

# MEETING AGENDA



## Board of Trustees Meeting

Village of Homewood

October 24, 2023

Meeting Start Time: 7:00 PM

Village Hall Board Room

2020 Chestnut Road, Homewood, IL

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

Please see last page of agenda for virtual meeting information.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Introduction of Staff
5. Minutes:

Consider a motion to approve the minutes of the regular meeting of the Board of Trustees held on October 10, 2023.
6. Claims List:

Consider a motion to approve the Claims List of Tuesday, October 24, 2023 in the amount of \$752,550.48.
7. Meet Your Merchants
8. Hear from the Audience
9. Oaths of Office: The Village Clerk will administer the oath of office to:

Joshua Burman for the position of Assistant Director of Public Works.
10. Omnibus Vote: Consider a motion to pass, approve, authorize, accept, or award the following item(s):
  - A. Reappointments/Veterans Committee/Economic Development Committee: Approve the reappointments of Sheree Henry to the Veterans Committee for a three-year term ending on October 24, 2026; and Barbara Dawkins to the Economic Development Committee for a two-year term ending on October 24, 2025.
  - B. Budget Amendments/American Rescue Plan Act Funds: Approve a budget amendment allocating American Rescue Plan Act funds for the following projects: 1) Downtown Tree Grate Replacement: \$31,000; 2) Fire Department Brick Landscape: \$15,000; 3) Harwood Metra Lot Improvements (Porous Pave): \$12,500; and 4) Village-wide Street Patching (Phase Two): \$13,000.

- C. R-3164/Motor Fuel Tax Funds/Phase Two Road Patching: Pass a supplemental resolution appropriating an additional \$81,250 of Motor Fuel Tax funds to fund the low bid award of the 2023 Rebuild Illinois Bond Resurfacing Program to Gallagher Asphalt Corporation of Thornton, IL.
- D. Bid Award/Pavement Patching/Gallagher Asphalt Corporation: Award the bid for the 2023 MFT General Maintenance Pavement Patching Program Phase Two to Gallagher Asphalt Corporation of Thornton, IL, the lowest responsible bidder, in the amount of \$419,250.
- E. Site Lease Agreement Amendment/T-Mobile Central LLC: Authorize the Village Manager to enter into a Fourth Amendment to the Site Lease Agreement between the Village of Homewood and T-Mobile Central LLC of Delaware with an adjusted lump sum payment to the Village in the amount of \$26,387, allowing T-Mobile to install three (3) additional cell antennas at the Pierce Avenue water tower site pending all municipal reviews.

11. Old Business:

M-2267/Special Use Permit/Manna Crematory/17803 Bretz Drive: The Village Board shall make the final decision on all special uses. In consideration of the attached ordinance granting a special use permit for a Crematorium on application by Jeffery N. Sachs, “Manna Crematory” at 17803 Bretz Drive, in the M-1 Limited Manufacturing zoning district, Staff recommends the Village Board consider the following options: 1) Approve the special use with the condition that the applicant must comply with all local, State, and Federal certifications and licenses as recommended by the Planning & Zoning Commission (by a vote of 4 to 2); or 2) Refer the matter back to the Planning and Zoning Commission for further consideration of conditions.

12. New Business:

- A. Redevelopment Agreement/A & R Silk Screening, LLC/1313-1351 175th Street: Authorize the Village President to enter into a redevelopment agreement with A & R Silk Screening to develop the properties at 1313 and 1351 175th Street.
- B. R-3165/Cook County Class 8 Tax Assessment/1351 175th Street: Pass a resolution supporting a Class 8 Tax Assessment under the Cook County Real Property Assessment Classification ordinance for real estate located at 1351 175th Street.
- C. R-3166/Cook County Class 8 Tax Assessment/1313 175th Street: Pass a resolution supporting a Class 8 Tax Assessment under the Cook County Real Property Assessment Classification ordinance for real estate located at 1313 175th Street.
- D. R-3167/Contract for Purchase/1313 175th Street: Pass a resolution authorizing the Village of Homewood to enter into a contract for the purchase of 1313 175th Street from Huey Plaza LLC.

13. General Board Discussion

14. Executive Session: Consider a motion to enter into executive session to discuss the following:  
Purchase or lease of real property under 5 ILCS 120/2(c)(5).

15. Adjourn

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

- To View the Meeting via Computer or Smartphone - Type in: Zoom.us into any internet browser.

Select: JOIN A MEETING from menu at top right of page. Meeting I.D.: 980 4907 6232

Meeting Password: 830183. Enter an email address (required), or

- To Listen to the Meeting via Phone - Dial: (312) 626-6799

Enter above "Meeting I.D. and Meeting Password" followed by "#" sign

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VILLAGE OF HOMEWOOD  
BOARD OF TRUSTEES MEETING  
TUESDAY, OCTOBER 10, 2023  
VILLAGE HALL BOARD ROOM

CALL TO ORDER: President Hofeld called the regular meeting of the Board of Trustees to order at 7:00 p.m.

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

ROLL CALL: Clerk Marilyn Thomas called the roll. Those present were Village President Richard Hofeld, Trustee Julie Willis, Trustee Anne Colton, 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, Assistant Village Manager Tyler Hall, Director of Economic & Community Development Angela Mesaros, Fire Chief Bob Grabowski, and Police Chief Denise McGrath.

MINUTES: The minutes from the meeting of September 26, 2023 were presented. There were no comments or corrections.

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

***Roll Call: AYES—Trustees Willis, Colton, Heiferman, Harris-Jones and Roman. NAYS -None. Motion carried.***

A motion was made by Trustee Colton and seconded by Trustee Harris-Jones to approve the September 19, 2023 Committee of the Whole meeting minutes.

***Roll Call: AYES—Trustees Colton, Heiferman, Harris-Jones. NAYS -None. ABSTAIN - Trustees Willis and Roman. Motion carried.***

CLAIMS LIST: The Claims List in the amount of \$741,501.08 was presented. There were no questions from the Trustees.

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

***Roll Call: AYES—Trustees Willis, Colton, Heiferman, Harris-Jones and Roman. NAYS -None. Motion carried.***

President Hofeld said two items totaled 54 percent of the Claims List: \$141,561.49 to M & J Underground, Inc. for repairs to the Marlin Avenue water main, and \$254,566.54 for October employee health insurance.

MEET THE MERCHANTS: Derek Hincks addressed the board to share news of his Crumbl Cookies store that recently opened at 17751 Halsted St. He said his family first learned of Crumbl Cookies when they lived in Utah. The family relocated to the Chicago area for work opportunities, and he and his wife decided they would bring the franchise to the area. The Homewood store is its third in the area. The store features 250 flavors, although only six are available at any one time.

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

OATHS OF OFFICE: Clerk Thomas administered the oath of office to Charise Campbell who is the new Building Division permit clerk, and Noah Schumerth who is the new Assistant Director of Economic and Community Development.

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

- A. R-3163/Retirement/Richard Sewell: Pass a resolution honoring Richard Sewell on his retirement from the Homewood Police Department.
- B. Reappointment/Tree Committee/Regina Zohfeld: Approve the reappointment of Regina Zohfeld to the Tree Committee for a three-year term ending on October 10, 2026.

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

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

Police Chief McGrath thanked Sgt. Sewell for his 18 years with the Police Department and all the excellent work he did for the community. She wished him well as he relocates to Massachusetts. Clerk Thomas read the resolution honoring Sgt. Sewell who, among his many positions in the department, was appointed as Deputy Chief of Police in September 2016. Afterward, he thanked the Village Board and President Hofeld for their ongoing support and said officers who follow him will continue to do the excellent police work the community has come to expect.

GENERAL BOARD DISCUSSION: Trustee Heiferman said he was thinking of the community's friends and family members in Israel. Although the violent attacks on Israel Oct. 7 are half way around the globe, he asks the community to unite and unequivocally denounce the actions. Trustees agreed with Heiferman's statement.

President Hofeld extended his condolences to Fred Sierzega and his family on the death of Suzie Sierzega Oct. 6. The couple operated Suzie's Hallmark in Homewood for nearly 50 years, and Fred serves on the Planning and Zoning Commission.

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

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

The meeting adjourned at 7:25 p.m.

Respectfully submitted,

Marilyn Thomas  
Village Clerk



PUBLIC COMMENTS –  
for the Tuesday, October 10, 2023 Board Meeting

**From:** Gia Jones  
**Sent:** Wednesday, October 4, 2023 7:28 AM  
**To:** PublicComments <[comments@homewoodil.gov](mailto:comments@homewoodil.gov)>  
**Subject:** Homeless People Trash

Hello Homewood Administration,

I'm writing this letter with concern of our Apollo Park and our grocery area on 17700 in Halsted. We have welcomed and given the homeless or needy people money for food and encouraging words. However this new turn around with the refugees that are settling in is starting to be disturbing because of them now leaving trash wherever they want to. We walk our dog often in Apollo park and in the evening they are cooking food. They are leaving trash and all sorts of debris on the park grounds and it is nasty and harmful to our pets and Children. I'm not sure what you'll attend to do but the issue needs to be discussed.

Name	Description	DEPARTMENT	Net Invoice Amount
AIR ONE EQUIPMENT INC	BOOTS	FIRE DEPARTMENT	299.00
Total AIR ONE EQUIPMENT INC:			299.00
ALL CLEAR CLEAN OUT SERVI	DEBRIS REMOVAL	FIRE DEPARTMENT	315.00
ALL CLEAR CLEAN OUT SERVI	DEBRIS REMOVAL	FIRE DEPARTMENT	225.00
Total ALL CLEAR CLEAN OUT SERVICES:			540.00
AMAZON CAPITAL SERVICES IN	AWARDS MAILING ENVELOPES	MANAGER'S OFFICE	20.49
AMAZON CAPITAL SERVICES IN	CANDY FOR ALL HALLOWEEN EVENTS	MANAGER'S OFFICE	161.74
AMAZON CAPITAL SERVICES IN	HALLOWEEN DECORATIONS - EVENTS	MANAGER'S OFFICE	59.97
AMAZON CAPITAL SERVICES IN	OFFICE SUPPLIES	MANAGER'S OFFICE	268.97
AMAZON CAPITAL SERVICES IN	DELL HARD DRIVE REPLACEMENTS	MANAGER'S OFFICE	199.92
AMAZON CAPITAL SERVICES IN	PHONE CASE	PUBLIC WORKS	177.84
AMAZON CAPITAL SERVICES IN	HOOKS FOR TENTS	MANAGER'S OFFICE	52.12
AMAZON CAPITAL SERVICES IN	PHONE CASE AND CHARGER	PUBLIC WORKS	68.80
Total AMAZON CAPITAL SERVICES INC:			1,009.85
AMERICAN LAWN LLC	PROPERTY CLEANUP	FIRE DEPARTMENT	890.00
AMERICAN LAWN LLC	BCTC LAWN CUTS	FIRE DEPARTMENT	250.00
AMERICAN LAWN LLC	COMMERCIAL CUTS COMMERCIAL	FIRE DEPARTMENT	109.00
AMERICAN LAWN LLC	CLEAN UP	FIRE DEPARTMENT	395.00
AMERICAN LAWN LLC	CLEAN UP 18439 MARSHFIELD	FIRE DEPARTMENT	325.00
AMERICAN LAWN LLC	SHOPPING CARTS	FIRE DEPARTMENT	250.00
AMERICAN LAWN LLC	SHOPPING CARTS	FIRE DEPARTMENT	250.00
Total AMERICAN LAWN LLC:			2,469.00
ANDREW MCCANN LAWN SPRI	EOC IRRIGATION SERVICE	PUBLIC WORKS	175.00
Total ANDREW MCCANN LAWN SPRINKLER COMPANY:			175.00
ANGELA MESAROS	TRAVEL REIMBURSEMENT	MANAGER'S OFFICE	13.00
Total ANGELA MESAROS:			13.00
ARTISTIC ENGRAVING	BADGES	POLICE DEPARTMENT	540.25
ARTISTIC ENGRAVING	DEPARTMENT BADGES & MEDALS	POLICE DEPARTMENT	573.75
Total ARTISTIC ENGRAVING:			1,114.00
ASC INDUSTRIES	OPERATING SUPPLIES PW	PUBLIC WORKS	524.00
ASC INDUSTRIES	CONTRACTUAL SERVICE PW	PUBLIC WORKS	900.00
ASC INDUSTRIES	L&M REPAIR PARTS	PUBLIC WORKS	261.94
ASC INDUSTRIES	STREET DEPT REPAIR PARTS	PUBLIC WORKS	417.41
ASC INDUSTRIES	VEHICLE MAINT DEPT SUPPLIES	PUBLIC WORKS	196.64
ASC INDUSTRIES	WATER DEPT REPAIR PARTS	PUBLIC WORKS	221.54
Total ASC INDUSTRIES:			2,521.53
AVALON PETROLEUM COMPAN	FUEL INVENTORY GASOLINE	ASSETS	7,347.50
AVALON PETROLEUM COMPAN	FUEL INVENTORY DIESEL	ASSETS	1,962.00
Total AVALON PETROLEUM COMPANY:			9,309.50

Name	Description	DEPARTMENT	Net Invoice Amount
BARTELSON MICHAEL	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	470.21
Total BARTELSON MICHAEL:			470.21
BLUEBERRY HILL	BLUEBERRY HILL INCENTIVE REIMBURSEMENT	PUBLIC WORKS	65,000.00
Total BLUEBERRY HILL:			65,000.00
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES - FD	FIRE DEPARTMENT	534.68
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES - FD	FIRE DEPARTMENT	242.62
Total BOUND TREE MEDICAL LLC:			777.30
BRENNTAG GREAT LAKES	CAUSTIC SODA	PUBLIC WORKS	5,264.79
Total BRENNTAG GREAT LAKES:			5,264.79
BRITES TRANSPORATION LTD	LINCOLN SPOIL HAUL OUT	PUBLIC WORKS	5,239.50
BRITES TRANSPORATION LTD	LINCOLN SPOIL HAUL OUT	PUBLIC WORKS	5,239.50
Total BRITES TRANSPORATION LTD:			10,479.00
CDW GOVERNMENT INC	ADOBE CREATIVE CLOUD RENEWAL	MANAGER'S OFFICE	829.82
Total CDW GOVERNMENT INC:			829.82
CHARLES MARTIN	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	523.20
Total CHARLES MARTIN:			523.20
CHERYL HATHAWAY	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	2,797.87
Total CHERYL HATHAWAY:			2,797.87
CHEVROLET OF HOMEWOOD	ADMIN REPAIR PARTS	PUBLIC WORKS	487.50
CHEVROLET OF HOMEWOOD	WATER DEPT REPAIR PARTS	PUBLIC WORKS	30.12
CHEVROLET OF HOMEWOOD	STREET DEPT REPAIR PARTS	PUBLIC WORKS	109.10
CHEVROLET OF HOMEWOOD	ADMIN REPAIR PARTS	PUBLIC WORKS	952.10
CHEVROLET OF HOMEWOOD	STREET DEPT REPAIR PARTS	PUBLIC WORKS	357.77
Total CHEVROLET OF HOMEWOOD:			1,936.59
CHICAGO AREA WATERWAYS C	ANNUAL DUES	PUBLIC WORKS	1,697.00
Total CHICAGO AREA WATERWAYS CHLORIDE WKGPR:			1,697.00
CHRISTOPHER BOLDT	FARMERS MARKET ENTERTAINMENT	MANAGER'S OFFICE	150.00
Total CHRISTOPHER BOLDT:			150.00
CITY OF CHICAGO HEIGHTS	WATER PURCHASED 8/1/2023-8/31/2023	PUBLIC WORKS	133,926.25
CITY OF CHICAGO HEIGHTS	WATER PURCHASED 8/1/2023-8/31/2023	PUBLIC WORKS	172,776.20
Total CITY OF CHICAGO HEIGHTS:			306,702.45
COMED	UTILITIES	PUBLIC WORKS	1,141.48
COMED	UTILITIES	PUBLIC WORKS	5,039.22



Name	Description	DEPARTMENT	Net Invoice Amount
COMED	UTILITIES	PUBLIC WORKS	27.85
COMED	UTILITIES	PUBLIC WORKS	763.03
COMED	UTILITIES	PUBLIC WORKS	769.43
COMED	UTILITIES	PUBLIC WORKS	378.98
COMED	UTILITIES	PUBLIC WORKS	51.96
COMED	UTILITIES	PUBLIC WORKS	63.03
COMED	UTILITIES	PUBLIC WORKS	2,191.81
COMED	UTILITIES	PUBLIC WORKS	1,942.05
COMED	UTILITIES	PUBLIC WORKS	544.84
COMED	UTILITIES	PUBLIC WORKS	168.11
COMED	UTILITIES	PUBLIC WORKS	36.67
Total COMED:			13,118.46
COOK COUNTY CLERK	RECORDING FEES - VA	MANAGER'S OFFICE	2,137.00
Total COOK COUNTY CLERK:			2,137.00
CTT ELECTRIC	ELECTRICAL INSPECTIONS	FIRE DEPARTMENT	1,320.00
Total CTT ELECTRIC:			1,320.00
CURRIE MOTORS	ADMIN REPAIR PARTS	PUBLIC WORKS	33.94
Total CURRIE MOTORS:			33.94
CURRIE MOTORS (PARTS)	STREET DEPT REPAIR PARTS	PUBLIC WORKS	73.54
CURRIE MOTORS (PARTS)	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	125.42
CURRIE MOTORS (PARTS)	STREET DEPT REPAIR PARTS	PUBLIC WORKS	42.35
Total CURRIE MOTORS (PARTS):			241.31
D CONSTRUCTION INC	ASPHALT	PUBLIC WORKS	308.14
D CONSTRUCTION INC	ASPHALT	PUBLIC WORKS	1,120.30
D CONSTRUCTION INC	ASPHALT	PUBLIC WORKS	164.92
Total D CONSTRUCTION INC:			1,593.36
DELTA SONIC CAR WASH	VEHICLE WASHES	PUBLIC WORKS	4.50
Total DELTA SONIC CAR WASH:			4.50
DMC SECURITY SERVICES INC	ALARM MONITORING SERVICES	PUBLIC WORKS	66.00
DMC SECURITY SERVICES INC	ALARM MONITORING SERVICES	PUBLIC WORKS	132.00
Total DMC SECURITY SERVICES INC:			198.00
EBELS ACE HARDWARE	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	308.11
EBELS ACE HARDWARE	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	30.99
EBELS ACE HARDWARE	CBD CHRISTMAS LIGHT POLE PROJECT	PUBLIC WORKS	1,763.19
EBELS ACE HARDWARE	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	135.00
EBELS ACE HARDWARE	SHOP SUPPLIES	PUBLIC WORKS	15.56
Total EBELS ACE HARDWARE:			2,190.87
ERIC BUJAK	SSERT EQUIPMENT	POLICE DEPARTMENT	585.86

Name	Description	DEPARTMENT	Net Invoice Amount
Total ERIC BUJAK:			585.86
EXPERT CHEMICAL	DISPOSABLE COMMODITIES	PUBLIC WORKS	957.75
EXPERT CHEMICAL	DISPOSABLE COMMODITIES	PUBLIC WORKS	343.98
EXPERT CHEMICAL	DISPOSABLE COMMODITIES	PUBLIC WORKS	96.09
Total EXPERT CHEMICAL:			1,397.82
FIRST AID CORP	VEHICLE MAINT SUPPLIES	PUBLIC WORKS	190.51
FIRST AID CORP	VEHICLE MAINT SUPPLIES	PUBLIC WORKS	98.10
Total FIRST AID CORP:			288.61
FIRST MIDWEST BANK/FINANC	IGFOA CONFERENCE - HOTEL	MANAGER'S OFFICE	225.40
FIRST MIDWEST BANK/FINANC	IGFOA CONFERENCE - HOTEL	MANAGER'S OFFICE	225.40
Total FIRST MIDWEST BANK/FINANCE:			450.80
FIRST MIDWEST BANK/FIRE	TRAINING	FIRE DEPARTMENT	106.00
FIRST MIDWEST BANK/FIRE	TURNOUT GEAR - FD	FIRE DEPARTMENT	96.94
FIRST MIDWEST BANK/FIRE	BREATHIN APPARATUS - FD	FIRE DEPARTMENT	200.00
FIRST MIDWEST BANK/FIRE	PAPER CUTTER	FIRE DEPARTMENT	53.22
FIRST MIDWEST BANK/FIRE	BANNERS	FIRE DEPARTMENT	86.16
Total FIRST MIDWEST BANK/FIRE:			542.32
FIRST MIDWEST BANK/MGRS	CHRISTMAS CAROLERS DEPOSIT	MANAGER'S OFFICE	900.00
FIRST MIDWEST BANK/MGRS	FALL FEST ENTERTAINMENT	MANAGER'S OFFICE	2,050.00
FIRST MIDWEST BANK/MGRS	RECRUITMENT ASSISTANT PW DIRECTOR	MANAGER'S OFFICE	83.00
FIRST MIDWEST BANK/MGRS	FALL FEST EQUIPMENT	MANAGER'S OFFICE	2,649.40
FIRST MIDWEST BANK/MGRS	FALL FEST EQUIPMENT	MANAGER'S OFFICE	239.40
FIRST MIDWEST BANK/MGRS	FALL FEST EQUIPMENT	MANAGER'S OFFICE	709.40
FIRST MIDWEST BANK/MGRS	FALL FEST DECOR	MANAGER'S OFFICE	1,324.00
FIRST MIDWEST BANK/MGRS	WITCHES NIGHT OUT BAGS	MANAGER'S OFFICE	461.78
FIRST MIDWEST BANK/MGRS	MEMBERSHIPS	MANAGER'S OFFICE	54.40
FIRST MIDWEST BANK/MGRS	MEMBERSHIPS	MANAGER'S OFFICE	54.40
FIRST MIDWEST BANK/MGRS	APPLE MUSIC	MANAGER'S OFFICE	10.99
FIRST MIDWEST BANK/MGRS	RECRUITMENT ASSISTANT DIRECTOR ECD	MANAGER'S OFFICE	87.65
FIRST MIDWEST BANK/MGRS	LUNCHEON	MANAGER'S OFFICE	136.88
FIRST MIDWEST BANK/MGRS	LUNCH MEETING - BRUNSWICK	MANAGER'S OFFICE	62.24
FIRST MIDWEST BANK/MGRS	COMCAST CONSOLIDATED BILL	MANAGER'S OFFICE	1,336.11
FIRST MIDWEST BANK/MGRS	COMCAST CONSOLIDATED BILL	MANAGER'S OFFICE	21.06
FIRST MIDWEST BANK/MGRS	COMCAST FIBER INTERNET	MANAGER'S OFFICE	1,626.90
FIRST MIDWEST BANK/MGRS	CONSTANT CONTACT SERVICE	MANAGER'S OFFICE	145.00
FIRST MIDWEST BANK/MGRS	DOMAIN RENEWAL	MANAGER'S OFFICE	22.36
FIRST MIDWEST BANK/MGRS	CPANEL RENEWAL	MANAGER'S OFFICE	119.88
FIRST MIDWEST BANK/MGRS	COMMUNICATIONS EQUIPMENT - FD	FIRE DEPARTMENT	216.52
FIRST MIDWEST BANK/MGRS	SHAREPOINT PLAN RENEWALS	MANAGER'S OFFICE	540.00
FIRST MIDWEST BANK/MGRS	EMAIL ACCOUNTS RENEWAL	MANAGER'S OFFICE	17,280.00
FIRST MIDWEST BANK/MGRS	LUNCH MEETING	MANAGER'S OFFICE	91.75
FIRST MIDWEST BANK/MGRS	ZOOM MONTHLY	MANAGER'S OFFICE	40.00
Total FIRST MIDWEST BANK/MGRS:			30,263.12
FIRST MIDWEST BANK/POLICE	QUARTERMASTER-UNIFORMS-PD RETURN	POLICE DEPARTMENT	16.04-
FIRST MIDWEST BANK/POLICE	FIRST AID POUCH BAGS	POLICE DEPARTMENT	97.35

Name	Description	DEPARTMENT	Net Invoice Amount
FIRST MIDWEST BANK/POLICE	FIRST AID POUCH BAGS	POLICE DEPARTMENT	32.45
FIRST MIDWEST BANK/POLICE	FIRST AID POUCH BAGS	POLICE DEPARTMENT	64.90
FIRST MIDWEST BANK/POLICE	OFFICE SUPPLIES	POLICE DEPARTMENT	47.48
FIRST MIDWEST BANK/POLICE	OPERATING SUPPLIES	POLICE DEPARTMENT	52.23
FIRST MIDWEST BANK/POLICE	RETIREMENT LUNCH	POLICE DEPARTMENT	198.47
Total FIRST MIDWEST BANK/POLICE:			476.84
FIRST MIDWEST BANK/PUBLIC	CBD DECOR	PUBLIC WORKS	12.99
FIRST MIDWEST BANK/PUBLIC	ADOBE - FLEET COMPUTER	PUBLIC WORKS	21.24
FIRST MIDWEST BANK/PUBLIC	WREATHS - CBD DECOR	PUBLIC WORKS	130.35
FIRST MIDWEST BANK/PUBLIC	WREATHS - CBD DECOR	PUBLIC WORKS	1,578.72
FIRST MIDWEST BANK/PUBLIC	CONTAINER - TRAINING SITE	PUBLIC WORKS	182.51
FIRST MIDWEST BANK/PUBLIC	SHOP TOOLS	PUBLIC WORKS	675.75
FIRST MIDWEST BANK/PUBLIC	HOLIDAY DECOR CBD	PUBLIC WORKS	31.70
FIRST MIDWEST BANK/PUBLIC	HOLIDAY DECOR CBD	PUBLIC WORKS	383.85
FIRST MIDWEST BANK/PUBLIC	HOLIDAY DECOR CBD	PUBLIC WORKS	38.69
FIRST MIDWEST BANK/PUBLIC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	99.97
FIRST MIDWEST BANK/PUBLIC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	71.83
FIRST MIDWEST BANK/PUBLIC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	103.92
FIRST MIDWEST BANK/PUBLIC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	115.92
FIRST MIDWEST BANK/PUBLIC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	296.76
Total FIRST MIDWEST BANK/PUBLIC WORKS:			3,420.10
FLEET SAFETY SUPPLY	VEHICLE PURCHASE EQUIPMENT - PD	PUBLIC WORKS	237.53
Total FLEET SAFETY SUPPLY:			237.53
FORD OF HOMEWOOD	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	81.60
FORD OF HOMEWOOD	STREET DEPT REPAIR PARTS	PUBLIC WORKS	198.90
Total FORD OF HOMEWOOD:			280.50
GALLAGHER MATERIALS	ASPHALT	PUBLIC WORKS	138.00
Total GALLAGHER MATERIALS:			138.00
GBJ SALES LLC	SPRAYS FOR EQUIPMENT	PUBLIC WORKS	364.05
Total GBJ SALES LLC:			364.05
GREAT LAKES CONCRETE LLC	STORM WATER	PUBLIC WORKS	441.00
Total GREAT LAKES CONCRETE LLC:			441.00
GW BERKHEIMER CO INC	HVAC REPAIRS - PW	PUBLIC WORKS	281.90
Total GW BERKHEIMER CO INC:			281.90
HELSEL JEPPEPERSON ELECTRI	ELECTRICAL SUPPLIES	PUBLIC WORKS	286.00
HELSEL JEPPEPERSON ELECTRI	ELECTRICAL SUPPLIES	PUBLIC WORKS	70.93
Total HELSEL JEPPEPERSON ELECTRICAL:			356.93
HISKES, DILLNER, O'DONNELL	LEGAL SERVICES - 18155 DIXIE HIGHWAY	MANAGER'S OFFICE	2,000.00
HISKES, DILLNER, O'DONNELL	CONTRACT/CONSULTING SERVICE	MANAGER'S OFFICE	1,035.75

Name	Description	DEPARTMENT	Net Invoice Amount
Total HISKES, DILLNER, O'DONNELL:			3,035.75
HOME CLEANING CENTER OF	BCTC CLEANING	FIRE DEPARTMENT	300.00
Total HOME CLEANING CENTER OF AM:			300.00
HOMER TREE CARE INC	TRIM REQUESTS	PUBLIC WORKS	5,625.00
Total HOMER TREE CARE INC:			5,625.00
HOMEWOOD BUSINESS ASSO	HBA DUES	MANAGER'S OFFICE	100.00
Total HOMEWOOD BUSINESS ASSOCIATION:			100.00
HOMEWOOD DISPOSAL	DEBRIS REMOVAL	PUBLIC WORKS	45.00
HOMEWOOD DISPOSAL	FALL FEST REFUSE SERVICE	MANAGER'S OFFICE	208.45
Total HOMEWOOD DISPOSAL:			253.45
HOMEWOOD-FLOSSMOOR CH	RECRUITMENT - PT FINANCE CLERK	MANAGER'S OFFICE	140.00
HOMEWOOD-FLOSSMOOR CH	2023 EVENT ADVERTISING	MANAGER'S OFFICE	316.00
HOMEWOOD-FLOSSMOOR CH	2023 EVENT ADVERTISING	MANAGER'S OFFICE	316.00
HOMEWOOD-FLOSSMOOR CH	2023 EVENT ADVERTISING	MANAGER'S OFFICE	316.00
HOMEWOOD-FLOSSMOOR CH	2023 EVENT ADVERTISING	MANAGER'S OFFICE	316.00
HOMEWOOD-FLOSSMOOR CH	2023 EVENT ADVERTISING	MANAGER'S OFFICE	316.00
HOMEWOOD-FLOSSMOOR CH	2023 EVENT ADVERTISING	MANAGER'S OFFICE	316.00
HOMEWOOD-FLOSSMOOR CH	2023 EVENT ADVERTISING	MANAGER'S OFFICE	316.00
HOMEWOOD-FLOSSMOOR CH	2023 EVENT ADVERTISING	MANAGER'S OFFICE	316.00
HOMEWOOD-FLOSSMOOR CH	2023 EVENT ADVERTISING	MANAGER'S OFFICE	316.00
HOMEWOOD-FLOSSMOOR CH	2023 EVENT ADVERTISING	MANAGER'S OFFICE	316.00
HOMEWOOD-FLOSSMOOR CH	2023 EVENT ADVERTISING	MANAGER'S OFFICE	316.00
Total HOMEWOOD-FLOSSMOOR CHRONICLE:			3,616.00
IAFC MEMBERSHIP	IAFC MEMBERSHIP -2024	FIRE DEPARTMENT	215.00
Total IAFC MEMBERSHIP:			215.00
ILLINOIS CHAPTER IAA	IAA CONFERENCE	PUBLIC WORKS	1,180.00
Total ILLINOIS CHAPTER IAA:			1,180.00
ILLINOIS TOLLWAY	OPERATING SUPPLIES - PW	PUBLIC WORKS	145.15
Total ILLINOIS TOLLWAY:			145.15
INTERSTATE BATTERY	STREET DEPT REPAIR PARTS	PUBLIC WORKS	419.85
INTERSTATE BATTERY	STREET DEPT REPAIR PARTS	PUBLIC WORKS	216.95
Total INTERSTATE BATTERY:			636.80
JAMES FINFROCK	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	433.60
Total JAMES FINFROCK:			433.60
JODY APPLGATE	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	105.78

Name	Description	DEPARTMENT	Net Invoice Amount
Total JODY APPELEGATE:			105.78
JOHN RASMAS	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	100.00
Total JOHN RASMAS:			100.00
JONES PARTS & SERVICE INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	616.53
JONES PARTS & SERVICE INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	616.53
JONES PARTS & SERVICE INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	233.88
JONES PARTS & SERVICE INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	43.11
Total JONES PARTS & SERVICE INC:			1,510.05
JOSEPH HUPFER (HSA)	NEW ENROLLEE VILLAGE HSA CONTRIBUTION	ASSETS	500.00
Total JOSEPH HUPFER (HSA):			500.00
JUSTFOIA INC	FOIA SOFTWARE	MANAGER'S OFFICE	6,683.63
Total JUSTFOIA INC:			6,683.63
KANKAKEE TRUCK EQUIPMEN	VEHICLE PURCHASES PW	PUBLIC WORKS	7,353.00
Total KANKAKEE TRUCK EQUIPMENT:			7,353.00
LANER MUCHIN LTD	RETAINER/LABOR RELATIONS	MANAGER'S OFFICE	3,943.35
Total LANER MUCHIN LTD:			3,943.35
LBM TOOLS LLC	VEHICLE MAINT DEPT TOOLS	PUBLIC WORKS	296.50
LBM TOOLS LLC	VEHICLE MAINT DEPT TOOLS	PUBLIC WORKS	216.00
Total LBM TOOLS LLC:			512.50
LexisNexis RISK DATA MANAGE	BACKGROUND CHECKS	POLICE DEPARTMENT	200.00
Total LexisNexis RISK DATA MANAGEMENT:			200.00
LOGSDON CONSULTATION	MEMBERSHIPS/SUBSCRIPTIONS	FIRE DEPARTMENT	350.00
Total LOGSDON CONSULTATION:			350.00
M E SIMPSON CO INC	WATER LEAK SURVEY	PUBLIC WORKS	7,854.75
Total M E SIMPSON CO INC:			7,854.75
MAXIMILIAN MASSI	TRAINING REIMBURSEMENT	PUBLIC WORKS	864.42
Total MAXIMILIAN MASSI:			864.42
MCMASTER CARR SUPPLY	PPE SUPPLIES - MEDICAL KITS/TRUCKS	PUBLIC WORKS	355.44
Total MCMASTER CARR SUPPLY:			355.44
MENARDS INC	FALL FEST MATERIALS	MANAGER'S OFFICE	388.95
MENARDS INC	FALL FEST MATERIALS	MANAGER'S OFFICE	112.02

