MEETING AGENDA



Board of Trustees Meeting

Village of Homewood April 26, 2022

Meeting Start Time: 7:00 PM

Village Hall Board Room

2020 Chestnut Road, Homewood, IL

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

Please see last page of agenda for virtual meeting information.

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

<u>Consider</u> a motion to approve the minutes from the regular meeting of the Board of Trustees held on April 12, 2022.

Claims List:

<u>Consider</u> a motion to approve the Claims List of Tuesday, April 26, 2022 in the amount of \$886,482.92.

- 7. Hear from the Audience
- 8. Appointment(s):

Consider a motion to approve the appointment of Elizabeth Castaneda to the Planning and Zoning Commission for a five-year term ending on April 26, 2027.

- Presentation(s): President Hofeld will issue the following Proclamations:
 - A. Designating June 3, 2022 as Gun Violence Awareness Day in the Village of Homewood.
 - B. Designating April 29, 2022 as Arbor Day in the Village of Homewood.
- 10. <u>Omnibus Vote</u>: Consider a motion to pass, approve, authorize, accept, or award the following item(s):
 - M-2217/Outdoor Liquor Permit Renewals and Exceptions: Approve the renewal of the outdoor liquor permits for eight liquor licensees and accommodate their request to waive certain exceptions allowing local businesses to offer outdoor dining options to their customers.
 - B. M-2218/Budget Adoption/FY 2022-2023: Pass an ordinance adopting the annual budget (Program of Services) for the fiscal year beginning May 1, 2022 and ending April 30, 2023, for the Village of Homewood based on the Public Hearing, which was part of the April 26, 2022 Board of Trustees meeting.

- C. Bid Award/Bituminous Mixes/Gallagher Materials: Award the bid for Bituminous Mixes to Gallagher Materials of Thornton, IL, the lowest responsible bidder, at the price of \$61 per ton for Surface mix, \$57 per ton for Binder mix, and \$129 per ton for Cold Patch mix, in an amount not to exceed \$35,000.
- <u>D.</u> Bid Award/Concrete Flatwork/Strada Construction Company: Award a bid for Concrete Flatwork to Strada Construction Company of Addison, IL, the lowest responsible bidder, based on the unit prices submitted in an amount not to exceed \$119,010.
- Contract/Custodial Services/EcoClean Maintenance, Inc.: Award a contract for custodial services to EcoClean Maintenance, Inc. of Elmhurst, IL, the lowest responsible bidder, in an amount not to exceed \$51,480.
- F. Bid Award/Crushed Limestone/Shepley Motor Express: Award the bid for crushed limestone to Shepley Motor Express, of Thornton, IL, the lowest responsible bidder, at the prices of \$12.50 per ton for CA6; \$17.75 per ton for 1" stone; and \$17.75 per ton for 2" stone, in an amount not to exceed \$44,750.
- G. Contract/Street Sweeping Services/Illinois Central Sweeping: Authorize the Village President to execute a contract with Illinois Central Sweeping of Blue Island, IL, the lowest responsible bidder, for contract sweeping services for five residential and 15 commercial sweeps, between May 1, 2022 and April 30, 2023, in an amount not-to-exceed \$8,525 per residential sweep and \$810 per commercial sweep.
- H. Bid Awards/Tree Services: Award a bid for tree removal (\$30/inch), stump removal (\$17/inch), spot trimming (\$225/tree), and emergency tree removal services (\$500/hour) to Homer Tree Care of Lockport, IL, the lowest responsible bidder, in an amount not to exceed \$113,000; and, award a bid for sectional tree trimming (\$92/tree) to Winkler's Tree Service of LaGrange Park, IL, the lowest responsible bidder, in an amount not to exceed \$75,000.
- Contract Renewal/Pavement Marking/Traffic Control Company: Approve the renewal of a pavement marking contract with the Traffic Control Company of Chicago Heights, IL in an amount not to exceed \$120,000.
- J. Scavenger Licenses/Renewal FY 2022-23: Approve the renewal of the Scavenger licenses for Homewood Disposal, Allied Waste Transportation, Inc., and Waste Management, Inc.; and the Limited Scavenger licenses for Midway Building Supply, Tri-State Disposal, and Total Disposal.
- K. R-3110/Purchase and Sale Agreements/17900 Dixie Highway and 2066 Ridge Road: Pass a resolution authorizing the Village President to enter into two (2) real estate purchase contracts with Virginia A. Budny, seller for 17900 Dixie Highway and 2066 Ridge Road for a total sale price of \$1,160,000; and, authorize the Village President, Village Manager, Village Attorney and other necessary Village officials to take all actions required to complete the purchase and acquisition of the properties as provided in the real estate purchase contracts.

11. Old Business:

- Homewood Brewing, LLC d/b/a Homewood Brewing Company/18225 Dixie
 Highway: Consider the following actions regarding the property at 18225 Dixie Highway:
- M-2219: Pass an ordinance approving a plat consolidating five nonconforming parcels into a single conforming parcel;

- ii. M-2220: Pass an ordinance granting a special use permit for operation of a craft brewery and a zoning variance to reduce the amount of required parking lot landscaping;
- iii. Approve a redevelopment agreement with Homewood Brewing, LLC d/b/a Homewood Brewing Company for reimbursement of TIF eligible expenses.
- iv. R-3111: Pass a resolution supporting a Cook County Class 8 incentive for the property.
- 12. General Board Discussion
- 13. Adjourn

.....

Zoom Link: https://zoom.us/

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

VILLAGE OF HOMEWOOD BOARD OF TRUSTEES MEETING TUESDAY APRIL 12, 2022 VILLAGE HALL BOARD ROOM

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

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

<u>ROLL CALL:</u> Clerk Marilyn Thomas called the roll. Those present were Village President Richard Hofeld, Trustee Lisa Purcell, Trustee Cece Belue, Trustee Karen Washington, Trustee Vivian Harris-Jones, Trustee Lauren Roman, and Trustee Jay Heiferman.

President Hofeld introduced staff present: Village Manager Napoleon Haney, Assistant Village Manager Justine Bruno, Attorney Christopher Cummings, Director of Finance Dennis Bubenik, Director of Public Works John Schaefer, Director of Economic Development Angela Mesaros, Fire Chief Bob Grabowski and Police Chief Denise McGrath.

<u>MINUTES:</u> The minutes of the meeting of March 22, 2022, were presented. There were no comments or corrections.

A motion was made by Trustee Purcell and seconded by Trustee Washington to approve the minutes as presented.

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

<u>CLAIMS LIST:</u> The Claims List in the amount of \$1,158,498.19 was presented. There were no questions from the Trustees.

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

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

President Hofeld said three items totaled 55 percent of the Claims List: \$122,387.16 to Burns & McDonnell Engineers for work on the water source conversion project; \$260,629.23 for April health insurance for Village employees; \$265,539 payment to Washington Park Plaza under a sales tax reimbursement agreement.

<u>HEAR FROM THE AUDIENCE</u>: President Hofeld invited anyone in the audience to discuss any item not on the agenda. Clerk Thomas read two letters received by the Village from residents who raised concerns about the speeding on Harwood Avenue just south of 183rd Street. One writer requested a flashing light or some type of warning sign that the road curves. President Hofeld asked Public Works Director Schaefer to look into what's possible for signage there.

<u>OMNIBUS VOTE</u>: The board was asked to consider a motion to pass, approve, authorize, accept, or award the following item(s):

- A. M-2215/Lot Variance/2044 183rd Street: Pass an ordinance granting the property owner the ability to build a home on a vacant lot located at 2044 183rd Street in Homewood.
- B. R-3104/Agreement/Regional Transportation Authority: Authorize the Village President to enter into a technical assistance agreement with the Regional Transportation Authority for a Technical Assistance Agreement for the Homewood TOD Plan.
- C. Serial Raffle License/Queen of Hearts/Glenwood Academy: Authorize the issuance of a Serial Raffle license, subject to an approved background check, to Glenwood Academy with the following exceptions: 1) Extend the ticket sales timeframe from the 90-day maximum to 1- year maximum; 2) Waive the capped/maximum prize value of \$5,000, or allow an increase up to \$2,000,000.
- D. M-2216/Special Use/Variance/ Parking Garage/17400 Halsted: Pass an ordinance granting a special use permit and variation to allow construction of a parking deck at 17400 Halsted Street.
- E. R-3105/Class 8 Tax Incentive/17450 Halsted Street: Pass a resolution in support of a Cook County Class 8 incentive for PURPOSE Illinois 1, LLC doing business as Chick-fil-A located at 17450 Halsted Street.
- F. Budget Amendment/Waive Competitive Bidding/Emergency Sewer Repair/ Sunset Sewer & Water: Approve a budget amendment in the amount of \$33,000 for the emergency repair of a sanitary sewer; waive competitive bidding due to an emergency repair; and, authorize payment for the work performed by Sunset Sewer & Water Inc. of Frankfort, IL to repair a collapsed sanitary sewer line on Perth Avenue for an amount not to exceed \$33.000.
- G. R-3106/R-3107/R-3108/R-3109/Redevelopment Agreement/Class 8 Tax Incentives/17715- 17825 Halsted Street: Authorize the Village President to enter into a redevelopment agreement with DIKA Homewood LLC, owner of 17715 -17825 Halsted Street, for a rebate of sales tax revenues generated by the new Burlington store over a four-year period (estimated to be approximately \$200,000); and, pass four (4) separate resolutions in support of Cook County Class 8 incentives for 17715 Halsted Street, 17729 Halsted Street, 17805 Halsted Street, and 17825 Halsted Street.

President Hofeld said Item E would be voted on separately.

Before the vote, a resident at 2060-183rd Street voiced her concerns about granting a variance as stipulated in Item A. She said her yard is flooded after severe rains and is concerned any building on the now vacant lot will cause additional flooding for her. Public Works Director John Schaefer said tying the storm sewer in during construction could help alleviate some of the flooding.

Trustee Heiferman said he wants assurances the developer will be doing no harm with the development, and Trustee Purcell asked if the developer could consider some type of retention to eliminate runoff.

A motion was made by Trustee Purcell and seconded by Trustee Roman to approve the Omnibus Report Items A-B-C-D-F-G as presented.

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

During discussion on Item E, Trustee Heiferman said Chick-Fil-A should have asked for the Class 8 tax waiver when the company first came before the board. He said the business has annual revenue of \$6 million and he doesn't believe the business should be given a hardship designation for the Cook County tax waiver.

President Hofeld said the Class 8 tax designation is an Illinois leveler to keep taxes low, as compared to neighboring Indiana, and a way to keep businesses in Cook County.

A motion was made by Trustee Purcell and seconded by Trustee Harris-Jones to approve Item E as presented.

<u>Roll Call:</u> AYES—Trustees Purcell, Belue, Washington, Harris-Jones, and Roman. NAYS – Heiferman. Motion carried.

NEW BUSINESS: Discussion of the draft budget for FY2022-23.

Finance Director Bubenik gave an overview of the proposed \$43,346,341 budget reflecting a three percent increase over last year. He anticipates the Village collecting \$5.7 million in sales tax, and other tax and fines collections will also be up. The Village will get revenue from the new casino, but he doesn't believe it will be a revenue source until 2025. He expects the proposed budget will be balanced with a fund balance of \$76,289.

He said this would be the first time the budget would include a contingency fund for emergency expenses. The budget reflects a one percent set-aside of approximately \$230,000.

He reported that 79 percent of the budget covers expenses for the public works, police, fire and manager's offices. The Water/Sewer Fund will need to be replenished. The balance-on-hand is dropping to cover the cost of the water source project, but Bubenik said because the Village went in 2005 to a "pay as you go" philosophy it had enough money to cover the work. The Village received additional funding through the Rebuild Illinois program, but labor shortages and higher gas prices are reducing the village's options for additional street paving.

Bubenik told trustees each department head had input into the budget, and he thanked them for their work.

The board and the public will have time to offer input in the coming weeks. The formal budget hearing will be on April 26 before the Village Board meeting. Bubenik also announced that the draft budget will be on display for public review beginning April 15, 2022 on the Village's website and at the Village Clerk's office.

Trustees thanked Bubenik and his team and department heads for their efforts on the proposed budget.

GENERAL BOARD DISCUSSION: None.

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

<u>Roll Call:</u> AYES—Trustees Purcell, Belue, Washington, Harris-Jones ,and Roman. NAYS – Heiferman. Motion carried.

The meeting adjourned at 7:35 p.m.

Respectfully submitted,

Marilyn Thomas

Village Clerk

Name	Description	DEPARTMENT	Net Invoice Amount
AARON MEYER	BOOT REIMBURSEMENT- MEYER	PUBLIC WORKS	417.00
Total AARON MEYER:			417.00
AMERICAN LAWN CORP.	PROPERTY CLEAN UP AT 18926 JODI TERRACE	FIRE DEPARTMENT	1,405.00
Total AMERICAN LAWN COR	RP.:		1,405.00
AMERICAN PRINTING TECHNO	YEARLY VEHICLE STICKER PROJECT	MANAGER'S OFFICE	8,610.78
Total AMERICAN PRINTING	TECHNOLOGIES INC:		8,610.78
ARAMARK UNIFORM SERVICE ARAMARK UNIFORM SERVICE	MARCH 2022 SERVICE CHARGE MARCH 2022 TOWELS MARCH 2022 RUGS/MATS MARCH 2022 UNIFORM ALLOWANCE	PUBLIC WORKS	30.64 44.00 1,232.56 35.48 32.92 197.56 161.79 65.28
Total ARAMARK UNIFORM S	SERVICE:		1,800.23
ASHLEY DODSON	WATER DEPOSIT REFUND	ASSETS	65.32
Total ASHLEY DODSON:			65.32
AUTO PALACE INC	ACCIDENT REPAIR CODE ENFORCEMENT PICKUP	PUBLIC WORKS	1,083.55
Total AUTO PALACE INC:			1,083.55
AVALON PETROLEUM COMPAN AVALON PETROLEUM COMPAN AVALON PETROLEUM COMPAN	FUEL INVENTORY DIESEL 04-01-2022 VEHICLE MAINTENANCE MOBIL OIL 55 GALLONS FUEL INVENTORY GASOLINE 04-01-2022	ASSETS PUBLIC WORKS ASSETS	1,888.34 1,750.10 9,617.40
Total AVALON PETROLEUM	COMPANY:		13,255.84
B. ALLAN GRAPHICS	OFFICE SUPPLIES	MANAGER'S OFFICE	1,040.00
Total B. ALLAN GRAPHICS:			1,040.00
BLUE COLLAR SUPPLY COMPA	WORK BOOTS (CORREA)	PUBLIC WORKS	170.99
Total BLUE COLLAR SUPPL	Y COMPANY:		170.99
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES - FD	FIRE DEPARTMENT	200.46
Total BOUND TREE MEDICA	AL LLC:		200.46
BRAVO SERVICES, INC. BRAVO SERVICES, INC.	CUSTODIAL SERVICE CUSTODIAL SERVICE	PUBLIC WORKS PUBLIC WORKS	1,900.00 120.00
Total BRAVO SERVICES, IN	C.:		2,020.00
BRITES TRANSPORATION, LTD	STONE	PUBLIC WORKS	3,388.83

Name	Description	DEPARTMENT	Net Invoice Amount
Total BRITES TRANSPORAT	ΓΙΟΝ, LTD:		3,388.83
BRUNOS TUCKPOINTING	TUCKPOINTING L&M BUILDING	PUBLIC WORKS	3,495.00
Total BRUNOS TUCKPOINT	ING:		3,495.00
BULTEMA FARMS & GREENHO	MANDEVILLA PLANTS	PUBLIC WORKS	196.00
Total BULTEMA FARMS & G	REENHOUSE INC:		196.00
C & M PIPE SUPPLY C & M PIPE SUPPLY	MANHOLE SUPPLIES OPERATING SUPPLIES	PUBLIC WORKS PUBLIC WORKS	510.00 1,583.00
Total C & M PIPE SUPPLY:			2,093.00
CHICAGO COMMUNICATIONS L	POLICE DEPT RADIO CABLE	PUBLIC WORKS	13.00
Total CHICAGO COMMUNIC	CATIONS LLC:		13.00
CHICAGO DEFENDER PUBLISH	RECRUITMENT	MANAGER'S OFFICE	350.00
Total CHICAGO DEFENDER	PUBLISHING CO:		350.00
CITY OF HARVEY WATER CITY OF HARVEY WATER CITY OF HARVEY WATER CITY OF HARVEY WATER	MARCH WATER PURCHASED 13-15 MARCH WATER PURCHASED 13-15 MARCH WATER PURCHASED 13-16 MARCH WATER PURCHASED 13-16	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	58,572.17 97,559.30 58,572.17 108,091.43
Total CITY OF HARVEY WA	TER:		322,795.07
CIVIC SYSTEMS LLC	WATER BILLING TRAINING	PUBLIC WORKS	3,000.00
Total CIVIC SYSTEMS LLC:			3,000.00
COMMUNITY FIREFIGHTERS	MEMBERSHIPS	FIRE DEPARTMENT	192.00
Total COMMUNITY FIREFIG	HTERS:		192.00
COMPASS MINERALS AMERICA	MATERIALS & CHEMICALS	PUBLIC WORKS	3,618.92
Total COMPASS MINERALS	AMERICA INC. :		3,618.92
COOK COUNTY CLERK	RECORDING FEES - VA	MANAGER'S OFFICE	2,288.00
Total COOK COUNTY CLER	K:		2,288.00
CORE & MAIN LP CORE & MAIN LP CORE & MAIN LP	WATER MAIN REPAIR PARTS WATER METERS WATER METERS	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	2,125.81 2,870.00 2,870.00
Total CORE & MAIN LP:			7,865.81
DACAV GRAPHICS INC	BREATHING APPARTUS	FIRE DEPARTMENT	336.00
Total DACAV GRAPHICS IN	C:		336.00

Report dates: 4/26/2022

Name	Description	DEPARTMENT	Net Invoice Amount
DMC SECURITY SERVICE DMC SECURITY SERVICE	ALARM MONITORING SERVICES ALARM MONITORING SERVICES	PUBLIC WORKS PUBLIC WORKS	66.00 132.00
Total DMC SECURITY SERV	VICE:		198.00
DOUGLAS SCHULDT	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	1,644.53
Total DOUGLAS SCHULDT:			1,644.53
EIGHNERS FLORIST	PROMOTIONAL MATERIALS	FIRE DEPARTMENT	160.00
Total EIGHNERS FLORIST:			160.00
EJ USA, INC. EJ USA, INC.	HYDRANTS WATER MAIN PARTS	PUBLIC WORKS PUBLIC WORKS	16,707.63 927.60
Total EJ USA, INC.:			17,635.23
FAIRMEADOWS HOME HEALTH	MEDICAL SUPPLIES - FD	FIRE DEPARTMENT	105.00
Total FAIRMEADOWS HOM	E HEALTH CENTER:		105.00
FEDERAL EXPRESS FEDERAL EXPRESS	EXPRESS POSTAGE FEES - EXPRESS POSTAGE FEES -	MANAGER'S OFFICE MANAGER'S OFFICE	35.75 32.92
Total FEDERAL EXPRESS:			68.67
FIRST MIDWEST BANK/FIRE FIRST MIDWEST BANK/FIRE FIRST MIDWEST BANK/FIRE	OFFICE SUPPLIES MEMBERSHIPS OPERATING SUPPLIES	FIRE DEPARTMENT FIRE DEPARTMENT FIRE DEPARTMENT	60.76 99.99 50.00
Total FIRST MIDWEST BAN	K/FIRE:		210.75
FIRST MIDWEST BANK/MGRS	PLANNER RECRUITMENT LUNCH MEETING COMMISSION NAMEPLATE MISCELLANEOUS ILCMA CONFERENCE ILCMA CONFERENCE TELEPHONE/INTERNET 183RD AND STEWART MONTHLY APPLE MUSIC SUBSCRIPTION WEBCAM PLANNER RECRUITMENT PLANNER RECRUITMENT MONTHLY & ANNUAL ZOOM HF CHRONICLE AD	MANAGER'S OFFICE	175.00 79.16 21.49 100.00 487.72 225.00 149.00 9.99 64.99 100.00 295.00 189.90 316.00
FIRST MIDWEST BANK/MGRS	FARMERS MARKET HF CHRONICLE AD PLANNER RECRUITMENT INSPECTOR RECRUITMENT INSPECTOR RECRUITMENT TV SERVICE PD TV SERVICE VILLAGE HALL PHONE/INTERNET BCTC PHONE/INTERNET L&M INTERNET SERVICES SCIENCE CENTER FAX/SCADA LINES PW	MANAGER'S OFFICE	316.00 75.00 399.00 35.00 4.20 6.30 238.69 203.64 151.85 250.64

Report dates: 4/26/2022

Name	Description	DEPARTMENT	Net Invoice Amount
FIRST MIDWEST BANK/MGRS	FAX LINES VH	MANAGER'S OFFICE	154.00
FIRST MIDWEST BANK/MGRS	FAX LINES PD/FD	MANAGER'S OFFICE	90.32
Total FIRST MIDWEST BAN	K/MGRS:		4,222.88
FIRST MIDWEST BANK/POLICE	MONTHLY SHREDDING	POLICE DEPARTMENT	184.50
FIRST MIDWEST BANK/POLICE	MONTHLY SHREDDING	POLICE DEPARTMENT	184.50
FIRST MIDWEST BANK/POLICE	OPERATING SUPPLIES	POLICE DEPARTMENT	117.99
FIRST MIDWEST BANK/POLICE	BACKGROUND CHECKS	POLICE DEPARTMENT	325.75
FIRST MIDWEST BANK/POLICE	PD ENVELOPES	POLICE DEPARTMENT	396.00
FIRST MIDWEST BANK/POLICE	MOTOR VEHICLE IMPOUND FORMS	POLICE DEPARTMENT	191.90
FIRST MIDWEST BANK/POLICE	OFFICE SUPPLIES	POLICE DEPARTMENT	202.33
FIRST MIDWEST BANK/POLICE	OFFICE SUPPLIES	POLICE DEPARTMENT	150.95
FIRST MIDWEST BANK/POLICE	OFFICE SUPPLIES	POLICE DEPARTMENT	75.45
FIRST MIDWEST BANK/POLICE	OFFICE SUPPLIES	POLICE DEPARTMENT	7.60
FIRST MIDWEST BANK/POLICE	OFFICE SUPPLIES	POLICE DEPARTMENT	308.28
FIRST MIDWEST BANK/POLICE	OFFICE SUPPLIES	POLICE DEPARTMENT	28.54
FIRST MIDWEST BANK/POLICE	OFFICE SUPPLIES	POLICE DEPARTMENT	267.11
FIRST MIDWEST BANK/POLICE	CREDIT FOR UNDELIVERED ITEM	POLICE DEPARTMENT	75.23-
FIRST MIDWEST BANK/POLICE	STREAMLIGHT PORTABLE SCENE LIGHT	POLICE DEPARTMENT	733.99
FIRST MIDWEST BANK/POLICE	CHAIRS	POLICE DEPARTMENT	399.96
Total FIRST MIDWEST BAN	K/POLICE:		3,499.62
FIRST MIDWEST BANK/PUBLIC	TRAINING	PUBLIC WORKS	85.00
FIRST MIDWEST BANK/PUBLIC	TRAINING	PUBLIC WORKS	285.00
FIRST MIDWEST BANK/PUBLIC	WATER SERVICE	PUBLIC WORKS	118.35
FIRST MIDWEST BANK/PUBLIC	FILTERS	PUBLIC WORKS	101.88
FIRST MIDWEST BANK/PUBLIC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	174.77
FIRST MIDWEST BANK/PUBLIC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	275.20
FIRST MIDWEST BANK/PUBLIC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	98.82
FIRST MIDWEST BANK/PUBLIC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	1,482.00
FIRST MIDWEST BANK/PUBLIC	REPAIR PARTS	PUBLIC WORKS	116.60
FIRST MIDWEST BANK/PUBLIC	FLAGGER BOOKLETS - TRAINING	PUBLIC WORKS	1,832.14
FIRST MIDWEST BANK/PUBLIC	OIL ABSORBENT SOCK	PUBLIC WORKS	248.05
FIRST MIDWEST BANK/PUBLIC	BEAUTIFICATION PAPER	PUBLIC WORKS	194.30
FIRST MIDWEST BANK/PUBLIC	MEMBERSHIP	PUBLIC WORKS	175.00
Total FIRST MIDWEST BAN	K/PUBLIC WORKS:		5,187.11
FLEET SAFETY SUPPLY	VEHICLE PARTS	FIRE DEPARTMENT	91.20
Total FLEET SAFETY SUPP	LY:		91.20
FORD OF HOMEWOOD	POLICE DEPT UTILITY OIL FILTERS	PUBLIC WORKS	58.68
FORD OF HOMEWOOD	POLICE DEPT UTILITY BRAKES	PUBLIC WORKS	1,225.28
FORD OF HOMEWOOD	VEHICLE MAINTENANCE PARTS RETURN CREDIT	PUBLIC WORKS	1,225.28-
FORD OF HOMEWOOD	POLICE DEPT UTILITY AXLE SHAFT	PUBLIC WORKS	226.87
FORD OF HOMEWOOD	POLICE DEPT UTILITY ENGINE BELT	PUBLIC WORKS	27.00
FORD OF HOMEWOOD	POLICE DEPT UTILITY BRAKES	PUBLIC WORKS	147.24
FORD OF HOMEWOOD	POLICE DEPT UTILITY BRAKES	PUBLIC WORKS	99.98
FORD OF HOMEWOOD	L&M DEPT DUMP SEAT SIDE COVERS	PUBLIC WORKS	172.27
FORD OF HOMEWOOD	POLICE DEPT UTILITY SEAT SIDE COVER	PUBLIC WORKS	74.43
FORD OF HOMEWOOD	POLICE DEPT UTILITY WIPER MOTOR	PUBLIC WORKS	80.75
FORD OF HOMEWOOD	POLICE DEPT UTILITY ALTERNATOR	PUBLIC WORKS	397.50
FORD OF HOMEWOOD	POLICE DEPT UTILITY ENGINE BOLTS	PUBLIC WORKS	11.24

