MEETING AGENDA



Board of Trustees Meeting Village of Homewood November 08, 2022 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 <u>comments@homewoodil.gov</u> or by placing written comments in the drop box outside Village Hall. Comments submitted before 4:00 p.m. on the meeting date will be distributed to all Village Board members prior to the meeting.

Please see last page of agenda for virtual meeting information.

- 1. Call to Order
- 2. <u>Pledge of Allegiance</u>
- 3. Roll Call
- 4. Introduction of Staff
- 5. Minutes:

<u>Consider</u> a motion to approve the minutes from the regular meeting of the Board of Trustees held on October 25, 2022.

6. Claims List:

<u>Consider</u> a motion to approve the Claims List of Tuesday, November 8, 2022 in the amount of \$696,746.43.

- 7. <u>Hear from the Audience</u>
- 8. <u>Appointment(s)</u>:
 - A. Appointment/Firefighters' Pension Board/Dennis Bubenik: Consider a motion to approve the appointment of Dennis Bubenik to the Firefighters' Pension Board for a three-year term ending on November 8, 2025.
 - B. Appointment/President Pro Tem/Trustee Jay Heiferman: Consider a motion to approve the appointment of Trustee Jay Heiferman as President Pro Tem.
- 9. <u>Proclamations</u>: The Village Clerk will read the following proclamations.
 - A. A Proclamation honoring Homewood Florist
 - B. A Proclamation honoring Mama & Me Pizzeria
- 10. <u>Omnibus Vote</u>: Consider a motion to pass, approve, authorize, accept, or award the following item(s):
 - A. Reappointments/Tree Committee: Approve the reappointment of Jason Baldauf to the TREE Committee for a three-year term ending on November 8, 2025, and the reappointment of Janet Hernandez to the TREE Committee for a three-year term ending on November 8, 2025.

- B. Incentive Agreement/2135 183rd Street/Nix Nax: Authorize the Village President to enter into an agreement with Ronald Nixon of Nix Nax to provide financial assistance from the Southwest Central Business District Tax Increment Financing Façade and Property Improvement Program in the amount of \$17,925 for building improvements at 2135 183rd Street.
- C. MC-1066/Liquor License/2059 Ridge Road/Ridgewood Tap: Pass an ordinance increasing the allowed number of class 1 liquor licenses by one for R. Scott Donkel, LLC d/b/a Ridgewood Tap at 2059 Ridge Road.
- D. Memorandum of Understanding/AFSCME Union: Approve the memorandum of understanding (MOU) between the Village of Homewood and the Public Works union represented as the American Federation of State, County, and Municipal Employees (AFSCME) AFL-CIO, Council 31, Local 2891. Approval of the MOU effectively closes the collective bargaining agreement until its expiration on April 30, 2025.
- E. Incentive Agreement/2155 183rd Street/Blueberry Hill: Authorize the Village President to enter into an agreement with George Nikolopoulos, of Blueberry Hill, to provide financial assistance from the Southwest Central Business District Tax Increment Financing Façade and Property Improvement Program in the amount of \$65,000 for building improvements at 2155 183rd Street.
- F. R-3129/Budget Amendment/Purchase of Real Estate/Sale of Surplus Property/174th Street: Approve a budget amendment in the amount of \$43,000 in the Northeast Tax Increment Financing District (TIF) Fund; authorize the purchase of Parcel T-1A-502.EX from the Illinois State Toll Highway Authority for \$43,000; and pass a resolution authorizing the sale of surplus real estate owned by the Village of Homewood consisting of a portion of the 174th Street right-of-way west of Halsted Street identified as Parcel T-1A-502.EX in the Village of Homewood.
- 11. New Business:

<u>Discussion/2022</u> Draft Tax Levy: Discuss the 2022 Real Estate Tax Levy and direct staff to publish a Truth in Taxation Hearing notice in the local newspaper, hold a Truth in Taxation hearing at the Village Board's December 13, 2022 meeting, and bring the appropriate 2022 real estate tax levy ordinances to the Village Board's December 13, 2022 meeting for approval.

- 12. General Board Discussion
- 13. Adjourn

Zoom Link: https://zoom.us/

 To View the Meeting via Computer or Smartphone - Type in: Zoom.us into any internet browser. Select: JOIN A MEETING from menu at top right of page. Meeting I.D.: 980 4907 6232 Meeting Password: 830183. Enter an email address (required), or

 To Listen to the Meeting via Phone - Dial: (312) 626-6799
 Enter above "Meeting I.D. and Meeting Password" followed by "#" sign

VILLAGE OF HOMEWOOD BOARD OF TRUSTEES MEETING TUESDAY, OCTOBER 25, 2022 VILLAGE HALL BOARD ROOM

<u>CALL TO ORDER</u>: President Hofeld called the regular meeting of the Board of Trustees to order at 7:00 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 Cece Belue, Trustee Julie Willis, Trustee Vivian Harris-Jones, Trustee Jay Heiferman and Trustee Lauren Roman. Trustee Lisa Purcell was absent.

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

<u>MINUTES</u>: The minutes of the meeting of October 11, 2022, were presented. There were no comments or corrections.

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

Roll Call: AYES—Belue, Willis, Harris-Jones, Heiferman and Roman.. NAYS –None. Motion carried.

<u>CLAIMS LIST</u>: The Claims List in the amount of \$421,980.82 was presented. There were no questions from the Trustees.

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

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

President Hofeld said two items totaled 60 percent of the Claims List: \$121,027.48 to the City of Harvey for water; \$131,330.74 for E-COM services.

<u>HEAR FROM THE AUDIENCE</u>: An AFSCME Council 31 representative addressed the board about a wage reopener for Public Works employees. President Hofeld said the matter would be discussed in closed session after the regular business is concluded.

<u>APPOINTMENT</u>: A motion was made by Trustee Roman and seconded by Trustee Willis to accept President Hofeld's nomination of Rev. Wanzette Ann Bilbrew as a member of the village's Ethics Commission.

<u>Roll Call:</u> AYES—Trustees Belue, Willis, Harris-Jones, Heiferman and Roman. NAYS –None. Motion carried. Clerk Thomas administered the oath of office to Rev. Bilbrew.

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

- A. M-2230/Special Use Permit/18664 Dixie Highway/NuSole Wellness Spa, LLC: Pass an ordinance granting a Special Use Permit for a Salon/Spa Establishment in the B-2 Community Business District for NuSole Wellness Spa, LLC at 18664 Dixie Highway.
- B. Agreement/TIF Incentive/18676 Dixie Highway/EMA Building Corporation: Authorize the Village President to enter into an agreement with EMA Building Corporation to provide financial assistance from the Southgate TIF Façade and Property Improvement Program in the amount of \$11,250 for building improvements at 18676 Dixie Highway.
- C. Bid Award/Leaf Pickup Services/Homewood Disposal Inc.: Award the bid for Contract Leaf Pickup Services to Homewood Disposal, Inc., of Homewood, IL, the sole bidder, in the amount of \$27,150 for a three-week leaf pickup program on November 16, 23, and 30, 2022, and two (2) one-year extensions of the contract, if agreed to by both parties.
- D. Agreement/DJM Real Estate, LLC/2001 Ridge Road: Authorize the Village President to enter into an agreement with Dana McDermott of DJM Real Estate, LLC to provide financial assistance from the non-TIF Business Incentive Program in the amount of \$8,000 for site improvements at 2001 Ridge Road.
- E. Agreement/Business Incentive Program/17501 Dixie Highway/Balagio Ristorante: Authorize the Village President to enter into an agreement with Mike Galderio of Balagio Ristorante to provide financial assistance from the non-TIF Business Incentive Program in the amount of \$3,500 for site improvements at 17501 Dixie Highway.
- F. R-3128/Mutual Release and Settlement Agreement/KM Homewood, LLC/3055 183rd Street: Pass a resolution authorizing the Village President to enter into a Mutual Release and Settlement Agreement with KM Homewood, LLC of Illinois, and accept a warranty deed in lieu of demolition from KM Homewood, LLC of Illinois for the property located at 3055 183rd Street, formerly occupied by Brunswick Zone and Big Lots. The village will now work with Cook County to clear up back taxes issues so that the property can be redeveloped.
- G. Redevelopment Agreement/Stoney Point Grill II, LLC/2033 Ridge Road: Authorize the Village President to enter into a redevelopment agreement with Stoney Point Grill II, LLC of Mokena, IL to reimburse eligible expenses for the construction of a restaurant at 2033 Ridge Road.

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

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

Mayor Hofeld introduced James Burke, owner of Stoney Point Grill. He said the Homewood location will be his second restaurant and will have seating for 160. Cuisine will be American style, hearty food. The restaurant will serve lunch and dinner. He hopes to have the business open by late spring or early summer.

<u>OLD BUSINESS</u>: Concept approval for 183rd Street lane reconfiguration: Approve the 183rd Street bike lane reconfiguration concept subject to available funding.

Public Works Director Schaefer outlined the work the tillage did by closing off lanes on 183rd Street from Morgan to Riegel in May 2022 at the suggestion of the Burns & McDonnell engineering study. The village informed the public of the 2-week change during two public hearings. When the road diet was conducted, traffic flow was reduced and speeds were reduced, in some cases from 45 mph to 25 or 30 mph.

By reducing traffic on 183rd Street, Schaefer said traffic patterns did shift to Ridge Road and 187th Street, and higher speeds than posted were registered on 187th Street.

The overall feedback was positive, and it is recommended that the board consider reducing 183rd Street from Morgan Avenue to Dixie Highway by the road died – two traffic lanes, a center turn lane and two bike lanes, if the Village can get funding for the work through the Illinois Traffic Enhancement Program. The cost is estimated at \$241,000 and a bi-yearly cost of \$34,000 to restripe the street.

Mr. Schaefer said at this time the Village will not be closing Gottschalk access to 183rd Street. That issue was studied, but he suggested further study. Residents have shared their gratitude for the public works efforts to divert traffic at Park Avenue to only turn right at 183rd Street. The village is also conducting a phase 1 engineering study on installing a traffic light at 183rd Street and Center Avenue.

Manager Haney said the board submitted supporting letters from District 153, District 233, the Homewood Library Board and others with the grant application to the Illinois Traffic Enhancement Program.

President Hofeld complimented Mr. Schaefer and his department crew for all the work on this project, and for conducting numerous public hearings on the traffic issues.

A motion was made by Trustee Roman and seconded by Trustee Heiferman to approve the road diet work once funding is available.

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

GENERAL BOARD DISCUSSION: Trustee Heiferman wished everyone a Happy Halloween.

<u>EXECUTIVE SESSION</u>: A motion was made by Trustee Roman and seconded by Trustee Harris-Jones for the Board to move into executive session to discuss collective bargaining for AFSCME under 5 ILCS 120/2(c)2.

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

The board moved to Executive Session at 7:27 p.m.

The board returned from Executive Session at 7:45 p.m.

A motion to adjourn the regular meeting of the Board of Trustees was presented by Trustee Heiferman and seconded by Trustee Harris-Jones.

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

The meeting adjourned at 7:45 p.m.