Name	Description	DEPARTMENT	Net Invoice Amount
MENARDS INC	FALL FEST MATERIALS	MANAGER'S OFFICE	76.35
MENARDS INC	FALL FEST MATERIALS	MANAGER'S OFFICE	168.98
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	12.98
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	16.99
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	5.14
MENARDS INC	OPERATING SUPPLIES	PUBLIC WORKS	51.87
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	24.98
MENARDS INC	OPERATING SUPPLIES - FD	FIRE DEPARTMENT	51.92
MENARDS INC	OPERATING SUPPLIES	PUBLIC WORKS	41.78
MENARDS INC	WATER DEPT REPAIR PARTS	PUBLIC WORKS	239.98
MENARDS INC	VEHICLE MAINT DEPT SUPPLIES	PUBLIC WORKS	55.21
MENARDS INC	FIRE DEPARTMENT SINK	PUBLIC WORKS	379.97
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	28.85
MENARDS INC	EVIDENCE ROOM BINS	POLICE DEPARTMENT	119.92
MENARDS INC	OPERATING SUPPLIES - FD	FIRE DEPARTMENT	224.51
MENARDS INC	OPERATING SUPPLIES - FD	FIRE DEPARTMENT	16.98
MENARDS INC	EVIDENCE ROOM BINS	POLICE DEPARTMENT	449.70
Total MENARDS INC:			2,467.08
METRO TANK	CONTRACTUAL SERVICE PW	PUBLIC WORKS	660.00
Total METRO TANK:			660.00
MICHAEL NICKOLAOU	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	167.21
Total MICHAEL NICKOLAOU:			167.21
MIDLAND EQUIPMENT COMPA	CAULK / GUN	PUBLIC WORKS	175.68
Total MIDLAND EQUIPMENT COMPANY OF MI INC:			175.68
MONARCH AUTO SUPPLY INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	31.56
MONARCH AUTO SUPPLY INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	16.16
MONARCH AUTO SUPPLY INC	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	40.70
MONARCH AUTO SUPPLY INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	20.92
MONARCH AUTO SUPPLY INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	226.02
MONARCH AUTO SUPPLY INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	45.24
MONARCH AUTO SUPPLY INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	86.89
MONARCH AUTO SUPPLY INC	PARTS RETURN PW	PUBLIC WORKS	15.18
MONARCH AUTO SUPPLY INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	173.78
MONARCH AUTO SUPPLY INC	WATER DEPT REPAIR PARTS	PUBLIC WORKS	43.46
MONARCH AUTO SUPPLY INC	VEHICLE MAINT OPERATING SUPPLIES	PUBLIC WORKS	46.96
MONARCH AUTO SUPPLY INC	VEHICLE MAINT OPERATING SUPPLIES	PUBLIC WORKS	77.56
MONARCH AUTO SUPPLY INC	VEHICLE MAINT OPERATING SUPPLIES	PUBLIC WORKS	93.92
Total MONARCH AUTO SUPPLY INC:			887.99
MUNICIPAL COLLECTION SERVI	MCSI COLLECTION FEES -- ABC	POLICE DEPARTMENT	225.00
MUNICIPAL COLLECTION SERVI	MCSI COLLECTION FEES -- MOVE	POLICE DEPARTMENT	63.05
Total MUNICIPAL COLLECTION SERVICES:			288.05
MUNICIPAL SYSTEMS LLC	MOS/MOVE/ABC MONTHLY FEE	POLICE DEPARTMENT	1,200.00
Total MUNICIPAL SYSTEMS LLC:			1,200.00

Name	Description	DEPARTMENT	Net Invoice Amount
NICOR	UTILITIES	PUBLIC WORKS	1,396.09
NICOR	UTILITIES	PUBLIC WORKS	217.63
NICOR	UTILITIES	PUBLIC WORKS	210.85
NICOR	UTILITIES	PUBLIC WORKS	161.86
Total NICOR:			1,986.43
NIX NAX	REIMBURSEMENT - SW TIF AGREEMENT	PUBLIC WORKS	17,925.00
Total NIX NAX:			17,925.00
O'HERRON CO	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	45.48
O'HERRON CO	BODY ARMOR	POLICE DEPARTMENT	741.40
O'HERRON CO	BODY ARMOR	POLICE DEPARTMENT	741.40
Total O'HERRON CO:			1,528.28
PACE SYSTEMS INC	ANNUAL MAINTENANCE-PD-PACE SOFTWARE	MANAGER'S OFFICE	3,030.00
Total PACE SYSTEMS INC:			3,030.00
RELIANCE SAFETY LANE & SE	VEHICLE SAFETY INSPECTION - PW	PUBLIC WORKS	239.50
Total RELIANCE SAFETY LANE & SERVICE:			239.50
ROMEOVILLE FIRE ACADEMY	TRUCK OPERATIONS TRAINING	FIRE DEPARTMENT	525.00
Total ROMEOVILLE FIRE ACADEMY:			525.00
SCHINDLER ELEVATOR CORPO	ELEVATOR MAINTENANCE	PUBLIC WORKS	620.58
Total SCHINDLER ELEVATOR CORPORATION:			620.58
SEBIS - POSTAGE	SEBIS POSTAGE	PUBLIC WORKS	3,011.58
Total SEBIS - POSTAGE:			3,011.58
SEBIS DIRECT INC	SEBIS DIRECT	PUBLIC WORKS	702.37
Total SEBIS DIRECT INC:			702.37
SECRETARY OF STATE	TITLE & PLATE	PUBLIC WORKS	173.00
Total SECRETARY OF STATE:			173.00
SHARK SHREDDING INC	DOCUMENT SCANNING	FIRE DEPARTMENT	219.90
SHARK SHREDDING INC	DOCUMENT SCANNING	FIRE DEPARTMENT	210.33
Total SHARK SHREDDING INC:			430.23
SHERWIN WILLIAMS	PAINT	PUBLIC WORKS	45.62
SHERWIN WILLIAMS	PAINT	PUBLIC WORKS	57.80
SHERWIN WILLIAMS	PAINT	PUBLIC WORKS	114.96
Total SHERWIN WILLIAMS:			218.38
SIRCHIE FINGER PRINT LABS	EVIDENCE SUPPLIES	POLICE DEPARTMENT	131.40

Name	Description	DEPARTMENT	Net Invoice Amount
Total SIRCHIE FINGER PRINT LABS:			131.40
SOUND INCORPORATED	MONTHLY HOSTING SERVICES	MANAGER'S OFFICE	495.00
Total SOUND INCORPORATED:			495.00
SOUTH SUBURBAN HUMANE S	ANIMAL IMPOUND FEES	POLICE DEPARTMENT	130.00
Total SOUTH SUBURBAN HUMANE SOCIETY:			130.00
SOUTH SUBURBAN PADS	SEPTEMBER PADS CONTRIBUTION	ASSETS	254.00
Total SOUTH SUBURBAN PADS:			254.00
SOUTHLAND DETAIL	AUTO DETAIL CLEANING	PUBLIC WORKS	175.00
Total SOUTHLAND DETAIL:			175.00
STANARD & ASSOCIATES INC	RECRUITMENT - POLICE OFFICER	MANAGER'S OFFICE	450.00
Total STANARD & ASSOCIATES INC:			450.00
STANDARD EQUIPMENT CO	STREET DEPT REPAIR PARTS	PUBLIC WORKS	195.19
STANDARD EQUIPMENT CO	STREET DEPT REPAIR PARTS	PUBLIC WORKS	386.84
Total STANDARD EQUIPMENT CO:			582.03
STOJAKOVICH ERIC	TRAINING REIMBURSEMENT - FUEL	PUBLIC WORKS	25.96
Total STOJAKOVICH ERIC:			25.96
SYLVIA ALEXANDER	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	36.97
Total SYLVIA ALEXANDER:			36.97
TALLGRASS RESTORATION LL	WETLAND RESTORATION PROJECT	PUBLIC WORKS	3,500.00
Total TALLGRASS RESTORATION LLC:			3,500.00
TERMINAL SUPPLY COMPANY	VEHICLE MAINT SHOP SUPPLIES	PUBLIC WORKS	44.84
Total TERMINAL SUPPLY COMPANY:			44.84
THE STUTTLEY GROUP LLC	ADMINISTRATIVE HEARING OFFICER	MANAGER'S OFFICE	525.00
Total THE STUTTLEY GROUP LLC:			525.00
THIRD DISTRICT FIRE CHIEFS	QUARTERLY MABAS DUES	FIRE DEPARTMENT	1,818.00
Total THIRD DISTRICT FIRE CHIEFS ASSN:			1,818.00
THOMPSON ELEVATOR INSPEC	ELEVATOR INSPECTIONS	FIRE DEPARTMENT	140.00
Total THOMPSON ELEVATOR INSPECTION:			140.00
THORN CREEK BASIN SAN DIS	TCBSD REVENUE PAYOUT	ASSETS	97,571.31



Name	Description	DEPARTMENT	Net Invoice Amount
THORN CREEK BASIN SAN DIS	LATE PYMT PENALTIES CHARGED TO CUSTOMERS	ASSETS	1,753.01
Total THORN CREEK BASIN SAN DISTRICT:			99,324.32
TPI BUILDING CODE CONSULT	PLAN REVIEWS FOR SEPTEMBER 2023	FIRE DEPARTMENT	3,877.13
Total TPI BUILDING CODE CONSULTANTS:			3,877.13
TRL TIRE SERVICE	PUBLIC WORKS TIRES	PUBLIC WORKS	139.95
TRL TIRE SERVICE	PUBLIC WORKS TIRES	PUBLIC WORKS	190.42
Total TRL TIRE SERVICE:			330.37
TRONC	LEGAL NOTICES	MANAGER'S OFFICE	118.50
Total TRONC:			118.50
ULINE	VEHICLE MAINT DEPT SUPPLIES	PUBLIC WORKS	607.20
Total ULINE:			607.20
UTERMARK & SONS QUALITY L	GRASS CUTTING	FIRE DEPARTMENT	205.20
UTERMARK & SONS QUALITY L	GRASS CUTTING	FIRE DEPARTMENT	232.80
UTERMARK & SONS QUALITY L	GRASS CUTTING	FIRE DEPARTMENT	180.20
Total UTERMARK & SONS QUALITY LAWN CARE CO:			618.20
VERIZON CONNECT NWF INC	PUBLIC WORKS GPS	PUBLIC WORKS	249.47
Total VERIZON CONNECT NWF INC:			249.47
VERIZON WIRELESS SVCS LLC	MOBILE PHONE SERVICE-ALL DEPTS	MANAGER'S OFFICE	586.21
Total VERIZON WIRELESS SVCS LLC:			586.21
VILLAGE OF THORNTON	MENARDS SALES TAX SHARING	MANAGER'S OFFICE	78,028.00
Total VILLAGE OF THORNTON:			78,028.00
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	MANAGER'S OFFICE	1.54
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	PUBLIC WORKS	125.42
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	FIRE DEPARTMENT	7.10
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	FIRE DEPARTMENT	4.48
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES/DISPOSABLES	MANAGER'S OFFICE	155.15
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	MANAGER'S OFFICE	31.98
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	FIRE DEPARTMENT	8.55
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	PUBLIC WORKS	277.15
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	MANAGER'S OFFICE	61.55
Total WAREHOUSE DIRECT OFFICE PDTS:			672.92
WINDY CITY AMUSEMENT INC	HOLIDAY LIGHTS CAROUSEL DEPOSIT	MANAGER'S OFFICE	1,500.00
Total WINDY CITY AMUSEMENT INC:			1,500.00
WORKING WELL	POLICE OFFICER PRE-EMPLOYMENT PHYSICAL	MANAGER'S OFFICE	1,082.00
WORKING WELL	CDL PHYSICAL	PUBLIC WORKS	60.00

Name	Description	DEPARTMENT	Net Invoice Amount
WORKING WELL	CDL PHYSICAL	PUBLIC WORKS	425.00
WORKING WELL	RECRUITMENT	MANAGER'S OFFICE	211.00
Total WORKING WELL:			1,778.00
Grand Totals:			752,550.48

Dated: \_\_\_\_\_

Village Clerk: \_\_\_\_\_

# VILLAGE OF HOMEWOOD



**BOARD AGENDA MEMORANDUM**

**DATE OF MEETING: October 24, 2023**

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**To:** Village President and Board of Trustees

**Through:** Napoleon Haney, Village Manager

**From:** John D. Schaefer, Director of Public Works

**Topic:** Oath of Office – Joshua Burman

## **PURPOSE**

Administer the oath of office to Joshua Burman for the position of Assistant Director of Public Works.

## **PROCESS**

The Village of Homewood recently completed the recruitment process and chose Joshua Burman, a Homewood resident, as Assistant Director of Public Works. Joshua has more than nine years of experience in the Public Works environment, and was previously employed by the Village of Orland Park as Utilities Operations Supervisor.

## **OUTCOME**

Joshua Burman started working with the Village on October 9<sup>th</sup>. We welcome Joshua to the Village of Homewood and look forward to his career here.

## **FINANCIAL IMPACT**

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

## **LEGAL REVIEW**

Not Required

## **RECOMMENDED BOARD ACTION**

Administer the oath of office to Joshua Burman for the position of Assistant Director in the Department of Public Works.

## **ATTACHMENT(S)**

None



## BOARD AGENDA MEMORANDUM

DATE OF MEETING: **October 24, 2023**

**To:** Village President and Board of Trustees

**Through:** Napoleon Haney, Village Manager

**From:** John D. Schaefer, Director of Public Works

**Topic:** Budget Amendment - American Rescue Plan Act (ARPA) Funds

### PURPOSE

Public Works is requesting the Village Board to consider a budget amendment, approving funding from the American Rescue Plan Act (ARPA) Funds to be allocated to the following projects:

- **Downtown Tree Grate Replacement:** \$31,000
- **Fire Department Brick Landscape:** \$15,000
- **Harwood Metra Lot Improvements (Porous Pave):** \$12,500
- **Village-Wide Street Patching (Phase Two):** \$13,000

### PROCESS

- **Downtown Tree Grate Replacement:** This project will replace the current concrete/steel tree rings. Over the years, tree roots have raised the grates creating tripping hazards. This will be a multi-year project to address all tree grate replacements. The grates along Harwood Avenue were completed this summer using a combination of a contractual vendor and in-house Public Works labor. Public Works is requesting a budget amendment approving funds from ARPA to pay for contractual services and material in the amount of \$31,000.
- **Fire Department Brick Landscape:** This project will replace the current sod area in the front of the Fire Department Memorial with brick pavers similar to the Police Department's frontage. This paver install will remove the need for repeated replacement of sod as a result of damage from snow and salt being piled in this area during snow removal operations. Public Works is requesting a budget amendment approving funds from ARPA for contractual services and material in the amount of \$15,000.

**Harwood Metra Lot Improvements (Porous Pave):** In August, the Village Board approved a request to use ARPA funding (\$21,880) to install a curb in the Harwood Metra parking lot from the entrance at Ridge Road and Harwood Avenue to the exit at Elm Road and Harwood Avenue. The reason for installing this curb was to prevent cars from pulling forward across the removed vegetation area directly onto Harwood Avenue. The curb also forces drivers to use the exit at Elm Road and



Harwood Avenue. This first phase of landscape improvements on the west side of Harwood Avenue from Ridge Road to Elm Road has been completed.

The second phase of this project will install the new Porous Pave material between the newly installed curb in the parking lot and the existing curb along Harwood Avenue. The Porous Pave material will provide a finished look of mulch, but will be maintenance free, preventing the growth of weeds and the loss of mulch floating away during heavy rain storms. The Porous Pave installation will reduce stormwater runoff by allowing rain water to flow through the material and penetrate into the soil below. Public Works will also be able to make repairs and adjustments easily if necessary. Public Works is requesting a budget amendment approving ARPA funds for Porous Pave material in the amount of \$12,500. This purchase and subsequent work would complete the Harwood Metra Lot improvements.

**Village-wide Street Patching (Phase Two):** The Public Works Engineering Division selected patch locations of deteriorated asphalt pavement on various residential streets throughout the Village for a second phase of the pavement patching program. After proper advertising, bids were opened and read aloud at Public Works on October 2, 2023. The result of the lowest bid was higher than our IDOT/MFT estimate. IDOT will approve the use of Motor Fuel Tax (MFT) funds up to 25% over the estimate.

Public Works is requesting a budget amendment approving ARPA funds for payment of contractual services and material in the amount of \$13,000 to be added to the 2023-24 General Maintenance Pavement Patching Program Phase Two. Cost for the Harwood Metra Lot Curb Installation came in under cost. \$13,000 from the Metra Lot Curb Installation project will be reallocated to allow the Village to complete the second phase of the pavement patching program.

**Bid results:**

M&J Asphalt Paving Company:	\$492,000
Gallagher Asphalt Corporation:	\$419,250
D Construction, Inc.:	\$420,000

**FINANCIAL IMPACT**

- **Funding Source:** ARPA Funding
- **Total ARPA Budget Amendment Request :** \$71,500 for four projects

**LEGAL REVIEW**

Not Required

# VILLAGE OF HOMEWOOD

Item 10. B.



## RECOMMENDED BOARD ACTION

Approve a budget amendment allocating ARPA funds for the following projects:

- Downtown Tree Grate Replacement: \$31,000
- Fire Department Brick Landscape: \$15,000
- Harwood Metra Lot Improvements (Porous Pave): \$12,500
- Village-wide Street Patching (Phase Two): \$13,000

## ATTACHMENT(S)

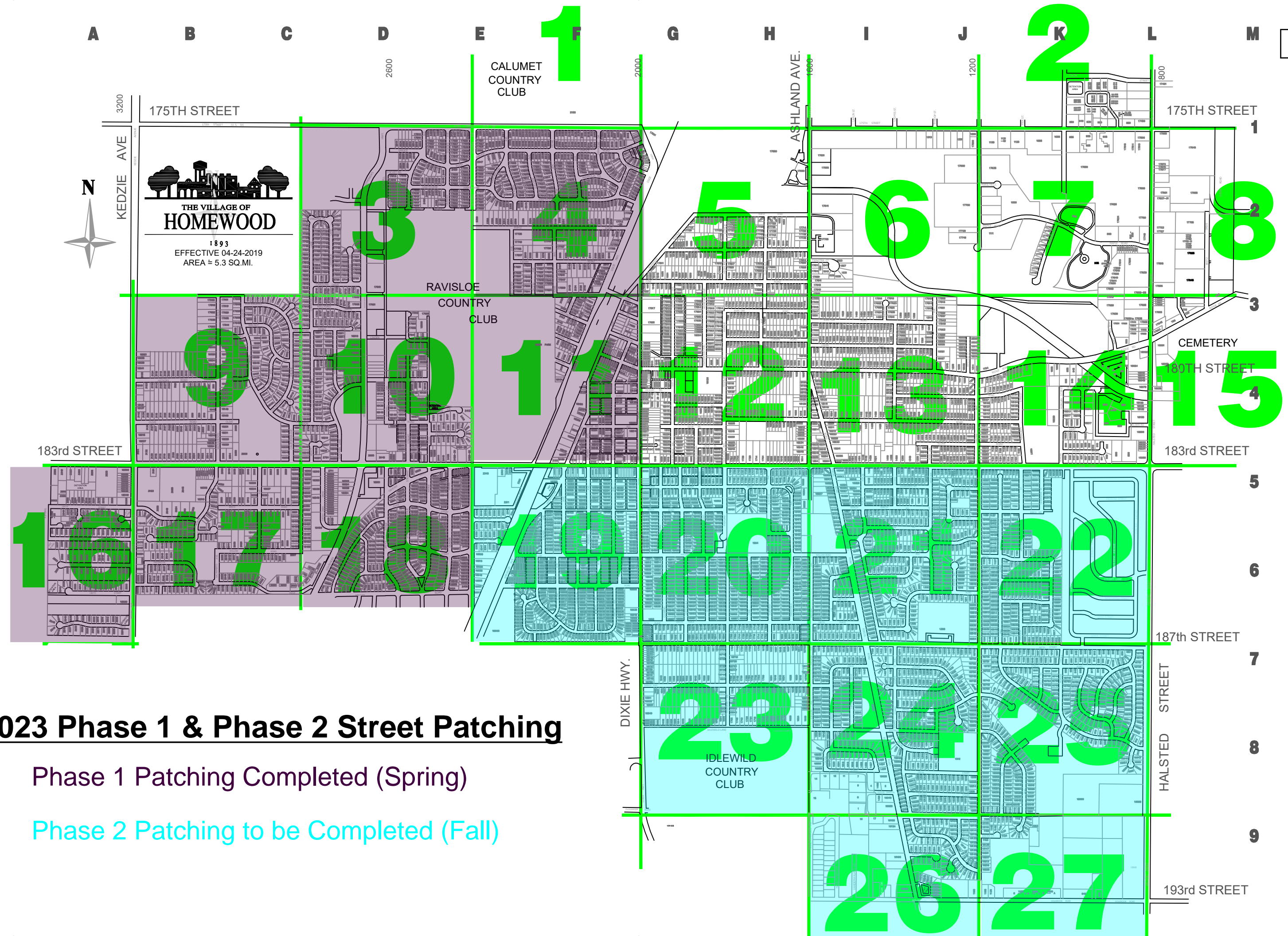
- Patching Program Map
- ARPA Expenditure Summary

**AMERICAN RESCUE PLAN ACT (ARPA)**  
**EXPENDITURE SUMMARY**

Item 10. B.

Project Description	ARPA Recommendations	ARPA Board Approved	ARPA YTD Actuals	Remaining Funds	Notes
<b>Harwood Metra Lot Improvements</b>	100,000				
Harwood Metra Lot funds re-allocated	-10,000				\$10,000 re-allocated to Fire Department apron project
Harwood Metra Lot funds re-allocated	-13,000				\$20,000 re-allocated to Village-wide street patching approved at 8/8/2023 Board meeting
Concrete work		26,000	21,880		
Material (Porous Pave)		12,500			
	<b>77,000</b>	<b>38,500</b>	<b>21,880</b>	<b>42,620</b>	\$42,620 is available to be re-allocated to an alternate project
<b>Downtown Tree Gate Replacement</b>	31,000	31,000			
<b>Fire Department Brick Landscape</b>	15,000	15,000			
<b>Village-Wide Street Patching (phase two)</b>	-	13,000			re-allocated from Harwood Metra Lot

**Note:** Items highlighted in yellow are the requested budget amendments.



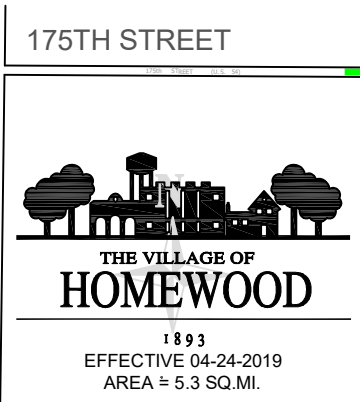
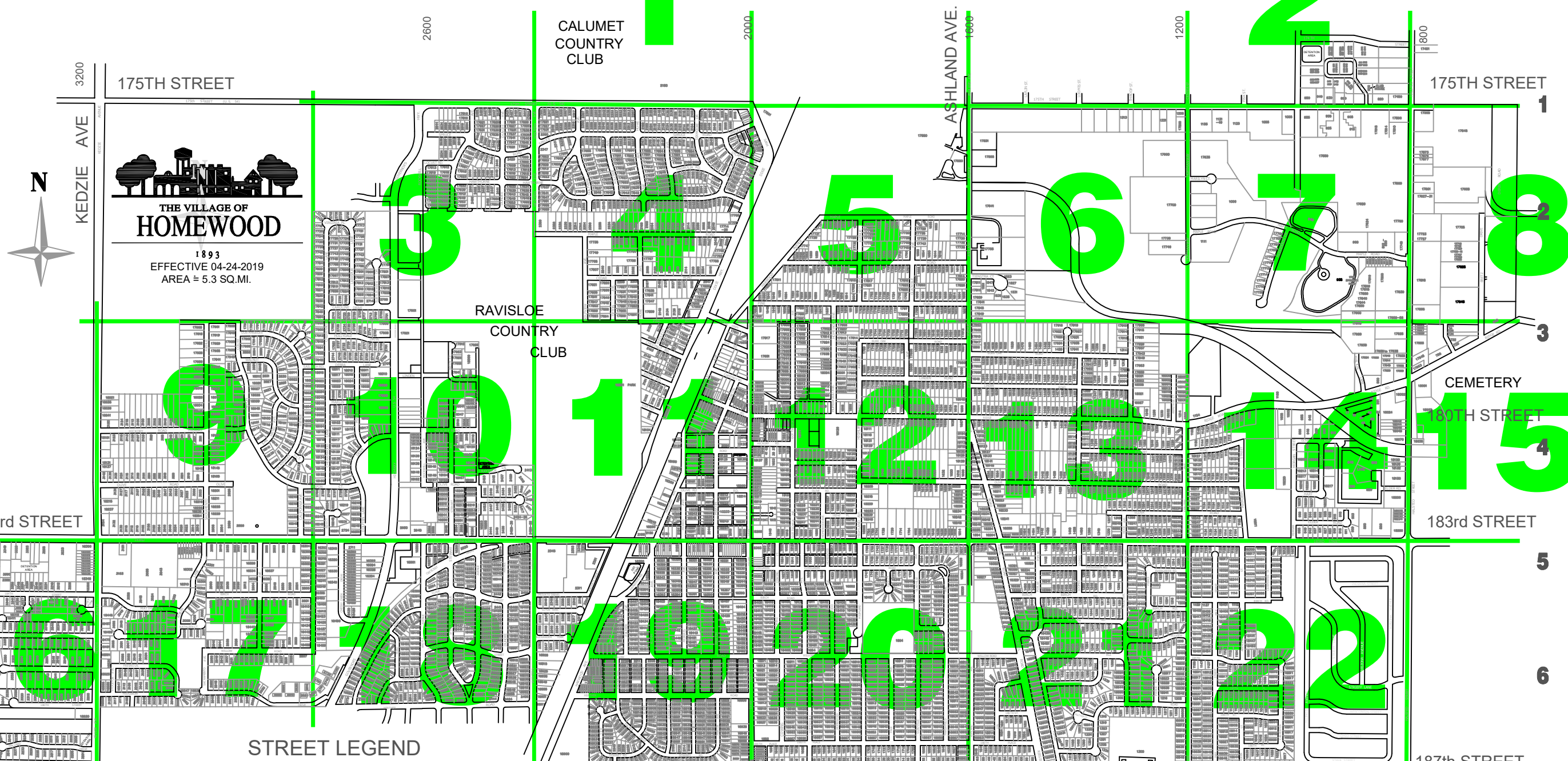
### 2023 Phase 1 & Phase 2 Street Patching

Phase 1 Patching Completed (Spring)

Phase 2 Patching to be Completed (Fall)



A B C D E F G H I J K L M



**STREET LEGEND**

- |                         |                         |                        |                      |                         |
|-------------------------|-------------------------|------------------------|----------------------|-------------------------|
| ABERDEEN ST. K4-6       | CRESCENT RD. 5D-E       | HOMWOOD AVE. H3-6      | MARLIN CT. 4C-D      | PINE RD. 5H-I           |
| AIDA CT. C5             | DEBRA LN. 3C-D          | HOOD AVE. J3-7         | MARLIN LN. D3-4      | POPLAR AVE. I5-7        |
| ALEXANDER ST. 6D-E      | DELTA RD. K-7           | HOWE AVE. F1-3         | MARSHFIELD AVE. H5-7 | POPLAR CT. J8           |
| ALEXANDER TERR. E6      | DIXIE HWY. G1-F3, G3-9  | IDLEWILD LN. 7G-J      | MARTIN AVE. G4-6     | PRESIDENTS DR. K2-3     |
| ARGYLE AVE. D5-6        | DIXMOOR DR. F1-G2       | JAMIE CT. J7           | MATTHEW LN. B5       | QUEENS RD. L7           |
| ARMITAGE CT. J3-4       | DOLPHIN LAKE DR. D4-5   | JAMIE LN. 7J-K         | MAY AVE. K7          | RAVISLOE LN. E4         |
| ASHLAND AVE. I1-9       | DOWNY RD. 6F-G          | JEFFERY CT. 7I         | MAY ST. K5-7         | RIEGE RD. 3 F-M         |
| BETH CT. D3             | DUNDEE AVE. E1-2, 5-6   | JEFFERY DR. 7I-J       | MORGAN AVE. K4-5, 7  | RIEDLE CT. F3           |
| BIRCH RD. 5 B-C, F-K    | EAST LYN CT. 6I-J       | JILL CT. 7I            | MORRIS AVE. F4-6     | RIEGEL RD. I4-9         |
| BOULDER CT. L8          | ELDER RD. 5J-L          | JILL TERR. 7I-J        | MILLER CT. G5        | ROBIN LN. B4            |
| BOWLING GREEN RD. K7-L8 | ELLIOT LN. B5           | JODI TERR. K8          | MEYER CT. J9         | ROCKWELL AVE. D2, 4     |
| BRETZ DR. H3            | ELM RD. G3              | JONATHAN LN. K7-9      | OAK RD. F4           | ROOSEVELT AVE. F1       |
| BRIAR AVE. G2           | EVERGREEN RD. 5G-K      | JUHLIN DR. I7          | OLIVE RD. 4B-D-I     | ROYAL RD. L7            |
| BURR OAK RD. 3H-J       | FRANCISCO AVE. C5-6     | KATHLEEN CT. B5        | 175TH ST. 1A-G, I-L  | SACRAMENTO AVE. B3-5, 6 |
| CALIFORNIA AVE. C4-6    | FRESNO LN. 6A-B         | KEDZIE AVE. A1-7       | 182ND PL. G5         | SAILFISH RD. C3         |
| CARPENTER ST. K5        | GARDEN LN. K1           | KINGS RD. L7-8         | 183RD ST. 5A-L       | SAN DIEGO AVE. C4       |
| CAROLINE DR. 3C-D       | GLADVILLE AVE. H2-7     | KLIMM AVE. F5-6        | 184TH PL. H5         | SPRUCE RD. I4-G         |
| CARSON CT. I8           | GOLFVIEW AVE. E1-F3, F6 | KNOLLWOOD LN. A5       | 184TH ST. A5         | STEDHALL RD. D6         |
| CARSON DR. I7-8         | GOTTSCALK AVE. G3-7     | KRONER LN. F4          | 185TH PL. 6A, K      | STEWART AVE. D4-E6      |
| CASTLE RD. L7           | GOVERNORS HWY. D1-6     | LAHAIGH RD. I3         | 185TH ST. K6         | STOCKTON AVE. 6A        |
| CEDAR RD. 3F-I          | HALSTED ST. I1-9        | LARKSPUR LN. D2-3      | 186TH PL. 6G-I, K    | SYCAMORE DR. F2         |
| CENTER CT. 9J-K         | HART DR. 4K-L           | LAWRENCE DR. D3        | 186TH ST. 6A, K      | SYCAMORE RD. 4G-H       |
| CENTER AVE. J4-9        | HARWOOD AVE. G2-F4      | LEXINGTON AVE. F6      | 187TH ST. 7G-L       | TARPON CT. B3-C4        |
| CHAYES CT. 6C-D         | HAWTHORNE RD. 2D-G      | LINCOLN AVE. E1-D2     | 190TH ST. 8I-K       | TERRACE RD. 7G-I        |
| CHAYES PARK DR. 6B-C    | HEATHER CT. J6          | LINDEN RD. 3H-J        | 191ST ST. 8J-K       | THOMAS ST. J8           |
| CHERRY CREEK DR. C5-6   | HEATHER RD. 6C-G, J6    | LOCUST RD. D2          | PAGE AVE. H6         | TIENTRA CT. J3          |
| CHERRYWOOD LN. C2-4     | HEDGEROW LN. 6A-B       | LOOMIS AVE. J3-4, 7-9  | PAGE CT. H5          | TIPTON AVE. F3          |
| CHESTNUT RD. F3-C4      | HICKORY RD. 4B-G, J-K   | LOS ANGELES AVE. C3-C4 | PALMER AVE. F5-6     | TURTLECREEK DR. D3      |
| CLYDE RD. D5-6          | HIGHLAND AVE. H2-7      | LYN CT. I6             | PALMER CIR. F6       | VIRGINIA PL. 2C         |
| CLYDE ST. 5D-E          | HILLSIDE AVE. F2        | MAGNOLIA RD. 2F-G      | PARK AVE. G3-F5      | WALNUT RD. 3B-C         |
| CLYDE TERR. 5E-F        | HILLVIEW RD. I5-J6      | MALLARD DR. A7         | PATRICIA LN. E4      | WALTON LN. K3           |
| COACH RD. 7K-L          | HOFFMAN WAY J1-2        | MAPLE AVE. 2 J-L       | PERTH AVE. E3-6      | WASHINGTON AVE. E2      |
| COWING CT. G5-6         | HOLBROOK RD. 9G-L       | MAPLE RD. 2E-I         | PIERCE AVE. J5, 8-9  | WESTERN AVE. E1-2, 5-6  |
|                         | HOLLYDALE DR. 3C-D      |                        | PIERCE TERR. J6      |                         |
|                         |                         |                        | PIERCE CT. J9        |                         |
|                         |                         |                        |                      |                         |
|                         |                         |                        |                      |                         |



## BOARD AGENDA MEMORANDUM

DATE OF MEETING: October 24, 2023

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**To:** Village President and Board of Trustees

**Through:** Napoleon Haney, Village Manager

**From:** John Schaefer, Director of Public Works

**Topic:** Resolution, 2023 MFT General Maintenance Pavement Patching Program Phase Two

### PURPOSE

Pass a supplemental resolution appropriating an additional \$81,250 of Motor Fuel Tax (MFT) funds to fund the low bid of Gallagher Asphalt Corporation for Phase Two Pavement Patching in the Village.