Name	Description	DEPARTMENT	Net Invoice Amount
FORD OF HOMEWOOD	PW DEPT ACCIDENT REPAIR ADMIN TAHOE	PUBLIC WORKS	13,255.79
Total FORD OF HOMEWOO	D:		14,564.23
G.F.O.A. G.F.O.A.	YEARLY MEMBERSHIP YEARLY MEMBERSHIPS	MANAGER'S OFFICE MANAGER'S OFFICE	150.00 340.00
Total G.F.O.A.:			490.00
GFC LEASING	COPIER/PRINTER LEASE - MO	MANAGER'S OFFICE	944.24
Total GFC LEASING:			944.24
GLENN B JAROL	SHOP SUPPLIES	PUBLIC WORKS	315.35
Total GLENN B JAROL:			315.35
GORDON FLESCH CO, INC	MONTHLY PRINTING FEES ALL COPY MACHINES	MANAGER'S OFFICE	708.83
Total GORDON FLESCH CO), INC:		708.83
GRAINGER INC GRAINGER INC GRAINGER INC	OPEN HOUSE VEHICLE MAINT DEPT CORDLESS DIE GRINDER BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	310.02 203.48 28.72
Total GRAINGER INC:			542.22
HELSEL JEPPERSON ELECTRI HELSEL JEPPERSON ELECTRI HELSEL JEPPERSON ELECTRI HELSEL JEPPERSON ELECTRI	LIFT STATION SUPPLIES ELECTRICAL SUPPLIES PLUG ENDS ELECTRICAL SUPPLIES	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	360.00 13.53 112.50 33.07
Total HELSEL JEPPERSON	ELECTRICAL:		519.10
HISKES, DILLNER, O'DONNELL	CONTRACTING/CONSULTING	MANAGER'S OFFICE	1,630.00
Total HISKES, DILLNER, O'D	DONNELL:		1,630.00
HOME CLEANING CENTER OF	OPERATING SUPPLIES - FD	FIRE DEPARTMENT	270.00
Total HOME CLEANING CEN	NTER OF AM:		270.00
HOMEWOOD DISPOSAL HOMEWOOD DISPOSAL	STREET SWEEP FROM MAIN BREAK MARCH 2022 MONTHLY CHARGES	PUBLIC WORKS PUBLIC WORKS	117.59 627.68
Total HOMEWOOD DISPOS	AL:		745.27
HOMEWOOD PUBLIC LIBRARY	FY 2022 SHARE OF PPRT	ASSETS	25,218.53
Total HOMEWOOD PUBLIC	LIBRARY:		25,218.53
HY TEST SAFETY SHOE SERVI	WORK BOOTS (JABAAY)	PUBLIC WORKS	116.99
Total HY TEST SAFETY SHO	DE SERVICE:		116.99
IL DEPT OF AGRICULTU IL DEPT OF AGRICULTU	MELANIE PESTICIDE LICENSE BRYON PESTICIDE LICENSE	PUBLIC WORKS PUBLIC WORKS	60.00 60.00

Name	Description	DEPARTMENT	Net Invoice Amount
IL DEPT OF AGRICULTU	KATIE PESTICIDE LICENSE	PUBLIC WORKS	60.00
Total IL DEPT OF AGRICULT	ΓU:		180.00
ILLINOIS OFFICE OF THE ATTO	SEX OFFENDER REGISTRATION FEES	POLICE DEPARTMENT	60.00
Total ILLINOIS OFFICE OF 1	THE ATTORNEY GENERAL:		60.00
ILLINOIS STATE POLICE	SEX OFFENDER REGISTRATION FEES	POLICE DEPARTMENT	60.00
Total ILLINOIS STATE POLIC	CE:		60.00
ILLINOIS TOLLWAY	ILLINOIS TOLLWAY TOLLS	PUBLIC WORKS	46.60
Total ILLINOIS TOLLWAY:			46.60
IMBERT INTERNATIONAL	HVAC REPAIRS - PW	PUBLIC WORKS	104.39
Total IMBERT INTERNATION	NAL:		104.39
INVERIS TRAINING SOLUTIONS	ANNUAL RANGE SERVICE	POLICE DEPARTMENT	1,795.00
Total INVERIS TRAINING SO	DLUTIONS, INC.:		1,795.00
JONES PARTS & SERVICE INC	WATER DEPT DUMP COOLANT SURGE TANK	PUBLIC WORKS	591.21
Total JONES PARTS & SER	VICE INC:		591.21
KELLY MISNER	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	39.99
Total KELLY MISNER:			39.99
KEVIN W SHAUGHNESSY	POLYGRAPH FOR FD	MANAGER'S OFFICE	230.00
Total KEVIN W SHAUGHNES	SSY:		230.00
LANDS' END BUSINESS	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	242.80
Total LANDS' END BUSINES	SS:		242.80
LAW OFFICE OF DENNIS G GIA	ADMINISTRATIVE HEARING OFFICER	MANAGER'S OFFICE	525.00
Total LAW OFFICE OF DENI	NIS G GIANOPOLUS:		525.00
LBM TOOLS LLC LBM TOOLS LLC LBM TOOLS LLC	VEHICLE MAINT DEPT SOCKETS SOCKETS RATCHET	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	24.25 194.45 186.50
Total LBM TOOLS LLC:			405.20
LEEPS SUPPLY CO INC LEEPS SUPPLY CO INC	PLUMBING REPAIRS - PW PLUMBING REPAIRS - PW	PUBLIC WORKS PUBLIC WORKS	19.62 36.30
Total LEEPS SUPPLY CO IN	IC:		55.92
LOTT #1 INC	PRISONER MEALS	POLICE DEPARTMENT	231.49

Page: 6

Name	Description	DEPARTMENT	Net Invoice Amount
Total LOTT #1 INC:			231.49
M E SIMPSON CO INC	FIRE HYDRANT FLOW TESTING/GPS	PUBLIC WORKS	38,850.00
Total M E SIMPSON CO INC	<u>:</u>		38,850.00
MACQUEEN EQUIPMENT, LLC	VEHICLE PARTS	FIRE DEPARTMENT	94.38
Total MACQUEEN EQUIPME	ENT, LLC:		94.38
MAREN RONAN	LOBBYING SERVICES	MANAGER'S OFFICE	3,000.00
Total MAREN RONAN:			3,000.00
MCMASTER CARR SUPPLY	BLDG MAINT SUPPLIES - PW	PUBLIC WORKS	318.00
Total MCMASTER CARR SL	JPPLY:		318.00
MEDICAL REIMBURSEMENT SE	COLLECTION SERVICE / AMB FEES	ASSETS	106.82
Total MEDICAL REIMBURS	EMENT SERVICES:		106.82
MENARDS INC	OPERATING SUPPLIES BUILDING MAINT SUPPLIES BUILDING MAINT SUPPLIES WATER PLANT SUPPLIES BUILDING MAINT SUPPLIES TRUCK SUPPLIES BUILDING MAINT SUPPLIES L&M KITCHEN BUILDING MAINT SUPPLIES OPERATING SUPPLIES L&M DEPT SPRAY TANKS CASTER WHEELS BUILDING MAINT SUPPLIES BUILDING MAINT SUPPLIES SHOP SUPPLIES BUILDING MAINT SUPPLIES SHOP CLEANING SUPPLIES VEHICLE MAINT DEPT ELECTRICAL CORD BUILDING MAINT SUPPLIES	FIRE DEPARTMENT PUBLIC WORKS	190.36 37.73 85.76 31.07 187.24 64.23 45.72 205.43 22.98 2.58 120.79 208.69 139.36 47.34 43.95 151.84 6.59 17.98 19.56 47.65 11.92 14.98 20.97 17.28
Total MENARDS INC:			1,742.00
MICHAEL BARTELSEN	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	334.58
Total MICHAEL BARTELSEN	N:		334.58
MICHAEL CHMIELEWSKI	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	640.05

QUARTERMASTER-UNIFORMS-PD

QUARTERMASTER-UNIFORMS-PD

FLASHLIGHTS

O'HERRON CO

O'HERRON CO

O'HERRON CO

166.00

471.96

285.98

POLICE DEPARTMENT

POLICE DEPARTMENT

POLICE DEPARTMENT

Name	Description	DEPARTMENT	Net Invoice Amount
O'HERRON CO O'HERRON CO O'HERRON CO	QUARTERMASTER-UNIFORMS-PD QUARTERMASTER-UNIFORMS-PD QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT POLICE DEPARTMENT POLICE DEPARTMENT	81.98 891.36 795.76
Total O'HERRON CO:			5,960.07
PAMELA WALKER	WATER DEPOSIT REFUND	ASSETS	72.53
Total PAMELA WALKER:			72.53
PITNEY BOWES	POSTAGE MACHINE SERVICE	MANAGER'S OFFICE	350.04
Total PITNEY BOWES:			350.04
RAYMOND PRESNAK	80% MEDICARE SUPPLEMENT RIEMBURSEMENT	MANAGER'S OFFICE	297.84
Total RAYMOND PRESNAK:			297.84
RED WING BUSINESS ADVANT	() PAIR SAFETY SHOES - PW	PUBLIC WORKS	500.00
Total RED WING BUSINESS	ADVANTAGE:		500.00
RELIANCE SAFETY LANE & SE RELIANCE SAFETY LANE & SE RELIANCE SAFETY LANE & SE	VEHICLE SAFETY INSPECTION - PW VEHICLE MAINT - FD VEHICLE SAFETY INSPECTION - PW	PUBLIC WORKS FIRE DEPARTMENT PUBLIC WORKS	67.50 49.50 95.00
Total RELIANCE SAFETY LA	ANE & SERVICE:		212.00
REPUBLIC SERVICES	OFFICE SUPPLIES DISPOSABLES	FIRE DEPARTMENT	65.35
Total REPUBLIC SERVICES	:		65.35
RICH CONSTRUCTION INC	BOARD UP SERVICE 3055 183RD	FIRE DEPARTMENT	864.10
Total RICH CONSTRUCTION	N INC:		864.10
RONALD J. NIXON RONALD J. NIXON RONALD J. NIXON	QUARTERMASTER-UNIFORMS-PD CIU OPERATING SUPPLIES CIU OPERATING SUPPLIES	POLICE DEPARTMENT POLICE DEPARTMENT POLICE DEPARTMENT	15.00 316.94 270.00
Total RONALD J. NIXON:			601.94
RR MULCH & SOIL, LLC RR MULCH & SOIL, LLC RR MULCH & SOIL, LLC RR MULCH & SOIL, LLC	POLYMERIC SAND GRASS SEED LANDSCAPE RAKE PALLETS OF SOIL	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	290.00 1,242.00 44.00 593.90
Total RR MULCH & SOIL, LL	.C:		2,169.90
SAFETY KLEEN	VEHICLE MAINT DEPT PARTS WASHER SERVICE	PUBLIC WORKS	337.47
Total SAFETY KLEEN:			337.47
SARA FASO	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	398.91
Total SARA FASO:			398.91

Name	Description	DEPARTMENT	Net Invoice Amount
SARAH JOHANNA MEEKS	CONTRACTUAL SERVICES 3/27-4/16/22	MANAGER'S OFFICE	999.00
Total SARAH JOHANNA ME	EKS:		999.00
SEBIS - POSTAGE	SEBIS POSTAGE MARCH 2022	PUBLIC WORKS	2,605.03
Total SEBIS - POSTAGE:			2,605.03
SEBIS DIRECT, INC	SEBIS DIRECT APRIL 2022	PUBLIC WORKS	722.78
Total SEBIS DIRECT, INC:			722.78
Sensit Technologies, LLC	OPERATING SUPPLIES	FIRE DEPARTMENT	191.72
Total Sensit Technologies, LI	LC:		191.72
SIRCHIE FINGER PRINT LABS	EVIDENCE SUPPLIES	POLICE DEPARTMENT	81.94
Total SIRCHIE FINGER PRII	NT LABS:		81.94
SiteOne LANDSCAPE SUPPLY L	TREFLAN PRE-M	PUBLIC WORKS	196.50
Total SiteOne LANDSCAPE	SUPPLY LLC:		196.50
SOUND INCORPORATED	MONTHLY HOSTING SVCS FOR ALL VILLAGE DEPTS	MANAGER'S OFFICE	495.00
Total SOUND INCORPORAT	ED:		495.00
SOUTH SUBURBAN HUMANE S	ANIMAL IMPOUND FEES	POLICE DEPARTMENT	300.00
Total SOUTH SUBURBAN H	UMANE SOCIETY:		300.00
SOUTH SUBURBAN PADS	PADS CONTRIBUTION	ASSETS	289.00
Total SOUTH SUBURBAN P	ADS:		289.00
SUNSET SEWER & WATER, INC	EMERGENCY SANITARY SEWER REPAIR	PUBLIC WORKS	31,826.51
Total SUNSET SEWER & W.	ATER, INC:		31,826.51
SUPERIOR PUMPING SERVICE	WATER PLANT 2 - PUMP 3 REPAIR	PUBLIC WORKS	2,243.80
Total SUPERIOR PUMPING	SERVICES LLC:		2,243.80
TERMINAL SUPPLY COMPANY TERMINAL SUPPLY COMPANY TERMINAL SUPPLY COMPANY	VEHICLE MAINT ELECTRICAL REPAIR CONNECTORS VEHICLE MAINT ELECTRICAL REPAIR CONNECTORS VEHICLE MAINT ELECTRICAL CONNECTORS	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	202.38 430.68 92.83
Total TERMINAL SUPPLY C	OMPANY:		725.89
THE EAGLE UNIFORM CO, INC THE EAGLE UNIFORM CO, INC THE EAGLE UNIFORM CO, INC	QUARTERMASTER-UNIFORMS-PD QUARTERMASTER-UNIFORMS-PD QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT POLICE DEPARTMENT POLICE DEPARTMENT	243.00 87.00 85.00
Total THE EAGLE UNIFORM	1 CO, INC:		415.00
THE STUTTLEY GROUP, LLC	ADMINISTRATIVE HEARING OFFICER	MANAGER'S OFFICE	2,100.00

Name	Description	DEPARTMENT	Net Invoice Amount
Total THE STUTTLEY GROU	JP, LLC:		2,100.00
THOMAS JOHNSON	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	171.74
Total THOMAS JOHNSON:			171.74
THORN CREEK BASIN SAN DIS THORN CREEK BASIN SAN DIS	LATE PMT PENALTIES CHARGED TO CUSTOMERS TCBSD REVENUE PAYOUT	ASSETS ASSETS	1,814.29 74,578.83
Total THORN CREEK BASIN	I SAN DISTRICT:		76,393.12
TJ CONEVERA'S INC	AMMO	POLICE DEPARTMENT	2,164.00
Total TJ CONEVERA'S INC:			2,164.00
TRL TIRE SERVICE	POLICE DEPT PATROL TIRE	PUBLIC WORKS	141.44
Total TRL TIRE SERVICE:			141.44
TRONC	LEGAL NOTICES	MANAGER'S OFFICE	760.51
Total TRONC:			760.51
USA BLUEBOOK USA BLUEBOOK USA BLUEBOOK USA BLUEBOOK	VEHICLE MAINT DEPT DISPOSABLE LATEX GLOVES VEHICLE MAINT DEPT SCRUBBING WIPES CHLORINE SAMPLE SUPPLIES LANDSCAPE IRRIGATION SUPPLIES	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	323.94 161.52 412.16 250.63
Total USA BLUEBOOK:			1,148.25
VERIZON CONNECT NWF INC.	NETWORK FLEET GPS PLOW TRUCKS	PUBLIC WORKS	249.47
Total VERIZON CONNECT N	IWF INC.:		249.47
VERIZON WIRELESS	MOBILE PHONE SERVICE-ALL DEPTS	MANAGER'S OFFICE	1,726.74
Total VERIZON WIRELESS:			1,726.74
VINCENT STARKS VINCENT STARKS	QUARTERMASTER-UNIFORMS-PD QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT POLICE DEPARTMENT	242.85 25.00
Total VINCENT STARKS:			267.85
WAREHOUSE DIRECT OFFICE WAREHOUSE DIRECT OFFICE WAREHOUSE DIRECT OFFICE WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES OFFICE SUPPLIES-FIN OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	PUBLIC WORKS MANAGER'S OFFICE MANAGER'S OFFICE PUBLIC WORKS PUBLIC WORKS	48.57 61.84 173.99 113.77 68.68
Total WAREHOUSE DIRECT	OFFICE PDTS:		466.85
WEST SIDE TRACTOR SALES	STREET DEPT BACKHOE REAR WINDOW	PUBLIC WORKS	347.91
Total WEST SIDE TRACTOR	R SALES:		347.91
WEX	MARCH FSA FEE	MANAGER'S OFFICE	301.75

Net nvoice Amount
301.75
47,904.00
47,904.00
6,395.00
6,395.00
100.00
100.00
886,482.92
886,482.92

2022 PROCLAMATION DECLARING THE FIRST FRIDAY IN JUNE TO BE NATIONAL GUN VIOLENCE AWARENESS DAY

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

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

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

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

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

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

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

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

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

WHEREAS, in January 2013, Hadiya Pendleton was tragically shot and killed at age 15; and on June 3, 2022 to recognize the 25th birthday of Hadiya Pendleton (born: June 2, 1997), people across the United States will recognize National Gun Violence Awareness Day and wear orange in tribute to - (1) Hadiya Pendleton and other victims of gun violence; and (2) the loved ones of those victims; and

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

WHEREAS, anyone can join this campaign by pledging to wear orange on June 3rd, the first Friday in June in 2022, to help raise awareness about gun violence; and

WHEREAS, by wearing orange on June 3, 2022 Americans will raise awareness about gun violence and honor the lives of gun violence victims and survivors; and

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

NOW, THEREFORE BE IT RESOLVED, that Village President Richard Hofeld of the Village of Homewood declares the first Friday in June, June 3, 2022, to be National Gun Violence Awareness Day. I encourage all citizens to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.

IN WITNESS WHEREOF I HAVE SET MY HAND AND
CAUSED THE SEAL OF THE VILLAGE OF HOMEWOOD TO BE
AFFIXED HERETO THIS 26TH DAY OF APRIL, 2022
Village President

ARBOR DAY PROCLAMATION

- WHEREAS, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and
- WHEREAS, this holiday called *Arbor Day*, was first observed with the planting of more than a million trees in Nebraska, and *Arbor Day* is now observed throughout the nation and the world, and
- WHEREAS, trees reduce the erosion of important topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and
- WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and
- WHEREAS, trees add value to Village homes and roadways, enhance the vitality and aesthetics of surrounding businesses, and beautify our community; and
- WHEREAS, trees, wherever they are planted, are a source of ecological renewal, and

WHEREAS, in April of 2022, the Village of Homewood will be recognized by the National Arbor Day Foundation as a Tree City USA for the *twenty-fourth* year.

NOW, THEREFORE, *I. Richard A. Hofeld, Village President*, do hereby proclaim April 29, 2022 as

ARBOR DAY

in the $Village\ of\ Homewood$, and urge all citizens to celebrate $\mathcal{A}rbor\ \mathcal{D}ay$ and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 26th day of April, 2022.

Village President
Village of Homewood, Cook County, Illinois

VILLAGE OF HOMEWOOD



BOARD AGENDA MEMORANDUM

DATE OF MEETING: April 26, 2022

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Dennis Bubenik, Director of Finance

Topic: Renewal of Outdoor Liquor Permits

PURPOSE

Each year, the renewal applications for Permits for Outdoor Sale of Alcoholic Beverages require Board approval.

PROCESS

The following establishments desire a Permit for Outdoor Sale of Alcoholic Beverages, and any exceptions they have requested are noted as follows:

<u>Applicant</u>: Grady's Snack and Drive, LLC, d/b/a/Grady's Snack N Dine, 18147 Harwood Avenue <u>Special condition</u>: None

<u>Applicant</u>: M&R 89, Inc., d/b/a Cilantro Mexican Restaurant, 18755 Dixie Highway <u>Special condition</u>: Permit the use of radios, TV broadcasts, and music until 11:00 p.m. on Friday and Saturday.

<u>Applicant</u>: Mayberry Inc., d/b/a The Fifth Quarter Press Room and Eatery, 18105 Dixie Highway <u>Special condition</u>: Permit the use of radios, TV broadcasts, and music; and serving alcohol and food until 1:00 a.m. Sunday through Thursday and until 2:00 a.m. on Saturday and Sunday.

<u>Applicant</u>: Ridgewood Liquor Store and Tap, Inc. 2059 Ridge Road <u>Special condition</u>: Permit the use of radios, TV broadcasts, and music; and serving alcohol and food until 1:00 a.m., Sunday through Thursday and until 2:00 a.m. on Saturday and Sunday.

<u>Applicant</u>: Tack & Jibe, Inc., d/b/a Lassen's Sports Bar & Grill, 2131 183rd <u>Special condition</u>: Permit the use of radios, TV broadcasts and music until 11:00 p.m., Monday through Sunday; and to serve alcohol and food until Midnight, Sunday through Thursday and until 1:00 a.m. on Saturday and Sunday.

VILLAGE OF HOMEWOOD



<u>Applicant</u>: AMC Homewood, Inc., d/b/a Buffalo Wild Wings Grill and Bar, 17510 Halsted <u>Special condition</u>: Permit the use of radios, TV broadcasts and music until Midnight, Sunday through Saturday; and to serve alcohol and food until Midnight, Sunday through Thursday.

Applicant: Rabid Brewing, 17759 Bretz

<u>Special condition</u>: Permit the use of radios, TV broadcasts, and music until Midnight on Friday and Saturday. Permit the access into the adjacent outdoor sales area from outside the permanent structure.

Applicant: Maple Tree Inn, Inc., 18849 Dixie

Special condition: None

OUTCOME

Approve the renewal of the outdoor liquor permits for eight liquor licensees and accommodate their request to waive certain exceptions allowing local businesses to offer outdoor dining options to their customers.

FINANCIAL IMPACT

Funding Source: N/ABudgeted Amount: N/A

Cost: N/A

LEGAL REVIEW

Completed

RECOMMENDED BOARD ACTION

Pass an ordinance approving the requested exceptions; and approve the issuance of eight Permits for Sale of Alcoholic Beverages Outdoor, valid from May 1, 2022 to April 30, 2023 upon payment of the permit fee.

ATTACHMENT(S)

- Outdoor Liquor Renewal Applications
- Ordinance allowing exceptions



VILLAGE OF HOMEWOOD 2020 Chestnut Road Homewood, Illinois 60430 (708) 798-3000

1. Name of Liquor Licensee: Grady's Snack + Drive LCC
2. Business Location of Licensee: 18147 HUWOOD THE HENDWOOD IN
40430
3. Type of Liquor License currently held by licensee:
Village of Homewood Liquor License Number: 19-13
4. A. Have any changes been made to the outdoor sales area in the past year? ☐ Yes ☐ No If yes, please attach site sketch or drawing with this application.
B. Description of outdoor sales area.
Covered and Fenced in Seating Aveg
C. Is the outdoor sales area located entirely on private property? Yes No
D. Is the outdoor sales area located entirely within the boundaries of the property covered by your liquor license? ✓ Yes □ No
5. How will customers enter and exit the outdoor sales area?
Customers will enter a exit through a
door inside the restaurant.
6. Will there be a fence around the outdoor sales area? X Yes No
If yes, how tall will the fence be and of what material will it be constructed?
The Fince is about 4 ft and made of
You rods.

devices in the	outdoor sales area?	Yes 🗆	No
If yes,	at what time will the use of	of such devices ceas	se? tpm
8. What are the	he proposed hours of oper	ation for the outdoo	r sales area? $\frac{7am-7pm}{}$
9. What will	be the seating capacity in t	the outdoor sales are	ea? 50 Seats
		•	property used as a school, hospital, ouses or children? Yes No
	tdoor sales area located wi ligious educational program		uilding used as a church, for worship No
***	*******	******	******
Illinois, and the applicant will States, the States	ne Village of Homewood a not permit his or her emp	as they relate to the sloyees or agents to uge of Homewood in	vs of the United States, the State of sale of alcoholic liquors, and that the violate any of the laws of the United the conduct of the business for which
above statemedisclose such already issued	ents, answers and attachme willful misrepresentations I, the outdoor liquor sales	ents. The applicant and/or falsification permit will be subje	
Signature:	× 1		
Printed Name	Antonio Ram		
Title:	Nanoiger		Date: 4/7/22
FOR VILLA	AGE USE: Board of Tr		approved with special conditions listed Rejected
Ву:			
1	Village Clerk		Date



VILLAGE OF HOMEWOOD 2020 Chestnut Road Homewood, Illinois 60430 (708) 798-3000

u o oo a allala alantro
1. Name of Liquor Licensee: MtR 89 mc. dba chantro
2. Business Location of Licensee: 18755 DIXTE HUY Restauran
3. Type of Liquor License currently held by licensee:
Village of Homewood Liquor License Number:
4. A. Have any changes been made to the outdoor sales area in the past year? <u>If yes</u> , please attach site sketch or drawing with this application.
B. Description of outdoor sales area.
outdoor seating area for prestourant
Outdoor seating area for 12 or more
C. Is the outdoor sales area located entirely on private property? Yes No
D. Is the outdoor sales area located entirely within the boundaries of the property covered by your liquor license?
5. How will customers enter and exit the outdoor sales area?
threw indoor entrace + exit
6. Will there be a fence around the outdoor sales area? No If yes, how tall will the fence be and of what material will it be constructed?
- fenced in parties garage due
endoses

7. Will there be any radios, televisions, devices for broadcasting music, or other noise producing devices in the outdoor sales area? Yes No
If yes, at what time will the use of such devices cease?
music whents
8. What are the proposed hours of operation for the outdoor sales area? 10 - 10 UEO VCO
10-9 Sundays + 10-11 welkends
9. What will be the seating capacity in the outdoor sales area?
10. Is the outdoor sales area located within 100 feet of any property used as a school, hospital, home for aged or indigent persons, or for veterans, their spouses or children? ☐ Yes ☐ No
11. Is the outdoor sales area located within 100 feet of a building used as a church, for worship services or religious educational programs?