Respectfully submitted,

Marilyn Thomas Village Clerk

Name	Description	DEPARTMENT	Net Invoice Amount
ADVANCED AUTO PARTS	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	4.09
Total ADVANCED AUTO PAR	RTS:		4.09
AIR ONE EQUIPMENT INC	OPERATING SUPPLIES - FD	FIRE DEPARTMENT	207.85
Total AIR ONE EQUIPMENT	INC:		207.85
ALOHA DOCUMENT SERVICES	I HAUNTED HOMEWOOD SIGNS FOR WINNERS	MANAGER'S OFFICE	186.00
Total ALOHA DOCUMENT S	ERVICES INC:		186.00
ALTA EQUIPMENT COMPANY	BUSHHOG RENTAL	PUBLIC WORKS	595.00
Total ALTA EQUIPMENT CO	MPANY:		595.00
ALTORFER INDUSTRIES, INC	FALL FEST ELECTRIC SRVC	MANAGER'S OFFICE	5,942.38
Total ALTORFER INDUSTRI	ES, INC:		5,942.38
AMERICAN LAWN CORP LLC AMERICAN LAWN CORP LLC	GRASS CUTTING SHOPPING CARTS SHOPPING CARTS SHOPPING CARTS GRASS CUTTING TRIM OVERGRWON BUSHES GRASS CUTTING	FIRE DEPARTMENT FIRE DEPARTMENT FIRE DEPARTMENT FIRE DEPARTMENT FIRE DEPARTMENT FIRE DEPARTMENT	341.45 650.00 525.00 375.00 215.38 42.48 347.00
Total AMERICAN LAWN CO	RP LLC:		2,496.31
ANGELA MESAROS	TRAVEL EXPENSE - ICSC	MANAGER'S OFFICE	24.00
Total ANGELA MESAROS:			24.00
ARAMARK UNIFORM SERVICE ARAMARK UNIFORM SERVICE	OCTOBER 2022 MISC CHARGE OCTOBER 2022 RUGS/MATS OCTOBER 2022 TOWELS OCTOBER 2022 SERVICE CHARGE OCTOBER 2022 PW UNIFORMS OCTOBER 2022 PW UNIFORMS	PUBLIC WORKS PUBLIC WORKS	20.00 362.03 14.40 3.24 42.94 28.77 18.46 9.07 9.76 29.28 27.21 53.21 84.99 128.82 60.00 8.89 43.20 1,086.09
Total ARAMARK UNIFORM		-	2,030.36
ARC DOCUMENT SOLUTIONS	OCE PLOTTER PAPER USAGE	PUBLIC WORKS	8.27

Payment Approval Report - Claims List Report dates: 11/8/2022

Name	Description	DEPARTMENT	Net Invoice Amount
Total ARC DOCUMENT SOL	UTIONS:		8.27
ARTISTIC ENGRAVING	BADGES & HAT SHIELDS	POLICE DEPARTMENT	2,071.69
Total ARTISTIC ENGRAVING):		2,071.69
AVALON PETROLEUM COMPAN AVALON PETROLEUM COMPAN		ASSETS ASSETS	2,589.81 7,755.00
Total AVALON PETROLEUM	COMPANY:		10,344.81
BARBARA OTTO	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	502.40
Total BARBARA OTTO:			502.40
BERLAND'S HOUSE OF TOOLS BERLAND'S HOUSE OF TOOLS BERLAND'S HOUSE OF TOOLS	REPLACEMENT TOOL TRUCK SUPPLIES RETURN	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	489.99 298.93 1.00-
Total BERLAND'S HOUSE O	F TOOLS:		787.92
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES - FD	FIRE DEPARTMENT	120.16
Total BOUND TREE MEDICA	AL LLC:		120.16
BRUNOS TUCKPOINTING BRUNOS TUCKPOINTING	TUCKPOINTING SCIENCE CTR ANNEX TUCKPOINTING SCIENCE CTR ANNEX	PUBLIC WORKS PUBLIC WORKS	46,305.00 7,765.00
Total BRUNOS TUCKPOINTI	NG:		54,070.00
C & M PIPE SUPPLY	METER VAULT SUPPLIES	PUBLIC WORKS	265.00
Total C & M PIPE SUPPLY:			265.00
CHARLENE DYER	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	197.99
Total CHARLENE DYER:			197.99
CHICAGO TIRE INC.	L&M REPAIR PARTS	PUBLIC WORKS	145.00
Total CHICAGO TIRE INC .:			145.00
CHRISTOPHER J. CUMMINGS, F CHRISTOPHER J. CUMMINGS, F CHRISTOPHER J. CUMMINGS, F CHRISTOPHER J. CUMMINGS, F	 OCTOBER 2022 PROSECUTIONS OCTOBER 2022 GENERAL LEGAL 	MANAGER'S OFFICE PUBLIC WORKS EXPENSES PUBLIC WORKS MANAGER'S OFFICE	1,600.00 323.77 1,693.95 438.09 204.44 10,036.55
Total CHRISTOPHER J. CUN	/MINGS, P.C.:		14,296.80
CITY OF CHICAGO HEIGHTS	WATER PURCHASED 9/1-9/30/2022	PUBLIC WORKS	222,709.50
Total CITY OF CHICAGO HE	IGHTS:		222,709.50

COMCAST BUSINESS CORP FIBER INTERNET AND NETWORK CONNECTION 1,682.99

MANAGER'S OFFICE

Payment Approval Report - Claims List

3 Page:

Name	Description	DEPARTMENT	Net Invoice Amount
COMCAST BUSINESS CORP	TELEPHONE SERVICE	MANAGER'S OFFICE	380.92
Total COMCAST BUSINES	S CORP:		2,063.91
COMED	UTILITIES	PUBLIC WORKS	23.40
COMED	UTILITIES	PUBLIC WORKS	582.29
COMED	UTILITIES	PUBLIC WORKS	642.14
COMED	UTILITIES	PUBLIC WORKS	316.28
COMED	UTILITIES	PUBLIC WORKS	38.93
COMED	UTILITIES	PUBLIC WORKS	49.34
COMED	UTILITIES	PUBLIC WORKS	34.50
COMED	UTILITIES	PUBLIC WORKS	43.46
COMED	UTILITIES	PUBLIC WORKS	1,877.53
COMED	UTILITIES	PUBLIC WORKS	708.45
COMED	UTILITIES	PUBLIC WORKS	1,117.92
Total COMED:			5,434.24
CONCENTRIC INTEGRATION	FIREWALL REPLACEMENT AND SUPPORT	MANAGER'S OFFICE	1,285.00
Total CONCENTRIC INTEG	RATION:		1,285.00
CORE & MAIN LP	WATER MAIN T-BOLTS	PUBLIC WORKS	505.75
CORE & MAIN LP	YARD HYDRANT	PUBLIC WORKS	1,475.00
CORE & MAIN LP	B-BOX PARTS	PUBLIC WORKS	985.56
CORE & MAIN LP	SEWER CLAMPS	PUBLIC WORKS	910.46
CORE & MAIN LP	VAVLE BOX PARTS	PUBLIC WORKS	895.18
CORE & MAIN LP	MATERIAL RETURN	PUBLIC WORKS	472.84-
CORE & MAIN LP	10 INCH BLIND FLANGES	PUBLIC WORKS	1,252.04
CORE & MAIN LP	METER SUPPLIES	PUBLIC WORKS	532.00
CORE & MAIN LP	WATER MAIN CLAMPS	PUBLIC WORKS	295.97
Total CORE & MAIN LP:			6,379.12
CORE INTEGRATED MARKETIN	ADOPT A PLANTER SIGNS	PUBLIC WORKS	69.00
Total CORE INTEGRATED	MARKETING:		69.00
CRISTA MCGOWAN	WATER DEPOSIT REFUND	ASSETS	56.44
Total CRISTA MCGOWAN:			56.44
CVB	HOTEL TAX - SEPTEMBER 2022	ASSETS	913.03
Total CVB:			913.03
DAILY SOUTHTOWN	NEWSPAPER SUBSCRIPTION	MANAGER'S OFFICE	29.37
Total DAILY SOUTHTOWN:			29.37
DMC SECURITY SERVICE	ALARM REPAIR	PUBLIC WORKS	160.00
DMC SECURITY SERVICE	ALARM REPAIR - SCI CTR	PUBLIC WORKS PUBLIC WORKS	525.00
Total DMC SECURITY SER	VICE:		685.00
DUNLEAVY CONSTRUCTION C	2033 RIDGE DEMO PROJECT	EXPENSES	10,471.00

Name	Description	DEPARTMENT	Net Invoice Amount
Total DUNLEAVY CONSTRU	ICTION COMPANY:		10,471.00
EBEL'S ACE HARDWARE	VEHICLE MAINTENANCE SHOP SUPPLIES	PUBLIC WORKS	8.97
Total EBEL'S ACE HARDWA	RE:		8.97
EBONI GARNER	WATER DEPOSIT REFUND	ASSETS	78.60
Total EBONI GARNER:			78.60
ECO CLEAN MAINTENANCE IN	JANITORIAL SERVICE	PUBLIC WORKS	3,473.35
Total ECO CLEAN MAINTEN	IANCE INC:		3,473.35
EJ USA, INC.	6 FOOT HYDRANT	PUBLIC WORKS	4,956.62
Total EJ USA, INC.:			4,956.62
EXPERT CHEMICAL EXPERT CHEMICAL	OPERATING SUPPLIES - FD DISPOSABLE COMMODITIES	FIRE DEPARTMENT PUBLIC WORKS	693.12 816.17
Total EXPERT CHEMICAL:			1,509.29
FEDERAL EXPRESS	EXPRESS POSTAGE FEES	MANAGER'S OFFICE	569.72
Total FEDERAL EXPRESS:			569.72
FLEET SAFETY SUPPLY	VEHICLE MAINTENANCE - FD	FIRE DEPARTMENT	697.06
Total FLEET SAFETY SUPP	LY:		697.06
FORD OF HOMEWOOD FORD OF HOMEWOOD	POLICE DEPT REPAIR PARTS POLICE DEPT REPAIR PARTS PLOW TRUCK PARTS STREET DEPT REPAIR PARTS	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	22.49 20.63 53.36 183.69 34.88 52.86 129.90 1,207.72 667.08 131.25
Total FORD OF HOMEWOO	D:		2,503.86
GALLAGHER MATERIAL CORP GALLAGHER MATERIAL CORP	ASPHALT ASPHALT	PUBLIC WORKS PUBLIC WORKS	106.50 71.00
Total GALLAGHER MATERI	AL CORP:		177.50
GE SOFTWARE INC GE SOFTWARE INC	FUEL ISLAND MODEM FUEL ISLAND SOFTWARE	PUBLIC WORKS PUBLIC WORKS	1,189.80 1,968.00
Total GE SOFTWARE INC:			3,157.80
GILBARCO INC	FUEL SYSTEM AT PW	PUBLIC WORKS	846.00

Name	Description	DEPARTMENT	Net Invoice Amount
Total GILBARCO INC:			846.00
GOLDY LOCKS INC	DOOR REPLACEMENT	PUBLIC WORKS	2,824.00
Total GOLDY LOCKS INC:			2,824.00
HAWKINS, INC	CHLORINE TANK RENTAL	PUBLIC WORKS	190.00
Total HAWKINS, INC:			190.00
HEALY THOMAS	80% MEDICARE SUPPL REIMBURSEMENT	MANAGER'S OFFICE	832.68
Total HEALY THOMAS:			832.68
HELSEL JEPPERSON ELECTRI	ELECTRICAL SUPPLIES	PUBLIC WORKS	136.70
Total HELSEL JEPPERSON	ELECTRICAL:		136.70
HOMER TREE CARE, INC HOMER TREE CARE, INC HOMER TREE CARE, INC	TREE TRIMS EMERGENCY TREE REMOVAL TREE REMOVALS	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	2,925.00 1,000.00 5,650.00
Total HOMER TREE CARE,	NC:		9,575.00
HOMEWOOD DISPOSAL	STREET SWEEPING	PUBLIC WORKS	78.40
Total HOMEWOOD DISPOS	AL:		78.40
HR GREEN INC HR GREEN INC	PLAN REVIEW SERVICES PLAN REVIEWS FOR SEPTEMBER 2022	FIRE DEPARTMENT FIRE DEPARTMENT	3,487.88 8,175.00
Total HR GREEN INC:			11,662.88
ILLINOIS CENTRAL SWEEPING	STREET SWEEPING	PUBLIC WORKS	810.00
Total ILLINOIS CENTRAL SV	VEEPING:		810.00
ILLINOIS TOLLWAY	ILLINOIS TOLLWAY TOLLS	PUBLIC WORKS	117.70
Total ILLINOIS TOLLWAY:			117.70
INT'L MUNICIPAL LAWYERS AS	ANNUAL IMLA MEMBERSHIP FOR VILLAGE ATTY	MANAGER'S OFFICE	625.00
Total INT'L MUNICIPAL LAW	YERS ASSN.:		625.00
IPBC IPBC IPBC IPBC IPBC IPBC IPBC IPBC	NOVEMBER INSURANCE PREMIUM NOVEMBER INSURANCE PREMIUM	MANAGER'S OFFICE MANAGER'S OFFICE MANAGER'S OFFICE MANAGER'S OFFICE MANAGER'S OFFICE PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	1,531.87 2,795.88 8.51 1,634.28 1,883.46 987.28 153.86 4,635.22 1,707.10 2,545.31 2,406.74