### PROCESS

Funding for this project currently consists of \$325,000 of Motor Fuel Tax funds which was approved by resolution at the September 12, 2023 Board meeting. Due to MFT funding rules, a municipality may only increase funding for a bid award by 25% of the original appropriation, which in this case was \$325,000. Therefore, an additional \$81,250 of Motor Fuel Tax funds needs to be appropriated to fund the low bid award of Gallagher Asphalt Corporation. An additional \$13,000 of ARPA funds will also be utilized to fund the entire low bid of \$419,250 and will be recommend as a budget amendment for approval in a separate agenda item.

### OUTCOME

Once this supplemental resolution is approved by the Board, the Public Works Engineering Division will prepare contracts and forward to the contractor for execution. The projected start date for this project would be November 2023.

### FINANCIAL IMPACT

- **Funding Source:** MFT Funds and ARPA Funds
- **Budgeted Amount:** \$325,000
- **Low Bid Cost:** \$419,250
- **Project Gap:** \$94,250
- **Additional MFT Appropriation:** \$81,250
- **ARPA Included Funding:** \$13,000

### LEGAL REVIEW

Not Required

# VILLAGE OF HOMEWOOD

Item 10. C.



## **RECOMMENDED BOARD ACTION**

Pass a supplemental resolution appropriating an additional \$81,250 of Motor Fuel Tax funds to fund the low bid award of the 2023 Rebuild Illinois Bond Resurfacing Program to Gallagher Asphalt Corporation.

## **ATTACHMENT(S)**

Supplemental Resolution



Resolution for Maintenance Under the Illinois Highway Code

District	County	Resolution Number	Resolution Type	Section Number
1	Cook	R-3164	Supplemental	24-00000-00-GM

BE IT RESOLVED, by the President and Board of Trustees of the Village of Homewood of Governing Body Type Local Public Agency Type Illinois that there is hereby appropriated the sum of Eighty-one thousand two hundred fifty and No/100 Dollars ( \$81,250.00 )

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 05/01/23 to 04/30/24 Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village of Homewood Local Public Agency Type Name of Local Public Agency shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Marilyn Thomas Village Clerk in and for said Village Name of Clerk Local Public Agency Type Local Public Agency Type of Homewood in the State of Illinois, and keeper of the records and files thereof, as Name of Local Public Agency

provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

President and Board of Trustees of Homewood at a meeting held on 10/24/23 Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 24th day of October, 2023 Day Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

APPROVED

Regional Engineer Signature & Date  
Department of Transportation



**BOARD AGENDA MEMORANDUM**

**DATE OF MEETING: October 24, 2023**

**To:** Village President and Board of Trustees

**Through:** Napoleon Haney, Village Manager

**From:** John Schaefer, Director of Public Works

**Topic:** Bid Award - 2023 MFT General Maintenance Pavement Patching Program Phase Two

**PURPOSE**

Award the 2023 MFT General Maintenance Pavement Patching Program Phase Two to Gallagher Asphalt Corporation of Thornton, IL. The project will consist of milling and patching deteriorated asphalt pavement areas on various residential streets throughout the Village.

**PROCESS**

The Public Works Engineering Division completed detailed bid documents and chose patch locations of deteriorated asphalt pavement on various residential streets throughout the Village. After proper advertising, bids were opened and read aloud at Public Works on October 2, 2023. The results of the three (3) bidders are as follows:

M&J Asphalt Paving Company:	\$492,000
Gallagher Asphalt Corporation:	\$419,250
D Construction, Inc.:	\$420,000

**OUTCOME**

Gallagher Asphalt Corporation of Thornton, IL submitted the lowest bid of the three (3) bids opened and read aloud on October 2, 2023. Gallagher Asphalt Corporation is recommended for the contract as they are a regional firm that has established a record of satisfactory performance on similar projects and are IDOT prequalified to perform work of this nature. We believe they are capable of performing the contract work in a manner that is consistent with the contract specifications.

**FINANCIAL IMPACT**

- **Funding Source:** MFT Funds & ARPA Funds
- **Budgeted Amount:** \$406,250 (MFT) and \$13,000 (ARPA)
- **Cost:** \$419,250

# VILLAGE OF HOMEWOOD

Item 10. D.



## **LEGAL REVIEW**

Not Required

## **RECOMMENDED BOARD ACTION**

Award the bid for the 2023 MFT General Maintenance Pavement Patching Program Phase Two to Gallagher Asphalt Corporation of Thornton, IL, the lowest responsible bidder, in the amount of \$419,250.



## BOARD AGENDA MEMORANDUM

DATE OF MEETING: October 24, 2023

**To:** Village President and Board of Trustees

**From:** Napoleon Haney, Village Manager

**Topic:** T-Mobile Cellular Equipment Lease Amendment – Pierce Avenue Water Tower

### PURPOSE

T-Mobile leases space on the Village's water tower at Pierce Avenue and has installed cellular antennas and equipment to support their mobile network. The existing lease includes language that allows the cellular provider to perform periodic maintenance on the equipment. A recent agreement amendment from T-Mobile not only includes a request to perform maintenance, but also includes a request to add three (3) additional antennas to the tower.

### HISTORY

The Village entered into a lease agreement with T-Mobile in 2005 that allowed the company to install six (6) cellular antennas and associated equipment on our water tower on Pierce Avenue. The lease has been amended three times. Amending these types of agreements are typical as cellular companies must periodically remove and install critical equipment as technology improves. An amendment request triggers a review of the types of equipment intended for installation atop the water tank while also providing permission for the cellular company to complete the installation.

In 2021, T-Mobile requested permission to add three (3) additional antennas, for a total of nine, (9) to the Pierce Avenue site including associated equipment consisting of a concealing shield, radio equipment, and cabling. The original 2005 lease provided for an annual payment of \$31,000 with a 3% escalator every year. The annual lease payment has increased to \$56,330.60 paid to the Village on December 1, 2022. In November of 2021, Village staff negotiated a one-time payment of \$25,872.95 for the increased antennas. The board approved the Fourth Amendment to the Site Lease Agreement for T-Mobile during the November 23, 2021 meeting. Immediately after the board approved the amendment, T-Mobile experienced various upper-management turnover. Staff was informed that T-Mobile would be withdrawing their request to add the three (3) additional antennas.

### PROCESS

Two years later, in April of 2023, staff was contacted by T-Mobile and a representative explained that after an internal review, the three (3) additional antennas would in fact be needed for more efficient cell service coverage. Staff explained that the lump sum payment, previously agreed to and approved by the Village Board on November 23, 2021 would need to



be slightly adjusted. Staff recalculated the lump sum payment and adjusted the amount previously approved from \$25,872.95, to the current amount of \$26,387.00.

## **OUTCOME**

Approval of this fourth (4<sup>th</sup>) amendment will allow T-Mobile to install three additional antennas, which will benefit residents who utilize T-Mobile's service. It will also provide additional revenue to the Village.

## **FINANCIAL IMPACT**

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

## **LEGAL REVIEW**

Completed

## **RECOMMENDED BOARD ACTION(S)**

Authorize the Village Manager to enter into a Fourth Amendment to the Site Lease Agreement between the Village of Homewood and T-Mobile Central LLC of Delaware with an adjusted lump sum payment to the Village in the amount of \$26,387, allowing T-Mobile to install three (3) additional cell antennas at the Pierce Avenue water tower site pending all municipal reviews.

## **ATTACHMENT(S)**

Lease amendment



#### FOURTH AMENDMENT TO SITE LEASE AGREEMENT

This **FOURTH AMENDMENT TO SITE LEASE AGREEMENT** dated \_\_\_\_\_ (“**Fourth Amendment**”) is attached to and made a part of the Lease Agreement dated November 8, 2005, and as amended by that certain Amendment No. 1 dated October 6, 2010, and as amended by that certain Amendment No. 2 dated May 14, 2013, and as amended by that certain Third Amendment To Site Lease Agreement dated August 10, 2021 (collectively the “**Agreement**”), by and between T-Mobile Central LLC, a Delaware limited liability company, as successor in interest to VoiceStream GSM 1 Operating Company, LLC (herein called “**Lessee**”) and Village of Homewood (“**Lessor**”).

In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions herein shall control. Except as set forth below, all provisions of the Agreement remain unchanged and in full force and effect.

WHEREAS, Lessor owns a certain real estate commonly known as 18355 Pierce Avenue, Homewood, Illinois 60430 (“**Premises**”); and

WHEREAS, Lessee has requested permission from Lessor to upgrade certain equipment on the Premises.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The first sentence of Paragraph 2 shall be deleted and replaced with the following:

“The Premises may be used by Lessee for any lawful activity in connection with Lessee’s provision of wireless communications services, including without limitation, the transmission and the receipt of radio communication signals on various frequencies, and for the construction, installation, removal, replacement, modification, maintenance and operation of necessary facilities consisting of nine (9) antennas mounted on the Tower Space, a concealing shield, radio equipment, and cabling required to connect Lessee’s equipment and antennas to the Tower Space”

2. In consideration of Lessor granting Lessee the right to install, operate and maintain the above referenced additional equipment on the premises located at 18355 Pierce Avenue, Homewood, Lessee agrees to pay Lessor a one-time lump sum fee of Twenty-six thousand, three hundred eighty-seven dollars. (\$26,387.00).
3. Unless otherwise defined herein, all capitalized terms used in this Fourth Amendment shall have the same meaning as in the Lease.

4. Except as modified by this Fourth Amendment, the Lease shall remain in full force and effect and is ratified and confirmed by the parties. Any further amendments to the Lease must be in writing and executed by both parties.

**REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK**

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment effective as of the latter of the two dates set forth below.

**Lessor:** Village of Homewood  
an Illinois Municipal Corporation

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Lessee:** T-Mobile Central LLC  
a Delaware limited liability company

By: \_\_\_\_\_  
DocuSigned by:  
*Mike Blasutti*  
E2330D3D0638418...

Printed Name: \_\_\_\_\_  
Mike Blasutti

Title: \_\_\_\_\_ Director, Engineering & Ops

Date: \_\_\_\_\_ 10/4/2023



T-Mobile Legal Approval

DocuSigned by: *Marianne Grant* 1EEB5DC843B44F1... DocuSigned by: *George Myers* 71A38AF5C587474... DocuSigned by: *Joanne Pilgrim* FD7D6DE2A171496...

# VILLAGE OF HOMEWOOD



## BOARD AGENDA MEMORANDUM

DATE OF MEETING: October 24, 2023

**To:** Village President and Board of Trustees

**Through:** Napoleon Haney, Village Manager

**From:** Angela Mesaros, Director of Economic and Community Development

**Topic:** Special Use Permit for a Crematorium in the M-1 Limited Manufacturing District for “Manna Crematory” at 17803 Bretz Drive



### PURPOSE

The applicant, Jeffrey N Sachs, requests a special use permit to operate a crematorium “Manna Crematory” within a vacant 1,800 square feet commercial condominium in Building C of the Homewood Business Park Condominium, at 17803 Bretz Drive, in the M-1 Limited Manufacturing zoning district.

### PROCESS

In 2008, the Zoning Ordinance was amended to allow a crematorium as a special use permit in the M-1 District. Several years ago the Village granted a special use permit to the Cremation Society of Illinois to operate in the southeast building of the Homewood Business Park on Bretz Drive (17859 Bretz Drive). That crematorium is in operation and has recently expanded. The current applicant seeks permission to operate a second crematorium within the same development but in another building located further north near several existing businesses, including Rabid Brewery and the Homewood Baseball Academy.

Section 44-04-10 (b) of the Village of Homewood Zoning Ordinance sets standards for all crematoriums that include minimum spacing from residential properties, schools or public playgrounds, parks, or recreational areas; exterior doors must remain closed so the cremator/retort shall not be visible from any public right-of-way; all business vehicles containing human remains may not be visible from any public right-of-way; and the crematorium shall follow all applicable State and Federal laws and regulations.

At its regular meeting, on August 10, 2023, the Homewood Planning & Zoning Commission reviewed the request. The Commission, with six members present, voted 4-2 to recommend approval of the special use. At the hearing, members of the audience spoke against the application with concerns that the business owner has never operated a crematory and concerns about safety issues with the operation of the crematory. The treasurer of the

## VILLAGE OF HOMEWOOD



condominium association (also representing the Cremation Society) stated that the applicant's lease had not been approved by the association.

Commission members who voted to recommend approval of the special use permit stated this application is like the previous application for a crematory, which has had no issues since its opening, and that this use would be compatible with adjacent uses.

Planning & Zoning Commissioners voting against this application stated that the special use criteria found in the Homewood Zoning Ordinance had not been met and that the applicant had not provided answers to questions and concerns from the audience and Commission members.

The Homewood Zoning Ordinance classifies a crematorium as a special use in the M-1 District. The purpose of a special use is to allow evaluation of a proposed land use and to consider the impact of the proposed use on neighboring properties, and the public need for the proposed use at the location.

At the August 22, 2023, Village Board meeting, the Trustees voted to defer consideration of this request until a future date so they could review the minutes of the Planning and Zoning Commission. (The final approved minutes are attached.)

The standards for review of a special use are outlined in Section 44-07-11 of the Homewood Zoning Ordinance. In considering an application for a special use permit the Planning and Zoning Commission and Village Board shall review the standards set forth below. (Attached are the applicant's responses to the special use standards.) No one standard is controlling:

- (1) Is the special use deemed necessary for the public convenience at that location?  
*The proposed use is near an existing crematorium. The applicant has indicated a high demand for this service but has presented no data to support this claim.*
- (2) Will the special use be detrimental to the economic welfare of the community?  
*The applicant has stated this use would create jobs, generate tax revenue, and attract customers. However, his statement regarding attracting customers contradicts his hearing testimony. At the Planning and Zoning Commission hearing, the applicant stated he did not intend to advertise and planned to offer no services to the general public at the location.*
- (3) Will the special use be consistent with the goals and policies of the comprehensive plan and other adopted plans of the village? *Objective 1.1 of the 1999 Comprehensive Plan is to recruit additional appropriate retail and industrial development for designated vacant commercial and industrial areas on the Future*

## VILLAGE OF HOMEWOOD



*Land Use Map. This property is identified as “commercial” on the Future Land Use Map.*

- (4) Is the special use at the subject property so designed, located, and proposed to be operated, that the public health, safety, and welfare will be protected? *The use is regulated by State and Federal agencies; it complies with the local ordinance to be at least 500’ from residential, public playground, or recreational areas. The applicant does not yet have the required State licensing to operate the crematory. He could not answer questions asked by the Commission members regarding the timeline and specific requirements for obtaining a crematory license. Mr. Sachs has been a licensed funeral director for 31 years.*
- (5) Is the special use a suitable use of the property and, without the special use, could the property be substantially diminished in value? *The property is in the Homewood Business Park and is vacant. If the property remained vacant, the value of the property could be diminished.*
- (6) Will the special use cause substantial injury to the value of other property in the neighborhood in which it is located? *The proposed location is one unit within a multi-tenant commercial business park comprised of three buildings. Other uses within the buildings include a plumbing contractor, a baseball academy, a crematorium, a brewery and taproom, and a baseball bat manufacturer (Homewood Bat). Several existing businesses are open to the public. At least one adjacent property owner has complained about the impacts of this use specifically the air quality.*
- (7) Will the special use be consistent with the uses and community character of the neighborhood surrounding the subject property? *The applicant used the existing crematory as an example to answer this question. The existing crematory operated by the Cremation Society of Illinois is in the same business park; however, it is relatively isolated from other uses within the development and is not visible from Bretz Drive. The proposed crematorium would be located in a visible location in the business park on Bretz Drive near existing businesses that rely on access by the general public.*
- (8) Will the special use be injurious to the use or enjoyment of other property in the neighborhood for the purposes permitted in the zoning district? *Commission members expressed concerns about the air quality impact of a second crematory in close proximity. Crematorium operations, including air quality standards and licensing, are regulated by State and Federal law. The owner of the nearby brewery*

## VILLAGE OF HOMEWOOD



*and tap room expressed concern about unpleasant odors emanating from the existing crematorium at the opposite side of the business park from her business. The proposed second crematorium would be closer to her business and is expected to generate the same odors as the crematory currently in operation.*

- (9) Will the special use impede the normal and orderly development and improvement of surrounding properties for uses permitted in the zoning district? *The applicant was not clear on the number of hours per day that the cremations would occur; however, through testimony, we learned that the hours could be as much as 15-18 hours per day, which is a concern to area businesses.*
- (10) Does the proposed special use at the subject property provide adequate measures of ingress and egress in a manner that minimizes traffic congestion in the public streets? *According to the applicant, most of his business would be conducted by advertising on the internet with little public interaction at the proposed site.*
- (11) Is the subject property adequately served by utilities, drainage, road access, public safety, and other necessary facilities to support the special use? *Yes.*
- (12) Will the special use have a substantial adverse effect on one or more historical, archeological, cultural, natural, or scenic resources located on the parcel or surrounding properties? *None.*

### OUTCOME

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

- The subject property is located at 17803 Bretz Drive;
- The property is leased by the Manna Crematory, LLC of Burns Harbor, Indiana;
- The property is zoned M-1 Limited Manufacturing;
- The proposed use is regulated by State and Federal guidelines;
- The applicants must abide by the standards in Section 44-04-10b of the Village of Homewood Zoning Ordinance; and
- The proposed use is compatible with the adjacent uses.

### FINANCIAL IMPACT

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

# VILLAGE OF HOMEWOOD



## LEGAL REVIEW

Completed

## RECOMMENDED BOARD ACTION

The Village Board shall make the final decision on all special uses. In consideration of the attached ordinance granting a special use permit for a Crematorium on application by Jeffery N Sachs, “Manna Crematory” at 17803 Bretz Drive, in the M-1 Limited Manufacturing zoning district, Staff recommends the Village Board consider the following options:

1. Approve the special use with the condition that the applicant must comply with all local, State, and Federal certifications and licenses as recommended by the Planning & Zoning Commission (by a vote of 4 to 2); or
2. Refer the matter back to the Planning and Zoning Commission for further consideration of conditions, such as limitation of hours of operation, disposal of any other waste materials; visible smoke, emissions, or odor; and require that the operator to provide all documentation to the Village that all applicable Federal, State and local permits have been obtained and provide all of the equipment manufacturers’ specifications for construction, installation, operation, and maintenance.

## ATTACHMENT(S)

- Ordinance
- Minutes of Planning & Zoning Commission meeting – August 10, 2023
- Standards for Special Use, prepared by the applicant, Jeffery N. Sachs, Manna Crematory, 07/14/2023



**ORDINANCE NO. M - 2267**

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT  
TO ALLOW THE OPERATION OF A CREMATORIUM AT 17803 BRETZ  
DRIVE, HOMEWOOD, COOK COUNTY, ILLINOIS**

---

**WHEREAS**, 65 ILCS 5/11-13-1.1 authorizes the granting of a special use by passage of an Ordinance; and

**WHEREAS**, Jeffery N Sachs, proprietor of “Manna Crematory” has requested a special use permit for a crematorium at 17803 Bretz Drive; and

**WHEREAS**, Genral Brooks, owner of the subject property has authorized such request for a special use; and

**WHEREAS**, a crematorium is a special use in the M-1 Limited Manufacturing District per Table 44-03-04 of the Homewood Zoning Ordinance; and

**WHEREAS**, the Homewood Planning and Zoning Commission reviewed and considered the request at its regular meeting on August 10, 2023, and voted 4-2 to recommend approval of the requested special use; and

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

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

**SECTION ONE - INCORPORATION OF RECITALS:**

The above recitals are incorporated into this ordinance as if fully restated here.

**SECTION TWO - FINDINGS OF FACT:**

1. The subject property is located at 17803 Bretz Drive;
2. The property is leased by the Manna Crematory, LLC of Burns Harbor, Indiana; The property is zoned M-1 Limited Manufacturing;
3. The proposed use is regulated by State and Federal guidelines;
4. The applicant must abide by the standards in Section 44-04-10b of the Village of Homewood Zoning Ordinance; and
5. The proposed use is compatible with the adjacent uses.

**SECTION THREE - LEGAL DESCRIPTION:**

The subject property is legally described as follows:

Unit C-3, together with its undivided percentage interest in the common elements, in Homewood Business Park Condominium, as delineated and defined in the Declaration recorded as Document No. 0923210013, as amended, in the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 33, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 29-33-100-067-1012

Common Address: 17803 Bretz Drive  
Homewood, IL 60430

**SECTION FOUR - ISSUANCE OF SPECIAL USE PERMIT:**

A special use permit is hereby granted to Jeffery N Sachs to operate a crematory at the above-described property.

**SECTION FIVE - CONDITIONS:**

1. Before opening for business, the applicant must obtain a license from the State of Illinois to operate a crematory.

2. The applicant must operate the facility in compliance with all local, State, and federal health and environmental protection requirements.

**SECTION SIX - DOCUMENTS TO BECOME A PART OF THIS ORDINANCE:**

The following documents are hereby made part of this Ordinance:

- a. Homewood Planning and Zoning Commission minutes of August 10, 2023, as they relate to the special use permit.
- b. Homewood Village Board minutes of August 22, 2023, as they relate to this ordinance.
- c. Homewood Village Board minutes of October 24, 2023, as they relate to this ordinance.

**SECTION SEVEN - RECORDING:**

The Village Attorney shall record this Ordinance without attachments in the Office of the Cook County Clerk - Recording Division.

PASSED and APPROVED this 24<sup>th</sup> day of October, 2023.

\_\_\_\_\_  
Village President

\_\_\_\_\_  
Village Clerk

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

# VILLAGE OF HOMEWOOD



## MEETING MINUTES

DATE OF MEETING:

August 10, 2023

## PLANNING AND ZONING COMMISSION

7:00 pm

Village Hall Board Room  
2020 Chestnut Street  
Homewood, IL 60430

### CALL TO ORDER:

Chair Sierzega called the meeting to order at 7:02 pm.

### ROLL CALL:

In attendance were Members Bransky, Cap, Castaneda, Johnson, O'Brien, and Chairman Sierzega. Member Alfonso was absent. Present from the Village were Staff Liaison Angela Mesaros and Building Department Secretary Darlene Leonard. There were ten people in the audience. The public was able to watch and listen to the meeting via Zoom webinar.

### APPROVAL OF MEETING MINUTES:

Chair Sierzega asked if there were any changes or corrections to the minutes of June 8, 2023. There were no changes.

Member O'Brien moved to approve the minutes; seconded by Member Cap.

AYES: Members Bransky, Cap, Castaneda, O'Brien, Johnson, Chairman Sierzega

NAYS: None

ABSTENTIONS: None

ABSENT: Member Alfonso

### REGULAR BUSINESS:

#### CASE 23-22: Special Use Permit for a Crematorium

Chairman Sierzega read the description of the case and swore in the applicant, Jeffrey Sachs. Mr. Sachs presented his case.

Ms. Mesaros stated that she had received two objections for this use. One of them was from a business owner located in the same building.

Chairman Sierzega asked if the applicant had operated another crematorium. Mr. Sachs stated no and added that he currently has a service to pick up and deliver bodies to funeral homes and crematoriums.

Member Cap asked if the applicant was familiar with the quality standards set by the Illinois Pollution Control Board, what the standards are that must be met, and the name of the company that will be installing the cremation systems. Mr. Sachs stated he was unaware of the standards and stated the Company is BNL Cremation Systems out of Florida.

Member Cap also asked how the systems work, what the maintenance is for them, and if there was any sort of odor. Mr. Sachs stated everything is collected inside the stacks, maintenance is done roughly every 6 months unless there is an issue, and as long as the system is maintained and working properly there is no odor.

Member O'Brien asked the applicant what impact this business would have on his current clients, including the existing crematorium in Homewood, and if he would still be a customer of his current clients. Mr. Sachs stated he has spoken to the owner of the existing crematorium and does not believe this business would directly compete with it; further stating his business would not advertise to the public and would deal directly with local funeral homes. Mr. Sachs added that he wants to be more of a partner than a competitor.

Member Johnson asked the applicant what percentage of the work would be from funeral homes, how busy the location would be with the number of cremations, and asked about deliveries. Mr. Sachs stated he was unsure of the exact number, but estimates 75% and anticipates approximately 500 cremations. Deliveries would be from smaller vehicles like minivans in the rear to the bay.

Member Castaneda asked the applicant why he chose this location. Mr. Sachs stated it was an opportunity that arose.

Member Castaneda asked Staff if there were any details to the received objections. Staff Liaison Mesaros stated there were no details.

Member Castaneda stated she looked up crematoriums and the main concern was environmental - the mercury emissions from the dental fillings and added that the numbers were quite varied with one study stating 7% of all industrial emissions while another said 1%.

Chairman Sierzega asked the applicant what the planned hours would be, asked about potential staff, and if there would be services on site. Mr. Sachs stated the office hours would be limited and the cremation process would vary from 1-2 per day or 5-6 per day; it would depend on the numbers coming in; and the hours could change based on demand. Mr. Sachs stated there would be one person other than himself and he would add staff as the business grows. Chairman Sierzega asked if there would be memorial services on site. Mr. Sachs stated no.

Chairman Sierzega asked about the number of remains that would be stored on-site if urns would be sold, and if the business would be open to the public for the sale, and asked what the ashes would be in. Mr. Sachs stated how many bodies would be stored would depend on the storage unit he gets. If he goes with the 10' x 20' it would be about 12. If he goes with the 10' x 30' it would be 14-16 bodies. Any urns would be sold only if he started selling directly to the public. The ashes go into a temporary container.

Member Bransky asked the applicant who would be operating the equipment and what kind of training was involved. Member Bransky stated that it has to be recognized by the State Comptroller's office. Mr. Sachs stated the employee would operate the equipment. And added that most equipment is automated with removed access, but either he or the employee would be on site. There is an 8-hour training session that is offered by the State Association, the Cremation Society, and the equipment manufacturer offer it, and stated the State requires the individual operating the equipment to be certified.

Member Castaneda asked how all the guidelines and mandates could be learned in 8 hours. Mr. Sachs stated the knowledge of the State laws and statutes is up to the business owner and he would make sure his employees learned them. Mr. Sachs did not know the guidelines and was not able to answer.

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Last Revised: 09/15/2023

Member Johnson stated there are no local requirements, just State mandates for environmental requirements. Member Johnson asked Staff if the Inspector would look at it. Staff Liaison Mesaros stated not the Village, it would be the State Inspector.

Chairman Sierzega asked the applicant if someone from the State would come by periodically. Mr. Sachs stated yes, from the State Comptroller's office; they come out before opening and periodically after opening but he is not sure of the frequency.

Member Bransky asked if there would be an audit of practices and records and how often it occurs. Mr. Sachs stated it does occur, but he has never been present when the State is in the facility so he does not know how often it occurs.

Chairman Sierzega asked if anyone in the audience had any questions.

David McDermott of 2001 Ridge Road was sworn in. Mr. McDermott asked the applicant several questions including how long the corporation has existed, about the previous corporation that was involuntarily dissolved by the State, the location in Homewood versus the one that was proposed in South Holland, how far into development the South Holland location had been, if the applicant was licensed to operate the machinery, if the applicant was a member of the Cremation Society of America, if licenses were obtained in previous years, previous employment at a local funeral home and if he had left under bad terms, if there were any individuals in mind to be employees, how the experience was obtained to get certification without experience, the status of the litigation of the property in South Holland, and how many remains could be cremated in a day. Mr. Sachs stated the business was recently incorporated, and that the previous corporation was involuntarily dissolved in 2021, the location in Homewood is larger than the facility he had planned to open in South Holland. The facility in South Holland was ready to break ground, he had never had a license to operate the machinery. Indiana does not require a certification. Mr. Sachs stated that membership in the cremation society is on hold until after he gets the approval from the Village, he has not obtained licenses in the past, he has 4 people in mind, and he has experience working under others. He did not leave the funeral home on bad terms. He did not finish the probation period.

Mr. McDermott asked the applicant about the status of the litigation of the property in South Holland and the names of the companies involved. Mr. Sachs stated it is in mediation and the properties are Lex Management and Golf Construction.

Member Johnson asked the applicant the time period it takes to cremate a body. Mr. Sachs stated it depends on the machine and the size of the remains.

Vicki Grantham, of the Cremation Society of America, 17859 Bretz Drive, and secretary of the Condo Association, was sworn in. Ms. Grantham asked if the machines with the remote access were the ones that were being obtained. Mr. Sachs stated BNL does not have that technology in their machines so he is unsure what he will get.

Ms. Grantham asked if there was an agreement in place; if the applicant was aware of the cool-down period the machine needs; if the applicant had already signed a lease; if the applicant was aware the Association has to be informed the location will be leased; if he was going to buy the location; if the lease has a clause to fix the roof if the business closes and the equipment is removed; and if the public would be allowed in to witness the cremations. Mr. Sachs stated he does not have a signed contract, the newer and more advanced machines have less of a cool-down period, he has already signed a lease, but was unaware the Condo Association was to be informed, was unaware of the requirements, and was unaware that he could have gotten the information from the Association directly. He has been

requesting this from the broker and the property owner. He is not sure if he will buy the location and there is a clause in the lease allowing him to purchase. It is not in the lease to repair the roof and there are other things that were left out of the lease that were not addressed. Mr. Sachs stated there are no plans at this time to allow the public to witness cremations.

Member Johnson asked the applicant if the lease was approved by the Condo Association. Mr. Sachs stated no it wasn't and that is a question for the broker and the building owner.

Member Bransky asked if they could add their concerns to the Findings of Fact because the business plan is thin and it's a concern.

Chairman Sierzega stated they can be added to the Findings of Fact.

Member Castaneda asked what is required by the State to operate in Illinois. Mr. Sachs stated the certifications can be done before the machines are installed, which takes 4-6 months and is dependent on the Special Use. Mr. Sachs stated that he did not know the answers to that off-hand.

Member Johnson moved to recommend approval of Case 23-22 to grant a special use for a crematorium, Manna Crematory, at 17803 Bretz Drive, subject to the requirements of Section 44-04-10 b of the Village of Homewood Zoning Ordinance and subject to all other local, State, and Federal requirements and licenses. Seconded by Member O'Brien.

AYES: Members Cap, Johnson, O'Brien, and Chairman Sierzega

NAYS: Members Bransky and Castaneda

ABSTENTIONS: None

ABSENT: Member Alfonso

### **CASE 23-23: Special Use Permit and a Zoning Variance for Ground-Mounted Solar Energy Collections System**

Chairman Sierzega read the description of the case and swore in the applicant, Tony Jaswal, who presented the application.

Mr. Jaswal stated the proposed solar panels would be on a 2-acre plot of land owned by INX, it would have 1 million kilowatt hours offset per year, they would connect to INX, the modules would face south with a 10° tilt and they are non-rotating. Mr. Jaswal stated the variance request is to increase the height to 5'7" from 5'.

Member Cap asked the applicant about the plates, the proportion of consumption of INX, if the excess power would be stored onsite or put back into the power grid, who would own the equipment, what plants would be used for the ground cover, how the list of plants compares to the State Statute being pollinator-friendly, the cleaning of the panels, what the fencing would be. Mr. Jaswal stated the plates are 950 kW dc, on an annual basis it would be 3-14% of the annual usage. The power has the option to go into the grid, but most of the power would be consumed onsite. Any power that would go into the grid would be a 1:1 credit. The finance partner, DDS, would own the equipment and sell the power to INX. The plan provided a list of plants that have been reviewed by the Village Arborist Bryon Doerr. The plants are pollinator-friendly. The panels would be cleaned twice a year and there would be landscape maintenance. There is no plan to remove any snow from the panels. The proposal is a 5-foot tall vinyl fence.

