless Client and BMcD from any and all loss where loss is caused or alleged to be caused in whole or in part by the construction contractors, their employees, agents, subcontractors or suppliers.

B. If this Project involves construction and BMcD does not provide consulting services during construction including, but not limited to, on-site monitoring, site visits, site observation, shop drawing review, and/or design clarifications, Client agrees to indemnify and hold harmless BMcD from any liability arising from this Project or Agreement, except to the extent caused by BMcD's negligence.

C. OWNER agrees to indemnify ENGINEER for damages, costs and expenses (including reasonable attorney's fees) but only to the extent caused by the negligent acts, errors or omissions of OWNER, its officers, directors, shareholders, Contractors, employees, agents, and consultants, and any of them.

5. PROFESSIONAL RESPONSIBILITY- LIMITATION OF REMEDIES

A. BMcD will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional practices. If BMcD fails to meet the foregoing standard, BMcD will perform at its own cost, the professional services necessary to correct errors and omissions reported to BMcD in writing within one year from the completion of BMcD's services for the Project. No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service.

B. In no event will BMcD be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of Client, and/or governmental fines or penalties.

C. BMcD's aggregate liability for all damages connected with its services for the Project not excluded by the preceding subparagraph, whether or not covered by BMcD's insurance, will not exceed \$100,000.

D. These mutually negotiated obligations and remedies stated in this Paragraph 5, Professional Responsibility – Limitation of Remedies, are the sole and exclusive obligations of BMcD and remedies of Client, whether liability of BMcD is based on contract, warranty, strict liability, tort (including negligence), indemnity, or otherwise.

6. PERIOD OF SERVICE AND SCHEDULE

The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the Proposal. BMcD's obligation to render services hereunder will extend for a period that may reasonably be required for the completion of said services. BMcD shall make reasonable efforts to comply with deliverable schedules (if any) and consistent with BMcD's professional responsibility.

7. COMPUTER PROGRAMS OR MODELS

Any use, development, modification, or integration by BMcD of computer models or programs does not constitute ownership or a license to Client to use or modify such computer models or programs.

8. ELECTRONIC MEDIA AND DATA TRANSMISSIONS

A. Any electronic media (computer disks, tapes, etc.) or data transmissions furnished (including Project Web Sites or CAD file transmissions) are for Client information and convenience only. Such media or transmissions are not to be considered part of BMcD's instruments of service. BMcD, at its option, may remove all indicia of its ownership and involvement from each electronic display.

B. BMcD shall not be liable for loss or damage directly or indirectly, arising out of Client's use of electronic media or data transmissions.

9. DOCUMENTS

A. All documents prepared by BMcD pursuant to this Agreement are instruments of service in respect of the Project specified herein. They are not intended or represented to be suitable for reuse by Client or others in extensions of the Project beyond that now contemplated or on any other Project. Any reuse, extension, or completion by Client or others without written verification, adaptation, and permission by BMcD for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to BMcD.

B. In the event that BMcD is to reuse, copy or adapt all or portions of reports, plans, or specifications prepared by others, Client represents that Client either possesses or will obtain permission and necessary rights in copyright, patents, or other proprietary rights and will be responsible for any infringement claims by others. Client warrants the completeness, accuracy, and efficacy of the information, data, and design provided by or through Client (including prepared for Client by others), for which BMcD shall rely on to perform and complete its services.

10. ESTIMATES, SCHEDULES, FORECASTS, AND PROJECTIONS

Estimates, schedules, forecasts, and projections prepared by BMcD relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on BMcD's experience, qualifications, and judgment as a professional. Since BMcD has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, BMcD does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by BMcD.