Name	Description	DEPARTMENT	Net Invoice Amount
IPBC	NOVEMBER INSURANCE PREMIUM	PUBLIC WORKS	1,190.42
IPBC	NOVEMBER INSURANCE PREMIUM	PUBLIC WORKS	3,584.71
IPBC	NOVEMBER INSURANCE PREMIUM	PUBLIC WORKS	8,595.85
IPBC	NOVEMBER INSURANCE PREMIUM	PUBLIC WORKS	7,382.48
IPBC	NOVEMBER INSURANCE PREMIUM	FIRE DEPARTMENT	28,219.30
IPBC	NOVEMBER INSURANCE PREMIUM	FIRE DEPARTMENT	3,854.88
IPBC	NOVEMBER INSURANCE PREMIUM	FIRE DEPARTMENT	3,741.96
IPBC	NOVEMBER INSURANCE PREMIUM	POLICE DEPARTMENT	56,321.50
IPBC	NOVEMBER INSURANCE PREMIUM	POLICE DEPARTMENT	12,055.60
IPBC	NOVEMBER INSURANCE PREMIUM	POLICE DEPARTMENT	5,148.78
IPBC	NOVEMBER INSURANCE PREMIUM	POLICE DEPARTMENT	4,728.22
IPBC	NOVEMBER INSURANCE PREMIUM	MANAGER'S OFFICE	57,390.80
IPBC	NOVEMBER INSURANCE PREMIUM	PUBLIC WORKS	268.25
IPBC	NOVEMBER INSURANCE PREMIUM	PUBLIC WORKS	537.57
IPBC	NOVEMBER INSURANCE PREMIUM	PUBLIC WORKS	6,152.49
IPBC	NOVEMBER INSURANCE PREMIUM	PUBLIC WORKS	4,931.79
IPBC	NOVEMBER INSURANCE PREMIUM	PUBLIC WORKS	4,376.08
IPBC	NOVEMBER INSURANCE PREMIUM	PUBLIC WORKS	6,807.18
Total IPBC:			235,577.37
	PLUMBING INSPECTIONS		·
JAX INSPECTION PRO		FIRE DEPARTMENT	80.00
Total JAX INSPECTION PRO	r.		80.00
JESSICA ALEXANDER	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	95.99
Total JESSICA ALEXANDER:			95.99
JONES PARTS & SERVICE INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	119.74
JONES PARTS & SERVICE INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	226.86
JONES PARTS & SERVICE INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	512.84
JONES PARTS & SERVICE INC	WATER DEPT REPAIR PARTS	PUBLIC WORKS	508.66
Total JONES PARTS & SERV	/ICE INC:		1,368.10
KANKAKEE TRUCK EQUIPMEN	STREET DEPT REPAIR PARTS	PUBLIC WORKS	2,067.90
KANKAKEE TRUCK EQUIPMEN	STREET DEPT REPAIR PARTS	PUBLIC WORKS	1,291.96
KANKAKEE TRUCK EQUIPMEN	STREET DEPT REPAIR PARTS	PUBLIC WORKS	770.00
KANKAKEE TRUCK EQUIPMEN	STREET DEPT REPAIR PARTS	PUBLIC WORKS	389.38
KANKAKEE TRUCK EQUIPMEN	STREET DEPT REPAIR PARTS	PUBLIC WORKS	867.71
KANKAKEE TRUCK EQUIPMEN	WATER DEPT REPAIR PARTS	PUBLIC WORKS	547.67
KANKAKEE TRUCK EQUIPMEN	STREET DEPT REPAIR PARTS	PUBLIC WORKS	776.95
KANKAKEE TRUCK EQUIPMEN	STREET DEPT REPAIR PARTS	PUBLIC WORKS	2,724.00
KANKAKEE TRUCK EQUIPMEN	STREET DEPT REPAIR PARTS	PUBLIC WORKS	1,221.65
Total KANKAKEE TRUCK EC	QUIPMENT:		10,657.22
LAUTERBACH & AMEN LLP	4/30/22 AUDIT WORK	MANAGER'S OFFICE	2,000.00
LAUTERBACH & AMEN LLP	4/30/22 AUDIT WORK-TIF	PUBLIC WORKS	110.00
LAUTERBACH & AMEN LLP	4/30/22 AUDIT WORK-TIF 4/30/22 AUDIT WORK-TIF	PUBLIC WORKS	100.00
LAUTENDAUT & AWEN LLP	4/30/22 AUDIT WORK-TIF 4/30/22 AUDIT WORK-TIF		
		PUBLIC WORKS	100.00
	4/30/22 AUDIT WORK-TIF	EXPENSES	100.00
LAUTERBACH & AMEN LLP LAUTERBACH & AMEN LLP Total LAUTERBACH & AMEN	4/30/22 AUDIT WORK-TIF	EXPENSES	2,410.00

Name	Description	DEPARTMENT	Net Invoice Amount
Total LAW OFFICE OF DENN	IIS G GIANOPOLUS:		525.00
LENNOX INDUSTRIES, I LENNOX INDUSTRIES, I	HVAC MAINTENANCE HVAC MAINTENANCE	PUBLIC WORKS PUBLIC WORKS	25.77 346.80
Total LENNOX INDUSTRIES,	l:		372.57
LOUISE PAVALON	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	851.20
Total LOUISE PAVALON:			851.20
MARIAN KIEPURA	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	288.00
Total MARIAN KIEPURA:			288.00
MEADE ELECTRIC CO INC	TRAFFIC SIGNAL MAINTANENCE	PUBLIC WORKS	1,529.55
MEADE ELECTRIC CO INC	STREET LIGHT REPAIR	PUBLIC WORKS	1,344.96
Total MEADE ELECTRIC CO	INC:		2,874.51
MEANY, INC	SCIENCE CENETER ELECTRIC UPGRADE	PUBLIC WORKS	10,182.20
Total MEANY, INC:			10,182.20
MENARDS INC	OPERATING SUPPLIES	FIRE DEPARTMENT	166.88
MENARDS INC	VEHICLE MAINT SHOP SUPPLIES	PUBLIC WORKS	1.39
MENARDS INC	SNOW TRAINING	PUBLIC WORKS	18.53
MENARDS INC	FLEET MAINT SHOP SUPPLIES	PUBLIC WORKS	32.23
MENARDS INC	OPERATING SUPPLIES	FIRE DEPARTMENT	128.76
MENARDS INC		PUBLIC WORKS	203.46
	OPERATING SUPPLIES - FD	FIRE DEPARTMENT	42.60 92.37
MENARDS INC MENARDS INC	BRITA FILTER BUILDING MAINT SUPPLIES	PUBLIC WORKS PUBLIC WORKS	92.37
MENARDS INC	METER VAULT PARTS	PUBLIC WORKS	24.00
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	76.39
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	63.96
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	221.93
MENARDS INC	WATER BOTTLE SUPPLY	MANAGER'S OFFICE	67.20
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	15.93
MENARDS INC	GUTTERS/DOWNSPOUTS	PUBLIC WORKS	19.80
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	60.13
MENARDS INC	OPERATING SUPPLIES	PUBLIC WORKS	264.74
MENARDS INC MENARDS INC	LOCK OUT KIT PUMPS PARKET GRANT-HEATERS	POLICE DEPARTMENT PUBLIC WORKS	119.88 436.96
Total MENARDS INC:			2,286.43
METROPOLITAN INDUSTRIES I METROPOLITAN INDUSTRIES I	SCADA CLOUD SERVICE WATER PLANT 1 FILL VALVE REPAIRS	PUBLIC WORKS PUBLIC WORKS	250.00 390.00
Total METROPOLITAN INDU	STRIES INC:		640.00
MONARCH AUTO SUPPLY	VEHICLE MAINTENANCE SUPPLIES	PUBLIC WORKS	8.32
MONARCH AUTO SUPPLY	BM REPAIR PARTS	PUBLIC WORKS	15.57
MONARCH AUTO SUPPLY	VEHICLE MAINT DEPARTMENT SUPPLIES	PUBLIC WORKS PUBLIC WORKS	34.22

Name	Description	DEPARTMENT	Net Invoice Amount
MONARCH AUTO SUPPLY	UTILITY REPAIR PARTS	PUBLIC WORKS	877.62
MONARCH AUTO SUPPLY	VEHICLE MAINT OPERATING SUPPLIES	PUBLIC WORKS	121.69
MONARCH AUTO SUPPLY	VEHICLE MAINT DEPARTMENT SUPPLIES	PUBLIC WORKS	105.78
MONARCH AUTO SUPPLY	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	9.66
MONARCH AUTO SUPPLY	BM REPAIR PARTS	PUBLIC WORKS	28.59
MONARCH AUTO SUPPLY	STREET DEPT REPAIR PARTS	PUBLIC WORKS	63.12
MONARCH AUTO SUPPLY	STREET DEPT REPAIR PARTS	PUBLIC WORKS	60.48
MONARCH AUTO SUPPLY	VEHICLE MAINT DEPARTMENT SUPPLIES	PUBLIC WORKS	38.04
MONARCH AUTO SUPPLY	STREET DEPT REPAIR PARTS	PUBLIC WORKS	204.08
MONARCH AUTO SUPPLY	VEHICLE MAINT DEPARTMENT SUPPLIES	PUBLIC WORKS	36.62
Total MONARCH AUTO SUPF	PLY:		1,625.63
	MCSI COLLECTION FEES - ALARMS	POLICE DEPARTMENT	71.48
MUNICIPAL COLLECTION SERVI		POLICE DEPARTMENT	77.64
MUNICIPAL COLLECTION SERVI	MCSI COLLECTION FEES - P/C TICKETS	POLICE DEPARTMENT	72.87
Total MUNICIPAL COLLECTIO	DN SERVICES:		221.99
NATIONAL SAFETY COUNCIL	NSC	PUBLIC WORKS	425.00
Total NATIONAL SAFETY CO	UNCIL:		425.00
NICOLE FISHER	ADDITIONAL FARMERS MARKET 10.15.2022	MANAGER'S OFFICE	200.00
Total NICOLE FISHER:			200.00
NICOR	UTILITIES	PUBLIC WORKS	2,855.08
NICOR	UTILITIES	PUBLIC WORKS	300.22
NICOR	UTILITIES	PUBLIC WORKS	541.80
NICOR	UTILITIES	PUBLIC WORKS	832.58
NICOR	UTILITIES	PUBLIC WORKS	114.08
Total NICOR:			4,643.76
ODP BUSINESS SOLUTIONS LL	2023 CALENDARS	MANAGER'S OFFICE	59.78
Total ODP BUSINESS SOLUT	FIONS LLC:		59.78
O'HERRON CO	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	13.30
Total O'HERRON CO:			13.30
POSTMASTER	ANNUAL PERMIT FEE 40000	MANAGER'S OFFICE	275.00
Total POSTMASTER:			275.00
RED WING BUSINESS ADVANT	WORK BOOTS	PUBLIC WORKS	272.48
Total RED WING BUSINESS	ADVANTAGE:		272.48
RONALD J. NIXON	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	110.00
RONALD J. NIXON	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	255.00
Total RONALD J. NIXON:			365.00
RR MULCH & SOIL, LLC	5 YDS TOPSOIL	PUBLIC WORKS	150.00