Staff Liaison Mesaros stated that both the Police and Fire Chiefs expressed concern about the proposed fence since it couldn't be see-through. Mr. Jaswal stated they are not opposed to changing the fence type.

Mr. Jaswal stated Cook County has no plans to tax the solar arrays. Member Cap asked if there were any examples of solar panels inside Cook County. Mr. Jaswal stated there are ground-mounted systems in Tinley Park, Chicago, Chicago Heights, and University Park with some of them larger than the proposed one. Member Cap asked about the tax assessment on solar arrays outside of Cook County. Mr. Jaswal stated there is the potential for the County to add it as a resource for property taxes in DuPage County, but it's not set yet.

Member Bransky asked about the decommission sequence and what would be removed and asked who would install the conduit, how it would be installed, and in what material. Mr. Jaswal stated the concrete foundation and everything below grade would stay. The conduit would be installed below ground by DSD.

Member Bransky also asked if there would be a battery storage system and if the generator would get the overage. Mr. Jaswal stated this system does not have a battery and yes the generator would get the overage. Member Bransky asked if there would be ponding under the panels from the erosion. Mr. Jaswal stated they have not had that issue.

Chairman Sierzega swore in 4 representatives from INX, Mike DeRosa, Tim Roth, Kevin, Cochran, and Ashley Rooney.

Member O'Brien asked who selected the ground-mounted solar system, why they selected ground-mounted instead of roof-mounted when they purchased the vacant lot, why canopy mounting has not been considered, and why the height variance is being requested. Mr. Jaswal stated General Energy selected the system. The roof was evaluated and it was determined that the roof was not structurally sound enough for the roof-mounted system and the land space was available. Mr. Cochran stated the lot was purchased in 2008 at the same time the land was purchased for the development of INX's facility to the east. Mr. Jaswal stated canopy mounting is an option, but there are no incentives for it in Illinois and it is not feasible economically. The standard height to get under the panels for maintenance is 3 feet, having that and adding the tilt makes the height 5-foot 7 inches. Mr. Jaswal stated canopy installation is not available in Illinois yet, but when the costs come down it could be done, and added that the company is interested in exploring it.

Member O'Brien asked why they wanted to install a 5-foot fence instead of the 4-foot stated in the code. Mr. Jaswal stated typically they do 5 feet as anything taller would cast a shadow. Chairman Sierzega stated it would not be a closed fence. Mr. Jaswal stated it would be an open fence.

Member Johnson stated it is something that should be encouraged and stated it should be included in the staff comments so the information is clear.

Member Castaneda asked if the main disconnect can be done remotely and if MWRD is required. Mr. Jaswal stated that the disconnect must be done manually. It is required and they are in the process of obtaining the MWRD permit.



Chairman Sierzega asked if the company has done any system decommissions and how many panels are being installed. Mr. Jaswal stated the decommissioning is typically done by DSD. His company has the option to do them, but they haven't. Mr. Jaswal stated each panel has 5, so there would be about 2,000 panels.

Member Johnson moved to recommend approval of Case 23-23 to grant (1) a Special Use permit for a ground-mounted solar collection system; (2) a variance from Subsection 44-04-14 (s)1 to located in the front yard; and (3) a variance from Subsection 44-04-14(s)2 for a maximum height of 5.7 feet, at INX International Ink Co. at 1000 Maple Avenue, subject to all other requirements of Section 44-04-14(s) of the Village of Homewood Zoning Ordinance and including the comments from staff regarding the site plan review committee fence and electric main disconnect installation; Seconded by Member O'Brien.

AYES: Members Bransky, Castaneda, Johnson, and Chairman Sierzega

NAYS: Members Cap and O'Brien

ABSTENTIONS: None

ABSENT: Member Alfonso

Member O'Brien stated they should revisit the ordinance and make an amendment to the height of the panels. Staff Liaison Mesaros stated it is a good idea and it will be looked into and added to the list of amendments.

**OLD BUSINESS:**

None

**ADJOURN:**

Member O'Brien moved to adjourn the meeting; Member Cap seconded. All members voted in favor. The meeting adjourned at 9:09 p.m.

Respectfully submitted,

*Angela Mesaros*

**Angela Mesaros**

Director of Economic and Community Development



2020 Chestnut Road, Homewood, IL 60430

**Street Address:** 17803 Bretz Drive Homewood, IL 60430

**Requested Use:** Crematory Area: 1800 sq. ft.

**Business Name:** Manna Crematory

**Applicant Name:** Jeffery N Sachs Date: 7-14-2023

Provide responses to each question below using complete sentences and specific to the proposed business and selected location.

The Planning and Zoning Commission and Village Board shall consider the following responses to the Standards for a Special Use in evaluating the application. No one is controlling.

1. Is the special use deemed necessary for the public convenience at this location?

Describe why this location is best-suited for your business to serve the community.

This location is best suited for our business to serve the community for several reasons. Firstly, it is easily accessible from Halsted Street. Secondly, there is a high demand for the type of services we offer in this area. Thirdly, the site is large enough to accommodate the size of the building we require and provides ample space for parking. Overall, we believe that this location is the best choice for our business to serve the community effectively.

2. Is the special use detrimental to the economic welfare of the community?

Will the business have a negative impact on other businesses?

Based on our assessment, the special use is not detrimental to the economic welfare of the community. On the contrary, it will create jobs, generate tax revenue, and provide a valuable service to the area. The proposed use will also attract customers to the area and may lead to increased economic activity in the surrounding businesses.

3. Will the special use be consistent with the goals and policies of the Comprehensive Plan?

Describe how your business fits with the goals and policies summarized on the attached sheet.

The comprehensive plan dated 1999 mostly contains development for the downtown area. From what I can see 1.1 and 1.7 under the objectives would pertain to our business.

4. Is the special use so designed, located, and proposed to be operated, that the public health, safety, and welfare will be protected?

Describe any negative impacts, external to your business, that may result from it operating at this location.

With all the regulations for a crematory in the state of Illinois, I cannot for see any negative impact to the public health, safety, and the welfare of the area. There are strict guidelines and mandates that come from the state of Illinois, the federal government, and the EPA in regards to regulation of a crematory. with these regulations in place a crematory will have much oversight.

5. Is the special use a suitable use of the property, and will the property will be substantially diminished in value without the special use?

Describe why your business is best-suited for your this property.

This property is suitable for all needs pertaining to Crematory. As the property sits currently, it is set up for all needs for the crematory. The front office and warehouse space are laid out to where no addition changes need to be made to the space. As far as substantially diminishing the value of the property I can only say that without the special use the property may sit empty.

- 6. Will the special use cause substantial injury to the value of other property in the neighborhood in which it is located?

*Will your business decrease the value of other properties?*

I do not believe that operating at crematory out of that property that it will decrease the value of the surrounding properties. In the other adjacent warehouse, Cremation Society Of Illinois operates their crematory and I believe it has it increase the value of both their spaces.

- 7. Will the special use be consistent with the uses and community character of the neighborhood surrounding the property?

*Describe how your business is compatible with its neighbors.*

Just as Cremation Society Of Illinois operates out of 17859 Bretz Drive and the adjacent space, it has operated it has been compatible with their neighboring businesses. I believe our crematory well operate in the same manner.

- 8. Will the special use be injurious to the use or enjoyment of other property in the neighborhood for the purposes permitted in the zoning district?

*Describe any negative impacts, external to your business, that may result from it operating at this location.*

The special use will not be injurious to the use or enjoyment of other property in the neighborhood for the purpose permitted in the zoning district. The proposed use will not create excessive noise, light pollution, or traffic congestion that would disrupt the surrounding properties. In fact, the proposed use is compatible with the surrounding land uses and will provide a valuable service to the community.

- 9. Will the special use impede the normal and orderly development and improvement of surrounding properties for uses permitted in the zoning district?

*Describe any negative impacts, external to your business, that may result from it operating at this location.*

The proposed use is consistent with the zoning regulations and will not interfere with the surrounding land uses. In fact, the proposed use may enhance the development of the surrounding properties by attracting customers to the area and creating economic opportunities. Therefore, we do not believe that the special use will impede the normal and orderly development of the surrounding properties.

- 10. Does the special use provide adequate measures of ingress and egress in a manner that minimizes traffic congestion in the public streets?

*Describe how will customers get to and from your business.*

Yes, the special use provides adequate measures of ingress and egress in a manner that minimizes traffic congestion in the public streets. Customers will arrive at the business by the way of halsted Street to Ridge Road and from there to Bretz Drive. Traffic and occupancy as it relates to the property will be greatly reduced by which most of the business will be contacted via the Internet.

- 11. Is the special use served by adequate utilities, drainage, road access, public safety and other necessary facilities?

*A new business going into an existing development, may answer 'no.'*

No

- 12. Will the special use substantially adversely affect one or more historical, archaeological, cultural, natural or scenic resources located on the parcel or surrounding properties?

*A new business going into an existing development, may answer 'no.'*

No



## BOARD AGENDA MEMORANDUM

DATE OF MEETING: October 24, 2023

**To:** Village President and Board of Trustees

**Through:** Napoleon Haney, Village Manager

**From:** Angela Mesaros, Director of Economic and Community Development

**Topic:** Redevelopment Agreement, Cook County Class 8 and Contract to Purchase – Apparel Redefined, 1313 & 1351 175<sup>th</sup> Street

### PURPOSE

John LaRoy, the owner and CEO of Apparel Redefined, a custom apparel printing and monogramming company, proposes to move his headquarters and production facility to Homewood. Apparel Redefined was founded in 1970 and currently operates out of Crestwood, IL. They are a leading nationwide supplier of custom silk screening and embroidery products that specializes in highly-customized athletic apparel. The company has outgrown its current location. The company currently employs 60 people and has plans to more than double its staffing once the relocation and expansion are complete.

Apparel Redefined proposes to redevelop a four-acre vacant lot at 1351 175<sup>th</sup> Street for the expansion of its production facility and renovate the office building directly to the east at 1313 175<sup>th</sup> Street for its headquarters.

The Village Board action includes approval of various items including a Redevelopment Agreement; a Resolution in support of Class 8 for 1351 175<sup>th</sup> Street; a Resolution in support of Class 8 with “special circumstances” for 1313 175<sup>th</sup> Street; and a Resolution exercising the Village’s option to purchase the building at 1313 175<sup>th</sup> Street.

### PROCESS

In 1992, the Village purchased 178 acres of land along 175<sup>th</sup> Street (the Prairie Lakes Business Park) in the Washington Park Tax Increment Financing (TIF) District. (*The TIF expired in 2009/2010.*) In 1996, the Village of Homewood completed infrastructure improvements to promote the development of 41 of the 178 acres. The only parcel in the Prairie Lakes Business Park that remains undeveloped is the four-acre parcel at 1351 175<sup>th</sup> Street. The Village tried for many years to sell the property for development with no success.

In June 2022, John La Roy, owner of Apparel Redefined, contacted Village staff, seeking available space to relocate and expand its offices and production facility. During this process, Mr. LaRoy articulated his need for a six acre site. The Village offered its four-acre lot for the



Development. To complete the six-acre request, the Village proposed to purchase the building at 1313 175<sup>th</sup> Street and transfer the building to the developer.

### **Option to Purchase Office Building – 1313 175<sup>th</sup> Street**

On June 27, 2023, the Village Board approved a letter of intent with Apparel Redefined for 1313 175<sup>th</sup> Street and 1351 175<sup>th</sup> Street, including a purchase option and contract for the office building at 1313 175<sup>th</sup> Street. The purchase price for the building is \$400,000, and is a TIF eligible expense. The Village paid a non-refundable option payment of \$25,000 to the owners of which ten thousand dollars (\$10,000) will be credited toward the purchase price if the buyer (Village) completes the purchase. The Village's total cost to acquire 1313 175<sup>th</sup> Street is \$415,000. Per the option agreement, the Village must notify the seller of its intent to proceed with the purchase of the property by October 25, 2023, and close on the property by November 30, 2023.

Once the Village has purchased the property at 1313 175<sup>th</sup>, solicitation of alternative proposals is required under the TIF Act before the Village can sell the property. This process takes approximately 30-45 days.

### **Redevelopment Agreement**

The Village and Apparel Redefined have agreed to the following terms of a redevelopment agreement:

- Sale of the properties at 1313 175<sup>th</sup> Street and 1351 175<sup>th</sup> Street from the Village to Apparel Redefined for \$1.
- TIF Eligible Expenses: The Village will reimburse Apparel Redefined for TIF eligible costs from the incremental tax revenues generated by this project. Total TIF eligible costs are estimated at \$5,000,000: this includes job training expenses, public infrastructure improvements, site preparation, and renovations to 1313 175<sup>th</sup> Street.
- Extraordinary Soil Conditions: The Village will reimburse the developer for additional work necessary to prepare the site for construction due to otherwise undevelopable soil conditions. This site, along with many others in the Prairie Lakes Business Park, has a high water table and soil that is unsuitable for construction without substantial site preparation. In the past, the Village has reimbursed previous developments within the Prairie Lakes Business Park to mitigate these poor soil conditions. This agreement provides that the developer will be responsible for costs of a normal foundation (slab on grade) for its proposed building, and the Village will reimburse the developer for site preparation costs beyond a normal foundation. The developer secured a quote of



\$1,130,400 for the extraordinary soil costs associated with this site. This is the source of the “not to exceed” cost in paragraph 5(d)(ii) on page four of the Agreement. However, since this amount is significantly higher than what was originally estimated, the agreement requires the developer to secure two additional bids for this work before proceeding. If these bids come in lower than \$1,130,400, the developer will only be reimbursed for the cost of the lowest bid. TIF funding from the N.E. TIF District will cover the costs for this work.

- Reverter Deed: At closing, the developer must sign a deed conveying the property back to the Village if it defaults on the agreement.
- Cook County Class 8: The Village agrees to support a Cook County Class 8 Incentive for both properties. Cook County has recognized the property tax issue for the Chicago Southland and created the Class 8 Cook County Tax Incentive Program. Class 8 encourages development in areas experiencing economic stagnation. Under this program, qualified commercial real estate is assessed at 10 percent of market value for the first 10 years, 15 percent in the 11th year, and 20 percent in the 12th year.

The properties are located in Thornton Township, one of the five designated townships that automatically qualify for the Class 8 incentive. A Class 8 for this property will help bring the tax burden more in line with competing sites in Indiana and Will County where the property tax rate is as much as 45% less. Because the office building at 1313 175<sup>th</sup> Street has been vacant for less than 24 months, the Village must find special circumstances present in order to waive the 24-month vacancy requirement for Class 8 eligibility. This property requires considerable interior renovations necessary to occupy the space including water damage to the basement, thus enhancing the commercial viability of the Village by improving commercial infrastructure, which qualifies as special circumstances.

## **Zoning Entitlements**

Apparel Redefined’s proposed use is categorized as a light manufacturing, assembly, and fabrication use in the Homewood Zoning Ordinance. The subject property is zoned M-1, Limited Manufacturing District. This use is allowed as a limited use, which requires staff review. Due to the size of the property (greater than 25,000 square feet), the development must be approved as a planned development. The objective of the planned development is to encourage a higher level of design and amenity than is possible to achieve under otherwise applicable zoning regulations.



Mr. LaRoy has completed the first step in the planned development procedure: a pre-filing administrative review committee conference. The committee reviewed the project on October 11 and October 18, 2023. Comments included stormwater requirements, landscaping requirements, tree preservation, future expansion, fire lane requirements, security cameras, and public utilities. Apparel Redefined has provided an updated site plan and renderings.

Upon receipt of a complete formal application for planned development, a public hearing on the planned unit development before the Planning & Zoning Commission will be scheduled. The Commission's recommendation will be forwarded to the Village Board for final consideration of the planned development.

## OUTCOME

The proposed development is expected to generate a TIF increment, which would be used to provide incentives to the developer to be reimbursed over the remaining 15 years of the TIF. The benefit of this development is that it will return an underutilized property to productive use and strengthen and enhance the Village's tax base.

The long-term benefits of this development project are as follows:

- Development and return to the tax rolls of a Village-owned property that has been vacant for over 31 years.
- Compliance with the Village's plan and established zoning for the area: light manufacturing, assembly, and office buildings.
- The addition of a production facility on previously vacant land increases the Village's overall Equalized Assessed Valuation.
- The development brings the headquarters of an established, growing business to Homewood that would provide sustainable wage employment and potential for future job creation.

## FINANCIAL IMPACT

- **Funding Source:** Northeast Tax Increment Financing District. As of April 2023, the Northeast TIF has \$2.7 million in funds with no pending obligations. The Northeast TIF generates approximately \$750,000 in TIF increment per year.
- **1313 175<sup>th</sup> Street (Building):** \$415,000 acquisition – Transferred to developer for \$1
- **1351 175<sup>th</sup> Street (4-acre vacant land):** Transferred to developer for \$1
- **Soil Mitigation:** Not to exceed \$1,130,400
- **TIF Eligible Expenses:** Not to exceed \$5M (*actual incentive dependent on TIF Increment generated solely by the project*)

## LEGAL REVIEW

Completed



## RECOMMENDED BOARD ACTION

1. Approve the redevelopment agreement.
2. Pass the attached resolution supporting the Cook County Class 8 Incentive for 1351 175<sup>th</sup> Street (vacant Village-owned land).
3. Pass the attached resolution supporting the Cook County Class 8 with “special circumstances” for 1313 175<sup>th</sup> Street (office building).
4. Pass a resolution authorizing the Village to enter a contract to purchase 1313 175<sup>th</sup> Street, for headquarters and production facility for Apparel Redefined.

## ATTACHMENT(S)

- Site plan and renderings
- Redevelopment Agreement, 1313 & 1351 175<sup>th</sup> Street
- Resolution for Class 8, 1351 175<sup>th</sup> Street
- Resolution for Class 8, 1313 175<sup>th</sup> Street
- Resolution Authorizing Contract to Purchase 1313 175<sup>th</sup> Street



# NEW HEADQUARTERS FACILITY EXISTING OFFICE RENOVATION AND NEW PRODUCTION FACILITY

1313 175th STREET, HOMEWOOD, ILLINOIS 60430

FOR:



# APPAREL REDEFINED

4611 136th STREET, CRESTWOOD, ILLINOIS 60418

**Bruce F. Roth**  
ARCHITECT  
743 Selborne Road, Riverside, Illinois 60546  
708-443-5195 (H), 708.663.8306 (C)  
email: brucefroth@gmail.com  
web: brucefrotharchitect.wordpress.com



AREA MAP

**October 18, 2023 - In Progress**

**BRUCE F. ROTH**  
ARCHITECT

743 Selborne Road, Riverside, Illinois 60546  
708.443.5195 (H), 708.663.8306 (C)  
email: brucefroth@gmail.com  
web: brucefrotharchitect.wordpress.com

LIMITATION OF WARRANTY OF ARCHITECTS WORK PRODUCT  
THE ARCHITECT AND HIS CONSULTANTS DO NOT WARRANT OR GUARANTEE THE ACCURACY AND COMPLETENESS OF THE WORK PRODUCT THEREIN BEFORE REASONABLE DILIGENCE. IF ANY ERRORS, OMISSIONS OR DISCREPANCIES ARE FOUND TO EXIST WITHIN THE WORK PRODUCT, THE ARCHITECT SHALL BE PROMPTLY NOTIFIED SO THAT HE MAY HAVE THE OPPORTUNITY TO TAKE WHATEVER STEPS ARE NECESSARY TO RESOLVE THEM. FAILURE TO NOTIFY THE ARCHITECT OF SUCH CONDITIONS SHALL ABSOLVE THE ARCHITECT FROM ANY RESPONSIBILITY FOR THE CONSEQUENCES OF SUCH FAILURE. ACTIONS TAKEN WITHOUT THE KNOWLEDGE OR CONSENT OF THE ARCHITECT, OR IN CONTRADICTION TO THE ARCHITECT'S WORK PRODUCT OR RECOMMENDATIONS, SHALL BECOME THE RESPONSIBILITY, NOT OF THE ARCHITECT, BUT OF THE PARTIES RESPONSIBLE FOR TAKING SUCH ACTION.

PROJECT

**APPAREL REDEFINED**

HEADQUARTERS FACILITY

1313 175th STREET  
HOMEWOOD, ILLINOIS 60430

SHEET

COVER PAGE

SEAL

Blank space for seal or signature.

REV	DATE	ISSUES FOR ISSUE

BY BFR	NUMBER G-00
PROJECT	

**BRUCE F. ROTH**  
ARCHITECT

743 Selborne Road, Elvertide, Illinois 60544  
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LIMITATION OF WARRANTY OF ARCHITECT'S WORK PRODUCT

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**EXISTING SITE DATA**

ADDRESS: 1313 175th STREET, HOMEWOOD, IL 60403  
ZONING DISTRICT: M-1 LIMITED MANUFACTURING

SITE AREAS:  
PROPERTY 1 (LOT D, 1, 2, & 3): 187,500 SF 4.30 Acres  
PROPERTY 2 (HUEY PLAZA): 55,500 SF 1.27 Acres  
TOTAL AREA: 243,000 SF 5.58 Acres

EXISTING BUILDING AREAS:  
BASEMENT LEVEL: 4,705 SF  
FIRST FLOOR LEVEL: 4,705 SF  
SECOND FLOOR LEVEL: 4,705 SF  
TOTAL AREA 1st & 2nd LEVEL: 9,410 SF

EXISTING PARKING: 65 SPACES (3 ACCESSIBLE SPACES)

**ZONING REQUIREMENTS**

BULK REQUIREMENTS:  
LOT WIDTH: N/A  
LOT AREA: N/A

FRONT YARD SETBACK: 40 FEET  
EXTERIOR SIDE YARD SETBACK: 40 FEET  
INTERIOR SIDE YARD: 25 FEET  
REAR YARD SETBACK: 40 FEET

BUILDING COVERAGE: N/A  
BUILDING HEIGHT: 40 FEET

ALLOWABLE IMPERIOUS SURFACE: 70%

PARKING REQUIREMENTS:  
OFFICE AND SALES AREA: 1 PER 500 SF  
OTHER AREAS: 1 PER 1000 SF

PROJECT



**APPAREL REDEFINED**

HEADQUARTERS FACILITY

1313 175th STREET  
HOMEWOOD, ILLINOIS 60430

SHEET

EXISTING SITE PLAN

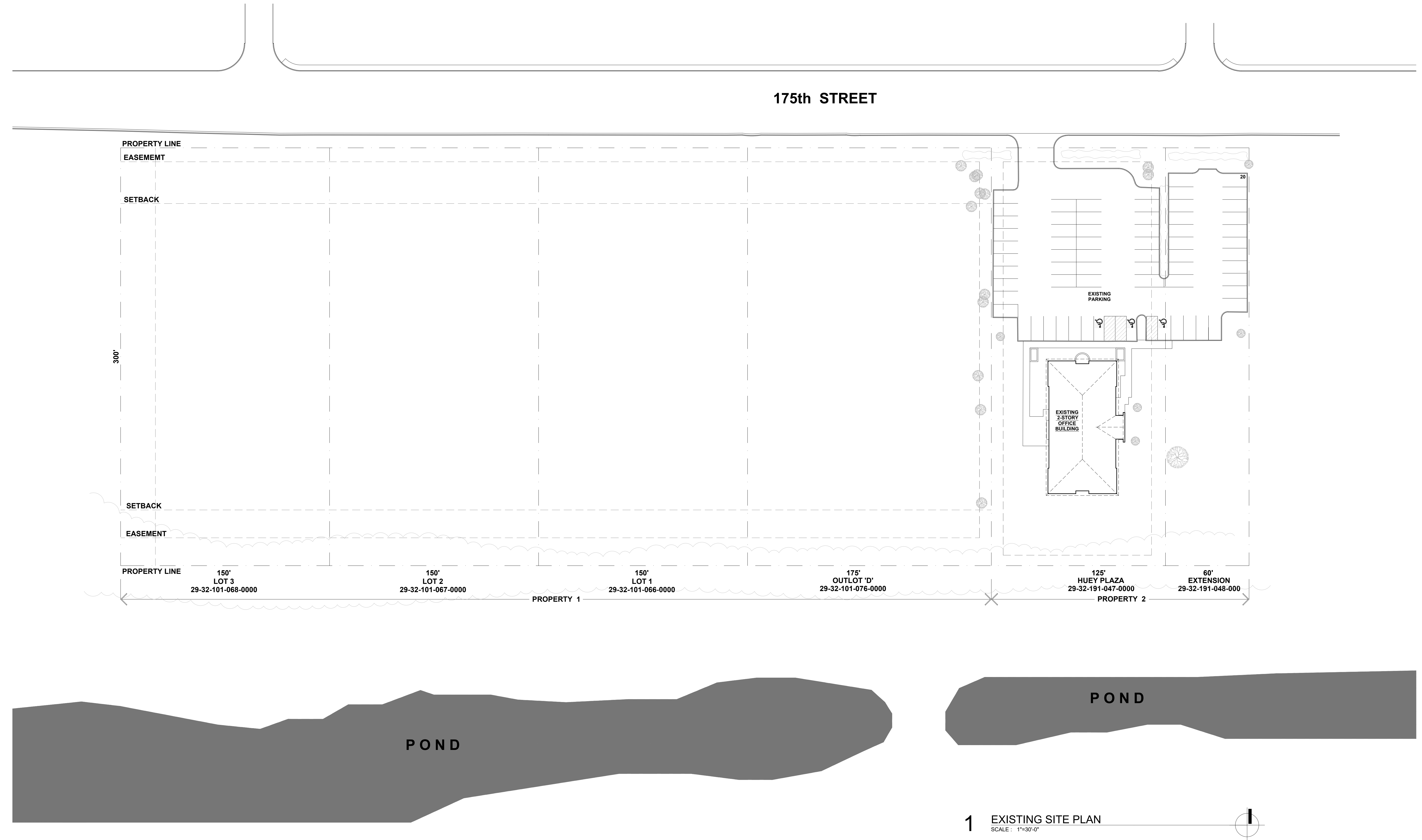
SEAL

REVISIONS

REV	DATE	ISSUES FOR

BY	NUMBER
BFR	A-01

PROJECT
A-01



**BRUCE F. ROTH ARCHITECT**  
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**PROJECT**

  
**APPAREL REDEFINED**  
**HEADQUARTERS FACILITY**  
 1313 175th STREET  
 HOMEWOOD, ILLINOIS 60430

**SHEET**

**OVERALL SITE PLAN AND  
 AND  
 FUTURE EXPANSION PLAN**

**SEAL**

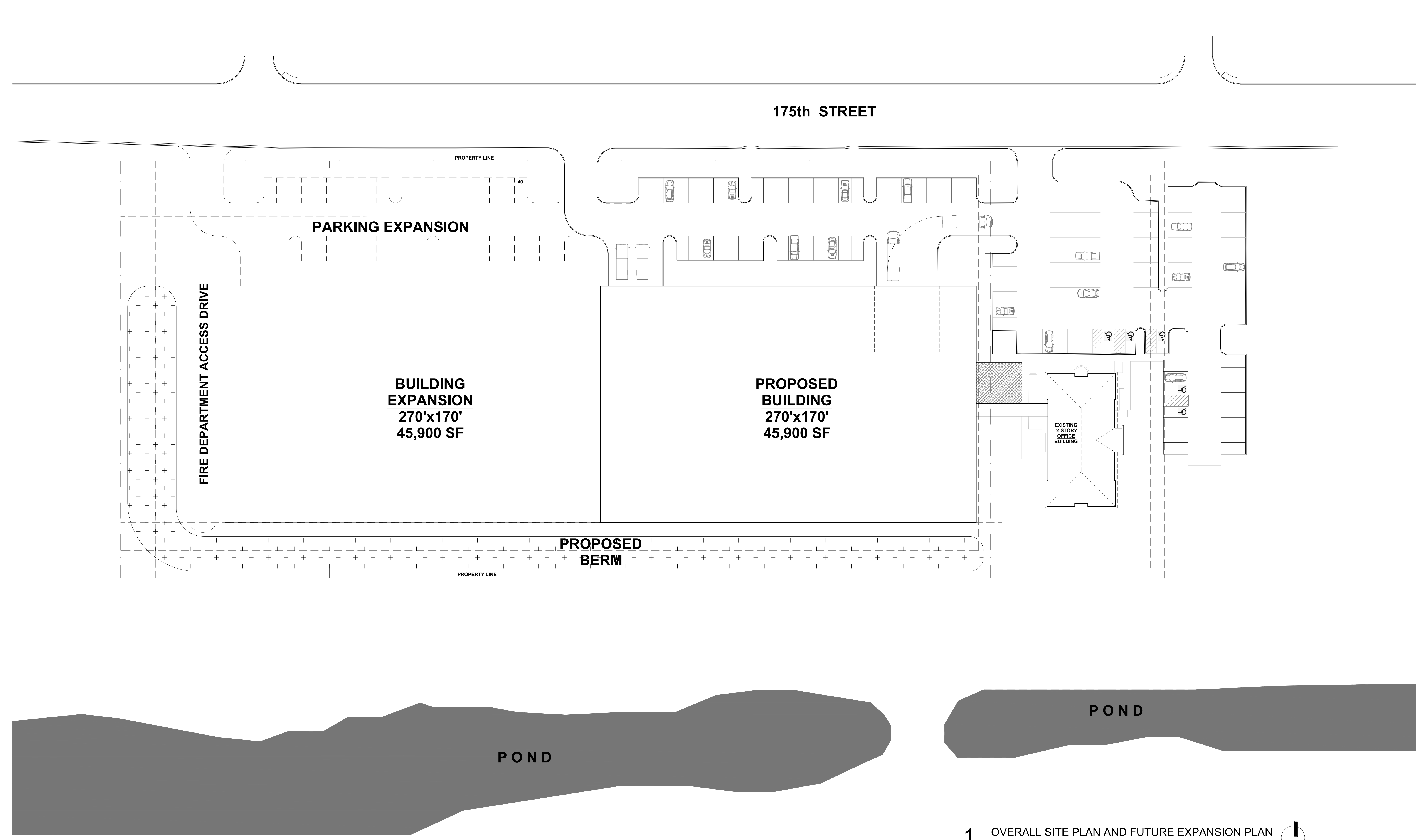
2023-XX-XX		ISSUES FOR
REV	DATE	ISSUE

BY  
**BFR**

NUMBER

PROJECT

**A-01a**



**1** OVERALL SITE PLAN AND FUTURE EXPANSION PLAN  
 SCALE: 1"=30'-0"

**BRUCE F. ROTH ARCHITECT**  
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**EXISTING SITE DATA**

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 ZONING DISTRICT: M-1 LIMITED MANUFACTURING

**SITE AREAS:**  
 PROPERTY 1 (LOT D, 1, 2, & 3): 187,500 SF 4.30 Acres  
 PROPERTY 2 (HUEY PLAZA): 55,500 SF 1.27 Acres  
 TOTAL AREA: 243,000 SF 5.58 Acres

**EXISTING BUILDING AREAS:**  
 BASEMENT LEVEL: 4,705 SF  
 FIRST FLOOR LEVEL: 4,705 SF  
 SECOND FLOOR LEVEL: 4,705 SF  
 TOTAL AREA 1st & 2nd LEVEL: 9,410 SF

EXISTING PARKING: 65 SPACES (3 ADA)

**PROPOSED SITE DATA**

**EXISTING PROPERTY - (LOT 1)**

**BUILDING AREAS (FOOTPRINT):**  
 EXISTING & PROPOSED BUILDING 4,999 SF

**PARKING AREAS:**  
 EXISTING & PROPOSED PARKING: 71 SPACES (5 ADA)

**REQUIRED PARKING (M-1 DISTRICT):**  
 OFFICE & SALES AREAS (9,998 SF): 21 SPACES

**REQUIRED ACCESSIBLE SPACE:** 2 SPACES

**SITE AREAS:**  
 BUILDING FOOTPRINT: 4,999 SF  
 PAVEMENT (IMPERVIOUS): 29,811 SF  
 TOTAL IMPERVIOUS SURFACES: 34,810 SF 63%

**LANDSCAPING (PERVIOUS):** 20,690 SF  
 TOTAL SITE AREA: 55,500 SF 1.27 ACRES

**PROPOSED PROPERTY (LOT 2)**

**BUILDING AREAS (FOOTPRINT):**  
 PROPOSED BUILDING 45,992 SF

**PARKING AREAS:**  
 PROPOSED PARKING: 39 SPACES

**REQUIRED PARKING (M-1 DISTRICT):**  
 OTHER AREAS (44,992 SF): 45 SPACES

**REQUIRED ACCESSIBLE SPACE:** 3 SPACES

**SITE AREAS:**  
 BUILDING FOOTPRINT: 45,992 SF  
 PAVEMENT (IMPERVIOUS): 17,687 SF  
 TOTAL IMPERVIOUS SURFACES: 63,679 SF 34%

