## **MEETING AGENDA**



**Board of Trustees Meeting** 

Village of Homewood May 14, 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.

- Call to Order 1.
- 2. Pledge of Allegiance
- Roll Call
- Introduction of Staff 4.
- 5. Minutes: Consider a motion to approve the following minutes:
  - A. From the public hearing held on April 23, 2024.
  - B. From the regular meeting of the Board of Trustees held on April 23, 2024.
  - C. From the special meeting of the Board of Trustees held on April 30, 2024.
- Claims List:

Consider a motion to approve the Claims List of Tuesday, May 14, 2024 in the amount of \$873,168.96.

#### Appointment(s):

Appointment/Village Trustee/Phillip Mason: Consider a motion to approve the appointment of Phillip Mason to the Board of Trustees for a term ending on May 13, 2025.

- Oaths of Office: The Village Clerk will administer the oath of office to:
  - A. Laura Docter for the position of Records Clerk in the Police Department.
  - B. Michael Chmielewski for the position of Police Sergeant.
  - C. Terence Acquah for the position of Assistant Village Manager for the Village of Homewood.

#### Presentation(s):

- A. R-3182/Curt Wiest/Retirement: Consider a motion to pass a resolution honoring Curt Wiest on his retirement from the Village of Homewood Police Department.
- President Hofeld will issue a proclamation declaring the first Friday in June, June 7, 2024, to be National Gun Violence Awareness Day in the Village of Homewood.
- C. President Hofeld will issue a proclamation declaring the week of May 19-25 as Public Works Week in the Village of Homewood.

- 10. Hear from the Audience
- 11. Meet Your Merchants
- 12. <u>Omnibus Vote</u>: Consider a motion to pass, approve, authorize, accept, or award the following item(s):
  - 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.
  - 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 located 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 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 eligible expenses for the renovation of the building at 2059 Ridge Road.
  - 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, subject to conditions.
  - 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.

# 13. General Board Discussion

# 14. Adjourn

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Zoom Link: <a href="https://zoom.us/">https://zoom.us/</a>

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

# VILLAGE OF HOMEWOOD BOARD OF TRUSTEES MEETING BUDGET HEARING TUESDAY, APRIL 23, 2024 VILLAGE HALL BOARD ROOM

<u>PUBLIC HEARING</u>: At 7 p.m., President Richard Hofeld opening a hearing on the 2024-25 budget. All trustees were present. He invited Finance Director Amy Zukowski to make a presentation.

Director Zukowski said notice of the public hearing on the budget was published April 12, 2024 in the Daily Southtown as required by law.

Director Zukowski noted that since she made her presentations to the Village Board during the past two meetings, the final number has changed. Parking fee revenue from the commuter lots was increased by \$10,000; business incentive line item was reduced by \$50,000; places for eating tax increased by \$20,000; the Village is receiving a \$64,000 state grant to help with police retention. The amended budget increased the General Fund Surplus from \$408,906 to \$448,906.

Director Zukowski said the Village is waiting for a decision from the state legislature on whether the 1 percent sales tax on groceries will be eliminated.

In the Water/Sewer Fund, \$50,000 was added for a new Residential Sanitary Sewer initiative that would help residents cover part of their costs for sanitary sewer repairs.

The Capital Budget allocated \$4.5 million for capital improvements in the next 12 months. Director Zukowski said once the Village Board adopts the 2024-2025 budget, it will be filed with Cook County and available on the village website.

President Hofeld asked if anyone in the audience wanted to comment on the budget that had been previewed at the last two Village Board meetings. No comments were offered.

President Hofeld invited comments from the Trustees. No additional comments were offered.

ADJOURN: A motion was made by Trustee Heiferman and seconded by Trustee Colton to adjourn the public hearing on the budget.

<u>Roll Call</u>: AYES --Trustees Willis, Colton, Heiferman, Harris-Jones, Roman and Opyd. NAYS – None. ABSTAIN –None. Motion carried.

The meeting adjourned at 7:05 p.m.

Respectfully submitted,

Marilyn Thomas Village Clerk

# VILLAGE OF HOMEWOOD BOARD OF TRUSTEES MEETING TUESDAY, APRIL 23, 2024 VILLAGE HALL BOARD ROOM

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

<u>PLEDGE OF ALLEGIANCE</u>: President Hofeld led trustees in the Pledge of Allegiance.

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

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, Fire Chief Bob Grabowski, Police Chief Denise McGrath and Finance Director Amy Zukowski.

MINUTES: The minutes of the meeting of April 9, 2024, were presented. There were no comments or corrections.

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

<u>Roll Call</u>: AYES --Trustees Willis, Colton, Heiferman, Harris-Jones, Roman and Opyd. NAYS - None. Motion carried.

<u>CLAIMS LIST</u>: The Claims List in the amount of \$1,043,866.20 was presented. There were no questions from the Trustees.

A motion was made by Trustee Opyd and seconded by Trustee Heiferman to approve the Claims List as presented.

President Hofeld said three items made up 48 percent of the Claims List: \$145,838.36 to Burns & McDonnell Engineers for work on the proposed removal of lead water lines; \$278,984.25 to the City of Chicago Heights for Lake Michigan water; and \$78,760.90 to Thorn Creek Sanitary District.

<u>Roll Call</u>: AYES -- Trustees Willis, Colton, Heiferman, Harris-Jones and Opyd. NAYS -None. Motion carried.

<u>HEAR FROM THE AUDIENCE</u>: President Hofeld invited members of the audience to address the board on any subject not on the agenda. Resident Kevin Crabtree wanted to follow up on his concerns of two weeks ago about traffic in the Village. He asks for the Village to continue work to eliminate the problems of speeding and yielding to pedestrians.

President Hofeld assured Mr. Crabtree that staff is working on the issue. Trustee Colton thanked Mr. Crabtree for keeping the issue top of mind.

Louis Dutka Jr. of East Hazel Crest asked what can be done about people begging in the median on Halsted Street. He's concerned for their personal safety and the safety of drivers. Police Chief McGrath said police can ask if the person needs assistance, but nothing more according to an Illinois Supreme Court ruling.

Mr. Dutka also raised the issue of people sleeping in the Homewood Post Office building. He went into the building one night and found people there. Police Chief McGrath said police have been checking the building.

MEET THE MERCHANTS: Director Mesaros introduced Uncle John's Bar-B-Que at 17947 S. Halsted St., rated by the New York Times as one of the Top 25 restaurants in the Chicago area. The audience gave a round of applause to this announcement as Director Mesaros introduced Aja Kennebrew, owner. Ms. Kennebrew explained that she took over the business from her father in 2019. He moved the business to Homewood in 2016 after having the business in Chicago. They specialize in BBQ and smoked meats and have recently added turkey to the menu.

<u>PRESENTATIONS</u>: R-3179/Retirement/Doug Hank Jr. A motion was made by Trustee Opyd and seconded by Trustee Roman to approve the resolution honoring Doug Hank after his long career with Public Works. Clerk Thomas read the Resolution.

# <u>Roll Call</u>: AYES --Trustees Willis, Colton, Heiferman, Harris-Jones and Opyd. NAYS -None. Motion carried.

Director Schaefer said he and Hank started together with the Fire Department and then went to work at Public Works together. He listed Hank's many talents within the department, including certified arborist and operator of heavy equipment. Hank received a round of applause from the audience.

<u>Arbor Day Proclamation</u>: Clerk Thomas read the proclamation declaring April 26, 2024, as Arbor Day in the Village. President Hofeld said he received a letter from the Arbor Day Foundation recognizing the Village for its efforts at sustainable urban forest management. He congratulated Public Works for their ongoing efforts.

<u>Citizen Civics Academy</u>: Clerk Thomas read a proclamation on the success of the first Citizen Civics Academy. Village Manager Haney presented certificates to the participants who were present. He thanked staff member Antonia Steinmiller for her work organizing the six-week program that gave citizens a chance to meet with staff from various departments to understand the jobs they do.

<u>Homewood Science Center</u>: Edie Dobrez, director of the Homewood Science Center, gave the 2023 annual report outlining HSC programs. She gave copies of the annual report to the Trustees. It is also available on HSC website.

She outlined the free STEM Saturdays programs. During the week HSC hosts school groups. Exelon is underwriting a new conservation program for middle school students. A Cook County grant is helping fund Girls STEAM Ahead programs. July 18 will be the Summer Fest fundraiser and Walk Walton is in October.

In addition, Director Dobrez said the building is being used for film screenings, LGBTQ meetings, choirs, Girl Scouts, and robotics programs.

President Hofeld said the concept for the science center came from former staffer Rachel Jones who elevated it from the initial children's museum. He thanked Director Dobrez for all her work bringing it to greater heights. He thanked the Trustees for their continued support.

Trustee Heiferman, who serves on HSC board, said the science center took a 180-degree turn from the initial concept and he is honored to be a part of it.

Trustee Opyd said she has been happy with the programs and activities for the public and for school students.

TRANSIT ORIENTED DEVELOPMENT: Director Mesaros introduced two representatives – Kelsey Zlevor and Fiona Kennedy of Muse Community + Design -- who gave a wrap-up of a study on a transit-oriented development (TOD) plan underwritten by the Regional Transportation Authority. Civil Tech did the transportation design segment of the study. The community was invited to offer input at various points in the year-long study, as were the Village's departments, including Public Works, Police and Fire.

The study was broken into four sections: Rides, Navigate, Enjoy, Arrive with a focus on downtown Homewood and cyclists' experiences. Recommendations focus on Dixie Highway and 183rd Street, and how best to access entrances to downtown with a focus on the two viaducts; a need for signage; upgrading cyclists' experiences on entering downtown.

The presenters urged passage of the study by the Village Board. The study offers a suite of options to be used as a guidebook.

President Hofeld said the basics of the study are presented and can help with next steps. Some suggestions are do-able but others may not be, but he appreciated that the study offers options.

President Hofeld asked if anyone in the audience had questions on the plan. One resident asked how many people participated and the presenters gave numbers from the 11 consulting board members to dozens of people at Village events, such as Fall Fest and business owners. They estimated several hundred people were involved throughout the study.

Trustees thanked the presenters and Director Mesaros and staff for their efforts.

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

- A. Reappointment/Tsia Jones/Veterans Committee: Approve the reappointment of Tsia Jones to the Veterans committee for a three-year term ending on April 23, 2027.
- B. M-2287/Lease Amendment/Homewood Science Center: Pass an ordinance authorizing deletion of the building at 2018-2020 Ridge Road from the Village of Homewood lease to the Homewood Science Center.
- C. M-2288/Plat of Subdivision/3043-3055 183rd Street: Pass an ordinance approving the Upham Plat of Subdivision for the property located at 3043-3055 183rd Street.
- D. Purchase Approval/Chipper Box/Arbortech: Waive competitive bidding due to high demand and limited availability of forestry equipment; and, authorize the purchase of a customized 11-yard Chipper Box from Arbortech of Wooster, Ohio in the amount of \$32,060.

- E. Contract Renewal/Custodial Services/EcoClean Maintenance: Approve a renewal contract with EcoClean Maintenance of Elmhurst, IL for custodial services in an amount not to exceed \$51,480.
- F. Bid Award/Tree Services/Homer Tree Care/Winkler's Tree Service: Award the bid for tree removal (\$34.75/inch) and stump removal (\$10.00/inch) to Homer Tree Care of Lockport, IL, the lowest responsible bidder, in an amount not to exceed \$100,000; and, award the bid for sectional tree trimming (\$84.00/tree), spot tree trimming (\$240.00/tree), and emergency removal (\$500.00/hour) to Winkler's Tree Service of LaGrange Park, IL, the lowest responsible bidder, in an amount not to exceed \$88,000.
- G. Bid Award/Crushed Limestone/Shepley Motor Express: Award the bid for crushed limestone to Shepley Motor Express of Thornton, IL, the lowest responsible bidder, at the prices of \$17.15 for CA6, \$24.75 for 1" stone and \$24.50 for 2" stone, in an amount not to exceed \$49,500.
- H. Bid Award/Concrete Flatwork/Strada Construction Co.: Award the bid for concrete flatwork to Strada Construction Co. of Addison, IL, the lowest responsible bidder, based on the unit prices submitted in an amount not to exceed \$143,510.
- I. Bid Award/Bituminous Mixes/D. Construction: Award the bid for Bituminous Mixes to D. Construction, Inc. of Coal City, IL, the lowest responsible bidder, at the prices of \$67.00/ton for Surface mix, \$64.00/ton for Binder mix and \$140.00/ton for Cold Patch mix in an amount not to exceed \$54,000.
- J. Scavenger License Renewal/Fiscal Year 2024-2025: Approve the renewal of the Scavenger licenses for Homewood Disposal, Allied Waste Transportation, Inc., and Waste Management, Inc.; and the Limited Scavenger licenses for Midway Building Supply, Tri-State Disposal, and Total Disposal.
- K. MC-1080/Amendment to Class 16 Liquor Licenses: Pass an ordinance amending the language for Class 16 liquor licenses to include the State of Illinois Brewer's License.
- L. M-2289/Increase of Class 16 Liquor Licenses/Homewood Brewing Operations LLC/18225 Dixie Highway: Pass an ordinance amending the Table of the Number of Liquor License Limitations by Class to increase the allowed number of Class 16 liquor licenses by one for the proposed Homewood Brewing Operations LLC at 18225 Dixie Highway.
- M. M-2290/Permit Renewals/Sale of Alcoholic Beverages Outdoor: Pass an ordinance waiving requirements governing outdoor alcohol sales for certain licensees; and approve the issuance of 10 Permits for Sale of Alcoholic Beverages Outdoor, valid from May 1, 2024 to April 30, 2025 upon payment of the permit fee.
- N. M-2291/Adoption of Transit-Oriented Development Plan: Pass an ordinance adopting the Village of Homewood Transit-Oriented Development Plan, an amendment to the Comprehensive Plan.
- O. R-3180/Five-Year Capital Improvement Plan: Pass a resolution establishing the Five-Year Capital Improvement Plan process.
- P. M-2292/Budget Adoption/Fiscal Year 2024-2025: Pass an ordinance adopting the annual budget for the fiscal year beginning May 1, 2024 and ending April 30, 2025.

Trustee Colton asked about Item M and whether an issue with The Ridgewood had been settled. Director Mesaros said it was; the business will serve on its back patio.

Trustee Colton asked about Item B. She wanted assurances that the previous owner who donated the building to the Village was aware that the property may be up for sale. She was told the previous owner was so informed. Trustee Colton also asked when the Village took control of the building and it was offered to the Homewood Science Center did the Village know the building was

uninhabitable. President Hofeld said the thought was the building would be a science center annex, but was unaware of the extent of the building needs – a roof and tuckpointing. It still needs HVAC and ADA updates, Director Schaefer said, estimated at \$100,000. Fire Chief Grabowski said the building was never not safe, but it wasn't up to code, and he asked that before it be used by the public that it be brought up to code. Grabowski said that's when the interior was gutted. Trustee Colton said her position is the Village should improve its processes and do an inspection of any building it acquires before it takes possession of it.

Trustee Heiferman said when the Village acquires a property it is generally because it doesn't have a clean slate. The Village takes them on to create something better for the community. He also commented on the amount of work that went into the budget and the transit-oriented development plan and both took special attention on the part of Public Works.

Trustee Roman addressed the HSC annex building asking Village administrators to market the space for ideas on how to use the space or how to sell the space.

Attorney Cummings was asked to address Trustee Roman's suggestion. He said because the property is in a TIF district the Board would enter into a redevelopment agreement, similar to the action taken on the former Brunswick Zone property. It's always the Trustees' discretion on how to market the property.

Trustee Opyd asked about LaVoute getting an outdoor liquor sale license, but she was told they have a separate status because of the hotel. She also commended Public Works for all the efforts they put into their many projects.

Trustee Opyd said she remembered the space (in Item B) when HSC was in there. Now the space is magnificent with the exposed brick and the ceiling beams. She sees great opportunities for the space and hopes to see a business plan.

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

# <u>Roll Call</u>: AYES --Trustees Willis, Heiferman, Harris-Jones and Opyd and President Hofeld. NAYS -None. Motion carried.

<u>GENERAL BOARD DISCUSSION</u>: Trustee Willis said she appreciated the TOD presenters calling Homewood a great place.

Trustee Colton asked what could be done about the disconnect on parking. Residents don't believe there's enough parking, but it doesn't reflect what the Village outlined in the parking study. She acknowledged that signage is coming, and she wants the Village to connect to Google Maps to reflect parking.

Trustee Heiferman said his First Monday open meeting will be at Bergstein's.

Trustee Harris-Jones reminded everyone cicadas are coming.

Trustee Roman was excited by the Village interactions from the Citizens Civic Academy and the TOD plan. She asked if there were any updates on traffic concerns. Manager Haney said he called a

meeting of department heads to discuss 1) speeding; 2) parking in downtown; 3) security and safety around schools. The group will have some recommendations for the board at the May 14 meeting.

Trustee Opyd congratulated Police Chief Denise McGrath for running the Boston Marathon this month. Trustee Opyd said she believes speeding is down on 183rd Street and Ridge Road. She thanked staff for all their efforts on the 2024-25 budget and was happy to be part of the Cicada T-shirt sale. She thanked Edie Dobrez for her report.

Truste Opyd reminded the community they could still sign up for Clean-Up Day on Saturday, and tickets were still available for the 100th celebration at the Homewood Library.

A motion was made to move to Executive Session by Trustee Roman and seconded by Trustee Opyd.

<u>Roll Call</u>: AYES --Trustees Willis, Colton, Heiferman, Harris-Jones, Roman and Opyd. NAYS - None. Motion carried.

The Board moved to Executive Session at 8:23 p.m. to discussion pending litigation under 5ILCS 120/2(c)11.

The Board returned from Executive Session at 8:55 p.m.

A motion was made by Trustee Roman and seconded by Trustee Opyd to adjourn the Regular Meeting of the Board of Trustees.

The meeting adjourned on voice vote.

Respectfully submitted,

Marilyn Thomas Village Clerk

# Adams, Nancy

From: ANNE BARRY

**Sent:** Tuesday, April 23, 2024 8:17 AM

To: PublicComments

**Subject:** Science Center Questions

External Sender: Use caution with links/attachments. Use caution when replying. If you are unsure please contact IT.

For the Fiscal year of 2023 - what were the costs of utilities for the building(s) associated with the science center? What were the total costs for maintenance, repairs, capital improvements for the building(s) associated with the science center?

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# VILLAGE OF HOMEWOOD BOARD OF TRUSTEES SPECIAL MEETING TUESDAY, APRIL 30, 2024 VILLAGE HALL BOARD ROOM

<u>CALL TO ORDER</u>: President Hofeld called the special meeting of the Board of Trustees to order at 7 p.m.

<u>PLEDGE OF ALLEGIANCE</u>: 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 Jay Heiferman, Trustee Vivian Harris-Jones, and Trustee Allisa Opyd. Trustee Lauren Roman was absent.

President Hofeld introduced staff present: Village Manager Napoleon Haney, Village Attorney Chris Cummings, Director of Economic and Community Development Angela Mesaros, and Assistant Village Manager Terrence Acquah.

<u>CLAIMS LIST</u>: The Claims List in the amount of \$49,014.65 was presented. There were no questions from the Trustees.

A motion was made by Trustee Opyd and seconded by Trustee Heiferman to approve the Claims List as presented.

# <u>Roll Call</u>: AYES --Trustees Willis, Heiferman, Harris-Jones and Opyd and President Hofeld. NAYS -None. Motion carried.

<u>HEAR FROM THE AUDIENCE</u>: Kris Condon addressed the board first to thank the Village Administration for the Citizens Civics Academy. She was one of the 30 residents to complete the program. She also asked that a discussion be held on what attributes the community would like to see in its next Village Trustee to fill the seat of Anne Colton who resigned this week. By law, the Village has 60 days to fill the position, which Condon said was enough time to hear from interested constituents.

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

A. Authorize the Village President to enter into a redevelopment agreement between the Village of Homewood, DP Homewood, LLC, an Illinois limited liability company, and Bana Three Corporation, an Illinois corporation for the property located at 3043-3055 183rd Street. Incorporated in the redevelopment agreement is a contract for the Village to sell the property to DP Homewood LLC for \$1.00.

B. Pass a resolution supporting a Cook County Class 8 Tax Assessment under the Cook County Real Property Assessment Classification ordinance for real estate located at 3043-3055 183rd Street.

Trustee Heiferman said the two items are before the Board because of a combination of every factor the Village is using to push for economic development. He is very excited about it. Trustee Harris-Jones said she too is excited about the redevelopment of the site. Trustee Opyd said she sees this redevelopment project as a great gateway into the community (from the west boundary).

President Hofeld said the development will offer services to residents and will prove to be a great sales tax addition for Homewood.

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

<u>Roll Call</u>: AYES --Trustees Willis, Heiferman, Harris-Jones and Opyd and President Hofeld. NAYS -None. Motion carried.

<u>GENERAL BOARD DISCUSSION</u>: Trustee Heiferman said he has seen social media comments about the need to connect with residents. He pointed out the latest effort by the Village to reach residents through a meeting wrap-up of actions taken at the Village Board meeting. The report is posted to the Village's social media outlets. He applauded staff for these efforts and said it seems Homewood is the only government body doing this.

Trustee Opyd welcomed new Assistant Village Manager Terrence Acquah and thanked him for his efforts at the Village Clean-Up event on Saturday. She found the written comments from the Citizens Civic Academy very positive and the concert on Sunday was wonderful.

<u>ADJOURN:</u> A motion to adjourn the special meeting of the Board of Trustees was made by Trustee Willis and seconded by Trustee Harris-Jones.

<u>Roll Call</u>: AYES --Trustees Willis, Heiferman, Harris-Jones and Opyd and President Hofeld. NAYS -None. Motion carried.

The meeting adjourned at 7:10 p.m.

Respectfully submitted,

Marilyn Thomas Village Clerk

Report dates: 5/14/2024			
Name	Description	DEPARTMENT	Net Invoice Amount
3WING LLC	MARKETING SERVICES	MANAGER'S OFFICE	6,995.00
Total 3WING LLC:			6,995.00
ADVANCED AUTO PARTS	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	18.81
Total ADVANCED AUTO PAR	TS:		18.81
AIR ONE EQUIPMENT INC	TURN OUT GEAR - FD	FIRE DEPARTMENT	905.00
Total AIR ONE EQUIPMENT I	NC:		905.00
ALEXANDER EQUIPMENT	VERTEX HELMET	PUBLIC WORKS	178.89
Total ALEXANDER EQUIPME	NT:		178.89
ALRO STEEL CORPORATION	STEEL	PUBLIC WORKS	211.81
ALRO STEEL CORPORATION	STEEL	PUBLIC WORKS	439.59
Total ALRO STEEL CORPOR	ATION:		651.40
AMAZON CAPITAL SERVICES IN AMAZON CAPITAL SERVICES IN	EVENT SETUP AND BREAKDOWN SUPPLIES EVENT ACTIVITIES CHAIR BCTC REPLACEMENT HARD DRIVES OPERATING SUPPLIES - FD CHAIRS TRAILER ORGANIZATION - FM BUILDING MAINT SUPPLIES EVENT SUPPLIES EVENT SUPPLIES	POLICE DEPARTMENT MANAGER'S OFFICE MANAGER'S OFFICE FIRE DEPARTMENT MANAGER'S OFFICE FIRE DEPARTMENT FIRE DEPARTMENT MANAGER'S OFFICE PUBLIC WORKS MANAGER'S OFFICE MANAGER'S OFFICE METER DEPARTMENT FIRE DEPARTMENT	595.06 161.99 189.83 169.99 1,609.00 52.38 585.15 187.93 75.99 89.11 38.88 3,755.31 150.00 75.00 100.00 125.00 50.00
Total AMERICAN LAWN LLC:			625.00
AMERICAN PRINTING TECHNO	WEBSITE MAINTENANCE	MANAGER'S OFFICE	86.00
Total AMERICAN PRINTING	TECHNOLOGIES INC:		86.00
ANDREA DARLAS	TRAINING	MANAGER'S OFFICE	187.50
Total ANDREA DARLAS:			187.50
ANGELA FETT	ART AND GARDEN ENTERTAINMENT	MANAGER'S OFFICE	2,500.00
Total ANGELA FETT:			2,500.00
ANGELA MESAROS	PARKING - NATIONAL CONFERENCE	MANAGER'S OFFICE	17.00