Name	Description	DEPARTMENT	Net Invoice Amount
Total RR MULCH & SOIL, LLC	C:		150.00
RUSSO POWER EQUIPMENT RUSSO POWER EQUIPMENT	CHAINSAW REPAIR OPERATING SUPPLIES	PUBLIC WORKS PUBLIC WORKS	183.04 391.76
Total RUSSO POWER EQUIF	PMENT:		574.80
SAMUEL CALHOON	MUSIC FOR FARMERS MARKET 7/13 AND 8/17	MANAGER'S OFFICE	450.00
Total SAMUEL CALHOON:			450.00
SERVICE SANITATION, INC	NATIONAL NIGHT OUT	MANAGER'S OFFICE	130.00
Total SERVICE SANITATION	, INC:		130.00
SHOREWOOD HOME & AUTO IN SHOREWOOD HOME & AUTO IN SHOREWOOD HOME & AUTO IN SHOREWOOD HOME & AUTO IN	PARTS ATTACHMENTS	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	245.93 114.86 433.47 2,899.00
Total SHOREWOOD HOME &	& AUTO INC.:		3,693.26
SO SUB MAYORS & MANAGERS	EAP 3RD AND 4TH QTR FEES	MANAGER'S OFFICE	1,240.80
Total SO SUB MAYORS & MA	ANAGERS ASSOC:		1,240.80
STANARD & ASSOCIATES INC.	FIREFIGHTER INTERVIEWS	MANAGER'S OFFICE	3,356.80
Total STANARD & ASSOCIAT	TES INC.:		3,356.80
STEVENSON CRANE SERVICE I	EQUIPMENT RENTAL	PUBLIC WORKS	800.00
Total STEVENSON CRANE S	SERVICE INC:		800.00
SUBURBAN LABORATORIES IN SUBURBAN LABORATORIES IN	WATER SAMPLES WATER SAMPLES	PUBLIC WORKS PUBLIC WORKS	700.00 2,061.00
Total SUBURBAN LABORAT	ORIES INC:		2,761.00
SWIFT SAW & TOOL SUPPLY	VEHICLE MAINT DEPTARTMENT SUPPLIES	PUBLIC WORKS	341.10
Total SWIFT SAW & TOOL SI	UPPLY:		341.10
TERMINIX PROCESSING CNTR TERMINIX PROCESSING CNTR	PEST CONTROL/PD - PW PEST CONTROL - FD	PUBLIC WORKS PUBLIC WORKS	109.00 110.00
Total TERMINIX PROCESSIN	IG CNTR:		219.00
THE EAGLE UNIFORM CO, INC	TRAINING SUPPLIES	POLICE DEPARTMENT	144.00
Total THE EAGLE UNIFORM	CO, INC:		144.00
THIRD DISTRICT FIRE CHIEFS	MONTHLY LUNCHEON MEETING	FIRE DEPARTMENT	40.00
Total THIRD DISTRICT FIRE	CHIEFS ASSN:		40.00

Payment Approval Report - Claims ListReport dates: 11/8/2022

Name	Description	DEPARTMENT	Net Invoice Amount
T-MOBILE	CELL PHONES AND IPADS	MANAGER'S OFFICE	905.26
Total T-MOBILE:			905.26
TREASURER STATE OF ILLINOI	TRAFFIC SIGNAL MAINTANENCE	PUBLIC WORKS	2,701.53
Total TREASURER STATE O	F ILLINOIS:		2,701.53
TRL TIRE SERVICE TRL TIRE SERVICE	POLICE DEPT TIRES POLICE DEPT TIRES	PUBLIC WORKS PUBLIC WORKS	456.16 428.62
Total TRL TIRE SERVICE:			884.78
TS DISTRIBUTORS, INC	BLDG MAINT SUPPLIES - PW	PUBLIC WORKS	32.88
Total TS DISTRIBUTORS, IN	C:		32.88
USA BLUEBOOK USA BLUEBOOK USA BLUEBOOK	LOCATE PAINT CHLORINE SAMPLE SUPPLIES WATER PLANT SUPPLIES	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	64.05 788.26 876.33
Total USA BLUEBOOK:			1,728.64
WAREHOUSE DIRECT OFFICE WAREHOUSE DIRECT OFFICE WAREHOUSE DIRECT OFFICE WAREHOUSE DIRECT OFFICE WAREHOUSE DIRECT OFFICE WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS FIRE DEPARTMENT PUBLIC WORKS PUBLIC WORKS	36.76 24.49 24.49 120.04 77.25 19.17
Total WAREHOUSE DIRECT	OFFICE PDTS:		302.20
WILLIAMS ASSOCIATES ARCHI	175TH STREET ENGINEERING	PUBLIC WORKS	10,757.08
Total WILLIAMS ASSOCIATE	S ARCHITECTS LTD:		10,757.08
Grand Totals:			696,746.43

Dated: _____

Village Clerk: _____

PROCLAMATION A Proclamation Celebrating

Homewood Florist

WHEREAS,	Homewood Florist was founded by Paul Arrivo and has been an integral part of
	Homewood's history for more than 62 years at their location of 18064 Martin
	Avenue; and

WHEREAS, Marty Arrivo began working at Homewood Florist at 15 years of age along with his six siblings, and Kyle Arrivo joined the family business team after her marriage to Marty; and

WHEREAS, Homewood Florist has served the Village of Homewood specializing in beautiful flowers for all occasions from around the world, as well as gifts and accessories; and

WHEREAS, Marty and Kyle, longtime owners of Homewood Florist, have been offering customers a local shopping experience with a friendly and knowledgeable staff, always helping customers find just the right floral arrangement or gift; and

WHEREAS, the Arrivos made the decision to retire and close the doors of Homewood Florist on October 31, 2022 and will be missed by the community; and

WHEREAS, the Village of Homewood wishes to honor Homewood Florist for their dedication to the Homewood business community and the residents of Homewood, and wishes the Arrivos all the best in their retirement years.

NOW THEREFORE, I, Richard A. Hofeld, President of the Village of Homewood do hereby honor Marty and Kyle Arrivo of Homewood Florist, and I call upon the good citizens of this great community to join in this celebration.

IN WITNESS WHEREOF I HAVE SET MY HAND AND CAUSED THE SEAL OF THE VILLAGE OF HOMEWOOD TO BE AFFIXED HERETO THIS 8TH DAY OF NOVEMBER, 2022.

Village President

PROCLAMATION A Proclamation Celebrating Mama & Me Pizzeria

WHEREAS,	Mama & Me Pizzeria has been an integral part of Homewood's history for more than 32 years, beginning when they opened in 1990 at 17932 Dixie Highway; and
WHEREAS,	In the early years of the business, Kim Phillipos owned the restaurant with her mother, hence the name Mama & Me Pizzeria; and
WHEREAS,	Mama & Me Pizzeria has served the Village of Homewood specializing in offering customers a local dining experience with a friendly staff; and
WHEREAS,	Nearly 20 years ago, Mama & Me Pizzeria moved to 18219 Dixie Highway and was able to host live music on Friday nights, featuring local bands and other local musicians; and
WHEREAS,	after 32 years, Kim Phillipos made the decision to retire and close the doors of Mama & Me Pizzeria on August 26, 2022 and will be missed by the community; and
WHEREAS,	The Village of Homewood wishes to honor Mama & Me Pizzeria for their dedication to the Homewood business community and the residents of Homewood, and wishes Kim Phillipos all the best in her retirement years.

NOW THEREFORE, I, Richard A. Hofeld, President of the Village of Homewood do hereby honor Kim Phillipos of Mama & Me Pizzeria, and I call upon the good citizens of this great community to join in this celebration.

IN WITNESS WHEREOF I HAVE SET MY HAND AND CAUSED THE SEAL OF THE VILLAGE OF HOMEWOOD TO BE AFFIXED HERETO THIS 8TH DAY OF November, 2022.

Village President



BOARD AGENDA MEMORANDUM

DATE OF MEETING: Nove

November 8, 2022

Item 10. B.

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 – 2135 183rd Street

PURPOSE

As an integral component of the Tax Increment Financing Districts (TIF), the Village created the Façade and Property program to leverage private investment with public funds. The program provides financial assistance for the improvement and maintenance of existing commercial buildings to increase the assessed valuation and marketability of the area. One of the goals of this program is to promote the revitalization of properties and assist with upgrades to buildings.

PROCESS

In 1999, the Village established the Southwest Central Business District (CBD) Tax Increment Financing (TIF) District. The funds available in the Southwest CBD TIF District from the current fund balance are \$275,173.

Ronald Nixon, owner of Nix Nax, applied for incentives to offset the cost of improvements to the building at 2135 183rd Street. The applicant submitted three quotes for updates to the façade, which include installing new awnings, tuck-pointing, new doors, painting, and repairs. The lowest bid for the proposed renovations is estimated to be approximately \$35,850.

Staff reviewed the application for eligibility under the Façade and Property Improvement Program that stipulates a private investment must be greater than \$1,500 (exclusive of Village funding). This program allows for reimbursement of up to 50% of the eligible costs.

OUTCOME

Staff is recommending approval of \$17,925 from the Southwest CBD TIF Incentive Program to cover 50% of the cost.

In developing the recommendation, staff considered the following:

• The project would restore the exterior of a building at a gateway to downtown Homewood.



• The recommended funding would be used to make permanent improvements to the building that will increase the long-term viability of the space.

FINANCIAL IMPACT

- Funding Source: Southwest CBD Tax Increment Financing (TIF) Fund
- Budgeted Amount: \$250,000
- Cost: \$17,925

LEGAL REVIEW

Completed

RECOMMENDED BOARD ACTION

Authorize the Village President to enter into an agreement with Ronald Nixon of Nix Nax to provide financial assistance from the Southwest Central Business District's Tax Increment Financing (CBD TIF) Façade and Property Improvement Program in the amount of \$17,925 for building improvements at 2135 183rd Street.

ATTACHMENT(S)

Agreement between Ronald Nixon and the Village of Homewood

AGREEMENT TO REIMBURSE ELIGIBLE EXPENSES FOR COMMERCIAL PROPERTY LOCATED AT 2135 183rd STREET IN THE SOUTHWEST CENTRAL BUISNESS DISTRICT TAX INCREMENT FINANCING DISTRICT OF THE VILLAGE OF HOMEWOOD, ILLINOIS

This Agreement is made and entered on November 8, 2022, between Ronald Nixon, Nix Nax, ("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 building within the village's B-1 central business district; and

WHEREAS, the Building Owner has obtained bids with the lowest bids for, updates to the façade, new awnings, tuck-pointing, new doors, painting, and repairs, totaling \$35,850; 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.

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 November 8, 2022, 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 2135 183rd Street, 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 façade and property improvements totaling \$35,850. The Village agrees to reimburse Building Owner \$17,925.00, 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 Village has no obligation hereunder to make any payments to Building Owner from any other 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: Ronald Nixon 1723 Markey Ln. 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

Nix Nax

By:____

Village President

By:_____ Ronald Nixon

ATTEST:

Signed and sworn to before me on _____, 2022

Village Clerk

Notary Public

EXHIBIT A

Legal Description:

Lots 9 and 10 in Block 3 in South Homewood, a Subdivision of that part of the North ½ of the North ½ of the North West ¼ of Section 6, Lying East of the Easterly Right of Way of Illinois Central Railroad and West of Public Highway known as Chicago and Vincennes Road according to the Plat thereof recorded April 18, 1925 as Document 8868569 in Cook County, Illinois.

Common Address: 2135 183rd Street

PINs: 32-06-103-004-0000 32-06-103-005-0000

EXHIBIT B

Description of Work	Cost
Painting, tuckpointing, doors, gutters, carpentry, concrete,	
foundation repair	\$29,700
Awnings	\$ 6,150
TOTAL	\$35,850

MEMORANDUM OF AGREEMENT (EXHIBIT C)

On November 8, 2022, the VILLAGE OF HOMEWOOD, Cook County, Illinois ("VILLAGE") and Ronald Nixon ("BUILDING OWNER"), entered into a Redevelopment Agreement covering the following property:

Legal Description:	Lots 9 and 10 in Block 3 in South Homewood, a Subdivision of that part of the North ½ of the North ½ of the North West ¼ of Section 6, Lying East of the Easterly Right of Way of Illinois Central Railroad and West of Public Highway known as Chicago and Vincennes Road according to the Plat thereof recorded April 18, 1925 as Document 8868569 in Cook County, Illinois.
Permanent index numbers:	32-06-103-004-0000 32-06-103-005-0000
Address of Real Estate:	2135 183 rd Street, 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	Nix Nax		
By: Richard A. Hofeld, Village President	By: Ronald Nixon		
Signed and sworn to before me by Richard A. Hofeld on, 2022.	Signed and sworn to before me by Ronald Nixon on, 2022.		
Notary Public	Notary Public		

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



BOARD AGENDA MEMORANDUM

DATE OF MEETING: November 8, 2022

Item 10. C.