**LANDSCAPING (PERVIOUS):** 123,710 SF  
 TOTAL SITE AREA: 187,500 SF 4.30 ACRES

**TOTAL - LOT 1 AND 2 COMBINED**

**BUILDING AREAS (FOOTPRINT):**  
 EXISTING OFFICE BUILDING 4,999 SF  
 PROPOSED BUILDING 45,992 SF  
 TOTAL BUILDING AREAS: 50,991 SF

**PARKING AREAS:**  
 EXISTING & PROPOSED (LOT 1): 71 SPACES (5 ADA)  
 PROPOSED PARKING (LOT 2): 39 SPACES (0 ADA)  
 TOTAL PARKING AREAS: 109 SPACES (5 ADA)

**REQUIRED PARKING (M-1 DISTRICT):**  
 OFFICE & SALES AREAS (10,410 SF): 21 SPACES  
 OTHER AREAS (44,900 SF): 45 SPACES  
 TOTAL REQUIRED PARKING: 66 SPACES

**REQUIRED ACCESSIBLE SPACE:** 5 SPACES

**SITE AREAS:**  
 BUILDING FOOTPRINTS: 50,991 SF  
 PAVEMENT (IMPERVIOUS): 47,489 SF  
 TOTAL IMPERVIOUS SURFACES: 98,480 SF 41%

**LANDSCAPING (PERVIOUS):** 144,440 SF  
 TOTAL SITE AREA: 243,000 SF 5.58 ACRES

PROJECT

**APPAREL REDEFINED**

**HEADQUARTERS FACILITY**

1313 175th STREET  
 HOMEWOOD, ILLINOIS 60430

SHEET

**ARCHITECTURAL SITE PLAN**

SEAL

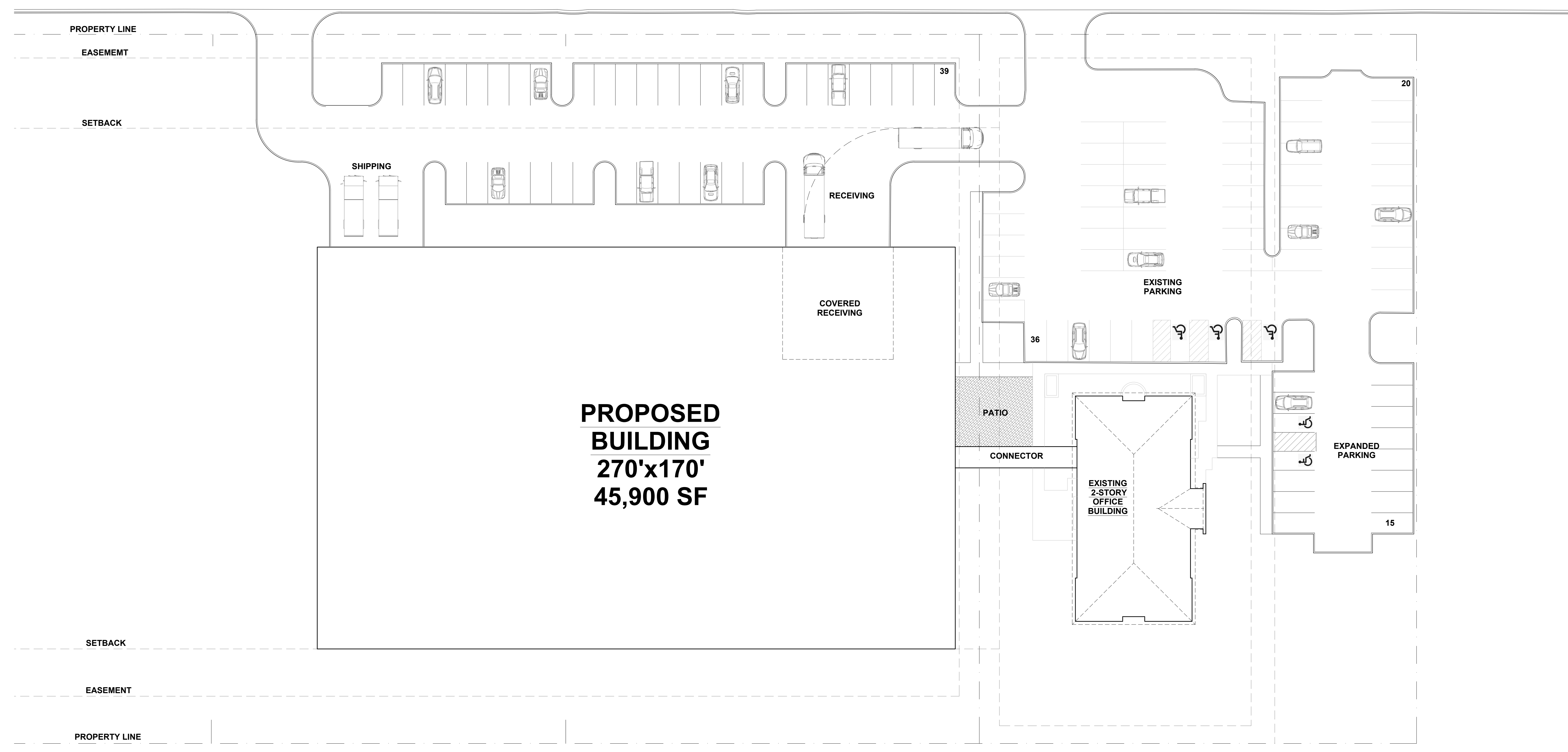
REVISIONS

REV	DATE	ISSUES FOR	ISSUE

BY: **BFR**

PROJECT: **A-02**

**175th STREET**



**1 ARCHITECTURAL SITE PLAN**  
 SCALE: 1"=20'-0"

**BRUCE F. ROTH**  
**ARCHITECT**

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**PROJECT**



**HEADQUARTERS FACILITY**

1313 175th STREET  
HOMEWOOD, ILLINOIS 60430

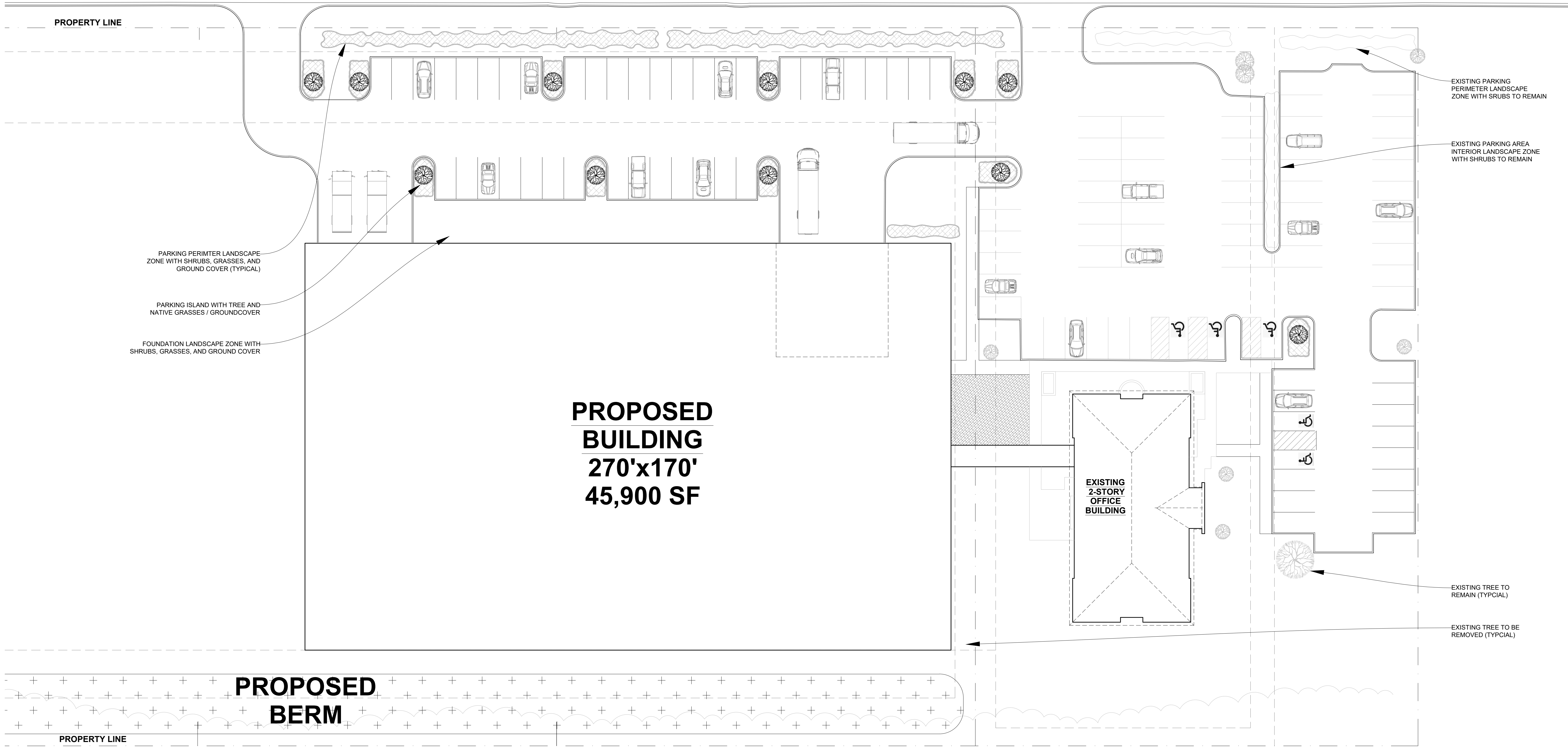
**SHEET**

**LANDSCAPE CONCEPT PLAN**

**SEAL**

REV	DATE	ISSUES FOR

**175th STREET**

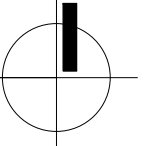


**PROPOSED BUILDING**  
**270'x170'**  
**45,900 SF**

**EXISTING 2-STORY OFFICE BUILDING**

**PROPOSED BERM**

**1 LANDSCAPING CONCEPT PLAN**  
SCALE: 1"=20'-0"



BY	NUMBER
BFR	A-03
PROJECT	

**BRUCE F. ROTH ARCHITECT**  
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**PROJECT**



**APPAREL REDEFINED**

**HEADQUARTERS FACILITIES**

1313 175th Street  
 Homewood, Illinois 60430

**SHEET**

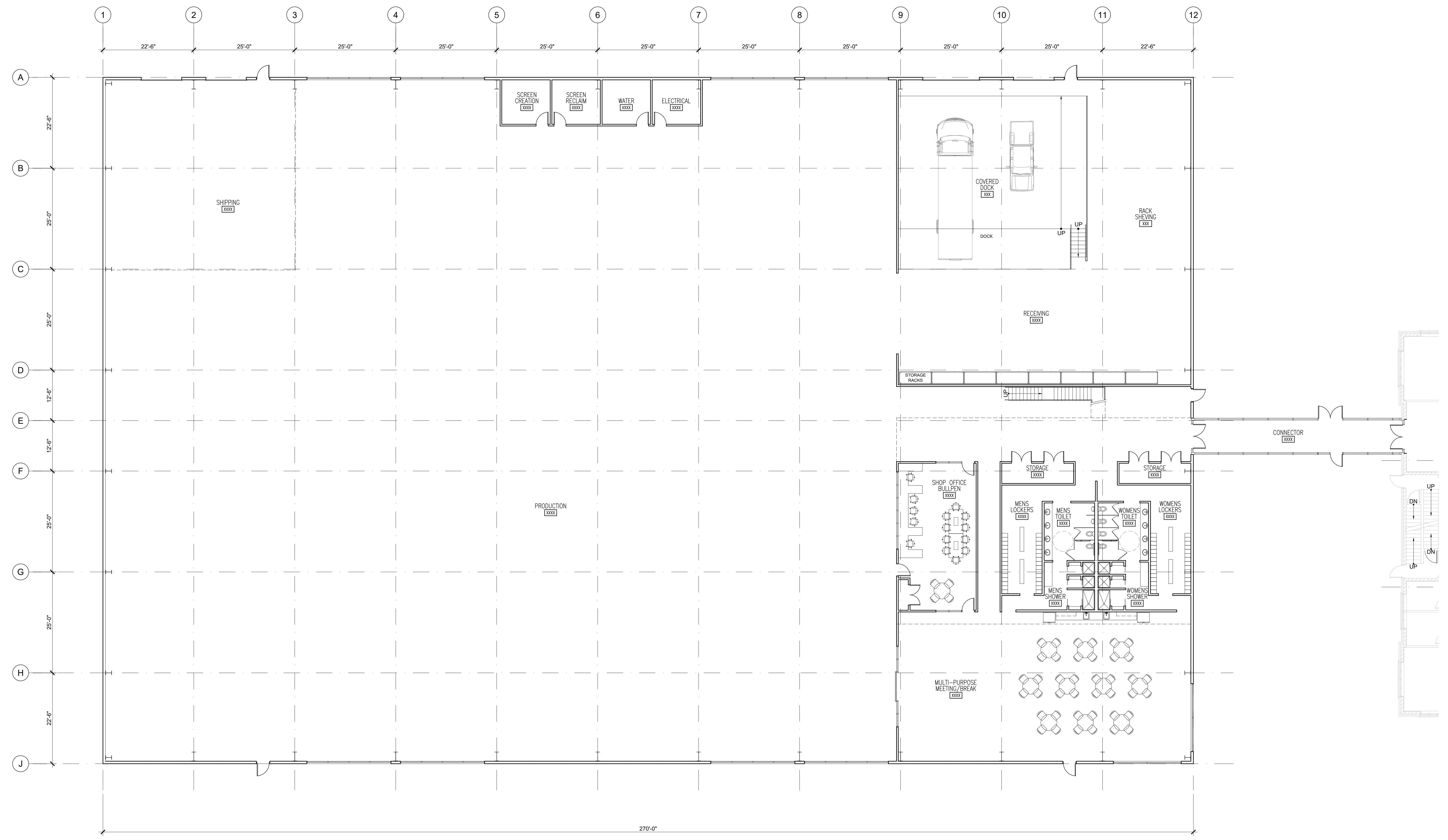
**PRODUCTION FACILITY FLOOR PLAN**

**SEAL**

2023-XXXX

REV	DATE	ISSUE

BY BFR	NUMBER A-10
PROJECT	



**1 PRODUCTION FACILITY - GROUND FLOOR PLAN**  
 SCALE: 3/32" = 1'-0"

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**PROJECT**



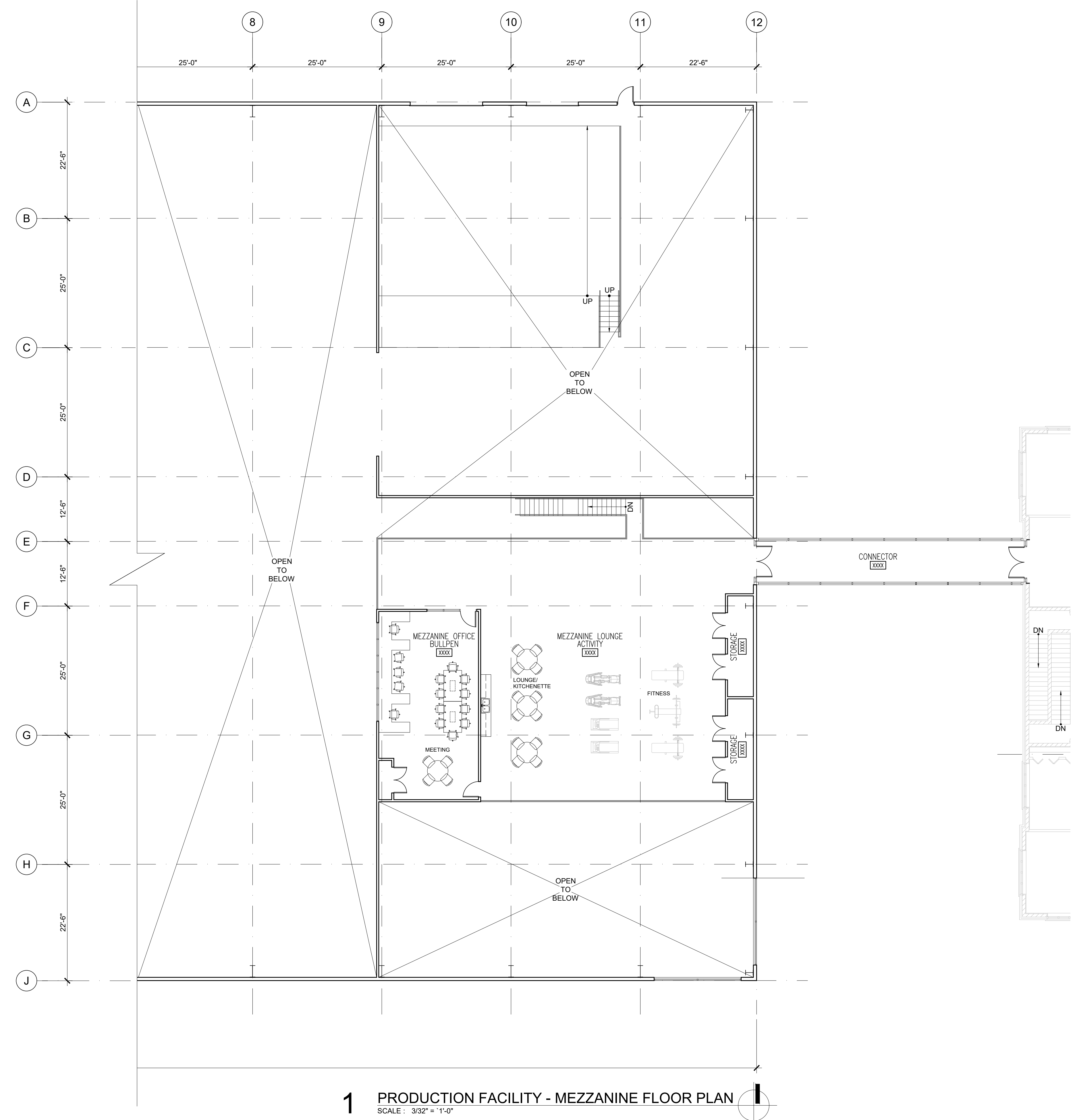
**HEADQUARTERS FACILITIES**

1313 175th Street  
 Homewood, Illinois 60430

**SHEET**

**PRODUCTION FACILITY FLOOR PLAN**

**SEAL**



**1 PRODUCTION FACILITY - MEZZANINE FLOOR PLAN**  
 SCALE: 3/32" = 1'-0"


REV	DATE	ISSUE

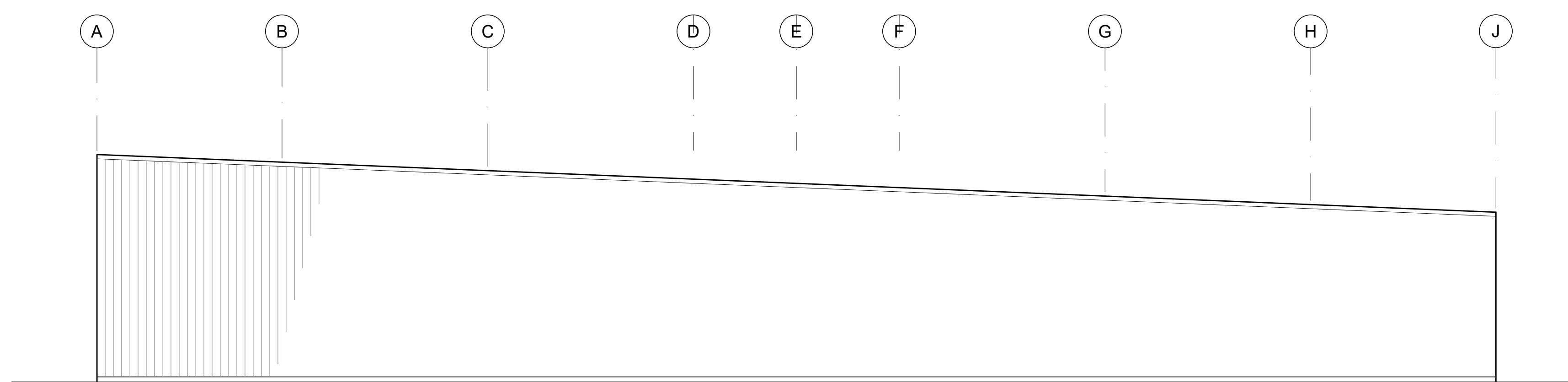
  

BY	NUMBER
BFR	A-11
PROJECT	

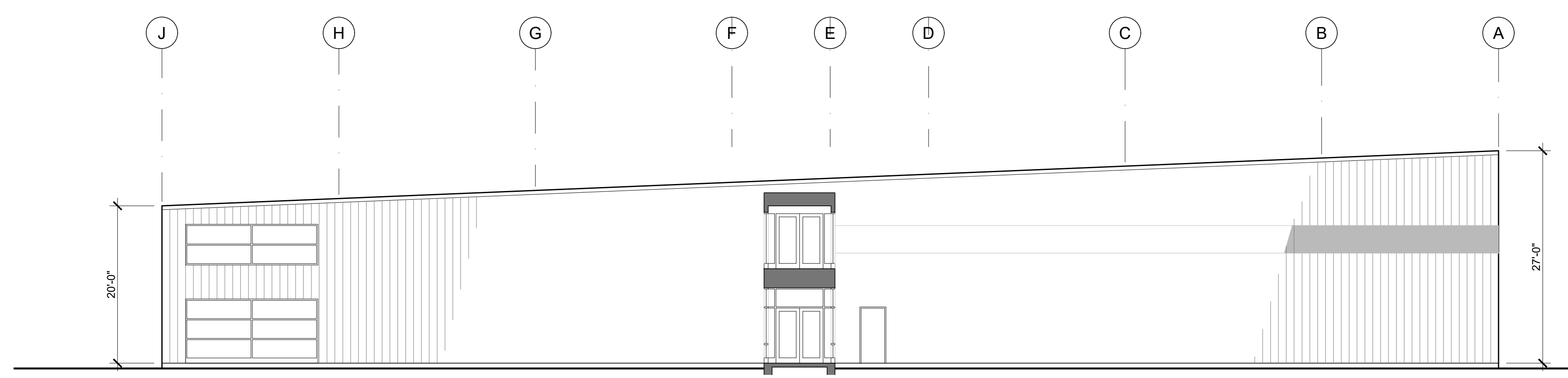
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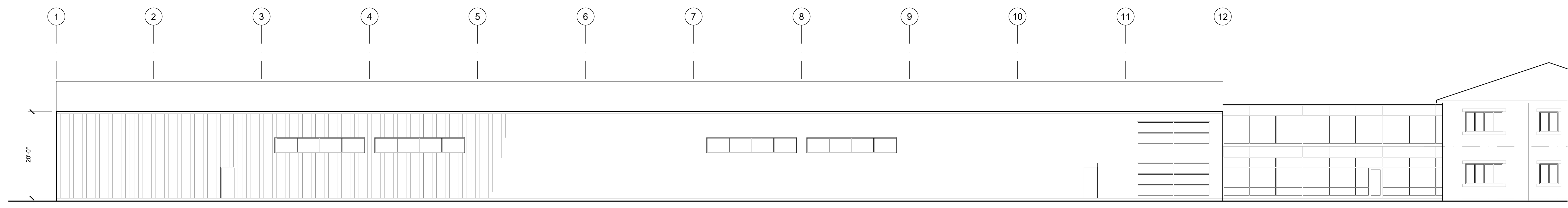
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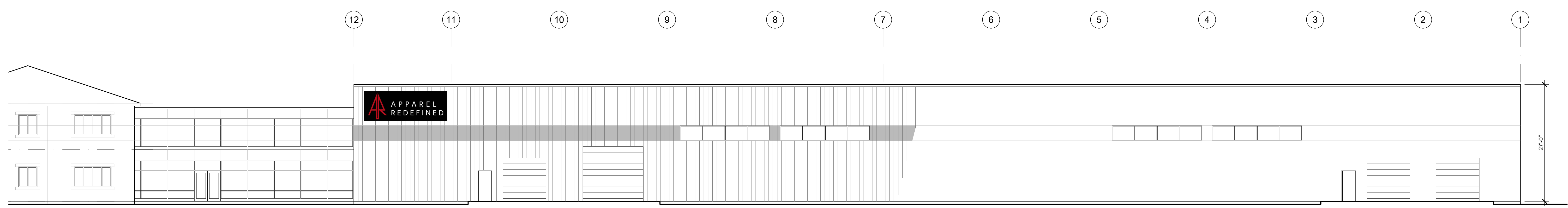
**3 PRODUCTION FACILITY - WEST ELEVATION**  
SCALE: 3/32" = 1'-0"



**3 PRODUCTION FACILITY - EAST ELEVATION**  
SCALE: 3/32" = 1'-0"



**2 PRODUCTION FACILITY - SOUTH ELEVATION**  
SCALE: 3/32" = 1'-0"



**1 PRODUCTION FACILITY - SOUTH ELEVATION**  
SCALE: 3/32" = 1'-0"

PROJECT

**APPAREL REDEFINED**

**HEADQUARTERS FACILITIES**

1313 175th Street  
Homewood, Illinois 60430

SHEET

**PRODUCTION FACILITY EXTERIOR ELEVATIONS**

SEAL

2023-XXXX

REV	DATE	ISSUE

BY	NUMBER
BFR	A-30
PROJECT	



**REDEVELOPMENT AGREEMENT  
BETWEEN A & R SCREENING, LLC  
AND THE VILLAGE OF HOMEWOOD**

This Redevelopment Agreement is executed effective \_\_\_\_\_, 2023 (the “Effective Date”) by the Village of Homewood, Cook County, Illinois, an Illinois municipal corporation (the “Village”) and A & R Screening, LLC, an Illinois limited-liability company (referred to as the “Developer”). Capitalized terms used shall have the meaning ascribed in the Redevelopment Agreement unless modified herein, or if the context of it clearly indicates otherwise.

WITNESSETH:

In consideration of the Preliminary Statements, the mutual covenants herein contained and other good and valuable consideration, the sufficiency and receipt of which is acknowledged, the parties agree:

**1. Preliminary Statements.**

The matters of mutual inducement resulting in this Agreement are:

(a) The Village in 2015 established the Northeast Tax Increment Financing Redevelopment Project Area (Northeast TIF) to encourage economic development.

(b) Developer and Village have entered into a Purchase and Sale Agreement, incorporated herein and attached as Exhibit A, for the purchase of approximately six acres of municipally owned property in the Northeast TIF (the “Property”), described in the Purchase Agreement.

(c) Developer has proposed constructing a manufacturing facility on the Property, (“the Project”).

(d) Developer has requested assistance from the Village to acquire and redevelop the Property.

(e) Developer represents and warrants that the Project requires economic assistance to be given by the Village and the Project as contemplated would not be economically viable without this assistance.

(f) The Project will enhance the redevelopment project area by returning village-owned property to the tax rolls, creating employment opportunities, and diversifying the village’s tax base.

## 2. Village Authority.

The Project is within an area designated by the Village as a Tax Increment Redevelopment Project Area as authorized by Section 11-74-4.1 *et seq.* of the Illinois Municipal Code. (65 ILCS 5/11-74.4 *l et seq.*) Section 11-74.4-4 authorizes municipalities to contract with private agencies or persons to carry out a Redevelopment Plan.

## 3. Term of the Agreement.

The term of this Agreement shall begin on the Effective Date. This Agreement shall end when (1) the Village has issued a final certificate of occupancy for the Project and all TIF eligible expenses have been reimbursed to the Developer; or (2) the Northeast TIF is terminated and the developer is reimbursed from incremental property taxes for the 2038 tax year (payable in 2039), whichever occurs first.

## 4. Conditions Precedent to the Village's Undertakings.

All Village undertakings in this Agreement are subject to satisfaction of these conditions by Developer:

(a) Developer shall have substantially completed the requirements of the Purchase and Sale Agreement for the timely acquisition, development, zoning and occupancy of the Property. It is understood that approvals from the Village Director of Public Works and any other necessary agency, board or commission of the Village as required in this Agreement or the Purchase Agreement shall be given in their sole capacity as agents of a municipal corporation with discretion to approve all plans for development within the Village, and the Village shall not be considered to have caused a default or have any liability for its failure to approve the final development plan, stages of development, or Final Completion of the Project.

(b) Developer shall construct the Project within 18 months from site acquisition. Upon mutual agreement by the parties, this period may be extended.

(c) Before acceptance of the Final Completion of the Project by the Village, Developer shall have delivered to the Village an unaudited certified statement of all costs of the Project signed by an officer of the Company, with such other relevant cost certifications relating to the Project as the Village may reasonably request, such as proof of TIF reimbursable expenses. Final Completion means the issuance by the Village of Homewood of a final occupancy permit for the building and improvements comprising the Project.

(d) Developer acknowledges that 65 ILCS 5/11-74.4-4 requires the Village to request alternate proposals or bids for the disposition of the Property.

## 5. Undertakings by the Village.

Upon satisfaction by Developer of all the conditions stated above the Village will provide the Developer with these incentives:

(a) The Village agrees to sell the Property to the Developer for \$1 as provided in the Purchase and Sale Agreement.

(b) As authorized by the State of Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.1-1 *et seq.*, referred to as the "Act") and subject to this Agreement, the Village of Homewood agrees to reimburse the Developer for up to \$5,000,000.00 in costs eligible for reimbursement under the Act during the term of this Agreement, payable solely from incremental tax revenues generated by the Project and deposited in the Northeast TIF special tax allocation fund. Reimbursements to the Developer under this Agreement are not general obligations of the Village of Homewood. The costs to be reimbursed to the Developer are listed in Exhibit B. Amounts within the various line items in Exhibit B may be reallocated to allow the Village to maximize reimbursement to the Developer of incremental taxes from the Subject Property. The Village shall make reimbursement payments pursuant to this paragraph within thirty (30) days after the Developer provides proof of payment of property taxes for the first and second installment of each year's property tax bill. Therefore, the Village will provide two TIF reimbursement payments each year: (1) within 30 days of the Developer providing proof of payment of 100% of the first installment of property tax, and (2) within 30 days of the Developer providing proof of payment of 100% of the second installment of property tax.

(c) Upon request of Developer, the Village shall take all necessary steps to make all necessary findings, to issue resolutions required for, and to approve, consent to, and support the classification of the Subject Property as Class 8 property (which may involve approvals for portions of the Subject Property over time as phases are developed) as required, and for the longest period of time allowed, by Section 74-63 of the Cook County Real Property Assessment Classification Ordinance.

(d) In addition to the payments in Paragraph 5(b), the Village agrees to reimburse Developer for actual costs of additional work due to extraordinary soil conditions beyond what is required for a standard foundation. This reimbursement shall be administered as follows:

- (i) Once Developer has received construction bids, and before receiving a building permit, Developer shall furnish to the Village for its approval a current document entitled "Standard Foundation and Slab On Grade Costs."
- (ii) Developer alone shall be responsible for payment of all work required for a standard foundation. Village shall timely reimburse Developer for the actual

costs of additional work due to extraordinary soil conditions beyond what is required for a standard slab on grade foundation. Before seeking reimbursement for extraordinary soil costs, Developer shall present evidence it has paid for the quantity of work required for a standard foundation. Developer has submitted quotes from Slager Concrete Services of Frankfort, Illinois and MUDTech LLC of Dousman, Wisconsin totaling \$1,130,400.00 to remedy extraordinary soil conditions. This figure does not include the cost of a standard foundation. Before beginning work, Developer shall obtain a detailed breakdown of all work necessary to remedy the extraordinary soil conditions and shall obtain two additional quotes for this work from contractors other than Slager and MUDTech. The Village shall only be obligated to reimburse extraordinary soil costs at the rate quoted by the least expensive of the three proposals. In no case shall the total reimbursement by the Village to Developer for extraordinary soil costs exceed \$1,130,400.00.

- (iii) Developer shall notify the Village Manager or his designee when it anticipates performing work for which it is requesting reimbursement and shall allow the Village to inspect such work as it progresses. Failure to notify the Village Manager or his designee, allow the Village to inspect this work or to obtain prior approval of the Village Manager or his designee shall be grounds for the Village to deny reimbursement for the work, provided the Village cannot verify to its reasonable satisfaction that Developer performed this work in accordance with its request for reimbursement.
- (iv) The Village shall reimburse the Developer's actual costs of additional work due to extraordinary soil conditions beyond what is required for a standard foundation within thirty (30) days after construction of the Project is substantially complete and it has received a certificate of occupancy. Payment to the Developer under this Paragraph 5(d) shall be made from the Northeast Redevelopment Project Area Special Tax Allocation Fund and shall be in addition to and not in lieu of payments for TIF eligible expenditures under Paragraph 5(b).

## **6. Undertakings on the Part of Developer.**

(a) Developer shall complete construction of the Project within 18 months, subject to any mutually agreed upon extensions, following site acquisition in substantial accordance with the Cost Estimates, plans and specifications approved by the Village, and all ordinances, rules and regulations of the Village and of other regulatory agencies from which approval must be obtained.