Name	Description	DEPARTMENT	Net Invoice Amount
ANGELA MESAROS	CONFERENCE TRAVEL REIMBURSEMENT	MANAGER'S OFFICE	574.64
ANGELA MESAROS	HOTEL CONFERENCE REIMBURSEMENT	MANAGER'S OFFICE	763.95
Total ANGELA MESAROS:			1,355.59
APPAREL REDEFINED	CICADA ERA MERCH	MANAGER'S OFFICE	3,406.00
Total APPAREL REDEFINED:			3,406.00
ARAMARK UNIFORM SERVICE	APRIL 2024	PUBLIC WORKS	31.90
RAMARK UNIFORM SERVICE	APRIL 2024	PUBLIC WORKS	31.57
RAMARK UNIFORM SERVICE	APRIL 2024	PUBLIC WORKS	74.54
RAMARK UNIFORM SERVICE	APRIL 2024	PUBLIC WORKS	99.67
RAMARK UNIFORM SERVICE	APRIL 2024	PUBLIC WORKS	184.00
RAMARK UNIFORM SERVICE	APRIL 2024	PUBLIC WORKS	6.00
RAMARK UNIFORM SERVICE	APRIL 2024	PUBLIC WORKS	39.00
ARAMARK UNIFORM SERVICE	APRIL 2024	PUBLIC WORKS	541.00
ARAMARK UNIFORM SERVICE	APRIL 2024	PUBLIC WORKS	61.02
Total ARAMARK UNIFORM S	ERVICE:		1,068.70
ARC DOCUMENT SOLUTIONS	PLOTTER INK	MANAGER'S OFFICE	1,704.79
Total ARC DOCUMENT SOLU	JTIONS:		1,704.79
ARTISTIC ENGRAVING	BADGES & HAT SHIELDS	POLICE DEPARTMENT	1,969.60
Total ARTISTIC ENGRAVING	:		1,969.60
ASC INDUSTRIES	OPERATING SUPPLIES PW	PUBLIC WORKS	232.00
Total ASC INDUSTRIES:			232.00
NAME OF THE OFFICE OFFICE OF THE OFFICE OF THE OFFICE OF THE OFFICE OFFICE OF THE OFFICE OFFI	FUEL INVENTORY OFFICE INF	A005T0	44 000 50
AVALON PETROLEUM COMPAN AVALON PETROLEUM COMPAN	FUEL INVENTORY GASOLINE FUEL INVENTORY DIESEL	ASSETS ASSETS	11,896.50 2,748.00
Total AVALON PETROLEUM	COMPANY:		14,644.50
3 ALLAN GRAPHICS	FINAL METER READING CARDS	MANAGER'S OFFICE	125.00
Total B ALLAN GRAPHICS:			125.00
BARBARA OTTO	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	608.00
Total BARBARA OTTO:			608.00
ATTERIES PLUS ATTERIES PLUS	OPERATING SUPPLIES - FD BATTERIES - FD	FIRE DEPARTMENT FIRE DEPARTMENT	299.35 319.25
Total BATTERIES PLUS:			618.60
NUEV I I O	ANIMIAL PAGE CHARGE FOR UR VI 2000 PRIVITED	DUDI 10 MODICO	
BHFX LLC BHFX LLC	ANNUAL BASE CHARGE FOR HP XL 3600 PRINTER ANNUAL BASE CHARGE FOR HP XL 3600 PRINTER	PUBLIC WORKS PUBLIC WORKS	1,251.41 109.31
Total BHFX LLC:			1,360.72
BRENNTAG GREAT LAKES LLC	CAUSTIC SODA	PUBLIC WORKS	4,047.70
SINE/ III LAINED LED	555110 50571	. 352.0 **31410	7,071.70

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Name	Description	DEPARTMENT	Net Invoice Amount
Total BRENNTAG GREAT LA	KES LLC:		4,047.70
BRIGHTLY SOFTWARE INC BRIGHTLY SOFTWARE INC	WASTE WATER COLLECTION SYSTEM WASTE WATER COLLECTION SYSTEM	MANAGER'S OFFICE PUBLIC WORKS	10,674.85 10,674.84
Total BRIGHTLY SOFTWARE	INC:		21,349.69
BURNS & MCDONNELL ENGINE	LEAD SERVICE PLAN	PUBLIC WORKS	39,350.00
Total BURNS & MCDONNELL	ENGINEERING CO., INC.:		39,350.00
C & M PIPE SUPPLY	SANITARY SEWER SUPPLIES	PUBLIC WORKS	2,328.00
Total C & M PIPE SUPPLY:			2,328.00
CARGILL INC CARGILL INC	SALT SALT	PUBLIC WORKS PUBLIC WORKS	4,391.97 3,120.16
Total CARGILL INC:			7,512.13
CDW GOVERNMENT INC CDW GOVERNMENT INC	CIU LAPTOP ADMINISTRATIVE HEARING LAPTOP	POLICE DEPARTMENT POLICE DEPARTMENT	1,388.71 1,388.71
Total CDW GOVERNMENT IN	NC:		2,777.42
CHARLENE DYER	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	296.19
Total CHARLENE DYER:			296.19
CHEVROLET OF HOMEWOOD CHEVROLET OF HOMEWOOD CHEVROLET OF HOMEWOOD CHEVROLET OF HOMEWOOD	WATER DEPT REPAIR PARTS ADMIN REPAIR PARTS ADMIN REPAIR PARTS ADMIN REPAIR PARTS	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	30.45 23.29 222.26 271.35
Total CHEVROLET OF HOME	EWOOD:		547.35
CHRISTOPHER J CUMMINGS P CHRISTOPHER J CUMMINGS P CHRISTOPHER J CUMMINGS P	GENERAL LEGAL PROSECUTIONS KEDZIE TIF LEGAL EXPENSES	MANAGER'S OFFICE MANAGER'S OFFICE	9,966.65 1,760.00 3,089.54
Total CHRISTOPHER J CUM	MINGS PC:		14,816.19
COMCAST BUSINESS CORP	INTERNET VH & NETWORK PW PRI TELEPHONE SERVICE	MANAGER'S OFFICE MANAGER'S OFFICE	1,721.01 425.53
Total COMCAST BUSINESS	CORP:		2,146.54
COMED COMED COMED	UTILITIES UTILITIES UTILITIES	PUBLIC WORKS PUBLIC WORKS	1,473.60 909.01 1,510.86
Total COMED:			3,893.47
CONCENTRIC INTEGRATION CONCENTRIC INTEGRATION	IT SUPPORT SERVICES IT SUPPORT SERVICES	MANAGER'S OFFICE MANAGER'S OFFICE	195.00 315.00

Name	Description	DEPARTMENT	Net Invoice Amount
Total CONCENTRIC INTEG	RATION:		510.00
CONSERV FS INC CONSERV FS INC	CLEAN UP DAY MATERIALS GRASS SEED	MANAGER'S OFFICE PUBLIC WORKS	400.00 255.00
Total CONSERV FS INC:			655.00
CONWAY SHIELD	TURN OUT GEAR - FD	FIRE DEPARTMENT	1,125.00
Total CONWAY SHIELD:			1,125.00
CORE & MAIN LP CORE & MAIN LP	WATER METER READER WATER METER HEADS	PUBLIC WORKS PUBLIC WORKS	1,994.30 7,821.53
Total CORE & MAIN LP:			9,815.83
CTT ELECTRIC INC	ELECTRICAL INSPECTIONS	FIRE DEPARTMENT	1,425.00
Total CTT ELECTRIC INC:			1,425.00
CURRIE MOTORS (PARTS)	POLICE DEPT REPAIR PARTS POLICE DEPT REPAIR PARTS POLICE DEPT REPAIR PARTS ADMIN REPAIR PARTS POLICE DEPT REPAIR PARTS POLICE DEPT REPAIR PARTS	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	384.41 32.25 25.46 1,195.47 32.59 132.50
Total CURRIE MOTORS (PA	ARTS):		1,802.68
CVB	HOTEL TAX-MARCH 2024	ASSETS	716.32
Total CVB:			716.32
DACRA ADJUDICATION LLC	MOS/MOVE/ABC MONTHLY FEE	POLICE DEPARTMENT	1,338.00
Total DACRA ADJUDICATIO	ON LLC:		1,338.00
DAILY SOUTHTOWN	NEWSPAPER SUBSCRIPTION	MANAGER'S OFFICE	68.74
Total DAILY SOUTHTOWN:			68.74
DANA ROBINSON	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	119.20
Total DANA ROBINSON:			119.20
DAVID L BOND	ART AND GARDEN ENTERTAIMENT	MANAGER'S OFFICE	1,000.00
Total DAVID L BOND:			1,000.00
DELTA SONIC CAR WASH	POLICE VEHICLE WASHES	PUBLIC WORKS	359.82
Total DELTA SONIC CAR W	ASH:		359.82
DENISE MCGRATH	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	220.19

Name	Description	DEPARTMENT	Net Invoice Amount
Total DENISE MCGRATH:			220.19
DENNIS GIOMETTI	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	323.20
Total DENNIS GIOMETTI:			323.20
DMC SECURITY SERVICES INC	ALARM MONITORING	PUBLIC WORKS	66.00
Total DMC SECURITY SERV	/ICES INC:		66.00
DYNEGY ENERGY SERVIC	ENERGY ENERGY ENERGY ENERGY ENERGY ENERGY ENERGY ENERGY	PUBLIC WORKS	9,248.34 6,851.34 20,898.90 1,924.02 766.87 807.58 48.98
Total DYNEGY ENERGY SE	RVIC:		40,546.03
EBELS ACE HARDWARE	OPERATING SUPPLIES - LM	PUBLIC WORKS	12.39
Total EBELS ACE HARDWAI	RE:		12.39
ECO CLEAN MAINTENANCE	JANITORIAL SERVICE	PUBLIC WORKS	4,073.35
Total ECO CLEAN MAINTEN	IANCE:		4,073.35
E-COM E-COM E-COM Total E-COM:	FY 2024-205 - FEB/MAR/APR 24 OPERATING FY 2024-205 - CAPITAL FEB-APR 2024 VERIZON	POLICE DEPARTMENT POLICE DEPARTMENT POLICE DEPARTMENT	106,926.81 36,728.77 3,507.48 147,163.06
EJ USA INC	HYDRANT REPAIR PARTS	PUBLIC WORKS	682.36
EJ USA INC	OPERATING SUPPLIES	PUBLIC WORKS	1,616.67
Total EJ USA INC:			2,299.03
EJ WELCH COMPANY	FILTERS	PUBLIC WORKS	27.12
Total EJ WELCH COMPANY	:		27.12
EXPERT CHEMICAL EXPERT CHEMICAL	VEHICLE MAINT DEPT SUPPLIES CLEAN UP DAY MATERIALS	PUBLIC WORKS MANAGER'S OFFICE	96.09 550.00
Total EXPERT CHEMICAL:			646.09
FAIRVIEW REALTY GROUP	POLICE APPLICANT BACKGROUND CHECK	MANAGER'S OFFICE	25.00
Total FAIRVIEW REALTY GR	ROUP:		25.00
FESSCO FIRE EQUIP SALES &	FIRE EXTINGUISHER INSPECTION	PUBLIC WORKS	6.50
Total FESSCO FIRE EQUIP	SALES & SVC:		6.50

Name	Description	DEPARTMENT	Net Invoice Amount
FIRE SERVICE INC FIRE SERVICE INC	A-28 VEHICLE MAINT A-28 VEHICLE PARTS	FIRE DEPARTMENT FIRE DEPARTMENT	693.75 3,997.14
Total FIRE SERVICE INC:			4,690.89
FIRST AID CORP	VEHICLE MAINT SUPPLIES	PUBLIC WORKS	211.08
Total FIRST AID CORP:			211.08
FIRST ARRIVING LLC FIRST ARRIVING LLC	ANNUAL LICENSE ANNUAL LICENSE	MANAGER'S OFFICE MANAGER'S OFFICE	1,109.31 1,142.58
Total FIRST ARRIVING LLC:			2,251.89
FLEET SAFETY SUPPLY FLEET SAFETY SUPPLY	L&M DEPT REPAIR PARTS POLICE DEPT REPAIR PARTS	PUBLIC WORKS PUBLIC WORKS	655.64 276.24
Total FLEET SAFETY SUPPL	Y:		931.88
FLOWMSP INC	ANNUAL LICENSE FEE	MANAGER'S OFFICE	4,950.00
Total FLOWMSP INC:			4,950.00
FORD OF HOMEWOOD FORD OF HOMEWOOD FORD OF HOMEWOOD FORD OF HOMEWOOD FORD OF HOMEWOOD	POLICE DEPT REPAIR PARTS ADMIN REPAIR PARTS POLICE DEPT REPAIR PARTS POLICE DEPT REPAIR PARTS VEHICLE PARTS - FD	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS FIRE DEPARTMENT	366.24 247.84 46.68 59.12 79.96
Total FORD OF HOMEWOOD	D:		799.84
GFC LEASING GFC LEASING	MONTHLY AGREEMENT COPIER METERS	MANAGER'S OFFICE MANAGER'S OFFICE	944.23 97.00
Total GFC LEASING:			1,041.23
GRAINGER INC GRAINGER INC GRAINGER INC	BUILDING MAINTENANCE SUPPLIES BUILDING MAINTENANCE SUPPLIES BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	25.87 252.51 124.61
Total GRAINGER INC:			402.99
HANNA NELSON HANNA NELSON	QUARTERMASTER-UNIFORMS-PD QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT POLICE DEPARTMENT	59.98 30.00
Total HANNA NELSON:			89.98
HAWKINS INC	CHLORINE TANK RENTAL	PUBLIC WORKS	90.00
Total HAWKINS INC:			90.00
HELSEL JEPPERSON ELECTRI HELSEL JEPPERSON ELECTRI	ELECTRICAL SUPPLIES FLOCK CAMERA EXPENSES	PUBLIC WORKS POLICE DEPARTMENT	95.97 335.00
Total HELSEL JEPPERSON	ELECTRICAL:		430.97
HINCKLEY SPRINGS	WATER	PUBLIC WORKS	313.19

Name	Description	DEPARTMENT	Net Invoice Amount
Total HINCKLEY SPRINGS:			313.19
HOFFMAN BRIAN	FOOD ALLOWANCE	PUBLIC WORKS	100.48
Total HOFFMAN BRIAN:			100.48
HOME CLEANING CENTER OF	BCTC MONTHLY CLEANING	FIRE DEPARTMENT	300.00
Total HOME CLEANING CE	NTER OF AM:		300.00
HR GREEN INC	PLAN REVIEWS FOR MARCH 2024	FIRE DEPARTMENT	1,421.75
Total HR GREEN INC:			1,421.75
ILLINOIS TOLLWAY	HIGHWAY TOLLS	PUBLIC WORKS	138.30
Total ILLINOIS TOLLWAY:			138.30
INTERSTATE BATTERY	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	149.95
Total INTERSTATE BATTER	RY:		149.95
PBC	MAY INSURANCE PREMIUM	MANAGER'S OFFICE	1,604.89
PBC	MAY INSURANCE PREMIUM	MANAGER'S OFFICE	2,936.94
PBC	MAY INSURANCE PREMIUM	MANAGER'S OFFICE	5.32
PBC	MAY INSURANCE PREMIUM	MANAGER'S OFFICE	1,914.66
PBC	MAY INSURANCE PREMIUM	MANAGER'S OFFICE	1,978.58
PBC	MAY INSURANCE PREMIUM	MANAGER'S OFFICE	968.21
PBC	MAY INSURANCE PREMIUM	PUBLIC WORKS	1,149.13
PBC	MAY INSURANCE PREMIUM	PUBLIC WORKS	6,420.45
PBC	MAY INSURANCE PREMIUM	PUBLIC WORKS	2,769.91
PBC	MAY INSURANCE PREMIUM	PUBLIC WORKS	5,035.92
PBC	MAY INSURANCE PREMIUM	PUBLIC WORKS	3,086.63
PBC	MAY INSURANCE PREMIUM	PUBLIC WORKS	1,243.77
PBC PBC	MAY INSURANCE PREMIUM MAY INSURANCE PREMIUM	PUBLIC WORKS PUBLIC WORKS	6,929.79 7,436.01
PBC	MAY INSURANCE PREMIUM	FIRE DEPARTMENT	30,533.99
PBC	MAY INSURANCE PREMIUM	FIRE DEPARTMENT	6,065.48
PBC	MAY INSURANCE PREMIUM	FIRE DEPARTMENT	2,780.58
PBC	MAY INSURANCE PREMIUM	POLICE DEPARTMENT	51,579.61
PBC	MAY INSURANCE PREMIUM	POLICE DEPARTMENT	16,438.11
PBC	MAY INSURANCE PREMIUM	POLICE DEPARTMENT	3,897.78
PBC	MAY INSURANCE PREMIUM	POLICE DEPARTMENT	4,957.69
PBC	MAY INSURANCE PREMIUM	MANAGER'S OFFICE	64,110.14
PBC	MAY INSURANCE PREMIUM	PUBLIC WORKS	1,870.60
PBC PBC	MAY INSURANCE PREMIUM	PUBLIC WORKS	9,020.54
PBC PBC	MAY INSURANCE PREMIUM MAY INSURANCE PREMIUM	PUBLIC WORKS PUBLIC WORKS	4,284.54 3,871.33
PBC	MAY INSURANCE PREMIUM	PUBLIC WORKS	7,277.75
PBC	MAY INSURANCE PREMIUM	MANAGER'S OFFICE	251.25
PBC	MAY INSURANCE PREMIUM	PUBLIC WORKS	3,971.79
Total IPBC:			254,391.39
IRMA	REIMBURSE CLAIM OVERPAYMENT	MANAGER'S OFFICE	271.02
IRMA	VOLUNTEER COVERAGE 11/23-11/24	MANAGER'S OFFICE	850.00

Name	Description	DEPARTMENT	Net Invoice Amount
Total IRMA:			1,121.02
JAMES STRAYER	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	152.57
Total JAMES STRAYER:			152.57
JODY APPLEGATE	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	111.23
Total JODY APPLEGATE:			111.23
JONES PARTS & SERVICE INC JONES PARTS & SERVICE INC	ACCIDENT REPAIR PW ACCIDENT REPAIR PW	PUBLIC WORKS PUBLIC WORKS	1,193.69 228.46
Total JONES PARTS & SERV	ICE INC:		1,422.15
JUSTIN BLACKBURN	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	25.77
Total JUSTIN BLACKBURN:			25.77
KELLY STRAYER	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	601.64
Total KELLY STRAYER:			601.64
KENNETH PAVLACKA KENNETH PAVLACKA KENNETH PAVLACKA	ANTIQUE VEHICLE REBATE ANTIQUE VEHICLE REBATE ANTIQUE VEHICLE REBATE	ASSETS ASSETS ASSETS	20.00 20.00 20.00
Total KENNETH PAVLACKA:			60.00
KEVIN COYLE	BOOT REIMBURSEMENT - SUMMER HIRE	PUBLIC WORKS	24.99
Total KEVIN COYLE:			24.99
KEVIN W SHAUGHNESSY	RECORDS APPLICANT POLYGRAPH	MANAGER'S OFFICE	250.00
Total KEVIN W SHAUGHNES	SSY:		250.00
KIETA CHRIS	FIRE COMMAND CLASS	FIRE DEPARTMENT	754.15
Total KIETA CHRIS:			754.15
LAW OFFICES OF DENNIS G GI	ADMINISTRATIVE HEARING OFFICER	MANAGER'S OFFICE	555.00
Total LAW OFFICES OF DEN	INIS G GIANOPOLUS PC:		555.00
LBM TOOLS LLC	VEHICLE MAINT DEPT TOOLS	PUBLIC WORKS	169.00
Total LBM TOOLS LLC:			169.00
LORI WYDRA	ART AND GARDEN ENTERTAINMENT	MANAGER'S OFFICE	500.00
Total LORI WYDRA:			500.00
LOTT #1 INC	PRISONER MEALS	POLICE DEPARTMENT	104.70

Report dates: 5/14/2024			
Name	Description	DEPARTMENT	Net Invoice Amount
Total LOTT #1 INC:			104.70
LOUISE WOLF	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	483.20
Total LOUISE WOLF:			483.20
M & J UNDERGROUND INC	MARLIN WATER MAIN	PUBLIC WORKS	61,750.50
Total M & J UNDERGROUNI	D INC:		61,750.50
MAREN RONAN	LOBBYING SERVICES	MANAGER'S OFFICE	3,000.00
Total MAREN RONAN:			3,000.00
MARIAN KIEPURA	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	338.06
Total MARIAN KIEPURA:			338.06
MEADE ELECTRIC CO INC	TRAFFIC SIGNAL MAINTANENCE	EXPENSES	185.23
MEADE ELECTRIC CO INC	TRAFFIC SIGNAL MAINTANENCE	PUBLIC WORKS	1,481.84
MEADE ELECTRIC CO INC	STREET LIGHT KNOCKDOWN	PUBLIC WORKS	1,545.18
Total MEADE ELECTRIC CC	) INC:		3,212.25
MENARDS INC	FLAGS	PUBLIC WORKS	136.68
MENARDS INC	SHOP SUPPLIES	PUBLIC WORKS	164.71
MENARDS INC	TRUCK SUPPLIES	PUBLIC WORKS	22.73
MENARDS INC	OPERATING SUPPLIES -PW	PUBLIC WORKS	2.98
MENARDS INC MENARDS INC	FLAGS/SUPPLIES SHOP SUPPLIES	PUBLIC WORKS PUBLIC WORKS	259.30 4.39
MENARDS INC	OPERATING SUPPLIES	PUBLIC WORKS	20.95
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	165.34
MENARDS INC	NITRILE GLOVES	PUBLIC WORKS	61.93
MENARDS INC	OPERATING SUPPLIES - FD	PUBLIC WORKS	24.80
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	POLICE DEPARTMENT	134.92
MENARDS INC	OPERATING SUPPLIES - PW	PUBLIC WORKS	148.63
MENARDS INC	OPERATING SUPPLIES - FD	FIRE DEPARTMENT	17.98
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	POLICE DEPARTMENT	1,727.08
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	14.99
MENARDS INC	TRUCK SUPPLIES	PUBLIC WORKS	18.20
MENARDS INC MENARDS INC	TRUCK SUPPLIES BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS PUBLIC WORKS	64.37 40.98
MENARDS INC	SHOP SUPPLIES	PUBLIC WORKS	6.07
MENARDS INC	WATER PLANT 3 SUPPLIES	PUBLIC WORKS	22.04
MENARDS INC	CLEAN UP DAY SUPPLIES	PUBLIC WORKS	84.85
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	38.62
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	232.76
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	27.94
MENARDS INC	OPERATING SUPPLIES - FD	FIRE DEPARTMENT	227.05
Total MENARDS INC:			3,670.29
METROPOLITAN INDUSTRIES I	METROCLOUD DATA SERVICE	PUBLIC WORKS	300.00
Total METROPOLITAN INDU	ISTRIES INC:		300.00

Name	Description	DEPARTMENT	Net Invoice Amount
MINER ELECTRONICS CORP	COMMUNICATIONS EQUIPMENT	FIRE DEPARTMENT	189.02
Total MINER ELECTRONICS	CORP:		189.02
MONARCH AUTO SUPPLY INC	L&M REPAIR PARTS	PUBLIC WORKS	13.16
MONARCH AUTO SUPPLY INC	VEHICLE MAINT OPERATING SUPPLIES	PUBLIC WORKS	26.94
MONARCH AUTO SUPPLY INC	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	13.15
MONARCH AUTO SUPPLY INC	VEHICLE MAINT OPERATING SUPPLIES	PUBLIC WORKS	25.91
MONARCH AUTO SUPPLY INC	VEHICLE MAINT OPERATING SUPPLIES	PUBLIC WORKS	16.79
MONARCH AUTO SUPPLY INC	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	233.76
IONARCH AUTO SUPPLY INC	VEHICLE MAINT OPERATING SUPPLIES	PUBLIC WORKS	6.13
IONARCH AUTO SUPPLY INC	VEHICLE MAINT OPERATING SUPPLIES	PUBLIC WORKS	104.88
IONARCH AUTO SUPPLY INC	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	13.15
IONARCH AUTO SUPPLY INC	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	13.15
IONARCH AUTO SUPPLY INC	WATER DEPT REPAIR PARTS	PUBLIC WORKS	23.39
ONARCH AUTO SUPPLY INC	WATER DEPT REPAIR PARTS	PUBLIC WORKS	30.18
IONARCH AUTO SUPPLY INC	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	37.98
IONARCH AUTO SUPPLY INC	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	95.19
IONARCH AUTO SUPPLY INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	43.78
IONARCH AUTO SUPPLY INC	PARTS RETURN CREDIT	PUBLIC WORKS	85.97
ONARCH AUTO SUPPLY INC	L&M REPAIR PARTS	PUBLIC WORKS	248.71
Total MONARCH AUTO SUPP	PLY INC:		860.28
ISC INDUSTRIAL SUPPLY CO I	STREET DEPT REPAIR PARTS	PUBLIC WORKS	146.78
ISC INDUSTRIAL SUPPLY CO I	STREET DEPT REPAIR PARTS	PUBLIC WORKS	20.61
Total MSC INDUSTRIAL SUP	PLY CO INC:		167.39
ISDS ONLINE	2024 SAFETY DATA SHEET PROGRAM	MANAGER'S OFFICE	2,948.01
Total MSDS ONLINE:			2,948.01
IICKOLAS PETROVIC	ANTIQUE VEHICLE REBATE	ASSETS	20.00
Total NICKOLAS PETROVIC:			20.00
IICOR	UTILITIES	PUBLIC WORKS	3,428.86
IICOR	UTILITIES	PUBLIC WORKS	337.48
ICOR	UTILITIES	PUBLIC WORKS	162.44
ICOR ICOR	UTILITIES UTILITIES	PUBLIC WORKS	497.60 1,141.93
Total NICOR:			5,568.31
IIX NAX	UNIFORM EMBROIDERY	PUBLIC WORKS	22.50
Total NIX NAX:			22.50
IOAH SCHUMERTH	CONFERENCE TRAVEL REIMBURSEMENT	MANAGER'S OFFICE	576.84
IOAH SCHUMERTH	HOTEL CONFERENCE REIMBURSEMENT	MANAGER'S OFFICE	518.68
OAH SCHUMERTH	PER DIEM CHARGE - NATIONAL CONF	MANAGER'S OFFICE	26.09
OAH SCHUMERTH	PER DIEM CHARGE - NATIONAL CONF	MANAGER'S OFFICE	29.96
IOAH SCHUMERTH	PER DIEM CONFERENCE	MANAGER'S OFFICE	18.42
Total NOAH SCHUMERTH:			1,169.99