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Dennis Bubenik, Director of Finance

Topic: Liquor License Request – Ridgewood Tap

PURPOSE

The Ridgewood Tap has a new owner, R. Scott Donkel, and he has applied for a class 1 liquor license. A class 1 liquor license allows for the retail sale of liquor for on and off premises consumption with or without food. The Liquor Commissioner supports the issuing of the requested license.

PROCESS

At the September 13, 2022 Board meeting, the liquor license request from R. Scott Donkel, LLC was discussed and staff was directed to bring an ordinance increasing the allowed number of class 1 liquor licenses to a future Board meeting. Since that date, R. Scott Donkel, LLC has submitted all of the required application documents.

OUTCOME

Increasing the allowed number of class 1 liquor licenses will allow the new owner of the longrunning Ridgewood Tap in downtown Homewood to take the next steps in the transition of the business.

FINANCIAL IMPACT

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

LEGAL REVIEW Completed

RECOMMENDED BOARD ACTION

Pass an ordinance increasing the allowed number of class 1 liquor licenses by one for R. Scott Donkel, LLC d/b/a Ridgewood Tap at 2059 Ridge Road.



ATTACHMENT(S) Ordinance

ORDINANCE NO. MC-1066

AN ORDINANCE AMENDING SECTION 4-64 OF THE HOMEWOOD MUNICIPAL CODE INCREASING THE NUMBER OF CLASS 1 LIQUOR LICENSES

WHEREAS, Section 4-1 of the Liquor Control Act of 1934 (235 ILCS 5/4-1) authorizes a municipality to determine the number, kind, and classification of licenses for the retail sale of alcoholic liquor and local license fees to be paid for each license category; and

WHEREAS, R. Scott Donkel, LLC has requested a Class 1 liquor license for their location at 2059 Ridge Road; and,

WHEREAS, the Liquor Commissioner supports issuing the requested license; and

WHEREAS, the President and Board of Trustees of the Village of Homewood find it to be in the best interests of the village and its residents to increase the number of Class 1 licenses to accommodate this request.

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

SECTION ONE - AMENDMENT TO CODE:

Section 4-64(c) of the Homewood Municipal Code is amended to increase the number of available Class 1 licenses by one.

SECTION TWO - EFFECTIVE DATE:

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

PASSED AND APPROVED this 8th day of November, 2022.

Village President

ATTEST:

Village Clerk

AYES: ____ ABSTENTIONS: ___ ABSENCES: ___



BOARD AGENDA MEMORANDUM

DATE OF MEETING: November 8, 2022

Item 10. D.

To: Village President and Board of Trustees

From: Napoleon Haney, Village Manager

Topic: Memorandum of Agreement between the Village of Homewood and the American Federation of State, County, and Municipal Employees (AFSCME) AFL-CIO, Council 31, Local 2891 – Homewood's Public Works Union

PURPOSE

The Village of Homewood recently proposed annual cost of living adjustments (COLAs) that were ratified by the Public Works union (AFSCME). The Village Board is required to approve the proposed wages and authorize the Village President to sign the memorandum of understanding (MOU) and close the five-year contract until its expiration on April 30, 2025.

PROCESS

The Village of Homewood and the Public Works Union settled a five-year agreement (May 1, 2020 through April 30, 2025) in September of 2020. The agreement includes two separate "wage only" reopeners: one in year two of the agreement to negotiate wages for years two and three, and a second wage-only reopener in year four of the agreement designed to negotiate wages for years four and five of the contract.

During the first "wage only" negotiation in late January 2022, the AFSCME union filed an Unfair Labor Practice (ULP) against the Village of Homewood.

After a series of negotiations, Homewood presented wages and terms that were accepted by the Public Works union evidenced by the attached Tentative Agreement (T/A) signed by representatives from both the Village and AFSCME. As part of the tentative agreement (T/A), the AFSCME Union agreed to rescind their pursuit of the filed ULP. The union also agreed to close the second "wage-only reopener" in year four of the contract.

The Village was notified that the Public Works union (AFSME) received sufficient votes to ratify the terms of the tentative agreement, triggering the drafting of a memorandum of understanding (MOU) requiring both party's signatures. The Village Board can approve the MOU; thus closing the collective bargaining agreement until its expiration in April of 2025.



OUTCOME

The five-year COLAs for the Public Works (AFSCME) union will be consistent between all four union groups and non-union personnel which continues the Village's longstanding practice of "cost of living allowance COLA" parity for all Village employees. The COLAs are outlined below.

Contract Year	Year 1	Year 2	Year 3	Year 4	Year 5
Fiscal Year	5/1/2020 to 4/30/2021	5/1/2021 to 4/30/2022	5/1/2022 to 4/30/2023	5/1/2023 to 4/30/2024	5/1/2024 to 4/30/2025
COLA %	2.00%	2.00%	2.75%	3.00%	3.00%
		Wage-only reopener ratified and approved		Wage-only reopener - closed	

FINANCIAL IMPACT

Budgeted Amount: N/A

LEGAL REVIEW

Completed by Village's Labor Attorney

RECOMMENDED BOARD ACTION

Approve the memorandum of understanding (MOU) between the Village of Homewood and the Public Works union represented as the American Federation of State, County, and Municipal Employees (AFSCME) AFL-CIO, Council 31, Local 2891. Approval of the MOU effectively closes the collective bargaining agreement until its expiration on April 30, 2025.

ATTACHMENT(S)

- Tentative Agreement
- Memorandum of Understanding

AFSCME Union – Counter Language 11/1/22 Village of Homewood (Reviewed) 11/2/2022

This Tentative Agreement is entered into by and between AFSCME Council 31, on behalf of Local 2891 ("AFSCME") and the Village of Homewood, Illinois ("Village"). The Parties agree as follows:

1. **<u>CBA</u>**: The Village and AFSCME are parties to a collective bargaining agreement covering the period from May 1, 2020 through April 30, 2025 (the "CBA"). Except as expressly provided below, the CBA shall remain in full force and effect through April 30, 2025.

2. Wage Re-opener Provisions:

a. Pursuant to Article XIV, Section 1, WAGES, and Appendix B of the CBA, the Parties agreed to negotiate wage increases in the second and third years of the CBA (the "Reopener Terms"). Following good faith bargaining related to the Reopener Terms, the Parties agreed that the following increase in base wages shall be incorporated into Appendix B:

i.	Effective May 1, 2021:	2.00%
ii.	Effective May 1, 2022:	2.75%
iii.	Effective May 1, 2023:	3.00%
iv.	Effective May 1, 2024:	3.00%

b. The across-the-board wage increases effective May 1, 2021 will be paid on a retroactive basis to all employees who are actively employed as of the date of ratification of this Agreement by the Village Board.

c. The retroactive pay amounts referenced in this Section 2 will be provided to employees along with their regular paycheck issued on November 25, 2022 pursuant to the Village's normal payroll practices and subject to legally required and authorized payroll deductions.

d. The Parties agree and acknowledge that the increases referenced in this Section 2 will satisfy all obligation related to the Reopener Terms for the term of the CBA. Therefore, there will not be any re-opener negotiations in any future years of the CBA.

3. <u>Additional CBA Revisions</u>: In addition to the wage increases referenced above, the Parties also agreed to the following revisions to the CBA that will be made effective on a prospective basis only on the first day of the full pay period following ratification of this Tentative Agreement by the Village Board:

a. Article V, Section 5.2, *Normal Workweek and Workday*, shall be revised as follows:

The normal workweek shall consist of forty (40) hours per week and such additional time as may, from time to time, be required in the judgment of the Village to serve the citizens of the Village. The normal workweek shall consist of forty (40) hours of scheduled time spent at work which is comprised of five (5), eight (8) hour workdays in a calendar week. Each eight (8) hour normal workday includes the fifteen (15) minute paid break period taken in the first half of the shift (see Article VI) and the thirty (30) minute paid lunch period during each shift (see Section 7.1).

b. Article VI, **REST PERIODS**, shall be revised to reflect the following changes:

All employees' normal work schedules shall provide for a fifteen (15) minute rest period during the first half of their shift. This rest period will last for fifteen (15) minutes beginning at the end of the second hour of the work shift. The rest period must be taken at this time except that on occasion the Superintendent or his superior may change the designated rest period as the job demands. The fifteen (15) minute rest period shall include any travel time utilized by the employee during the rest period. Employees shall take no more than fifteen (15) minute rest periods. This paid 15-minute rest period is included in the "normal workday" defined in Section 5.2.

Employees who for any reason work beyond their regular quitting time shall be granted regular rest periods at the end of the fourth hour of their next work shift, as stated above.

c. Article VII, Section 7.1, Lunch Periods, will be revised to change "unpaid thirty (30) minute lunch period" to "*paid* thirty (30) minute lunch period".

4. Release and Waiver of Claims: As a material condition of this Tentative Agreement, AFSCME, on behalf of itself and all of its members whose terms and conditions of employment are governed by the CBA, agree to release the Village and waive any right to further pursue any Grievance, charge, claim or cause of action against the Village arising out of or related to the topics that are or could have been raised by AFSCME during the good faith bargaining that resulted in this Tentative Agreement. The scope of this release includes, without limitation, the unfair labor charge filed by AFSCME with the Illinois State Labor Relations Board (Charge No: S-CA-22-080) (the "ULP") that includes allegations related to many of these same or similar topics. Within seven (7) days of the date that this Tentative Agreement is ratified by the Village Board, AFSCME will notify the Illinois Labor Relations Board of its desire to voluntarily withdraw the ULP given that the allegations that were or could have been raised by AFSCME in the ULP are resolved pursuant to the terms of this Tentative Agreement. In the unlikely event that the Labor Board continues to investigate the allegations in the ULP, it is understood that none of the employees covered by the CBA are entitled to any additional pay, benefits or privileges based on the resolution of that ULP.

- 5. Miscellaneous Provisions: The Parties also agree to the following
 - a. The terms of this MOU are entered into on a non-precedent setting basis,

TENTATIVE AGREEMENT

This Tentative Agreement will not be introduced by either Party against the other in any other matter or legal proceeding (including any administrative investigation or arbitration), except as necessary to enforce the terms of this Tentative Agreement.

b. Nothing construed in this Tentative Agreement shall be construed as an admission or acknowledgement by either AFSCME or the Village that there was any wrongdoing, violation of any law or CBA by either Party.

The individuals who sign this MOU below represent that they are authorized to bind the Party that they signed on behalf of.

c. The Village's agreement to negotiate the additional revisions of the CBA as set forth in Section 3 above (which are beyond the Reopener Terms) occurred on a non-precedent setting basis and should not be construed as a waiver of any other Section 7 rights of the Village as set forth in the Illinois Labor Relations Act.

This MOU will be construed as if drafted by both Parties and not in favor or against any one Party regardless of the drafters.

d. The individuals who sign this Tentative Agreement represent that they are authorized to bind their respective Party.

AFSCME and the Village acknowledge and agree that they have freely and voluntarily entered into these terms.

Ratification Required: The terms of this Tentative Agreement are not binding or 6. effective as to either Party until and unless all of the terms are ratified by authorized representatives of both Parties. The Village Manager agrees that this Tentative Agreement will be placed on the agenda for consideration by the Village Board at its regular board meeting scheduled for November 8, 2022.

AFSCME Council 31 on behalf of Local 2891

By:

Its representative

11/3/2022 Date:

VILLAGE OF HOMEWOOD, ILLINOIS

By: Its representative 11/2/2022 Date:

Item 10. D.