11. POLLUTION

In view of the uncertainty involved in investigating and recommending solutions to environmental problems and the abnormal degree of risk of claims imposed upon BMcD in performing such services, notwithstanding the responsibility of BMcD set forth in Paragraph 5A to the maximum extent allowed by law, Client agrees to release, defend, indemnify and hold harmless BMcD and its officers, directors, employees, agents, consultants and subcontractors from all liability, claims, demands, damages, losses, and expenses including, but not limited to, claims of Client and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs, except where there has been a final adjudication that the damages were caused by BMcD's willful disregard of its obligations under this Agreement. Such indemnification includes claims arising out of, or in any way relating to, the actual, alleged, or threatened dispersal, escape, or release of, or failure to detect or contain, chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant.

12. ON-SITE SERVICES

A. Project site visits by BMcD during investigation, observation, construction or equipment installation, or the furnishing of Project representatives shall not make BMcD responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractor(s) failure to perform its work in accordance with the contract documents.

B. Client shall disclose to BMcD the location and types of any known or suspected toxic, hazardous, or chemical materials or wastes existing on or near the premises upon which work is to be performed by BMcD's employees or subcontractors. If any hazardous wastes not identified by Client are discovered after a Project is undertaken, Client and BMcD agree that the scope of services, schedule, and compensation may be adjusted accordingly. Client agrees to release BMcD from all damages related to any pre-existing pollutant, contaminant, toxic, or hazardous substance at the site.

13. CHANGES

Client shall have the right to make changes within the general scope of BMcD's services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or

change order signed by authorized representatives of Client and BMcD.

14. TERMINATION

Services may be terminated by Client or BMcD by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, Client shall pay BMcD all amounts due BMcD for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by BMcD in terminating the services. In addition, Client may terminate the services for Client's convenience upon payment of twenty percent of the yet unearned and unpaid estimated, lump sum, or not-to-exceed fee, as applicable.

15. DISPUTES, NEGOTIATIONS, MEDIATION

A. If a dispute arises relating to the performance of the services to be provided and, should that dispute result in litigation, it is agreed that the substantially prevailing party (as determined in equity by the court) shall be entitled to recover all reasonable costs of litigation, including staff time, court costs, attorney's fees and other related expenses.

B. The parties shall participate in good faith negotiations to resolve any and all disputes. Should negotiations fail, the parties agree to submit to and participate in a third party-facilitated mediation as a condition precedent to resolution by litigation. Unless otherwise agreed to, mediation shall be conducted under the rules of the American Arbitration Association.

C. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run the date BMcD's services are substantially complete.

16. WITNESS FEES

A. BMcD's employees shall not be retained as expert witnesses, except by separate written agreement.

B. Client agrees to pay BMcD pursuant to BMcD's then current schedule of hourly labor billing rates for time spent by any employee of BMcD responding to any subpoena by any party in any dispute as an occurrence witness or to assemble and produce documents resulting from BMcD's services under this Agreement.

17. CONTROLLING LAW

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Illinois, without regard to any conflicts of law provisions. Parties agree to submit to the exclusive venue and jurisdiction of the 18th Judicial Circuit Court, County of DuPage, Wheaton, Illinois, or the United States District Court, Northern District of Illinois.

18. RIGHTS AND BENEFITS - NO ASSIGNMENT

BMcD's services will be performed solely for the benefit of Client and not for the benefit of any other persons or entities. Neither Client nor BMcD shall assign or transfer interest in this Agreement without the written consent of the other.

19. ENTIRE CONTRACT

These Terms and Conditions and the above-referenced Letter, Proposal, or Agreement contain the entire agreement between BMcD and Client relative to BMcD's services for the Project herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to BMcD's services for the Project are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event Client issues to BMcD a purchase order, no preprinted terms thereon shall become part of this Agreement. Said purchase order documents, whether or not signed by BMcD, shall be considered only as an internal document of Client to facilitate administrative requirements of Client's operations.

20. SEVERABILITY

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and affect.

- END -



BOARD AGENDA MEMORANDUM

DATE OF MEETING: May 28, 2024

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Amy Zukowski, Director of Finance

Topic: Budget Amendment – Marlin Lane Water Main Project

PURPOSE

Approve a budget amendment request to cover the final payment owed to M & J Underground Inc. for the Marlin Lane Water Main Project.