Name	Description	DEPARTMENT	Net Invoice Amount
NORTHEAST WISCONSIN	MEDICAL SUPPLIES - FD	FIRE DEPARTMENT	84.57
Total NORTHEAST WISCON	SIN:		84.57
O'HERRON CO O'HERRON CO	QUARTERMASTER-UNIFORMS-PD QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT POLICE DEPARTMENT	125.82 246.66
Total O'HERRON CO:			372.48
PENNY BRADSHAW	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	1,308.00
Total PENNY BRADSHAW:			1,308.00
PERFORMANCE MANAGEMENT	ART AND GARDEN ENTERTAINMENT	MANAGER'S OFFICE	2,500.00
Total PERFORMANCE MANA	AGEMENT:		2,500.00
PETTY CASH	TOBACCO COMPLIANCE CHECK FUND	POLICE DEPARTMENT	500.00
Total PETTY CASH:			500.00
POSTMASTER	PERMIT 33 YEARLY FEE	MANAGER'S OFFICE	320.00
Total POSTMASTER:			320.00
RANDALL LONG	BOOT REIMBURSEMENT	PUBLIC WORKS	239.99
Total RANDALL LONG:			239.99
RECTITUDE TRAINING LLC	TRAINING	POLICE DEPARTMENT	2,025.00
Total RECTITUDE TRAINING	BLLC:		2,025.00
ROBERT UTTER	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	796.00
Total ROBERT UTTER:			796.00
ROD BAKER FORD SALES INC	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	215.95
Total ROD BAKER FORD SA	LES INC:		215.95
ROEDA INC	OPEN HOUSE BANNERS	PUBLIC WORKS	115.50
Total ROEDA INC:			115.50
RUSSO POWER EQUIPMENT RUSSO POWER EQUIPMENT RUSSO POWER EQUIPMENT RUSSO POWER EQUIPMENT	LANDSCAPE OPERATING SUPPLIES LANDSCAPE OPERATING SUPPLIES MOWER BOLTS OPERATING EQUIPMENT	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	227.97 149.91 68.87 347.89
Total RUSSO POWER EQUI	PMENT:		794.64
SAMUEL PEREZ	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	49.05
Total SAMUEL PEREZ:			49.05
SHARK SHREDDING INC	DOCUMENT SCANNING	FIRE DEPARTMENT	539.32

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Name	Description -	DEPARTMENT	Net Invoice Amount
Total SHARK SHREDDING IN	NC:		539.32
SHOREWOOD HOME AND AUT SHOREWOOD HOME AND AUT SHOREWOOD HOME AND AUT SHOREWOOD HOME AND AUT	L&M DEPT REPAIR PARTS L&M DEPT REPAIR PARTS L&M DEPT REPAIR PARTS L&M DEPT REPAIR PARTS	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	208.96 1,363.63 467.23 299.28
Total SHOREWOOD HOME A	AND AUTO INC:		2,339.10
SIRCHIE FINGER PRINT LABS	EVIDENCE SUPPLIES	POLICE DEPARTMENT	88.83
Total SIRCHIE FINGER PRIN	IT LABS:		88.83
SO SUB MAYORS & MANAGERS	EAP 1ST AND 2ND QUARTER FEES	MANAGER'S OFFICE	1,296.30
Total SO SUB MAYORS & MA	ANAGERS ASSOC:		1,296.30
SOUND INCORPORATED	MONTHLY HOSTED SERVICES FEE	MANAGER'S OFFICE	495.00
Total SOUND INCORPORAT	ED:		495.00
SOUTH SUBURBAN HUMANE S	ANIMAL IMPOUND FEES	POLICE DEPARTMENT	650.00
Total SOUTH SUBURBAN HI	JMANE SOCIETY:		650.00
SOUTH SUBURBAN PADS	PADS CONTRIBUTION	ASSETS	248.00
Total SOUTH SUBURBAN PA	ADS:		248.00
SPRINKLER FITTERS	SCIENCE CENTER SPRINKLER PROJECT	PUBLIC WORKS	896.32
Total SPRINKLER FITTERS:			896.32
STANARD & ASSOCIATES INC STANARD & ASSOCIATES INC	POLICE SERGEANT PROMOTIONAL TESTING POLICE SERGEANT PROMOTIONAL TESTING	MANAGER'S OFFICE MANAGER'S OFFICE	9,461.16 7,100.00
Total STANARD & ASSOCIAT	TES INC:		16,561.16
STAPLES ADVANTAGE STAPLES ADVANTAGE STAPLES ADVANTAGE STAPLES ADVANTAGE STAPLES ADVANTAGE	OFFICE FURNITURE OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	POLICE DEPARTMENT POLICE DEPARTMENT POLICE DEPARTMENT POLICE DEPARTMENT POLICE DEPARTMENT	638.82 199.99 102.40 12.34 156.88
Total STAPLES ADVANTAGE	:		1,110.43
STEVEN BRANDENBURGER	TRAINING EXPENSE REIMBURSEMENT	POLICE DEPARTMENT	221.98
Total STEVEN BRANDENBU	RGER:		221.98
SUBURBAN LABORATORIES IN	WATER SAMPLES	PUBLIC WORKS	1,280.00
Total SUBURBAN LABORAT	ORIES INC:		1,280.00
SWIFT SAW & TOOL SUPPLY	WATER PLANT SUPPLIES	PUBLIC WORKS	95.33

Name	Description	DEPARTMENT	Net Invoice Amount
Total SWIFT SAW & TOOL S		95.33	
TERMINAL SUPPLY COMPANY STREET DEPT REAPAIR PARTS		PUBLIC WORKS	205.19
Total TERMINAL SUPPLY CO	DMPANY:		205.19
TERMINIX PROCESSING CNTR PEST CONTROL SERVICE		FIRE DEPARTMENT	126.00
Total TERMINIX PROCESSIN	NG CNTR:		126.00
THE EAGLE UNIFORM CO INC THE EAGLE UNIFORM CO INC THE EAGLE UNIFORM CO INC THE EAGLE UNIFORM CO INC THE EAGLE UNIFORM CO INC	QUARTERMASTER-UNIFORMS-PD QUARTERMASTER-UNIFORMS-PD QUARTERMASTER-UNIFORMS-PD QUARTERMASTER-UNIFORMS-PD QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT POLICE DEPARTMENT POLICE DEPARTMENT POLICE DEPARTMENT POLICE DEPARTMENT	810.50 220.00 631.00 24.50 165.00
Total THE EAGLE UNIFORM		1,851.00	
THE STUTTLEY GROUP LLC	ADMINISTRATIVE HEARING OFFICER	MANAGER'S OFFICE	525.00
Total THE STUTTLEY GROU		525.00	
THOMPSON ELEVATOR INSPEC	ELEVATOR INSPECTIONS	FIRE DEPARTMENT	68.00
Total THOMPSON ELEVATO	R INSPECTION:		68.00
THORN CREEK BASIN SAN DIS THORN CREEK BASIN SAN DIS	TCBSD REVENUE PAYOUT LATE PMT PENALTIES CHARGED TO CUSTOMERS	ASSETS ASSETS	80,683.57 1,340.39
Total THORN CREEK BASIN		82,023.96	
TIENSTRA GERALD	PLUMBING INSPECTIONS	FIRE DEPARTMENT	2,000.00
Total TIENSTRA GERALD:			2,000.00
TIMOTHY DRUMGOLE	FOOD ALLOWANCE	PUBLIC WORKS	173.16
Total TIMOTHY DRUMGOLE	:		173.16
T-MOBILE	CELL PHONES AND IPADS	MANAGER'S OFFICE	966.16
Total T-MOBILE:			966.16
TOOLDISCOUNTER	LOCK OUT KITS	POLICE DEPARTMENT	1,013.09
Total TOOLDISCOUNTER:			1,013.09
TPI BUILDING CODE CONSULT	PLAN REVIEWS APRIL 2024	FIRE DEPARTMENT	11,108.14
Total TPI BUILDING CODE CONSULTANTS:			11,108.14
TRAFFIC SAFETY STORE	TRAFFIC SAFETY CONES	POLICE DEPARTMENT	2,102.42
Total TRAFFIC SAFETY STORE:			2,102.42
TRICORE ENVIRONMENTA	CITGO STATION - UNDERGROUND TANK	MANAGER'S OFFICE	142.01

Name	Name Description		Net Invoice Amount
Total TRICORE ENVIRONMI	ENTA:		142.01
TRL TIRE SERVICE	PUBLIC WORKS TIRES	PUBLIC WORKS	140.00
TRL TIRE SERVICE	PUBLIC WORKS TIRES	PUBLIC WORKS	297.38
TRL TIRE SERVICE	PUBLIC WORKS TIRES	PUBLIC WORKS	587.06
TRL TIRE SERVICE	PUBLIC WORKS TIRES	PUBLIC WORKS	552.50
TRL TIRE SERVICE	PUBLIC WORKS TIRES	PUBLIC WORKS	277.50
Total TRL TIRE SERVICE:			1,854.44
ULINE	EVENT TENTS	MANAGER'S OFFICE	822.45
ULINE	EVENT RAMPS STORAGE	MANAGER'S OFFICE	548.00
ULINE	OPERATING SUPPLIES PW	PUBLIC WORKS	300.68
ULINE	OPERATING SUPPLIES PW	PUBLIC WORKS	66.00
Total ULINE:			1,737.13
UNITED LABORATORIES INC	SEWER GREASE CONTROL	PUBLIC WORKS	1,956.04
UNITED LABORATORIES INC	SEWER GREASE CONTROL	PUBLIC WORKS	1,915.49
Total UNITED LABORATORI	ES INC:		3,871.53
USA BLUEBOOK	VEHICLE MAINT DEPT SUPPLIES	PUBLIC WORKS	189.50
USA BLUEBOOK	VEHICLE MAINT DEPT SUPPLIES	PUBLIC WORKS	181.70
Total USA BLUEBOOK:			371.20
VERIZON CONNECT NWF INC	PUBLIC WORKS GPS	PUBLIC WORKS	249.47
Total VERIZON CONNECT N	IWF INC:		249.47
VERIZON WIRELESS SVCS LLC	MOBILE PHONE SERVICE-ALL DEPTS	MANAGER'S OFFICE	577.43
Total VERIZON WIRELESS	SVCS LLC:		577.43
VESTIS GROUP INC	APRIL 2024	PUBLIC WORKS	141.21
VESTIS GROUP INC	APRIL 2024	PUBLIC WORKS	61.35
VESTIS GROUP INC	APRIL 2024	PUBLIC WORKS	111.36
VESTIS GROUP INC	APRIL 2024	PUBLIC WORKS	1,007.99
VESTIS GROUP INC	APRIL 2024	PUBLIC WORKS	529.37
VESTIS GROUP INC	APRIL 2024	PUBLIC WORKS	9.00
VESTIS GROUP INC	APRIL 2024	PUBLIC WORKS	58.50
VESTIS GROUP INC	APRIL 2024	PUBLIC WORKS	811.50
VESTIS GROUP INC	APRIL 2024	PUBLIC WORKS	89.64
Total VESTIS GROUP INC:			2,819.92
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	MANAGER'S OFFICE	102.01
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	FIRE DEPARTMENT	27.21
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	PUBLIC WORKS	106.48
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	PUBLIC WORKS	121.04
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES/DISPOSABLES	MANAGER'S OFFICE	134.87
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	MANAGER'S OFFICE	5.58
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	FIRE DEPARTMENT	42.69

VILLAGE OF HOMEWOOD	Page: 15		
Name	Description	DEPARTMENT	Net Invoice Amount
Total WAREHOUSE DIRECT	OFFICE PDTS:		539.88
WENTWORTH TIRE SERVICE IN	STREET DEPARTMENT LOADER TIRES	PUBLIC WORKS	3,064.48
Total WENTWORTH TIRE SE		3,064.48	
WEST SIDE TRACTOR SALES WEST SIDE TRACTOR SALES WEST SIDE TRACTOR SALES	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	172.50 465.19 344.88	
Total WEST SIDE TRACTOR SALES:			982.57
WEX BANK	POLICE DEPT FUEL HSI	PUBLIC WORKS	597.78
Total WEX BANK:			597.78
WITMER PUBLIC SAFETY GRO	OPERATING SUPPLIES - FD	FIRE DEPARTMENT	393.58
Total WITMER PUBLIC SAFETY GROUP INC:			393.58
Grand Totals:			873,168.96
			<del></del> -
Dated:			
Village Clerk:			



#### **BOARD AGENDA MEMORANDUM**

DATE OF MEETING: May 14, 2024

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Denise McGrath – Chief of Police

**Topic:** Oath of Office – Laura Docter – Full-Time Records Clerk

#### **PURPOSE**

Administer the Oath of Office to Laura Docter for the position of full-time Records Clerk in the Homewood Police Department.

#### **PROCESS**

Laura Docter was selected as full-time Records Clerk in the Records Division of the Police Department and began her employment on May 1, 2024.

Ms. Docter has an extensive background in police records systems and processes. She previously worked for the Village of Hazel Crest from 2014 to 2024 as a Senior Records Clerk. Ms. Docter is currently still employed part time with the Village of Flossmoor as a Records Clerk.

#### **OUTCOME**

Welcome Laura Docter to the Police Department and Village.

#### **FINANCIAL IMPACT**

Funding Source: No Financial Impact

Budgeted Amount: N/A

Cost: N/A

#### **LEGAL REVIEW**

Not required

#### **RECOMMENDED BOARD ACTION**

Request the Village Clerk to administer the Oath of Office to Laura Docter for the position of Records Clerk in the Police Department.

## ATTACHMENT(S)

None



DATE OF MEETING: May 14, 2024

#### **BOARD AGENDA MEMORANDUM**

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Denise McGrath, Chief of Police

**Topic:** Promotion of Officer Michael Chmielewski to Police Sergeant

#### **PURPOSE**

Administer the Oath of Office to Michael Chmielewski for the position of Police Sergeant in the Homewood Police Department.

#### **PROCESS**

The appointment of Thomas Johnson to the position of Deputy Chief of Police created a vacancy for the rank of Sergeant. On February 9, 2024, the Board of Fire and Police Commissioners met and approved the promotion of the next officer on the current eligibility list, Officer Michael Chmielewski.

Officer Chmielewski began his career with the Homewood Police Department on January 4, 2016. During his career in Homewood, Officer Chmielewski has served as a Patrol Officer, Field Training Officer, and Tactical Officer. Since August of 2020, Officer Chmielewski has been assigned to the Suburban Major Accident Reconstruction Team as an Accident Investigator. Officer Chmielewski holds a Bachelor of Arts in Criminal Justice from the University of Illinois.

#### **OUTCOME**

Officer Michael Chmielewski is promoted to the rank of Sergeant in the Homewood Police Department.

#### **FINANCIAL IMPACT**

Funding Source: No Financial Impact

Budgeted Amount: N/A

Cost: N/A

#### **LEGAL REVIEW**

Not required

Item 8. B.



# **RECOMMENDED BOARD ACTION**

Request the Village Clerk to administer the Oath of Office to Michael Chmielewski for the position of Police Sergeant.

# **ATTACHMENT(S)**

None



#### **BOARD AGENDA MEMORANDUM**

DATE OF MEETING: May 14, 2024

To: Village President and Board of Trustees

From: Napoleon Haney, Village Manager

**Topic:** Administer the Oath of Office to Terence Acquah for the position of Assistant Village Manager for the Village of Homewood

#### **PURPOSE**

Terence Acquah began his employment with the Village of Homewood on Monday, April 29, 2024. Terence is a native of Lynwood, IL and most recently served as Superintendent of Public Works with the Village of Bolingbrook, IL. Terence's career began in with his service on the "municipal manager" track, but he found himself learning and growing in the Public Works sector. Terence has returned to his first love "management" and we anticipate great things from his tenure with the Village.

Terence brings additional municipal experience from the Village of Olympia Fields as the Assistant Public Works Director, the City of Milwaukee as the Economic Development Specialist, and the City of Peoria as Neighborhood Enhancement Specialist. While in Bolingbrook, Terence helped settle the American Federation of State, County and Municipal Employees (AFSCME) contract for the Village's Public Works employees. Terence, also served as the Project Manager of a \$1.5 million rehabilitation to the Bolingbrook Golf Club. While in Milwaukee, Terence administered small business grants to over 100 local businesses. Terence has a Master of Public Administration from DePaul University and a Bachelor of Arts in Communication from Eastern Illinois University.

#### **PROCESS**

Terence Acquah will take the Oath of Office during the Regular Village Board Meeting scheduled for May 14, 2024 at 7:00 p.m.

#### **OUTCOME**

N/A

#### **FINANCIAL IMPACT**

Funding Source: N/ABudgeted Amount: N/A

#### **LEGAL REVIEW**

N/A



## **RECOMMENDED BOARD ACTION**

Request the Village Clerk administer the Oath of Office to Terence Acquah for the position of Assistant Village Manager for the Village of Homewood.

# ATTACHMENT(S)

N/A

#### R-3182

# A Resolution Honoring Curt Wiest on his retirement from the Village of Homewood

- WHEREAS, Curt Wiest joined the Homewood Police Department on February 1, 2000, having previously served as a Chicago Housing Authority Police Officer from December 24, 1990 until his hiring in Homewood; and
   WHEREAS, Curt Wiest completed Drug Abuse Resistance Education (D.A.R.E.) and School Resource Officer Training in 2002 and immediately began assisting with D.A.R.E. training in the schools. Officer Wiest was assigned to the role of D.A.R.E./School Resource Officer on September 1, 2005, and
  - Training in 2002 and immediately began assisting with D.A.R.E. training in the schools. Officer Wiest was assigned to the role of D.A.R.E./School Resource Officer on September 1, 2005, and remained in this position until March 2018. During this time Officer Wiest taught D.A.R.E. classes to 4<sup>th</sup> and 5<sup>th</sup> grade students, attended Principal Advisory Committee meetings, conducted regular school patrols, assisted school personnel with counseling youths about a variety of issues, coordinated emergency drills and worked with other agencies to update signage around the schools to improve safety; and
- **WHEREAS**, **Curt Wiest** completed Child Passenger Safety Certification in 2002 and was responsible for the installation and inspection of hundreds of child safety seats for Homewood residents as well as residents of other communities during various safety events; and
- WHEREAS, Curt Wiest utilized his extensive knowledge as a Juvenile Officer serving as a liaison to the Homewood-Flossmoor Peer Jury program and as an Investigator with the Internet Crimes Against Children Task Force; and
- **WHEREAS**, **Curt Wiest** served as a liaison to the Senior Advisory Committee by attending regular meetings and assisting with elder abuse investigations, and was nominated for the Elderly Service Officer of the Year in 2010 and 2011 in recognition of his contributions; and
- WHEREAS, Curt Wiest was promoted to the rank of Sergeant on May 1, 2020; and
- WHEREAS, Curt Wiest received the Cook County Sheriff's Law Enforcement Award of Merit in 2008, the Cook County Crime Stoppers Public Sector Award in 2010, as well as numerous Letters of Appreciation and Commendations from the Homewood Police Department, private citizens, local businesses, and other police agencies in the course of his career; and
- WHEREAS, Curt Wiest has been a leader and role model who is respected and held in high esteem by his friends, professional peers and members of the community for conducting himself and representing the Village of Homewood with the utmost concern for fairness, service, and professionalism; and
- WHEREAS, Curt Wiest will retire on May 15, 2024, after more than twenty-four years of dedicated service to the Village of Homewood and a combined total of more than thirty-three years as a Law Enforcement Officer. His service to the police department and the citizens of Homewood is hereby recognized.

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

# **Curt Wiest**

be honored and commended for twenty-four years of outstanding, dedicated service to the citizens of Homewood. On behalf of the citizens of Homewood, the President and Board of Trustees hereby extend best wishes to Officer Wiest as he enters his retirement.

This Resolution passe	d this 14 <sup>th</sup> day of	May, 2024.		
ATTEST:				Village President
Village Clerk				
	Ayes:	Nays:	Absent:	Abstentions:

# 2024 PROCLAMATION DECLARING THE FIRST FRIDAY IN JUNE TO BE NATIONAL GUN VIOLENCE AWARENESS DAY

This proclamation declares the first Friday in June to be National Gun Violence Awareness Day in the Village of Homewood to honor and remember all victims and survivors of gun violence and to declare that we as a country must do more to reduce gun violence.

WHEREAS, every day, Americans are killed, shot or wounded by gun violence, and

**WHEREAS**, Americans are 26 times more likely to die by gun homicide than people in other high-income countries; and

**WHEREAS**, gun homicides and assaults are concentrated in cities, with more than half of all firearm related gun deaths in the nation occurring in 127 cities; and

WHEREAS, cities across the nation, including in Homewood, are working to end the senseless violence with evidence-based solutions; and

**WHEREAS**, protecting public safety in the communities they serve is mayors' highest responsibility; and

WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from people with dangerous histories; and

**WHEREAS**, mayors, village presidents and law enforcement officers know their communities best, are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep their citizens safe; and

WHEREAS, gun violence prevention is more important than ever as the COVID-19 pandemic continues to exacerbate gun violence after more than two years of increased gun sales, increased calls to suicide and domestic violence hotlines, and an increase in city gun violence; and

WHEREAS, in January 2013, Hadiya Pendleton was tragically shot and killed at age 15; and on June 7, 2024 to recognize the 27th birthday of Hadiya Pendleton (born: June 2, 1997), people across the United States will recognize National Gun Violence Awareness Day and wear orange in tribute to - (1) Hadiya Pendleton and other victims of gun violence; and (2) the loved ones of those victims; and

**WHEREAS**, the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods and orange is a color that symbolizes the value of human life; and

**WHEREAS**, anyone can join this campaign by pledging to wear orange on June 7th, the first Friday in June in 2024, to help raise awareness about gun violence; and

WHEREAS, by wearing orange on June 7, 2024 Americans will raise awareness about gun violence and honor the lives of gun violence victims and survivors; and

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the wrong hands, and encourage responsible gun ownership to help keep our children safe.

**NOW, THEREFORE BE IT RESOLVED**, that Village President Richard Hofeld of the Village of Homewood declares the first Friday in June, June 7, 2024, to be National Gun Violence Awareness Day. I encourage all citizens to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.

SO PROCLAIMED this 14th day of May 2024.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the Village of Homewood to be affixed this 14<sup>th</sup> day of May, 2024.

\_\_\_\_\_

Richard A. Hofeld, Village President

# **PROCLAMATION**

- WHEREAS, public works infrastructure, facilities, and services are a vital importance to sustainable communities and to the healthy, safety, and well-being of the people of Homewood; and,
- WHEREAS, such facilities and services could not be provided without the dedicated efforts of public works professionals, engineers, managers, and employees who are responsible for and must plan, design, build, operate, and maintain the transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential to serve our citizens; and,
- WHEREAS, it is in the public interest for citizens, civic leaders, and children in Homewood to gain knowledge of and to maintain a progressive interest in and understanding of the importance of public works and public works programs in their community; and,
- WHEREAS, the year 2024 marks the 64<sup>TH</sup> annual National Public Works Week sponsored by the American Public Works Association.

THEREFORE, I, Richard A. Hofeld, President of the Village of Homewood, Illinois do hereby proclaim the week of May 19-25 as *Public Works Week* in the Village of Homewood. I urge all of our citizens to join with representatives of the American Public Works Association and government agencies in activities and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they have made to our health, safety, welfare, and quality of life.

In witness whereof I have set my hand and caused the seal of the Village of Homewood to be affixed hereto this 14<sup>th</sup> day of May 2024.

Village President

### VILLAGE OF HOMEWOOD



### **BOARD AGENDA MEMORANDUM**

DATE OF MEETING: May 14, 2024

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Terence Acquah, Assistant Village Manager

**Topic:** IRMA Delegate and Alternate Delegate

### **PURPOSE**

The Intergovernmental Risk Management Agency (IRMA) Pool has provided risk management insurance lines of coverage (auto, liability, worker's compensation, buildings) to the Village of Homewood since the late 1990s. This pool has 70 municipal members and has been the most economical, efficient way for the Village to handle risk management insurance coverage.

### **PROCESS**

IRMA requires each member to name a Delegate and an Alternate Delegate. One of these two roles would represent the municipal member at meetings of the IRMA Board of Directors, which occur four times per calendar year. Historically, IRMA responsibilities have been housed within the Finance Department, and Finance Director Amy Zukowski has served as Homewood's Delegate since May 2023.

With the recent hire of Assistant Village Manager Terence Acquah, the Assistant Village Manager will now be fulfilling the role of Delegate. Staff requests the Board to appoint Assistant Village Manager Terence Acquah as the Delegate and Finance Director Amy Zukowski as the Alternate Delegate effective May 14, 2024. IRMA requires this action to be formalized through the passage of a resolution by the Board of Trustees.

### **OUTCOME**

The primary Delegate will be housed in the Village Manager's Office and the Alternate Delegate will be housed in the Finance Department. This action will meet the bylaw requirements of the IRMA pool.

### **FINANCIAL IMPACT**

Funding Source: N/ABudgeted Amount: N/A

Cost: N/A

### VILLAGE OF HOMEWOOD

Item 12. B.



### **LEGAL REVIEW**

Not Required

### **RECOMMENDED BOARD ACTION**

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.

# **ATTACHMENT(S)**

Resolution

### **RESOLUTION NO. R-3183**

# A RESOLUTION APPOINTING A DELEGATE AND ALTERNATE DELEGATE TO THE INTERGOVERNMENTAL RISK MANAGEMENT AGENCY

WHEREAS, the Village of Homewood adopted the Contract and By-Laws of the Intergovernmental Risk Management Agency by Ordinance and thereby became a member of said cooperative; and

WHEREAS, said contract provides that member units of local government shall by majority vote of its corporate authorities select one (1) person to represent that body on the Board of Directors of said Intergovernmental Agency;

NOW, THEREFORE, BE IT RESOLVED by the CORPORATE AUTHORITIES, of the Village of Homewood, Cook County, Illinois, that Terence Acquah, Assistant Village Managerof the Village of Homewood, is hereby appointed to represent the Village on the Board of Directors of said Intergovernmental Risk Management Agency.

BE IT FURTHER RESOLVED that Amy Zukowski, Finance Director of the Village of Homewood is hereby selected as the alternative representative to serve if Terence Acquah is unable to carry out his aforesaid duties as the representative of the Village of Homewood to said Intergovernmental Agency.

P/	ASSED by the Boa	rd of Trustees of the Village of Homewood, Illinois, this 14th day of May
2024.		
	AYES:	
	NAYES:	
	ABSENT:	
APPROV	ED by the Preside	nt of the Village of Homewood, Illinois, this 14th day of May, 2024.
ATTEST:		Village President
(11201)		
Village Cl	erk	

(Seal)

### VILLAGE OF HOMEWOOD



### **BOARD AGENDA MEMORANDUM**

DATE OF MEETING: May 14, 2024

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: John D. Schaefer, Director of Public Works

**Topic:** Contract Renewal – Leaf Collection Services

### **PURPOSE**

For the past 32 years, during the Fall season, the Village has provided an opportunity for residents to dispose of bagged leaves on their regular waste collection day without the required landscape waste stickers. This sticker-free leaf pickup program is intended to encourage residents to remove leaves from their property, thereby reducing the amount of leaves that collect in the streets and storm sewers. Less debris in the streets and sewers leads to less flooding and adds to the aesthetic appeal of the neighborhoods.