This Memorandum of Understanding ("MOU") is entered into by and between the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICPAL EMPLOYEES, COUNCIL 31, on behalf of Local 2891 ("AFSCME") and the VILLAGE OF HOMEWOOD, ILLINOIS (the "Village"). The Parties agree as follows:

1. <u>CBA</u>: The Village and AFSCME are parties to a collective bargaining agreement covering the period from May 1, 2020 through April 30, 2025 (the "CBA"). Except as expressly provided below, the CBA shall remain in full force and effect through April 30, 2025.

2. <u>Wage Re-opener Provisions</u>:

a. Pursuant to Article XIV, Section 1, **WAGES**, and Appendix B of the CBA, the Parties agreed to negotiate wage increases in the second and third years of the CBA (the "Reopener Terms").

b. Following good faith bargaining related to the Reopener Terms, the Parties agreed that the following increase in base wages shall be incorporated into Appendix B to fully resolve all issues that were or could have been raised during negotiations for the Reopener Terms:

i.	Effective May 1, 2021:	2.00%
ii.	Effective May 1, 2022:	2.75%
iii.	Effective May 1, 2023:	3.00%
iv.	Effective May 1, 2024:	3.00%

b. The across-the-board wage increases effective May 1, 2021 will be paid on a retroactive basis to all employees who are actively employed as of the date of ratification of this MOU by the Village Board.

c. The retroactive pay amounts referenced in this Section 2 will be provided to employees along with their regular paycheck issued on November 25, 2022 pursuant to the Village's normal payroll practices and subject to legally required and authorized payroll deductions.

d. The Parties agree and acknowledge that the increases referenced in this Section 2 of the MOU will satisfy all obligation related to the Reopener Terms for the term of the CBA. Therefore, there will not be any re-opener negotiations in any future years of the CBA.

3. <u>Additional CBA Revisions</u>: In addition to the wage increases referenced above, the Parties also agreed to the following revisions to the CBA that will be made effective on a prospective basis only on the first day of the full pay period following ratification of this MOU by the Village Board:

a. Article V, Section 5.2, *Normal Workweek and Workday*, shall be revised to reflect the redlined portions of that Section as follows:

The normal workweek shall consist of forty (40) hours per week and such additional time as may, from time to time, be required in the judgment of the Village to serve the citizens of the Village. The normal workweek shall consist of forty (40) hours of





scheduled time spent at work which is comprised of five (5), eight (8) hour workdays in a calendar week. Each eight (8) hour normal workday includes the fifteen (15) minute paid break period taken in the first half of the shift (see Article VI) and the thirty (30) minute paid lunch period during each shift (see Section 7.1).

b. Article VI, **REST PERIODS**, shall be revised to reflect the following changes to the CBA effective on a prospective basis:

All employees' normal work schedules shall provide for a fifteen (15) minute rest period during the first half of their shift. This rest period will last for fifteen (15) minutes beginning at the end of the second hour of the work shift. The rest period must be taken at this time except that on occasion the Superintendent or his superior may change the designated rest period as the job demands. The fifteen (15) minute rest period shall include any travel time utilized by the employee during the rest period. Employees shall take no more than fifteen (15) minute rest periods. This paid 15-minute rest period is included in the "normal workday" defined in Section 5.2.

Employees who for any reason work beyond their regular quitting time shall be granted regular rest periods at the end of the fourth hour of their next work shift, as stated above.

c. Article VII, Section 7.1, Lunch Periods, will be revised to change "unpaid thirty (30) minute lunch period" to "*paid* thirty (30) minute lunch period" effective on a prospective basis.

4. Release and Waiver of Claims: As a material condition of this MOU and in return for the consideration provided to AFSCME (and the covered members) as set forth in this MOU, AFSCME, on behalf of itself and all of its members whose terms and conditions of employment are governed by the CBA, agree to release the Village and waive any right to further pursue any Grievance, charge, claim or cause of action against the Village arising out of or related to the topics that are or could have been raised by AFSCME during the good faith bargaining that resulted in this MOU. The scope of this release includes, without limitation, the unfair labor charge filed by AFSCME with the Illinois State Labor Relations Board (Charge No: S-CA-22-080) (the "ULP") that includes allegations related to many of these same or similar topics. Within seven (7) days of the date this MOU is ratified by the Village Board and signed by authorized representatives of both Parties, AFSCME will notify the Illinois Labor Relations Board of its desire to voluntarily withdraw the ULP given that the allegations that were or could have been raised by AFSCME in the ULP are resolved pursuant to the terms of this MOU. In the unlikely event that the Labor Board continues to investigate the allegations in the ULP, it is understood that none of the employees covered by the CBA are entitled to any additional pay, benefits or privileges based on the resolution of that ULP.

5. <u>Miscellaneous Provisions:</u> The Parties also agree that the following are true and correct:

a. The terms of this MOU are entered into on a non-precedent setting basis,

b. This MOU will not be introduced by either Party against the other in any other matter or legal proceeding (including any administrative investigation or arbitration), except as necessary to enforce the terms of this MOU.





c. Nothing construed in this MOU shall be construed as an admission or acknowledgement by either AFSCME or the Village that there was any wrongdoing, violation of any law or CBA by either Party.

d. The individuals who sign this MOU below represent that they are authorized to bind the Party that they signed on behalf of.

e. The Village's agreement to negotiate the additional revisions of the CBA as set forth in Section 3 of this MOU, above (which are beyond the Reopener Terms) occurred on a non-precedent setting basis and should not be construed as a waiver of any other Section 7 rights of the Village as set forth in the Illinois Labor Relations Act.

f. This MOU will be construed as if drafted by both Parties and not in favor or against any one Party regardless of the drafters.

g. The individuals who sign this MOU represent that they are authorized to bind their respective Party.

h. AFSCME and the Village acknowledge and agree that they have freely and voluntarily entered into these terms.

6. **<u>Ratification Required</u>**: The terms of this MOU are not binding or effective as to either Party until and unless all of the terms are ratified by authorized representatives of both Parties. The Village Manager agrees that this MOU has been placed on the agenda for consideration by the Village Board at its regular board meeting scheduled for November 8, 2022.

7. **<u>Retroactivity</u>**: Unless expressly stated otherwise in this MOU, the terms of this MOU are construed on a prospective basis only and not on a retroactive basis.

AFSCME Counc	il 31 on 🛛	behalf of
ILLINOIS		
Local 2891		

VILLAGE OF HOMEWOOD,

By:_

Its authorized representative

By:_

Its authorized representative

Date:

Date:



BOARD AGENDA MEMORANDUM

DATE OF MEETING: Nove

November 8, 2022

Item 10. E.

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 – 2155 183rd Street

PURPOSE

As an integral component of the Tax Increment Financing Districts (TIF), the Village created the Façade and Property program to leverage private investment with public funds. The program provides financial assistance for the improvement and maintenance of existing commercial buildings to increase the assessed valuation and marketability of the area. One of the goals of this program is to promote the revitalization of properties and assist with upgrades to buildings.

PROCESS

In 1999, the Village established the Southwest Central Business District (CBD) Tax Increment Financing (TIF) District. The funds available in the Southwest CBD TIF District from the current fund balance are \$275,173.

George Nikolopoulos, owner of Blueberry Hill has applied for incentives to offset the cost of improvements to the building at 2155 183rd Street. The applicant has submitted three quotes for incentives for updates to the façade, which include installing new awnings and replacing the railing system and decking. The lowest bid for the proposed renovations is estimated to be approximately \$130,000.

Staff reviewed this application for eligibility under the Façade and Property Improvement Program. Private investment must be greater than \$1,500 (exclusive of Village funding). This program allows for reimbursement of up to 50% of the eligible costs.

OUTCOME

Staff is recommending approval of \$65,000 from the Southwest CBD TIF Incentive Program to cover 50% of the cost.

In developing the recommendation, staff considered the following:

• The project would restore the exterior of a building at the gateway to downtown Homewood.



• The recommended funding would be used to make permanent improvements to the building that will increase the long-term viability of the space.

FINANCIAL IMPACT

- Funding Source: Southwest CBD Tax Increment Financing (TIF) Fund
- Budgeted Amount: \$250,000
- **Cost:** \$65,000

LEGAL REVIEW

Completed

RECOMMENDED BOARD ACTION

Authorize the Village President to enter into an agreement with George Nikolopoulos, of Blueberry Hill, to provide financial assistance from the Southwest CBD TIF Façade and Property Improvement Program in the amount of \$65,000 for building improvements at 2155 183rd Street.

ATTACHMENT(S)

Agreement between George Nikolopoulos and the Village of Homewood

AGREEMENT TO REIMBURSE ELIGIBLE EXPENSES FOR COMMERCIAL PROPERTY LOCATED AT 2155 183rd STREET IN THE SOUTHWEST CENTRAL BUSINESS DISTRICT TAX INCREMENT FINANCING DISTRICT OF THE VILLAGE OF HOMEWOOD, ILLINOIS

This Agreement is made and entered on November 8, 2022, between George Nikolopoulos, Blueberry Hill, ("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 building within the village's B-1 central business district; and

WHEREAS, the Building Owner has obtained bids with the lowest bids for, updates to the façade, new awnings, tuck-pointing, new doors, painting, and repairs, totaling \$130,000.00; 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.

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 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 November 8, 2022, 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 2155 183rd Street, 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 façade and property improvements totaling \$130,000. The Village agrees to reimburse Building Owner \$65,000, 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 Village has no obligation hereunder to make any payments to Building Owner from any funds other than the Southwest Central Business District Special Tax Allocation 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: V&G Neal Properties 15646 Scotts Glenn Road Orland Park, IL 60462 With a copy to:

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

With a copy to: George Nikolopoulos Blueberry Hill Cafe 2155 183rd Homewood, IL 60430

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

Blueberry Hill

By:____

Village President

By:_____ George Nikolopoulos

ATTEST:

Signed and sworn to before me on _____, 2022

Village Clerk

Notary Public

EXHIBIT A

Legal Description:

Lots 1 and 2 (except that part of said Lots dedicated for public road), also Lot 3 in Block 4 in South Homewood, a subdivision of that part of the North half of the North half of the Northwest quarter of Section 6, Township 35 North, Range 14, East of the Third Principal Meridian, lying East of Easterly right of way of Illinois Central Railroad and West of Public Highway known as Chicago and Vincennes Road (except from said Lots 13 and 12 in Block 3 and Lots 1 and 2 in Block 4 those parts thereof which were dedicated for public road) according to the plat thereof recorded April 18, 1925 as Document Number 8868569 in Cook County, Illinois.

Common Address: 2155 183rd Street

PINs: 32-06-101-004-0000 32-06-101-005-0000 32-06-101-006-0000

EXHIBIT B

Description of Work	Cost		
updates to the façade, new awnings, tuck-pointing, new			
doors, painting, and repairs	\$130,000		

MEMORANDUM OF AGREEMENT (EXHIBIT C)

On November 8, 2022, the VILLAGE OF HOMEWOOD, Cook County, Illinois ("VILLAGE") and George Nikolopoulos ("BUILDING OWNER"), entered into a Redevelopment Agreement covering the following property:

	Lots 1 and 2 (except that part of said Lots				
Legal Description:	dedicated for public road), also Lot 3 in				
	Block 4 in South Homewood, a subdivision				
	of that part of the North half of the North				
	half of the Northwest quarter of Section 6,				
	Township 35 North, Range 14, East of the				
	Third Principal Meridian, lying East of				
	Easterly right of way of Illinois Central				
	Railroad and West of Public Highway				
	known as Chicago and Vincennes Road				
	(except from said Lots 13 and 12 in Block 3				
	and Lots 1 and 2 in Block 4 those parts				
	thereof which were dedicated for public				
	road) according to the plat thereof recorded				
	April 18, 1925 as Document Number 8868569				
	in Cook County, Illinois.				
	32-06-101-004-0000				
Permanent index numbers:	32-06-101-005-0000				
	32-06-101-006-0000				
Address of Real Estate:	2155 183 rd Street, Homewood, Illinois 60430				

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

VILLAGE OF HOMEWOOD	Blueberry Hill
By: Richard A. Hofeld, Village President	By: George Nikolopoulos
Signed and sworn to before me by Richard A. Hofeld on, 2022.	Signed and sworn to before me by George Nikolopoulos on , 2022.
Notary Public	Notary Public

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



BOARD AGENDA MEMORANDUM

DATE OF MEETING: November 8, 2022

Item 10. F.