AFFIDAVIT The applicant certifies that he or she is familiar with the laws of the United States, the State of Illinois, and the Village of Homewood as they relate to the sale of alcoholic liquors, and that the applicant will not permit his or her employees or agents to violate any of the laws of the United States, the State of Illinois, or the Village of Homewood in the conduct of the business for which an outdoor liquor sales permit is desired.
The applicant also certifies that there are no willful misrepresentations in, or falsifications of the above statements, answers and attachments. The applicant is aware that should an investigation disclose such willful misrepresentations and/or falsifications, the application will be rejected or if already issued, the outdoor liquor sales permit will be subject to revocation.
Signature:
Printed Name Pour Gama
Title: Date: 4/11/2000
FOR VILLAGE USE: Board of Trustees Action: □ Approved with special conditions listed □ Rejected
By:
Village Clerk Date



VILLAGE OF HOMEWOOD 2020 Chestnut Road Homewood, Illinois 60430 (708) 798-3000

1	. Na	me of Liquor Licensee: May become the
2	. Bu	me of Liquor Licensee: May box the siness Location of Licensee: 18105 Apr Hwy
3	. T y]	pe of Liquor License currently held by licensee:
	7	Village of Homewood Liquor License Number:
4.	Α.	Have any changes been made to the outdoor sales area in the past year? <u>If yes</u> , please attach site sketch or drawing with this application.
	B.	Description of outdoor sales area.
	C. D.	Is the outdoor sales area located entirely on private property?
5.	Ноч	www.will customers enter and exit the outdoor sales area? Food 1812 Establishment
6.	Wil	If yes, how tall will the fence be and of what material will it be constructed? Way 46 Asych

7. Will there be any radios, televisions, devices for broadcasting music, or other noise producing devices in the outdoor sales area? Yes No
If yes, at what time will the use of such devices cease?
8. What are the proposed hours of operation for the outdoor sales area?
Same and Liverson
9. What will be the seating capacity in the outdoor sales area? 20-24
10. Is the outdoor sales area located within 100 feet of any property used as a school, hospital, home for aged or indigent persons, or for veterans, their spouses or children? Yes
11. Is the outdoor sales area located within 100 feet of a building used as a church, for worship services or religious educational programs?

AFFIDAVIT The applicant certifies that he or she is familiar with the laws of the United States, the State of Illinois, and the Village of Homewood as they relate to the sale of alcoholic liquors, and that the applicant will not permit his or her employees or agents to violate any of the laws of the United States, the State of Illinois, or the Village of Homewood in the conduct of the business for which an outdoor liquor sales permit is desired.
The applicant also certifies that there are no willful misrepresentations in, or falsifications of the above statements, answers and attachments. The applicant is aware that should an investigation disclose such willful misrepresentations and/or falsifications, the application will be rejected or if already issued, the outdoor liquor sales permit will be subject to revocation.
Signature:
Printed Name STONE DEMIN
Title: Date: 3/3//22
FOR VILLAGE USE: Board of Trustees Action: □ Approved with special conditions listed □ Rejected
By: Date



VILLAGE OF HOMEWOOD 2020 Chestnut Road Homewood, Illinois 60430 (708) 798-3000

Renewal Application for Permit to Sell Alcoholic Beverages Outdoors

1.	Name of Liquor Licensee: RIDGEWOOD GOUGE STOPE TAP, 7	
2.	Business Location of Licensee: 2059 RIDGE ED Homewood	
3.	Type of Liquor License currently held by licensee:	IU
	Village of Homewood Liquor License Number:	
4.	A. Have any changes been made to the outdoor sales area in the past year? Yes Yes Yes Yes	
	B. Description of outdoor sales area.	
	AHACheo DIAGRAM	
	 C. Is the outdoor sales area located entirely on private property? ✓ Yes □ No D. Is the outdoor sales area located entirely within the boundaries of the property covered by your liquor license? ✓ Yes □ No 	
5.	How will customers enter and exit the outdoor sales area?	
	See Attaches Disgram.	
6.	Will there be a fence around the outdoor sales area? Yes No	
	If yes, how tall will the fence be and of what material will it be constructed?	
	S Foot MADE OF TRON	-
		•

1

7. Will there be any radios, televisions, devices for broadcasting music, or other noise producing devices in the outdoor sales area? —Yes □ No
If yes, at what time will the use of such devices cease? At Closing 67 the Bar Business
8. What are the proposed hours of operation for the outdoor sales area? 12 00 p.m = 17.
Surpay thry Thursday AN 17:00 pm - ZA.m Friday: SAturbay.
9. What will be the seating capacity in the outdoor sales area?
10. Is the outdoor sales area located within 100 feet of any property used as a school, hospital, home for aged or indigent persons, or for veterans, their spouses or children? Yes
11. Is the outdoor sales area located within 100 feet of a building used as a church, for worship services or religious educational programs?

AFFIDAVIT The applicant certifies that he or she is familiar with the laws of the United States, the State of Illinois, and the Village of Homewood as they relate to the sale of alcoholic liquors, and that the applicant will not permit his or her employees or agents to violate any of the laws of the United States, the State of Illinois, or the Village of Homewood in the conduct of the business for which an outdoor liquor sales permit is desired.
The applicant also certifies that there are no willful misrepresentations in, or falsifications of the above statements, answers and attachments. The applicant is aware that should an investigation disclose such willful misrepresentations and/or falsifications, the application will be rejected or if already issued, the outdoor liquor sales permit will be subject to revocation.
Signature: June A. Rigson
Printed Name JUDITH A. #1665
Title: Presipent Date: 3/17/2022
FOR VILLAGE USE: Board of Trustees Action: ☐ Approved with special conditions listed ☐ Rejected
By: Date

Item 10. A. STAIRS BACK 0000 BUILBING te 0" ENTRY -1 33



VILLAGE OF HOMEWOOD 2020 Chestnut Road Homewood, Illinois 60430 (708) 798-3000

	Name of Liquor Licensee: Lassen's TAD	
2.	Business Location of Licensee: 2131 183rd St Housand I (604)	30
3.	Гуре of Liquor License currently held by licensee: (а 5 # 1	
	Village of Homewood Liquor License Number: No 21-02	
4.	A. Have any changes been made to the outdoor sales area in the past year? Yes No If yes, please attach site sketch or drawing with this application.	
	Partially covered Roof and Pergola area	
	Is the outdoor sales area located entirely on private property?	
	Is the outdoor sales area located entirely within the boundaries of the property covered by your liquor license? Yes No	
5.	How will customers enter and exit the outdoor sales area?	
	Entrance is through the main har entrance. Exits are located at the front and sear of the patio	
6.	Will there be a fence around the outdoor sales area? ☐ Yes ☐ No	
	If yes, how tall will the fence be and of what material will it be constructed? The transfer fence w/gate	

7. Will there be any radios, televisions, devices for broadcasting music, or other noise producing devices in the outdoor sales area?	
If yes, at what time will the use of such devices cease?	
<u> </u>	
8. What are the proposed hours of operation for the outdoor sales area?	
Monday & thursday Han to \$12:00 am Freday i Sat. Ham to 1:00 cm / Suday Han to	
	/ Cam
9. What will be the seating capacity in the outdoor sales area? \(\sum_{O} - \cap{5} \)10. Is the outdoor sales area located within 100 feet of any property used as a school, hospital,	
home for aged or indigent persons, or for veterans, their spouses or children? Yes No	
11. Is the outdoor sales area located within 100 feet of a building used as a church, for worship services or religious educational programs? \[\textstyle \text{Yes} \text{No} \]	

AFFIDAVIT The applicant certifies that he or she is familiar with the laws of the United States, the State of Illinois, and the Village of Homewood as they relate to the sale of alcoholic liquors, and that the applicant will not permit his or her employees or agents to violate any of the laws of the United States, the State of Illinois, or the Village of Homewood in the conduct of the business for which an outdoor liquor sales permit is desired.	
The applicant also certifies that there are no willful misrepresentations in, or falsifications of the above statements, answers and attachments. The applicant is aware that should an investigation	
disclose such willful misrepresentations and/or falsifications, the application will be rejected or if already issued, the outdoor liquor sales permit will be subject to revocation.	
Signature:	
Printed Name Wris Rieckerman	
Title:	
FOR VILLAGE USE: Board of Trustees Action: □ Approved with special conditions listed □ Rejected	
By: Uillage Clerk Date	



VILLAGE OF HOMEWOOD 2020 Chestnut Road Homewood, Illinois 60430 (708) 798-3000

Renewal Application for Permit to Sell Alcoholic Beverages Outdoors

1. Name of Liquor Licensee: AMC Homewood, Inc dba Buffals Wild W.
2. Business Location of Licensee: 17510 Halstend Homewood IL 60430
3. Type of Liquor License currently held by licensec: Out dow
Village of Homewood Liquor License Number: State 1A-0108086
4. A. Have any changes been made to the outdoor sales area in the past year? Yes No If yes, please attach site sketch or drawing with this application.
B. Description of outdoor sales area.
4 Tables 4 quest each max la guests
2 emergency exits-one double door leading to bear
C. Is the outdoor sales area located entirely on private property? Yes 11 No
 D. Is the outdoor sales area located entirely within the boundaries of the property covered by your liquor license? ✓ Yes □ No
5. How will customers enter and exit the outdoor sales area?
Through bar area using double doors to
reach Patio.
6. Will there be a fence around the outdoor sales area? Yes \(\text{No} \)
If yes, how tall will the fence be and of what material will it be constructed?
4 feat Zinches Made of Iron/steal

1

Continued on back.....

7. Will there be any radios, televisions, devices for broadcasting music, or other noise producing devices in the outdoor sales area? OYes No
If yes, at what time will the use of such devices cease? Speakers to
broadcast music and sports events
Will cease at 12am.
8. What are the proposed hours of operation for the outdoor sales area? 10m - 11pm
9. What will be the seating capacity in the outdoor sales area? 10005
10. Is the outdoor sales area located within 100 feet of any property used as a school, hospital home for aged or indigent persons, or for veterans, their spouses or children? Yes
11. Is the outdoor sales area located within 100 feet of a building used as a church, for worship services or religious educational programs?

The applicant certifies that he or she is familiar with the laws of the United States, the State of Illinois, and the Village of Homewood as they relate to the sale of alcoholic liquors, and that the applicant will not permit his or her employees or agents to violate any of the laws of the United States, the State of Illinois, or the Village of Homewood in the conduct of the business for which an outdoor liquor sales permit is desired.
The applicant also certifies that there are no willful misrepresentations in, or falsifications of the above statements, answers and attachments. The applicant is aware that should an investigation disclose such willful misrepresentations and/or falsifications, the application will be rejected or if already issued, the outdoor liquor sales permit will be subject to revocation.
January J. M.
Printed Name Jelki)) iak 1/12 (00)
Fitle: Box Manager Date: $3/24/22$
FOR VILLAGE USE: Board of Trustees Action: □ Approved with special conditions listed □ Rejected
Ву:
Village Clerk Date

Item 10. A.



VILLAGE OF HOMEWOOD 2020 Chestnut Road Homewood, Illinois 60430 (708) 798-3000

Renewal Application for Permit to Sell Alcoholic Beverages Outdoors

1. Name of Liquor Licensee: Rabid Godlic - Rabid Brewing LIC
1. Name of Liquor Licensee: Rabid God (CC - Rabid Brewing CC) 2. Business Location of Licensee: 17759 Bretz Drive Homewood
3. Type of Liquor License currently held by licensee:
Village of Homewood Liquor License Number: 2/-3/
4. A. Have any changes been made to the outdoor sales area in the past year? — Yes — No — If yes, please attach site sketch or drawing with this application.
B. Description of outdoor sales area.
pgrass field on the north side of building
C. Is the outdoor sales area located entirely on private property? Yes \(\sigma\) No
D. Is the outdoor sales area located entirely within the boundaries of the property covered by your liquor license? ☐ Yes ☐ No
5. How will customers enter and exit the outdoor sales area?
through a gate near the business's main door
business's main door
6. Will there be a fence around the outdoor sales area? Yes \(\sigma\) No
If yes, how tall will the fence be and of what material will it be constructed?
to foot chain link panels will renclose the area.
renclose the area.

7. Will there be any radios, televisions, devices for broadcasting music, or other noise prodevices in the outdoor sales area?	ducing
If yes, at what time will the use of such devices cease? Blue toothe Sp	eakus
If yes, at what time will the use of such devices cease? Blue tooth sp. provide jukebox music.during our hours.	open
8 What are the proposed hours of operation for the outdoor sales area?	
4-10 Pm Blon-Thurs, 12-12 Fri	& Sat,
4-10 Pm Blon - Thurs, 12-12 Fri. 12-9 Sunday	
9. What will be the seating capacity in the outdoor sales area?	
10. Is the outdoor sales area located within 100 feet of any property used as a school, hos home for aged or indigent persons, or for veterans, their spouses or children? ☐ Yes	pital, 4 No
11. Is the outdoor sales area located within 100 feet of a building used as a church, for w services or religious educational programs? ☐ Yes ☐ No	orship

AFFIDAVIT The applicant certifies that he or she is familiar with the laws of the United States, the States, and the Village of Homewood as they relate to the sale of alcoholic liquors, and to applicant will not permit his or her employees or agents to violate any of the laws of the U States, the State of Illinois, or the Village of Homewood in the conduct of the business for an outdoor liquor sales permit is desired.	hat the Jnited
The applicant also certifies that there are no willful misrepresentations in, or falsifications above statements, answers and attachments. The applicant is aware that should an investiguisclose such willful misrepresentations and/or falsifications, the application will be reject already issued, the outdoor liquor sales permit will be subject to revocation.	gation
Signature: Signature:	
Printed Name Rachel A Rosado Title: President Date: 3/31/3	
Title: President Date: 3/31/3	70
FOR VILLAGE USE: Board of Trustees Action: ☐ Approved with special conditio ☐ Rejected	ns listed
By:	
Village Clerk Date	

Item 10. A.



VILLAGE OF HOMEWOOD 2020 Chestnut Road Homewood, Illinois 60430 (708) 798-3000

Application for Permit to Sell Alcoholic Beverages Outdoors

1. Name of Liquor Licensee: Maple Tree Inn, Inc.
2. Business Location of Licensee: 18849 Dixie Highway, Homewood, IL. 60430
3. Type of Liquor License currently held by licensee:
☐ Class 1 (General) ☐ Class 3 (Club) ☐ Class 4 (Restaurant with bar) ☐ Class 5 (Restaurant without bar) ☐ Class 8 (Hotels and motels) ☐ Class 7 (Beer and wine only)
Village of Homewood Liquor License Number:
4. A. Description of outdoor sales area (please attach site sketch or drawing with this description):
Existing Outdoor Patio. Self contained with 4' fence. No changes to patio from when it was The Cottage
 B. Is the outdoor sales area located entirely on private property? X Yes □ No C. Is the outdoor sales area located entirely within the boundaries of the property covered by your liquor license? X Yes □ No
5. How will customers enter and exit the outdoor sales area?
Approximately 60 per day- weather dependant
6. Will there be a fence around the outdoor sales area? X Yes \(\subseteq \text{No} \) If yes, how tall will the fence be and of what material will it be constructed? 4' tall metal and stone fence. Existing fence from when it was The Cottage.

7. Will there be any radios, televisions, devices for broadcasting music, or other noise produces in the outdoor sales area? X Yes No	cing
If yes, at what time will the use of such devices cease?	
Only music speakers. Music will cease at approximately 10:00 pm. Last reservation is at 8:45 pm	n.
Music is at lower volumes to create a dining ambiance only.	
8. What are the proposed hours of operation for the outdoor sales area?	_
Wed - Fri: 4:00 pm - 9:00 pm Sat - Sun: 2:00 pm - 9:00 pm	
Mon & Tues: Closed	
9. What will be the seating capacity in the outdoor sales area? 60-100, Depending on Covi	d Protocols
10. Is the outdoor sales area located within 100 feet of any property used as a school, hospit home for aged or indigent persons, or for veterans, their spouses or children? Yes	al, ₹ No
11. Is the outdoor sales area located within 100 feet of a building used as a church, for wors services or religious educational programs? ☐ Yes X No	ship

AFFIDAVIT The applicant certifies that he or she is familiar with the laws of the United States, the State Illinois, and the Village of Homewood as they relate to the sale of alcoholic liquors, and that applicant will not permit his or her employees or agents to violate any of the laws of the Uni States, the State of Illinois, or the Village of Homewood in the conduct of the business for wan outdoor liquor sales permit is desired.	the ted
The applicant also certifies that there are no willful misrepresentations in, or falsifications of above statements, answers and attachments. The applicant is aware that should an investigated disclose such willful misrepresentations and/or falsifications, the application will be rejected already issued, the outdoor liquor sales permit will be subject to revocation.	tion
Signature:	
Printed Name Erich Wennberg	
Title: President, Maple Tree Inn, Inc. Date: 4-15-2022	4-15.2002
FOR VILLAGE USE: Board of Trustees Action: Approved with special conditions Rejected	listed
By: Date	

ORDINANCE NO. M- 2217

AN ORDINANCE WAIVING REQUIREMENTS GOVERNING OUTDOOR ALCOHOL SALES FOR CERTAIN LICENSEES

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

WHEREAS, Sections 4-101 through 4-107 of the Homewood Municipal Code regulate the outdoor sale of alcoholic beverages; and

WHEREAS, Sec. 4-101(c) of the Homewood Municipal Code provides that the village board may waive individual requirements for outdoor liquor sales or may impose additional requirements on such sales; and

WHEREAS, certain licensees have requested modifications to outdoor liquor sale regulations for fiscal year May 1, 2022 through April 30, 2023; and

WHEREAS, the Board of Trustees of the Village of Homewood has determined that the modifications in this ordinance are necessary for the public good and the convenience of village residents and businesses.

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

SECTION ONE - EXCEPTIONS TO REQUIREMENTS

- A. Homewood Municipal Code Section 4-102 requiring access to the outdoor sale area only from a permanent structure is waived for the following business:
 - Rabid Brewing, 17759 Bretz Drive
- B. Homewood Municipal Code Section 4-103 prohibiting outdoor music or entertainment after 10:00 p.m. is waived for the following businesses:
 - Cilantro Mexican Restaurant, 18755 Dixie Highway
 - Lassen's Sports Bar & Grill, 2131 183rd Street
 - Buffalo Wild Wings Grill and Bar, 17510 Halsted Street
 - The Fifth Quarter, 18105 Dixie Highway
 - Ridgewood Liquor Store and Tap, Inc., 2059 Ridge Road
 - Rabid Brewing, 17759 Bretz Drive

- C. Homewood Municipal Section 4-106 requiring outdoor sales to terminate at 11:00 p.m. Sunday through Thursday evenings and at 12:00 midnight on Friday and Saturday is waived for the following businesses:
 - The Fifth Quarter, 18105 Dixie Highway
 - Ridgewood Liquor Store and Tap, Inc., 2059 Ridge Road
 - Lassen's Sports Bar & Grill, 2131 183rd Street
 - Buffalo Wild Wings Grill and Bar, 17510 Halsted Street

SECTION TWO - EFFECTIVE DATE:

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

PASSED AND APPROVED this 26th day of April, 2022.

ATTEST:		Village Presi	dent	
Village Cl	erk			
AYFS:	NAVS	ARSTENTIONS:	A BSENICES:	

Item 10. B.

VILLAGE OF HOMEWOOD



BOARD AGENDA MEMORANDUM

DATE OF MEETING: April 26, 2022

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Dennis Bubenik, Director of Finance

Topic: FY2022-23 Budget Ordinance

PURPOSE

The budget process is the most important annual planning tool for the Village. The budget is used to allocate Village resources (revenues) toward the programs and services (expenses) provided to the community. Homewood's revenues are mostly comprised of sales tax, property tax, utility taxes, shared income tax from the State, and a places for eating tax. Conversely, Homewood's expenses are mostly comprised of public safety services (police & fire) and public works operations.

PROCESS

The FY2022-23 draft budget was presented to the Village Board at the April 12, 2022 meeting. As relates to Board action, the summary below outlines the steps taken thus far for budget adoption this year:

- April 12, 2022 The draft FY2022-23 budget was discussed and presented to the Board.
- April 14, 2022 A public notice was published for the budget public hearing scheduled to occur at the April 26, 2022 Village Board meeting.
- April 26, 2022 A public hearing on the proposed FY2022-23 budget. During this
 meeting, any changes made since the draft budget presentation on April 12th will be
 discussed and incorporated into the Final FY2022-23 budget for Board approval.
 - The agenda for the April 26th Village Board meeting includes a vote on the FY2022-23 Budget ordinance

OUTCOME

A balanced FY2022-23 Budget has been proposed for adoption, where estimated revenues slightly exceed projected expenses.

FINANCIAL IMPACT

- Funding Source: General, Special Revenue, Debt Service, Capital Projects, Water/Sewer
- Budgeted Amount: Operating \$39,886,442 & Capital \$3,548,927

Item 10. B.

VILLAGE OF HOMEWOOD



LEGAL REVIEW

Not Required

RECOMMENDED BOARD ACTION

Pass an ordinance adopting the annual budget (Program of Services) for the fiscal year beginning May 1, 2022 and ending April 30, 2023, for the Village of Homewood based on the Public Hearing, which was part of the April 26, 2022 Board of Trustees meeting.

ATTACHMENT(S)

- FY2022-23 Budget Ordinance
- Budget worksheets with projected revenues and expenses for FY2021-22 and FY2022-23

ORDINANCE NO. M-2218

AN ORDINANCE ADOPTING THE ANNUAL BUDGET (PROGRAM OF SERVICES) FOR THE FISCAL YEAR 2022-23 FOR THE VILLAGE OF HOMEWOOD, COOK COUNTY, ILLINOIS

WHEREAS, the President and Board of Trustees of the Village of Homewood, Cook County, Illinois, have by ordinance previously adopted Section 8-2-9.1 and Sections 8-2-9.2 through 8-2-9.10 of the Illinois Municipal Code, said ordinance having been passed March 25, 1969 by at least a two-thirds majority vote of those members of the Village Board then holding office; and

WHEREAS, Section 8-2-9.4 of the Illinois Municipal Code requires that the annual budget shall be adopted by the corporate authorities before the beginning of the fiscal year to which it applies; and

WHEREAS, all statutory requirements as to public inspection, notice and public hearing in connection with the Village's proposed budget have been satisfied.

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

<u>SECTION ONE – ADOPTION OF ANNUAL BUDGET:</u>

The annual budget (Program of Services) for the fiscal year beginning May 1, 2022 and ending April 30, 2023, for the Village of Homewood is hereby adopted.

SECTION TWO – EFFECTIVE DATE:

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

PASSED and APPROVED this 26th day of April 2022.

ATTEST:			Villa	ge President
Villag	ge Clerk			
AYES:	NAYS:	ABSTENTIONS:	ABSENCES	S:

Estimated 2021-22 Major Governmental Funds	Balance 4/30/2021	2021-22 Revenues	2021-22 Expenses	Balance 4/30/2022	Change In Fund Balance
General Fund IMRF	\$ 8,796,936 32,024	\$ 22,660,000 972,000	972,000	\$ 9,236,936 32,024	\$ 440,000
Downtown TOD TIF	(32,503)	215,000	190,000	(7,503)	25,000
Non-Major Governmental Funds Special Revenue Funds	\$ 8,796,457	\$ 23,847,000	\$ 23,382,000	9,261,457	465,000
Police Seized Funds	832,768	45,000	85,000	792,768	(40,000)
Motor Fuel Tax	1,203,657	1,205,401	704,694	1,704,364	500,707
Emergency Medical Equip Fund	9,427	2	9,427	3, -3	(9,427)
Foreign Fire Insurance Tax Fund	86,293	15,000	15,000	86,293	-
Southwest TIF Spec. Rev.	211,364	70,000	50,000	231,364	20,000
Dixie/Miller Ct. TIF	14	18,500	3,500	15,000	15,000
Northeast TIF	1,120,600	876,000	100,000	1,896,600	776,000
Kedzie/Gateway TIF	2	1,000	1,000		- 10°
East CBD TIF	(70,197)	-	4	(70,197)	¥
Network # 3	584,698	99,000	80,000	603,698	19,000
Debt Service Funds	3,978,610	2,329,901	1,048,621	5,259,890	1,281,280
	*	-	%	V.	4
Bond Debt Service	1,170	643,424	643,000	1,594	424
Capital Projects Fund	1,170	643,424	643,000	1,594	424
CIP General	10,943	19		10,943	9 -2
Southgate TIF	86,336	100,000	75,000	111,336	25,000
Grants	3	7,850	· · · · · · · · · · · · · · · · · · ·	7,850	7,850
Bond Capital Projects	1,453,286	185,209	692,119	946,376	(506,910)
	1,550,565	293,059	767,119	1,076,505	(474,060)
Enterprise Funds					, , ,
W/S Operating-Net Assets	45,060,349	9,894,000	10,000,000	44,954,349	(106,000)
Water/Sewer Capital Projects/Vehicles	7,520,363	5,115,519	7,916,279	4,719,603	(2,800,760)
Fiduciary Funds					
Police Pension-Net Assets	37,557,811	3,268,000	1,482,150	39,343,661	1,785,850
Fire Pension-Net Assets	19,193,826	1,392,515	408,000	20,178,341	984,515
	56,751,637	4,660,515	1,890,150	59,522,002	2,770,365
Agency Fund	16,497	g , j		16,497	:=:
Operating Budget Capital Budget		\$ 36,714,325 5,408,578	\$ 35,073,621 8,683,398		
		0, 100,010	0,000,000		

Proposed 2022-23 Major Governmental Funds	Balance 4/30/2022	2022-23 Revenues	2022-23 Expenses	Balance 4/30/2023	Change In Fund Balance
General Fund	\$ 9,236,936	\$ 23,894,113	\$ 23,746,754	\$ 9,384,295	147 250
IMRF	32,024	999,637	982,637	49,024	147,359 17,000
Downtown TOD TIF	(7,503)		409,000	(216,453)	(208,950)
	(1,000)	200,000	403,000	(210,433)	(200,930)
	9,261,457	25,093,800	25,138,391	9,216,866	(44,591)
Non-Major Governmental Funds	0,201,407	20,000,000	23, 130,331	9,210,000	(44,551)
Special Revenue Funds					
Police Seized Funds	792,768	101,000	(#)	893,768	101,000
Motor Fuel Tax	1,704,364	972,319	2,168,000	508,683	(1,195,681)
Emergency Medical Equip Fund	12	9	· ·	-	Ţ.
Foreign Fire Insurance Tax Fund	86,293	28,000	2=3	114,293	28,000
Southwest TIF Spec. Rev.	231,364	75,025	283,000	23,389	(207,975)
Dixie/Miller Ct. TIF	15,000	20,025	210,000	(174,975)	(189,975)
Northeast TIF	1,896,600	800,075	3,080,000	(383,325)	(,,
Kedzie/Gateway TIF	:=:	1,025	10,000	(8,975)	
East CBD TIF	(70,197)	9	-	(70,197)	=:
Network # 3	603,698	84,040	120	687,738	84,040
				H)	
	5,259,890	2,081,509	5,751,000	1,590,399	(3,669,491)
Debt Service Funds					
Devel D. L. Const.	===				le:
Bond Debt Service	1,594	636,000	644,850	(7,256)	(8,850)
Comital Projects Found	1,594	636,000	644,850	(7,256)	(8,850)
Capital Projects Fund	10.010			And an installation of	
CIP General	10,943	00.005	100.000	10,943	(#:
Southgate TIF	111,336	90,025	192,000	9,361	(101,975)
Grants Bond Capital Projects	7,850	=	000 407	7,850	(222 122)
Bolid Capital Projects	946,376		969,427	(23,051)	(969,427)
Entered - E. etc.	1,076,505	90,025	1,161,427	5,103	(1,071,402)
Enterprise Funds	44.054.040	10 177 000	0.050.004		
W/S Operating-Net Assets	44,954,349	10,177,200	8,352,201	46,779,348	1,824,999
Water/Sewer Capital Projects/Vehicles	4,719,603	1,600,000	2,387,500	3,932,103	(787,500)
Fiduciary Funds					
Police Pension-Net Assets	39,343,661	-	_	39,343,661	; * (
Fire Pension-Net Assets	20,178,341			20,178,341	
	59,522,002	-		59,522,002	-
Agency Fund	16,497	(*	-	16,497	i = 1
Opposition Burdant		4 07 000 555			
Operating Budget		\$ 37,988,509	\$ 39,886,442		
Capital Budget		1,690,025	3,548,927		



BOARD AGENDA MEMORANDUM

DATE OF MEETING: April 26, 2022

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: John D. Schaefer, Director of Public Works

Topic: Bid Award – Bituminous Mixes

PURPOSE

Award the bid to purchase bituminous mixes for the 2022-2023 season.