(b) Promptly upon completing the Project, Developer shall request a certificate from the Village certifying that Developer has completed the Project in conformance with the

Cost Estimates (the "Certificate of Completion"), and the Village shall not unreasonably withhold or delay issuance of such Certificate of Completion. Any denial of the Certificate of Completion by the Village shall be made within ninety (90) days from receipt of Developer's request for certification and shall include the specific elements of completion required for this certificate to be issued. Developer shall have sixty (60) days or such reasonable time to comply with the terms of the denial and to reissue a certification request. With the request for a Certificate of Completion, Developer shall provide an affidavit that the Project has been completed free from any mechanics liens, and shall, at the Village's request, provide final lien waivers for all work. Should the Developer contest and not settle any mechanics liens on the Property at the time of the request for a Certificate of Completion, Developer may deposit with its title insurance company such amount of money required by the title company to provide a title indemnity policy insuring against the collection of such liens and/or encumbrances, or it may provide to the title company a third-party bond insuring the title company against collection of such liens and/or encumbrances. A copy of such title insurance policy in the full amount of the contract work shall be evidence of the insurance over such liens and/or encumbrances, and such liens shall not preclude the issuance of the Certificate of Completion.

(c) Developer recognizes and agrees that the Village has sole (but not arbitrary) discretion regarding all Village approvals and permits relating to the Project, and reasonable failure by the Village to grant any required approval or issue any required permit shall not be considered a default by the Village under this Agreement or cause any claim against or liability to the Village under this Agreement.

(d) Developer covenants and agrees to make all of its records relevant to the Village's determination of Project construction costs available to the Village for inspection and copying during regular business hours. The Village will attempt to maintain the confidentiality of any information identified by Developer as proprietary, privileged, or confidential, provided Developer certifies that disclosure of the commercial or financial information would cause competitive harm to the Developer. If the Village receives a request for disclosure of this information under the Illinois Freedom of Information Act, the Village shall notify Developer providing a copy of the request to Developer, and Developer shall have five (5) business days to notify the Village in writing it consents or refuses to consent to release of the information. If Developer refuses or fails to consent to disclosing such proprietary information within five (5) business days, the Village may refuse to disclose the information requested, and if because of this refusal, litigation is filed against the Village under the Illinois Freedom of Information Act or similar statute relating to the Village's failure to disclose this information, Developer shall indemnify and hold the Village harmless regarding any attorney's fees or costs or judgments imposed on or incurred by the Village in connection with this action. Developer acknowledges that the Village must obey any

court order requiring the release of any confidential or proprietary information and that the Village has no obligation to appeal such court order.

(e) During construction of the Project, Developer shall maintain worker's compensation insurance and liability insurance in amounts and with companies licensed or authorized to do business in Illinois and shall cause the Village, its elected public officials, officers, agents and employees to be named as additional insureds on such liability policy or policies for any claims made against the Village because of this Agreement for personal injury, wrongful death, or property damage. A certificate of insurance verifying such coverage shall be furnished to the Village before the issuance of any construction permit. Developer shall indemnify, save, and hold harmless the Village, its elected officials, agents, and employees from and against any damage, liability, loss or deficiency (including, without limitation, reasonable attorney's fees and other costs) incident to any suit, demand, claim or liability regarding the Village's participation in this Agreement.

(f) At or before execution of this Agreement, Developer shall provide proof of financing in the form of a letter of commitment acceptable to Village from a financial institution along with evidence of the equity required for the necessary funding to complete the Project. Alternatively, the Developer shall have the option to pay cash for the development of the Project. In this instance, the Developer represents to the Village that it has sufficient funds available to satisfy the terms of this Agreement. The Developer agrees to verify the above representation upon the reasonable request of the Village and to authorize the disclosure of such financial information to the Village that may be reasonably necessary to prove the availability of sufficient funds to complete construction of the Project.

(g) At closing on the Purchase and Sale Agreement, the Developer shall execute a Reverter Deed substantially similar to Exhibit C to reconvey the Property to the Village if the Developer is in substantial default under this Agreement and fails to cure the default within the cure period provided in this Agreement. The Reverter Deed shall be held by a mutually agreeable escrowee.

## **7. Representations and Warranties of Developer.**

(a) Developer represents and warrants that the Project requires economic assistance from the Village to complete the development of the Project substantially in accordance with the Cost Estimates, and, but for the economic assistance to be given by the Village, the Project as contemplated would not be economically viable.

(b) Developer represents and warrants it shall comply with all laws, rules and regulations of the Village of Homewood, State of Illinois, County of Cook and the United States and all agencies thereof applicable to the Project.

(c) Developer represents and warrants that the approximate cost of the Project, which may include equipment (excluding interest payments and costs for extraordinary soil remediation) shall not be less than \$4,000,000.00, subject to Developer's right to obtain cost savings during construction that do not materially alter the size and scope of the Project.

(d) Developer represents and warrants it shall pay all taxes, assessments, water charges, sewer charges and the like on the Project when the same are due and before any penalty attaches and shall provide the Village, or any agency designated by the Village, with paid receipts or other acceptable evidence of payment thereof. Notwithstanding the foregoing, the Developer may, except as otherwise provided in this Agreement, in good faith and with reasonable diligence, contest the validity or amount of any such taxes, assessments or charges, provided that, during any such contest, the enforcement of the lien of such taxes, assessments or charges is stayed.

## **8. Defaults.**

The occurrence of any of the following shall constitute a default under this Agreement:

(a) A default of any material term, condition or provision, in any agreement or document relating to the Project (other than this Agreement) and failing to cure such default within the time and manner as provided in any such agreement or document, provided such default has a material impact on the Project.

(b) Failure to comply with any material term, provision or condition within the times herein specified, provided however, that this time limit may be extended by either party if the defaulting party is diligently attempting to comply.

(c) If a representation or warranty of Developer herein is incorrect for ninety (90) days after written notice to Developer by the Village.

(d) Developer shall: (i) become insolvent; and (ii) be unable, or admits in writing its inability to pay, its debts as they mature; or (iii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its or their property; or (iv) be adjudicated a bankrupt; or (v) file a petition in bankruptcy or to effect a plan or other arrangement with creditors; or (vi) file an answer to a creditor's petition (admitting the material allegations thereof) for an adjudication of bankruptcy or to effect a plan or other arrangement with creditors; or (vii) apply to a court to appoint a receiver for the Property; or (viii) have a receiver or similar official appointed for any of its assets, or, if such receiver or similar official is appointed without the consent of Developer and such appointment shall not be discharged within sixty (60) days after his appointment or Developer has not bonded against such receivership or appointment; or (ix) a petition described in (v) is filed against Developer

and remains undismissed for sixty (60) consecutive days, unless the same has been bonded.

Upon an occurrence of a default by either party under this Agreement or the Purchase Agreement, the non-defaulting party shall be relieved of any of its obligations arising under this Agreement and such obligations shall be immediately canceled and with no force or effect. After an uncured default, the non-defaulting party may exercise remedies available to it under the terms of this Agreement. The remedies shall include, but are not limited to, revoking the site plan and building permits, authorizing the escrowee to execute the Reverter Deed for re-acquisition of the Property, or taking whatever action at law or in equity as may appear necessary or desirable to enforce performance of this Agreement. Provided, however, the Village shall be required to perform its obligations under Paragraph 5 if Developer has substantially performed its obligations.

**9. Notices.**

All notices and requests required under this Agreement shall be sent by personal delivery or Certified Mail as follows:

**To the Village:**

Village Manager  
Village of Homewood  
2020 Chestnut Road  
Homewood, Illinois 60430

**To the Developer:**

John LeRoy  
4611 136<sup>th</sup> Street  
Crestwood IL 60418

**With Copy to:**

Christopher J. Cummings  
Christopher J. Cummings, P.C.  
2024 Hickory Road, Suite 205  
Homewood, Illinois 60430

**With Copy to:**

Daniel Shapiro  
Shapiro & Associates Law  
618 Academy Drive, Unit B  
Northbrook IL 60062

or to such other addresses as the parties may indicate in writing to the other either by personal delivery or by Certified Mail, return receipt requested, with proof of delivery.

**10. Law Governing.**

This Agreement shall be construed and enforced under the laws of the State of Illinois.



## 11. Assignment or Transfer of Property.

(a) Subject to the terms hereof and of the Real Estate Purchase and Sale Agreement, Developer represents and warrants it will not sell or otherwise convey its contract interest or its title to the Property to be acquired by Developer or transfer or assign or approve any transfer or assignment of any beneficial interest in the Property other than to an affiliated entity or to the purchaser of all interest of the Developer, until Final Completion of the Project.

(b) After transferring title in the Subject Property, the obligations of Developer under this Agreement may be modified as defined in Section 12.(b) below.

(c) Upon execution of this Agreement, the parties shall also execute a Memorandum of Agreement in the form attached as Exhibit D to this Agreement. The Village shall record that Memorandum of Agreement upon transfer of title to Developer or Developer's nominee under the Purchase Agreement between Village and Developer. Upon Developer's compliance with its transfer obligations under this Agreement, Village shall release the Memorandum of Agreement.

## 12. Continuity of Obligations.

(a) Developer acknowledges that the Village has entered into this Agreement in reliance on the Developer's representation that Developer will construct the Project and pay applicable real estate taxes on the Subject Property for the term of this Agreement. Developer restates that representation. Developer's obligations under this Agreement shall constitute covenants running with the land. This covenant shall be released upon the termination of this Agreement or upon agreement of the parties.

(b) Any transfer or assignment of all or any interest in the Property by Developer (including the beneficial interest under a land trust) after Final Completion and occupancy shall be submitted to the Village for its reasonable approval. Provided, however, no Village approval shall be required for transfer to the Property to an affiliate or subsidiary of Developer or to any entity controlling, controlled by or under common control with Developer. In evaluating any requests by Developer to transfer any interest in the Property, Village may require Developer to provide to Village evidence that the proposed transferee is a "going concern" and sufficient evidence of creditworthiness so Village may determine whether this transferee could fulfill the remaining obligations undertaken by Developer in this Agreement. Such obligations include, but are not limited to, operation and maintenance of the Project. Such transferee shall provide to Village any other documentation reasonably required by Village to show financial responsibility. This transferee shall state its acceptance, in writing, of the terms of this Agreement as a covenant running with the land. If the Village determines that the proposed transferee can fulfill the remaining obligations undertaken by the Developer, the Village shall be required to consent to the transfer. If the Village consents to a

transfer and the proposed transferee has accepted the terms of this Agreement as a covenant running with the land, Developer shall be relieved of any further obligations under this Agreement.

(c) Developer's obligations under this Agreement include payment when due of all real estate taxes assessed against the Property and maintaining an ongoing business concern on the Property.

### **13. Time.**

Time is of the essence under this Agreement. All time limits set forth are mandatory and cannot be waived except by a lawfully authorized and executed written waiver by the party excusing such timely performance; provided, if the time for giving of any notice or the performance of any obligation or cure shall expire on a Saturday, Sunday or legal holiday, such time shall be extended to the end of the next regular business day.

### **14. Binding Effect.**

This Agreement shall inure to the benefit of and shall be binding upon the Village and Developer and their respective successors and assigns.

### **15. Limitation of Liability and Indemnification.**

(a) No recourse under or upon any obligation, covenant or provision or for any claim based thereon or otherwise in respect thereof shall be had against the Village, its officers, agents and employees, in any amount in excess of the obligations of the Village under this Agreement, or in excess of any specific sum agreed by the Village to be paid to Developer, subject to the terms herein, and no liability, right or claim at law or in equity shall attach to or shall be incurred by the Village, its officers, agents and employees in excess of such amounts and all and any such rights or claims of Developer against the Village, its officers, agents and employees for amounts in excess of such Village obligations are expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village.

(b) Developer agrees to indemnify, defend and hold the Village harmless from and against any losses, costs, damages reasonable, liabilities, claims, suits, actions, causes of action and expenses (including reasonable attorneys' fees and court costs) suffered or incurred by the Village arising from or in connection with (i) the willful failure of Developer to perform its obligations under this Agreement, or (ii) material misrepresentations or omissions in this Agreement, the Project development plan or any financing documents related thereto which result from information supplied or omitted by the Developer or by agents, employees, contractors, or persons acting under the control or at the request of the Developer, or (iii) the willful failure of Developer to

cure any misrepresentations or omissions in this Agreement or any other agreement relating hereto, or (iv) any claim or cause of action for the willful injury or damage to persons or property brought by third parties arising out of the construction or operation of the Project by Developer.

#### **16. Reimbursement for Legal Fees and Expenses.**

In the event either party institutes legal proceedings against the other party relating to a default under this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment all expenses of such legal proceedings incurred by the prevailing party, including court costs, reasonable attorneys' fees, and witness fees in connection therewith.

#### **17. Force Majeure.**

If by reason of "Force Majeure" either party is unable wholly or in part to carry out its obligation under this Agreement, then if such party gives written notice, including the full particulars of such "Force Majeure" to the other party within a reasonable time after occurrence of the cause relied on, the obligation of the party giving this notice, so far as it is affected by such "Force Majeure" shall be suspended during the continuance of the inability, but for no longer period, and such party shall endeavor to remove such inability with all reasonable dispatch. The term "Force Majeure" as used herein means but shall not be limited to: Acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States, or the State of Illinois or any civil or military authority, insurrections, riots, epidemics, pandemics, landslides, lightning, earthquake, fire, hurricanes, tornadoes, storms, floods, washouts, droughts, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals and frozen ground or other winter weather which prevents the excavation and completion of footings and foundation. It is agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty but that the above requirement that any "Force Majeure" shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when this settlement is unfavorable to it in the judgment of the party having the difficulty.

#### **18. No Waiver or Relinquishment of Right to Enforce Agreement.**

Failure of any party to this Agreement to insist on 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.

### **19. Village Approval or Direction.**

Where Village approval or direction is required by this Agreement, this approval or direction means the approval or direction of the Corporate Authorities of the Village unless otherwise expressly provided or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met unless such requirements are inconsistent with this Agreement.

### **20. Section Headings and Subheadings.**

All section headings or other headings in this Agreement are for general aid of the reader and shall not limit the plain meaning or application of the provisions thereunder whether covered or relevant to such heading or not.

### **21. Authorization to Execute.**

The officers of the Developer who have executed this Agreement warrant they respectively have been lawfully authorized by the Developer to execute this Agreement on behalf of Developer. The President and Clerk of the Village warrant that the Village Board of the Village have lawfully authorized them to execute this Agreement. Developer and Village shall deliver, upon request to each other, copies of all articles of incorporation, bylaws, minutes and other evidence of the authority to so execute this Agreement on behalf of the respective parties.

### **22. Amendment.**

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between Developer and the Village relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties unless authorized under law and reduced to writing and signed by them.

### **23. Curing Default.**

If there is any default under or violation of this Agreement, the party not in default or violation shall serve written notice upon the party or parties in default or violation, which notice shall be in writing and shall specify the particular violation or default. The parties shall use their best efforts to cure any violation of this Agreement or default by any of them within ninety (90) days from written notice of such default. Should the default continue throughout the ninety (90) day cure period, and the defaulting party has provided no evidence of a good faith effort to correct such default, then the

Agreement shall be terminated, and the offending party shall be in default, and the non-defaulting party may revoke the site plan and building permits, authorize the escrowee to execute the Reverter Deed for re-acquisition of the Property, or take action at law or equity to enforce performance of the Agreement.. Should the defaulting party provide sufficient evidence of a good faith effort to correct the default within the initial ninety (90) day cure period, then the cure period shall be extended for a period not to exceed ninety (90) days or such reasonable time to cure said default, whichever is greater. If such default is so cured to the reasonable satisfaction of the parties within the cure period not exceeding ninety (90) days, all the terms of this Agreement shall remain in full force. Any obligation of the Village to make payments during any default period shall be stayed. Any period of default shall not extend the time limits set forth for payments.

**24. Conflict Between the Text and Exhibits.**

If a conflict in the provisions of the text of this Agreement and the exhibits attached hereto, the text of the Agreement shall control.

**25. Severability.**

If any provision of this Agreement is held invalid by a court of competent jurisdiction or in the event such a court shall determine that the Village does not have the power to perform any such provision, such provision shall be considered excised here from and the invalidity thereof shall affect none of the other provisions contained herein, and such judgment or decree shall relieve Village from performance under such invalid provision of this Agreement; provided, however, if the judgment or decree relieves the Village of its obligations under Paragraph 5, then Developer will be relieved of its obligations.

**26. Expiration and Termination.**

The Agreement shall terminate upon its expiration or upon a default not otherwise cured if a default by one party occurs, the other party may also terminate this Agreement by giving written notice of termination to the other party based upon that party's failure to cure the default as herein provided.

**27. Recording of Agreement.**

This Agreement may be recorded with the Cook County Clerk-Recording Division, at the Developer's expense.

**28. Execution of Agreement and Counterparts.**

This Agreement shall be signed last by the Village and the President of the Village shall affix the date on which he signs this Agreement on page 1 which date shall be the Effective Date of this Agreement. This Agreement may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement is entered into as of the date and year first above written.

**Village of Homewood**  
**an Illinois municipal corporation**

**A & R Screening, LLC**

By: \_\_\_\_\_  
Village President

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Attest:  
  
\_\_\_\_\_  
Village Clerk

Attest:  
  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

## Exhibit A-Purchase and Sale Agreement



**Exhibit B-TIF Reimbursable Costs**

## Exhibit C-Reverter Deed

### REVERTER QUITCLAIM DEED

The Grantor, **A & R Screening, LLC**, and Illinois limited-liability company, for and in consideration of Ten and no/100 DOLLARS, and other good and valuable considerations in hand paid, and under authority given by its board of directors, CONVEYS and QUITCLAIMS to **the Village of Homewood**, an Illinois municipal corporation, 2020 Chestnut Rd., Homewood, Cook County, Illinois, all interest in the following real estate in Cook County, Illinois:

<insert legal description>

Permanent Index Numbers: <insert PINs>

Address of Real Estate: 1313 175<sup>th</sup> St.-1351 175<sup>th</sup> St., Homewood, Illinois 60430

#### Subject to:

1. General taxes not yet due.
2. Building and zoning laws and ordinances.
3. Other covenants, conditions and restrictions of record, which do not affect merchantability of title, or permitted uses under existing building codes and zoning laws and ordinances.
4. Public and utility easements, roads, highways and roadway easements, if any, provided said easements, roads, highways, and roadway easements are shown on the survey of the Property.
5. Rights-of-way of drainage tiles, ditches, laterals and feeders, provided, same are shown on the survey of the Property.
6. Easements, setback lines and other matters shown on the plat of consolidation.

IN WITNESS WHEREOF, said Grantor has caused its official corporate seal to be affixed, and has caused its name to be signed to these presents by \_\_\_\_\_, its \_\_\_\_\_, and attested by \_\_\_\_\_, its \_\_\_\_\_, on \_\_\_\_\_, 2023.

**A & R Screening, LLC**

By: \_\_\_\_\_  
Printed Name: Title:

Attest: \_\_\_\_\_  
Printed Name: Title:

STATE OF ILLINOIS    )  
  )  
COUNTY OF COOK    )

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, DO HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of **A & R Screening, LLC** and \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that as \_\_\_\_\_ and \_\_\_\_\_ of said company, they signed this instrument under authority given by the shareholders of said corporation as their free and voluntary act, and as their free and voluntary act, and the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal on \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

This instrument was prepared by: Christopher J. Cummings, Village Attorney, Village of Homewood, 2024 Hickory Rd., Suite 205, Homewood IL 60430.=

Mail Recorded Deed to:

Send subsequent tax bills to:

Exhibit D-Memorandum of Agreement

MEMORANDUM OF AGREEMENT

On \_\_\_\_\_, 2023, the VILLAGE OF HOMEWOOD, Cook County, Illinois ("VILLAGE"), and A & R Screening, LLC (referred to as the "DEVELOPER"), entered into a Redevelopment Agreement covering the following property:

<insert legal description>

Permanent Index Numbers: <insert PINs>

Address of Real Estate: 1313 175<sup>th</sup> St.-1351 175<sup>th</sup> St., Homewood, Illinois 60430

The Redevelopment Agreement provided for transfer of the said property from VILLAGE to DEVELOPER, construction of improvements by DEVELOPER on the property, and reimbursement of TIF eligible expenses to the DEVELOPER by the VILLAGE. See the Agreement for specific details.

**Developer**

A & R Screening, LLC

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

**Seller**

Village of Homewood

By: \_\_\_\_\_

Richard A. Hofeld

Village President

Date: \_\_\_\_\_

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

## REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2023, between A & R Screening, LLC, or its assignee ("Purchaser"), and the Village of Homewood ("Seller"). The date that the last party signs the Agreement and delivers a copy to the other party shall be the date filled in above and shall be referred to herein as the "Effective Date."

### WITNESSETH:

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

#### 1. Agreement of Purchase and Sale.

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

1.1. The real property legally described in Exhibit A attached and as shown on Exhibit B attached, consisting of approximately 6.27 acres of land (collectively the "Land") at 1313-1351 175<sup>th</sup> Street, Homewood, Illinois, 60430.

1.2 All improvements on the Land, including without limitation the two-story building, landscaping, parking lot, and other improvements (collectively called the "Improvements").

1.3 All mineral, water, irrigation and other property rights of Seller, if any, running with or otherwise pertaining to such Land.

1.4 All of Seller's right, title and interest in any easements, covenants, declarations, reciprocal easement agreements, tenements, hereditaments, gaps, gores and appurtenances to the Land.

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

#### 2. Purchase Price.

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

2.2 The Purchase Price shall be payable by delivery by Purchaser to Seller at Closing of good federal funds by check or wire transfer in an amount equal to

the Purchase Price, subject to adjustment as provided herein and as set forth in the settlement statement.

### 3. Seller's Deliveries.

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

### 4. Contingencies.

#### 4.1. Inspection Period.

Prior to signing this Agreement, Purchaser acknowledges that it has been allowed full access to the Property to inspect the Property.

#### 4.2. Redevelopment Agreement.

This contract is contingent upon the Village of Homewood (Seller), and A & R Screening, LLC, or its assignee ("Purchaser"), entering into a redevelopment agreement for the Property.

#### 4.3. Alternate Proposal Solicitation.

Purchaser acknowledges that 65 ILCS 5/11-74.4-4 requires the Seller to solicit alternate proposals or bids for the disposition of the Property.

4.4 This contract is contingent upon the Seller completing the purchase of Parcel 1 from Huey Partners LLC.

### 5. Commitment for Title Insurance/Title and Survey Matters.

5.1 Within ten (10) days after the Effective Date, Seller, at its sole cost and expense, shall cause a mutually acceptable title insurance company underwritten by Chicago Title Insurance Company ("Title Company" and "Escrow Agent") to deliver to Purchaser a commitment for an ALTA owner's policy of title insurance (the "Commitment"), showing Seller as fee title owner, naming Purchaser as the insured in the amount of the Purchase Price (or minimum amount required), issued by the Title Company, insuring the Property, together with legible copies of all recorded title documents referred to in the Commitment ("Title

Documents"). The Commitment shall be subject to only the: (i) "Permitted Exceptions" (defined in Section 5.2 below), (ii) any mortgages and similar liens of a definite or ascertainable amount which must be paid by Seller out of the closing proceeds ("Monetary Encumbrances") and (iii) any matters not objected to by Purchaser. Seller shall also provide Purchaser with a current ALTA survey.

5.2 The term "Permitted Exceptions" shall mean: (i) all non-delinquent taxes and assessments not yet due at the time of Closing, and (ii) any other title matters not objected to, waived or deemed waived by Purchaser.

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

## 6. Closing, Possession and Conditions Precedent to Closing.

6.1 Closing. The closing (the "Closing") of the transaction contemplated shall take place on or before January 31, 2024. The date upon which the Closing actually occurs shall be referred to herein as the "Closing Date." Seller shall give sole and exclusive possession of the Property to Purchaser at Closing, subject only to the Permitted Exceptions. The Closing shall take place at the Chicago office of the Title Company (which shall allow delivery of documents into escrow) by means of a "New York Style Closing" with the parties delivering their closing documents, the Title Company's concurrently delivering the closing documents, committing to delivery of the Title Policy described in Section 6.4(b) below to Purchaser, and the concurrent payment of the Purchase Price, all with no parties required to be present.

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

(a) A duly executed and acknowledged Special Warranty Deed (the "Deed") conveying to Purchaser the fee simple interest in the Property, subject only to the Permitted Exceptions.

(b) A duly executed affidavit of Seller, stating Seller's United States taxpayer identification number and that Seller is not a foreign person as defined in Internal Revenue Code § 1445.

(c) A MyDec transfer tax declaration in form customary for the State, County City of the Property ("Transfer Tax Declaration") and any municipal transfer tax declarations.

(d) An ordinance from Seller approving and authorizing it to sell the Property and granting authority to a specific person to bind the Seller.

(e) A settlement statement agreed to between Seller and Purchaser ("Settlement Statement"), signed by Seller, setting forth the Purchase Price, credits, prorations, and disbursements under this Agreement.

(f) An owner's affidavit.

(g) Documents requested by the title company for obligations required of Seller under this Agreement or to provide extended coverage, including, without limitation, Owner's Affidavit, Survey Affidavit of no change, if required by the Title Company to provide extended coverage, Gap Indemnity, and any other reasonable documentation.



6.3 At Closing, Purchaser shall deliver to the Escrow Agent:

(a) The balance of the Purchase Price, subject to adjustment on the Settlement Statement, by wire transfer of federal funds.

(b) The Settlement Statement signed by Purchaser, setting forth the Purchase Price, credits, prorations, and disbursements under this Agreement.

(c) A counterpart of the Transfer Tax Declaration.

(d) Any other document requested by the Title Company to close the transaction.

6.4 Conditions to Obligations to Close. The obligations of Purchaser to consummate the transactions contemplated shall be subject to fulfilling these conditions ("Purchaser's Conditions"), any of which may be waived in writing by Purchaser in its sole and absolute discretion:

(a) At Closing, Seller will cause the Title Company to issue (or commit irrevocably and unconditionally to issue) to Purchaser an owner's policy of title insurance in accordance with the requirements of the Commitment subject only to the Permitted Exceptions (the "Title Policy").

(b) The representations and warranties of Seller in this Agreement shall be true on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of the Closing Date, and Seller will so certify.

(c) Seller shall have performed the agreements, covenants and obligations made and contained in this Agreement to be performed or complied with by Seller on or before the Closing Date.

(d) Delivery of sole and exclusive possession of the Property to Purchaser subject only to the Permitted Exceptions.

## 7. Prorations; Closing Adjustments.

7.1 All real estate taxes and assessments, due and owing or delinquent before Closing, whether or not they have become liens, shall be the responsibility of Seller and paid by Seller before the due date and at or before Closing. This obligation shall survive Closing. All real estate taxes not yet due and owing through and including the day of Closing shall be paid by Seller as they become due.

7.2 In the event any special assessments, water or sewer assessment, code violations, fines or other assessments have been levied against the Property for any period on or before the Closing Date, Seller shall pay the same at or before Closing. These obligations shall survive Closing. All water, sewer, and other utility charges currently due shall be adjusted as of the Closing Date. Any of these payments due and owing as of the Closing Date shall be credited to Purchaser from Seller at Closing and any prepaid amounts shall be credited to Seller from Purchaser.

7.3 Seller shall pay: (i) the cost of the Title Commitment; (ii) the costs for the standard coverage portion of the Purchaser's owner's Title Policy premium; (iii) all State, County and municipal transfer taxes; (iv) half of all escrow and closing costs, and (v) all costs for any endorsements to cure, remove or insure over any title exceptions agreed to be cured by Seller. Purchaser shall pay: (i) the cost of the extended coverage portion of the Title Policy premium and all endorsements to the Title Policy requested by Purchaser; (ii) half of all escrow costs, and (iii) the cost to record the deed. The parties shall pay their respective attorney's fees. Any other costs and charges in connection with the Closing shall be paid by Seller or Purchaser, respectively, as is customary in the area in which the Property is located.

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

8.1 Seller represents, covenants and warrants to Purchaser and agrees, as of the date of this Agreement and, without further writing as of the Closing Date, as follows:

(a) Seller holds fee title to Parcels 2 and 3 of the Property subject only to those rights-of-way, easements, conditions, covenants and restrictions of record. There are no persons in possession or occupancy of the Property or any part thereof, nor are there any persons who have possessory rights regarding the Property or any part thereof through written agreement, orally or by operation of law.

(b) Seller is under contract to purchase Parcel 1 of the Property on November 30, 2023. After completion of the purchase, Seller will hold title to Parcel 1 of the Property subject only to those rights-of-way, easements, conditions, covenants and restrictions of record. There will be no persons in possession of or occupancy of the Property or any part thereof, nor will there be any persons who have possessory rights regarding the Property or any part thereof through written agreement, orally or by operation of law.

(c) All required payments of Seller have been made and there is no default by Seller, nor has Seller received any written notice of default from any

property owner, tenant or other party under any reciprocal easement agreements or declarations or similar documents, nor are there any facts known to the Seller that would constitute a default by Seller or, to Seller's knowledge, by any property owner or tenant under any reciprocal easement agreements or declarations or similar documents.

(d) There is no lawsuit or similar proceeding filed, or to the best of Seller's knowledge, threatened to be filed, against Seller regarding the Property before any court, tribunal, mediator, arbitrator, governmental or administrative agency. Seller has received no notices and is not aware of any pending or threatened: (a) condemnation, eminent domain or similar proceeding against the Property, (b) special assessments against the Property, or any real estate tax protest, or similar proceeding; or (c) any public plans or proposals for changes in road grade, access or other municipal improvements or for any adjacent developments that may affect the Property. There is no bankruptcy, assignment for the benefit of creditor or insolvency proceedings filed against or by Seller wherein Seller is identified as the debtor.

(e) Seller has taken all required measures to approve the sale and has all requisite power and authority to enter into and perform Seller's obligations under this Agreement and to sell the Property. The execution of this Agreement has been duly authorized by all requisite actions and this Agreement is enforceable against Seller under its terms.

(f) To the best of the Seller's knowledge, the Property has utilities necessary for the operation of the Property and no fact or condition exists that would cause the termination of access to and from the Property or the cessation of utilities for the operation of the Property.

(g) Seller shall not, without the prior written consent of Purchaser, enter into, amend, extend or grant any concessions regarding any lease, reciprocal easement agreement, declaration or any other documents affecting the property, or accept any prepayment of rent for more than one month in advance. Seller shall promptly deliver to Purchaser a copy of any notice (including without limitation, a notice of default) received from any property owners under any easement agreements, declarations or from any governmental authority or from any tenant or adjacent property owners. Seller shall not intentionally do anything, or permit anything to be done, that would impair or modify the status of title as shown on the Commitment or the survey.

(h) Seller is not a foreign person or entity under the Foreign Investment and Real Estate Property Tax Act or the Tax Reform Act of 1984.

(i) As of the Closing Date, the Property will be clear of any encumbrances or liens of an ascertainable amount which can be removed by the payment of a liquidated amount of money, except for the Permitted Exceptions, and such encumbrances and liens as paid by Seller at Closing.

(j) From the Effective Date until Closing, Seller shall continue to manage and operate the Property in a reasonable manner consistent with other similar commercial properties in Homewood, Illinois, including performing all maintenance and snow removal, paying all operating expenses, real estate taxes, insurance and utilities before their due date, keeping the Property free of liens and code violations, and maintaining property and liability insurance in commercially reasonable amounts.

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

(l) Seller owns no personal property located on the Property or to the extent it does will remove it by Closing.

(m) Seller is not a party to any management, service or other contracts or agreements that will be binding on Purchaser or the Property after Closing.

(n) Seller will (1) continue to operate the Property as heretofore operated; (2) maintain the Property in its current condition and perform routine and required maintenance and replacements; (3) pay before Closing all sums due for work, materials or services furnished or otherwise incurred in the ownership,

use or operation of the Property; (4) comply with all governmental requirements applicable to the Property; (5) not place or permit to be placed on any portion of the Property any new improvements of any kind or remove or permit any improvements to be removed from the Property; and (6) not cause or create any easements, encumbrances, or liens to arise or to be imposed upon the Property or to allow any amendment or modification to any existing easements or encumbrances.

(o) To Seller's knowledge, the Due Diligence Materials are true, correct and complete in all material respects. Seller has delivered to Purchaser all Due Diligence Materials its possession or control.

(p) There are no rights of first refusal or options to purchase the Property (or any part thereof) contained in any agreement affecting the Property (or any part thereof).

8.2 Seller shall indemnify and hold Purchaser harmless from and against any costs, fees, charges, penalties or liabilities of any kind resulting from any "bulk sales" taxes, fees or charges assessed by any applicable governmental authority or agency related solely to the period of Seller's ownership of the Property. This indemnification shall survive the Closing.