### **PROCESS**

Public Works let out to bid for leaf pickup services in 2023, and awarded a contract to Homewood Disposal. Per the contract, upon written agreement of both parties no later than June 1, 2024, the contract may be renewed for a period of one successive year under the same terms and conditions as in the original contract. The contract unit prices may be changed for the renewal periods with price adjustments based on the Consumer Price Index (CPI). The contract allows for two, one-year extensions. This is the first renewal year of the 2023 contract.

Per the contract, the unit prices for the contract renewal period shall be used on the movement of the U.S. Department of Labor Consumer Price Index (CPI) for all Urban Consumers (CPI-U). The contract unit prices shall be changed by the Village of Homewood in an amount equal to the percentage of movement of the CPI-U for "All items" for the twelve-month period ending in the month of January of each contract year. For this renewal, the contract would be adjusted based on the "movement" or change in CPI from January 2023 (3.0%) to January 2024 (3.1%). When this 3.1% is applied to the previous contract amount of \$28,779, the 2024 leaf collection costs becomes \$29,671.15.

### **OUTCOME**

Homewood Disposal has agreed to extend the contract with a CPI increase of 3.1% for the three-week leaf collection for November 6, 13, and 20, 2024. The 2024 contract price is \$29,671.15 for this three-week program.

#### Item 12. C.

### **VILLAGE OF HOMEWOOD**



### **FINANCIAL IMPACT**

Funding Source: GeneralBudgeted Amount: \$30,000

**Cost:** \$29,671.15

### **LEGAL REVIEW**

Not required

### **RECOMMENDED BOARD ACTION**

Renew the contract 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.

### **ATTACHMENT(S)**

- April 19, 2024 Contract renewal letter from Homewood Disposal
- 2023 Leaf Pickup Service Contract





April 19, 2024

Village of Homewood – Public Works Department 17755 Ashland Ave Homewood, IL 60430

Re:

2024 Fall Leaf Collection

Dear Lisa,

Please accept this letter in reference to our current agreement for the 2024 Fall leaf collection program. Homewood Disposal Service (HDS) stands ready to continue providing these very important services for the Village of Homewood.

Pursuant to our agreement, please note the following CPI calculator for All Items ending in January, 2024.

January 2023 300.356 January 2024 309.685

This reflects a CPI increase of 3.1%. The rate will increase to \$29,671.15 for the three-week collection in November for the weeks of 6, 13 and 20. If the Village wishes different weeks or more weeks, HDS is amendable to the weeks of collection. Additional weeks (four or more) will be invoiced at \$9,890.00 per week.

We appreciate the continued opportunity to provide these very important leaf collection services for the Village of Homewood. Do not hesitate to contact me with any questions concerning our leaf collection proposal.

Frank Hillegonds Municipal Manager

#### Item 12. C.

### CONTRACT

Village of Homewood Leaf Pickup Program

Purchaser:

Village Clerk

Village of Homewood

an Illinois Municipal Corporation.

Seller/Contractor:

Homewood Disposal Service, Inc.

THIS AGREEMENT is made on July 11, 2023 between the Village of Homewood (referred to as the "Village") and Homewood Disposal Service, Inc., it executors, administrators, successors or assigns (referred to as the "Contractor").

For and in consideration of the sum of Twenty Eight Thousand Seven Hundred Seventy Nine Dollars (\$28,779.00), the Contractor agrees to provide all labor, materials, and otherwise fully perform all requirements of the Proposal, attached hereto and incorporated herein.

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <a href="http://labor.illinois.gov/">http://labor.illinois.gov/</a>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

IN WITNESS WHEREOF, the Village and Contractor have executed this contract on the above date.

For the Contractor	Homewood Disposal Service, Inc.
ATTEST:	Frank Hillegonds, Municipal Manage
Secretary	
For the Village	Village of Homewood
	By: Richard A. Hofeld, Village President
ATTEST:	



June 28, 2023

Village of Homewood – Public Works Department 17755 Ashland Ave Homewood, IL 60430

Re:

2023 Fall Leaf Collection

Dear Lisa,

Thank you for the opportunity to submit a proposal to again collect leaves for the residents in the fall of 2023. Homewood Disposal Service (HDS) stands ready to provide these very important services for the Village of Homewood.

Final disposal rates for refuse and compost/leaves in 2023 have continued to increase at rates higher than inflation and a new union contract is currently being negotiated which is effective October 1, 2023.

HDS works hard to control these costs and are pleased to provide the following proposal for a three-week leaf collection in November.

Three-week collection November 1, 15 and 29

\$28,779.00

We appreciate the continued opportunity to provide these very important leaf collection services for the Village of Homewood. Do not hesitate to contact me with any questions concerning our leaf collection proposal.

Sincerely

Frank Hillegonds
Municipal Manager

Village of Home Leaf Pick-up Program Bid Number 23-06PW Opens June 29, 2023 @ 10am

# INVITATION TO BID

# HOMEWOOD LEAF PICK-UP PROGRAM

**Applicability** 

All bids shall be mailed or hand-delivered to the office of the Director of Public Works, Village of Homewood, 17755 Ashland Avenue, Homewood, IL 60430, no later than June 29, 2023 at 10:00 a.m. at which time and place they will be opened and publicly read. No late, phone, fax or emailed bids will be accepted.

All bids whether hand delivered, sent through the mail, or other delivery system shall be submitted in an sealed envelope, marked with the project title, bid number, name and address of the bidder and marked with the note "Bid 23-06PW Enclosed" on the face thereof. All certificates, proposals, etc. must be properly executed and must accompany the bid.

Bids to Remain Open

All bids shall remain open for sixty (60) days after the day of the bid opening, but the Village may, at its discretion, release any bid prior to that date.

Contact Person Regarding Bid

All questions about the meaning or intent of the contract documents shall be submitted to the municipal contact: Public Works Director John Schaefer, (708) 206-3470, between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Withdrawing of Bids

No bid may be withdrawn for at least thirty (30) days after the closing time for receipt of bids.

Right to Reject

The Village reserves the right to reject any or all bids. Unless otherwise specified, the Village reserves the right to accept any item in the bid.

### **Default**

In case of default by the vendor, the Village of Homewood will hold such vendors responsible for any excess cost caused by the vendor. The Village of Homewood may procure the articles or services from other sources and may deduct from the unpaid balance due the vendor and the prices paid by the Village of Homewood will be considered the prevailing market price at the same time such purchase is made.

### **Price**

All prices must be submitted on the enclosed Bid Proposal form. An authorized officer or individual of the company submitting the bid must sign the proposal. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections made; however, the person signing the proposal must initial all corrections in ink. The Village is exempt from the payment of city, State of Illinois and Federal excise tax. These taxes must be excluded from all prices. All prices are F.O.B. Homewood, Illinois.

Village of Home Leaf Pick-up Program Bid Number 23-06PW ●pens June 29, 2023 @ 10am

### **Award of Contract**

The Village reserves the right to reject any and all bids, to waive any and all informalities, and to negotiate contract terms with the successful bidder, and the right to disregard all nonconforming, nonresponsive, or conditional bids. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. In case of error in extending the total amount of the bid, the unit prices will govern.

In evaluating bids, the Village shall consider the qualifications of the bidders, whether or not bids comply with the prescribed requirements and unit prices if requested in the bid forms.

The Village may conduct such investigation as the Village deems necessary to assist in the evaluation of the bid. If the contract is to be awarded, it will be awarded to the lowest bidder whose evaluation by the Village indicates to the Village that the award will be in the best interest of the project.

### **Contract Time**

The contract or agreement for the Homewood Leaf Pick-up program may be terminated in whole or in part by the Village of Homewood following a thirty (30) day notification period and by the Contractor following a sixty (60) day notification period.

### Renewal of Contract

Upon written agreement of both parties no later than June 1, 2024, and 2025, the contract may be renewed by the Village of Homewood for a period of one successive year under the same terms and conditions as in the original contract subject to approval by the Village Board. The contract unit prices may be changed for the renewal periods with *Price Adjustments Based on the Consumer Price Index.* The total number of renewal years permitted shall not exceed two (2).

### Price Adjustments Based on the Consumer Price Index

The contract unit prices shall remain firm for the first twelve (12) months of the contract term. The unit prices for the contract renewal period shall be used on the movement of the U.S. Department of Labor Consumer Price Index (CPI) for all Urban Consumers (CPI-U). The contract unit prices shall be changed by the Village of Homewood in an amount equal to the percentage of movement of the CPI-U for "All items" for the twelve-month period ending in the month of January of each contract year.

### BID PROPOSAL / CONTRACT FORMS

The Bid form is attached hereto. Bid forms must be completed in ink or by typewriter. The bid price of each item on the form must be stated clearly. Bids by corporations must be executed in the corporate name by the president of vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or assistant secretary. The corporate address and state of incorporation shall be shown below the signature. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature. All names must be typed or printed below the signature. The bid shall contain an acknowledgment of receipt of any addenda (the numbers of which shall be included on the Bid Form). The address to which communications regarding the bid are to be directed must be shown.

Village of Homev Leaf Pick-up Program Bid Number 23-06PW Opens June 29, 2023 @ 10am

# GENERAL CONDITIONS & INSTRUCTIONS TO BIDDERS

### A. SCOPE OF WORK:

It is the intent of these specifications to describe the minimum requirements for the provision of contractual leaf pickup services for the Village of Homewood. The Village seeks to secure the services of a private scavenger service to pickup pre-bagged leaves placed at curbside by residents of Homewood.

### B. WORK HOURS:

Leaves shall be placed in 30 gallon biodegradable paper bags and placed at curbside by residents of Homewood. Contractor shall only collect leaves, NO brush, branches and/or grass shall be collected under this contract. Any bags containing such items shall be left at curbside.

Curbside leaf pickup service is to be provided to all residential areas of the Village, and is to follow preestablished residential refuse pickup schedules. The contractor shall collect the bagged leaves on a weekly basis for a three-week period to begin November 1, November 15 & November 29, 2023.

### C. DISPOSAL OF LEAVES:

Collected leaves shall be hauled to and disposed of at an I.E.P.A. approved disposal facility. The quoted price shall include all disposal fees.

### D. COMPLETION OF JOB:

The contractor shall furnish and use sufficient numbers of personnel and equipment to properly complete leaf collection in all residential areas of the Village within one week. Trucks shall be covered or enclosed (such as refuse packers) so as to prevent spillage during transport.

Item 12. C.

Village of Home Leaf Pick-up Program Bid Number 22-10PW Opens October 11, 2022 @ 10am

# BID PROPOSAL HOMEWOOD LEAF PICK-UP PROGRAM

BID NO.

23-06PW

BID OPENING DATE: June 29, 2023

**BID OPENING TIME:** 

10:00 A.M.

All bid proposals are conditioned upon the bid instructions and specifications outlined in this bid proposal.

Necessary labor and equipment to collect, haul and dispose of leaves to an I.E.P.A. approved facility. The leaf collection services shall take place on November 1, November 15 & November 29, 2023.

Total cost per week of Collection and disposal:

\$ 9,593.00

Total cost for 3-week Program:

\$ 28,779.00

Frank Hillegonds

Name

Homewood Disposal Service, Inc.

Company

1501 W. 175th St., Homewood

Address

Municipal Manager

Title

708-798-1004

Phone Number

06.24.2023

Date

ATTACHMENT FOR SIGN OFF BY BIDDER	REQUIRED	NOT REQUIRED
Drug Free Workplace Certification	Х	
Equal Employment Opportunity	X	
Hold Harmless Agreement	X	
Insurance Requirements	X	
Prevailing Wage Certification	X	
Compliance With Safety Standards	X	
Sexual Harassment Policy Certification	X	
Blood Borne Pathogens Compliance Certification		X
Authorization To Perform Background Checks		X
Contact Information	X	
Certificate of Authorized Dealer		Х
Performance/Payment Bond		X
W-9 Form submitted with proposal	Х	
		-

Contract For: Leaf Pick Up Program

Date Due:

June 29, 2023 @ 10am

Bid # 23-06PW

### DRUG FREE WORKPLACE CERTIFICATION

The bidder shall certify that it will comply with all requirements of the Illinois Drug Free Workplace Act (30 ILCS 580/l et seq.) including but not limited to:

- 1. Publishing a Statement:
  - A. Notifying the employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the bidder's workplace,
  - B. Specifying the actions that will be taken against employees for violations of such prohibition,
  - C. Notifying the employee that as a condition of employment on such contract or grant, the employee will; I) abide by the terms of the statement and 2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
- 2. Establishing a drug free awareness program to inform employees about:
  - A. The dangers of drug abuse in the workplace;
  - B. The grantee's or bidder's policy of maintaining a drug free workplace;
  - C. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - D. The penalties that may be imposed upon employees for drug violations.
- 3. Making it a requirement to give a copy of the statement required by subsection (1) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 4. Notifying the Village of Homewood within 10 days after receiving notice under part (2) of paragraph (C) of subsection 14.1 from an employee or otherwise receiving actual notice of such conviction.
- 5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by an employee who is convicted, as required by Section 5 of the Illinois Drug Free Workplace Act.
- 6. Training of personnel to effectively assist employees in selecting a proper course of action in the event drug counseling, treatment, and rehabilitation is required and indicating an effectively trained counseling and referral team is in place.

7. Making a good faith effort to continue to maintain a drug free workplace through implementation of requirements of Section 15.3.

## EQUAL EMPLOYMENT OPPORTUNITY

In the event of the bidder's non-compliance with any provision of this equal employment opportunity clause, the Illinois Human Rights Act or the Illinois Department of Human Rights (IDHR) Rules and Regulations for Public Contracts, the bidder may be declared non-responsible, and therefore, ineligible for future contracts or sub-contracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies provided by statute or regulations.

During the performance of this contract the bidder agrees as follows:

- It will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry or other legally protected class; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under-utilization.
- 2. If it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the IDHR's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonable recruit, and it will hire from each job classification from which employees are hired in such a way that minorities and women are not underutilized.
- 3. In all solicitation or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, or other legally protected class.
- 4. It will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the bidder's obligations under the Human Rights Act and IDHR's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the bidder in its efforts to comply with such act and rules and regulations, the bidder will promptly so notify IDHR and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.
- 5. It will submit reports as required by IDHR Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by IDHR or the contracting agency and in all respects comply with the Illinois Human Rights Act and IDHR Rules and Regulations for Public Contracts.
- 6. It will permit access to all relevant books, records, accounts and work sites by personnel by the contracting agency and IDHR for the purposes of investigation to ascertain compliance.

### HOLD HARMLESS AGREEMENT

The successful bidder shall agree to the fullest extent permitted by law to defend, indemnify and hold harmless the Village of Homewood, its elected and appointed officials, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, including reasonable attorney fees, which in any way may accrue against the Village of Homewood, its elected and appointed officials, agents and employees, arising in whole, in part, or in consequence of the performance of this work by the Bidder or its employees or subcontractors, or which may in any way result therefrom, except for those injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses caused solely by the acts of the Village of Homewood, its elected or appointed officials, agents or employees. The Bidder shall, at its own expense, appear, defend and pay all attorney fees, costs and other expenses arising therefore or incurred in connection with this hold harmless agreement. If any judgment is rendered against the Village of Homewood, its elected or appointed officials, agents or employees, the Bidder shall, at its own expense, satisfy and discharge the same.

Bidder expressly understands and agrees that any performance bond, payment bond or insurance policy required by this contract or state law shall not limit its responsibility to indemnify, keep and save harmless and defend the Village of Homewood, its elected and appointed officials, agents and employees as herein provided.

## INSURANCE REQUIREMENTS

Upon bid award, the bidder shall submit a Certificate of Insurance providing the following coverage:

- 1) Comprehensive General Liability and Excess Liability Insurance for Personal Injury, Property Damage, Contractual Liability, Product/Complete Operations, Premises Operations and Independent Contractor's coverage. Minimum coverage is \$1,000,000.00.
- 2) Workers' Compensation coverages A and B.
- 3) Automobile Liability insurance including coverage of Uninsured Motorists and Hired/non-owned auto.
  - The certificate shall name the Village of Homewood and all its officials and employees, elected and appointed, as additional insured and shall include the policy's expiration date. In addition, as part of the contract, the Village of Homewood must receive a minimum of ten days notice upon cancellation of the company's insurance policy.
- 4) The bidder shall not commence work until it provides the certificate of insurance as described above. The bidder shall maintain all such insurance coverage for the term of the contract.

### PREVAILING WAGE CERTIFICATION

The bidder shall certify that it will comply with the Illinois Prevailing Wage Act. (830 ILCS 130/1 et seq.)

This contract calls for the construction of a "public-work, within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq (The "Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <a href="http://labor.illinois.gov/">http://labor.illinois.gov/</a>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer top the Illinois Department of Labor's web site. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

# COMPLIANCE WITH SAFETY STANDARDS

The bidder shall certifies that it has a written safety policy and agrees to comply with all state and federal regulations pertaining to employee safety, including but not limited to the Federal Occupational Safety and Health Act, EPA and OSHA safety standards, and the Village of Homewood's Safety Policy Manual.

# SEXUAL HARASSMENT POLICY CERTIFICATION

The bidder hereby certifies that it has a written sexual harassment policy in place in full compliance with  $775 \text{ ILCS } 5/2 \cdot 105(A)(4)$ .

# BLOOD BORNE PATHOGENS COMPLIANCE CERTIFICATION

Bidder shall submit a BLOOD BORNE PATHOGEN COMPLIANCE CERTIFICATION statement, certifying that the Bidder is in compliance with OSHA standards for Occupational Exposure to Blood Borne Pathogens, 29 CFR, Part 1910.1030.

### AUTHORIZATION TO PERFORM BACKGROUND CHECKS

Personnel assigned by Bidder to perform work at the Village of Homewood shall pass a routine background check to be conducted by the Homewood Police Department prior to commencing work.

Bidder authorizes the Village of Homewood to perform a routine background check on personnel assigned to perform work.

# **CONTACT INFORMATION**

Bidder shall designate a point of contact responsible for day to day contract performance, including the following information:

Frank Hillegonds
Name
Municipal Manager
Title
Homewood Disposal Service, Inc. 1501 W.175th St., Homewood IL 60430
Organization Name/Address
708-798-1004 x237
Office Phone
708-200-2388
Cell Phone
fhillegonds@mydisposal.com
Email Address

# AUTHORIZED DEALER CERTIFICATION

The bidder shall certify that it is an Authorized Dealer of the product for which a bid has been submitted, and will provide a bona fide manufacturer's warranty reflecting the Village of Homewood as the original purchaser.

# PUBLIC CONSTRUCTION BOND ACT COMPLIANCE

The bidder shall provide a performance/payment bond as required by the Public Construction Bond Act (30 ILCS 550/l et seq.)

### ACKNOWLEDGEMENT OF BID/CONTRACT TERMS

The undersigned, on behalf of the bidder, hereby agrees that all of the provisions marked "required" on page one of this addendum shall be incorporated into their bid as if fully restated therein.

Think I have	4
Signature	
Frank Hillegonds	
Name (Print)	
Municipal Manager	
Title	
Homewood Disposal Services, Inc.	
Organization	
1501 W. 175th St., Homewood IL 60430	
Address	
06.28.2023	WLINESS: A
Date	Dan Merrick, Sales Manager
	Signature/Printed Name
	06.28.2023

### VILLAGE OF HOMEWOOD



### **BOARD AGENDA MEMORANDUM**

DATE OF MEETING: March 26, 2024

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Amy Zukowski, Director of Finance

Topic: Budget Amendment – Bergstein's NY Deli & Sandwich Shop Incentive Payment

### **PURPOSE**

Approve a budget amendment request to pay Bergstein's NY Deli & Sandwich Shop their incentive payment from the redevelopment agreement approved at the November 14, 2023 Board meeting.

### **PROCESS**

At the November 14, 2023 Board of Trustees meeting, the Village Board authorized the Village President to enter into a redevelopment agreement with Bergstein's NY Deli & Sandwich Shop. Bergstein Deli opened their doors for business (soft opening) on Monday, April 8, 2024.

The redevelopment agreement provides for financial assistance to aid the business owner with the build-out of the restaurant. The redevelopment agreement included the following incentives that are to be paid in two tranches:

To be paid within 60 days after opening

- Reimbursing 100% of the cost to install a grease trap at a cost not to exceed \$25,000.00.
- Reimbursing 50% of the cost to construct an American with Disability Act (ADA) compliant bathroom, with the Village's share capped at \$5,000.00.
- Reimbursing 25% of the remaining renovation costs, with the Village's share not to exceed \$60,000.00.

### To be paid over time:

• Rebating the Village's 2% Places for Eating Tax for the first three (3) years the restaurant is open. The rebate is capped at \$60,000.00.

As required in the redevelopment agreement, within sixty (60) days of opening, the business and property owner will submit a written reimbursement request, along with copies of canceled check(s) or other evidence that the owners have paid for the work and lien waivers from all general contractors, subcontractors and materialmen who provided services or materials for the work. In anticipation of this request and payment, a budget amendment is required.

### VILLAGE OF HOMEWOOD



### Source of Funding Incentive

The funding for the \$90,000 incentive payment will come from Assigned Fund Balance. Assigned Fund Balance is a self-imposed constraint with the intent to use fund balance for a specific purpose. The Village has typically utilized assigned fund balance to fund pending or future non-TIF incentives. The process of identifying and partnering incentives and projects to assigned fund balance is completed annually during the audit process.

Per the redevelopment agreement, the \$90,000 will be paid partially to Bergstein's NY Deli & Sandwich Shop (\$85,000) and partially to the property owner (\$5,000). The portion paid to the property owner will reimburse the property owner for 50% of their expended cost to construct the required ADA compliant bathrooms.

### **OUTCOME**

Approval of the budget amendment will allow the Village to meet its obligation to Bergstein's NY Deli & Sandwich Shop and the property owner for the agreed upon incentive payment within 60 days of the opening date.

#### **FINANCIAL IMPACT**

Funding Source: General Fund Assigned Fund Balance

Budgeted Amount: \$0

Cost: \$90,000

### **LEGAL REVIEW**

Not Required

### RECOMMENDED BOARD ACTION

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.

### ATTACHMENT(S)

Redevelopment Agreement

# AGREEMENT TO PROVIDE FINANCIAL INCENTIVES AND EXPENSE REIMBURSEMENT FOR IMPROVEMENTS TO THE BUSINESS AT 18064 MARTIN AVENUE UNDER THE VILLAGE OF HOMEWOOD BUSINESS INCENTIVE PROGRAM

This Agreement is made and entered this 14th day of November 2023, between William Davis, Bergstein's NY Deli & Sandwich Shop ("Owner"), and the Village of Homewood, Cook County, Illinois, an Illinois municipal corporation ("Village").

WHEREAS, the Owner has requested financial assistance from the Village to upgrade an existing building within the Village's B-1 central business district, including installation of a grease trap, interior remodeling, and site improvements required for a new restaurant; and

WHEREAS, the Owner represents and warrants that without financial assistance from the Village, the Project as contemplated would not be economically feasible; and

WHEREAS, Section 8-1-2.5 of the Illinois Municipal Code (65 ILCS 5/8-1-2.5) authorizes municipalities to appropriate and expend funds for economic development purposes, including, without limitation, making grants to any commercial enterprises considered necessary or desirable for the promotion of economic development within the municipality; and

WHEREAS, the Owner has obtained bids to install a grease trap on the property with the cost not to exceed \$25,000; and

WHEREAS, the Owner has obtained bids for renovation and site improvements, with the lowest bid totaling \$332,501; and

WHEREAS, the Village supports making the proposed improvements to increase the building's functionality, thereby strengthening the Village's economic viability, and as such is willing to enter into this Agreement.

NOW, THEREFORE, in exchange for the mutual promises and considerations set forth herein, the Owner and Village agree:

### 1. TERMS OF AGREEMENT

As authorized by the President and Board of Trustees of the Village of Homewood on November 14, 2023, and subject to this Agreement, the Village of Homewood agrees to reimburse the Owner for the cost of certain rehabilitation work to be undertaken on the property commonly known as 18064 Martin Avenue, Homewood, Illinois ("Property"), in the B-1 central

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business district as defined by the Homewood Zoning Ordinance. The legal description of the Property is attached as Exhibit A to this Agreement.

### 2. UNDERTAKING ON PART OF THE VILLAGE

Subject to this Agreement, the Village agrees to:

- a. Rebate Places for Eating Tax imposed by Homewood Municipal Code § 102-136 through 102-144 ("Places for Eating Tax") and collected by the Owner for the first three (3) years the restaurant is open, but not to exceed Sixty Thousand Dollars (\$60,000.00), provided the Owner otherwise complies with this Agreement.
- b. Reimburse the Owner 100% of the cost to install a grease trap on the property, but not to exceed Twenty-Five Thousand Dollars (\$25,000.00), to be paid in a lump sum within sixty (60) days Owner submits a reimbursement request in compliance with Paragraph 3c below.
- c. Reimburse the Owner's landlord 50% of the cost of the ADA compliant bathroom in Exhibit B, but not to exceed Five Thousand Dollars (\$5,000.00), to be paid in a lump sum within sixty (60) days after the Owner submits a reimbursement request in compliance with Paragraph 3c below.
- d. Reimburse the Owner up to 25% of the remaining build-out costs identified in Exhibit C, but not to exceed Sixty Thousand Dollars (\$60,000.00), to be paid in a lump sum within sixty (60) days after Owner submits a reimbursement request in compliance with Paragraph 3c below.