PROCESS

On March 30, 2022, annual bids were opened for the purchase and delivery of bituminous mixes for the 2022-23 fiscal year. The table below is a tabulation of bids received:

Vendor	Surface Mix Per Ton	Binder Mix Per Ton	Cold Patch Per Ton
Gallagher Materials	\$61.00	\$57.00	\$129.00
D. Construction Inc.	\$67.75	\$66.15	\$125.00
Markham Asphalt Co.	\$67.50	\$59.25	No bid

The bid specifications allow for a hauling differential of \$1.63/ton/mile between central location of 183rd Street & Dixie Highway and the mixing plant. The Village picks up all the bituminous mixes from the mixing plant. D. Construction is 2.1 miles from the central location; Gallagher Materials is 3.9 miles from the central location; and Markham Asphalt Company is 4.0 miles from the central location. With the hauling differential applied, the rates for each mix compare as follows:

Vendor [Hauling differential applied of \$1.63/ton/mile]	Surface Mix Per Ton	Binder Mix Per Ton	Cold Patch Per Ton
Gallagher Materials	\$67.36	\$63.36	\$135.36
D. Construction Inc.	\$71.18	\$69.58	\$128.43
Markham Asphalt Co.	\$74.02	\$65.77	No bid



OUTCOME

Gallagher Materials of Thornton, IL is the lowest responsible bidder. While the bid totals are based on estimated quantities used for bidding purposes only, Public Works does not anticipate exceeding the authorized budget.

FINANCIAL IMPACT

Funding Source: General Fund & Water/Sewer Fund

Budgeted Amount: \$35,000

LEGAL REVIEW

Not Required

RECOMMENDED BOARD ACTION

Award the bid for Bituminous Mixes to Gallagher Materials of Thornton, IL at the price of \$61.00 for Surface mix, \$57.00 for Binder mix, and \$129.00 for Cold Patch mix, in an amount not to exceed \$35,000.

ATTACHMENT(S)

None



BOARD AGENDA MEMORANDUM

DATE OF MEETING: April 26, 2022

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: John D. Schaefer, Director of Public Works

Topic: Bid Award – Concrete Flatwork

PURPOSE

Award the bid for concrete flatwork for the 2022-2023 season.

PROCESS

Since 2016, Homewood has participated in a cooperative bid for concrete flatwork with other municipalities. The municipalities involved in the 2022-23 cooperative bid include Alsip, Homewood, Richton Park, and South Holland. Concrete flatwork includes sidewalk replacement, curb replacement, road patching, and restoration. As a result of this cooperative bid, the Village receives lower unit prices for the concrete flatwork and achieves a savings that is greater than the Village could obtain independently.

The bid was advertised on March 1, 2022 and bids were publicly opened and read on March 31, 2022 with the following base bids:

Company	Total Base Bid
Strada Construction Co.	\$367.486
Davis Concrete Construction Co.	\$425,020
J&J Newell Concrete Contractors	No bid
Whiteline Construction Co.	No bid
Schroeder & Schroeder	No bid
Scanlon Excavating & Concrete	No bid

OUTCOME

Strada Construction Company of Addison, IL is the lowest responsible bidder.

FINANCIAL IMPACT

- Funding Source: General Fund & Water/Sewer Fund
- Budgeted Amount: \$119,010 (\$83,010 General Fund & \$36,000 Water/Sewer Fund)

LEGAL REVIEW

Not Required

Item 10. D.



RECOMMENDED BOARD ACTION

Award a bid to Strada Construction Company of Addison, IL, based on the unit prices submitted in an amount not to exceed \$119,010.

ATTACHMENT(S)

Bid Tabulation

	VILLAGE OF HOMEWOOD					•	
	DEPARTMENT OF PUBLIC WORKS				-		
	17755 Ashland Avenue, Homewood, IL 60430						• i i i • •• 1
	Concrete Flatwork						VILLAGE OF
	Concrete Hutwork				- F	10M	IEWOC
			CFB #:				1893
	BID TABULATION		Bid Ope	ning:	March 31, 2022	@ 10:00 a	m
				Ctus de	Construction	D	in Compute
l		l	l		Construction		is Concrete struction Co.
ITEM	DECORIDATION		CONTRACT	UNIT	TOTAL COST	UNIT	TOTAL COST
NO	DESCRIPTION ARROW BOARD	UNIT	QTY	PRICE \$1.00		PRICE \$50.00	
	P.C.C. PAVEMENT PATCH CL B (7")	CAL DAY	1	\$1.00			
	P.C.C. PAVEMENT PATCH CL C (9")	SY	1	\$110.00			
	P.C.C. PAVEMENT PATCH CL B (10")	SY	1	\$140.00			
5	P.C.C. DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT (6")	SY	100	\$76.50	\$7,650.00	\$79.00	\$7,900.00
	P.C.C. DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT (8")	SY	150				
	P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (5")	SF	33,000	\$8.25	, ,		4 /
	P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (8")	SF	2,500	\$9.00	\$22,500.00	\$9.95	\$24,875.00
9	COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT (Variable types)	FOOT	1,550	\$29.00	\$44,950.00	\$36.00	\$55,800.00
	COMBINATION CONCRETÉ CÚRB & GUTTER REMOVAL AND REPLACEMENT (B6.24)	FOOT	1	\$50.00	\$50.00	\$80.00	\$80.00
	DETECTABLE WARNING FIELDS - ADA Solutions, cast in place	SF	300	\$18.00			
		SF					
12	DETECTABLE WARNING FIELDS - "Armor Tile" cast in place replaceable	SF	1	\$35.00	\$35.00	\$25.00	\$25.00
	DETECTABLE WARNING FIELDS - Duralast	SF	1	\$35.00	\$35.00	\$50.00	\$50.00
14	DETECTABLE WARNING FIELDS - Tiftile Cast Iron	SF	1	\$40.00	\$40.00	\$50.00	\$50.00
15	REINFORCEMENT BARS, EPOXY COATED – TWO CONTINUOUS NO. 5	FOOT	1	\$10.00	\$10.00	\$10.00	\$10.00
	AGGREGATE BASE COURSE, TYPE B, 4-INCH	SY	200	\$5.00	\$1,000.00	\$9.00	
	REMOVE AND REPLACE BRICK PAVERS	SF	1	\$20.00	\$20.00	\$45.00	\$45.00
	VV, MH, INLET, CB TO BE ADJUSTED	EACH	1	\$150.00			
19	HIGH-EARLY-STRENGTH PCC ADJUSTMENT (PP-2 MIX)	CY	1	\$30.00	\$30.00	\$40.00	\$40.00

	VILLAGE OF HOMEWOOD DEPARTMENT OF PUBLIC WORKS 17755 Ashland Avenue, Homewood, IL 60430						
	Concrete Flatwork				I	HOM	EWOC
			CFB #:				1893
	BID TABULATION		Bid Ope	ning:	March 31, 2022	@ 10:00 ar	n
_	P.C.C. COMBINATION (MONOLITHIC) SIDEWALK/CURB REMOVAL & REPLACEMENT 5"-6.25" HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT	SY SY	1	\$90.00 \$65.00	\$90.00 \$65.00		
	HOT-MIX ASPHALT STREET PAVEMENT REMOVAL AND REPLACEMENT	SY	1	\$70.00	,		·
23	EARTH EXCAVATION	CY	50	\$1.00		· · · · · · · · · · · · · · · · · · ·	
	BIDDERS PROPOSAL (AS CORRECTED) BIDDERS PROPOSAL (AS READ)				\$367,486.00 \$367,486.00		\$425,020.00 \$425,020.00



BOARD AGENDA MEMORANDUM

DATE OF MEETING: April 26, 2022

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: John D. Schaefer, Director of Public Works

Topic: Bid Award – Custodial Services

PURPOSE

Award the bid for custodial services for the 2022-2023 fiscal year.

PROCESS

On March 29, 2022, annual bids were opened for contract custodial services for the 2022-23 fiscal year. Three companies attended the mandatory pre-bid meeting held on March 9, 2022. The requested custodial services consist of cleaning four Village buildings, three times per week and the Science Center two times per month. A bid tabulation is shown in the table below:

Vendor	Annual Total		
Bravo Services, Inc.	No Bid		
EcoClean Maintenance, Inc.	\$51,480.00		
Skinny Minny, Inc.	\$84,091.68		

OUTCOME

EcoClean Maintenance, Inc. of Elmhurst, IL is the lowest responsible bidder.

FINANCIAL IMPACT

Funding Source: General FundBudgeted Amount: \$51,500

LEGAL REVIEW

Not Required

RECOMMENDED BOARD ACTION

Award the custodial services contract to the lowest responsible bidder, EcoClean Maintenance, Inc. of Elmhurst, IL in an amount not to exceed \$51,480.

ATTACHMENT(S)

None



BOARD AGENDA MEMORANDUM

DATE OF MEETING: April 26, 2022

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: John D. Schaefer, Director of Public Works

Topic: Bid Award – Crushed Limestone

PURPOSE

Award the bid to purchase crushed limestone for the 2022-2023 season.

PROCESS

On March 30, 2022, annual bids were opened for the purchase and delivery of crushed limestone for the 2022-23 fiscal year. The following table is a tabulation of bids received:

Vendor	CA6 Per Ton	1" Stone Per Ton	2" Stone Per Ton
Shepley Motor Express	\$12.50	\$17.75	\$17.75
Dave Jabaay Trucking LLC	\$13.39	\$19.39	\$19.39
Ozinga Transportation	\$17.00	\$21.25	\$21.25
Brites Cartage	No bid	No bid	No bid

OUTCOME

Shepley Motor Express of Thornton, IL is the lowest responsible bidder. While the bid totals are based on estimated quantities used for bidding purposes only, Public Works does not anticipate exceeding the approved budgeted amounts.

FINANCIAL IMPACT

Funding Source: General Fund & Water/Sewer Fund

Budgeted Amount: \$46,500

LEGAL REVIEW

Not Required

RECOMMENDED BOARD ACTION

Award a bid for crushed limestone to Shepley Motor Express, of Thornton, IL, the lowest responsible bidder, at the prices of \$12.50 for CA6; \$17.75 for 1" stone; and \$17.75 for 2" stone, in an amount not to exceed \$44,750.

ATTACHMENT(S)

None



BOARD AGENDA MEMORANDUM

DATE OF MEETING: April 26, 2022

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: John D. Schaefer, Director of Public Works

Topic: Bid Award – Street Sweeping Services

PURPOSE

Award the bid for street sweeping services for the 2022-2023 season.

PROCESS

On March 29, 2022, annual bids were opened for contract street sweeping services for the 2022-2023 fiscal year. Bid specifications were distributed to four vendors that requested bids for 5 residential sweeps and 15 commercial sweeps. Subject to Village Board approval, the contract is renewable for two, one-year terms. Any renewals would include unit price adjustments based on the current consumer price index (CPI). The following table summarizes the bids that were received:

Vendor	Total
Illinois Central Sweeping	\$54,775
Dejana Industries	No Bid
Elgin Suponing Sorvices	No Bid – cannot meet specifications on age of
Elgin Sweeping Services	equipment, as required
Homewood Disposal Service	No Bid – cannot meet specifications

OUTCOME

Illinois Central Sweeping of Blue Island, IL is the lowest responsible bidder. Illinois Central Sweeping has established a record of satisfactory performance with Homewood, and we are confident that they will perform the contract work in a manner consistent with the specifications.

FINANCIAL IMPACT

Funding Source: General FundBudgeted Amount: \$70,000

Item 10. G.



LEGAL REVIEW

Not Required

RECOMMENDED BOARD ACTION

Authorize the Village Manager to engage the services of Illinois Central Sweeping of Blue Island, IL, for contract sweeping services for five residential and 15 commercial sweeps, between May 1, 2022 and April 30, 2023, in an amount not-to-exceed \$8,525 per residential sweep and \$810 per commercial sweep.

ATTACHMENT(S)

None

VILLAGE OF HOMEWOOD INVITATION TO BID

APPLICABILITY:

All bid items contained in the instruction to bidders are applicable to this Invitation to Bid.

WITHDRAWING OF BIDS:

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

CLOSING TIME:

Bids must be sealed and either hand delivered or mailed to the Director of Public Works, Village of Homewood, Department of Public Works, 17755 S. Ashland Avenue, Homewood, Illinois, 60430, no later than March 29, 2022 at 10:00 a.m. Bids must be labeled with bid number 22-03PW. No late, phone, fax or emailed bids will be accepted. Contact 708.206.3470 with questions concerning bid.

BID AWARD:

The bid will be awarded within 30 days to the lowest responsible bidder who meets the specifications outlined by the Village of Homewood.

RIGHT TO REJECT BIDS:

The Village reserves the right to reject any or all bids. Unless otherwise specified, the Village reserves the right to accept any item in the bid. In case of error in extending the total amount of the bid, the unit prices will govern.

DEFAULT:

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

PRICE:

All prices must be submitted on the enclosed Bid Proposal form. An authorized officer or individual of the company submitting the bid must sign the proposal. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections made; however, the person signing the proposal must initial all corrections in ink.

The Village is exempt from the payment of city, State of Illinois sales tax and federal excise tax. These taxes must be excluded from all prices.

Village of Homewood | Street Sweeping Bid | Bid No. 22-03PW

GENERAL CONDITIONS & SPECIFICATIONS Street Sweeping Program

1. SCOPE OF WORK

It is the intent of these specifications to describe the minimum requirements for the provision of contractual street sweeping services for the Village of Homewood. The services provided by the contractor include sweeping designated public streets in the residential areas of the Village at least five (5) times per calendar year, and designated public streets in the commercial areas of the Village at least fifteen (15) times per calendar year. At the discretion of an upon the request of the Village, the contractor may be required to sweep the residential area and the commercial area more often in accordance with an agreed unit price for such additional services.

For purposes of the street sweeping contract, the residential area of the Village of Homewood is as shown on the attached map. The commercial area of the Village is also shown on the attached map and includes the streets listed in Table 1 attached hereto. The public streets in the residential sweeping area total approximately 126 curb miles. The commercial area consists of approximately 24 curb miles of public streets. Mileage estimates are approximate; contractor will be responsible for sweeping each street shown on the map or list in Table 1 whether or not the mileage estimate is accurate.

The contractor shall furnish labor and equipment necessary to clean the Village's public streets to the satisfaction of the Director of Public Works or his designee, according to the schedules contained herein. Upon execution of this contract, the Village will provide the contractor with up to 10 maps of the Village's street system. Additional maps may be purchased by the contractor at a cost of \$1.50 per map.

The term of this agreement shall be from May 2022 – April 30, 2023. The Village of Homewood shall have the privilege with or without cause to terminate this agreement at any time upon 30 days prior written notice to the contractor or upon 60 days notice from the contractor. The contractor is required to provide performance bond and insurance certificates as required by the Village.

Final Contract Renewal Option – Upon written agreement of both parties no later than March 2023 and March 2024 the contract may be renewed by the Village of Homewood for a period of one successive year under the same terms and conditions as the original contract subject to approval of the Village Board. The contract unit prices may be changed for the renewal periods with the Price Adjustments Based on the Consumer Price Index. The total number of renewal years permitted shall not exceed two (2).

Price Adjustments Based on the Consumer Price Index – The unit prices for the contract renewal period shall be used on the movement of the U.S. Department of Labor Consumer Price Index (CPI) for all Urban Consumers (CPI-U) as determined for the Chicago metropolitan area. The contract unit prices shall be changed by the Village of Homewood in an amount equal to the percentage of movement of the CPI-U for "all items" for the twelve-month period ending the month of January of each contract year.

RESIDENTIAL SWEEPING SCHEDULE

EARLIEST START DATE

LATEST COMPLETION DATE

Cycle 1: 1st Spring Cycle July 1

July 31

Cycle 2:

1st Fall Cycle October 15

October 31

Cycle 3:

2nd Fall Cycle November 1

November 15

Cycle 4:

3rd Fall Cycle November 16

November 30

Cycle 5: 2nd Spring

Cycle

March 15

April 7

COMMERCIAL SWEEPING SCHEDULE

The contractor shall completely sweep the public streets in the commercial area beginning no earlier than March 15th or not later than April 1st and continue to do so on a bi-weekly schedule (every other week) for a total of 15 times or as directed by the Village of Homewood.

2. WORK HOURS

Contractor is prohibited from operating street cleaning equipment in the residential area of the Village between the hours of 9:00 p.m. and 7:00 a.m. The Village expects the sweeping contractor to work at least a 40 hour week until the entire residential area has been completed for each particular cycle. The commercial areas must be swept between the hours of 2:00 a.m. and 7:00 a.m., Monday through Friday.

3. CONTRACTOR PERFORMANCE, MONITORING

During each residential or commercial area sweeping cycle, the contractor is expected to clean the public streets to the curb gutter or edge-of-pavement, whichever condition might apply. Although it is not the intent of the Village to require sweeping of the entire width of the pavement, the contractor may be required to make multiple passes on a street if significant debris is present across the width of the street. The contractor's equipment and operations shall adequately insure that grit, stone, leaves, twigs, sticks, seeds, seed casing, small animal carcasses, beer and pop bottles and cans and other typical roadway debris are removed from the pavement surface and the curb gutter. The contractor's sweeping operations shall be conducted so as not to cause a dust problem or in such a manner that debris will not be trailed or windrowed behind the sweeper.

At the end of the sweeping shift the contractor shall report to the Director of Public Works or his designee, submitting a date, highlighted $8 \frac{1}{2}$ " x 11" map sheet indicating which streets have been completed. The Director or his designee will inspect the work that same day. Any areas not cleaned to the Village's satisfaction will be swept by the contractor the following day at no additional cost to the Village.

The contractor shall not be entitled to any additional compensation should the amount of debris on the street or in the gutter require the contractor to make additional passes on the same street or sweep the street at a slower rate of speed so as to completely sweep the street to the Village's satisfaction.

4. MINIMUM EQUIPMENT REQUIREMENTS

Contractor shall provide a sufficient number of street cleaning units in reliable working order as to provide the level of performance the Village has described within these specifications. All sweeping equipment to be 2008 model or newer. The equipment shall be equipped with adequately operation dust control systems. In full operating mode the equipment shall not emit a noise level exceeding 87 decibels as measured 75 feet from either side of the unit.

In the event of equipment failure the contractor must be able to provide a similar unit within 24 hours at no additional cost to the Village.

Vacuum Units

- Vacuum units must have a suction of not less than 8,000 cfm and a hopper capacity of 5 cubic yards or greater.
- The unit must have a wandering suction hose no less than 6" in diameter available for use in the commercial area.
- The vacuum unit must have gutter brooms mounted on both sides of the unit and have the ability to sweep from either side.
- 4 Village of Homewood | Street Sweeping Bid | Bid No. 22-03PW

Mechanical Sweepers

- Mechanical sweepers must have a 4 cubic yard hopper capacity or greater.
- The unit must have gutter brooms mounted on both sides and the ability to sweep from either side as well as both gutter brooms being able to operate simultaneously.
- The main broom must be a minimum of 58" wide.
- The mechanical sweeper must be able to adequately clean a minimum 8' wide path in one pass.

5. SPOT CLEANING / EMERGENCY CALL OUTS

The Village may require the contractor to provide sweeping for special events such as parades or carnivals. Additionally, the Village may require emergency response by the contractor for special sweeping needs such as material spills, or other emergencies designated by the Village.

Under these street sweeping circumstances the contractor will be paid a contract minimum charge for two hours and on an hourly basis using contract unit prices for either regular hour sweeping work or overtime sweeping work for any hours actually worked beyond the two hour minimum charge.

The contractor's minimum charge shall not apply in those instances where the Village requests special events or emergency response sweeping while the contractor is sweeping the residential or commercial areas. For any special or emergency response sweeping the contractor shall furnish the Village with separate billings.

For special events sweeping where the Village sufficient prior knowledge of the needs for sweeping services, the Village shall provide the contractor with a minimum of 48 hours notice. For emergency response sweeping the contractor shall respond with the appropriate equipment and begin sweeping within two hours of notification by the Village.

Regular time is defined as the first eight hours of a normal workday, Monday through Friday. Overtime is defined as any sweeping hours over eight hours on a normal workday, Monday through Friday, and work on Saturday or Sunday, or the following legal holidays: New Years Day, Memorial Day, Independence Day, Thanksgiving Day and Christmas Day.

6. EQUIPMENT STORAGE

The Village will not provide storage or parking for the Contractor's sweeping units.

7. DISPOSAL OF DEBRIS

The Village will furnish and provide access to a dump site for the contractor's use. Currently, the dump site is Homewood Disposal Service, Inc. located at 1501 175th Street, Homewood, IL. The contractor shall use the dump site only for disposal of debris removed from the Village's streets by the contractor's sweeping operations.

The Village of Homewood will be responsible for the cost incurred for disposal of debris removed from the Village's streets by the Contractor's sweeping operations.

The Village reserves the right to change the location of the dump site.

VILLAGE OF HOMEWOOD COMMERICAL AREA SWEEPING List of Streets in Commercial Area

STREET FROM TO

Elm Road Dixie Highway Harwood Avenue Chestnut Road Dixie Highway Harwood Avenue Ridge Road **Bretz Drive** Harwood Avenue Kroner Lane Dixie Highway Harwood Avenue Hickory Road Gottschalk Avenue Harwood Avenue Olive Road Dixie Highway Harwood Avenue Dixie Highway Birch Road Park Avenue Dixie Highway 186th Place Terrace Road 183rd Street Martin Avenue Ridge Road Martin Avenue Chestnut to Circle Morris Avenue 183rd Street Olive Road 183rd Street Harwood Avenue Dixie Highway 183rd Street Palmer Avenue Harwood Avenue 183rd Street Halsted Street Kedzie Avenue 175th Street Halsted Street Ashland Avenue Gottschalk Avenue Hickory Road Ridge Road 187th Street Halsted Street Dixie Highway Park Avenue 183rd Street Dixie Highway Riegel Road 183rd Street Ridge Road 183rd Street Birch Road Riegel Road Maple Avenue Halsted Street President's Drive Municipal Service Center Front Lot Municipal Service Center Rear Lot Halsted Street 175th Street 183rd Street Halsted Street 187th Street Holbrook Road Hickory Road **Hedgerow Street** Kedzie Avenue Governors Highway 183rd Street Cherry Creek Drive Governors Highway 183rd Street Dolphin Lake rive Ridge Road **Bretz Drive** Menard's Gate Dixie Highway Park Avenue 175th Street 175th Street Dixie Highway Dixmoor Road 175th Street Western Avenue Governors Highway Walton Lane Ridge Road Shopping Center

PROPOSAL

The bidder shall provide unit prices for base bid items and complete the extensions. For complete information concerning the pay items, the specifications should be consulted.

the pay	y items, the specificatio	ns should	d be consulted.		
1.	Base Bid	Unit Qty	of <u>Measurement</u>	Unit Price	Amount
a)	Residential Area:	5	Residential Sweeping cycle	\$	<u>\$</u>
containe	um of five (5) complete swe ed in specifications. (One imately 126 curb miles.)	epings per residential	calendar year per sche sweeping cycle consist	dule is of	
b)	Commercial Area:	15	Commercial Sweeping cycle	<u>\$</u>	<u>\$</u>
weekly (no later	um of fifteen (15) complete (every other week) schedule that April 1, as directed by nsists of approximately 24 cu	beginning the Village	no earlier than March 15	and	
				Total Base Bid:	\$
	Additions	1		67	
a)	Wi	-14 1700-0-187 - 1040	complete residential s	sweeping cycle as au	thorized by the Village.
ω,	Dia price per caen au		Unit of	Unit	and by the , mage.
		Qty	Measurement	Price	Amount
		1	Residential Sweeping cycle	\$	<u>\$</u>
b)	Bid price per each add	ditional o		sweeping cycle as a	uthorized by the Village.
		Ober	Unit of	Unit	Amount
		Qty 1	Measurement Commercial Sweeping cycle	Price §	<u>Amount</u> <u>\$</u>
c)	Minimum charge for	spot clea	V1	ns as need arises.	
-7		· F			
		Otv	Unit of Measurement	Unit Price	Amount
		Each	Per Sweep	\$	\$
d)	Bid price per hour fo regular hours.	r sweepi	ng time beyond min	imum charge for sp	ot cleaning or emergency situations during
		Regu	lar Hours	Per Hour Amo	
				<u>\$</u>	<u>\$</u>
e)	Bid price per hour fo overtime hours.	r sweepi	ng time beyond min	imum charge for spe	ot cleaning or emergency situations during
		Over	time Hours	Per Hour Amo	unt
				\$	\$

Village of Homewood | Street Sweeping Bid | Bid No. 22-03PW

Authorized Signature:	
Title:	
Name:	
Address:	
Phone:	
Fax:	
Email:	
Date:	

QUALIFICATION OF BIDDER

Bidder must demonstrate satisfactory performance on at least five (5) municipal contracts of similar nature and scope within the last three years in order to be considered a responsible bidder. These references must include the location of the work, the dollar value of the work, the owner or agency involved, and the name and phone number of the contact person.