8.3 Purchaser represents and warrants to Seller, as of the date of this Agreement and without further writing as of the Closing that Purchaser is authorized and permitted to enter into this Agreement, to execute any documentation required, and to perform this Agreement, none of which conflicts with any provision of any law, rule or regulation applicable to Purchaser. This Agreement is a valid and binding obligation of Purchaser under its terms.

8.4 All representations and warranties of Seller or Purchaser in this Agreement shall survive the Closing.

## 9. Damage or Condemnation.

9.1 In the event of any eminent domain or condemnation action before or on the Closing Date Seller shall immediately notify Purchaser and Purchaser may elect, in its sole discretion, to (a) terminate this Agreement, in which event neither party shall have any further liability under this Agreement except for those obligations which expressly survive the termination of this Agreement, or (b) proceed to Closing, whereupon at Closing Seller shall transfer the Property less any portion of the Property taken by eminent domain or condemnation or conveyed in lieu of condemnation. If Purchaser elects to close on the Closing Date, Seller shall assign to Purchaser, all of Seller's interest in any proceeds or awards that may thereafter be made for any taking or condemnation. The

Purchase Price shall be reduced by any such proceeds or awards collected and retained by Seller before the Closing Date, provided, however, Seller shall not negotiate and agree to any settlement or payment without Purchaser's prior written approval, which shall not be unreasonably withheld or delayed.

9.2 If the Property suffers any damage or destruction before Closing, Purchaser may elect, at Purchaser's sole option, to: (a) proceed to Closing and take the Property subject to such damage or destruction and Seller shall assign any insurance proceeds to Purchaser (but only to the extent of Seller's rights in same) and Purchaser shall receive a credit at Closing in the amount of any deductible being carried under such insurance policy, or (b) terminate this Agreement in which event neither party shall have any further liability under this Agreement except for those obligations which expressly survive the termination of this Agreement.

#### 10. Brokerage.

Purchaser represents and warrants to the Seller, as of the date of this Agreement and without further writing as of the Closing, it has not engaged services of a real estate agent or broker who would be owed a commission or finder's fee in connection with this transaction. Seller represents and warrants to the Purchaser that it will be responsible for any broker commission or finder's fee in connection with this transaction for services contracted by the Seller. Each party agrees to indemnify the other party regarding any claim made for any commission or finder's fee arising out of the warranting party's conduct. This Section 10 shall survive the Closing.

#### 11. Default.

11.1 If this transaction does not close due to Purchaser's default or Purchaser is otherwise in default of its obligations under this Agreement, then Seller shall have the right, as its sole and exclusive remedy, to terminate this Agreement by written notice to Purchaser and upon such termination this Agreement shall be of no further effect and neither party shall have any further rights, duties, or obligations except regarding the provisions hereof which expressly survive the termination of this Agreement. Purchaser shall not be liable to Seller for any punitive, speculative, incidental, consequential or damages for loss of opportunity or lost profit if Purchaser's default occurs.

11.2 If this transaction is not closed due to a default of Seller or Seller is otherwise in default of its obligations under this Agreement, then Purchaser shall have the option of (i) terminating this Agreement by written notice to Seller, and neither party shall have any further liability under this Agreement, except for those obligations which expressly survive the termination of this Agreement, or (ii) enforcing this Agreement by specific performance, or (iii) Purchaser shall

have all rights and remedies at law and in equity if any intentional default by Seller occurs that renders specific performance unavailable.

11.3 Before exercising any remedy under this Agreement, the non-defaulting party shall provide notice to the defaulting party and the defaulting party shall have three (3) days to cure such default.

12. Notices.

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

**To the Village:**  
Village Manager  
Village of Homewood  
2020 Chestnut Road  
Homewood, Illinois 60430

**To the Developer:**  
John LeRoy  
4611 136<sup>th</sup> Street  
Crestwood IL 60418

**With Copy to:**  
Christopher J. Cummings  
Christopher J. Cummings, P.C.  
2024 Hickory Road, Suite 205  
Homewood, Illinois 60430

**With Copy to:**  
Daniel Shapiro  
Shapiro & Associates Law  
618 Academy Drive, Unit B  
Northbrook IL 60062

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

### 13. Miscellaneous.

13.1 **Section Headings.** The Section headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language thereof.

13.2 **Entire Agreement.** All previous negotiations and agreements between the parties, regarding the transaction set forth herein, are merged in this instrument which alone fully and completely expresses the parties' rights and obligations. This Agreement is the entire agreement between the parties regarding the Property and supersedes any other prior agreements and understandings, whether written or oral, formal or informal.

13.3 **Governing Law.** This Agreement shall be governed by the internal laws of the State of Illinois without reference to its conflict of law provisions.

13.4 **Invalidity of Terms.** If any term or provision of this Agreement is held illegal, invalid or unenforceable as a matter of law, the remaining terms and provisions of this Agreement shall not be affected, but each such term and provision shall be valid and shall remain in full force.

13.5 **Time/Dates.** Time is of the essence of this Agreement. If any date in this Agreement for the delivery of any document or the happening of any event should, under the terms hereof, fall on a weekend or holiday, then such date shall be automatically extended to the next succeeding weekday that is not a holiday.

13.6 **Dispute/Attorney's Fees.** If a dispute arises between the parties regarding the enforcement of either party's obligations contained herein, the prevailing party shall be entitled to reimbursement of its reasonable attorney's fees, court costs, and expenses incurred in connection therewith. This Section 13.6 shall survive the early termination or closing of this transaction.

13.7 **Amendment.** This Agreement may be amended, modified or terminated only by a written instrument executed by Seller and Purchaser.

13.8 **Termination at Closing.** Except as expressly provided for herein, the provisions of this Agreement shall terminate with the Closing and shall be of no further force or effect.

13.9 **Waiver of Rights.** No right under this Agreement may be waived, except by written instrument executed by the party waiving such right. No waiver of any breach of any provision in this Agreement shall be deemed a waiver of any preceding or succeeding breach of that provision or of any other provision in this Agreement. No extension of time for performance of any obligations or acts shall



be deemed an extension of the time for performance of any other obligations or acts.

13.10 Assignment. Purchaser may assign this Agreement to any assignee or single purpose entity; if: (i) such assignee shall expressly assume all of Purchaser's obligations; and (ii) Purchaser shall provide Seller with written notice of such assignment.

13.11 1031 Exchange. At either party's option and at no loss, cost, liability, or expense to the other party, both parties agree to cooperate with one another in closing this transaction as a like-kind exchange under Section 1031 of the Internal Revenue Code, if (a) no party making such accommodation shall be required to acquire any substitute property, (b) such exchange shall not affect the representations, warranties, liabilities and obligations of the parties to each other under this Agreement, (c) no party making such accommodation shall incur any additional cost, expense or liability in connection with such exchange (other than expenses of reviewing and executing documents required in connection with such exchange), and (d) no dates in this Agreement will be extended as a result thereof. Each party's right, title and interest under this Agreement, but not its obligations, shall be assignable to a "Qualified Intermediary" of its choice. For purposes of this Agreement, the term "Qualified Intermediary" shall have the same meaning as that found in Section 1.103(k)-(g)(4)(iii), Income Tax Regulations.

13.12 Binding Agreement. Purchaser and Seller acknowledge and agree that they intend this Agreement to be a binding and enforceable agreement, subject to the terms set forth herein, and each party waives any right to hereafter challenge the enforceability of this Agreement because the inspection and due diligence contingencies in this Agreement are not sufficient consideration to make this Agreement a valid contract. Purchaser agrees to use its good faith efforts to perform its due diligence activities regarding the Property. Seller agrees that Purchaser's due diligence efforts will require Purchaser to expend significant time and money, and that the expenditure of such time and money by Purchaser constitutes sufficient consideration to Seller for Seller granting Purchaser the time set forth in this Agreement to investigate and resolve all of its contingencies and agreeing to be bound by this Agreement.

13.13. Counterpart Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute the same Agreement. Any counterparts of this Agreement and any subsequent amendments may be executed and delivered by any party by email transmission in portable document format "(PDF)" and any document so executed and delivered shall be considered an original for all purposes

## 14. Confidentiality.

14.1 Either party (the "Providing Party") may provide the other party (the "Receiving Party") with confidential or proprietary information, including intended future use site plans and identification of proposed future users, whether disclosed orally, in writing or upon inspection of documents or other tangible property (such information, together with any documents or records prepared by the Providing Party or Receiving Party or any of its affiliates, which contain or otherwise reflect or are generated from such information, the "Confidential Information"). The term "Confidential Information" shall not include information that (i) is or becomes generally available to the public other than because of a disclosure by the Receiving Party; (ii) is specifically permitted in writing by the Providing Party, before any disclosure by the Receiving Party, to be so disclosed; or (iii) is disclosed in compliance with the requirements of any law, subpoena or administrative, regulatory or judicial process (provided that, to the extent reasonably feasible under the circumstances, prior written notice of such disclosure is furnished to the other party Providing Party to afford the Providing Party an opportunity to seek a protective order).

14.2 The Receiving Party's review and inspection of the Confidential Information shall be undertaken solely to evaluate the transaction contemplated herein. The Receiving Party shall use the Confidential Information solely for such purpose. Except as specifically provided, the Receiving Party shall not disclose, and shall use reasonable efforts to prevent any other person or entity from disclosing, any Confidential Information to any other party without the Providing Party's prior written consent; provided, however, that the Receiving Party may share Confidential Information with its advisors, consultants, attorneys, investors, accountants and lenders in connection with evaluating and financing the transaction contemplated.

14.3 If the Closing does not occur, the Receiving Party shall promptly deliver to the Providing Party or destroy all documents furnished by the Providing Party constituting Confidential Information.

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

(Signatures on next page)

IN WITNESS WHEREOF, this Agreement is entered into as of the date and year first above written.

**Village of Homewood**  
**an Illinois municipal corporation**

**A & R Screening, LLC**

By:

\_\_\_\_\_

Village President

Attest:

\_\_\_\_\_

Village Clerk

By:

\_\_\_\_\_

Its: \_\_\_\_\_

Attest:

By:

\_\_\_\_\_

Its: \_\_\_\_\_

## EXHIBIT A

## Legal Description of Property

**PARCEL 1 (1313 175<sup>th</sup> Street-office building)**

## Legal Description:

LOT 1 IN INDUSTRIAL SUBDIVISION UNIT NO. 2, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 1982 AS DOCUMENT NO. 26214942 IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 29-32-101-047-0000

**PARCEL 2 (1351 175<sup>th</sup> Street-vacant land)**

LOT 1 IN INDUSTRIAL SUBDIVISION UNIT NUMBER 1, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 1982 AS DOCUMENT NUMBER 26214941 IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 29-32-101-048-0000

**PARCEL 3 (1351 175<sup>th</sup> Street-vacant land)**

LOTS 1, 2, 3 AND OUTLOT "D" IN BLOCK 4, ALL IN PRAIRIE LAKES BUSINESS CENTER, BEING A PLANNED UNIT DEVELOPMENT IN THE NORTHWEST 1/4, THE NORTHEAST 1/4, AND THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## Permanent Index Numbers:

29-32-101-066-0000

29-32-101-067-0000

29-32-101-068-0000

29-32-101-076-0000

**EXHIBIT B**  
**Diagram of Property**

**INSERT SURVEYS**

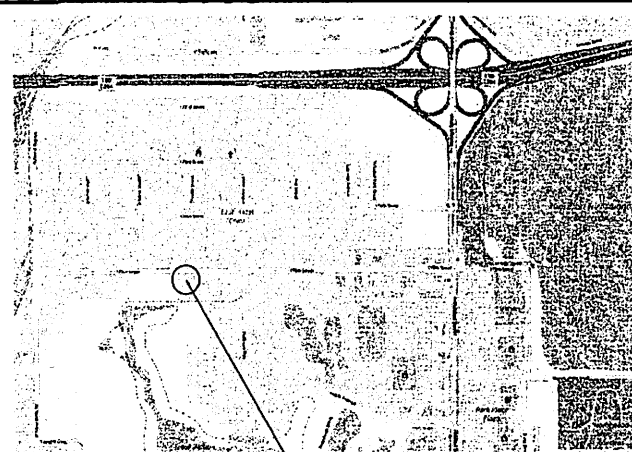
Associated Surveying Group, LLC  
 (Illinois Prof. Design Firm No. 184-024973)  
 P.O. Box 810  
 Bolingbrook, IL 60440  
 TEL: 630-759-0205 FAX: 630-759-9291

# "ALTA/NSPS LAND TITLE SURVEY"

PARCEL 1: LOT 1 IN INDUSTRIAL SUBDIVISION UNIT NO. 2, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 1982 AS DOCUMENT NO. 26214942 IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF VACATED THROOP STREET LYING EAST OF PARCEL 1 FOR A MEASUREMENT OF 60X300 FEET AS DEPICTED ON THE PLAT ATTACHED THERETO, PURSUANT TO ORDINANCE M-1764 RECORDED DECEMBER 2, 2008 AS DOCUMENT 0833729009.

COMMONLY KNOWN AS: 1313 W. 175TH STREET, HOMEWOOD, IL 60430  
 PIN #: 29-32-101-047



LOCATION MAP PROVIDED BY OPEN STREET MAP  
 PROJECT LOCATION  
 VICINITY MAP

### SURVEYOR NOTES

- COMPARE THE LEGAL DESCRIPTION ON THIS PLAT WITH YOUR DEED, ABSTRACT, OR CERTIFICATE OF TITLE. ALSO, COMPARE ALL FIELD MEASURED LOT CORNERS & BUILDING TIES WITH THIS PLAT BEFORE CONSTRUCTION AND REPORT ANY DIFFERENCE AT ONCE.
- NO IMPROVEMENTS SHOULD BE CONSTRUCTED ON THE BASIS OF THIS PLAT ALONE. FIELD MONUMENTATION OF CRITICAL POINTS SHOULD BE ESTABLISHED PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- BUILDING LINES AND BASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO DEPICTED ON THE RECORDED SUBDIVISION PLAT. REFER TO YOUR DEED, ABSTRACT, OR CERTIFICATE OF TITLE FOR ADDITIONAL ENCUMBRANCES.
- NO CERTIFICATION IS MADE AS TO THE LOCATIONS OF UNDERGROUND UTILITIES SUCH AS, BUT NOT LIMITED TO, ELECTRIC, TELEPHONE, CABLE TV, GAS, WATER, SANITARY AND STORM SEWERS. ONLY ABOVE-GROUND VISIBLE FEATURES ARE SHOWN. OTHER UTILITIES MAY EXIST OF WHICH SURVEYOR HAS NO KNOWLEDGE.
- ALL LOCATED UTILITIES WERE DONE BY SURFACE OBSERVATION. PLEASE CALL "JULIE" AT 1-800-852-0123 OR (CITY OF CHICAGO) "DIGGER" AT 1-312-744-7000 BEFORE STARTING ANY CONSTRUCTION FOR THE LOCATION OF ANY ADDITIONAL UNDERGROUND UTILITIES NOT SHOWN HEREON.
- THIS SURVEY MAY NOT REFLECT ALL UTILITIES OR IMPROVEMENTS IF SUCH ITEMS ARE HIDDEN BY LANDSCAPING OR ARE COVERED BY SUCH ITEMS AS DUMPSTERS, TRAILERS, CARS, DIRT, PAVING OR SNOW. LAWN SPRINKLER SYSTEMS, IF ANY, ARE NOT SHOWN ON THIS SURVEY.
- THE LOCATION OF THE PROPERTY LINES SHOWN ON THE FACE OF THIS PLAT ARE BASED UPON THE DESCRIPTION AND INFORMATION FURNISHED BY THE CLIENT, TOGETHER WITH THE TITLE COMMITMENT. THE PARCEL WHICH IS DERIVED MAY NOT REFLECT ACTUAL OWNERSHIP, BUT REFLECTS WHAT WAS SURVEYED. FOR OWNERSHIP, CONSULT YOUR TITLE COMPANY.
- ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.
- FOR BUILDING LINES, EASEMENTS AND OTHER RESTRICTIONS NOT SHOWN OR STATED HEREON REFER TO YOUR DEED, TITLE POLICY, ORDINANCES, ETC.
- COPIES OF THIS SURVEY WITH AN EMBOSSED SEAL SHALL BE DESIGNATED OFFICIAL COPIES. THE SURVEY WAS PREPARED ONLY FOR THE CLIENT AS STATED HEREON AND IS NON-TRANSFERABLE.
- OBSERVABLE EVIDENCE OF SUBSTANTIAL FEATURES, IF ANY, ARE SHOWN ON SURVEY.

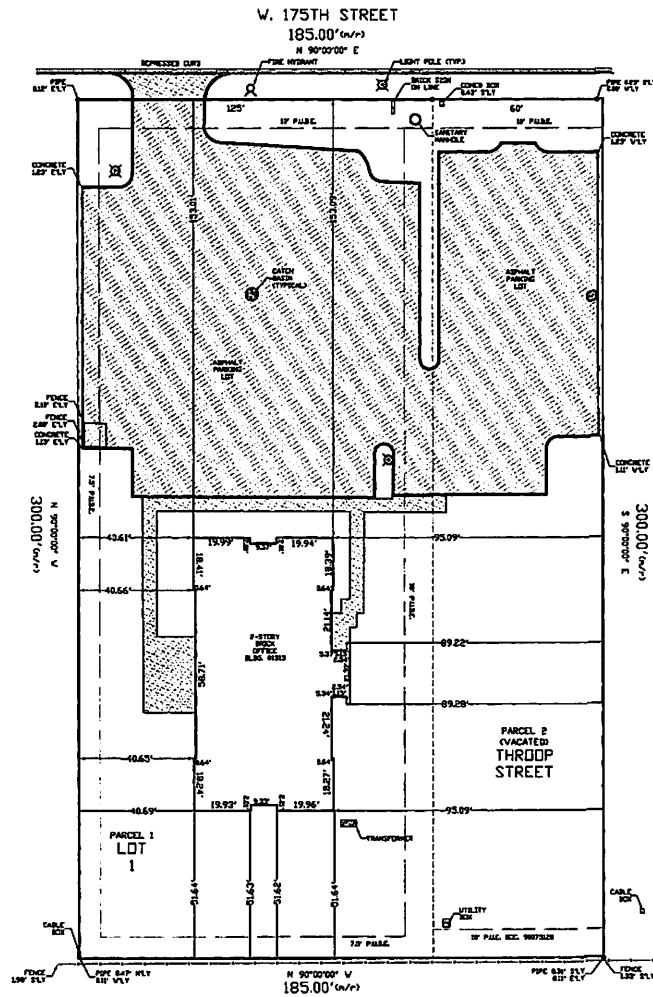
NOTE: THE RECORD DOCUMENTS SHOWN ON THIS ALTA/NSPS SURVEY ARE THOSE DOCUMENTS DETERMINED BY CHICAGO TITLE AND TRUST COMPANY AND SET FORTH IN THE TITLE COMMITMENT NUMBER: CCH230324LD DATED JUNE 16, 2023 AS AFFECTING THE PROPERTY DEPICTED ON THIS LAND TITLE SURVEY. BY NOTING SAID DOCUMENTS ON THIS SURVEY PLAT, ASSOCIATED SURVEYING GROUP, LLC MAKES NO REPRESENTATION AS TO THE EXISTENCE OF ANY OTHER RECORD DOCUMENTS THAT MAY AFFECT THE SURVEYED PROPERTY.

TO: CHICAGO TITLE AND TRUST COMPANY AND VILLAGE OF HOMEWOOD

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 4, 7(A) AND 8 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON OCTOBER 6, 2023.

DATE: OCTOBER 19, 2023

*Michael J. Hervey*  
 MICHAEL J. HERVEY, REG. NO. 35-2907  
 LICENSE EXPIRES: 11/30/2024



Field Date: OCTOBER 6, 2023  
 Client: VILLAGE OF HOMEWOOD  
 Job No.: 89393-23

ABBREVIATIONS:  
 A = ARC LENGTH  
 R = RADIUS  
 CH = CHORD LENGTH  
 (M) = MEASURED VALUE  
 G.S.L. = BUILDING SETBACK LINE  
 TYP = TYPE  
 V.E.A.C. = VILLAGE CITY EASEMENT  
 CHAIN LINK FENCE  
 WOOD FENCE  
 ALL OTHER FENCE TYPES  
 OVERHEAD WIRES

NLY = NORTHERLY  
 SLY = SOUTHERLY  
 ELY = EASTERLY  
 WLY = WESTERLY  
 TYP = TYPE  
 O.H. = OVERHANG  
 P.U.E. = PUBLIC UTILITY EASEMENT  
 P.U.D. = PUBLIC UTILITY & DRAINAGE EASEMENT  
 V.E.A.C. = VILLAGE CITY EASEMENT  
 CHAIN LINK FENCE  
 WOOD FENCE  
 ALL OTHER FENCE TYPES  
 OVERHEAD WIRES

**LEGEND:**

	BRICK		ASPHALT		ADJACENT BLDG.
	WALL		CONCRETE		GRAVEL
	WOOD		COVERED		STONE
	IRON		CROSS		UTILITY POLE
	REBAR		NOTCH		CATCH BASIN
	MAG NAIL		PK NAILS		NATCH
	MANHOLE		LIGHT POLE		FIRE HYDRANT

### NOTES FROM SCHEDULE B PART II

PER CHICAGO TITLE INSURANCE COMPANY'S TITLE COMMITMENT NO. CCH230324LD DATED JUNE 16, 2023 PROVIDED BY THE CLIENT

EXCEPTION	AFFECTS PROPERTY	NOTE
1. RIGHTS OR CLAIMS NOT RECORDED	YES	NOT FLOTTABLE
2. ENCROACHMENTS, ENCUMBRANCE VIOLATION, VARIATION OR ADVERSE CIRCUMSTANCE	YES	IF ANY, FLOTTED
3. EASEMENTS NOT RECORDED	YES	NOT FLOTTABLE
4. SERVICES, LABOR OR MATERIAL LIENS NOT RECORDED	YES	NOT FLOTTABLE
5. TAXED OR SPECIAL ASSESSMENT LIENS NOT RECORDED	YES	NOT FLOTTABLE
6. PROPERTY EXCLUDED ALTA AS SET FORTH IN AND SURVEY	YES	NOT FLOTTABLE
7. ANY DEFECT, LACK OF KNOWLEDGE, ADVERSE CLAIM RECORDED FOR FIRST TIME	YES	NOT FLOTTABLE
8. COMPANY MAY PAY TAXES WHEN PLANNED ORIGINAL BILL	YES	NOT FLOTTABLE
9. PUBLIC ACT 96-588 REQUIRES COMPLETION OF HISTORICAL RECORD	YES	NOT FLOTTABLE
10. NOTE REGARDING PREDATORY LENDING DATABASE ACT	YES	NOT FLOTTABLE
11. NOTE COUNTY RECORDER REQUIREMENTS FOR DOCUMENTS	YES	NOT FLOTTABLE
12. TAXES 29-32-101-047-0-00	YES	NOT FLOTTABLE
13. EASEMENT FOR ILLINOIS BELL AND COMMONWEALTH EDISON COMPANIES AND THEIR SUCCESSORS AND ASSIGNS RECORDED AS DOCUMENT 20090905	YES	FLOTTED
14. RESERVATION IN SPECIAL VARIATION DEED RECORDED MAY 19, 1982 AS DOCUMENT 2023300	YES	NOT FLOTTABLE
15. PUBLIC UTILITY, DRINKING AND C.A.T.V. EASEMENTS ON INDUSTRIAL SUBDIVISION UNIT 2 RECORDED APRIL 28, 1982 AS DOCUMENT 26214942	YES	FLOTTED
16. EASEMENT FOR NORTHERN ILLINOIS GAS CO., COMMONWEALTH EDISON & ILLINOIS BELL, SUCCESSORS AND ASSIGNS IN INDUSTRIAL SUBDIVISION UNIT 2 PLAT RECORDED AS DOCUMENT 20216942	YES	FLOTTED
17. ORDINANCE M-202 OF VILLAGE OF HOLYWOOD RECORDED FEBRUARY 7, 1980 AS DOCUMENT 255-30091 GRANTING PRELIMINARY APPROVAL FOR WASHINGTON PARK PLANNED UNIT DEVELOPMENT	YES	NOT FLOTTABLE
18. 10 FOOT SANITARY SEWER ALONG NORTH 10 FEET OF LAND AS DISCLOSED BY CURV BY MADE BY GEORGE C. RAINY DATED SEPTEMBER 8, 1981 AND REVISED APRIL 9, 1992	YES	FLOTTED
19. COVENANTS, CONDITIONS AND RESTRICTIONS PERFORMANCE RECORDED AUGUST 29, 1989 AS DOCUMENT 884688 GRANTING APPROVAL OF A PLANNED UNIT DEVELOPMENT	YES	NOT FLOTTABLE
20. DOCUMENTS REQUIRED FOR REVIEW PRIOR TO ISSUANCE OF ANY TITLE INSURANCE PREDICATED UPON CONVEYANCE OR ENCUMBRANCE RECORDED BY PLAZA LLC	YES	NOT FLOTTABLE
21. STATEMENT OF NO PROPERTY MANAGER/EMPLOYEED/PAID LIGHT WAIVER FOR ANY PROPERTY MANAGER	YES	NOT FLOTTABLE
22. EXISTING UNRECORDED LEASES	YES	NOT FLOTTABLE
23. ALL ENDORSERS MUST REQUEST WAIVER PRIOR TO CLOSING	YES	NOT FLOTTABLE

Parcel 1



## EXHIBIT C

## Due Diligence Materials

1. A copy of any leases for the Property and all schedules, exhibits, riders, amendments, guaranties and memorandums of lease related thereto.
2. A copy of all vendor, property management and third-party agreements or contracts for the Property, including any maintenance agreements.
3. A copy of any and all environmental reports from Seller or its predecessor, in Seller's possession, including any existing phase I environmental site assessments reports, Phase II reports, asbestos reports, asbestos correspondence, and any other environmental reports, and correspondence with any governmental agencies relating to the Property.
4. Copies of any surveys of the Property.
5. Copies of any soils reports or geotechnical reports, and engineering studies, if any.
6. Copy of Seller's owner's title policy and any current title commitments for the Property and all recorded title documents referenced therein.
7. Copies of any plats or proposed plats related to the subdivision or consolidation of the Property and surrounding parcels.
8. Copies of the current real estate tax bills for the Property.
9. Copies of any declarations, reciprocal easement agreements, development agreements, easement agreements, use restrictions, deed restrictions, rights of first refusal, property owner's association documents, property owner's rules and regulations, bylaws and articles of organization.



## Exhibit B

### TIF Eligible Costs (1)

Site acquisition	\$0
Site preparation, grading, and environmental	\$500,000
Studies and professional fees (architectural, engineering, financial, legal, and consulting)	\$200,000
Demolition, renovation and leasehold improvements	\$750,000
Relocation	\$100,000
Annual training and re-training (annual)	\$2,000,000
Annual private interest cost (30%) (1)	\$1,100,000
LEED Improvements	\$250,000
Public infrastructure and landscaping in public areas (e.g. streets, water, sewer, etc.)	\$100,000
<b>Total Estimated TIF Eligible Costs</b>	<b>\$5,000,000</b>

(1) The Village of Homewood retains the right to reallocate among TIF eligible cost categories.

**RESOLUTION NO. R-3165**

**A RESOLUTION SUPPORTING CLASS 8 STATUS UNDER THE COOK COUNTY REAL PROPERTY ASSESSMENT CLASSIFICATION ORDINANCE FOR REAL ESTATE AT 1351 175<sup>th</sup> STREET, HOMEWOOD, COOK COUNTY, ILLINOIS**

**WHEREAS**, the Village of Homewood desires to promote the development of commercial property within the village; and

**WHEREAS**, the Cook County Assessor is operating under a county ordinance instituting a program to encourage commercial development known as the Cook County Real Property Assessment Classification Ordinance (the "Ordinance"); and

**WHEREAS**, pursuant to the Ordinance, real estate used primarily for industrial or commercial properties that are newly constructed, substantially rehabilitated, or found abandoned and located in a township targeted under the South Suburban Tax Reactivation Program may qualify for the Class 8 incentive; and

**WHEREAS**, the property described below is located within Thornton Township, one of five townships targeted by the South Suburban Tax Reactivation Pilot Program, and is eligible for a Class 8 incentive authorized by the Ordinance without any application for certification of the area; and

**WHEREAS**, A & R Screening, LLC, is under contract to purchase the property at 1351 175<sup>th</sup> Street, Homewood, Cook County, Illinois, legally described in the attached Exhibit A; and

**WHEREAS**, the subject property has been vacant for more than 24 continuous months; and

**WHEREAS**, A & R Screening, LLC, has applied for a Class 8 real estate tax incentive and has demonstrated to this Board that the incentive is necessary for the occupation of the property.

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

1. The above recitations are incorporated herein as if fully restated. The Board of Trustees of the Village of Homewood supports and consents to the application by A & R Screening, LLC, to have the property described in Exhibit A

declared eligible for the Class 8 real estate tax incentive, in that the incentive is necessary for the redevelopment of the property.

1. The above recitations are incorporated herein as if fully restated.
2. The Board of Trustees of the Village of Homewood supports and consents to the application by A & R Screening, LLC, to have the property described in Exhibit A declared eligible for the Class 8 real estate tax incentive, in that the incentive is necessary for continued development and growth of the property.
3. The proposed project is consistent with the overall plan for the area.
4. The President, Village Clerk, and other appropriate Village of Homewood officials are hereby authorized to sign any necessary documents to implement this resolution.

This resolution passed this 24<sup>th</sup> day of October 2023.

\_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

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

**EXHIBIT A**

## Legal Description:

## PARCEL 1:

LOT 1 IN INDUSTRIAL SUBDIVISION UNIT NUMBER 1, BEING A SUBDIVISION IN THE NORTHWEST  $\frac{1}{4}$  OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 1982 AS DOCUMENT NUMBER 26214941 IN COOK COUNTY, ILLINOIS.

## PARCEL 2:

LOTS 1, 2, 3 AND OUTLOT "D" IN BLOCK 4, ALL IN PRAIRIE LAKES BUSINESS CENTER, BEING A PLANNED UNIT DEVELOPMENT IN THE NORTHWEST  $\frac{1}{4}$ , THE NORTHEAST  $\frac{1}{4}$ , AND THE NORTH  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## Permanent Index Number:

29-32-101-048-0000;  
29-32-101-066-0000;  
29-32-101-067-0000;  
29-32-101-068-0000; and  
29-32-101-076-0000.

Common Address: 1351 175<sup>th</sup> Street, Homewood, IL 60430

**RESOLUTION NO. R-3166**

**A RESOLUTION SUPPORTING CLASS 8 STATUS UNDER THE COOK COUNTY REAL PROPERTY ASSESSMENT CLASSIFICATION ORDINANCE FOR REAL ESTATE AT 1313 175<sup>th</sup> STREET, HOMEWOOD, COOK COUNTY, ILLINOIS**

**WHEREAS**, the Village of Homewood desires to promote the development of commercial property within the village; and

**WHEREAS**, the Cook County Assessor is operating under an ordinance enacted by the Cook County Board of Commissioners, instituting a program to encourage commercial development in Cook County known as the Cook County Real Property Assessment Classification Ordinance; and

**WHEREAS**, the property described below is located within Thornton Township, one of five townships targeted by the South Suburban Tax Reactivation Pilot Program, and is eligible for the Class 8 incentive without any application for certification of the area; and

**WHEREAS**, pursuant to the Cook County Real Property Assessment Classification Ordinance, real estate used primarily for industrial or commercial purposes that is newly constructed, substantially rehabilitated, or found abandoned and located in one of the townships targeted under the South Suburban Tax Reactivation Program may qualify for the Class 8 incentive; and

**WHEREAS**, A & R Screening, LLC, is under contract to purchase the property at 1313 175<sup>th</sup> Street, Homewood, Cook County, Illinois, legally described in the attached Exhibit A; and

**WHEREAS**, the subject property will be vacant at the time of Closing and remain vacant, but less than 24 continuous months; and

**WHEREAS**, the Homewood Village Board finds that special circumstances justify awarding the Class 8 incentive to this property. Those circumstances include the owner's commitment to renovate the existing building and incorporate it into a larger redevelopment project including adjacent property currently owned by the Village of Homewood that has been vacant and undeveloped for over 30 years. The developer's plan to construct a light manufacturing facility and office space will create additional job opportunities in the area and enhance the Village of Homewood's tax base; and

**WHEREAS**, the Applicant has applied for a Class 8 real estate tax incentive and has demonstrated to this Board that the incentive is necessary for the continued development and growth of the property; and

**WHEREAS**, acquisition and revitalization of the property is not economically feasible without this incentive.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HOMEWOOD, COOK COUNTY, ILLINOIS:**

1. The above recitations are incorporated herein as if fully restated.
2. The Board of Trustees of the Village of Homewood supports and consents to the application by A & R Screening, LLC, to have the property described in Exhibit A declared eligible for the Class 8 real estate tax incentive, in that the incentive is necessary for continued development and growth of the property.
3. The proposed project is consistent with the overall plan for the area.
4. The President, Village Clerk, and other appropriate Village of Homewood officials are hereby authorized to sign any necessary documents to implement this resolution.