### 3. UNDERTAKINGS ON THE PART OF THE OWNER

- a. The Owner shall comply with all requirements imposed by the Homewood Municipal Code, including registration and filing monthly Places for Eating Tax returns with the Village's Finance Department.
- b. Owner shall execute all contracts in connection with the Work and ensure that the Work is completed under said contracts. The Owner shall give the Village copies of all contracts for the Work. All Work shall comply with all local codes.
- c. Within sixty (60) days of completing the Work contemplated under this Agreement, the Owner shall submit a written reimbursement request to the Village's Community Development Department along with the following documentation:

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- Copies of canceled check(s) or other evidence that the Owner has paid for the Work;
- ii. Lien waivers from all general contractors, subcontractors, and materialmen who provided services or materials for the Work.
- 4. The Village shall not be obligated to provide any incentive payments to the Owner or the Owner's landlord until all Work is completed, the Owner has received a certificate of occupancy, and the restaurant is open for business.
- 5. Failure to submit a written reimbursement request within sixty (60) days of completing the Work contemplated under this Agreement shall be grounds for the Village to deny reimbursement.
- 6. Material changes, additions, revisions, or deletions to the plans and/or construction documents originally submitted to the Village must be approved by the Village in writing. The Village will review such proposed changes within a reasonable time. However, the Village assumes no responsibility for any delay or additional cost incurred because of this requirement. Final construction shall comply with the approved plans.
- 7. Owner shall not be entitled to reimbursement from the Village under this Agreement if the final construction deviates from the approved plans and/or does not comply with all local codes.
- 8. Owner shall allow Village inspectors reasonable access to the Property to determine that the Work complies with the approved plans and local codes.
- 9. Owner shall require all contractors performing the Work to provide worker's compensation and liability insurance in amounts satisfactory to the Village, naming the Village and the Owner as additional insured.
- 10. Owner agrees to comply with all Federal, State, and local laws and regulations.
- 11. Owner shall require each contractor to indemnify and hold the Village harmless from all claims arising out of this Agreement resulting from the Owner's or contractor's negligence, including claims for personal injury, wrongful death, and property damage. Owner agrees to indemnify and hold the Village harmless from all such claims arising out of this Agreement resulting from the Owner's negligence or willful and wanton conduct.
- 12. Owner agrees to complete Work within twelve (12) months of the execution of this Agreement. Failure to complete said Work shall constitute a default under this Agreement.

- 13. After completion of the Work, the Owner agrees to maintain the property, in compliance with all Village codes. Failure to comply with Village codes constitutes a default under this Agreement.
- 14. This Agreement shall not be transferrable by the Owner without the express written consent of the Village.
- 15. Should either party be in default under this Agreement, the non-defaulting party shall give written notice of such default by Certified Mail with postage prepaid, or by personal delivery. Notice by Certified Mail shall be considered given when deposited in the United States Mail. Should such default remain uncured twenty-one (21) days after such notice was given, the non-defaulting party may terminate this Agreement by giving written notice of such termination in the same manner and under the same terms as the notice of default. Either party may also seek to enforce its rights under this Agreement as authorized by law.
- 16. Should either party initiate litigation against the other to enforce this Agreement, the successful litigant will have the right to recover court costs and reasonable attorney fees.
- 17. If any part of this Agreement is held invalid or unconstitutional by any court of competent jurisdiction, this part shall be considered a separate, distinct, and independent provision and this holding shall not affect the validity of the remaining Agreement terms.
- 18. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation shall not be binding upon either party unless incorporated in this Agreement.
- 19. If a conflict arises between the Agreement text and the exhibits, the Agreement text shall control.
- 20. Failure of any party to insist on the strict performance of the terms, covenants, and conditions herein contained, or any of them, shall not constitute a waiver of any party's right thereafter to enforce any such term, covenant, or condition, but the same shall continue in full force.

## 21. Notices under this Agreement shall be sent:

To the Village:

Village Manager Village of Homewood 2020 Chestnut Rd. Homewood IL 60430

To the Owner:

William Davis Bergstein's NY Deli & Sandwich Shop 200 Dixie Hwy Chicago Heights, IL 60411 With a copy to:

Christopher J. Cummings Village Attorney 2024 Hickory Rd., Suite 205 Homewood IL 60430

With a copy to:

Owner shall return three (3) signed copies of this Agreement to the Community Development Department within thirty (30) days of receipt. The Village reserves the right to rescind this Agreement if the Owner fails to return the signed Agreements as specified.

IN WITNESS WHEREOF, the parties have executed this Agreement on the above day and date.

VILLAGE OF HOMEWOOD

Bergstein's NY Deli & Sandwich Shop

By: Village President

William Davis, Owner

ATTEST:

Signed and sworn to before me by

William Davis on

, 2023.

Village Clerk

Notary Public

NANCY S. ADAMS
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
October 24, 2025

### **EXHIBIT A**

# Legal description:

Lot 1 of Schmidt's Resubdivision of Lots 13 and 14 in Block "A" in the Village of Hartford, otherwise Homewood, being a Subdivision of the Northeast ¼ of the Southwest ¼ of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 18064 Martin Avenue

PIN: 29-31-310-016-0000

#### **EXHIBIT B**

Bergstein's Deli and Sandwich Shop ("Bergstein's") acknowledges that Martin Arrivo, owner of the property at 18064 Martin Avenue has, at Bergstein's request, agreed to construct improvements to the Project as described in this Agreement. As provided in this Agreement, Bergstein's is entitled to reimbursement from the Village for certain development costs as provided in Paragraph 2, including payment within (60) days of the restaurant's Opening Date. Bergstein's irrevocably authorizes and directs the Village of Homewood to pay Martin Arrivo \$5,000.00 of the initial incentive payment to reimburse Martin Arrivo for those expenses incurred in building out the Project:

Description of Work	Cost
ADA Compliant Bathrooms	\$ 10,000

The Owner's landlord, Martin Arrivo shall be paid on the date Bergstein's becomes eligible to receive the initial incentive payment under the Agreement. If the Bergstein's fails to complete all Work described in this Agreement, receive a certificate of occupancy, and open for business, the Owner's landlord shall not be entitled to reimbursement for the ADA compliant bathroom construction.

73

## **EXHIBIT C**

## Costs to be Reimbursed

Description of Work	Cost
Grease Trap	\$ 25,000
Restaurant Build-out	\$ 249,450
TOTAL	\$274,450

This document prepared by Christopher J. Cummings, Village Attorney, Village of Homewood, 2024 Hickory Rd., Suite 205, Homewood IL 60430.

#### VILLAGE OF HOMEWOOD



#### **BOARD AGENDA MEMORANDUM**

DATE OF MEETING: May 14, 2024

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: John Schaefer, Director of Public Works

**Topic:** Backhoe #207 Replacement – Volvo EWR130E Wheeled Excavator

#### **PURPOSE:**

The backhoe is an essential piece of equipment that could be typified as the Swiss army knife of construction equipment. The backhoe is used for various types of projects that require digging, trenching, and earthmoving. The Public Works Department utilizes its current backhoe for work associated with water main, sanitary sewer, and storm sewer repairs/replacements.

Due to the current age (16 years) and high operating hours (6,000), the Public Works Department is requesting that Unit #207, (2008 John Deere 410J Backhoe), be replaced with a Volvo EWR130E Wheeled Excavator. A wheeled excavator is similar to a backhoe, but is mounted on wheels instead of tracks. This makes the machinery more mobile and allows it to travel on roads and other hard surfaces easily. Wheeled excavators are commonly used in urban areas for road construction and utility projects where mobility and flexibility are important. The wheels provide the machinery with the ability to move quickly between job sites without needing to be transported on a trailer, making wheeled excavators versatile and efficient.

#### **PROCESS:**

Efficiency was prioritized as the *primary requirement* when selecting the new piece of equipment to replace backhoe unit #207. The Public Works Department debated whether or not purchasing another backhoe would enhance the department's needs. Staff compared the capabilities of a backhoe to a wheeled excavator and determined the wheeled excavator to be the better option. Compared to backhoes, wheeled excavators provide excellent maneuverability, are more fuel efficient, and are able to accommodate a wide array of attachments to complete complex jobs.

Once staff determined that a wheeled excavator would be the best fit for the department, an evaluation of manufacturers and specifications was conducted. Staff reached out to Caterpillar, John Deere, and Volvo. The Caterpillar and John Deere units were too large for routine operations. The Volvo EWR130E perfectly matched the department needs. Its features include: four-wheel steering, shortest swing radius (an advantage in tight environments/close quarters), advanced LED working/warning lights, blind spot cameras that provide greater visibility around

#### VILLAGE OF HOMEWOOD



the machine for the operator, ergonomic and easy to use controls for enhanced comfort and reduced strain on the operator, and finally, the machine boosted work productivity with an available Steel Wrist Tiltrotator, "quick connect" attachments and tow behind trailer. Imagine being able to rotate your hand 360 degree while holding material. The Tiltrotator enables this level of agility.

Public Works staff had the opportunity to evaluate the Volvo EWR130E with the tiltrotator in person and were highly impressed with its capabilities. The municipality we visited had just replaced their backhoe with this unit last year. Although they are still experimenting with all of the machine's features, the municipality made it very clear that they are pleased with the purchase.

Staff intends to purchase the machine through a Joint Governmental/Cooperative purchasing program called Sourcewell Cooperative Purchasing Advantages. Cooperative purchasing is "procurement conducted by, or on behalf of, one or more Public Procurement Units" as defined by the American Bar Association Model Procurement Code for State and Local Governments. Sourcewell, as a coorperative has already bidded the machinery to determine the best and lowest cost. Sourcewell's analysts streamlines the procurement process by developing Requests for Proposals (RFPs) and Invitation for Bids (IFBs) for national, competitive solicitations that meet or exceed local requirements. Their rigorous process is continually refined to best meet the needs of participating agencies and allows the group to offer exceptional products from nationally acclaimed suppliers and solid prices.

Public Works plans to proceed quickly to secure this equipment due to current lead times (purchase to delivery) of 18 to 20 weeks. The Village's Purchasing Policy authorizes the Board to waive competitive bidding when purchasing through a governmental cooperative and/or a joint purchasing cooperative.

#### **OUTCOME:**

Replacing backhoe Unit# 207 will decrease maintenance cost, increase safety, increase job and work efficiency and maintain Village work and quality standards. The addition of a Volvo EWR130E Wheeled Excavator would give the Department a competitive advantage in terms of productivity, quality of service, and customer satisfaction.









#### **FINANCIAL IMPACT**

Funding Source: General Capital Account \$189,000
 Water & Sewer Capital \$189,000

Total Budgeted Amount (water and general capital): \$378,000

Cost: \$377,505

#### **LEGAL REVIEW:**

Not Required

#### **RECOMMENDED BOARD ACTION:**

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.

#### **ATTACHMENT(S):**

- Alta Equipment Company Proposal
- Sourcewell Contract Proposal (Alta Equipment Company)
- Pictures of Volvo EWR130E Wheel Excavator



Bloomington, IL 1035 Wylie Dr, Bloomington, IL 61705 309-585-3800 Ottawa, IL 613 E Stevenson Rd, Ottawa, IL 61350 815-313-2070

Spring Grove, IL 2500 Westward Dr # 2, Spring Grove, IL 60081 815-581-0071

South Elgin, IL 420 Nolen Dr, South Elgin, IL 6 630-883-3320 Orland Park, IL

18405 115th Ave, Orland Park, IL 60467

Item 12. E.

708-349-8430 Gary, IN 480 Blaine St. Gary, IN 46406 219-977-4210

May 1, 2024

## Village Of Homewood

2020 Chestnut Rd. Homewood, IL 60430 Attn: Josh Burman



#### Dear Josh:

Alta Equipment is pleased to present you with pricing on a Volvo EWR 130E GPE Excavator Incoming Unit # EQ0347047 the unit is equipped as follows:

- Cab w/heat & AC
- 2.1m Arm
- Stone Protect Rings
- LH,RH Toolbox
- Block Heater
- Proportional Joysticks
- Full Lighting Package w/4 corner LED
- Care Track w/ 4 year Subscription
- X3 Controls

- 2 pc. Boom
- DelCore Dual wheels
- Front 2 piece Blade
- Automatic Digging Brake
- Air Suspension Seat
- AM FM Bluetooth
- Side and Rear Cameras
- Multi-Function Controls/Lines
- 40MM Trailer Hitch
- 4 Wheel Steer

Steel Wrist X14 Tilt-rotator W/Hydraulic Coupler and fully automatic hydraulic attach 24" DB6T Dirt Bucket with teeth 51" GB6 Dirt Bucket with Cutting Edge 16" GB6 Dirt Bucket with Cutting Edge **Hydraulic Pallet Forks** Rammer 1655E Hydraulic Breaker **BIGAB BT-8 Trailer** 

## **Total Source Well Price:**

\$ 377,505.00

After 48 months, Care Track has an annual fee of \$ 620.00

This Source Well quote is valid for 90 days from the above date.

Thank you for this opportunity,

Robert Keel P: 708-280-9908 Robert.keel@altg.com

Chris Mazzoni Government Segment Manager

P: 630-816-5001

E: chris.mazzoni@altg.com



Bloomington, IL 1035 Wylie Dr, Bloomington, IL 61705 309-585-3800 Ottawa, IL

613 E Stevenson Rd, Ottawa, IL 61350 815-313-2070 Spring Grove, IL

2500 Westward Dr # 2, Spring Grove, IL 60081 815-581-0071 South Elgin, IL 420 Nolen Dr, South Elgin, IL

630-883-3320 **Orland Park, IL** 18405 115<sup>th</sup> Ave, Orland Park, IL 60467 708-349-8430 **Gary, IN** 

Item 12. E.

480 Blaine St. Gary, IN 46406 219-977-4210



39 Full Service Locations
400 Mobile Service Vans
Overnight Part Availability
24/7/365 Service
500 Factory Trained Technicians
5,000 Unit Rental Fleet

2020 Alta acquires Liftech Equipment Company, Flagler Construction Equipment, LLC, Martin Implement, PeakLogix, HILO Equipment & Services and Howell Tractor & Equipment.

2019 Alta acquires Northland Industrial Truck Co., Inc. (NITCO).

2020 Alta becomes a publicly traded company under

Alta Equipment Group Inc.

(NYSE: ALTG)

2017 Alta expands CE group into the Chicagoland market.

2012 Alta acquires Northern

2018 Alta acquires Elite Heavy Equipment Services, LLC.

2010 Alta acquires TEC Material Handling Corp and the majority of assets of United Lift Truck,

2013 Alta acquires CLM Forklifts and Evans Equipment.

2011 Alta acquires Galaxy Lift Inc.

Industrial Equipment.

Michigan Equipment Company,

Great Lakes Forklift, and KMH Systems.

2004 Alta acquires Michigan Industrial Forklift. 2009 Alta acquires Detroit Forklift, Aurora Lift Truck Services, Wolverine Tractor, and Midstate Industrial Services, Inc.



2000 Alta acquires Ideal Battery.

1992 Alta acquires

Lakeshore

Material Handling

Material Handling.

2002 Alta acquires Elwell Parker

and Clarklift.

2005 Alta acquires Quality

(E) Kubota



1998 Alta acquires Tri-City Material Handling. MANTIS CRANES DEMAG





AGRICULTURE

1984 Alta was founded with one Detroit area location.



































V22v2



# Quote Valid for 90 days

Contract: 011723-VCE

Date:

5/1/2024

			VCE			
Buying Agency:	Village of Homewood		Dealership:	Alta Equipment Company, LLC	,	
SW Member #:	201729		Prepared By:	Chris Mazzoni		
Contact Person:	Josh Burman Phone: 630-816-5001					
Phone/Email:	il: (708) 206-3470 jburman@homewoodil.gov Email: chris.mazzoni@altg.com					
Sourcewell	Product Code C - Vol	vo Pricing Catalog: Wheeled H	Iydraulic Excava	tors		
A. Catalog	Price Sheet Items	being purchased	REBLEST			
Quan					Unit Pr	Total
1	EWR130 GPE Wheeled	Excavator			\$204,117	\$204,11
	See next page for machi	ne specs at List Price, Contrac	t Discount, Macl	nine Price	\$204,117	5204,11
	TOTAL Purchse Price a		,	1		
				Sourcewel	l Machine Price:	\$204,11
					itional Discount:	\$204,11
				Auu	Subtotal A:	
R Sourced	Contracted Items	Danie to the Contract of			Subtotal A:	\$204,11
	Contracted Items					
Quan	Description		Unit Pr	Total		
1	(4) Corner LED Class 1 Emergency Lighting		\$1,879	\$1,879		
1	Steel Wrist X20 Tiltrotator w/Central Lube & Integrated Hydraulic Coupler \$67,8		\$67,897	\$67,89		
1	24" Steel Wrist S60 Bucket \$4,688			\$4,688		
1	51" Steel Wrist S60 Buc	ket w/Edge			\$4,971	\$4,97
1	16" Steel Wrist S60 Buc	ket w/Edge			\$3,826	\$3,826
1	Hydraulia Eada		\$7,496	\$7,496		
1	Rammer 1655E Hydraulic Breaker with integrated Top Cap \$48,446		\$48,446			
1	BIGAB BT-8 Trailer				\$19,900	\$19,900
					Subtotal B:	\$159,103
. Freight / 1	Installation / Ext W	arranty / Trade_Inc / Or	ther Allewan	ces/ Miscellaneous Charge		4103,100
reight		arranty / Irade-Ing / Or	thei Anowan	ces/ Miscenaneous Charge	3	
DI						\$1,200
						\$1,000
	vrist, buckets and emer					8714
4 month / 1,50	0 Hour Full Machine W	arranty				\$3,371
					Subtotal C:	\$14,285
	Delivery Date	e: ASAP	D. TOT	AL PURCHASE PRICE	E (A+B+C):	\$377,505









#### VILLAGE OF HOMEWOOD



#### **BOARD AGENDA MEMORANDUM**

DATE OF MEETING: May 14, 2024

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Angela Mesaros, Director of Economic and Community Development

**Topic:** Ordinance Approving the Sale of Property at 3043-3055 183<sup>rd</sup> Street

#### **PURPOSE**

DP Homewood, LLC and Bana Three Corporation propose to develop the property at 3043-3055 183<sup>rd</sup> Street. The property is a 7.09-acre Village-owned commercial property improved with an approximately 86,000-square-foot commercial retail building located on the southern portion of the property. The building has been vacant for several years. As required by State law, the Village must pass an ordinance approving the sale of the property to the developer.

#### **PROCESS**

The subject property, formerly the Brunswick Zone bowling facility, has been vacant for approximately six (6) years, and the Big Lots retail store also recently closed. At the Special Meeting on April 30, 2024, the Village Board approved the redevelopment agreement for the property. One of the exhibits of the agreement was a contract to sell the real estate to the developer. The Village Board approved the sale of the property as part of the redevelopment agreement; however, the Illinois Municipal Code requires that the sale of municipally-owned surplus real estate be approved by passage of an ordinance. To comply with the law, the Village Board must approve the attached ordinance.

#### **OUTCOME**

The property has a highly visible location on 183<sup>rd</sup> Street near Kedzie Avenue. The sale and redevelopment of this property will result in the revitalization of a vacant commercial property. The project will enhance the Village's economic viability by returning the property to the tax rolls, creating employment opportunities, and adding retail and service options for residents and patrons.

#### FINANCIAL IMPACT

Funding Source: Kedzie Gateway Tax Increment Financing (TIF) Fund

Budgeted Amount: N/A

Cost: N/A

#### Item 12. F.

## **VILLAGE OF HOMEWOOD**



#### **LEGAL REVIEW**

Completed

### **RECOMMENDED BOARD ACTION**

Pass an ordinance which authorizing the Village President to enter into a real estate purchase and sale agreement between the Village and DP Homewood LLC for the property at 3043-3055 183<sup>rd</sup> Street in the Kedzie Gateway Redevelopment Project Area.

## **ATTACHMENT(S)**

Ordinance

#### ORDINANCE M-2293

# AN ORDINANCE APPROVING A REAL ESTATE PURCHASE AND SALE AGREEMENT BETWEEN THE VILLAGE OF HOMEWOOD AND DP HOMEWOOD LLC FOR PROPERTY AT 3043-3055 183<sup>RD</sup> STREET IN THE VILLAGE OF HOMEWOOD KEDZIE GATEWAY REDEVELOPMENT PROJECT AREA

WHEREAS, the Village of Homewood, Cook County, Illinois (the "Village") owns real estate at 3043-3055 183<sup>rd</sup> Street in the Kedzie Gateway Redevelopment Project Area; and

WHEREAS, DP Homewood LLC has offered to purchase land owned by the Village within the redevelopment project area development according to the terms of the Purchase and Sale Agreement attached to this Ordinance as Exhibit A to renovate the commercial property former occupied by Brunswick Zone and Big Lots and construct two additional commercial buildings on the property; and

WHEREAS, as required by 65 ILCS 5/11-74.4-4, the Village approved Ordinance M-2283 on March 12, 2024, directing staff to publish a notice soliciting alternate proposal or bid for the sale and redevelopment of this property; and

WHEREAS, the Village received no alternate bids for the property by the March 26, 2024 deadline established in the ordinance; and

WHEREAS, the President and Board of Trustees find it to be in the village's best interest to sell the property at 3043-3055 183<sup>rd</sup> Street to DP Homewood LLC so that it can be redeveloped in furtherance of the Kedzie Gateway Redevelopment Plan and Project.

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

SECTION ONE – APPROVAL AND AUTHORIZATION TO EXECUTE REAL ESTATE PURCHASE AND SALE AGREEMENT.

- (a) The proposed Purchase and Sale Agreement between the Village and DP Homewood LLC is hereby approved. The Village President and Village Clerk are authorized to execute that Agreement.
- (b) The Village Attorney or his nominee is authorized to close the transfer of this property to DP Homewood LLC. The Village Attorney or his

AYES:	NAYS:	ABSTENTIONS:	ABSENCES:
Vill	age Clerk		
ATTEST:			
		Village President	
		By:	
PASSED A	AND APPROVEI	D this $14^{ ext{th}}$ day of May, $20$	24.
This Ordir law.	nance shall be efi	fective upon its passage a	nd approval as provided by
SECTION T	wo – Effective I	DATE.	
•	•	ocuments necessary to co	nge staff, as appropriate, are omplete this transaction.

STATE OF ILLINOIS ) ) SS COUNTY OF COOK )				
I, the undersigned do hereby certify that I am the Village Clerk of the Village of Homewood, Cook County, Illinois, and as such I am the keeper of the records and files of the President and Board of Trustees of said Village.				
I do further certify that the attached and foregoing is a correct copy of an ordinance M entitled:				
AN ORDINANCE APPROVING A REAL ESTATE PURCHASE AND SALE AGREEMENT BETWEEN THE VILLAGE OF HOMEWOOD AND DP HOMEWOOD LLC FOR PROPERTY AT 3043-3055 183 <sup>RD</sup> STREET IN THE VILLAGE OF HOMEWOOD KEDZIE GATEWAY REDEVELOPMENT PROJECT AREA				
as adopted by the President and Board of Trustees of the Village of Homewood at its regularly convened meeting held on May 14, 2024, and as signed by the President of said Village on May 14, 2024, all as appears from the official records of said Village in my care and custody.				
In witness whereof, I have affixed my official signature and the corporate seal of the Village of Homewood, Illinois on, 2024.				
Village Clerk				
(SEAL)				

## **Exhibit A - Purchase and Sale Agreement**

Between the Village of Homewood and DP Homewood LLC for 3043-3055 183<sup>rd</sup> Street, Homewood

#### REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHAS	SE AND SALE AGREEMENT
("Agreement") is made on	, 2024, between DP Homewood,
LLC, an Illinois limited liability compa	ny, or its assignee ("Purchaser"), and the
Village of Homewood ("Seller"). The d	ate that the last party signs the Agreement
and delivers a copy to the other party s	shall be the date filled in above and shall
be referred to herein as the "Effective I	Date."

#### WITNESSETH:

THAT FOR and in consideration of the mutual covenants, agreements and undertakings herein set forth, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase from Seller the real property described in Paragraph 1 below on the following terms:

Agreement of Purchase and Sale.

Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller:

- 1.1. The real property legally described in Exhibit A attached, consisting of 7.09 acres of land (collectively the "Land") at 3043-3055 183<sup>rd</sup> Street, Homewood, Illinois, 60430.
- 1.2 All improvements on the Land, including without limitation the single story building, landscaping, parking lot, and other improvements (collectively called the "Improvements").
- 1.3 All mineral, water, irrigation and other property rights of Seller, if any, running with or otherwise pertaining to such Land.
- 1.4 All of Seller's right, title and interest in any easements, covenants, declarations, reciprocal easement agreements, tenements, hereditaments, gaps, gores and appurtenances to the Land.

The property interests described in Sections 1.1 through 1.4 hereof are hereinafter referred to as the "Property."

Purchase Price.

2.1 The Purchase Price for the Property (the "Purchase Price") shall be One Dollar (\$1.00).

2.2 The Purchase Price shall be payable by delivery by Purchaser to Seller at Closing of good federal funds by check or wire transfer in an amount equal to the Purchase Price, subject to adjustment as provided herein and as set forth in the settlement statement.

Seller's Deliveries.

On or before the Effective Date, Seller shall have delivered to Purchaser copies of all the items on Exhibit B attached (the "Due Diligence Materials") to the extent in Seller's possession. If Seller obtains new or updated information or documentation regarding the Property before Closing, Seller shall immediately notify Purchaser of such fact and will promptly deliver all such supplemental information and documentation to Purchaser. Seller is not aware of any inaccuracies or incomplete documents in the Due Diligence Materials and Seller warrants that the copies delivered are true, correct and complete copies of the documents.

Contingency for Inspection, Approvals and Third-Party End Users.