Following is a list of three contracts of a similar nature and scope, which have been performed in the past three years:

1.			
	Company Name	Phone	- -
	Location of Work	Dollar Value	Contract Date
2.	Company Name	Phone	-1 4
	Company Name	Fhone	
	Location of Work	Dollar Value	Contract Date
3.			
٥.	Company Name	Phone	- *
	Location of Work	Dollar Value	Contract Date
4.	Company Name	Phone	-
	Location of Work	Dollar Value	Contract Date
5.	Company Name	Phone	-
	Location of Work	Dollar Value	Contract Date

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

W-9 Form

The bidder shall furnish a W-9 form with bid proposal.

DRUG FREE WORKPLACE CERTIFICATION

The bidder shall certify that it will comply with all requirements of the Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.) including but not limited to:

- 1. Publishing a Statement:
 - A. Notifying the employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the bidder's workplace,
 - B. Specifying the actions that will be taken against employees for violations of such prohibition,
 - C. Notifying the employee that as a condition of employment on such contract or grant, the employee will; 1) abide by the terms of the statement and 2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
- 2. Establishing a drug free awareness program to inform employees about:
 - A. The dangers of drug abuse in the workplace;
 - B. The grantee's or bidder's policy of maintaining a drug free workplace;
 - C. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - D. The penalties that may be imposed upon employees for drug violations.
- 3. Making it a requirement to give a copy of the statement required by subsection (1) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 4. Notifying the Village of Homewood within 10 days after receiving notice under part (2) of paragraph (*C*) of subsection 14.1 from an employee or otherwise receiving actual notice of such conviction.
- 5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by an employee who is convicted, as required by Section 5 of the Illinois Drug Free Workplace Act.
- 6. Training of personnel to effectively assist employees in selecting a proper course of action in the event drug counseling, treatment, and rehabilitation is required and indicating an effectively trained counseling and referral team is in place.
- 7. Making a good faith effort to continue to maintain a drug free workplace through implementation of requirements of Section 15.3.

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

HOLD HARMLESS AGREEMENT

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

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

INSURANCE REQUIREMENTS

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

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

PREVAILING WAGE CERTIFICATION

The bidder shall certify that it will comply with the Illinois Prevailing Wage Act. (830 ILCS 130/1 et seq.) This contract calls for the construction of a "public-work, within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.0l et seq (The "Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer top the Illinois Department of Labor's web site. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

VILLAGE OF HOMEWOOD

COMPLIANCE WITH SAFETY STANDARDS

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

VILLAGE OF HOMEWOOD

SEXUAL HARASSMENT POLICY CERTIFICATION

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

VILLAGE OF HOMEWOOD

BLOOD BORNE PATHOGENS COMPLIANCE CERTIFICATION

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

VILLAGE OF HOMEWOOD

AUTHORIZATION TO PERFORM BACKGROUND CHECKS

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

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

CONTACT INFORMATION

Bidder shall designate a point of co following information:	ntact responsible for	r day to day contra	ct performance	, including the
Name	_	Я		
Title				
Organization Name/Address				
Office Phone				
Cell Phone				
Fmail Address				

VILLAGE OF HOMEWOOD

AUTHORIZED DEALER CERTIFICATION

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

VILLAGE OF HOMEWOOD

PUBLIC CONSTRUCTION BOND ACT COMPLIANCE

The bidder shall provide a performance/payment bond as required by the Public Construction Bond Act (30 ILCS 550/1 et seq.)

ACKNOWLEDGEMENT OF TERMS

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

Signature	
Name (Print)	
Title	
Organization	
Address	_
Date	WITNESS:
	Ci
	Signature/Printed Name Date



BOARD AGENDA MEMORANDUM

DATE OF MEETING: April 26, 2022

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: John D. Schaefer, Director of Public Works

Topic: Bid Award – Tree Work

PURPOSE

Award the bid for tree work services for the 2022-23 season.

PROCESS

Public Works let out a bid in March 2022 for contractual tree work services, including tree trimming and removal. Bids were advertised and sent to six vendors. Two bids were received on March 31, 2022, when they were publicly opened and read. A bid tabulation table is listed below:

	Tree Removal	Sectional Tree Trimming	Stump Removal	Spot Trim	Emergency Tree Removal
Homer Tree Care	\$30/inch	\$175/tree	\$17/inch	\$225/tree	\$500/hour
Winkler's Tree Service	\$75/inch	\$92/tree	\$25/inch	\$240/tree	\$590/hour
Kramer Tree Specialists	No bid				
Piekarski & Sons Tree Service	No bid				
Smitty's Tree Service	No bid				
Davey Tree Expert Company	No Bid				

OUTCOME

Homer Tree Care of Lockport, IL was the lowest responsible bidder for Tree Removal, Stump Removal, Spot Trimming and Emergency Tree Removal. Winkler Tree Service of LaGrange Park, IL was the lowest responsible bidder for Sectional Tree Trimming.

VILLAGE OF HOMEWOOD



FINANCIAL IMPACT

Funding Source: General FundBudgeted Amount: \$188,000

LEGAL REVIEW

Not Required

RECOMMENDED BOARD ACTION

Award a bid for tree removal (\$30/inch), stump removal (\$17/inch), spot trimming (\$225/tree), and emergency tree removal services (\$500/hour) to Homer Tree Care of Lockport, IL in an amount not to exceed \$113,000; and award a bid for sectional tree trimming (\$92/tree) to Winkler's Tree Service of LaGrange Park, IL in an amount not to exceed \$75,000.

ATTACHMENT(S)

None



BOARD AGENDA MEMORANDUM

DATE OF MEETING: April 26, 2022

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: John D. Schaefer, Director of Public Works

Topic: Contract Renewal – Pavement Marking Program

PURPOSE

Renew the contract for the Pavement Marking Program with the Traffic Control Company.

PROCESS

In 2019, the Village Board awarded the contract for the Pavement Marking Program to the Traffic Control Company. Per the contract language, the Village has the option to renew the agreement with Traffic Control Company, for up to a maximum of three years. In 2020, the Pavement Marking Program was eliminated from the Village budget to manage revenue shortfalls anticipated from the COVID-19 pandemic.

Due to Homewood's stable revenue collections during the pandemic, the Pavement Marking Program was reinstated for the FY2021-2022 budget year and the Traffic Control Company resumed their work. With only two years of work completed, the Traffic Control Company submitted a letter to the Village indicating their desire to renew our agreement for the FY2022-2023 budget year. The prices in the proposed renewal would remain the same as those awarded in the 2019-2020 budget year, with the amounts outlined in the table below:

	4" Marking	6" Marking	12" Marking	24" Marking	Letters & Symbols
	Price per lineal foot	Price per lineal foot	Price per lineal foot	Price per lineal foot	Price per square foot
Paint Markings	\$0.22	\$0.53	\$1.25	\$2.65	\$2.66
Modified Urethane Markings	\$0.55	\$1.33	\$2.66	\$5.32	\$5.32

VILLAGE OF HOMEWOOD



Traffic Control Company is certified with the Illinois Department of Transportation to perform this type of work. The Department of Public Works was satisfied with their performance in 2019 and 2021 and recommends renewing the contract for FY2022-2023.

FINANCIAL IMPACT

Funding Source: General FundBudgeted Amount: \$120,000

LEGAL REVIEW

Not required

RECOMMENDED BOARD ACTION

Approve the renewal of a pavement marking contract with the Traffic Control Company of Chicago Heights, IL in an amount not to exceed \$120,000.

ATTACHMENT(S)

Contract agreement letter from Traffic Control Company



601 8th St. Valley Park, MO 63088 p. (636) 225-7800 f. (636) 225-3460 3019 East End Ave. Chicago Heights, IL 60411 p. (708) 501-6017 f. (708) 825-1264

4/19/2022

Village of Homewood 17755 Ashland Avenue Homewood, IL 60430

RE: 2022 Pavement Marking Program Renewal

Traffic Control Company will extend the 2019 Pavement Marking Contract for 2022 using the unit prices listed below.

ITEM	UNIT PRICE
Paint Pavement Markings – L&S	2.66/SF
Paint Pavement Markings – Line 4"	0.22/LF
Paint Pavement Markings – Line 6"	0.53/LF
Paint Pavement Markings – Line 12"	1.25/LF
Paint Pavement Markings – Line 24"	2.65/LF
Modified Urethane Pavement Markings – L&S	5.32/SF
Modified Urethane Pavement Markings – Line 4"	0.55/LF
Modified Urethane Pavement Markings – Line 6"	1.33/LF
Modified Urethane Pavement Markings – Line 12"	2.66/LF
Modified Urethane Pavement Markings – Line 24"	5.32/LF

^{*}Additional Item to Contract

Thank you,

Mike Andryske Operations Manager



BOARD AGENDA MEMORANDUM

DATE OF MEETING: April 26, 2022

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Dennis Bubenik, Director of Finance

Topic: Renewal of Scavenger and Limited Scavenger Licenses

PURPOSE

The Municipal Code requires the Board of Trustees approve the annual renewal of business licenses issued to scavenger companies. To renew a license, a scavenger must provide an affidavit to the Village stating that the information submitted with the original application is unchanged or if it has changed, the updated information must be provided.

PROCESS

The renewing license holders for Limited Scavenger licenses (roll-off dumpsters only) are:

- Midway Building Supply, 16850 State St., South Holland, IL
- Tri-State Disposal, 13903 S. Ashland, Riverdale, IL
- Total Disposal, 100 Blaine St., Gary, IN

The renewing license holders for Scavenger licenses include:

- Homewood Disposal, 1501 175th, Homewood, IL
- Allied Waste Transportation Inc., 66 E. 24th, Chicago Heights, IL
- Waste Management, Inc., 700 E. Butterfield Road, 4th Floor, Lombard, IL

OUTCOME

The Municipal Code provides that the Board may ask for additional facts about each license or hold a hearing.

FINANCIAL IMPACT

Funding Source: N/ABudgeted Amount: N/A

Cost: N/A

Item 10. J.



LEGAL REVIEW

Not required

RECOMMENDED BOARD ACTION

Approve the renewal of the attached Scavenger and Limited Scavenger license holders.

ATTACHMENT(S)

Renewal applications

2020 Chestnut Road Homewood, IL 60430 (708) 798-3000

LIMITED SCAVENGER BUSINESS LICENSE RENEWAL APPLICATION

Please verify the following information, making corrections as necessary and providing any information that is not listed.

BUSINESS ESTABLISHMENT:

Midway Building Supply

16850 State Street

South Holland, IL 60473

708-333-9977

TYPE OF OWNERSHIP:

Sole Owner or Family Ownership

Charles Verhagen, Owner

DISPOSAL SITES:

Newton County Landfill, 2266 East 500 S Rd., Brook, IN 47922 Tri-State Disposal, 13903 S. Ashland, Riverdale, IL 60827 Homewood Disposal, 1501 W. 175th St., Homewood, IL 60430

Has any owner, partner, corporate officer or director ever been convicted of a felony under the laws of the State of Illinois or any other state or federal law of the United States?

□ YES

A NO

If you answered "YES", please attach a detailed explanation.

VILLAGE OF HOMEWOOD 2020 Chestnut Road Homewood, IL 60430

LIMITED SCAVENGER BUSINESS LICENSE RENEWAL APPLICATION

AFFIDAVIT

I hereby certify that the facts as shown in this Limited Scavenger License Renewal form for Midway Building Supply are unchanged; or if changes have occurred, all changes have been indicated in detail on the attached application.

Signature of Owner, Partner, or Chief Corporate Officer

 $\frac{3/4/22}{\text{Date}}$

OFFICIAL SEAL **DEBRA L VERHAGEN** NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES MAR. 22, 2023 Subscribed and sworn to before me this

Jeha L Verlage

2020 Chestnut Road Homewood, IL 60430

LIMITED SCAVENGER BUSINESS LICENSE RENEWAL APPLICATION

HOLD HARMLESS

Midway Building Supply agrees that it shall hold the Village of Homewood and its elected and appointed officials and employees harmless from any and all claims, suits, damages, or loss of use resulting from any act or omission to act by **Midway Building Supply**, its officers, employees, or agents arising out of or in the course of conducting a scavenger business in the Village of Homewood.

Che Yerry	
Signature	
Owner	
Title	
3/4/22	
Date	

2020 Chestnut Road Homewood, IL 60430 (708) 798-3000

LIMITED SCAVENGER BUSINESS LICENSE RENEWAL APPLICATION

Please verify the following information, making corrections as necessary and providing any information that is not listed.

BUSINESS ESTABLISHMENT:

Tri-State Disposal Inc. 13903 S. Ashland Ave. Riverdale, IL 60827

708-388-9910

TYPE OF OWNERSHIP:

Corporation

CORPORATE OFFICERS:

Name & Title:

Sheryl Germany, President

Tom Germany, Vice President

JEFFREY GERMANY, SECRETARY

DISPOSAL SITES:

Tri-State Disposal Transfer Station, 13903 S. Ashland Ave., Riverdale, IL

Has any owner, partner, corporate officer or director ever been convicted of a felony under the laws of the State of Illinois or any other state or federal law of the United States?

□ YES

M NO

If you answered "YES", please attach a detailed explanation.

VILLAGE OF HOMEWOOD 2020 Chestnut Road Homewood, IL 60430

LIMITED SCAVENGER BUSINESS LICENSE RENEWAL APPLICATION

AFFIDAVIT

I hereby certify that the facts as shown in this Limited Scavenger License Renewal form for Tri-State Disposal, Inc. are unchanged; or if changes have occurred, all changes have been indicated in detail on the attached application.

March 1,2022

Subscribed and sworn to before me this

_ day of March 20 22

Notary Public

MELINDA SUE MCKAY Official Seal Notary Public - State of Illinois My Commission Expires Dec 7, 2025

2020 Chestnut Road Homewood, IL 60430

LIMITED SCAVENGER BUSINESS LICENSE RENEWAL APPLICATION HOLD HARMLESS

Tri-State Disposal Inc. agrees that it shall hold the Village of Homewood and its elected and appointed officials and employees harmless from any and all claims, suits, damages, or loss of use resulting from any act or omission to act by **Tri-State Disposal** Inc., its officers, employees, or agents arising out of or in the course of conducting a scavenger business in the Village of Homewood.

Signature

President

Title

March 1,7022

2020 Chestnut Road Homewood, IL 60430 (708) 798-3000

LIMITED SCAVENGER BUSINESS LICENSE RENEWAL APPLICATION

Please verify the following information, making corrections as necessary and providing any information that is not listed.

BUSINESS ESTABLISHMENT:

Total Disposal, Inc.

100 Blaine St.

Gary, IN 46406 219-944-1800

TYPE OF OWNERSHIP:

Corporation

CORPORATE OFFICERS:

Name & Title:

Carol Hiskes, President

Mark Hiskes, Secretary/Treasurer

DISPOSAL SITES:

Blaine Street Partners, LLC, 100 Blaine St., Gary, IN

Has any owner, partner, corporate officer or director ever been convicted of a felony under the laws of the State of Illinois or any other state or federal law of the United States?

□ YES

If you answered "YES", please attach a detailed explanation.

VILLAGE OF HOMEWOOD 2020 Chestnut Road Homewood, IL 60430

LIMITED SCAVENGER BUSINESS LICENSE RENEWAL APPLICATION

AFFIDAVIT

I hereby certify that the facts as shown in this Limited Scavenger License Renewal form for **Total Disposal, Inc.** are unchanged; or if changes have occurred, all changes have been indicated in detail on the attached application.

Signature of Owner, Partner, or Chief Corporate Officer

Date

Subscribed and sworn to before me this

10 day of MARCH 2022

otary Public

2020 Chestnut Road Homewood, IL 60430

LIMITED SCAVENGER BUSINESS LICENSE RENEWAL APPLICATION

HOLD HARMLESS

Total Disposal, Inc. agrees that it shall hold the Village of Homewood and its elected and appointed officials and employees harmless from any and all claims, suits, damages, or loss of use resulting from any act or omission to act by **Total Disposal, Inc.**, its officers, employees, or agents arising out of or in the course of conducting a scavenger business in the Village of Homewood.

Signature
Prosidert
Title
3-3-2022

2020 Chestnut Road Homewood, IL 60430 (708) 798-3000

SCAVENGER BUSINESS LICENSE RENEWAL APPLICATION

Please verify the following information, making corrections as necessary and providing any information that is not listed.

BUSINESS ESTABLISHMENT:

Homewood Disposal Service, Inc.

1501 W. 175th Street Homewood, IL 60430

708-798-1004

TYPE OF OWNERSHIP:

Corporation

CORPORATE OFFICERS:

Name & Title:

Thomas J. Yonker, President

DISPOSAL SITES:

Landfills:

Newton County Landfill, 2266 East 500 S Rd., Brook, IN 47922

Yard Wastes:

Christenson Farm, 12151 W. Wilmington Road., Peotone, IL 60468

Recyclables:

Aluminum-

Universal Scrap Metal (Chicago) Strategic Materials (Chicago, IL)

Magazines-

Export, ACN, OCC (along with newspaper)

ACN, and DuPage Paper Stock (broker)

Paper-Plastic-

Glass-

Mohawk (Georgia), Clean Tech (Michigan), and TABB

Tin-

Scrap Metal Service (East Chicago, IN)

Cardboard -

ROCKTENN, (export to China), ACN, and DuPage Paper Stock

Has any owner, partner, corporate officer or director ever been convicted of a felony under the laws of the State of Illinois or any other state or federal law of the United States?

□ YES

⋈ NO

If you answered "YES", please attach a detailed explanation.

VILLAGE OF HOMEWOOD 2020 Chestnut Road Homewood, IL 60430

SCAVENGER BUSINESS LICENSE RENEWAL APPLICATION

AFFIDAVIT

I hereby certify that the facts as shown in this Scavenger License Renewal form for Homewood Disposal Service, Inc. are unchanged; or if changes have occurred, all changes have been indicated in detail on the attached application.

nature of Owner, Partner, or Chief Corporate Officer

Subscribed and sworn to before me this

OFFICIAL SEAL CHRISTINE MARIE OKELMAN NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:03/01/23

2020 Chestnut Road Homewood, IL 60430

SCAVENGER BUSINESS LICENSE RENEWAL APPLICATION

HOLD HARMLESS

Homewood Disposal Service, Inc. agrees that it shall hold the Village of Homewood and its elected and appointed officials and employees harmless from any and all claims, suits, damages, or loss of use resulting from any act or omission to act by Homewood Disposal Service, Inc., its officers, employees, or agents arising out of or in the course of conducting a scavenger business in the Village of Homewood.

Secretary / Treasurer
Title

Date

2020 Chestnut Road Homewood, IL 60430 (708) 798-3000

SCAVENGER BUSINESS LICENSE RENEWAL APPLICATION

Please verify the following information, making corrections as necessary and providing any information that is not listed.

BUSINESS ESTABLISHMENT:

Allied Waste Transportation Inc. (A Division of Republic Services)

66 E. 24th Street

Chicago Heights, IL 60411

708-385-8252

TYPE OF OWNERSHIP:

Corporation

CORPORATE OFFICERS:

Name & Title:

-Don Slager-

President

Jon Vander Ark

DISPOSAL SITES:

Landfills:

Homewood Disposal Service, Inc., Homewood, IL

Star Disposal, Park Forest, IL

Allied Waste of (Crestwood Transfer Station), Crestwood, IL

Yard Wastes:

Allied Waste of (Crestwood Transfer Station), Crestwood, IL

Recyclables:

Resource Management, Chicago Ridge, IL

Has any owner, partner, corporate officer or director ever been convicted of a felony under the laws of the State of Illinois or any other state or federal law of the United States?

☐ YES

X NO

If you answered "YES", please attach a detailed explanation.

VILLAGE OF HOMEWOOD 2020 Chestnut Road Homewood, IL 60430

SCAVENGER BUSINESS LICENSE RENEWAL APPLICATION

AFFIDAVIT

I hereby certify that the facts as shown in this Scavenger License Renewal form for Allied Waste Transportation Inc. (A Division of Republic Services) are unchanged; or if changes have occurred, all changes have been indicated in detail on the attached application.

Signature of Owner, Partner, or Chief Corporate Officer

3-4-22 Data

Date

OFFICIAL SEAL
KELLY J TYRAKOWSKU:
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 11/18/24

Subscribed and sworn to before me this

day of March

20 22

Notary Rublin

2020 Chestnut Road Homewood, IL 60430

SCAVENGER BUSINESS LICENSE RENEWAL APPLICATION

HOLD HARMLESS

Allied Waste Transportation Inc. (A Division of Republic Services) agrees that it shall hold the Village of Homewood and its elected and appointed officials and employees harmless from any and all claims, suits, damages, or loss of use resulting from any act or omission to act by Allied Waste Transportation Inc. (A Division of Republic Services) its officers, employees, or agents arising out of or in the course of conducting a scavenger business in the Village of Homewood.

2020 Chestnut Road Homewood, IL 60430 (708) 798-3000

SCAVENGER BUSINESS LICENSE RENEWAL APPLICATION

Please verify the following information, making corrections as necessary and providing any information that is not listed.

BUSINESS ESTABLISHMENT:

Waste Management of Illinois, Inc.

700 E. Butterfield Rd., 4th Floor

Lombard, IL 60148 630-652-9014

TYPE OF OWNERSHIP:

Corporation

CORPORATE OFFICERS:

Jeff Harris - Area Sr. VP STEVE BATCHELOR

Harry Lamberton - Region VP BRAD POLLOCK

Greg Hassler - Area Ctrl Brian Roth - Region Ctrl

DISPOSAL SITES:

Landfills:

Prairie Lakes Transfer Station, Matteson, IL

Yard Wastes:

Harbor View, Chicago, IL

Recyclables:

Waste Management of Illinois- CID RDF, Chicago, IL

Has any owner, partner, corporate officer or director ever been convicted of a felony under the laws of the State of Illinois or any other state or federal law of the United States?

YES

X NO

If you answered "YES", please attach a detailed explanation.

VILLAGE OF HOMEWOOD 2020 Chestnut Road Homewood, IL 60430

SCAVENGER BUSINESS LICENSE RENEWAL APPLICATION

AFFIDAVIT

I hereby certify that the facts as shown in this Scavenger License Renewal form for Waste Management of Illinois, Inc. are unchanged; or if changes have occurred, all changes have been indicated in detail on the attached application.

Signature of Owner, Partner, or Chief Corporate Officer

March 10, 2022

OFFICIAL SEAL MARIA HARRIGAN

TV COMMISSION EXPIRES:06/03/23

Date

Subscribed and sworn to before me this

Maria Harrigan

2020 Chestnut Road Homewood, IL 60430

SCAVENGER BUSINESS LICENSE RENEWAL APPLICATION

HOLD HARMLESS

Waste Management of Illinois, Inc. agrees that it shall hold the Village of Homewood and its elected and appointed officials and employees harmless from any and all claims, suits, damages, or loss of use resulting from any act or omission to act by Waste Management of Illinois, Inc., its officers, employees, or agents arising out of or in the course of conducting a scavenger business in the Village of Homewood.

Signature

Title

Date



BOARD AGENDA MEMORANDUM

DATE OF MEETING: April 26, 2022

To: Village President and Board of Trustees

From: Napoleon Haney, Village Manager

Topic: Purchase of Properties located at 17900 Dixie Highway and 2066 Ridge Road

PURPOSE

The Village desires to purchase two commercial office properties - one located at 17900 Dixie Highway and the other at 2066 Ridge Road. Both buildings are located within the Downtown Transit Oriented Development (TOD) Tax Increment Financing District (TIF). The properties, 17900 Dixie Highway and 2066 Ridge Road, were offered for sale by the single owner.

The properties are owned by one individual and as a condition of sale, the Village and owner agree that the properties are to be sold and purchased as a package. The terms and conditions of the real estate purchase contracts are also contingent upon the simultaneous execution of both the 17900 Dixie Highway contract (Dixie Office Center, LLC and the Village) and the 2066 Ridge Road contract (Ridge-Harwood Building, LLC and the Village) and the simultaneous closing of the properties.