PROCESS

At the June 27, 2023 Board of Trustees meeting, the Board authorized a contract with M & J Underground Inc. of Monee, IL to install a new water main on Marlin Lane between Dolphin Lake Drive and Debra Lane and on Marlin Court between Cherrywood Lane and Marlin Lane. A new storm sewer was also installed on Marlin Lane between Marlin Court and Debra Lane to mitigate a standing stormwater issue within the roadway at the intersection of Marlin Lane and Marlin Court.

The work was not completed prior to the Village’s fiscal year end on April 30, 2024. To close out the project, a final invoice in the amount of \$36,566.26 is owed to M & J Underground. When preparing the Fiscal Year 2024-2025 Budget, the remaining due balance for the project was not rolled forward.

OUTCOME

Approval of the budget amendment will allow Public Works to close out the Marlin Lane Water Main Project.

FINANCIAL IMPACT

- **Funding Source:** Capital – Water and Sewer Fund
- **Budgeted Amount:** \$0
- **Budget Amendment Amount:** \$36,566.26

LEGAL REVIEW

Not Required

VILLAGE OF HOMEWOOD

Item 10. E.



RECOMMENDED BOARD ACTION

Approve a budget amendment in the amount of \$36,566.26 to the Capital – Water and Sewer Fund for the balance owed to M & J Underground of Monee, IL for the completion of the Marlin Lane Water Main Project.

ATTACHMENT(S)

Invoice

M&J Underground, Inc.

P.O. Box 164
Monee, IL 60449

Invoice

Date	Invoice #
5/16/2024	M24-0270

Bill To
Homewood, Village Of 17755 S. Ashland Ave. Homewood, IL 60430

Terms	Project/Location
Due on receipt	2023 CIP Marlin Ln & Court

Description	Est Qty	Rate	Current...	Prior ...	Current Amt
Parkway Restoration	300	52.00	0	504	0.00
Supplemental Watering	14	209.00	0	0	0.00
16" Casing Pipe for Water Main	55	135.00	0	50	0.00
6" C900 PVC Water Main Open-Cut Method W/ Backfill	65	124.00	0	52	0.00
8" C900 PVC Water Main Directional Drill Method	1,028	106.00	0	1,027	0.00
8" C900 PVC Water Main Open-Cut Method W/ Backfill	303	108.00	0	287	0.00
8" Gate Valve W/Box	3	4,042.00	0	3	0.00
Valve Box To Be Removed	4	520.00	0	4	0.00
Fire Hyd. W/Aux. Valve & Valve Box	4	6,284.00	0	4	0.00
Remove Fire Hyd. W/Aux. Valve & Valve Box	4	687.00	0	4	0.00
Relocate Fire Hyd. W/Aux. Valve & Valve Box	1	4,797.00	0	1	0.00
Domestic Water Service Line W/Backfill	552	111.00	0	657	0.00
Domestic Water Service Line Reconnect*	12	600.00	0	0	0.00
Exploratory Excavation	10	355.00	0	12	0.00
Customer Water Service Pipe Replacement Option ? From Curb Stop To Water Meter	13	7,092.00	0	19	0.00
B-Box Removal And Replacement	24	1,095.00	0	25	0.00
D.I.W.M. 8"x8"x8" Cut-In Tee W/Fittings	3	2,853.00	0	3	0.00
D.I.W.M. 8"x8"x6" Cut-Tee W/Fittings	3	3,036.00	0	3	0.00
D.I.W.M. 8"x8"x8" Tee W/Fittings	1	1,090.00	0	2	0.00
D.I.W.M. 8" - 11.25" Bend W/Fittings	1	837.00	0	1	0.00
D.I.W.M. 8" ? 22.50" Bend W/Fittings	1	852.00	0	1	0.00
D.I.W.M. 8" ? 45.00" Bend W/Fittings	4	833.00	0	4	0.00
Additional D.I.W.M. Pipe Fittings	300	6.39	0	195	0.00
Cap and Thrust Block 6" D.I.W.M.	1	3,969.00	0	1	0.00
Cap and Thrust Block 8" D.I.W.M.	2	4,026.00	0	2	0.00
1" Chlorination Tap	3	3,706.00	0	3	0.00
Curb Inlet, Type A, 2'-Diameter W/Type 2 F & G	3	1,443.00	0	3	0.00
Catch Basin, Type A, 4'-Diameter W/Type 1 F & OL	2	3,303.00	0	1	0.00

Thank you for your business.	Total
	Payments/Credits
	Balance Due

M&J Underground, Inc.