## 4.1. Inspection Period.

- (a) During the period commencing on the Effective Date and ending at 6:00 p.m. (CST) on the day which is thirty (30) days thereafter (the "Inspection Period"), Purchaser shall have the right, at Purchaser's sole cost and expense, to: (i) review the Due Diligence Materials, (ii) inspect and test the Property, including, but not limited to, for engineering, environmental, zoning, appraisals, to obtain a new survey or update an existing survey, to perform marketing and cost studies and for any other purposes related to Purchaser's determination of the feasibility of the Property
- (b) During the period commencing on the Effective Date and ending at 6:00 p.m. (CST) on the day which is one hundred eighty (180) days thereafter (the "Governmental Approval Period"), Purchaser shall have the right, at Purchaser's sole cost and expense, to: obtain any necessary zoning approvals, special use permits, conditional use approvals, variances, administrative approvals, subdivisions, consolidations, annexation agreements, parking agreements, easements, vacations, permits, plat of subdivisions, and similar approvals or documents with the municipality, county, any other governmental authority or any entity or agency, Seller shall cooperate with Purchaser's efforts to obtain any approvals and shall diligently sign any zoning applications, permit applications, ownership authorization and provide any documentation or information required by the applicable

governmental authority or agency as part of Purchaser's process to obtain its approvals. The Governmental Approval Period may be extended upon written agreement by Purchaser and Seller.

- (c) Purchaser shall give Seller reasonable advance notice of the dates and times of its inspections of the Property. Seller or its representative and Purchaser, its representatives, agents, and independent contractors shall have the right to be present at any such inspections. If Purchaser is satisfied or not satisfied with the Property, including, but not limited to, its review and inspections, in Purchaser's sole and absolute discretion, Purchaser shall provide written notice to Seller that it is or not proceeding with the Agreement before the expiration of the Inspection Period.
- (d) Purchaser and Seller acknowledge that the inspections, investigations, survey and environmental inspections made by Purchaser and Purchaser's agents before Closing are for the benefit and at the instance of Purchaser. Purchaser expressly acknowledges that nothing in this Agreement authorizes Purchaser, or any person dealing with, through or under Purchaser to subject Seller's interest in the Property to mechanic's or materialmen's liens before Closing. Purchaser shall indemnify, hold harmless and defend Seller from any claim, liability, loss, damage, cost or expense (including reasonable attorney's fees, but expressly excluding any punitive, speculative or consequential damages) which Seller incurs solely due to the entry on the Property by Purchaser, its employees, agents or independent contractors before Closing, or damage to or liens placed on the Property caused by Purchaser, its agents, employees, or independent contractors for any such entry. Purchaser's indemnification obligations shall not extend or apply to and Purchaser shall not be liable to Seller for: (i) any release of pre-existing hazardous substances arising from the conduct of any investigation or testing of the Property or for any diminution in the market value of the Property resulting from the information disclosed by any such investigation or tests, (ii) for any negligence or misconduct of Seller or any agent, contractor, or employee of Seller, or (iii) any pre-existing conditions on or about the Property. Purchaser's obligations shall survive any termination of this Agreement. Before Purchaser or its agents or contractors entering the Property, Purchaser shall obtain or cause its vendors to obtain commercial general liability insurance in the amount of not less than \$1,000,000.00 naming the Village of Homewood as an additional insured on an ISO CG 20 10 form endorsement from an Illinois licensed insurance company. Purchaser shall maintain this coverage from the Effective Date through the Closing Date.

(e) Notwithstanding the expiration of the Inspection Period, Purchaser shall have access to the Property through the Closing Date for inspections, obtaining any reports, surveys, appraisals, and engineering and environmental tests and reports.

## 4.2. Redevelopment Agreement.

This contract is contingent upon the Village of Homewood (Seller), and DP Homewood, LLC, or its assignee ("Purchaser"), entering into a redevelopment agreement for the property within ninety (90) days of the contract date. If a redevelopment agreement is not approved by all parties within ninety (90) days, Purchaser or Seller may terminate this contract with no further obligation.

Commitment for Title Insurance/Title and Survey Matters.

- 5.1 Within ten (10) days after the Effective Date, Purchaser, at Seller's sole cost and expense, shall cause Chicago Title Insurance Company("Title Company" and "Escrow Agent") to deliver to Purchaser a commitment for an ALTA owner's policy of title insurance (the "Commitment"), showing Seller as fee title owner, naming Purchaser as the insured in the amount of the Purchase Price (or minimum amount required), issued by the Title Company, insuring the Property, together with legible copies of all recorded title documents referred to in the Commitment ("Title Documents"). The Commitment shall be subject to only the: (i) "Permitted Exceptions" (defined in Section 5.2 below), (ii) any mortgages and similar liens of a definite or ascertainable amount which must be paid by Seller out of the closing proceeds ("Monetary Encumbrances") and (iii) any matters not objected to by Purchaser.
- 5.2 The term "Permitted Exceptions" shall mean: (i) all non-delinquent taxes and assessments not yet due at the time of Closing, and (ii) any other title matters not objected to, waived or deemed waived by Purchaser.
- 5.3 If Purchaser objects to the Commitment and/or any survey, Purchaser shall give written notice to Seller before the expiration of the Inspection Period, specifying Purchaser's objections to such title exceptions and/or survey matters (the "Unpermitted Exceptions"). Seller shall at its option have five (5) days from receiving such notice to notify Purchaser in writing of any Unpermitted Exceptions that Seller shall cure, insure over or have removed from the Commitment before Closing. If Seller notifies Purchaser within such five (5) day period, or fails to notify Purchaser, that it is unable or unwilling to have the Unpermitted Exceptions removed before Closing, Purchaser shall, as Purchaser's sole

remedy, have the option either to (i) terminate this Agreement, whereupon neither party shall have any further liability or obligation to the other, except as expressly provided herein; or (ii) proceed with the Closing and accept title to the Property as reflected in the Commitment and survey, whereupon such exceptions shall be deemed Permitted Exceptions, other than Monetary Encumbrances which shall be paid by Seller out of Closing proceeds. Purchaser shall exercise such option by delivery of written notice of such exercise to Seller within five (5) days after the earlier of: (a) the expiration of Seller's notice period for responding to Purchaser's title and survey objections, or (b) the date Seller gives Purchaser notice of its unwillingness or inability to remove any the Unpermitted Exceptions. If any title exceptions or survey matters are disclosed or modified by updates of the Commitment and/or the survey or other title "date-downs" that affect the marketability or insurability of the title to the Property or that adversely affect the use of the Property for its intended purposes or are objectionable to Purchaser, then Purchaser may after the discovery thereof notify Seller in writing, in which event Seller shall promptly employ its good faith best efforts to procure a cure for same, as required above, and upon the failure of Seller to effectuate a cure or Seller's failure to respond to Purchaser in writing, then Purchaser may elect any of the options set forth in subclauses (i) and (ii) above. If Purchaser fails to notify Seller of Purchaser's election within the five-day period required for Purchaser's notification of its election, then Purchaser shall be deemed to have elected option (ii).

Closing, Possession and Conditions Precedent to Closing.

- 6.2 At Closing, Seller shall deliver to the Escrow Agent, with copies to Purchaser:

- (a) A duly executed and acknowledged Special Warranty Deed (the "Deed") conveying to Purchaser the fee simple interest in the Property, subject only to the Permitted Exceptions.
- (b) A duly executed affidavit of Seller, stating Seller's United States taxpayer identification number and that Seller is not a foreign person as defined in Internal Revenue Code § 1445.
- (c) A MyDec transfer tax declaration in form customary for the State, County City of the Property ("Transfer Tax Declaration") and any municipal transfer tax declarations.
- (d) A resolution from Seller approving and authorizing it to sell the Property and granting authority to a specific person to bind the Seller.
- (e) A settlement statement agreed to between Seller and Purchaser ("Settlement Statement"), signed by Seller, setting forth the Purchase Price, credits, prorations, and disbursements under this Agreement.
  - (f) An owner's affidavit.
- (g) Documents requested by the title company for obligations required of Seller under this Agreement or to provide extended coverage, including, without limitation, Owner's Affidavit, Survey Affidavit of no change, if required by the Title Company to provide extended coverage, Gap Indemnity, and any other reasonable documentation.
- 6.3 At Closing, Purchaser shall deliver to the Escrow Agent:
- (a) The balance of the Purchase Price, subject to adjustment on the Settlement Statement, by wire transfer of federal funds.
- (b) The Settlement Statement signed by Purchaser, setting forth the Purchase Price, credits, prorations, and disbursements under this Agreement.
- (c) Any other document requested by the Title Company to close the transaction.
- 6.4 Conditions to Obligations to Close. The obligations of Purchaser to consummate the transactions contemplated shall be subject to fulfilling these conditions ("Purchaser's Conditions"), any of which may be waived in writing by Purchaser in its sole and absolute discretion:

- (a) At Closing, Seller will cause the Title Company to issue (or commit irrevocably and unconditionally to issue) to Purchaser an owner's policy of title insurance in accordance with the requirements of the Commitment with an extended coverage endorsement, subject only to the Permitted Exceptions (the "Title Policy").
- (b) The representations and warranties of Seller in this Agreement shall be true and correct on and as of the Closing Date with the same force and effect as though such representations and warranties had been made on and as of the Closing Date, and Seller will so certify.
- (c) Seller shall have performed the agreements, covenants and obligations made and contained in this Agreement to be performed or complied with by Seller on or before the Closing Date.
- (d) Delivery of sole and exclusive possession of the Property to Purchaser subject only to the Permitted Exceptions.
- (e) The Redevelopment Agreement between Purchaser and Seller is in full force and effect.

## Prorations; Closing Adjustments.

- 7.1 All real estate taxes and assessments, due and owing or delinquent before Closing, whether or not they have become liens, shall be the responsibility of Seller and paid by Seller before the due date and at or before Closing. This obligation shall survive Closing.
- 7.2 In the event any special assessments, water or sewer assessment, code violations, fines or other assessments have been levied against the Property for any period on or before the Closing Date, Seller shall pay the same at or before Closing. These obligations shall survive Closing. All water, sewer, and other utility charges currently due shall be adjusted as of the Closing Date. Any of these payments due and owing as of the Closing Date shall be credited to Purchaser from Seller at Closing and any prepaid amounts shall be credited to Seller form Purchaser.
- 7.3 Seller shall pay: (i) the cost of the Title Commitment; (ii) the costs for the standard coverage portion of the Purchaser's owner's Title Policy premium plus extended coverage; (iii) all State, County and municipal transfer taxes; (iv) half of all escrow and closing costs, and (v) all costs for any endorsements to cure, remove or insure over any title exceptions agreed to be cured by Seller. Purchaser shall pay: (i) the cost of all endorsements to the Title Policy requested by Purchaser; (ii) half of all

escrow costs, and (iii) the cost to record the deed. The parties shall pay their respective attorney's fees. Any other costs and charges in connection with the Closing shall be paid by Seller or Purchaser, respectively, as is customary in the area in which the Property is located.

Representations, Warranties, Covenants and Agreements of Seller and Purchaser.

- 8.1 Seller represents, covenants and warrants to Purchaser and agrees, as of the date of this Agreement and, without further writing as of the Closing Date, as follows:
- (a) Seller holds fee title to the Property subject only to those rights-of-way, easements, conditions, covenants and restrictions of record. There are no persons in possession or occupancy of the Property or any part thereof, nor are there any persons who have possessory rights regarding the Property or any part thereof through written agreement, orally or by operation of law.
- (b) All required payments of Seller have been made and there is no default by Seller, nor has Seller received any written notice of default from any property owner, tenant or other party under any reciprocal easement agreements or declarations or similar documents, nor are there any facts known to the Seller that would constitute a default by Seller or, to Seller's knowledge, by any property owner or tenant under any reciprocal easement agreements or declarations or similar documents.
- (c) There is no lawsuit or similar proceeding filed, or to the best of Seller's knowledge, threatened to be filed, against Seller regarding the Property before any court, tribunal, mediator, arbitrator, governmental or administrative agency. Seller has received no notices and is not aware of any pending or threatened: (a) condemnation, eminent domain or similar proceeding against the Property, (b) special assessments against the Property, or any real estate tax protest, or similar proceeding; or (c) any public plans or proposals for changes in road grade, access or other municipal improvements or for any adjacent developments that may affect the Property. There is no bankruptcy, assignment for the benefit of creditor or insolvency proceedings filed against or by Seller wherein Seller is identified as the debtor.
- (d) Seller has taken all required measures to approve the sale and has all requisite power and authority to enter into and perform Seller's obligations under this Agreement and to sell the Property. The

execution of this Agreement has been duly authorized by all requisite actions and this Agreement is enforceable against Seller under its terms.

- (e) To the best of the Seller's knowledge, the Property has utilities necessary for the operation of the Property and no fact or condition exists that would cause the termination of access to and from the Property or the cessation of utilities for the operation of the Property.
- (f) Seller shall not, without the prior written consent of Purchaser, enter into, amend, extend or grant any concessions regarding any lease, reciprocal easement agreement, declaration or any other documents affecting the property, or accept any prepayment of rent for more than one month in advance. Seller shall promptly deliver to Purchaser a copy of any notice (including without limitation, a notice of default) received from any property owners under any easement agreements, declarations or from any governmental authority or from any tenant or adjacent property owners. Seller shall not intentionally do anything, or permit anything to be done, that would impair or modify the status of title as shown on the Commitment or the survey. Seller shall not, without prior written consent of Purchaser, petition or apply for any map amendments or take any action which will change the permitted use of the Property
- (g) Seller is not a foreign person or entity under the Foreign Investment and Real Estate Property Tax Act or the Tax Reform Act of 1984.
- (h) As of the Closing Date, the Property will be clear of any encumbrances or liens of an ascertainable amount which can be removed by the payment of a liquidated amount of money, except for the Permitted Exceptions, and such encumbrances and liens as paid by Seller at Closing.
- (i) From the Effective Date until Closing, Seller shall continue to manage and operate the Property in a reasonable manner consistent with other similar commercial properties in Homewood, Illinois, including, but not limited to, performing all maintenance and snow removal, paying all operating expenses, real estate taxes, insurance and utilities before their due date, keeping the Property free of liens and code violations, and maintaining property and liability insurance in commercially reasonable amounts.
- (j) Except as set forth in the Due Diligence Materials, to the best of Seller's knowledge, the Property complies with all environmental laws relating to "hazardous materials or toxic materials or substances" (as

those terms are defined under all applicable environmental laws, rules, regulations and ordinances in Illinois, , the United States, and by the United States Environmental Protection Agency (hereinafter referred to as "Environmental Laws")) and Seller has received no notice from any person, property owner, or governmental agency that the Property is in violation or may violate any Environmental Laws or of any release or suspected release of hazardous materials on the Property or adjacent properties. There are no underground storage tanks at the Property. The Property is not being used, and to the best of Seller's knowledge, has never been used, for the storage or disposal of any hazardous materials or toxic waste or as a dump site, the Property is not currently subject to any grading, slope or drainage restrictions which would obligate or require any owner of the Property to accept, supply, deliver or collect drainage water, surface water or irrigation water to or from any real property within the reasonable vicinity of the Property and there are no unrecorded share expense agreements, repayment agreements, reimbursement agreements, tax increment financing or development agreements that affect all or any portion of the Property and that could require Purchaser to pay any money in full or partial satisfaction of any such agreements.

- (k) Seller owns no personal property located on the Property or to the extent it does will remove it by Closing.
- (l) Seller is not a party to any management, service or other contracts or agreements that will be binding on Purchaser or the Property after Closing.
- (m) Seller will (1) continue to operate the Property as heretofore operated; (2) maintain the Property in its current condition and perform routine and required maintenance and replacements; (3) pay before Closing all sums due for work, materials or services furnished or otherwise incurred in the ownership, use or operation of the Property; (4) comply with all governmental requirements applicable to the Property; (5) not place or permit to be placed on any portion of the Property any new improvements of any kind or remove or permit any improvements to be removed from the Property; and (6) not cause or create any easements, encumbrances, or liens to arise or to be imposed upon the Property or to allow any amendment or modification to any existing easements or encumbrances.
- (n) To Seller's knowledge, the Due Diligence Materials are true, correct and complete in all material respects. Seller has delivered to Purchaser all Due Diligence Materials its possession or control.

- (o) There are no rights of first refusal or options to purchase the Property (or any part thereof) contained in any agreement affecting the Property (or any part thereof).
- 8.2 Seller shall indemnify and hold Purchaser harmless from and against any costs, fees, charges, penalties or liabilities of any kind resulting from any "bulk sales" taxes, fees or charges assessed by any applicable governmental authority or agency related solely to the period of Seller's ownership of the Property. This indemnification shall survive the Closing.
- 8.3 Purchaser represents and warrants to Seller, as of the date of this Agreement and without further writing as of the Closing that Purchaser is authorized and permitted to enter into this Agreement, to execute any documentation required, and to perform this Agreement, none of which conflicts with any provision of any law, rule or regulation applicable to Purchaser. This Agreement is a valid and binding obligation of Purchaser under its terms.
- 8.4 All representations and warranties of Seller or Purchaser in this Agreement shall survive the Closing.

## Damage or Condemnation.

- 9.1 In the event of any eminent domain or condemnation action before or on the Closing Date Seller shall immediately notify Purchaser and Purchaser may elect, in its sole discretion, to (a) terminate this Agreement, in which event neither party shall have any further liability under this Agreement except for those obligations which expressly survive the termination of this Agreement, or (b) proceed to Closing, whereupon at Closing Seller shall transfer the Property less any portion of the Property taken by eminent domain or condemnation or conveyed in lieu of condemnation. If Purchaser elects to close on the Closing Date, Seller shall assign to Purchaser, all of Seller's interest in any proceeds or awards that may thereafter be made for any taking or condemnation. The Purchase Price shall be reduced by any such proceeds or awards collected and retained by Seller before the Closing Date, provided, however, Seller shall not negotiate and agree to any settlement or payment without Purchaser's prior written approval, which shall not be unreasonably withheld or delayed.
- 9.2 If the Property suffers any damage or destruction before Closing, Purchaser may elect, at Purchaser's sole option, to: (a) proceed to Closing and take the Property subject to such damage or destruction and Seller

shall assign any insurance proceeds to Purchaser (but only to the extent of Seller's rights in same) and Purchaser shall receive a credit at Closing in the amount of any deductible being carried under such insurance policy, or (b) terminate this Agreement in which event neither party shall have any further liability under this Agreement except for those obligations which expressly survive the termination of this Agreement.

#### Brokerage.

Each party represents and warrants to the other, as of the date of this Agreement and without further writing as of the Closing, there are no real estate agents or brokers involved that are owed a commission or finder's fee in connection with this transaction. Each party agrees to indemnify, defend, and hold harmless the other party regarding any claim made for any commission or finder's fee arising out of the warranting party's conduct. This Section 10 shall survive the Closing.

#### Default.

- 11.1 If this transaction does not close due to Purchaser's default or Purchaser is otherwise in default of its obligations under this Agreement, then Seller shall have the right, as its sole and exclusive remedy, to terminate this Agreement by written notice to Purchaser and upon such termination this Agreement shall be of no further force and effect and neither party shall have any further rights, duties, or obligations except regarding the provisions hereof which expressly survive the termination of this Agreement. Purchaser shall not be liable to Seller for any punitive, speculative, incidental, consequential or damages for loss of opportunity or lost profit if Purchaser's default occurs.
- 11.2 If this transaction is not closed due to a default of Seller or Seller is otherwise in default of its obligations under this Agreement, then Purchaser shall have the option of (i) terminating this Agreement by written notice to Seller, and neither party shall have any further liability under this Agreement, except for those obligations which expressly survive the termination of this Agreement, or (ii) enforcing this Agreement by specific performance, or (iii) Purchaser shall have all rights and remedies at law and in equity if any intentional default by Seller occurs that renders specific performance unavailable.
- 11.3 Before exercising any remedy under this Agreement, the nondefaulting party shall provide notice to the defaulting party and the defaulting party shall have three (3) days to cure such default.

Notices.

All notices permitted or required under this Agreement may be made by a party or the party' attorney to the other party or the other party's attorney and shall be in writing and shall be served by one of these methods: (a) hand delivery, or (b) deposit thereof with Federal Express or other nationally recognized overnight delivery service for next day delivery, or (c) by facsimile transmission, or (d) by email transmission. All notices shall be addressed to the parties to whom such notices are intended as set forth below:

If to Seller:
Village of Homewood
2020 Chestnut Road
Homewood, IL 60430
Attention: Village Manager

Email: nhaney@homewoodil.gov

If to Purchaser:
David Bossy
DP Homewood, LLC
2803 Butterfield Rd, Suite 300
Oak Brook, IL 60523

with a copy to: Christopher J. Cummings Village Attorney 2024 Hickory Road, #205 Homewood, IL 60430

Email: chris@cjcummingslaw.com

With a copy to: George J. Arnold Sosin, Arnold & Schoenbeck, Ltd. 9501 W. 144th Place, Suite 205 Orland Park, IL 60462

and

Alan D. Pearlman Law Offices of Alan D. Pearlman, LLC

2803 Butterfield Road, Suite 300 Oak Brook, Illinois 60523

Either party may change its address by giving notice to the other under this Section. Notice sent by an attorney on behalf of their client shall be deemed proper notice from the party. Notice personally delivered shall be effective on the date of delivery. Notices sent by a nationally recognized overnight courier shall be effective on the date of delivery as indicated by the carrier's on-line record. Notice sent by facsimile shall be effective on the date of delivery during the hours of 8a.m. to 6p.m. CST, Monday through Friday, with proof of successful transmission which shall be retained by the sender. Notice sent by email shall be effective on the date of delivery during the hours of 8a.m. to 6p.m. CST, Monday through Friday.

#### Miscellaneous.

- 13.1 Section Headings. The Section headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language thereof.
- 13.2 Entire Agreement. All previous negotiations and agreements between the parties, regarding the transaction set forth herein, are merged in this instrument which alone fully and completely expresses the parties' rights and obligations. This Agreement is the entire agreement between the parties regarding the Property and supersedes any other prior agreements and understandings, whether written or oral, formal or informal.
- 13.3 Governing Law. This Agreement shall be governed by the internal laws of the State of Illinois without reference to its conflict of law provisions.
- 13.4 Invalidity of Terms. If any term or provision of this Agreement is held illegal, invalid or unenforceable as a matter of law, the remaining terms and provisions of this Agreement shall not be affected, but each such term and provision shall be valid and shall remain in full force.
- 13.5 Time/Dates. Time is of the essence of this Agreement. If any date in this Agreement for the delivery of any document or the happening of any event should, under the terms hereof, fall on a weekend or holiday, then such date shall be automatically extended to the next succeeding weekday that is not a holiday.
- 13.6 Dispute/Attorney's Fees. If a dispute arises between the parties regarding the enforcement of either party's obligations contained herein, the prevailing party shall be entitled to reimbursement of its reasonable attorney's fees, court costs, and expenses incurred in connection therewith. This Section 13.6 shall survive the early termination or closing of this transaction.
- 13.7 Amendment. This Agreement may be amended, modified or terminated only by a written instrument executed by Seller and Purchaser.
- 13.8 Termination at Closing. Except as expressly provided for herein, the provisions of this Agreement shall terminate with the Closing and shall be of no further force or effect.
- 13.9 Waiver of Rights. No right under this Agreement may be waived, except by written instrument executed by the party waiving such right.

No waiver of any breach of any provision in this Agreement shall be deemed a waiver of any preceding or succeeding breach of that provision or of any other provision in this Agreement. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

- 13.10 Assignment. Purchaser may assign this Agreement to any assignee or single purpose entity; provided that: (i) such assignee shall expressly assume all of Purchaser's obligations; and (ii) Purchaser shall provide Seller with written notice of such assignment.
- 13.11 1031 Exchange. At either party's option and at no loss, cost, liability, or expense to the other party, both parties agree to cooperate with one another in closing this transaction as a like-kind exchange under Section 1031 of the Internal Revenue Code, provided that (a) no party making such accommodation shall be required to acquire any substitute property, (b) such exchange shall not affect the representations, warranties, liabilities and obligations of the parties to each other under this Agreement, (c) no party making such accommodation shall incur any additional cost, expense or liability in connection with such exchange (other than expenses of reviewing and executing documents required in connection with such exchange), and (d) no dates in this Agreement will be extended as a result thereof. Each party's right, title and interest under this Agreement, but not its obligations, shall be assignable to a "Qualified Intermediary" of its choice. For purposes of this Agreement, the term "Qualified Intermediary" shall have the same meaning as that found in Section 1.103(k)-(g)(4)(iii), Income Tax Regulations.
- 13.12 Binding Agreement. Purchaser and Seller acknowledge and agree that they intend this Agreement to be a binding and enforceable agreement, subject to the terms set forth herein, and each party waives any right to hereafter challenge the enforceability of this Agreement because the inspection and due diligence contingencies in this Agreement are not sufficient consideration to make this Agreement a valid contract. Purchaser agrees to use its good faith efforts to perform its due diligence activities regarding the Property. Seller agrees that Purchaser's due diligence efforts will require Purchaser to expend significant time and money, and that the expenditure of such time and money by Purchaser constitutes sufficient consideration to Seller for Seller granting Purchaser the time set forth in this Agreement to investigate and resolve all of its contingencies and agreeing to be bound by this Agreement.
- 13.13. Counterpart Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all such

counterparts shall together constitute the same Agreement. Any counterparts of this Agreement and any subsequent amendments may be executed and delivered by any party by email transmission in portable document format "(PDF") and any document so executed and delivered shall be considered an original for all purposes

## Confidentiality.

- 14.1 Either party (the "Providing Party") may provide the other party (the "Receiving Party") with confidential or proprietary information, including intended future use site plans and identification of proposed future users, whether disclosed orally, in writing or upon inspection of documents or other tangible property (such information, together with any documents or records prepared by the Providing Party or Receiving Party or any of its affiliates, which contain or otherwise reflect or are generated from such information, the "Confidential Information"). The term "Confidential Information" shall not include information that (i) is or becomes generally available to the public other than because of a disclosure by the Receiving Party; (ii) is specifically permitted in writing by the Providing Party, before any disclosure by the Receiving Party, to be so disclosed; or (iii) is disclosed in compliance with the requirements of any law, subpoena or administrative, regulatory or judicial process (provided that, to the extent reasonably feasible under the circumstances, prior written notice of such disclosure is furnished to the other party Providing Party to afford the Providing Party an opportunity to seek a protective order).
- 14.2 The Receiving Party's review and inspection of the Confidential Information shall be undertaken solely to evaluate the transaction contemplated herein. The Receiving Party shall use the Confidential Information solely for such purpose. Except as specifically provided, the Receiving Party shall not disclose, and shall use reasonable efforts to prevent any other person or entity from disclosing, any Confidential Information to any other party without the Providing Party's prior written consent; provided, however, that the Receiving Party may share Confidential Information with its advisors, consultants, attorneys, investors, accountants and lenders in connection with evaluating and financing the transaction contemplated.
- 14.3 If the Closing does not occur, the Receiving Party shall promptly deliver to the Providing Party or destroy all documents furnished by the Providing Party constituting Confidential Information.