PROCESS

2066 Ridge Road – mixed-use/residential-retail

In line with the downtown TOD plan and supportive developments occurring in the downtown (Amtrak ADA - station and platform upgrades, Metra Station renovation, Hartford Building mixed-use development, etc.), the Village desires to purchase and redevelop the 2066 Ridge Road building into a mixed-use residential use.

Transit Oriented Development project typically creates vibrant, livable, and sustainable communities. Also known as TOD, it is the creation of compact, walkable, pedestrian-oriented, and mixed-use residential communities centered around high-quality train systems. This makes it possible to live a less stressful life without complete dependence on a car for mobility and survival.

17900 Dixie Highway – new elevated water tank

The Village desires to purchase and redevelop the 17900 Dixie Highway for public use. The Village's current downtown elevated water tank located at 2020 Chestnut Road will soon be retired from service because of its age. A new elevated water tank will be constructed at the 17900 Dixie Highway.

VILLAGE OF HOMEWOOD



Prior to negotiations with the property owners to purchase the two sites, the Village performed appraisals on the target properties, which served as a starting point in negotiating the respective sale prices. The sale price for the two properties were based, in large part, on their respective February 2022 appraisals.

February 2022 Appraisals

- 1. 17900 Dixie Highway appraisal \$560,000
- 2. 2066 Ridge Road appraisal \$505,000

After negotiations, the final sales price for the properties were agreed upon:

- 1. 17900 Dixie Highway \$655,000
- 2. 2066 Ridge Road \$505,000

OUTCOME

The negotiated total sale price for both properties is \$1,160,000. The Village anticipates a closing on or before May 27, 2022. The seller is paying all customary closing costs, including the owner's title insurance policy and ALTA surveys for both properties.

The Village attorney coordinated the preparation of the real estate purchase and sale contracts and a resolution approving the contracts for Board consideration and approval.

FINANCIAL IMPACT

The general fund has sufficient funds to cover the cost to purchase the 2066 Ridge Road property. Because the property at 17900 Dixie Highway has a water infrastructure purpose and end use, the Village's water fund will cover the cost of the purchase.

Funding Sources:

General Fund: \$505,000
 Water Fund: \$655,000
 Total: \$1,160,000

LEGAL REVIEW

Completed

RECOMMENDED BOARD ACTION

Pass a resolution authorizing the Village President to enter into two (2) real estate purchase contracts with Virginia A. Budny, seller for 17900 Dixie Highway and 2066 Ridge Road Homewood, IL; and, authorize the Village President, Village Manager, Village Attorney and other necessary Village officials to take all actions required to complete the purchase and acquisition of the properties as provided in the real estate purchase contracts.

VILLAGE OF HOMEWOOD

Item 10. K.



ATTACHMENT(S)

- Real Estate Purchase Contracts for 17900 Dixie Highway and 2066 Ridge Road
- Resolution Approving Purchase Contacts

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT is entered into between Dixie Office Center, LLC, an Illinois limited liability company, (being the record title holder or authorized agent for such record title holder), ("Seller"), and Village of Homewood, an Illinois municipal corporation, ("Purchaser").

- 1. **Conveyance**: Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, the real estate commonly known as 17900 Dixie Highway, Homewood, Cook County, Illinois, which real estate is improved with an office building and being more particularly described legally in Exhibit "A" attached and made a part hereof, together with all easements, rights and appurtenances thereto, all buildings and improvements now located thereon, and all of Seller's rights, title and interest in all public ways adjoining the same (hereinafter, with the land, collectively called "Premises").
- 2. **Purchase Price**: The "Purchase Price" is Six Hundred Fifty-Five Thousand Dollars and No Cents (\$655,000.00). The purchase price (plus or minus closing prorations) shall be due in cash upon Closing. This is a cash purchase and is not contingent upon the Purchaser obtaining financing.
- 3. Deed and Other Documents: Seller shall convey marketable and insurable title to the Premises by a Warranty Deed, at Seller's sole cost, subject only to current real estate taxes, not delinquent, and covenants, conditions, easements, encumbrances and restrictions approved by Purchaser in writing and those Permitted Title Exceptions set forth and identified on Exhibit "B" attached and made a part hereof. Seller shall also furnish Purchaser with: (i) an Affidavit of Title in customary form; (ii) a Bill of Sale for any items of personal property which the parties have agreed in writing are a subject of this transaction which items are set forth or described on Exhibit "C" attached; (iii) assignments in proper form of all existing Leases (if any and if Purchaser, in its sole and absolute discretion elects to accept title subject to any such Lease) together with reasonable form notices to the tenants (executed by Seller) apprising each tenant of such lease assignment and the sale of the Premises. Purchaser shall, within seven days of receipt of said Leases send notice to the Seller of its intention to accept the Property subject to said Leases or shall provide a Notice of Termination of said Contract. In the absence of notice Purchaser shall be deemed to have accepted said Leases. Seller agrees not to execute any new Leases or extensions without the Purchaser's consent; (iv) a reasonable form of Tenant Estoppel Certificate executed and provided by each tenant. Seller will use its best efforts to obtain a Tenant Estoppel Certificate from each tenant, however, the failure to obtain all Tenant Estoppel Certificates shall not be a breach of this Agreement and the Purchaser shall not have a right to terminate the Contract; (v) assignments in proper form of all maintenance and service contracts, insurance policies, assignable roof warranties and other such assignable warranties pertaining to the building or Premises (if any) and other such items affecting the Premises which Purchaser is willing to accept (if any); (vi) a certified Rent Roll, executed by the Seller; (vii) a Closing Statement; and (viii) such other documents as are customarily required or are required herein to be delivered at Closing (including ALTA Statements, FIRPTA Statements and title company

undertakings). Seller agrees to execute and deliver to Purchaser any other affidavit, statement or other document normally required by the title insurance company specified in Paragraph 5 as a condition for issuing the title insurance policy provided for below.

- 4. **Earnest Money**: Total earnest money shall be Twenty-Five Thousand Dollars and No Cents (\$25,000.00) and shall be paid upon full execution of this Contract in cash (the "earnest money"). All earnest money paid by Purchaser shall be credited toward the purchase price at Closing. The earnest money shall be held by the title insurer/escrow agent under a customary form of strict joint order escrow. Purchaser shall deposit the balance of the purchase price in escrow established with the escrow agent upon Closing. If Purchaser defaults and fails to cure said default within fifteen (15) days after receipt of written notice thereof from Seller, upon demand of Seller, said earnest money, shall be forfeited as liquidated damages, and not as a penalty; and this Contract shall become void. If this Contract is terminated for any reason other than Purchaser's default, the earnest money shall immediately be returned to the Purchaser.
- 5. **Title Insurance**: Seller, at its own expense, shall procure and deliver to Purchaser within fifteen (15) days after execution hereof a title commitment on the Premises for a 2006 ALTA owners title insurance policy, (with requirements set forth for extended coverage which requirements shall be satisfied by Seller before Closing), or a comparable form, from Chicago Title Insurance Company, or from such other title insurer to which Purchaser agrees in writing (the "title insurer" or "escrow agent") in the amount of Purchase Price, covering the date of this Contract. If Purchaser so request, Seller shall arrange for and procure as part of such required title insurance coverage (as a Purchaser's title expense) a 3.1 zoning endorsement (with parking) and/or access endorsement and/or such other endorsements as may be reasonably so requested. Special endorsements requested by Purchaser shall be at Purchaser's expense. Seller shall only be responsible for the title insurance premium and extended coverage. If the title commitment discloses any defects in title, Seller shall have thirty (30) days from the date of Purchaser's notice of such defects to make a good faith effort to cure such defects and to furnish a later date report showing defects cured or removed. If such defects cannot be cured within the thirty (30) days, Purchaser may terminate this contract or may, at its election, take the title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount upon giving to Seller notice of such election and tendering performance on its part. When title is transferred to Purchaser, Seller shall cause to be delivered to Purchaser an owner's title insurance policy, as, subject only to the approved title matters.
- 6. **Survey**: Seller shall, at Seller's expense, furnish Purchaser at least thirty (30) days before Closing with a current (not over six (6) months old) certified land title survey drawn in accordance with the Minimum Standard Detail Requirements for Land Title Surveys as adopted by the American Land Title Association and American Congress on Surveying and Mapping, bearing a legal description, made by a licensed surveyor, showing the area, dimensions and location of the Premises to the nearest monuments, streets, alleys on all sides, the location of all utilities in adjoining streets, alleys or property, the location of all improvements and

2

encroachments, the location of all recorded easements against or appurtenant to the Premises, and not disclosing any condition rendering the Premises unusable.

- 7. **Inspection**: Following the date of this contract and for a period of thirty (30) days, Purchaser or its agents shall have the right upon forty-eight (48) hours' notice and at reasonable times to make or cause to be made any inspections of physical nature of the Premises deemed necessary or convenient to Purchaser. Seller agrees to cooperate with Purchaser in allowing Purchaser to make the foregoing inspections. Purchaser shall use its best efforts not to interfere in any way with the tenant's ongoing business or the tenant's customers and/or invitees. Purchaser shall indemnify, defend and hold Seller and its directors, shareholders, partners, employees and agents harmless from and against all claims, losses, liabilities, costs, damages and expenses (including reasonable attorney's fees) for property damage or personal injury claims, losses, liabilities, costs, damages and expenses (including reasonable attorney's fees) incurred by Seller because of any such inspection. Purchaser's indemnification shall survive the Closing or termination of this Contract. In the event Purchaser causes any damage to the Property as a result of said inspection, Purchaser shall be solely responsible for restoring the Property to its condition as it existed prior to Purchaser's inspection.
- 8. **Seller's Warranties and Representations**: Seller covenants, warrants and represents to Purchaser to the best of Seller's knowledge that:
 - A. There are no actions or proceedings pending (or to Seller's best knowledge threatened) against Seller or any part of the Premises which, if determined adversely to Seller, would have an adverse effect on Seller, Purchaser or the Premises.
 - B. Excluding the Village of Homewood, there is neither any pending (or to seller's best knowledge threatened) any condemnation, eminent domain, or similar proceeding(s) affecting the Premises, or any part thereof, nor, to the best of Seller's knowledge, is any such proceeding or action contemplated or threatened by any governmental authority.
 - C. To the best of Seller's knowledge, Seller has complied with and the Premises comply with all laws, ordinances, regulations, statutes, rules and restrictions relating to the Premises and the use thereof.
 - D. Seller has and will have at the Closing, full and complete fee simple record title to the Premises, subject only to Permitted Title Exceptions.
 - E. Seller represents and warrants that neither Seller, nor any of Seller's agents have contracted to sell the Premises or any portion thereof or any interest (other than to the Purchaser).

- F. There are no Hazardous Materials or toxic contaminants or substances in, on, under or about the Premises, or in any buildings or structures on the Premises, which are or could be or could become detrimental to the Premises or otherwise to human health or the environment generally or which are or could become a violation of any laws or regulations. For purposes herein, the term "Hazardous Material" means and includes asbestos, PCB's and any hazardous, toxic or dangerous waste, substance or material defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9610 et seq., any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, related to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time hereafter in effect.
- G. The most recent ascertainable annual general real estate taxes for the Premises for tax year 2020 were approximately \$42,592.30. Seller has received no notice of any other assessment or tax against the Premises other than such general real estate taxes.
- H. All representations, warranties and covenants made by Seller in this Agreement shall be deemed remade as of the Closing and shall survive the Closing for twelve (12) months, except that said representations shall survive for a period of two (2) years in the event that said representations and/or warranties may relate to any personal injury claim against Seller. Seller agrees to save, defend, indemnify and hold Purchaser harmless from any cost, expenses (including reasonable attorney's fees), suits, liens, damages and/or liabilities sustained by Purchaser due to Seller's breach of any of the foregoing.
- 9. **Possession**: Seller covenants to deliver to Purchaser at Closing sole and actual possession of the Premises, subject only to the Permitted Title Exceptions, and the tenancies of any bona-fide tenants in possession under valid leases in good standing.
- 10. **Escrow/Closing**: Closing and settlement shall take place at the office of the title insurer/escrowee, or at a place mutually agreed to by the parties, on May 27, 2022, or such other date hereafter mutually agreed in writing. This sale shall be closed under the general provisions of the usual form of Deed and Money Escrow Agreement then furnished and in use by the escrow agent, with such special provisions inserted in the escrow agreement as required to conform with this contract, or such other escrow agreement as the parties may have agreed or consent to. Before closing in escrow, Seller shall submit to Purchaser for approval a copy of the proposed Deed, a copy of the most recent tax bill, and a copy of all other closing documents and items described in Paragraph 3 hereof. All current real estate taxes are to be prorated as of closing based on 110% of the most recent ascertainable full year tax bill. All general real estate tax prorations shall be final as of the date of closing. Any rents, tenant security deposits, assigned insurance policy premiums and other such items shall also be equitably prorated upon

4

closing. To the extent the same may be assessed, all state and county transfer and conveyance taxes and/or documentary stamps and special real estate taxes and assessments shall be paid for by the Seller. The cost of recording the documents called for herein shall be paid for by Purchaser. The cost of the escrow shall be divided equally between Seller and Purchaser. All costs related to issuing the title policy, including title examination fees and premiums but excluding special endorsements requested by Purchaser shall be paid for by Seller.

- Date of Contract/Time of the Essence/Cure of Defaults: The effective date of this contract shall be the later of the dates following Seller's and Purchaser's signatures. Time is of the essence of this contract. In the event that any of the foregoing covenants are not met or complied with within the time limits provided for herein, either party may give written notice to the other party demanding this contract be performed within fifteen (15) days from said notice. If said demand is not complied with, the demanding party may, at its option, declare this contract void and of no further force and effect and/or avail itself of any other remedy at law or in equity (including specific performance), provided, however, if such default is curable but cannot, within reasonable diligence be cured within said fifteen (15) day period, then so long as either party commences to cure such default within such fifteen (15) day period, and thereafter cures such default with due diligence, the other party shall have an additional thirty (30) days to cure such breach. If Purchaser's default remains uncured, forfeiture of the earnest money shall be Seller's sole and exclusive remedy.
- 12. **Notices**: All notices and demands herein required shall be in writing and shall be deemed given if served personally or upon deposit in the United States Certified Mail, Return Receipt Requested as follows:

TO SELLER: John O'Donnell

Hiskes Dillner O'Donnell Marovich & Lapp Ltd.

10759 W 159th St.

Suite 201

Orland Park, Illinois 60467

(708) 403-5050

(708) 403-9667 (FAX)

Attorney for Dixie Office Center, LLC

TO Christopher J. Cummings PURCHASER:

Christopher J. Cummings, P.C.

2024 Hickory Rd.

Suite 205

Homewood, Illinois 60430

(708) 799-7575

(866) 645-4219 (FAX)

Chris@CJCummingsLaw.com Attorney for Village of Homewood

- 13. **Miscellaneous Covenants**: This Contract shall be governed by and construed under the law of the State of Illinois. Venue for any disputes or enforcement hereof shall be in the Circuit Court of Cook County, Illinois. The covenants, warranties, representations and agreements herein contained shall not merge with the Deed but rather shall survive closing and shall run with the land and extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties for one (1) year following Closing, provided, however that said representations shall survive for a period of two (2) years in the event that said representations and/or warranties may relate to any personal injury claim against Seller. If any term, covenant or condition is unlawful or unenforceable, it shall be severed from this contract and given no effect and the remaining terms of this contract shall continue to be operative, binding and effective. This document contains all of the agreements between the parties and may be modified only by a written amendment executed by the parties.
- 14. **Risk of Loss**: It is agreed this contract is governed by the Uniform Vendor and Purchaser Risk Act (765 ILCS 65/1 *et seq.*).
- 15. **Assignment**: This Contract shall bind and benefit the parties and their respective heirs, successors and assigns. Purchaser shall not assign this Contract or Purchaser's rights without Seller's prior written consent.
- 16. **Recordation/Memorandum**: Seller agrees to reasonably cooperate with Purchaser to execute and deliver to Purchaser a recordable short-form memorandum of this Contract if Purchaser requests the same.
- 17. **Broker's Commission**: Each party warrants and represents to the other that neither party has retained a broker in connection with this sale and purchase of the Premises, and each party indemnifies, defends and holds harmless the other against all claims for broker's fees or similar commissions from any brokers or finders other than those identified in this Paragraph 17, claiming by, through or under the indemnifying party. Seller shall pay any commission or fee due and owing any broker expressly identified in this Paragraph 17.
- 18. This Real Estate Purchase Contract is for the sale and purchase of the Property in an "as is" condition as of the date of offer. Purchaser acknowledges that no representations, warranties or guarantees with respect to the condition of the Property have been made by Seller. The backup sump and ejector pumps are not in operating condition.
- 19. The terms and conditions of this Real Estate Purchase Contract are contingent upon the simultaneous execution of a Real Estate Purchase Contract between Ridge-Harwood Building, LLC and the Village of Homewood for the property commonly known as 2066 Ridge Road, Homewood, Illinois and the simultaneous closing of said Property.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates referred to below their respective signatures.

SELLER:	PURCHASER:
Dixie Office Center, LLC, an Illinois limited liability company	Village of Homewood, an Illinois municipal corporation
By: Virginia A. Budny, Manager	By:
Date:, 2022	Date:, 2022
	By: Marilyn Thomas, Village Clerk
	Date:, 2022

EXHIBIT "A"

LEGAL DESCRIPTION

[attach legal from 2009 Quit Claim Deed recorded as document number 0925931039]

Permanent Index Numbers: 29-31-124-008-0000 and 29-31-303-021-0000

EXHIBIT "B"

PERMITTED TITLE EXCEPTIONS

1. General real estate taxes not yet due or payable.

EXHIBIT "C"

SCHEDULE OF PERSONAL PROPERTY

All fixtures, tools, equipment, materials and supplies owned by Seller and either on the Premises and/or otherwise utilized on-site for maintenance upkeep and operation of the Premises.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT is entered into between Ridge-Harwood Building, LLC, an Illinois limited liability company, (being the record title holder or authorized agent for such record title holder), ("Seller"), and Village of Homewood, an Illinois municipal corporation, ("Purchaser").

- 1. **Conveyance**: Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, the real estate commonly known as 2066 Ridge Road, Homewood, Cook County, Illinois, which real estate is improved with an office building and parking lot and being more particularly described legally in Exhibit "A" attached and made a part hereof, together with all easements, rights and appurtenances thereto, all buildings and improvements now located thereon, and all of Seller's rights, title and interest in all public ways adjoining the same (hereinafter, with the land, collectively called "Premises").
- 2. **Purchase Price**: The "Purchase Price" is Five Hundred Five Thousand Dollars and No Cents (\$505,000.00). The purchase price (plus or minus closing prorations) shall be due in cash upon Closing. This is a cash purchase and is not contingent upon the Purchaser obtaining financing.
- 3. Deed and Other Documents: Seller shall convey marketable and insurable title to the Premises by a Warranty Deed, at Seller's sole cost, subject only to current real estate taxes, not delinquent, and covenants, conditions, easements, encumbrances and restrictions approved by Purchaser in writing and those Permitted Title Exceptions set forth and identified on Exhibit "B" attached and made a part hereof. Seller shall also furnish Purchaser with: (i) an Affidavit of Title in customary form; (ii) a Bill of Sale for any items of personal property which the parties have agreed in writing are a subject of this transaction which items are set forth or described on Exhibit "C" attached; (iii) assignments in proper form of all existing Leases (if any and if Purchaser, in its sole and absolute discretion elects to accept title subject to any such Lease) together with reasonable form notices to the tenants (executed by Seller) apprising each tenant of such lease assignment and the sale of the Premises. Purchaser shall, within seven days of receipt of said Leases, send notice to the Seller of its intention to accept the Property subject to said Leases or shall provide a Notice of Termination of said Contract. In the absence of notice Purchaser shall be deemed to have accepted said Leases. Seller agrees not to execute any new Leases or extensions without the Purchaser's consent; (iv) a reasonable form of Tenant Estoppel Certificate executed and provided by each tenant;. Seller will use its best efforts to obtain a Tenant Estoppel Certificates from each tenant, however, the failure to obtain all Tenant Estoppel Certificates shall not be a breach of this Agreement and the Purchaser shall not have a right to terminate the Contract; (v) assignments in proper form of all maintenance and service contracts, insurance policies, assignable roof warranties and other such assignable warranties pertaining to the building or Premises (if any) and other such items affecting the Premises which Purchaser is willing to accept (if any); (vi) a certified Rent Roll, executed by the Seller; (vii) a Closing Statement; and (viii) such other documents as are customarily required or are required herein to be delivered at Closing (including ALTA Statements, FIRPTA Statements

and title company undertakings). Seller agrees to execute and deliver to Purchaser any other affidavit, statement or other document normally required by the title insurance company specified in Paragraph 5 as a condition for issuing the title insurance policy provided for below.

- 4. **Earnest Money**: Total earnest money shall be Twenty-Five Thousand Dollars and No Cents (\$25,000.00) and shall be paid upon full execution of this Contract in cash (the "earnest money"). All earnest money paid by Purchaser shall be credited toward the purchase price at Closing. The earnest money shall be held by the title insurer/escrow agent under a customary form of strict joint order escrow. Purchaser shall deposit the balance of the purchase price in escrow established with the escrow agent upon Closing. If Purchaser defaults and fails to cure said default within fifteen (15) days after receipt of written notice thereof from Seller, upon demand of Seller, said earnest money, shall be forfeited as liquidated damages, and not as a penalty; and this Contract shall become void. If this Contract is terminated for any reason other than Purchaser's default, the earnest money shall immediately be returned to the Purchaser.
- 5. **Title Insurance**: Seller, at its own expense, shall procure and deliver to Purchaser within fifteen (15) days after execution hereof a title commitment on the Premises for a 2006 ALTA owners title insurance policy, (with requirements set forth for extended coverage which requirements shall be satisfied by Seller before Closing), or a comparable form, from Chicago Title Insurance Company, or from such other title insurer to which Purchaser agrees in writing (the "title insurer" or "escrow agent") in the amount of Purchase Price, covering the date of this Contract. If Purchaser so request, Seller shall arrange for and procure as part of such required title insurance coverage (as a Purchaser's title expense) a 3.1 zoning endorsement (with parking) and/or access endorsement and/or such other endorsements as may be reasonably so requested. Special endorsements requested by Purchaser shall be at Purchaser's expense. Seller shall only be responsible for the title insurance premium and extended coverage. If the title commitment discloses any defects in title, Seller shall have thirty (30) days from the date of Purchaser's notice of such defects to make a good faith effort to cure such defects and to furnish a later date report showing defects cured or removed. If such defects cannot be cured within the thirty (30) days, Purchaser may terminate this contract or may, at its election, take the title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount upon giving to Seller notice of such election and tendering performance on its part. When title is transferred to Purchaser, Seller shall cause to be delivered to Purchaser an owner's title insurance policy, as, subject only to the approved title matters.
- 6. **Survey**: Seller shall, at Seller's expense, furnish Purchaser at least thirty (30) days before Closing with a current (not over six (6) months old) certified land title survey drawn in accordance with the Minimum Standard Detail Requirements for Land Title Surveys as adopted by the American Land Title Association and American Congress on Surveying and Mapping, bearing a legal description, made by a licensed surveyor, showing the area, dimensions and location of the Premises to the nearest monuments, streets, alleys on all sides, the location of all utilities in adjoining streets, alleys or property, the location of all improvements and

122

encroachments, the location of all recorded easements against or appurtenant to the Premises, and not disclosing any condition rendering the Premises unusable.

- 7. **Inspection**: Following the date of this contract for a period of thirty (30) days, Purchaser or its agents shall have the right upon forty-eight (48) hours' notice and at reasonable times to make or cause to be made any inspections of physical nature of the Premises deemed necessary or convenient to Purchaser. Seller agrees to cooperate with Purchaser in allowing Purchaser to make the foregoing inspections. Purchaser shall use its best efforts not to interfere in any way with the tenant's ongoing business or the tenant's customers and/or invitees. Purchaser shall indemnify, defend and hold Seller and its directors, shareholders, partners, employees and agents harmless from and against all claims, losses, liabilities, costs, damages and expenses (including reasonable attorney's fees) for property damage or personal injury claims, losses, liabilities, costs, damages and expenses (including reasonable attorney's fees) incurred by Seller because of any such inspection. Purchaser's indemnification shall survive the Closing or termination of this Contract. In the event Purchaser causes any damage to the Property as a result of said inspection, Purchaser shall be solely responsible for restoring the Property to its condition as it existed prior to Purchaser's inspection.
- 8. **Seller's Warranties and Representations**: Seller covenants, warrants and represents to Purchaser to the best of Seller's knowledge that:
 - A. There are no actions or proceedings pending (or to Seller's best knowledge threatened) against Seller or any part of the Premises which, if determined adversely to Seller, would have an adverse effect on Seller, Purchaser or the Premises.
 - B. Excluding the Village of Homewood, there is neither any pending (or to seller's best knowledge threatened) any condemnation, eminent domain, or similar proceeding(s) affecting the Premises, or any part thereof, nor, to the best of Seller's knowledge, is any such proceeding or action contemplated or threatened by any governmental authority.
 - C. To the best of Seller's knowledge, Seller has complied with and the Premises comply with all laws, ordinances, regulations, statutes, rules and restrictions relating to the Premises and the use thereof.
 - D. Seller has and will have at the Closing, full and complete fee simple record title to the Premises, subject only to Permitted Title Exceptions.
 - E. Seller represents and warrants that neither Seller, nor any of Seller's agents have contracted to sell the Premises or any portion thereof or any interest (other than to the Purchaser).