To: Village President and Board of Trustees

From: Napoleon Haney, Village Manager

Topic: Budget Amendment/Resolution authorizing the Village to sell a portion of the 174th Street right-of-way as surplus property to Wind Creek Casino for development purposes

PURPOSE

During Homewood's due diligence related to site assembly in preparation for the casino development, the Village learned that a portion of 174th Street, within Homewood's boundaries, belonged to the Illinois State Toll Highway Authority. Wind Creek Casino developers need 174th Street as the primary ingress and egress to the casino development. To expedite the processes required to complete these transactions, the Village desires to initiate two simultaneous processes (1) complete the purchase of the property from the Tollway and (2) declare the property surplus in order to sell the property to the casino for development purposes. While the Village completes the processes necessary to acquire the property from the Tollway, the Village can simultaneously initiate the processes required to sell the property to Wind Creek Casino.

PROCESS

To facilitate the Village's acquisition of the parcel from the Tollway, the Tollway completed an appraisal of the 174th Street parcel and determined its value at \$43,000 (\$1.50 per square foot). On July 26, 2022, the Village Board authorized the Village President to sign an Intergovernmental Agreement (IGA), requiring a \$43,000 lump sum payment to the Tollway to transfer ownership of the parcel to Homewood. Once the Tollway receives the payment, they will issue a property deed transferring ownership of the property to the Village. The property is within the Northeast Tax Increment Financing District (TIF) and the purchase of the land is a TIF eligible expense. The Village did not budget for this purchase, so a budget amendment is required to encumber \$43,000 for the purchase from the Tollway.

As a concurrent process, the Village can pass a resolution authorizing the Village to declare the anticipated property as surplus for the purpose of selling the property to Wind Creek Casino for development purposes. Per the IGA with the Tollway, should the Village convey any portion of the parcel to a private party (casino), the Village must reimburse the Tollway for any portion of the sale proceeds in excess of the \$1.50 per square foot.

OUTCOME

The Village plans to sell the 174th Street property to the casino development for \$43,000. In order to sell the property to the casino, the Village must declare the property as surplus property via resolution, publish the resolution in the newspaper and solicit for contracts to purchase the property.



FINANCIAL IMPACT

Funding Source: Northeast TIF District Budgeted Amount: \$0 Cost: \$43,000 purchase price from Tollway

LEGAL REVIEW

Completed

RECOMMENDED BOARD ACTION

Approve a budget amendment in the amount of \$43,000 in the Northeast Tax Increment Financing District (TIF) Fund; authorize the purchase of Parcel T-1A-502.EX from the Illinois State Toll Highway Authority for \$43,000; and pass a resolution authorizing the sale of surplus real estate owned by the Village of Homewood consisting of a portion of the 174th Street rightof-way west of Halsted Street identified as Parcel T-1A-502.EX in the Village of Homewood.

ATTACHMENT(S)

- Resolution
- Parcel Plat

RESOLUTION NO. <u>R - 3129</u>

A RESOLUTION AUTHORIZING THE SALE OF SURPLUS REAL ESTATE OWNED BY THE VILLAGE OF HOMEWOOD CONSISTING OF A PORTION OF THE 174TH STREET RIGHT OF WAY WEST OF HALSTED STREET IN THE VILLAGE OF HOMEWOOD

WHEREAS, the Village of Homewood has entered into an intergovernmental agreement with the Illinois State Toll Highway Authority to acquire a portion of 174th Street west of Halsted totaling approximately 29,044 square feet in Homewood; and

WHEREAS, the Village of Homewood has agreed to purchase the subject property for the appraised value of \$43,000.00 ((1.50 per square foot); and

WHEREAS, the property is located in the Northeast TIF Redevelopment Project Area; and

WHEREAS, the corporate authorities of the Village have determined that the property is surplus and should be sold; and

WHEREAS, Section 11-76-4.1 of the Illinois Municipal Code (65 ILCS 5/11-76-4.1) authorizes the corporate authorities of a municipality by resolution to authorize the sale of surplus publicly owned real estate.

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

SECTION ONE - AUTHORIZATION TO CONDUCT SALE:

The Village Manager and his staff are hereby directed to solicit proposed contracts for the following property more fully described in Exhibit A:

PIN: 29-29-409-012 (ROW-for recording purposes only)ADDRESS: A portion of 174th Street West of Halsted, Homewood, IL 60430Zoning: B-4 Commercial Shopping Center District

SECTION TWO – REQUIREMENTS FOR PROPOSED CONTRACTS:

Proposed contracts for purchase of the property described above shall be submitted to the Village at the Village Clerk's office in the Homewood Village Hall, 2020 Chestnut Road, Homewood, Illinois. The Buyer shall purchase the property as is. The corporate authorities of the Village of Homewood reserve the right to negotiate the terms of any proposed contract and may accept any contract proposal determined by them to be in the village's best interest, but in no event at a price less than 80% of the appraised value. Persons with questions may contact Director of Economic & Community Development Angela Mesaros at (708) 206-3387. **SECTION THREE - PUBLICATION:**

The Village Manager and his staff shall publish this resolution at the first opportunity after its passage in a newspaper of general circulation within the Village of Homewood.

SECTION FOUR - EFFECTIVE DATE:

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

PASSED and APPROVED this 8th day of November, 2022.

Village President

ATTEST:

Village Clerk

AYES: ____ ABSTENTIONS: ____ ABSENCES: ____

Exhibit A

LEGAL DESCRIPTION

THAT PART OF THE EAST ONE HALF OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SAID SECTION 29; THENCE SOUTH ALONG THE EAST LINE THEREOF, A DISTANCE OF 1897.94 FEET TO A POINT; THENCE WESTERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 40 MINUTES 20 SECONDS TO THE RIGHT OF THE LAST DESCRIBED LINE EXTENDED, A DISTANCE OF 83.0 FEET, FOR A POINT OF BEGINNING; THENCE CONTINUING WESTERLY ALONG THE LAST DESCRIBED LINE EXTENDED, A DISTANCE OF 558.74 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 164 DEGREES 26 MINUTES 19 SECONDS TO THE LEFT OF THE LAST DESCRIBED LINE EXTENDED A DISTANCE OF 246.02 FEET TO A POINT; THENCE EASTERLY ALONG A LINE FORMING AN ANGLE OF 15 DEGREES 33 MINUTES 41 SECONDS TO THE LEFT OF THE LAST DESCRIBED LINE EXTENDED, A DISTANCE OF 321.38 FEET TO A POINT: THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 40 MINUTES 20 SECONDS TO THE LEFT OF THE LAST DESCRIBED LINE EXTENDED A DISTANCE OF 66.0 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

EXCESS PLAT I.S.T.H.A. PARCEL T-IA-502 .EX 3110 WOODCREE DOWNERS GROVI P: 630.598.0007 VMVV.CAGECIVIL LICEL DECEMBER AND THE REPORT OF THE REPORTO Ņ BASIS OF BEARINGS COORDINATES AND REARINGS ARE RASED UPON THE ILLINGS STATE PLANE COORDINATE SYSTEM, EAST ZONE (MAD 83), ADJUSTED TO ROUND VALUES, AS ESTRAINSED BY REAL-THRE KREATER (RRK) LODBL NAVGATION SATELLITE SYSTEM (ONSS) UTUZING OPS CONTRAINTING AND ATELLITE SYSTEM (ONSS) UTUZING OPS PART CONVEYED ACCESS CONTROL RETAINED TOTAL HOLDIN REMA ACRES SQUARE FT. ACRES SQUARE FT. ACRES SQUARE FT. DEDICATED ACRES PARCEL NUMBER OWNER GRANTEE ILLINGIS STATE TOLL HIGHWAY AUTHORITY 29,044 0.667± T-1A-502.EX 0.667± 29,044 ٥ 0 N/A 0 -d. Root - FOUND 3." RON PAPE D ST RON ROL REVISIONS A ACTION OF R-SO-015-16 PARCEL OLEDOO4 174TH STREE RIGHT-OF-WAY VAR S TOLL HIGHWAY CO T-1A-502.EX VILLAGE OF EAST HAZEL CREST, ILLINOIS EXCESS PLAT T-1A-502.EX 0.11 S & 0.19 W 0.25 N & CALL PARCEL WINDCREEK HOSPITALITY GROUP PLN: 29-29-409-013 AS DESOBILD N SPECIAL WASANTY DCD REC. AS DOC. 1339833038 LEGEND DISTNO CONTRUME
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 ____ 0 0 0 SECTION 2 STATE OF ILLINOIS) COUNTY OF DUPAGE) AC---X00.XX' (X00.XX') (X00.XX') • 08800 THIS IS TO CERTIFY I, SAMU SURVEYED THE PARCEL PLA TO THE BEST OF MY KNOW OR HAVE ETE AS SHOWN TS SAD SURVEY, 0 - + + + + + ⊂ GVEN UNDER MY HAND AND SEAL A THIS 22ND DAY OF APRIL A.D., 2022 GENERAL NOTES M SJP h SMARL J PHTOPE SMARL PRESERVAL CAN LINKS PROFESSION, LIND SURVEYOR NO. 035-UCHNE ENVERSES NOVABER 30, 2022 TE:04/19/22 1. ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PLACES THEREOF, MEASUREMENTS SHOWN IN PARENTHESIS (DOC) ARE RECORD VALUES. T-9A-1 = EXISTING ISTINA PARCEL 11=30 RECORD VALUES. 2. DURINSIONS ALONG CURVED LINES ARE ARC LENSTHS (L), RADI (R) AND CHORD BEARING AND LENGTH (CH). 3. NO DURINGIN SHALL BE ASSUMED BY SCALE MEASUREMENT RELD WORK COMPLETED JANUARY 19, 2022 DESIGN FRM PROFESSIONAL LICENSE NO. 184007677 UCENSE EXPINES APRIL 30, 2023. NO DI 1



BOARD AGENDA MEMORANDUM

DATE OF MEETING:

November 8, 2022

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Dennis Bubenik, Director of Finance

Topic: 2022 Draft Real Estate Tax Levy Discussion

PURPOSE

It is necessary for the Village Board to discuss setting the yearly real estate tax levy under the rules applied to non-home rule communities. These rules are often referred to as "Tax Caps". The final real estate tax levy ordinances will be based on this discussion, and will be brought to the Board for a vote in December.

PROCESS

A tax levy is the amount of money a taxing body can request from the overall property taxes that are paid by residents within the taxing district.

Tax levy dollars provide approximately 9.5% of the revenue needed for general fund day-to-day operating expenses. They provide about 72% of the revenue to cover total pension/social security/Medicare expenses, and 100% of the revenue needed to pay General Obligation Bonds debt principle & interest expenses.

The rules for setting the levy are dictated by the State of Illinois and tax cap laws. The Village of Homewood's tax levy is allowed to increase from the previous year's levy based on (1) the change in Consumer Price Index (CPI) for the preceding calendar year and (2) the change for new construction value for the preceding calendar year.

The actual CPI is 7.0%. However, due to "tax caps", this amount is capped at 5.0%. The change for new construction value will not be known until the summer of 2023, so at this time, we are required to make a best estimate. The Village is estimating 1.0%. This gives the Village a total 6.0% increase over the prior year's tax capped levy. Because the 6.0% increase is in excess of the 5.0% in the tax cap rules, the Village will be required to publish and hold a Truth in Taxation Hearing at the December 13, 2022 Board meeting.



An item of note is that Cook County has not released the tax capped levy amounts as of yet. Should the numbers be available by the December 13, 2022 Board meeting, the levy recommendation can be adjusted. Any adjustments should be minor.

The 6.0% increase is allocated between the cost of providing municipal services and meeting our pension obligations. An actuary calculates the Police & Fire Pension amounts. Within the actuarial report, we are provided with two options. There is a 100% pension funded recommendation and a 90% funded recommendation. The Village has chosen the 90% funded option again for the 2022 tax levy so that the allocation towards the day-to-day operations of the municipality will not be reduced.