14.4 Notwithstanding the foregoing, the parties acknowledge that Seller is a public body subject to the Illinois Freedom of Information Act (FOIA). If the Seller receives a FOIA request, Seller shall have the sole authority to determine what records concerning this transaction, if any, are responsive to the FOIA request and shall be tendered to the requestor. If Purchaser provides Seller with information, documents, or data it believes to be proprietary, privileged, or confidential as defined by Section 7, paragraph (1)(g) of the FOIA (5 ILCS 140/7(1)(g)), it shall identify them as such when tendered to the Seller.

## Exclusivity.

Seller acknowledges that Purchaser will expend substantial time, effort and resources to consummate the transaction contemplated by this Agreement. In consideration of such effort, unless this Agreement is terminated, during the period from the Effective Date until the Closing Date (the "Exclusivity Period"), Seller shall not (and shall cause its affiliated and associated entities, and its and its affiliated and associated companies' principals, officers, directors, managers, members, employees, agents, brokers and representatives and any other person acting for it or them, not to) enter into any agreement or discussion with any other party regarding, or solicit or entertain proposals for or about the sale or lease of any part of the Property or any other transactions or negotiations that would prohibit or adversely affect the sale of the Property to Purchaser or any other aspect of the transaction contemplated.

(Signatures on next page)

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date of mutual execution and delivery.

Purchaser	Seller
DP Homewood, LLC , an Illinois limited liability company	Village of Homewood
By:	By:
165.	Richard A. Hofeld Village President
Date:	Date:

# EXHIBIT A to Purchase & Sale Agreement

#### Legal Description of Property

Lots 1, 2, and 3 in Upham Subdivision Plat 2, being a resubdivision of Lot 1 of Upham Subdivision, in part of the Northwest Quarter of the Northwest Quarter of Section 1, Township 35 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois

Property Index Number: 31-01-100-012-0000 (includes this and other property)

Common address: 3043-3055 183<sup>rd</sup> Street, Homewood, Illinois 60430

#### EXHIBIT B to Purchase & Sale Agreement

#### Due Diligence Materials

- 1. A copy of any leases for the Property and all schedules, exhibits, riders, amendments, guaranties and memorandums of lease related thereto.
- 2. A copy of all vendor, property management and third-party agreements or contracts for the Property, including any maintenance agreements.
- 3. A copy of any and all environmental reports from Seller or its predecessor, in Seller's possession, including, but not limited to, any existing phase I environmental site assessments reports, Phase II reports, asbestos reports, asbestos correspondence, and any other environmental reports, and correspondence with any governmental agencies relating to the Property.
  - 4. Copies of any surveys of the Property.
- 5. Copies of any soils reports or geotechnical reports, and engineering studies, if any.
- 6. Copy of Seller's owner's title policy and any current title commitments for the Property and all recorded title documents referenced therein.
- 7. Copies of any plats or proposed plats related to the subdivision or consolidation of the Property and surrounding parcels.
  - 8. Copies of the current real estate tax bills for the Property.
- 9. Copies of any declarations, reciprocal easement agreements, development agreements, easement agreements, use restrictions, deed restrictions, rights of first refusal, property owner's association documents, property owner's rules and regulations, bylaws and articles of organization.



#### **BOARD AGENDA MEMORANDUM**

DATE OF MEETING: May 14, 2024

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Angela Mesaros, Director of Economic and Community Development

**Topic:** Solicitation of Alternative Bids and Proposals for the development of Village-owned Property at 2018-2020 Ridge Road

#### **PURPOSE**

Grace Yan Cui of Chicago Investment Group (CIG) 2018 Homewood LLC proposes to renovate the property at 2018-2020 Ridge Road, a Village-owned commercial property that is vacant. The proposal involves the renovation of the existing commercial building and interior build-out into a restaurant.

#### **PROCESS**

The subject property was formerly Karate for Kids. In 2020, the former owner donated the building to the Village for use by the Homewood Science Center. At the April 9, 2024 meeting, the Village Board approved an amendment to remove the building from the Village's lease to the Science Center in order to consider this property for commercial use.

Since the property is located within the Downtown TOD Tax Increment Financing District (TIF), the Village may sell the property to encourage the development of property. Before doing so, the Village must provide an opportunity for other interested parties to submit alternate development proposals. To initiate this process, the Village Board must pass an ordinance soliciting alternate proposals for the development of the property.

Alternate bids and proposals for the sale and development of the property must be submitted to the Village by 5:00 p.m. on Tuesday, June 11, 2024. This alternate bid/proposal solicitation will be open for 28 days. As alternate bids and proposals are received, they will be vetted by staff and submitted to the Village Board for their review at the June 11, 2024 Regular Board meeting, at 7:00 pm in the Village Hall.

#### **OUTCOME**

The property is ideally located in the center of downtown Homewood and the purchase and redevelopment will result in the revitalization of a vacant commercial property. This space will bring in tax revenue (currently the building is tax-exempt), potential sales tax, and additional foot traffic that will add to the vitality of downtown Homewood.



#### **FINANCIAL IMPACT**

Funding Source: No Financial Impact

Budgeted Amount: N/A

• Cost: \$0

#### **LEGAL REVIEW**

Completed

#### **RECOMMENDED BOARD ACTION**

Pass an ordinance directing the Village Manager to solicit alternate bids and proposals for the development of the property at 2018-2020 Ridge Road in the Downtown TOD Redevelopment Project Area.

#### **ATTACHMENT(S)**

Ordinance

#### ORDINANCE NO. M-2294

# AN ORDINANCE DIRECTING THE SOLICITATION OF ALTERNATE BIDS AND PROPOSALS FOR THE SALE AND REDEVELOPMENT OF 2020 RIDGE ROAD IN THE VILLAGE OF HOMEWOOD DOWNTOWN TOD REDEVELOPMENT PROJECT AREA

WHEREAS, the Village of Homewood ("Village") is contemplating the sale of real estate described in Section 1 of this Ordinance (the "Property") and located in the Downtown TOD Redevelopment Project Area; and

WHEREAS, the Village has received a proposal (the "Proposal") from Grace Yan Cui, CIG (Chicago Investment Group) 2018 Homewood LLC, to purchase the Property from the Village for a nominal amount and renovate it for use as a restaurant; and

WHEREAS, before agreeing to sell the real estate as contemplated in the Proposal, Section 11-74.4-4(c) of the Illinois Municipal Code (65 ILCS 5/11-74.4-4(c)) requires that the Village publicly disclose the terms of the Proposal and provide a reasonable opportunity for any other person to submit an alternate proposal or bid for the sale and redevelopment of the Property.

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

#### SECTION ONE - SOLICITATION OF ALTERNATE BIDS AND PROPOSALS:

The Village Manager and staff are hereby directed to solicit alternate bids and proposals for the sale and redevelopment of the following described property owned by the Village of Homewood:

Lot 5 in Block "E" in the Village of Homewood (formerly Hartford), a subdivision of the Northeast ¼ of the Southwest ¼ of Section 31, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel Identification No. 29-31-308-004-0000

Common Address: 2020 Ridge Road, Homewood, IL.

The Village Manager and staff shall publish the legal notice on the last page of this ordinance in a newspaper of general circulation within the Village of Homewood no later than May 17, 2024.

#### SECTION TWO - PROPOSAL AVAILABLE FOR INSPECTION

Upon passage of this ordinance, the Village Clerk shall make the entire Proposal available for public review in the Village Clerk's office during regular business hours and on the Village website.

#### SECTION THREE - DUE DATE FOR ALTERNATE BIDS AND PROPOSALS:

Alternate bids and proposals for the sale and development of the Property shall be submitted to the Village by 5:00 p.m. on Tuesday, June 11, 2024, at the Village Clerk's office in the Homewood Village Hall, 2020 Chestnut Road, Homewood, Illinois. Alternate bids and proposals will be presented at the Village Board meeting beginning at 7:00 p.m. on June 11, 2024, at the Homewood Village Hall.

#### **SECTION FOUR - EFFECTIVE DATE:**

This Ordinance shall be in full force and effect from and after its passage, approval, and publication under law.

PASSED and APPROVED this 14th day of May 2024.

Village President

ATTEST:

Village Clerk

AYES: \_\_\_\_ NAYS: \_\_\_ ABSTENTIONS: \_\_\_ ABSENCES: \_\_\_

### LEGAL NOTICE VILLAGE OF HOMEWOOD

# SOLICITATION OF ALTERNATE BIDS AND PROPOSALS FOR THE SALE AND DEVELOPMENT OF PROPERTY IN A TAX INCREMENT REDEVELOPMENT PROJECT AREA

Notice is hereby given that the Village of Homewood is soliciting bids and proposals for the sale and development of the following described municipally owned property within the Downtown TOD Redevelopment Project Area:

Lot 5 in Block "E" in the Village of Homewood (formerly Hartford), a subdivision of the Northeast ¼ of the Southwest ¼ of Section 31, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel Identification No. 29-31-308-004-0000

Common Address: 2020 Ridge Road, Homewood, IL.

Grace Yan Cui, CIG (Chicago Investment Group) 2018 Homewood LLC, proposes to purchase the property from the Village for \$1.00 and renovate the existing commercial building into a restaurant.

Copies of the entire proposal are available for public review in the Village Clerk's office at the Homewood Village Hall, 2020 Chestnut Road, Monday through Friday, 8:00 a.m. to 5:00 p.m., and on the village website: village.homewood.il.us. [INSERT THE EXACT URL FOR THE PROPOSAL]

Alternate proposals must be received at the Village Clerk's office in the Homewood Village Hall, 2020 Chestnut Road, Homewood, Illinois, by 5:00 p.m. on Tuesday, June 11, 2024. All such proposals will be publicly opened and read at the Village Board meeting beginning at 7:00 p.m. on June 11, 2024.

Persons with questions may contact Director of Economic & Community Development Angela Mesaros at (708) 206-3387 or amesaros@homewoodil.gov.

Marilyn Thomas, Village Clerk



#### **BOARD AGENDA MEMORANDUM**

DATE OF MEETING: May 14, 2024

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Angela Mesaros, Director of Economic and Community Development

**Topic:** Economic Development Incentives – 2059 Ridge Road, Ridgewood

#### **PURPOSE**

R. Scott Donkel recently purchased the mixed-use commercial/residential building at 2059 Ridge Road. Mr. Donkel is in the process of a major renovation of the entire building and remodeling of *The Ridgewood* (formerly Ridgewood Tap) on the first floor. Mr. Donkel has requested financial assistance for the build-out of the Ridgewood business and structural renovations to the building and property. The Village proposes to provide \$56,240 of assistance.

#### **PROCESS**

Mr. Donkel plans to invest a total of approximately \$600,000 to re-open the tavern on the first floor and to renovate the apartments on the second floor at 2059 Ridge Road.

The Village's participation in the incentive programs would include reimbursement of 50% of the eligible renovation costs, which include structural improvements, replacement of lead water lines, signage, and improvements to the back patio and parking lot, not to exceed \$56,240.

When developing this incentive recommendation, staff considered the following:

- The total recommended financial incentive is approximately 9% of the total build-out costs for the building (\$600,000), which is less than the 50% maximum available under the Business Incentive Program.
- The Ridgewood Tap is located in one of the original Homewood buildings, dating back to approximately 1890 (Brinkman's Saloon), and the business is a long-standing establishment. The building requires major renovations, including structural alterations.
- Many buildings in downtown Homewood face costs associated with modernizing spaces and bringing into compliance with building codes. The recommended funding will be used to make improvements to the building that will increase the long-term viability of the space.



 Projected annual sales are approximately \$420,000. Projected revenue to the Village of Homewood is \$12,600 annually = 1% sales tax (\$4,200) + 2% places of eating (\$8,400).

#### **OUTCOME**

This establishment will bring in additional foot traffic and add to the vitality of the downtown. The incentive amount is comparable to recent incentives given to restaurants, such as Bergstein's and EMPANADUS.

#### **FINANCIAL IMPACT**

- Funding Source: General Fund (Assigned Fund Balance for Non-TIF Incentives)
  This property is located within the Downtown TOD TIF District. TIF increment may be used to pay back the General Fund as the increment becomes available.
- Total Incentive Amount: \$56,240.00

#### **LEGAL REVIEW**

Completed

#### **RECOMMENDED BOARD ACTION**

Approve a resolution authorizing the Village President to enter into a redevelopment agreement with R. Scott Donkel to reimburse eligible expenses for the renovation of the building at 2059 Ridge Road.

#### ATTACHMENT(S)

Resolution and Redevelopment Agreement

#### **RESOLUTION NO. R-3184**

A RESOLUTION APPROVING A REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF HOMEWOOD AND R. SCOTT DONKEL LLC FOR PROPERTY AT 2059 RIDGE ROAD IN THE VILLAGE OF HOMEWOOD DOWNTOWN TOD REDEVELOPMENT PROJECT AREA

WHEREAS, Section 11-74.4-4 of the Illinois Municipal Code (65 ILCS 5/11-74.4-4) authorizes a municipality to contract with a property owner to renovate or rehabilitate an existing stricture within a redevelopment project area; and

WHEREAS, Section 8-1-2.5 of the Illinois Municipal Code (65 ILCS 5/8-1-2.5) authorizes municipalities to appropriate and expend funds for economic development purposes, including, without limitation, making grants to any other governmental entity or commercial enterprise deemed necessary or desirable for the promotion of economic development within the municipality; and

WHEREAS, R. Scott Donkel, LLC has submitted a request to be partially reimbursed for the cost to renovate the property at 2059 Ridge Road; and

WHEREAS, the President and Board of Trustees of the Village of Homewood find it to be in the Village's best interest to enter into the redevelopment agreement attached as Exhibit A in furtherance of the goals of the Downtown TOD Redevelopment Plan and Project.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Homewood:

#### SECTION ONE - APPROVAL OF REDEVELOPMENT AGREEMENT:

The redevelopment agreement attached as Exhibit A to this resolution is approved and the Village President is authorized to execute the same on behalf of the Village.

#### **SECTION TWO - EFFECTIVE DATE:**

This resolution shall be in full force after its passage, approval, and publication in accordance with the law.

# PASSED and APPROVED this 14th day of May, 2024

		Village Pr	esident	
ATTEST:				
Villa	ge Clerk	_		
AVEC.	NIAVC.	A BCTENITIONIC:	A DCENICEC.	

# EXHIBIT A - REDEVELOPMENT AGREEMENT 2059 RIDGE ROAD HOMEWOOD, ILLINOIS

# AGREEMENT TO REIMBURSE ELIGIBLE EXPENSES TO REHABILITATE COMMERCIAL PROPERTY LOCATED AT 2059 RIDGE ROAD IN THE DOWNTOWN TOD TAX INCREMENT FINANCING DISTRICT IN THE VILLAGE OF HOMEWOOD, ILLINOIS

This Agreement is made and entered on May 14, 2024, between R. Scott Donkel, LLC ("Building Owner") and the Village of Homewood, an Illinois municipal corporation ("Village").

WHEREAS, Building Owner has requested financial assistance from the Village for improvements to an existing mixed-use commercial/residential building within the village's B-1 Central Business District; and

WHEREAS, the Building Owner has obtained bids with the lowest bids for structural repair, new water main, updates to the signage, improvements to the patio and parking lot, totaling \$112,481; and

WHEREAS, the Village is desirous of having the Building Owner update the property, thereby enhancing the economic viability of the village and promoting public health and safety; and

WHEREAS, the Building Owner represents and warrants that without financial assistance from the Village, the Project as contemplated would not be economically feasible; and

WHEREAS, Section 8-1-2.5 of the Illinois Municipal Code (65 ILCS 5/8-1-2.5) authorizes municipalities to appropriate and expend funds for economic development purposes, including, without limitation, making grants to any other governmental entity or commercial enterprise deemed necessary or desirable for the promotion of economic development within the municipality; and

WHEREAS, Section 11-74.4-4 of the Illinois Municipal Code (65 ILCS 5/11-74.4-4) authorizes a municipality to enter into a contract with a property owner to renovate or rehabilitate an existing stricture within a redevelopment project area.

NOW, THEREFORE, in exchange for the mutual promises and considerations set forth herein, the Building Owner and Village agree as follows:

1. As authorized by the President and Board of Trustees of the Village of Homewood on May 14, 2024, and subject to the terms of this Agreement, the Village of Homewood agrees to reimburse the Building Owner for the cost of certain rehabilitation work to be undertaken on the building commonly known as 2059 Ridge Road, Homewood, Illinois ("Property"), located in the B-1 Central Business District as defined by the Homewood Zoning Ordinance. The legal description of the Property is attached as Exhibit A to this Agreement.

- 2. The work eligible for reimbursement ("Work") is described in Exhibit B to this Agreement. Building Owner has supporting bids for repairs/renovations to the property totaling \$112,481. The Village agrees to reimburse Building Owner \$56,240, representing fifty percent (50%) of the cost of said Work.
- 3. Building Owner shall be responsible for executing all contracts in connection with said Work and ensuring that the Work is completed in accordance with said contracts. The Building Owner shall furnish the Village with copies of all contracts for said Work. All Work shall comply with all local codes.
- 4. Within sixty (60) days of the completion of the Work contemplated under this agreement, the Building Owner shall submit a written reimbursement request to the Village's Community Development Department along with the following documentation:
- A. Copies of cancelled check(s) or other evidence that Building Owner has paid for the Work;
- B. Lien waivers from all general contractors, subcontractors, and materialmen who provided services or materials for the Work.
- 5. Failure to submit a written reimbursement request within sixty (60) days of the completion of the Work contemplated under this agreement shall be grounds for the Village to deny reimbursement. Building Owner's failure to submit a reimbursement request shall not constitute a default under this Agreement.
- 6. Changes, additions, revisions or deletions to the plans and/or construction documents originally submitted to the Village must be approved by the Village in writing. The Village will review such proposed changes within a reasonable time. However, the Village assumes no responsibility for any delay or additional cost incurred because of this requirement. Final construction shall comply with the approved plans.
- 7. Building Owner shall not be entitled to reimbursement from the Village under this Agreement if the final construction deviates from the previously approved plans and/or does not comply with all local codes.
- 8. Building Owner shall allow Village inspectors reasonable access to the Property to determine that the Work complies with the approved plans and local codes.
- 9. Building Owner shall require all contractors performing the Work to provide worker's compensation and liability insurance in amounts satisfactory to the Village, naming the Village and the Building Owner as additional insured.
- 10. Building Owner agrees to comply with all Federal, State, and local laws and regulations. Building Owner also agrees that it will notify all contractors and subcontractors of their obligation to comply with the Prevailing Wage Act if applicable.
- 11. Building Owner shall require each contractor to indemnify and hold the Village harmless from all claims arising out of this Agreement resulting from the

Building Owner's or contractor's negligence, including claims for personal injury, wrongful death and property damage. Building Owner agrees to indemnify and hold the Village harmless from all such claims arising out of this Agreement resulting from the Building Owner's negligence or willful and wanton conduct.

- 12. Building Owner hereby agrees to complete Work within twelve (12) months of the execution of this agreement. Failure to complete said Work shall constitute a default under this Agreement.
- 13. Upon completion of the Work, the Building Owner hereby agrees to maintain the subject property, including landscaping, in compliance with all applicable Village codes. Failure to comply with Village codes constitutes a default under this Agreement.
- 14. Should either party be in default under this Agreement, the non-defaulting party shall give written notice of such default by certified mail with postage prepaid, or by personal delivery. Notice by certified mail shall be considered given when deposited in the United States mail. Should such default remain uncured twenty-one (21) days after the giving of such notice, the non-defaulting party shall have the right to terminate this Agreement by giving written notice of such termination in the same manner and under the same terms as the notice of default. Either party may also seek to enforce its rights under this Agreement as authorized by law.
- 15. Should either party initiate litigation against the other to enforce the terms of this Agreement, the successful litigant shall be entitled to recover court costs and reasonable attorney fees.
- 16. If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.
- 17. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
- 18. This Agreement does not constitute a general obligation of the Village and Building Owner acknowledges that the Village has no obligation hereunder to make any payments to Building Owner from any funds other than the Downtown Homewood Business Incentive Program Fund.
- 19. In the event of a conflict in the provisions of the text of this Agreement and the exhibits attached hereto, the text of the Agreement shall control and govern.
- 20. Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or

be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

- 21. A Memorandum of this Agreement substantially similar to Exhibit C shall be recorded by the Village and shall be binding on the Building Owner.
  - 22. Notices under this Agreement shall be sent as follows:

# To the Village:

Village Manager Village of Homewood 2020 Chestnut Rd. Homewood IL 60430

# To the Building Owner:

R. Scott Donkel, LLC 1126 Dartmouth Road Flossmoor, IL 60422

#### With a copy to:

Christopher J. Cummings Village Attorney 2024 Hickory Rd., Suite 205 Homewood IL 60430 **With a copy to:** 

23. Building Owner shall return three (3) signed copies of this agreement to the Community Development Department within thirty (30) days of receipt. The Village reserves the right to rescind this Agreement if Building Owner fails to return the signed Agreements as specified.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the above day and date.

VILLAGE OF HOMEWOOD	Building Owner
By: Village President	By: R. Scott Donkel, LLC, an Illinois Limited Liability Company
ATTEST:	Signed and sworn to before me on, 2024
Village Clerk	 Notary Public

#### EXHIBIT A

# Legal Description:

Lot 1 in Homewood Improvement Corporation Resubdivision of Lots 1, 2, and 3 in Block "A" in the Village of Hartford (now called Homewood) a Subdivision of the Northeast Quarter of the Southwest Quarter of Section 31, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 2059 Ridge Road

PIN: 29-31-310-017-0000

# EXHIBIT B

Description of Work	Cost
Structural Repairs	\$43,463
Water Main Replacement	\$23,500
Signage	\$11,518
Back patio and parking lot repair and renovation	\$34,000
TOTAL	\$112,481

# MEMORANDUM OF AGREEMENT

(EXHIBIT C)

On May 14, 2024, the VILLAGE OF HOMEWOOD, Cook County, Illinois ("VILLAGE") and R. Scott Donkel, LLC ("BUILDING OWNER"), entered into a Redevelopment Agreement covering the following property:

Lot 1 in Homewood Improvement

Legal Description: Corporation Resubdivision of Lots 1, 2, and

3 in Block "A" in the Village of Hartford (now called Homewood) a Subdivision of the Northeast Quarter of the Southwest Quarter of Section 31, Township 36 North,

Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent index number: 29-31-310-017-0000

Address of Real Estate: 2059 Ridge Road, Homewood, Illinois 60430

The Agreement provided reimbursement of certain eligible redevelopment costs concerning the subject property.

The said Agreement contains additional provisions, including Building Owner's obligation to repay funds to the Village if the business ceases operation within three (3) years after the Work has been completed.

VILLAGE OF HOMEWOOD	R. Scott Donkel, LLC		
Ву:	Ву:		
Richard A. Hofeld, Village President	Scott Donkel, Owner		
Signed and sworn to before me by Richard A. Hofeld on, 2024.	Signed and sworn to before me by Scott Donkel on, 2024.		
 Notary Public	– – Notary Public		

This document prepared by and return to: Christopher J. Cummings, Village Attorney, Village of Homewood, 2024 Hickory Rd., Suite 205, Homewood IL 60430



#### **BOARD AGENDA MEMORANDUM**

Through: Napoleon Haney, Village Manager

To: Village President and Board of Trustees

From: Angela Mesaros, Director of Economic and

**Community Development** 

**Topic:** Case 24-06: Special Use Permit for Motor Vehicle

Rental



DATE OF MEETING: May 14, 2024

#### **PURPOSE**

The applicant, Lakeisha Williams of 119 Tranzit, requests a special use permit to operate a *motor vehicle rental facility at 17803 Bretz Drive*. The applicant's business will include motor vehicle rental and minor auto service, including paintless dent repair and other light automotive repair services. The business is proposed to be located in the M-1 Limited Manufacturing zoning district. The Homewood Zoning Ordinance classifies motor vehicle rental uses as a special use in the M-1 District to allow the Planning and Zoning Commission to evaluate each requested special use permit individually, consider the impact of the proposed use on neighboring properties, and the public need for the proposed use at the subject location.

#### **PROCESS**

The subject property is a *multi-tenant commercial center* with a gross floor area of 1,850 square feet. The building is located on a 3.58-acre site. The minimum lot size for the proposed use is three acres; this property meets this standard. The commercial center has 15 commercial tenant spaces. The existing tenant mix in the building includes a brewery, a motorcycle repair facility, and a plumbing contractor.

On April 25, 2024, the Planning and Zoning Commission considered the request for a special use permit in a public hearing. All commission members were present and voted unanimously (5-0) to recommend approval of the special use permit.

#### **OUTCOME**

The Planning and Zoning Commission reviewed the application, heard testimony by the applicant, considered the applicant's response to the Standards for a Special Use, and incorporated the Findings of Fact into the record:

1. The subject property is located at 17803 Bretz Drive and is within the M-1 Limited Manufacturing zoning district.



- 2. The applicant, Lakeisha Williams, is the proprietor of the proposed motor vehicle rental facility, 119 Tranzit. The property owner is Gentral Brooks.
- 3. The proposed use, cited by the applicant as a "motor vehicle repair and rental facility," is classified as a motor vehicle rental use, per definitions outlined in Section 44-09 of the Village Zoning Ordinance.
- 4. The applicant, Lakeisha Williams, has requested a Special Use Permit in the M-1 zoning district to operate the motor vehicle rental use, as required per Table 44-03-04 of the Village Zoning Ordinance.
- 5. The proposed use will be in a tenant space totaling 1,850 square feet.
- 6. The applicant has not proposed additions to the gross floor area, nor modifications to the site layout or exterior of the existing building.
- 7. The applicant meets the required use-specific standards for the proposed use, per Section 44-04-09.D of the Village Zoning Ordinance, which requires motor vehicle rental to meet specific standards through the duration of the operation of the use.
- 8. The proposed use is located within a multi-tenant shopping center; 78 spaces are required for the 23,400 sq. ft. shopping center. The subject tenant space requires a minimum of six parking spaces dedicated to the proposed use.
- 9. The subject site has 145 parking spaces. The use complies with off-street parking requirements per Section 44-05-01 of the Village Zoning Ordinance.