- F. There are no Hazardous Materials or toxic contaminants or substances in, on, under or about the Premises, or in any buildings or structures on the Premises, which are or could be or could become detrimental to the Premises or otherwise to human health or the environment generally or which are or could become a violation of any laws or regulations. For purposes herein, the term "Hazardous Material" means and includes asbestos, PCB's and any hazardous, toxic or dangerous waste, substance or material defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9610 et seq., any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, related to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time hereafter in effect.
- G. The most recent ascertainable annual general real estate taxes for the Premises for tax year 2020 were approximately \$42,592.30. Seller has received no notice of any other assessment or tax against the Premises other than such general real estate taxes.
- H. All representations, warranties and covenants made by Seller in this Agreement shall be deemed remade as of the Closing and shall survive the Closing for twelve (12) months, except that said representations shall survive for a period of two (2) years in the event that said representations and/or warranties may relate to any personal injury claim against Seller.. Seller agrees to save, defend, indemnify and hold Purchaser harmless from any cost, expenses (including reasonable attorney's fees), suits, liens, damages and/or liabilities sustained by Purchaser due to Seller's breach of any of the foregoing.
- 9. **Possession**: Seller covenants to deliver to Purchaser at Closing sole and actual possession of the Premises, subject only to the Permitted Title Exceptions, and the tenancies of any bona-fide tenants in possession under valid leases in good standing.
- 10. **Escrow/Closing**: Closing and settlement shall take place at the office of the title insurer/escrowee, or at a place mutually agreed to by the parties, on May 27, 2022, or such other date hereafter mutually agreed in writing. This sale shall be closed under the general provisions of the usual form of Deed and Money Escrow Agreement then furnished and in use by the escrow agent, with such special provisions inserted in the escrow agreement as required to conform with this contract, or such other escrow agreement as the parties may have agreed or consent to. Before closing in escrow, Seller shall submit to Purchaser for approval a copy of the proposed Deed, a copy of the most recent tax bill, and a copy of all other closing documents and items described in Paragraph 3 hereof. All current real estate taxes are to be prorated as of closing based on 110% of the most recent ascertainable full year tax bill. All general real estate tax prorations shall be final as of the date of closing. Any rents, tenant security deposits, assigned insurance policy premiums and other such items shall also be equitably prorated upon

closing. To the extent the same may be assessed, all state and county transfer and conveyance taxes and/or documentary stamps and special real estate taxes and assessments shall be paid for by the Seller. The cost of recording the documents called for herein shall be paid for by Purchaser. The cost of the escrow shall be divided equally between Seller and Purchaser. All costs related to issuing the title policy, including title examination fees and premiums but excluding all special endorsements requested by Purchaser shall be paid for by Seller.

- 11. **Date of Contract/Time of the Essence/Cure of Defaults**: The effective date of this contract shall be the later of the dates following Seller's and Purchaser's signatures. Time is of the essence of this contract. In the event that any of the foregoing covenants are not met or complied with within the time limits provided for herein, either party may give written notice to the other party demanding this contract be performed within fifteen (15) days from said notice. If said demand is not complied with, the demanding party may, at its option, declare this contract void and of no further force and effect and/or avail itself of any other remedy at law or in equity (including specific performance), provided, however, if such default is curable but cannot, within reasonable diligence be cured within said fifteen (15) day period, then so long as either party commences to cure such default within such fifteen (15) day period, and thereafter cures such default with due diligence, the other party shall have an additional thirty (30) days to cure such breach. If Purchaser's default remains uncured, forfeiture of the earnest money shall be Seller's sole and exclusive remedy.
- 12. **Notices**: All notices and demands herein required shall be in writing and shall be deemed given if served personally or upon deposit in the United States Certified Mail, Return Receipt Requested as follows:

TO SELLER: John O'Donnell

Hiskes Dillner O'Donnell Marovich & Lapp Ltd.

10759 W 159th St.

Suite 201

Orland Park, Illinois 60467

(708) 403-5050

(708) 403-9667 (FAX)

Attorney for Ridge-Harwood Building, LLC

TO Christopher J. Cummings

PURCHASER: Christopher J. Cummings, P.C.

2024 Hickory Rd.

Suite 205

Homewood, Illinois 60430

(708) 799-7575

(866) 645-4219 (FAX)

Chris@CJCummingsLaw.com Attorney for Village of Homewood

- 13. **Miscellaneous Covenants**: This Contract shall be governed by and construed under the law of the State of Illinois. Venue for any disputes or enforcement hereof shall be in the Circuit Court of Cook County, Illinois. The covenants, warranties, representations and agreements herein contained shall not merge with the Deed but rather shall survive closing and shall run with the land and extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties for one (1) year following Closing, provided, however, that said representations shall survive for a period of two (2) years in the event that said representations and/or warranties may relate to any personal injury claim against Seller. If any term, covenant or condition is unlawful or unenforceable, it shall be severed from this contract and given no effect and the remaining terms of this contract shall continue to be operative, binding and effective. This document contains all of the agreements between the parties and may be modified only by a written amendment executed by the parties.
- 14. **Risk of Loss**: It is agreed this contract is governed by the Uniform Vendor and Purchaser Risk Act (765 ILCS 65/1 *et seq.*).
- 15. **Assignment**: This Contract shall bind and benefit the parties and their respective heirs, successors and assigns. Purchaser shall not assign this Contract or Purchaser's rights without Seller's prior written consent.
- 16. **Recordation/Memorandum**: Seller agrees to reasonably cooperate with Purchaser to execute and deliver to Purchaser a recordable short-form memorandum of this Contract if Purchaser requests the same.
- 17. **Broker's Commission**: Each party warrants and represents to the other that neither party has retained a broker in connection with this sale and purchase of the Premises, and each party indemnifies, defends and holds harmless the other against all claims for broker's fees or similar commissions from any brokers or finders other than those identified in this Paragraph 1717, claiming by, through or under the indemnifying party. Seller shall pay any commission or fee due and owing any broker expressly identified in this Paragraph 17.
- 18. This Real Estate Purchase Contract is for the sale and purchase of the Property in an "as is" condition as of the date of offer. Purchaser acknowledges that no representations, warranties or guarantees with respect to the condition of the Property have been made by Seller other than those known defects, if any, disclosed by Seller.
- 19. The terms and conditions of this Real Estate Purchase Contract are contingent upon the simultaneous execution of a Real Estate Purchase Contract between Dixie Office Center, LLC and the Village of Homewood for the property commonly known as 17900 Dixie Highway, Homewood, Illinois and the simultaneous closing of said Property.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates referred to below their respective signatures.

SELLER:	PURCHASER:
Ridge-Harwood Building, LLC, an Illinois limited liability company	Village of Homewood, an Illinois corporation
By: Virginia A. Budny, Manager	By:
Date:, 2022	Date:, 2022
	By: Marilyn Thomas, Village Clerk
	Date:, 2022

EXHIBIT "A"

LEGAL DESCRIPTION

All of Lot 4 and Lots 5 and 6 (except the Easterly 50 feet of Lots 5 and 6) and the North 45 feet of Lot 10 and Block 10 and Block "B" in the Village of Hartford now called Homewood, a subdivision of the Northeast 1/4 of the Southwest 1/4 of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Numbers: 29-31-307-005-0000; 29-31-307-004-0000; and 29-31-307-015-0000

EXHIBIT "B"

PERMITTED TITLE EXCEPTIONS

1. General real estate taxes not yet due or payable.

EXHIBIT "C"

SCHEDULE OF PERSONAL PROPERTY

All fixtures, tools, equipment, materials and supplies owned by Seller and either on the Premises and/or otherwise utilized on-site for maintenance upkeep and operation of the Premises.



Appraisal Report



Route	N/A	Project	NA	
Section	N/A	Job No.	N/A	
County	Cook	Parcel	N/A	Unit NA
Take: Appraisal S		Other:		
1. Attache	ed is a ☐ complex ⊠ non-complex appraisal, per	· IDOT's Land A	cquisition Policies and	Procedures Manual.
	on and Address: North side of Dixie Highway betw			
with a	common address of 17900 Dixie Highway, Homev	vood, Illinois 60	430	
	cation: The tax pin numbers are 29-31-124-008 &			
 Presen 60643 	at Owner's Name, Address and Telephone No.: Di	xie Office Cente	er, LLC, 10338 South S	Seeley Avenue, Illinois
5. Tenant	s's or Lessee's Name, Address and Telephone No			
	ration; Original & Sons, Inc. & Hassan Original; Ba			
1028	& Lisa Zaharis; Security Dynamic Corporation; C	HO & ASSOCIATE	es LLC; & Amaigamate	ed Transil Union, Local
	Interviewed: Virginia Budny	7. Interviewed	d by: Fred T. Tadrowsł	Kİ
8. Farmla	and Preservation Act (pertains to fee takings and p	ermanent ease	ments):	
☐ CL	<u>.</u>]FL	<i>'</i>	OL N/A
9. Pres	ent Use: Office Building Hig	hest and Best l	Jse Before Taking:	Office Building
Zoni	ng: B-1 (CBD), Central Business District, Hig	hest and Best l	Jse After Taking:	N/A
	Village of Homewood			
	-		Acres	Sq. Ft.
	a of Whole Property		0.3702	16,126
	I Area to be Acquired in Fee Simple Title:		0.3702	16,126
	Area to be Acquired by New Dedication		0	0
	Area Acquired by Previous Dedication	-	0 2702	0
	Area to be Acquired for Additional ROW	-	0.3702	16,126
	to be Acquired by Permanent Easement to be Acquired by Temporary Easement	-	0	0
	of Remainder		0	0
11. Fina	I Conclusion of Value	Effective Da	te of Appraisal:	02/05/2022
Fair	Market Value of Whole Property			\$560,000
	For Partial Taking include t	he following:		
Fair	Market Value of property taken (including improve	ements) as part	of the whole	\$560,000
	Market Value of remainder as part of the whole be			0
	Market Value of remainder after taking as will be	affected by cont	emplated	0
	ovements			
	lage to Remainder spensation for Permanent Easement(s)			0 N/A
	pensation for Temporary Easement(s)			N/A
	Il Compensation			\$560,000
Date of the	e Report: 02/07/2022			
שמוט טו וווי	e Neport. <u>02/07/2022</u>		Ded T. Tad	weshi
Appraiser	Name: Fred T. Tadrowski		Appraiser Signa	
	ype: State Certified General Real Estate Apprai	ser IL Lice	nse # <u>553.001602</u>	Expires: <u>9/30/2023</u>

General Data

Definition of Fair Market Value: The fair cash market value of a property in an eminent domain proceeding is that price which a willing buyer would pay in cash, and a willing seller would accept, when the buyer is not compelled to buy and the seller is not compelled to sell. In the condemnation of a property for a public improvement, any appreciation or depreciation in value caused by the contemplated improvement shall be excluded from the consideration of the fair cash market value of the whole property and the value of the part taken. (Illinois Pattern Jury instructions)

In the event of a partial acquisition where there is remainder property, any appreciation or depreciation caused by the contemplated improvement shall be considered when determining the fair cash market value of the remainder. Any increase or decrease in value caused by the actual acquisition of a part of the property must be considered in estimating the value of the remainder after taking.

Property History: Has subject sold in the last five (5) years or is it currently listed for sale? Yes No If yes, an analysis of the recent sale(s) and/or current listing is summarized as follows: N/A Property Interest to be Appraised:		e of the remainder after taking.
Property Interest to be Acquired (check all that apply): Fee Acquisition		
Fee Acquisition	Propert	y Interest to be Appraised: Fee Simple Estate Leased Fee Estate
Type of Appraisal (per IDOT's Land Acquisition Policies and Procedures Manual): Non-Complex: Appraisal report 'meets minimum requirements consistent with commonly accepted Federal and Federally-assisted program appraisal practices for those acquisitions, which, by virtue of their low value or simplicity," do not require in-depth analysis presentation. Complex: Appraisal report that meets all minimum requirements and also reflects "established and commonly accepted Federal and Federally-assisted program appraisal practices" with appropriate in-depth analysis and presentation. Client: Village of Homewood Intended User: The intended users of this report include the Client and any of its Federal-funding partners. Parties who receive a copy of this report as a consequence of the Client's disclosure policies are not intended users of the report. Intended Use: The intended use of this appraisal report is for ☑ acquisition ☐ disposition of right of way by the Client. This report is not intended for any other use. Authorization: The following person contacted the appraiser to provide this appraisal service: Mark Mathewson of Mathewson Right-of-Way Company. Purpose of Valuation: The purpose of this valuation is to arrive at an opinion of the fair market value of the acquisition of the whole property and/or a portion thereof. When applicable, the fair market value of the whole will be established, as will the fair market value of the remainder after the taking. Fair Market Value may also be affected by contemplated improvements with consideration for damages or benefits, if any, to the remainder, and/or the fair market value o possible permanent easements and/or temporary easements as required by design, and the total just compensation due to property owner by reason of the taking. The purpose of this valuation is to arrive at an opinion of the fair market value of the subject land parcel and/or	⊠ F∈ □ T∈ □ N	ee Acquisition Permanent Easement Dedication/Perpetual Easement emporary Easement Other: one of the Above: This appraisal is for the disposal of excess land and/or the release of other rights.
Non-Complex: Appraisal report "meets minimum requirements consistent with commonly accepted Federal and Federally-assisted program appraisal practices for those acquisitions, which, by virtue of their low value or simplicity," do not require in-depth analysis presentation. Complex: Appraisal report that meets all minimum requirements and also reflects "established and commonly accepted Federal and Federally-assisted program appraisal practices" with appropriate in-depth analysis and presentation. Client: Village of Homewood Intended User: The intended users of this report include the Client and any of its Federal-funding partners. Parties who receive a copy of this report as a consequence of the Client's disclosure policies are not intended users of the report. Intended Use: The intended use of this appraisal report is for ☑ acquisition ☐ disposition of right of way by the Client. This report is not intended for any other use. Authorization: The following person contacted the appraiser to provide this appraisal service: Mark Mathewson of Mathewson Right-of-Way Company. Purpose of Valuation: The purpose of this valuation is to arrive at an opinion of the fair market value of the acquisition of the whole property and/or a portion thereof. When applicable, the fair market value of the whole will be established, as will the fair market value of the remainder after the taking. Fair Market Value may also be affected by contemplated improvements with consideration for damages or benefits, if any, to the remainder, and/or the fair market value on possible permanent easements and/or temporary easements as required by design, and the total just compensation due to property owner by reason of the taking. The purpose of this valuation is to arrive at an opinion of the fair market value of the subject land parcel and/or	USPAP	Reporting Option (as defined by USPAP SR 2-2): Appraisal Report Restricted Appraisal Report
accepted Federal and Federally-assisted program appraisal practices" with appropriate in-depth analysis and presentation. Client: Village of Homewood Intended User: The intended users of this report include the Client and any of its Federal-funding partners. Parties who receive a copy of this report as a consequence of the Client's disclosure policies are not intended users of the report. Intended Use: The intended use of this appraisal report is for ☑ acquisition ☐ disposition of right of way by the Client. This report is not intended for any other use. Authorization: The following person contacted the appraiser to provide this appraisal service: Mark Mathewson of Mathewson Right-of-Way Company. Purpose of Valuation: The purpose of this valuation is to arrive at an opinion of the fair market value of the acquisition of the whole property and/or a portion thereof. When applicable, the fair market value of the whole will be established, as will the fair market value of the remainder after the taking. Fair Market Value may also be affected by contemplated improvements with consideration for damages or benefits, if any, to the remainder, and/or the fair market value of possible permanent easements and/or temporary easements as required by design, and the total just compensation due to property owner by reason of the taking. The purpose of this valuation is to arrive at an opinion of the fair market value of the subject land parcel and/or	Ď.	Non-Complex: Appraisal report "meets minimum requirements consistent with commonly accepted Federal and Federally-assisted program appraisal practices for those acquisitions, which, by virtue of their low value or
Intended User: The intended users of this report include the Client and any of its Federal-funding partners. Parties who receive a copy of this report as a consequence of the Client's disclosure policies are not intended users of the report. Intended Use: The intended use of this appraisal report is for ☑ acquisition ☐ disposition of right of way by the Client. This report is not intended for any other use. Authorization: The following person contacted the appraiser to provide this appraisal service: Mark Mathewson of Mathewson Right-of-Way Company. Purpose of Valuation: ☐ The purpose of this valuation is to arrive at an opinion of the fair market value of the acquisition of the whole property and/or a portion thereof. When applicable, the fair market value of the whole will be established, as will the fair market value of the remainder after the taking. Fair Market Value may also be affected by contemplated improvements with consideration for damages or benefits, if any, to the remainder, and/or the fair market value of possible permanent easements and/or temporary easements as required by design, and the total just compensation due to property owner by reason of the fair market value of the subject land parcel and/or ☐ The purpose of this valuation is to arrive at an opinion of the fair market value of the subject land parcel and/or		accepted Federal and Federally-assisted program appraisal practices" with appropriate in-depth analysis and
Intended Use: The intended use of this appraisal report is for ☑ acquisition ☐ disposition of right of way by the Client. This report is not intended for any other use. Authorization: The following person contacted the appraiser to provide this appraisal service: Mark Mathewson of Mathewson Right-of-Way Company. Purpose of Valuation: □ The purpose of this valuation is to arrive at an opinion of the fair market value of the acquisition of the whole property and/or a portion thereof. When applicable, the fair market value of the whole will be established, as will the fair market value of the remainder after the taking. Fair Market Value may also be affected by contemplated improvements with consideration for damages or benefits, if any, to the remainder, and/or the fair market value of possible permanent easements and/or temporary easements as required by design, and the total just compensation due to property owner by reason of the taking. □ The purpose of this valuation is to arrive at an opinion of the fair market value of the subject land parcel and/or	Client: \	Village of Homewood
 Authorization: The following person contacted the appraiser to provide this appraisal service: Mark Mathewson of Mathewson Right-of-Way Company. Purpose of Valuation: The purpose of this valuation is to arrive at an opinion of the fair market value of the acquisition of the whole property and/or a portion thereof. When applicable, the fair market value of the whole will be established, as will the fair market value of the remainder after the taking. Fair Market Value may also be affected by contemplated improvements with consideration for damages or benefits, if any, to the remainder, and/or the fair market value or possible permanent easements and/or temporary easements as required by design, and the total just compensation due to property owner by reason of the taking. The purpose of this valuation is to arrive at an opinion of the fair market value of the subject land parcel and/or		
 Mathewson Right-of-Way Company. Purpose of Valuation: The purpose of this valuation is to arrive at an opinion of the fair market value of the acquisition of the whole property and/or a portion thereof. When applicable, the fair market value of the whole will be established, as will the fair market value of the remainder after the taking. Fair Market Value may also be affected by contemplated improvements with consideration for damages or benefits, if any, to the remainder, and/or the fair market value or possible permanent easements and/or temporary easements as required by design, and the total just compensation due to property owner by reason of the taking. The purpose of this valuation is to arrive at an opinion of the fair market value of the subject land parcel and/or		
The purpose of this valuation is to arrive at an opinion of the fair market value of the acquisition of the whole property and/or a portion thereof. When applicable, the fair market value of the whole will be established, as will the fair market value of the remainder after the taking. Fair Market Value may also be affected by contemplated improvements with consideration for damages or benefits, if any, to the remainder, and/or the fair market value or possible permanent easements and/or temporary easements as required by design, and the total just compensation due to property owner by reason of the taking. The purpose of this valuation is to arrive at an opinion of the fair market value of the subject land parcel and/or		
		The purpose of this valuation is to arrive at an opinion of the fair market value of the acquisition of the whole property and/or a portion thereof. When applicable, the fair market value of the whole will be established, as will the fair market value of the remainder after the taking. Fair Market Value may also be affected by contemplated improvements with consideration for damages or benefits, if any, to the remainder, and/or the fair market value or possible permanent easements and/or temporary easements as required by design, and the total just

Page 2 LA 33A Template (Rev. 11/25)

Item 10. K.

Assignment Conditions: Assignment conditions include assumptions, extraordinary assumptions, hypothetical conditions, laws and regulations, jurisdictional exceptions, and other conditions that affect the scope of work. Assignment conditions applicable to this appraisal assignment are summarized below.

The Client requires this appraisal assignment to comply with the following standards, laws, regulations, and policies:

- the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act) and its implementing regulation 49 CFR Part 24,
- the Uniform Standards of Professional Appraisal Practice (USPAP), and
- the Illinois Department of Transportation's Land Acquisition Policies and Procedures Manual.

Furthermore, the Client requires this appraisal to be prepared in accordance with the appropriate state laws, regulations and policies and procedures applicable to appraisal of right of way. No portion of the value assigned to such property shall consist of items which are non-compensable under the established laws of Illinois.

In accordance with 49 CFR Part 24 and IDOT's Land Acquisition Policies and Procedures Manual, in opining on the value of the property before the taking, the appraiser shall disregard any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner. This situation is considered to be a hypothetical condition for the purposes of this appraisal. The use of this hypothetical condition may affect the assignment results.

Any decrease or increase in value caused by the actual acquisition of a part of the property must be considered in opining on the value of the remainder after taking. Such changes in value are parcel-specific.

USPAP Standards Rule 1-2(c)(iv) requires that when exposure time is a component of the definition for the value opinion being developed, the appraiser must also develop an opinion of reasonable exposure time linked to that value opinion. However, the definition of fair market value in this report does not include exposure time as a component. Therefore, the appraiser is not required to develop and report an opinion of exposure time linked to the value opinion. This situation is considered to be an assignment condition for the purposes of this appraisal.

Item 10. K.

Scope of Work: Summarize the steps/process employed to develop the appraisal report, as required in 49 CF 24, and the Uniform Standards of Professional Appraisal Practice (USPAP).

The amount and type of information researched and the analysis applied in an assignment includes, but is not limited to 1) the extent to which the property is inspected or identified; 2) extent of inspection and description of the neighborhood and proposed project area; 3) the extent of research into physical or economic factors that could affect the property; 4) the extent of data researched; and 5) the type and extent of analysis applied to arrive at opinions or conclusions.

The scope of work also needs to explain the various approaches utilized and the reasons for why any particular approach was not used.

In accordance with instructions from our client, this assignment is full scope in nature, consisting of:

- 1. Making a personal inspection of the property, which is the subject of this valuation.
- 2. Making an inspection of the immediate subject area, including an exterior inspection of the adjacent and proximately located properties.
- 3. Completing a search of the documents recorded against the subject property to ascertain any changes in fee ownership during the five-year period prior to the date of value.
- 4. Completing an investigation of public documents affecting the subject property, i.e. real estate tax assessment and taxes, zoning classification, tax maps, etc.
- 5. Review of flood maps of the immediate area.
- 6. Completing an investigation and analysis of the market to obtain sales of properties considered to be comparable to the subject property with which to establish a basis for rendering a value estimate for the subject property.
- 7. Inspection, verification, and documentation of comparable sales data.
- 8. Rendering an opinion of the highest and best use of the subject property as of the date of value.
- 9. Completing an analysis of the comparable sales data and rendering an opinion of the fair market value of the subject property by the sales comparison approach.
- 10. Completing an analysis of the rent rolls and rendering an opinion of the fair market value of the subject property by the income approach.
- 11. Reconciliation between the two approaches and determining the fair market value of the subject property.

General Assumptions and Limiting Conditions: Summarize any general assumptions and limiting condition utilized in this report.

Unless otherwise stated, this appraisal is subject to the following conditions:

- This is an Appraisal Report as defined by the Uniform Standards of Appraisal Practice (USPAP). Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion in this report is specific to the needs of the client, and to the intended use as stated in this report. The appraiser is not responsible for unauthorized use of this report.
- 2. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
- 3. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
- 4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
- 5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
- 6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
- 7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
- 8. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
- 9. It is assumed that all applicable zoning and regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
- 10. It is assumed that all required licenses, certificates of occupancy, or legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
- 11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.
- 12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
- 13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise of engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

Item 10. K.

- 14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
- 15. Any proposed improvements are assumed to be completed in good workmanlike manner in accordance with the submitted plans and specifications.
- 16. The distribution, if any of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
- 17. Possession of this report, or copy thereof, does not carry with it the right of publication. It may not be used for any other purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
- 18. Neither shall any part of the contents of this report (especially any conclusion as to value, the identity of the appraiser, or the firm with which the appraiser is connected) be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.
- 19. The Americans with Disabilities Act (ADA became effective January 26, 1992). The appraiser has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since the appraiser has no direct evidence relating to this, this analysis does not consider possible compliance with the requirements of the ADA in estimating the value of the property.

Property Owner Contact/Interview: Summarize the appraiser's contact/interview with property owner. The property owner (or the owner's designated representative) must be provided the opportunity to accompany the appraiser during the appraiser's inspection of subject property (49 CFR Part 24.102).

Name of the property owner (or designated representative) who was offered an opportunity to accompany the appraiser: <u>Virginia Budney, property owner</u>

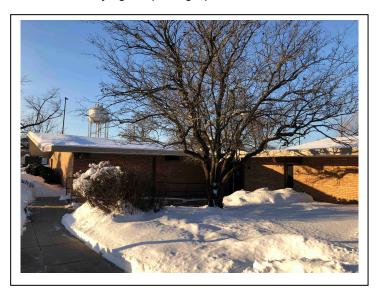
The method used to contact the property owner included (check all that apply):	☐ Personal contact☐ Telephone☐ Letter☐ Other (explain):
The invitation to the property owner:	 ⋈ was accepted ⋈ was declined ⋈ did not receive a response ⋈ Other (explain): N/A

The appraiser personally inspected the subject property on the following date(s): 02/05/2022

Additional information relating to the appraiser's contact with the property owner, including any concerns expressed by the owner, is explained as follows: None

Subject Property

Photographs are required on all properties being appraised. Photographs of all principal above ground improvements or unusual features affecting the value of the property to be taken or damaged must also be included. Please use the format below for identifying the photographs.