This resolution passed this 24<sup>th</sup> day of October 2023.

\_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

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

**EXHIBIT A**

Legal Description:

LOT 1 IN INDUSTRIAL SUBDIVISION UNIT NO. 2, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 1982 AS DOCUMENT NO. 26214942 IN COOK COUNTY, ILLINOIS.

Property Index Number: 29-32-101-047-0000

Common Address: 1313 175<sup>th</sup> Street, Homewood, IL 60430

**RESOLUTION NO. R-3167**

**A RESOLUTION AUTHORIZING THE VILLAGE OF HOMEWOOD  
TO ENTER INTO A CONTRACT FOR THE PURCHASE OF 1313 175<sup>TH</sup> STREET,  
HOMEWOOD, ILLINOIS FROM HUEY PLAZA LLC.**

---

WHEREAS, on June 27, 2023, the Village of Homewood entered into the Option Agreement attached as Exhibit A for the purchase of the office building 1313 175<sup>th</sup> Street; and

WHEREAS, the Option Agreement granted the Village of Homewood an exclusive right to buy the property for \$400,000.00 as provided in the Commercial Sales Contract attached as Exhibit B; and

WHEREAS, the Village paid the property owner \$25,000.00 for this option understanding that \$10,000.00 of the option price would be credited towards the purchase of the property; and

WHEREAS, the Village's option to purchase expires on October 25, 2023; and

WHEREAS, since entering into the option agreement, the Village and the owner of Apparel Redefined have negotiated a redevelopment agreement providing for construction of a light manufacturing facility and office space on this parcel and adjacent vacant land owned by the Village of Homewood; and

WHEREAS, the President and Board of Trustees of the Village of Homewood find it to be in the Village's best interest to exercise this option and purchase this property so it can be incorporated into a larger redevelopment project proposed by Apparel Redefined.

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

1. The Recitals set forth above are adopted and incorporated herein.
2. The Village President is authorized to execute the attached Commercial Sales Contract and take all action necessary to complete the purchase of the property as described above.



This resolution approved this 24<sup>th</sup> day of October, 2023.

\_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

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

**Exhibit A**  
**Option Agreement**

**Option to Purchase Real Estate  
1313 175<sup>th</sup> Street, Homewood, Illinois**

This Option to Purchase Commercial Real Estate Agreement ("Agreement") is entered into on June 27, 2023, 2023 (the "Effective Date") between:

Huey Plaza LLC, an Illinois limited liability company with a principal place of business at 1313 175<sup>th</sup> Street, Homewood, Illinois ("Seller"), and

Village of Homewood, an Illinois municipal corporation with a principal place of business at 2020 Chestnut Road, Homewood, Illinois ("Buyer" or "Village").

WHEREAS, Seller is the legal owner of commercial real estate property at 1313 175<sup>th</sup> Street, Homewood, Illinois ("Property"), described in Exhibit A attached; and

WHEREAS, Buyer desires to obtain an exclusive option to purchase the Property, subject to the terms of this Agreement, to facilitate economic development of this parcel and the adjoining vacant parcel immediately west of the Property.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree:

**Grant of Option:**

Seller hereby grants to Buyer an exclusive option to purchase the Property beginning on the Effective Date and ending on October 25, 2023 (the "Option Period") upon the terms of the attached Commercial Sales Contract attached as Exhibit B. During the option period, Seller shall not entertain any offers and shall not negotiate with any other party regarding the sale of the Property.

**Exercise of Option:**

Buyer may exercise the option to purchase the Property by submitting to Seller by October 25, 2023 (the "Exercise Date") a copy of the attached Commercial Sales Contract signed by an authorized representative of the Village.

**Purchase Price and Terms:**

The purchase price for the Property shall be Four Hundred Thousand Dollars (\$400,000.00) (the "Purchase Price").

**Option Consideration:**

In consideration for the grant of this option, Buyer shall pay Seller a non-refundable option fee of Twenty-Five Thousand Dollars (\$25,000.00) (the "Option Fee")

upon execution of this Agreement. Ten Thousand Dollars (\$10,000.00) of the Option Fee shall be credited towards the Purchase Price if Buyer exercises the option and completes the purchase.

**Seller's Representations and Warranties:**

Seller represents and warrants that it has good and marketable title to the Property, free and clear of any liens, encumbrances, or claims and that there are no leases or tenancies that terminate later than November 30, 2023. Within fourteen (14) days after execution of this Agreement, Seller shall provide Buyer with all relevant documents and information pertaining to the Property, including but not limited to survey reports, and environmental assessments.

**Access to Property During Option Period:**

Seller acknowledges that the Village is interested in acquiring this property so it can be consolidated with adjoining vacant land and sold to Apparel Redefined under terms of a yet to be negotiated redevelopment agreement between that company and the Village. During the Option Period, Seller agrees to allow reasonable access to the Property by employees, agents, and contractors hired by Apparel Redefined to assess the condition of the building and determine what repairs to the Property must be undertaken by Apparel Redefined after closing, provided that the same does not interfere with Seller's normal business operations.

**Closing:**

Closing on the purchase shall occur no later than November 30, 2023.

**Termination:**

If Buyer fails to exercise the option within the option period or fails to meet the agreed-upon terms, this Agreement shall terminate, and the Option Fee shall be retained by Seller as liquidated damages.

**Governing Law and Jurisdiction:**

This Agreement shall be governed under the laws of the State of Illinois. Jurisdiction regarding any dispute in connection with this Agreement shall be in the Circuit Court of Cook County, Illinois.

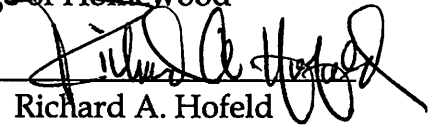
**Entire Agreement:**

This Agreement is the entire understanding between the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, or representations, whether written or oral.

IN WITNESS WHEREOF, the parties have executed this Option to Purchase Commercial Real Estate Agreement as of the Effective Date.

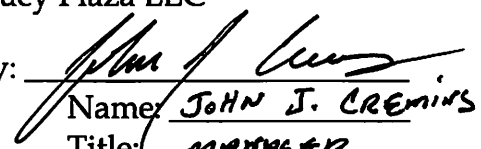
**BUYER**

Village of Homewood

By:   
Richard A. Hofeld  
Village President

**SELLER**

Huey Plaza LLC

By:   
Name: JOHN J. CREMIUS  
Title: MANAGER

## **Exhibit A - Legal Description**

Lot 1 in Industrial Subdivision Unit Number 2, being a subdivision in the Northwest 1/4 of Section 32, Township 36 North, Range, 14 East of the Third Principal Meridian, according to the plat thereof recorded April 28, 1962 as document number 26 214 942 in Cook, County, Illinois.

PIN: 29-32-101-047-0000

Common address: 1313 175<sup>th</sup> Street, Homewood, Illinois 60430

**Exhibit B**  
**Commercial Sales Contract**



MAINSTREET ORGANIZATION OF REALTORS® COMMERCIAL SALES CONTRACT



1 FROM: (Buyer) Village of Homewood
2 (Name)
3 TO: (Seller) Huey Plaza LLC
4 (Name) DATE:

5 OFFER OF BUYER: I/We (Buyer) offer to purchase the Real Estate known as:
6 1313 175th Street Homewood Cook Illinois 60430
7 Street City County State Zip

8 lot size approximately, Permanent Index No.: 29-32-101-047-0000, together with
9 improvements thereon.

0 INCLUSIONS: The following shall be included: fixtures, equipment, appliances, security systems (owned) and personal property, if any, located
1 on the Real Estate of the date hereof, for which a bill of sale will be given: screens, storm windows and doors; shades, window blinds; radiator
2 covers; heating, central cooling, ventilating, lighting and plumbing fixtures; attached mirrors, shelving, interior shutters, cabinets and awnings;
3 planted vegetation; smoke detectors; as well as the following specific items:

6 EXCLUSIONS: The following shall be excluded: all tenant owned personal property, tenant owned trade fixtures, and:

9 Any personal property not specifically included shall be deemed excluded. A system or item shall be deemed to be in operating condition if it
10 performs the function for which it is intended, regardless of age, and does not constitute a threat to health or safety.

11 1. PURCHASE PRICE: Purchase Price of \$ 400,000.00 shall be paid as follows: Initial Earnest Money of
12 \$ 10,000.00\* shall be tendered to Escrowee on or before day(s) after Date of Acceptance. Additional Earnest Money of
13 \$ shall be tendered by 20 Earnest Money shall be held in trust for the mutual benefit of the Parties by
14 [check one] Seller's Brokerage [ ] Buyer's Brokerage [ ] As otherwise agreed by the Parties, as "Escrowee".

15 The balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing in the form of good funds by wire transfer of funds, or by
16 Certified, Cashier's, Mortgagee Lender's or title company's check (provided that the title company's check is guaranteed by a licensed title insurance
17 company).

18 2. CLOSING: Provided title conforms with this contract or has been accepted by Buyer, closing or escrow payout shall be on
19 November 30, 20 23, by conveyance by stamped recordable warranty deed (or other appropriate deed if title is in
20 trust or in an estate) and payment of purchase price. Title shall be conveyed at the time required by this contract subject only to: general Real Estate
21 taxes not due and payable at the time of Closing; building lines and building restrictions of record; zoning and building laws and ordinances; public
22 and utility easements; covenants and restrictions of record; party wall rights and agreements, if any; existing leases or tenancies; the mortgage or trust
23 deed if any, that may be assumed by Buyer as part of this transaction. However, Special Assessments, if any, for improvements not yet completed
24 shall be paid by Seller at closing. This sale shall be closed at office of title insurance company or Seller's attorney's office as agreed or in escrow
25 with the title company issuing the title commitment by deed and money escrow fee to be divided between Seller and Buyer. Seller and/or Buyer will
26 pay their respective brokers' commissions as provided in their respective representation agreements or contracts and shall provide waiver of Brokers'
27 liens at closing. Cash purchase - see paragraph 28.a)

28 3. FINANCING: If this transaction is NOT CONTINGENT ON FINANCING, Optional Paragraph 28 a) OR Paragraph 28 h) MUST BE
29 USED. If any portion of Paragraph 28 is used, the provisions of this Paragraph 3 are NOT APPLICABLE. This contract is contingent upon the
30 ability of Buyer to secure within days of the Date of Acceptance, a firm written commitment for a loan evidenced by a note to be
31 secured by a mortgage or trust deed on the Real Estate in the amount of \$, or such lesser amount as Buyer shall
32 accept, with a fixed or initial interest rate (delete one) not to exceed %, said loan to be amortized over a minimum of years,
33 with a loan service charge not to exceed %. Seller and Buyer shall execute all documents and provide all information so that Buyer's
34 lender can issue its commitment and close the transaction. If Buyer makes a good faith effort but is unable to obtain a commitment for the mortgage
35 loan contemplated herein, Buyer shall so notify Seller in writing within the time specified in this Paragraph. IF SELLER IS NOT SO NOTIFIED
36 WITHIN SUCH TIME PERIOD, BUYER SHALL FOR ALL PURPOSES BE DEEMED TO HAVE SECURED SUCH COMMITMENT OR TO
37 HAVE AGREED TO PURCHASE THE REAL ESTATE WITHOUT MORTGAGE FINANCING OR BASED UPON THE MORTGAGE
38 COMMITMENT ACTUALLY OBTAINED. If Seller is so notified, Seller may, at Seller's option, within 10 business days after Seller's receipt of
39 said notice, elect to accept purchase money financing or to secure a mortgage commitment on behalf of Buyer upon substantially the same terms for
40 the mortgage loan contemplated herein with such other material terms and conditions for comparable loans. If Seller is so notified, Buyer agrees to
41 furnish to Seller all requested credit and financial information and to sign customary papers relating to the application for securing of a mortgage
42 commitment. If Seller is thereafter unable or unwilling to secure such commitment or to accept purchase money financing as herein provided, this
43 contract shall be null and void, and Buyer and Seller shall execute all necessary documents to refund earnest money to Buyer. This Contract shall
44 not be contingent upon the sale and/or closing of any existing real estate.

45 4. PRORATIONS: Proratable items shall include, without limitation, Real Estate taxes based on 105 % of most recent ascertainable taxes;
46 assignable insurance policies, if requested by Buyer; rents and/or security deposits, if any; Special Service Area tax for the year of closing only;
47 Condominium Association fees, if any; water taxes and other proratable items including flood hazard insurance shall be prorated to date of
48 possession. The Parties hereto agree to re-prorate any unbilled real estate tax bill prior to the date of Closing. execute an agreement at closing
49 to re-prorate 2022 & 2023 taxes.

5. POSSESSION: Possession shall be delivered at closing subject to existing leases and tenancies, unless otherwise agreed in writing.

Buyer Initial Buyer Initial Seller Initial Seller Initial
Address 1313 175th St. Homewood IL 60430
(Page 1 of 5) 6.2017 - © MAINSTREET ORGANIZATION OF REALTORS®

\*\$10,000.00 of the Option Fee paid by the Buyer shall be credited against the sale price at closing



6. ATTORNEY REVIEW: Within five (5) Business Days after the Date of Acceptance, the attorneys for the respective Parties, by Notice, may

- (a) Approve this Contract; or
- (b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price and the earnest money refunded to the buyer upon written direction as required by law; or
- (c) Propose modifications except for the Purchase Price. If within ten (10) Business Days after the Date of Acceptance written agreement is not reached by the Parties with respect to resolution of the proposed modifications, then either Party may terminate this Contract by serving Notice, whereupon this Contract shall be null and void and earnest money refunded to the buyer upon written direction as required by law; or
- (d) Propose suggested changes to this Contract. If such suggestions are not agreed upon, neither Party may declare this Contract null and void and this Contract shall remain in full force and effect.

Unless otherwise specified, all Notices shall be deemed made pursuant to Paragraph 6(c). If Notice is not served within the time specified herein, the provisions of this paragraph shall be deemed waived by the Parties and this Contract shall remain in full force and effect.

7. INSPECTION/ENVIRONMENTAL SITE ASSESSMENT: This contract is contingent upon approval by Buyer of the condition of the Real Estate as evidenced by an inspection/environmental site assessment conducted at Buyer's expense and by contractor(s) selected by Buyer, within 10 business days after Seller's acceptance of this contract. Buyer shall indemnify Seller from and against any loss or damage to the Real Estate caused by the acts or negligence of Buyer or the person performing such inspection. If written notice of Buyer's disapproval is not served within the time specified, this provision shall be deemed waived by the Buyer and this Contract shall remain in full force and effect.

8. DISCLOSURE: Within five (5) business days after date of acceptance Seller shall provide to the Buyer all information relevant to the condition, use and operation of the Real Estate available to Seller including but not limited to: schedule of operating expenses, existing surveys, title policies and any and all recorded nonconsensual liens. Seller shall prepare, and deliver to Buyer, all documentation for the Real Estate as may be required by applicable disclosure laws in the jurisdiction the property is located. Seller shall also cooperate with Buyer to secure whatever environmental site assessment Buyer or Buyer's lender deems necessary or appropriate.

~~9. CONDOMINIUM/Common Interest Associations: (If applicable) The Parties agree that the terms contained in this paragraph which may be contrary to other terms of this Contract, shall supersede any conflicting terms.~~

- (a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions of the Declaration of Condominium/Covenants, Conditions and Restrictions and all amendments; public and utility easements including any easements established by or implied from the Declaration of Condominium/Covenants, Conditions and Restrictions or amendments thereto; party wall rights and agreements; limitations and conditions imposed by the Condominium Property Act; installments due after the date of Closing of general assessments established pursuant to the Declaration of Condominium/Covenants, Conditions and Restrictions.
- (b) Seller shall be responsible for all regular assessments due and levied prior to Closing and for all special assessments confirmed prior to the Date of Acceptance.
- (c) Buyer has, within five (5) Business Days from the Date of Acceptance, the right to demand from Seller items as stipulated by the Illinois Condominium Property Act, if applicable, and Seller shall diligently apply for same. This Contract is subject to the condition that Seller be able to procure and provide to Buyer, a release or waiver of any option of first refusal or other pre-emptive rights of purchase created by the Declaration of Condominium/Covenants, Conditions and Restrictions within the time established by the Declaration of Condominium/Covenants, Conditions and Restrictions. In the event the Condominium Association requires personal appearance of Buyer and/or additional documentation, Buyer agrees to comply with same.
- (d) In the event the documents and information provided by Seller to Buyer disclose that the existing improvements are in violation of existing rules, regulations or other restrictions or that the terms and conditions contained within the documents would unreasonably restrict Buyer's use of the premises or would result in increased financial obligations unacceptable to Buyer in connection with owning the Real Estate, then Buyer may declare this Contract null and void by giving Seller written notice within five (5) Business Days after the receipt of the documents and information required by Subparagraph (c) above, listing those deficiencies which are unacceptable to Buyer. If written notice is not served within the time specified, Buyer shall be deemed to have waived this contingency, and this Contract shall remain in full force and effect.
- (e) Seller shall not be obligated to provide a condominium survey.
- ~~(f) Seller shall provide a certificate of insurance showing Buyer (and Buyer's mortgagee, if any) as an insured.~~

10. SELLER REPRESENTATION: Seller represents that Seller has not received written notice from any Governmental body or Owner Association regarding (a) zoning, building, fire or health code violations that have not been corrected; (b) any pending rezoning; (c) any pending condemnation or eminent domain proceeding; or (d) a proposed or confirmed special assessment and/or Special Service Area affecting the Real Estate. Seller represents, however, that, in the case of a special assessment and/or Special Service Area, the following applies:

1. There ~~is~~  is not a proposed or pending unconfirmed special assessment affecting the Real Estate not payable by Seller after date of Closing.
2. The Real Estate ~~is~~  is not located within a Special Service Area, payments for which will not be the obligation of Seller after date of Closing.

If any of the representations contained herein regarding Owner Association special assessment or Special Service Area are not acceptable to Buyer, Buyer shall have the option to declare this Contract null and void. If written notice of the option to declare this Contract null and void is not given to Seller within ten (10) Business Days after Date of Acceptance or within the term specified in Paragraph 3 (whichever is later), Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect. Seller further represents that Seller has no knowledge of boundary line disputes, easements or claims of easement not shown by the public records or any hazardous waste on the Real Estate or any improvements for which the required permits were not obtained. Seller represents that there have been no improvements to the Real Estate which are not either included in full in the determination of the most recent Real Estate tax assessment. Notwithstanding anything to the contrary contained in this contract, Seller represents that to the best of Seller's knowledge, all heating, central cooling, ventilating, electrical and plumbing fixtures and systems on the Real Estate and all equipment to be transferred to Buyer pursuant to this contract are in working order and will be so at the time of closing.

Seller represents that, to the best of Seller's knowledge, there are not now, nor have there been, any underground storage tanks located on the Property and no chemicals or toxic waste have been stored or disposed of on the Property, except for: none

Buyer Initial _____	Buyer Initial _____	Seller Initial _____	Seller Initial _____
Address <u>1313 175th St. Homewood IL 60430</u>			

16 none, and  
17 Property has not been cited for any violation of any Federal, State, County or local environmental law, ordinance or regulation and the Property is not  
18 located within any designated legislative "superfund" area, except for: none

19  
20 Seller represents that neither Seller nor Seller's agent has received notice of any dwelling zoning, building, fire and health code violations which  
21 exists on the date of this contract from any city, village, or other governmental authority.

22 11. LEASES: Seller will not enter into or extend any leases with respect to the Real Estate from and after the date Seller signs this contract without  
23 the express prior written consent of Buyer. ~~All security deposits, damage deposits, or other deposits in the possession of Seller, including interest~~  
24 ~~earned, if applicable, shall be assigned to Buyer at the time of closing. Seller is required to deliver assignments of leases and Rent Rolloff to Buyer at~~  
25 ~~the time of closing. Seller shall deliver to Buyer, within five (5) business days after the Date of Acceptance, true and correct copies of all leases,~~  
26 ~~schedule of expenses, survey, and real estate taxes; this contract is subject to Buyer's review and approval of same within ten (10) business days from~~  
27 ~~Date of Acceptance. If written notice of Buyer's disapproval is not served within ten (10) business days after Date of Acceptance, this provision shall~~  
28 ~~be deemed waived by the Buyer and this contract shall remain in full force and effect. Seller shall provide fully executed tenant estoppel certificates~~  
29 ~~prior to closing.~~

30 12. TITLE: At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within customary time limitations and  
31 sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title commitment for an ALTA title insurance policy in the amount of  
32 the Purchase Price with extended coverage by a title company licensed to operate in the State of Illinois, issued on or subsequent to the Date of  
33 Acceptance, subject only to items listed in Paragraph 2. The requirement of providing extended coverage shall not apply if the Real Estate is vacant  
34 land. The commitment for title insurance furnished by Seller will be presumptive evidence of good and merchantable title as therein shown, subject  
35 only to the exceptions therein stated. If the title commitment discloses unpermitted exceptions, or if the Plat of Survey shows any encroachments  
36 which are not acceptable to Buyer, then Seller shall have said exceptions or encroachments removed, or have the title insurer commit to insure  
37 against loss or damage that may be caused by such exceptions or encroachments. If Seller fails to have unpermitted exceptions waived or title insured  
38 over prior to Closing, Buyer may elect to take the title as it then is, with the right to deduct from the Purchase Price prior encumbrances of a definite  
39 or ascertainable amount. Seller shall furnish Buyer at Closing an Affidavit of Title covering the date of Closing, and shall sign any other customary  
40 forms required for issuance of an ALTA 2006 Insurance Policy.

41 13. PERFORMANCE: Time is of the essence of this Contract. In any action with respect to this Contract, the Parties are free to pursue any legal  
42 remedies at law or in equity and the prevailing Party in litigation shall be entitled to collect reasonable attorney fees and costs from the non-  
43 Prevailing Party as ordered by a court of competent jurisdiction. There shall be no disbursement of earnest money unless Escrowee has been provided  
44 written agreement from Seller and Buyer. Absent an agreement relative to the disbursement of earnest money within a reasonable period of time,  
45 Escrowee may deposit funds with the Clerk of the Circuit Court by the filing of an action in the nature of interpleader. Escrowee shall be reimbursed  
46 from the earnest money for all costs, including reasonable attorney fees, related to the filing of the interpleader action. Seller and Buyer shall  
47 indemnify and hold Escrowee harmless from any and all conflicting claims and demands arising under this paragraph.

48 14. NOTICE: All Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to any one of a  
49 multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:  
50 (a) By personal delivery of such Notice; or  
51 (b) By mailing of such Notice to the addresses recited herein by regular mail and by certified mail, return receipt requested. Except as  
52 otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or  
53 (c) By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that the Notice  
54 transmitted shall be sent on Business Days during Business Hours. In the event fax Notice is transmitted during non-business hours, the  
55 effective date and time of Notice is the first hour of the next Business Day after transmission; or  
56 (d) By sending e-mail transmission. Notice shall be effective as of date and time of e-mail transmission, provided that the Notice transmitted  
57 shall be sent during Business Hours, and provided further that the recipient provides written acknowledgment to the sender of receipt of the  
58 transmission (by e-mail, facsimile, regular mail or commercial overnight delivery). In the event e-mail Notice is transmitted during non-  
59 business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or  
60 (e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following deposit with the  
61 overnight delivery company.

62 15. BUSINESS DAYS/HOURS: Business Days are defined as Monday through Friday, excluding Federal holidays. Business Hours are defined as  
63 8:00 A.M. to 6:00 P.M. Chicago time.

64 16. FACSIMILE: Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract.

65 17. DAMAGE TO REAL ESTATE PRIOR TO CLOSING: If, prior to delivery of the deed, the Real Estate shall be destroyed or materially  
66 damaged by fire or other casualty, or the Real Estate is taken by condemnation, then Buyer shall have the option of either terminating this Contract  
67 (and receiving a refund of earnest money) or accepting the Real Estate as damaged or destroyed, together with the proceeds of the condemnation  
68 award or any insurance payable as a result of the destruction or damage, which gross proceeds Seller agrees to assign to Buyer and deliver to Buyer  
69 at closing. Seller shall not be obligated to repair or replace damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of  
70 the State of Illinois shall be applicable to this Contract, except as modified in this paragraph.

71 18. PLAT OF SURVEY: Prior to closing, Seller shall furnish at Seller's expense an ALTA-ACSM survey certified to Buyer, Buyer's lender (if  
72 any) and title insurance company dated not more than six (6) months prior to Date of Acceptance by a licensed land surveyor showing the location of  
73 the improvements thereon (including fences separating the Real Estate from adjoining properties) and showing all encroachments, if any. If the  
74 survey discloses improper location of improvements or encroachments and Seller is unable to obtain title insurance protection for the benefit of  
75 Buyer against loss resulting from such improper locations or encroachment, Buyer may, at his option, declare this contract to be null and void.  
76 Providing all existing improvements (including fences) and encroachments, if any, appear on the survey thus furnished, Buyer shall bear the cost of  
77 any later date survey which may be required by Buyer's lender or desired by Buyer.

78 19. BILL OF SALE: All of the items of personal property shall be transferred to Buyer by delivery at closing of Bill of Sale without warranty of  
79 merchantability or fitness for particular purpose.

Buyer Initial \_\_\_\_\_ Buyer Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_  
Address 1313 175th St. Homewood IL 60430

- 10 **20. CLEAN CONDITION:** Seller shall remove all debris from the Real Estate and improvements by date of possession. Buyer shall have the right
- 11 to inspect the Real Estate and improvements prior to closing to verify that the Real Estate, improvements and included personal property are in
- 12 substantially the same condition as of the date of Seller's acceptance of this contract, normal wear and tear excepted.
- 13 **21. MUNICIPAL ORDINANCES:** Seller shall comply with the terms of any municipal ordinance relating to the transaction contemplated herein
- 14 for the municipality in which the Real Estate is located and shall provide to Buyer at closing evidence of compliance with such ordinances. Transfer
- 15 taxes required by local ordinance shall be paid by the party designated in such ordinance. Seller shall pay any transfer tax imposed by state law.
- 16 **22. SPECIAL FLOOD HAZARD AREA:** Buyer shall have the option to declare this Contract null and void if the Real Estate is located in a
- 17 special flood hazard area which requires Buyer to carry flood insurance. If written notice of the option to declare this Contract null and void is
- 18 not given to Seller within ten (10) Business Days after Date of Acceptance or within the term specified in Paragraph 3 (whichever is later),
- 19 Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect.
- 20 **23. TAX LAW COMPLIANCE:** Seller agrees to provide to the Internal Revenue Service the Sale of Real Estate 1099 form as required by law.
- 21 This contract and the transaction described herein may be subject to the provisions of the Foreign Investment in Real Property Tax Act of 1980 and
- 22 all amendments thereto (the "Act"). Seller and Buyer shall execute or cause to be executed all documents and take or cause to be taken all actions
- 23 necessary in order that Buyer shall have no liability, either actual or potential, under the Act. Parties are cautioned that the Real Estate may be
- 24 situated in a municipality that has adopted a pre-closing inspection requirement, municipal Transfer Tax or other similar ordinances. Transfer taxes
- 25 required by municipal ordinance shall be paid by the party designated in such ordinance.
- 26 **24. CAPTIONS:** Captions are not intended to limit the terms contained after said caption and are not part of the contract.
- 27 **25. TAX-DEFERRED EXCHANGE:** Seller and Buyer agree to cooperate in any applicable tax-deferred Exchange, and shall
- 28 execute all documents with respect thereto at their own expense, pursuant to the applicable provisions of the Internal Revenue Code,
- 29 as amended from time to time.

**Optional Provisions (Applicable ONLY if Initialed by All Parties)**

1 **26. \_\_\_\_\_ CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously consented to  
2 \_\_\_\_\_ (Licensee) acting as a Dual Agent in providing brokerage services on their  
3 behalf and specifically consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this contract.

4 **27. \_\_\_\_\_ RIDERS:** The terms of Rider(s) Option to Purchase Real Estate attached  
5 hereto are made a part hereof.

6 **28. \_\_\_\_\_ TRANSACTIONS NOT CONTINGENT ON FINANCING: IF EITHER OF THE FOLLOWING ALTERNATIVE**  
7 **OPTIONS IS SELECTED, THE PROVISIONS OF THE FINANCING PARAGRAPH 3 SHALL NOT APPLY [CHOOSE ONLY ONE]:**

8 a) \_\_\_\_\_ **Transaction With No Mortgage (All Cash):** If this selection is made, Buyer will pay at closing, in the form of "Good Funds"  
9 the difference (plus or minus prorations) between the Purchase Price and the amount of the Earnest Money deposited pursuant to Paragraph 1 above.  
10 Buyer represents to Seller, as of the Date of Offer, that Buyer has sufficient funds available to satisfy the provisions of this paragraph. Buyer agrees to  
11 verify the above representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to Seller, Seller's  
12 attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds to close. Buyer understands and agrees that, so  
13 long as Seller has fully complied with Seller's obligations under this Contract, any act or omission outside of the control of Seller, whether intentional  
14 or not, that prevents Buyer from satisfying the balance due from Buyer at closing, shall constitute a material breach of this Contract by Buyer. The  
15 Parties shall share the title company escrow closing fee equally.

16 ~~b) \_\_\_\_\_ **Transaction, Mortgage Allowed:** If this selection is made, Buyer will pay at closing in the form of "Good Funds" the~~  
17 ~~difference (plus or minus prorations) between the Purchase Price and the amount of the Earnest Money deposited pursuant to Paragraph 1 above.~~  
18 ~~Buyer represents to Seller, as of the Date of Offer, that Buyer has sufficient funds available to satisfy the provisions of this paragraph. Buyer agrees to~~  
19 ~~verify the above representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to Seller, Seller's~~  
20 ~~attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds to close. Notwithstanding such representation,~~  
21 ~~Seller agrees to reasonably and promptly cooperate with Buyer so that Buyer may apply for and obtain a mortgage loan or loans including but not~~  
22 ~~limited to providing access to the Real Estate to satisfy Buyer's obligations to pay the balance due (plus or minus prorations) to close this transaction.~~  
23 ~~Such cooperation shall include the performance in a timely manner of all of Seller's pre-closing obligations under this Contract. This Contract shall~~  
24 ~~NOT be contingent upon Buyer obtaining financing. Buyer understands and agrees that, so long as Seller has fully complied with Seller's~~  
25 ~~obligations under this Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from satisfying the~~  
26 ~~balance due from Buyer at Closing shall constitute a material breach of this Contract by Buyer. Buyer shall pay the title company escrow closing fee.~~

17 THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND  
18 DELIVERED TO THE PARTIES OR THEIR AGENTS.

19 \_\_\_\_\_  
20 Date of Offer  
21 \_\_\_\_\_  
22 Buyer Signature  
23 \_\_\_\_\_  
24 Buyer Signature  
25 Village of Homewood  
26 Print Buyer(s) Name(s) [Required]  
27 an Illinois municipal corporation  
28 Corporation/Limited Liability Corporation (LLC)  
29 Richard A. Hofeld, Village President  
30 By - Print Name  
31 2020 Chestnut Rd.  
32 Address  
33 Homewood IL 60430  
34 City State Zip  
35 708-206-3377  
36 Phone E-mail

\_\_\_\_\_  
DATE OF ACCEPTANCE  
\_\_\_\_\_  
Seller Signature  
\_\_\_\_\_  
Seller Signature  
\_\_\_\_\_  
Print Seller(s) Name(s) [Required]  
\_\_\_\_\_  
Corporation/Limited Liability Corporation (LLC)  
\_\_\_\_\_  
By - Print Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City State Zip  
\_\_\_\_\_  
Phone E-mail

17 FOR INFORMATION ONLY

18 \_\_\_\_\_  
19 Selling Office MLS #  
20 \_\_\_\_\_  
21 Buyer's Designated Agent MLS #  
22 \_\_\_\_\_  
23 Phone Fax  
24 \_\_\_\_\_  
25 E-mail  
26 Christopher J. Cummings chris@cjcumingslaw.com  
27 Buyer's Attorney E-mail  
28 708-799-7575 708-809-2234  
29 Phone Fax  
30 \_\_\_\_\_  
31 Mortgage Company Phone/Fax

\_\_\_\_\_  
Listing Office MLS #  
\_\_\_\_\_  
Listing Designated Agent MLS #  
\_\_\_\_\_  
Phone Fax  
\_\_\_\_\_  
E-mail  
\_\_\_\_\_  
Seller's Attorney E-mail  
\_\_\_\_\_  
Phone Fax  
\_\_\_\_\_  
Management Co./Other Contact Phone/Fax

32 This Contract Approved by the DuPage County Bar Association.

33 Seller Rejection: This offer was presented to Seller on \_\_\_\_\_, 20\_\_ at \_\_\_\_:\_\_\_\_ AM/PM  
34 and rejected on \_\_\_\_\_, 20\_\_ at \_\_\_\_:\_\_\_\_ AM/PM \_\_\_\_\_ (Seller Initials).