P.O. Box 164
Monee, IL 60449

Invoice

Date	Invoice #
5/16/2024	M24-0270

Bill To
Homewood, Village Of 17755 S. Ashland Ave. Homewood, IL 60430

Description	Terms		Project/Location		
	Est Qty	Rate	Current...	Prior ...	Current Amt
	Due on receipt		2023 CIP Marlin Ln & Court		
Manhole, Type A, 4'-Diameter W/Type 1 Fr & OL	2	3,100.00	0	2	0.00
Manhole To Be Adjusted W/Existing F & L	1	455.00	0	0	0.00
Storm Sewers, Class A, Type 1, 10" RCP W/Backfill	52	75.00	0	0	0.00
Storm Sewers, Class A, Type 2, 12" RCP W/Backfill	421	77.00	0	251	0.00
Comb. Conc. C & G, R & R,	500	53.00	0	345	0.00
P.C.C. Sidewalk Removal & Replacement	387	11.00	0	333	0.00
Detectable Warnings	40	29.00	0	10	0.00
Saw Cut	1,665	1.00	0	0	0.00
Temporary Aggregate	84	152.00	0	0	0.00
Aggregate Base Course, Type B, 8"	845	18.00	0	1,615	0.00
Pavement Removal (Full Depth)	845	24.00	0	1,615	0.00
Bituminous Material (Tack Coat)	381	0.01	0	0	0.00
HMA Surface Course, Mix "D", IL-9.5, N50	95	242.00	0	0	0.00
HMA Binder Course, IL-19.0, N50	142	175.00	0	280	0.00
HMA Driveway Removal And Replacement	15	132.00	0	18	0.00
P.C.C. Driveway Removal And Replacement	20	159.00	0	22	0.00
Additional Excavation	50	16.00	0	0	0.00
Porous Granular Embankment	45	34.00	0	0	0.00
Contaminated Waste Disposal	80	133.00	0	0	0.00
Soil Test For Contaminants	3	1,466.00	0	3	0.00
Traffic Control & Protection	1	7,098.00	0	1	0.00
Storm Sewer, Class B, Type 1, 8" PVC Pipe w/ Backfill	180	77.00	0	185	0.00
Contract Subtotal					0.00
C/O #1 Additional Work Tie-on	1	1,721.76	0	1	0.00
C/O #2 Conflict MH and San Service Reinstatement	1	11,048.65	0	1	0.00
C/O Subtotal					0.00
Invoice Subtotal					0.00
Thank you for your business.			Total		
			Payments/Credits		
			Balance Due		

M&J Underground, Inc.
 P.O. Box 164
 Monce, IL 60449

Invoice

Date	Invoice #
5/16/2024	M24-0270

Bill To
Homewood, Village Of 17755 S. Ashland Ave. Homewood, IL 60430

Terms	Project/Location
Due on receipt	2023 CIP Marlin Ln & Court

Description	Est Qty	Rate	Current..	Prior ...	Current Amt
Retention		-10.00%			0.00
RETENTION BALANCE DUE ON PROJECT		36,566.26			36,566.26

Thank you for your business.

Total	\$36,566.26
Payments/Credits	\$0.00
Balance Due	\$36,566.26

Payment due upon receipt of invoice. A 1.5% finance charge will be applied on balances over 30 days. Balances over 90 days will go straight to collections. Any fees accrued during the collection process will be added to this bill.