#### **FINANCIAL IMPACT**

Funding Source: N/ABudgeted Amount: N/A

Cost: N/A

#### **LEGAL REVIEW**

Completed

#### **RECOMMENDED BOARD ACTION**

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, subject to the following conditions:

- 1. No more than four parking spaces shall be utilized for overnight vehicle storage, including vehicles available for rent or serviced vehicles.
- All vehicle storage shall be located within marked off-street parking spaces. No vehicles shall be stored in a manner that impedes building access or access to the rear drive aisle of the site.
- 3. Any vehicle receiving service shall not be stored on the site for greater than 30 days, as required for uses providing automotive repair service.



- 4. No materials used for the service of rental vehicles or private vehicles shall be stored in outdoor areas.
- 5. No vehicle storage shall occur in a location which creates obstructions to traffic circulation on public streets.
- 6. No vehicle repair services offered with the proposed use shall include the services classified as auto body repair in the Village of Homewood Zoning Ordinance, including but not limited to major painting and undercoating services, engine rebuilding, reconditioning of motor vehicles, collision repair services such as body, frame, or fender straightening and repair, overall painting or undercoating.

#### ATTACHMENT(S)

Ordinance

#### ORDINANCE NO. M-2295

# AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO ALLOW OPERATION OF A MOTOR VEHICLE RENTAL FACILITY AT 17803 BRETZ DRIVE IN HOMEWOOD, COOK COUNTY, ILLINOIS.

**WHEREAS**, 65 ILCS 5/11-13-1 *et seq.* authorizes municipalities under 500,000 population to determine and vary the application of their zoning regulations relating to the use of land; and

**WHEREAS**, 65 ILCS 5/11-13-1.1 authorizes the granting of a special use by passage of an Ordinance in districts where such a permit is required; and

**WHEREAS**, a request has been received for a special use permit for motor vehicle rental at 17803 Bretz Drive; and

**WHEREAS**, the proposed use is to be located within an existing structure classified as a multi-tenant; and

**WHEREAS**, the subject property is located in the M-1, Limited Manufacturing zoning district; and

**WHEREAS**, motor vehicle rentals are allowed as a special use in the M-1, Limited Manufacturing zoning district; and

WHEREAS, use-specific regulations in Subsection 44-04-09D of the Village of Homewood Zoning Ordinance require that all motor vehicle rentals meet specific use standards, including a minimum lot size of 3 acres; and,

WHEREAS, the subject property meets the required use standards; and

WHEREAS, the Homewood Planning and Zoning Commission reviewed and considered the request at its regular meeting on April 25, 2024, and recommended approval of a special use permit to allow the operation of motor vehicle rental; and

**WHEREAS**, the President and Board of Trustees of the Village of Homewood, Cook County, Illinois deem it appropriate and are willing to grant a special use permit, subject to the terms and provisions hereof.

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

#### **SECTION ONE - FINDINGS OF FACT:**

- 1. The subject property is located at 17803 Bretz Drive and is within the M-1 Limited Manufacturing zoning district.
- 2. The applicant, Lakeisha Williams, is the proprietor of the proposed motor vehicle rental facility, 119 Tranzit. The property owner is Gentral Brooks.
- 3. The proposed use, cited by the applicant as a "motor vehicle repair and rental facility," is classified as a motor vehicle rental use, per definitions outlined in Section 44-09-15 of the Village Zoning Ordinance.
- 4. The applicant, Lakeisha Williams, has requested a Special Use Permit in the M-1 zoning district to operate the motor vehicle rental use, as required per Table 44-03-04 of the Village Zoning Ordinance.
- 5. The proposed use will use a tenant space totaling 1,850 square feet of total floor area.
- 6. The applicant has not proposed additions to the gross floor area, nor modifications to the site layout or exterior of the existing building.
- 7. The applicant meets the required use-specific standards for the proposed use, per Section 44-04-09.D of the Village Zoning Ordinance, which requires motor vehicle rental facilities to meet specific standards through the duration of the operation of the use.
- 8. The proposed use is located within a multi-tenant shopping center; 78 spaces are required for the 23,400 sq. ft. shopping center. The subject tenant space requires a minimum of 6 parking spaces dedicated to the proposed use.
- 9. The subject site has 145 parking spaces. The use complies with off-street parking requirements per Section 44-05-01 of the Village Zoning Ordinance.

#### SECTION TWO - LEGAL DESCRIPTION:

The subject property is legally described as follows:

Unit C-3 together with its undivided percentage interest in the common elements in Homewood Business Park Condominium as delineated and defined in the Declaration recorded as Document No. 0923210013, as amended from time to time in the Southwest ¼ of the Northwest ¼ of Section 33, Township 36 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

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Permanent Index Number: 29-33-100-067-1001

Common Address: 17803 Bretz Drive

Homewood, IL 60430

#### SECTION THREE - ISSUANCE OF SPECIAL USE PERMIT:

A special use permit is hereby granted to 119 Tranzit, applicant Lakeisha Williams to operate a motor vehicle rental facility at the above-described property.

#### **SECTION FOUR - CONDITIONS:**

- 1. No more than 4 parking spaces shall be utilized for overnight vehicle storage, including vehicles available for rent or serviced vehicles.
- 2. All vehicle storage shall be located within marked off-street parking spaces. No vehicles shall be stored in a manner that impedes building access or access to the rear drive aisle of the site.
- 3. Any vehicle receiving service shall not be stored on the site for greater than 30 days, as required for uses providing automotive repair service.
- 4. No materials used for the service of rental vehicles or private vehicles shall be stored in outdoor areas.
- 5. No vehicle storage shall occur in a location that creates obstructions to traffic circulation on public streets.
- 6. No vehicle repair services offered with the proposed use shall include the services classified as auto body repair in the Village of Homewood Zoning Ordinance, including but not limited to major painting and undercoating services, engine rebuilding, reconditioning of motor vehicles, collision repair services, such as body, frame, or fender straightening and repair, overall painting or undercoating.

#### SECTION FIVE - ADDITIONAL MATERIALS TO BECOME PART OF THIS ORDINANCE:

The following documents are hereby made part of this Ordinance:

The Homewood Planning and Zoning Commission minutes of April 25, 2024, as they relate to the subject zoning.

The Homewood Village Board minutes of May 14, 2024, as they relate to the subject zoning.

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# **SECTION SIX- RECORDING:**

The Village Attorney shall cause this Ordinance without attachments to be recorded in the Office of the Cook County Clerk – Recording Division.

PASSED	and APPROVED t	his 14 <sup>th</sup> Day of May.	
		Villag	ge President
	Village Clerk		
YEAS: _	NAYS:	ABSTENTIONS:	ABSENCES:



#### **BOARD AGENDA MEMORANDUM**

DATE OF MEETING: May 14, 2024

To: Village President and Board of Trustees

From: Napoleon Haney, Village Manager

**Topic:** Resolution Authorizing the Issuance of a Tax Increment Financing (TIF) Note

#### **PURPOSE**

The Village Board is requested to approve the attached resolution authorizing the issuance of a tax increment financing revenue note in the amount of \$4,718,377.70 as provided for in the redevelopment agreement between the Village of Homewood and HCF Homewood, LLC - the developer of the Hartford Building.

#### **PROCESS**

Tax Increment Financing (TIF) notes are used to reimburse a developer for its interest costs in paying for TIF eligible expenses. In the case of the Hartford Building, the Village of Homewood issues a Note to bear interest at a certain percentage. Now that the developer has completed construction of the Hartford building, the developer has certified that he has incurred or will incur \$4,718,377.70 in expenses that are eligible for reimbursement under the Tax Increment Financing Act.

The "note" provides that the principle and interest payment on the note are payable only from incremental taxes generated by the Hartford project. If the incremental taxes are insufficient to cover the principal and interest payments on the note, the unpaid interest will accumulate, but the general fund will not be responsible for payment. The note also provides that the Village will not be obligated to pay any unpaid principal or interest payments once the Downtown TOD TIF expires.

#### **OUTCOME**

N/A

#### **FINANCIAL IMPACT**

- Funding Source: Tax Increment from the Hartford Development
- **Budgeted Amount: N/A**

#### **LEGAL REVIEW**

Completed



#### **RECOMMENDED BOARD ACTION**

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.

#### **ATTACHMENT(S)**

- Resolution authorizing issuance of the TIF note
- Exhibit A Developer's TIF expense itemization
- Exhibit B DRAFT TIF note

#### RESOLUTION NO. R- 3185

# A RESOLUTION APPROVING ISSUANCE OF 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 AND THE VILLAGE OF HOMEWOOD

WHEREAS, ON July 27, 2021 the Village of Homewood and HCF Homewood LLC ("Developer") entered into a Redevelopment Agreement ("the Agreement") for property at the southwest corner of Ridge Road and Martin Avenue, now commonly known as The Hartford within the Downtown Transit Oriented Development Redevelopment Project Area; and

WHEREAS, the Agreement provided that once construction is completed, the Village would issue a revenue note (the "Note") payable to the Developer for its TIF eligible expenses that have not been reimbursed; and

WHEREAS, the Agreement calls for the Note to bear interest at 9.5%; and

WHEREAS, the Developer has completed construction and has certified that it has incurred or will incur \$4,718,377.70 in expenses eligible for reimbursement under the TIF Act (65 ILCS 5/11-74.4-1 *et seq.*) as detailed in the attached Exhibit A; and

WHEREAS, the Note, attached as Exhibit B, provides that principal and interest payments on the Note are payable only from incremental taxes generated by The Hartford project, and that if incremental taxes are insufficient in any year, the unpaid interest shall accumulate but shall not be a general obligation of the Village; and

WHEREAS, the Note also provides that the Village shall not be obligated to pay any unpaid principal or interest at the termination of the Downtown TOD TIF.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Homewood:

#### SECTION ONE - APPROVAL OF NOTE:

The Tax Increment Revenue Note attached as Exhibit B in the amount of \$4,718,377.70 is approved and the Village President, Village Clerk, and Finance Director are authorized to execute the Note on the Village's behalf.

# **SECTION TWO - EFFECTIVE DATE:**

This resolution shall be in full force after its passage, approval, and publication in accordance with the law.

PASSED and APPROVED this 14th day of May, 2024.

		Village Pı	resident	
ATTEST:				
Villa	ge Clerk	_		
AYES:	NAYS:	ABSTENTIONS:	ABSENCES:	

# **Exhibit A**

Developer's Itemization of Expenses Eligible for Reimbursement under the TIF Act

# **Exhibit B**

Taxable Non-Recourse Subordinate Lien
Tax Increment Revenue Note

## 2/26/2024

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Land Cost	TIF ELIGIBLE			\$1.00
Site Work	Carlson Construction Sawcore - Site work Geocon - Geotech Geocon - Geotech Sub-Total	\$509,858.07 \$1,800.00 \$4,885.00 \$8,996.00	CNB - C Loan CNB - C Acct CNB - C Acct CNB - C Loan	\$525,539.07
Engineering	CM Lavoie CM Lavoie Sub-Total	\$15,000.00 \$40,937.00	CNB - C Acct CNB - C Loan	\$55,937.00
Architectural	Juris Juris Sub-Total	\$40,036.00 \$93,045.00	CNB - C Acct CNB - C Loan	\$133,081.00
Survey / Testing / Permits	W-T Group - MTS MEP - Three Sixty MEP - Three Sixty Geocon - Geotech Sec of State PERMIT - Fire Alarm PERMIT - Fire Sprinkler PERMIT - Building PERMIT - Foundation PERMIT - IEPA MGR - County Recorder PERMIT - Thorn Creek Secretary of State AEI - Phase One McKee - Asb Report Sub-Total	\$37,963.75 \$5,000.00 \$22,000.00 \$3,155.00 \$25.00 \$1,412.00 \$4,200.00 \$33,200.00 \$16,610.00 \$800.00 \$223.00 \$26,889.00 \$75.00 \$1,800.00 \$4,580.00	CNB - C Loan CNB - C Acct CNB - C CAcct CNB - C Acct	\$157,932.75
Appraisal & Market Study		\$8,450.00	CNB - C Loan	\$8,450.00

Real Estate Taxes			\$15,860.00	F&C	\$15,860.00
Legal & Consulting Fees	Sub-Total		\$66,158.00 \$50,317.00	CNB - C Acct CNB - C Loan	\$116,475.00
Builders Risk Insurnace	Sub-Total		\$8,987.75 \$52,435.00	CNB - C Acct CNB - C Loan	\$61,422.75
Broker Commision			\$35,080.00	CNB - C Loan	\$35,080.00
	Cula Tatal		\$2,576.25 \$12,102.50 \$12,500.00	CNB - C Acct CNB - C Loan CNB - C Acct	<b>ቀ</b> ባ7 170 75
Accounting	Sub-Total		\$557,246.58	CNB Loan	\$27,178.75
Construction Intersest Expens	e Sub-Total		\$120,000.00	F&C	\$677,246.58
Construction Loan Fee			\$45,125.00	CNB C Loan	\$45,125.00
Permanenet Loan Fee			\$30,915.20	CoVantage	\$30,915.20
Permanenet Loan Interest		19 yrs @ 30%	\$2,828,133.60	CoVantage	\$2,828,133.60
					\$4,718,377.70

CNB Checking Account CNB Construction Loan

# **DRAFT**

#### STATE OF ILLINOIS COUNTY OF COOK VILLAGE OF HOMEWOOD

TAXABLE NON-RECOURSE SUBORDINATE LIEN TAX INCREMENT REVENUE NOTE, SERIES 2021 (DOWNTOWN TRANSIT ORIENTED DEVELOPMENT TIF REDEVELOPMENT PROJECT AREA)

Note:	PRINCIPAL AMOUNT:
Registered	REGISTERED
No.	\$_4,718,377.70_

KNOW ALL PERSONS BY THESE PRESENTS that the VILLAGE OF HOMEWOOD, COOK COUNTY, ILLINOIS (the "Village"), a non-home rule municipality organized under the laws of the State of Illinois, for value received acknowledges itself to owe and promises to pay to the Registered Owner hereof, or registered assigns, the outstanding Principal Amount of this Note on the Final Maturity hereof. "Final Maturity" means the earliest to occur of (a) the date on which the Village has provided for or payment in full of all principal of and interest on this Note or (b) the earlier of (i) the date which is 20 years from the Dated Date or (ii) April 25, 2040, the date of the expiration of the Redevelopment Project Area, as provided in the hereinafter defined Redevelopment Agreement, and to pay interest at the hereinafter defined Interest Rate (computed based on a 360-day year of twelve 30-day months) on such Outstanding Principal Amount on April 25 of each year (being the "Regular Interest Payment Date") until paid, commencing on the first April 25 following the Dated Date on which funds are available and on deposit in the hereinafter defined Note Fund, except as the hereinafter stated provisions for redemption before maturity may and shall become applicable. The Interest Rate is a rate percent per annum equal to 9.50 %. The Dated Date hereof shall be deemed to be the date of issuance of this Note.

Interest on this Note paid from the Pledged Moneys (as hereinafter defined) is due of each year until the earlier of Final Maturity or until this Note is paid in full. Interest when due ("Current Interest") shall be paid from the later of the Dated Date or from the most recent Regular Interest Payment Date to which interest has been paid or duly provided for, until the principal Note is paid or duly provided for, as provided from the EGVTP Sub-Account of the Downtown Transit Oriented Development TIF Redevelopment Project Area Special Tax Allocation Fund (the "Note Fund"), and if funds on deposit and to the credit thereof are insufficient for such purpose and the Village has complied with its obligations to deposit said funds into the Note Fund pursuant-to the Redevelopment Agreement, then such failure to pay shall not in and of itself constitute an event of default, but such interest shall be recorded by the Note Registrar as Deferred Accrued Interest ("Deferred Accrued Interest"). The order of payment of interest on this Note shall be first, Deferred Accrued Interest, second, Current Interest, and next, mandatory redemption of the outstanding Principal Amount. Failure to pay when due any installment of Current Interest or any amount of Outstanding Principal Amount due to insufficiency of the hereinafter defined Developer's Incremental Taxes, whether at a Regular Interest Payment Date, at Stated Maturity, Final Maturity or otherwise, shall in no event be deemed to be an event of default. The Registered Owner of this Note, by acceptance hereof, expressly agrees and acknowledges that (i) there may be Deferred Accrued Interest hereon, that is, that Current Interest may not have been paid, with no special notation having been made upon this Note, and (ii) the amounts due of outstanding Principal Amount hereof and interest are subject to adjustment as provided in the defined Redevelopment Agreement.

The principal of this Note shall be payable by check of draft in lawful money of the United States of America upon presentation at the principal office maintained for the purpose by the Village Treasurer, as paying agent and note registrar (the "Note Registrar"). Interest on this Note shall be paid to the Registered Owner hereof as shown on the Register at the close of business on the [15th day of the month immediately before /1st day of the month of] the Regular Interest Payment Date. Interest shall be paid by check or draft of the Village, payable upon presentation thereof in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on the Register or at such other address furnished to the Note Registrar in writing or as directed by such Registered Owner, all as provided in the hereinafter defined Note Ordinance.

This Note is also subject to mandatory redemption by operation of the Note Fund (as such term is hereinafter defined), at par plus accrued interest without premium, on any date, whenever an annual Accounting shall demonstrate that there is on deposit in the Note Fund an amount in excess of the sum of: (i) the principal of and interest due on any outstanding Tax Exempt Non-Recourse Senior Lien Tax Increment Revenue Notes (Downtown Transit Oriented Development TIF Redevelopment Project Area) due during the Note Year commencing on the succeeding such Accounting, plus (ii) the principal of and interest due on any outstanding Tax Exempt Non-Recourse Subordinate Lien Tax Increment Revenue Notes (Downtown Transit Oriented Development TIF Redevelopment Project Area) due during the Note Year commencing next succeeding such Accounting, plus (iii) the amount required to pay any interest reserve on this Note, plus all Deferred Accrued Interest, plus Current Interest due during the Note Year commencing on the next succeeding such Accounting, plus (iv) an amount not to exceed the greater of earnings on the Note Fund in the immediately preceding Note Year, or 1/12 of the principal and interest payments made on this Note in the prior Note Year. Notwithstanding the foregoing, this Note may not be prepaid for a period of ( ) years after the date of issuance, except as provided in the Redevelopment Agreement or unless otherwise agreed to by the Developer.

The Village covenants it will cause the Note Registrar to redeem this Note under the mandatory redemption required for this Note. Proper provision for mandatory redemption having been made, the Village covenants that the outstanding Principal Amount hereof to be redeemed shall be payable as at Stated Maturity.

This Note is also subject to redemption before maturity, at the option of the Village, in whole or in part, from any available funds, on any date on or after \_\_\_\_\_\_, 20\_\_, at the redemption price of par plus accrued interest to the date fixed for redemption.

Subject to the provisions of the hereinafter defined in the Redevelopment Agreement and any Ordinance authorizing the issuance of this Note (the "Note Ordinance"), this Note may be

transferred as a whole but not in part. Upon surrender of this Note at the principal office maintained for the purpose by the Note Registrar, accompanied by a written instrument or instruments of transfer in form satisfactory to the Note Registrar and duly executed by the Registered Owner or an attorney for such owner duly authorized in writing, the Note Registrar shall register this Note in the name of the new Registered Owner on the registration grid provided, and shall also enter the name and address of the new registered owner in the Note Registrar, or at the Registered Owner's option, the Note Registrar shall issue a new Note of the same maturity and terms and for the same aggregate principal amount to the transferee in exchange for this Note.

The person in whose name this Note is registered on the Note Register shall be deemed and regarded as the absolute owner hereof for all purposes, and payment of the principal of or interest shall be made only to or upon the order of the Registered Owner hereof or the owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon this Note to the extent of the sum or sums so paid.

This Note is issued under Division 74.4 of Article 11 of the Illinois Municipal Code (the "TIF Act"), and all laws amendatory thereof and supplemental thereto, and the principal of and interest, and premium, if any, hereon are payable solely from, on parity with any additional Taxable Non-Recourse Subordinate Lien Tax Increment Revenue Notes (Downtown Transit Oriented Development TIF Redevelopment Project Area) if issued under the Redevelopment Agreement and subordinate to any Tax Exempt Non-Recourse Senior Lien Tax Increment Revenue Notes (Downtown Transit Oriented Development TIF Redevelopment Project Area) and any Tax Exempt Non-Recourse Subordinate Lien Tax Increment Revenue Notes (Downtown Transit Oriented Development TIF Redevelopment Project Area) if issued under the Redevelopment Agreement, (i) the Developer's Incremental Taxes on deposit in and pledged to the Note Fund and (ii) the investment earnings thereon (the Developer's Incremental Taxes and the investment earnings thereon being, collectively, the "Pledged Moneys" under the Note Ordinance). This Note is being issued to pay or reimburse a portion of certain costs of a redevelopment project in the Redevelopment Project Area, all as described in proceedings adopted by the President and Board of Trustees of the Village (the "Corporate Authorities") under the Act and the Note Ordinance, and in the Redevelopment Agreement, to all the provisions of which the holder by the acceptance of this Note assents. Under the Act, the Note Ordinance, and the Redevelopment Agreement, the Incremental Property Taxes shall be deposited in the Special Tax Allocation Fund. Developer's Incremental Taxes on deposit in the Note Fund shall be used first and are pledged for paying the principal of and interest on this Note and then in making any further required payments to any funds and accounts as provided by the Note Ordinance.

Terms used but not defined herein shall have the same meaning as provided in the Note Ordinance and the Redevelopment Agreement. If any conflict arises between this Note and the Redevelopment Agreement, the Redevelopment Agreement shall control. The terms of the Redevelopment Agreement are incorporated into this Note by this reference thereto as if fully set forth herein.

This Note, together with the interest thereon, is a limited obligation of the Village, payable solely from the Pledged Moneys and the amounts on deposit in and pledged to the Note Fund as provided in the Note Ordinance and the Redevelopment Agreement. Additional obligations on a

parity with this Note may be issued as provided in the Redevelopment Agreement and the Note Ordinance provided. For the prompt payment of this Note, both principal and interest, as aforesaid, at Stated Maturity, the Pledged Moneys are irrevocably pledged. THIS NOTE SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE VILLAGE, NOR IS IT SECURED BY THE FULL FAITH AND CREDIT OF THE VILLAGE. THE NOTE IS PAYABLE SOLELY FROM DEVELOPER'S INCREMENTAL TAXES DEPOSITED FROM TIME TO TIME INTO THE NOTE FUND. INSUFFICIENCY OF THE NOTE FUND TO PAY INTEREST OR PRINCIPAL OBLIGATION RELATING TO THE VILLAGE WHEN DUE SHALL NOT BE A DEFAULT THEREON, AND NO HOLDER OF THIS NOTE SHALL HAVE ANY RECOURSE WHATSOEVER AGAINST THE VILLAGE IN THE EVENT THAT THE DEVELOPER'S INCREMENTAL TAXES ARE INSUFFICIENT TO PAY ANY INTEREST OR PRINCIPAL OBLIGATION WHEN DUE, WHETHER AT STATED MATURITY OR REDEMPTION.

The Village expressly finds and determines that the Final Maturity of this Note does not exceed the earlier of (i) the date which is twenty (20) years from the Dated Date or (ii) the twenty-third (23rd) anniversary of the date of designation by the Corporate Authorities of the Redevelopment Project Area, to-wit: April 25, 2040.

It is certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in issuing this Note did exist, have happened, been done and performed in regular and due form and time as required by law, and the Village covenants and agrees that it has provided for the segregation of the Pledged Moneys and that it will properly account for the taxes and will comply with all the covenants of and maintain the funds and accounts as provided by the Note Ordinance and the Redevelopment Agreement.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Note Registrar.

The tables and forms following the signatures on this Note and Registered Owner Notation are an integral part of this Note as if in each case fully set forth at this place and are incorporated herein by this reference.

IN WITNESS WHEREOF the Village has cause authorized facsimile signatures of its President an facsimile thereof to be affixed, all as of the data, 202	
	VILLAGE OF HOMEWOOD, COOK COUNTY, ILLINOIS
[SEAL] Attest:	By President, Village of Homewood, Cook County, Illinois
Village Clerk, Village of Homewood Cook County, Illinois  Date of Authentication:, 202_	
CERTIFICATE OF AUTHENTICATION  This Note is the Note described in the within mentioned Note Ordinance and is the Taxable Non-Recourse Subordinate Lien Tax Increment Revenue Note, Series 202_(Downtown Transit Oriented Development TIF Redevelopment Project Area), of the Village of Homewood, Cook County, Illinois.  VILLAGE TREASURER, as Note Registrar	Note Registrar and Paying Agent: Illinois
Ву	

PRINCIPAL AMOUNT:

REGISTERED

### STATE OF ILLINOIS COUNTY OF COOK VILLAGE OF HOMEWOOD

TAXABLE NON-RECOURSE SUBORDINATE LIEN TAX INCREMENT REVENUE NOTE, SERIES 202 ——

(DOWNTOWN TRANSIT ORIENTED DEVELOPMENT TIF REDEVELOPMENT PROJECT AREA)

Note:

REGISTERED

No		\$ <u>4,718,377.70</u>
	REGISTERED OWNER NOTATION	
the Village Treasurer, as Note only to or upon the order of	istered on the Note Register of the Registrar. The principal and interest the Registered Owner or such ow id unless signed by the Note Registr	st on this Note shall be payable vner's legal representative. No
Date of Registration	Name of Registered Owner	Signature of Village Treasurer