Debt obligations are also included in the 2022 tax levy. This amount is not subject to tax cap rules and allows the Village to levy for the coming year's principle and interest payments on the previously issued 2020 General Obligation bond. The amount levied is \$534,770.

The Village of Homewood's levy is approximately 10% of the total real estate tax bill. For example, if a home's total property tax bill is \$6,000, only \$600 of the annual property taxes are allocated to pay for Homewood's high-quality police, fire, public works, and other municipal services.

OUTCOME

The total 2022 Real Estate Tax Levy for the Village of Homewood's municipal operations, pension obligations, and debt service is \$7,145,461. This is an overall increase of 3.83%.

Dollars allocated to Police and Fire Pension based on the 90% funded option and social security/Medicare decreased by \$165,865. Tax levy dollars allocated to the day-to-day operating needs increased by \$539,432.

It should be noted again that once Cook County completes their steps, the final 2022 Real Estate Tax Levy presented to the Board on December 13, 2022 may include adjustments as necessary.

FINANCIAL IMPACT

The final levy will be the basis for next fiscal year's property tax budget amounts.

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

LEGAL REVIEW None required



RECOMMENDED BOARD ACTION

Discuss the 2022 Real Estate Tax Levy and direct staff to publish a Truth in Taxation Hearing notice in the local newspaper, hold a Truth in Taxation hearing at the Village Board's December 13, 2022 meeting, and bring the appropriate 2022 real estate tax levy ordinances to the Village Board's December 13, 2022 meeting for approval.

ATTACHMENT(S)

- Worksheet
- Calculation
- Request from Police Pension Board & Fire Pension Board for additional tax levy dollars for the 2022 tax levy.

EXTENDED 2021 LEVY (Projected Levy Us	ed for Nov	2022 Me	etir	ng)	\$	6,226,124	
¹ Increase in CPI 7% (tax cap rules allow onl	y 5% maxir	num)				5.0%	
New construction (estimated)						1.0%	
Total Increase in Levy (tax capped lines or	ily)					6.00%	
2022 TAX CAPPED LEVY					\$	6,599,691	
	To Be Det	ermined					
	by Cook	County					
	202	21		2021		2022	
	Tax Ext	ension	Pro	ojected Levy	Pro	ojected Levy	% Change
POLICE PENSION LEVY			\$	2,237,677	\$	2,140,536	-4.34%
FIRE PENSION LEVY			\$	762,102	\$	708,599	-7.02%
IMRF PENSION LEVY			\$	500,542	\$	500,000	-0.11%
SSI/MEDICARE LEVY			\$	482,095	\$	467,416	<u>-3.04%</u>
	\$		\$	3,982,416	\$	3,816,551	-4.16%
CORPORATE			\$	625,000	\$	847,451	35.59%
FIRE			\$	375,000	\$	508,470	35.59%
POLICE			\$	187,500	\$	254,235	35.59%
STREETS			\$	250,000	\$	338,980	35.59%
CROSSING GUARDS			\$	50,000	\$	67,796	35.59%
AUDIT			\$	50,000	\$	60,000	20.00%
INSURANCE			\$	706,208	\$	706,208	0.00%
	\$	-	\$	2,243,708	\$	2,783,140	24.04%
SUBTOTAL GENERAL FUND & PENSIONS	\$	Ē	\$	6,226,124	\$	6,599,691	6.00%
FIRE PENSION (NON-CAPPED)			\$	11,000	\$	11,000	0.00%
2020 G.O. BOND			\$	644,850	\$	534,770	-17.07%
	\$		<u>\$</u>	644,850	\$	534,770	
TOTAL 2022 TAX CAPPED LEVY	\$		\$	6,881,974	\$	7,145,461	3.83%



PROCESS FOR SETTING THE VILLAGE OF HOMEWOOD'S 2022 TAX LEVY

- 1. Calculate the change in the Consumer Price Index (CPI) for the past 12 months. This is known here in November, as it is the change in December 2021 CPI versus December 2020 CPI. This is 7% for the 2022 real estate tax levy.
- 2. Number 1 above is capped at 5% maximum so lower 7% to 5%.
- 3. Estimate the increase in new construction EAV. Since this will not be known until the summer of 2023, we will estimate 1%. Cook County will make the necessary adjustments depending on how close this estimate is to the actual.
- 4. Apply this 6% increase (5% plus 1%) to the tax capped levies of pensions and operating as released by Cook County. Since Cook County has not released this data as of today we will apply the 6% increase to the recommended 2021 levy as presented to the Board in November/December 2021. This can be adjusted assuming Cook County has the numbers by our December 13, 2022 Board meeting. Any adjustments should be minor. For this draft discussion we have \$6,599,691 which is an increase of \$373,567 from last year's real estate tax levy discussion. In addition, this 6% increase is in excess of the 5% in the tax cap rules so the Village is required to publish and hold a Truth in Taxation Hearing at the Board's December 13, 2022 meeting.
- 5. Allocate real estate tax levy dollars to police pension \$2,140,536 and fire pension \$708,599 line items as calculated by an independent actuary.
- 6. Internally calculate IMRF pension requirements of \$500,000 based on information provided by IMRF actuary. IMRF pension pool covers non-police pension and non-fire pension Village of Homewood employees.
- 7. Internally calculate the real estate tax levy amount required for social security and Medicare \$467,416.
- 8. Take number 4 calculation of \$6,599,691 and subtract number 5, 6, and7. This amount totals \$2,783,140 and will be used for the day-to-day operating section of the real estate tax levy
- Add \$534,770 real estate tax levy dollars required to meet principal and interest (P&I) payments from any outstanding general obligation (GO) bonds outstanding. This debt levy is not subject to tax cap rules. It is set each year at the amount of principal & interest due.
- 10. Add \$11,000 to reflect the effect of State's passage of PA-93-0689 for fire pension members.

<u>Reimer Dobrovolny & Labardi PC</u>

A PUBLIC SAFETY LAW FIRM

15 SPINNING WHEEL ROAD. SUITE 310. HINSDALE, ILLINOIS 60521 (630) 654-9547 (630) 654-9676 FAX www.RDLaborLawPC.com

306 W. GREEN STŘEET Urbana. Illinois, 61801 217-344-2376

840 S. SPRING STREET, SUITE D Springfield, Jelinois 62704

October 26, 2022

Honorable Rich Hofeld, Village President Village of Homewood 2020 Chestnut Road Homewood, Illinois 60430

By Certified Return Receipt Mail

Re: Homewood Police Pension Fund-Annual Tax Levy Requirements

Dear Mayor Hofeld:

* RICHARD J. REIMER

JAMES L. DOBROVOLNY BRIAN J. LABARDI

VINCENT C. MANCINI

CHRIS W. POTTHOFF, IR.

BRYAN L. STRAND

SHAREHOLDER

Please be advised that the undersigned is legal counsel for the Homewood Police Pension Fund. At today's Pension Board meeting, the Pension Board Trustees discussed the annual tax levy/municipal contribution requirements for the Pension Fund for the upcoming tax year. As you are aware, the Pension Board either relies on an actuarial valuation performed by the Illinois Department of Insurance or an independent actuary employed by the Pension Board.

In this case, the Pension Board relied upon the actuarial valuation performed by Lauterbach & Amen. Their recommended levy for the upcoming tax year, in order to satisfy the annual requirements of the Homewood Police Pension Fund, as required by §5/3-125 of the Pension Code, is \$2,607,500. A copy of the Lauterbach & Amen report is enclosed for your review.

Accordingly, pursuant to §5/3-125 of the Pension Code, the Homewood Police Pension Board is requesting the Village of Homewood levy or contribute that amount for the upcoming tax year in order to satisfy the annual requirements of the Homewood Police Pension Fund. In the event that the Village will not be levying or contributing this amount, please advise me.

Also enclosed, please find a copy of the Pension Fund's "municipal compliance report". A copy of the current investment policy is available upon request although I note the Fund has transferred its assets to the Police Officers' Pension Investment Fund in accordance with the recent pension consolidation legislation. Finally, the Pension Board wishes to draw your attention to §3-125.1 of the Pension Code and §4402.30 of the Illinois Administrative Code defining salary for pension purposes. Both those authorities refer to pensionable salary as being determined at least in part as that established by the municipality's appropriations ordinance. A similar conclusion was recently reached by the First District Appellate Court in *City of Chicago Ridge v. Chicago Ridge Firefighters' Pension Bd. of Trustees*, 2016 IL App (1st) 152089. In light of these authorities, the Pension Board requests the City ensure the appropriate salaries attached to rank for officers covered by Article 3 of the Pension Code are properly reflected in a municipal appropriations ordinance.

Thank you for your anticipated cooperation and assistance in this matter. Please do not hesitate to contact the undersigned should you have any questions concerning this matter.

yours, Brian J. LaBardi

cc: Mr. Greg Knoll, President Homewood Police Pension Board

<u>Reimer Dobrovolny & Labardi PC</u>

A PUBLIC SAFETY LAW FIRM

3 638

*Richard J. Reimer James L. Dobrovolny Brian J., Labardi Vincent C. Mancini Nemura G. Pencyla

PATRICK N. ROBERTS CHRIS W. POTTHOFF, JR. *Shareholder 15 Spinning Wheel Road, Suite 310, Hinsdale, Illinois 60521 (630) 654-9547 (630) 654-9676 Fax www.RDLaborLawPC.com

306 W. GREEN STREET Urbana, Illinois, 61801 217-344-2376

840 S. Spring Street, Suite D Springfield, Illinois 62704

October 20, 2022

Honorable Rich Hofeld, Village President Village of Homewood 2020 Chestnut Road Homewood, Illinois 60430

By Certified Return Receipt Mail

Re: <u>Homewood Firefighters' Pension Fund – Annual Tax Levy/Municipal</u> <u>Compliance Report</u>

Dear Village President Hofeld:

As you are aware, the undersigned is legal counsel for the Homewood Firefighters' Pension Fund. At the October 19, 2022, quarterly Pension Board meeting, the Pension Board Trustees discussed the annual tax levy requirements for the Pension Fund for the upcoming tax year. As you are aware, the Pension Board either relies on an actuarial valuation performed by the Illinois Department of Insurance, or an independent actuary employed by the Village.

In this case, the Pension Board has relied upon the actuarial valuation performed by Lauterbach & Amen, an actuary employed by the Pension Board. According to this valuation, the recommended amount necessary in order to satisfy the annual requirements of §5/4-118 of the Illinois Pension Code, for the upcoming fiscal year is \$913,724.00. A copy of the Lauterbach & Amen Actuarial Valuation Report is enclosed for your review.

Accordingly, pursuant to §5/4-118 and §5/4-134 of the Illinois Pension Code, the Homewood Firefighters' Pension Board is requesting the Village of Homewood levy the above amount for the up-coming tax year to satisfy the annual requirements of the Homewood Firefighters' Pension Fund. In the event that the Village will not be levying this amount, please advise me.

As required by Public Act 95-950, enclosed please find a copy of the Pension Board's "Municipal Compliance Report". A copy of the Board's current Investment Policy is available upon request.

Finally, the Pension Board wishes to draw your attention to §4-118.1 of the Pension Code and §4402.30 of the Illinois Administrative Code defining salary for pension purposes. Both those authorities refer to pensionable salary as being determined at least in part as that established by the municipality's appropriations ordinance. A similar conclusion was recently reached by the First District Appellate Court in *Village of Chicago Ridge v. Chicago Ridge Firefighters' Pension Bd. of Trustees*, 2016 IL App (1st) 152089. In light of these authorities, the Pension Board requests the Village ensure the appropriate salaries attached to rank for officers covered by Article 4 of the Pension Code are properly reflected in a municipal appropriations ordinance.

Thank you for your anticipated cooperation and assistance in this matter. Please do not hesitate to contact the undersigned should you have any questions concerning this matter.

Very truly yours,

Enclosure

cc: Greg Knoll, President Homewood Firefighters' Pension Board