Date of Photograph:	02/05/2022
Photograph By:	Fred T.
	Tadrowski
Camera Facing:	Southwest

Description: Subject Property



Date of	02/05/2022
Photograph:	
Photograph By:	Fred T.
	Tadrowski
Camera Facing:	West

Description: Subject Building

Photographs

Subject Property

Photographs are required on all properties being appraised. Photographs of all principal above ground improvements or unusual features affecting the value of the property to be taken or damaged must also be included. Please use the format



Date of Photograph:	02/05/2022
Photograph By:	Fred T.
	Tadrowski
Camera Facing:	Northwest

Description: Subject Parking Lot

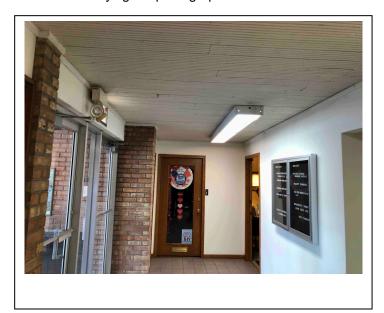


Description: Subject Building

Date of	02/05/2022
Photograph:	
Photograph By:	Fred T.
	Tadrowski
Camera Facing:	Southwest

Subject Property

Photographs are required on all properties being appraised. Photographs of all principal above ground improvements or unusual features affecting the value of the property to be taken or damaged must also be included. Please use the format below for identifying the photographs.



Date of Photograph:	02/05/2022
Photograph By:	Fred T. Tadrowski
Camera Facing:	South

Description: Hallway



Description: Office Interior

Date of	02/05/2022
Photograph:	
Photograph By:	Fred T.
	Tadrowski
Camera Facing:	West
	<u>.</u>

Photographs

Subject Property

Photographs are required on all properties being appraised. Photographs of all principal above ground improvements or unusual features affecting the value of the property to be taken or damaged must also be included. Please use the format below for identifying the photographs.



Date of Photograph:	02/05/2022
Photograph By:	Fred T.
	Tadrowski
Camera Facing:	Southeast

Description: Office Interior



	Рпоюдгарті Бу.	Tadrowski
	Camera Facing:	North
-		

Date of Photograph:

02/05/2022

Description: Lower Level Hallway

Photographs

Subject Property

Photographs are required on all properties being appraised. Photographs of all principal above ground improvements or unusual features affecting the value of the property to be taken or damaged must also be included. Please use the format below for identifying the photographs.



Date of Photograph:	02/05/2022
Photograph By:	Fred T. Tadrowski
Camera Facing:	Southwest

Description: Office Interior



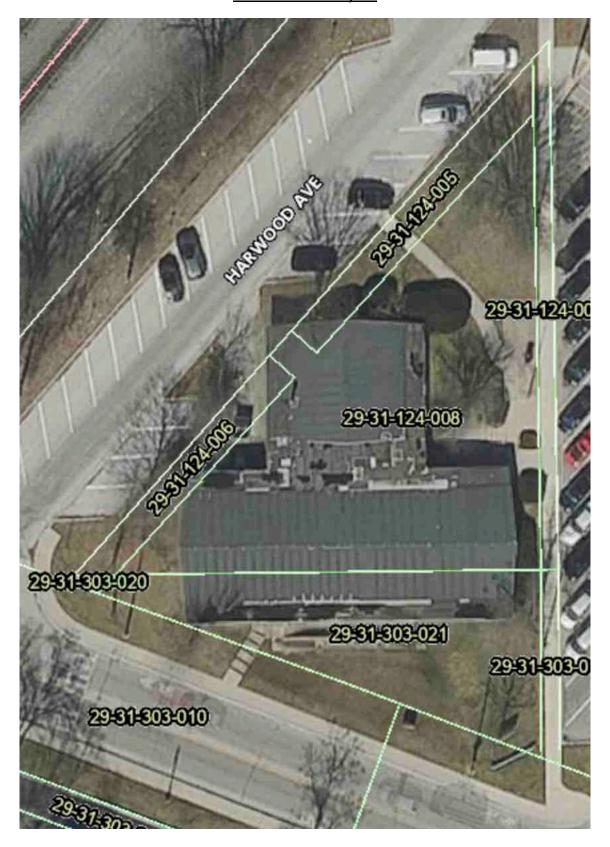
Photograph:	
Photograph By:	Fred T.
	Tadrowski
Camera Facing:	North

02/05/2022

Date of

Description: Office Interior

Aerial View of Subject:



Descriptive Analysis of Whole Property: Describe entire property before the taking, including such items as: 1) location and environment; 2) land type and usage; 3) zoning; 4) improvements; 5) special features that serve to detract or enhance; 6) include an analysis of the general area, the neighborhood, and the site; and 7) explain and justify highest and best use if it differs from present use and/or zoning.

Homewood Data

The subject property is located in the commercial downtown area of the Village of Homewood, Illinois. Homewood is located in southern Cook County, roughly 26 miles south of the Chicago Loop. Neighboring communities include Hazel Crest to the northwest, East Hazel Crest to the north, Thornton and Glenwood to the east, Flossmoor and Chicago Heights to the south, and Country Club Hills to the west. The village had a population of 19,463 as of the 2020 census, which is currently estimated at 19,660 with a median household income of \$74,510. The village was founded in 1893 and has an area of 5.26 square miles of which 0.05 square miles is water.

Homewood has a diversified commercial and residential tax base that contributes to future opportunities for economic growth, which is further enhanced by several TIF districts. The primary commercial corridor is Halsted Street along the east side of the village. Several commercial areas within the village have seen recent commercial activity including Halsted Street, where Portillo's redeveloped a site with an older vacant restaurant building and a former Applebee's restaurant was razed in order to redevelop the site with a retail strip center now occupied by Potbelly, Mattress Firm, and Verizon. Menards also recently expended their existing facility in this corridor and there have been several other commercial redevelopments and façade upgrades of retail stores in the area.

In the downtown central business district an upscale hotel and restaurant, LaBanque Boutique Hotel along with La Voute Bistro & Bar, opened in 2015 and is envisioned as the cornerstone of the downtown redevelopment. Another new addition is the Vice District craft on Dixie Highway on the east side of the downtown area. Several other new retail stores have opened in the downtown area in the past couple of years and commercial activity in downtown Homewood appears to be strong.

Economic redevelopment is essential to a community like Homewood, which is land locked and has no room for expansion and has many older buildings that a ripe for redevelopment. The value of building permits within a community is a good indicator of investments being made in new construction and redevelopment of existing properties.

According to the village's 2016 Comprehensive Annual Financial Report the top ten employers are CN Railroad, Comcast, Jewel/Osco, School District 153, Village of Homewood, Target, Manor Health Care, Portillo's, Home Depot, and Menards. These employers account for nearly 15% of the total village population with an estimated 2,836 employees.

Transportation within and around the village is considered good. Interstate 294 runs along the north side of the village with an interchange at Halsted Street. Public transportation includes Metra commuter rail service on the electric line with daily service to Chicago as well as Amtrak train service and local Pace bus service. Midway International Airport is about a 40-minute drive to the north and O'Hare International Airport is an approximate hour drive to the north.

The average sale price for a single-family home in Homewood was \$243,763 during the last six months. Home values have been rising recently. The average sales price was for a condominium was \$99,887 recently.

Suburban Office Market Data

The suburban Chicago office market was affected by the COVID pandemic and is in a recovery mode. Vacancies were recorded at 18.3% at the end of the second quarter of 2021, up 280 basis points from pre-pandemic levels. Only \$436 million of suburban offices have sold in 2021, which is an annualized decrease of 38% compared with the past five-year average. There was also an 3.75% decrease in office-using employment during the pandemic. Office leasing activity also decreased 35.8% in 2020. Recent activity is putting 2021 on pace to outperform levels prior to last year, according to Avison Young.

Site Data

The subject property is located on the north side of Dixie Highway between Harwood Avenue and Vincennes Court, Homewood, Illinois with the common addresses of 18027 Harwood Avenue and 2052-2066 Ridge Road, Homewood, Illinois 60430.

The subject site is triangular in shape with 152 feet of frontage on Dixie Highway, 208 feet of frontage along Vicceness Court, and 212 feet of frontage on Harwood Avenue; it has an area of 0.3702 acre; or 16,126 square feet.

Available utilities include electric, gas, water, sewer, and telephone. Topography of the subject site is sloping.

Access is via driveway off Harwood Avenue. The property is located in the central business district of Homewood.

Most of the adjacent uses are commercial in nature. A railroad corridor is nearby to the west.

No soil tests were supplied to the appraiser. It is assumed that subsoil conditions are adequate to support typical improvements as no signs to the contrary were noted such as obvious settling, foundation or exterior wall cracks, etc. on subject site improvements or improvements in the area.

The subject property is zoned B-1 (CBD), Central Business District in the Village of Homewood, Illinois. The purpose of the B-1, Central Business District, is to allow commercial uses that provide goods and services to the Village as a whole. The B-1 District provides for a mix of commercial, residential and entertainment uses while maintaining a pedestrian-oriented environment and accommodating larger scale buildings. The subject property appears to be legally conforming.

According to the U.S. Fish & Wildlife Service, there are no wetlands on the site. According to the local Flood Insurance Rate Map prepared by the Federal Emergency Management, there is no 100-year floodplain on the site.

Description of Improvements

The site is improved with a two-story multi-unit brick office building, which was built in 1962 as the Village of Homewood Library. It was used as a library until 1990. The building is approximately 10,000 square feet in size of which 7,948 square feet is currently rentable.

The interior finishes include a combination of painted drywalls and exposed brick walls, a combination of acoustical tile ceilings, vaulted ceilings, and wood tile ceilings, fluorescent lighting, and carpeting in the office suites and tile flooring lobby areas and in the restrooms. The building has gas forced air heat and central air conditioning with five zones.

The building is split into ten office spaces:

- 1. Suite 1 is a lower-level suite with a rentable area of 875 square feet and consists of four private offices and an open reception/waiting area.
- 2. Suite 2 is a lower-level suite with a rentable area of 650 square feet and consists of two private offices and an open reception/waiting area.
- 3. Suite 3A is a lower-level suite with a rentable area of 325 square feet and consists of two private offices and a storage area.
- 4. Suite 3B is a lower-level suite with a rentable area of 325 square feet and consists of two private offices.
- 5. Suite 4 is a lower-level suite with a rentable area of 325 square feet and consists of one private office and private restroom.
- 6. Suite 5 is a lower-level suite with a rentable area of 325 square feet and consists of one private office.
- 7. Suite 11 is a main level suite with a rentable area of 1,648 square feet and consists of a reception/waiting area, five private offices, break room, and storage room.
- 8. Suite 12 is a main level suite with a rentable area of 1,275 square feet and consists of a reception/waiting area, conference room, three private offices, and storage room.
- 9. Suite 14 is a main level suite with a rentable area of 1,324 square feet and consists of a large open office area and four private offices.
- 10. Suite 15 is a main level suite with a rentable area of 876 square feet and consists of a reception/waiting area, private office, and storage room.

The property has a vacancy of approximately 4%; only Suite 4 is currently vacant.

It is in overall good condition and there have been some updates completed as new HVAC system in 2014 and painting in 2017.

Site improvements include an asphalt-paved driveway, concrete sidewalks, a concrete patio with a concrete retaining wall, lawn, trees, and landscaping. There are 27 parking spaces adjacent to the building on land, which is owned by the Village of Homewood. There are additional 22 spaces located across the street on the west side of Harwood Avenue.

Real Estate Taxes

PIN 29-31-124-008 (2021)

Land Assessed Value: \$19,603

Building Assessed Value: \$56,499

Total Assessed Value: \$76,102

Annual Tax: \$32,081.17

PIN 29-31-303-021 (2021)

Land Assessed Value: \$6,601

Building Assessed Value: \$14,125

Total Assessed Value: \$82,904

Annual Tax: \$8,842.99

Highest and Best Use Analysis: Summarize the support and rationale for the appraiser's determination of this highest and best use of the subject property. If the property is improved, address both highest and best use as vacant, and of the property as improved. Appraiser may provide a Land Only Grid to support highest and best use analysis. A detailed appraisal requires more in-depth analysis. A change in highest and best use requires more in-depth analysis of the subject property before the acquisition and the remainder.

Highest and Best Use as defined by the Courts is defined as "that use which would give the property its highest cash market value on the date of value." This may be the actual use of the property on that date or a use to which it was adaptable and which would be anticipated with such reasonable certainty that it would enhance the market value on that date.

Based on the aforementioned definition, zoning, surrounding uses, area trends, and site inspection, it is the appraiser's opinion that the highest and best use of the subject property as vacant is commercial development.

Based on the aforementioned definition, zoning, surrounding uses, area trends, and site inspection, it is the appraiser's opinion that the highest and best use of the subject property as improved is its existing use as an office building. The highest and best use of the subject property is as improved.

Sales Comparison App

The Sales Comparison Approach was completed to estimate the market value of the subject property in fee simple estate; the Sales Comparison Approach consists of a comparison of the subject property with sales of comparable properties. Research of the subject neighborhood and area real estate market was completed in order to find sales of comparable properties to that of the subject property location and site. The most comparable types of properties are those located in the subject neighborhood, which have a similar use or potential use. Several sale transactions of comparable properties were reviewed, and the most comparable sale transactions were selected for specific analysis in this approach.

Improved Sales

iniprovou outoo				
	Subject	Sale 1	Sale 2	Sale 3
Location				
	Dixie Hwy.	Burnham	Burnham	Harwood
City		Lansing	Lansing	Homewood
	Homewood			
Improvements	Office	Office	Office/Residential	Office
Age	1962	1971	1977	1946
Occupancy	96%	89%	100%	100%
Building Area	10,000 SF	6,100 SF	7,500 SF	10,800 SF
Land Area	16,125 SF	14,701 SF	86,467 SF	22,695 SF
LRB Ratio	1.61	2.41	11.53	2.10
Parking Ratio	2.70	2.62	4.67	2.41
Sale Date	N/A	10/2020	09/2019	05/2019
Sale Price	N/A	\$250,000	\$315,000	\$505,000
Price/Sq.ft.	N/A	\$40.98	\$42.00	\$46.76

Improved Sales

	Subject	Sale 4	Sale 5	
Location				
	Dixie Hwy.	127 th St.	Kedzie	
City		Palos Hts.	Homewood	
	Homewood			
Improvements	Office	Office	Office	
Age	1962	1968	1985	
Occupancy	96%	51.5%	100%	
Building Area	10,000 SF	9,500 SF	3,129 SF	
Land Area	16,125 SF	39,996 SF	28,950 SF	
LRB Ratio	1.61	4.21	9.25	
Parking Ratio	2.70	4.63	7.03	
Sale Date	N/A	10/2019	08/2020	
Sale Price	N/A	\$445,000	\$315,000	
Price/Sq.ft.	N/A	\$46.84	\$61.52	

The market conditions for office buildings was mostly flat during the past two years, so no adjustments were needed; Sales I-2, I-4, and I-5 were adjusted upward for their inferior locations; Sales I-1 and I-3 are located in central business districts like the subject building; Sale I-5 was adjusted downward for building size (smaller buildings typically sell at higher unit values); the sales were adjusted downward for their superior land-to building ratios; Sales I-2, I-4 and I-5 were adjusted downward for their superior parking ratios; Sales I-1 and I-3 were adjusted upward for their inferior parking ratios; Sales I-1-, I-2, I-3, and I-4 was adjusted upward for its inferior building conditions; and Sale I-5 was adjusted downward for its superior age.

After making the adjustments as described above, a fair market unit value of 10,000 square feet of building x unit value of \$56.00/square feet = \$560,000 is indicated for the subject property.

5. Appraiser's Final Estimate of Fair Market Value of Whole Property by the Sales Comparison Approach

\$560,000

١

Income Approach

Direct Capitalization is a method of estimating the Fair Market Value of a property used in the income capitalization approach to convert a single-year's income estimate into a value indication. This conversion is accomplished in one step, either by dividing the income estimate by an appropriate income rate or multiplying it by an appropriate income factor. Direct capitalization may be based in various income flows, such as potential gross income, effective gross income, net operating income, equity income, mortgage income, and others. Income rates and factors reflect the relationship between income and value and are derived from market data. It is essential that the properties used as comparables are similar to the property being appraised in terms of risk, income, expense, and physical and locational characteristics.

Investment properties are normally valued and purchased by investors in proportion to their ability to produce income. The Income Approach involves an analysis of the property in terms of its ability to provide a net annual income in dollars. The estimated net income is then capitalized at a rate commensurate with the risks inherent in ownership of the particular property, relative to the rate commensurate with the risks inherent in ownership of the particular property, relative to the rate of return offered by alternative investments.

Estimated Annual Income:

Page 20

The gross rental income for 2021 was ±\$115,560 for the building. One office is currently vacant.

Based upon comparable rentals of other office buildings in the area, however, the appraiser believes these rents are at market rent. The gross rental income for the building is estimated at \$120,000 if 100% occupied.

Vacancy and Collection Loss: A vacancy and collection loss is a deduction from estimated gross annual income to allow for possible vacancies resulting from tenant turnovers, collection loss, etc. Based upon my analysis of the subject property and the subject commercial market, a vacancy loss of 4% was estimated for the subject. The effective gross income is \$120,000 x 0.96= \$115,200.

Operating Expense: A detailed expense account was not supplied to the appraiser. Based upon the operating expenses at other similar office buildings in the market, the operating expenses for the building are estimated at \$57,500 a year. The estimated annual net operating income is \$115,200 - \$57,500 = \$57,700.

Overall Capitalization Rate: An overall capitalization rate is the relationship between the net annual income generated by a property and its market value. Overall capitalization rates can be derived from the market through an analysis of comparable sales where sufficient net income data is available on said sales or it may be built-up utilizing current mortgage rates and equity rates. Based upon comparable sales, the current financial market and the economic downturn including current mortgage and equity rates, the financial risks inherent in the ownership of the subject property, and the type and physical characteristics of the subject improvements, is the appraiser's opinion that a 10.5% capitalization rate is indicted. The range of capitalization rates of similar office buildings in the suburban Chicago market range from 8% to 12% recently.

Estimate of Value: The Fair Market Value of the subject property in fee simple title ownership, free and clear of all encumbrances by the Income Approach is estimated as \$57,700/10.5% capitalization rate = \$549,523.81 say \$550,000.

LA 33A Template (Rev. 11/25) 150

Before Taking	X	After Taking	
		_	

VALUATION SUMMARY

1. Indicated Value by Cost Approach	\$ N/A
2. Indicated Value by Sales Comparison Approach	\$ 560,000
3. Indicated Value by Income Approach	\$ 550,000

4. Analysis and Correlation of Approaches to Value

Because of the age of the building and the amount of physical obsolescence and economic obsolescence, the Cost Approach was not a good indication of value for the subject building and was not considered applicable.

The value of the subject property was based on the Sales Comparison Approach and supported by the Income Approach because this approach afforded the greatest consideration since it affirms the basic principle of substitution, i.e. no purchaser will pay more for a property than he or she can acquire a comparable property for, and reflects the actions of buyers and sellers in the market for similar-type properties.

The Income Approach was not considered as accurate an indicator of value as the Sales Comparison Approach because it was based on one year's income only; also there is a fair margin of error involved in estimating capitalization rates and estimating operating expenses.

APPRAISER CERTIFICATION

In accordance with USPAP, we certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- We have performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within
 the three-year period immediately preceding acceptance of this assignment. An appraisal review of the subject was completed on
 09/18/2018.
- · We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the Client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- We have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the persons signing this certification.

As required by the Client, we further certify that:

- We have afforded the property owner(s) or their designated representative the opportunity to accompany me at the time of inspection.
- We have made a personal field inspection of the comparable sales relied upon in this appraisal report.
- The subject and comparable sales relied upon in preparing this appraisal were as represented by the photographs contained within the report.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act) and its implementing regulation 49 CFR Part 24, as well as the Illinois Department of Transportation's Land Acquisition Policies and Procedures Manual.
- We understand this report may be used in connection with the acquisition of right of way for a highway to be constructed by the State of Illinois with its funds and/or with the assistance of Federal-aid highway funds, or other Federal funds.
- We have prepared this appraisal in accordance with the appropriate state laws, regulations and policies and procedures applicable to appraisal of right of way for such purposes; and that to the best of our knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established laws of Illinois.
- We have not given consideration to, or included in our appraisal, any allowance for relocation assistance benefits.
- Any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in opining on the value of the property before the taking. Any decrease or increase in value caused by the actual acquisition of a part of the property was considered in opining on the value of the remainder after the taking. This statement is in compliance with 49 CFR 24.103(b) as well as IDOT's Land Acquisition Policies and Procedures Manual.
- We have not revealed the findings of this appraisal to anyone other than the Client, and that we will not do so until authorized by the Client or until we are required to do so by law, or until we are released from this obligation by having publicly testified to these findings.
- The comments by the licensed real estate appraisers contained within this appraisal report on the condition of the property do not address "standards of practice" as defined in the Home Inspector License Act [225 ILCS 441] and 68 III. Adm. Code 1410 and are not to be considered a home inspection or home inspection report.
- Our opinion of the fair market value of the part taken and net damage to the remainder, if any, as of the effective date of this
 appraisal is \$560,000 based upon our independent appraisal and the exercise of our professional judgment.

Statements supplemental to this certification required by membership or candidacy in a professional appraisal organization are described on an addendum to this certificate and, by reference, are made a part hereof.

Date of the Report: 02/07/2022

Appraiser Name: Fred T. Tadrowski

License Type: State Certified General Real Estate Appraiser

Appraiser Signature

Del T. Takanhi

IL License # <u>553.001602</u> Expires: <u>9/30/2023</u>

Comparable Sale Data



Compa	rable Sale No.: I	-1	
Seller:	Seller: William M. Dyer & Kathy W. Dyer		
Purchaser: Living Spring Home Health, Inc.			
Sale Da	ate: 10/23/2020		
County	: Cook		
Deed	Warranty Deed	Document	2101220068
Type:	warranty beed	Number:	2101220000

Verified Sale Price: \$250,000

Unit Price (if applicable): \$40.98

Zoning: CBD, Downtown District (Lansing)
Highest and Best Use: Office Building

Property Rights Conveyed: Fee Simple

Financing: Normal

Conditions of Sale: Market / Arm's-Length

Name of party to the transaction with whom this sale was verified: (Seller's Broker)

Name of appraiser(s) who verified this sale (date sale was verified): Fred T. Tadrowski (02/04/2022)

Name of appraiser(s) who inspected this sale (date of inspection): Fred T. Tadrowski (02/06/2022)

Secondary data sources used to verify this sale: Assessor, Deed, & MLS

Additional comments on verification process (if applicable): N/A

Address: 18225 Burnham Avenue, Lansing, IL 60438

PIN(s): 30-32-300-05 & 30-32-300-055

Location Description: East side of Burnham Avenue, south of Ridge Road, Lansing, Illinois

Legal Description: N/A

Description of the Land

Area (Acres): 0.337 Area (SF): 14,701

Describe relevant site details below:

Topography: Level

Shape: Rectangular (See following pages)

Wetlands: None Floodplain: None FAR: 2.41

D 11 D 11

Parking Ratio: 2.62/1000 SF

Description of the Improvements (if applicable)

Describe relevant building improvement details below: Improved with a two-story "Class C" 6,100-square foot office building, which was built in 1971. The building is in overall average condition and had 8 tenants at the time of the sale and was 89% occupied.

Describe relevant site improvement details below: The site is also improved with parking lot with 16 spaces.

The following utilities and services are available to this site:

Electricity Water Sanitary Sewer Sanitary Sewer

Use the space below to provide additional explanation of relevant details (use an additional page if necessary):

AERIAL MAP OF COMPARABLE SALE NO. I-1





1-2 Comparable Sale No.: Seller: Sharon Van Kley & James Van Kley Trust The Baby Academy For Babies and Children Purchaser: 09/11/2019 Sale Date: Cook County: Deed Document Trustee's Deed 1925957063 Type: Number: \$315,000 Verified Sale Price: Unit Price \$42.00/Sq.ft (if applicable): B2- Community Retail & Service District Zoning: (Lansing) Highest and Best Use: Office Building

Property Rights Conveyed: Fee Simple

Financing: Normal

Conditions of Sale: Market / Arm's-Length

Name of party to the transaction with whom this sale was verified: (Seller's Broker)

Fred T. Tadrowski (02/04/2022) Name of appraiser(s) who verified this sale (date sale was verified): Name of appraiser(s) who inspected this sale (date of inspection): Fred T. Tadrowski (02/06/2022)

Secondary data sources used to verify this sale: Assessor, Deed, & MLS

Additional comments on verification process (if applicable): Address: 19111 Burnham Avenue, Lansing, IL 60438

PIN(s): 33-05-300-023

Location Description: Southeast corner of Burnham Avenue & 191st Street, Lansing, Illinois

Legal Description: N/A

Description of the Land

Area (Acres): 1.985 Area (SF):

86,467

Describe relevant site details below:

Topography: Level

Shape: Rectangular (See following pages)

Wetlands: None Floodplain: None FAR: 11.53

Parking Ratio: 4.67/1,000 SF

Description of the Improvements (if applicable)

Describe relevant building improvement details below: Improved with a two-story "Class C" 7,500-square foot office/residential building, which was built in 1977. The building is in overall average condition and had 1 tenant at the time of the sale and was 100% occupied.

Describe relevant site improvement details below: The site is also improved with parking lot with 35 spaces.

The following utilities and services are available to this site:

Water Electricity 茵 Gas Sanitary Sewer

Use the space below to provide additional explanation of relevant details (use an additional page if necessary):

AERIAL MAP OF COMPARABLE SALE NO. 1-2





Comparable Sa	ale No.: I-3		
Seller: I	Ken Harwood, LLC		
Purchaser:	18220 Harwo	od, LLC	
Sale Date: (05/02/2019		
County:	Cook		
Deed Warra	nty Deed	Document	1913501087
Type: Wallal	nty Deca	Number:	13 1330 1007
Verified Sale P	rice: \$505	5,000	
Unit Price	\$46.76/Sc	ı ft	

Zoning: (Homewood)

Highest and Best Use: Office Building

Property Rights Conveyed: Fee Simple

Financing: Normal

Conditions of Sale: Market / Arm's-Length

Name of party to the transaction with whom this sale was verified: (Seller's Broker)

Name of appraiser(s) who verified this sale (date sale was verified): Fred T. Tadrowski (02/04/2022)

Name of appraiser(s) who inspected this sale (date of inspection): Fred T. Tadrowski (02/06/2022)

Secondary data sources used to verify this sale: Assessor, Deed, & MLS

Additional comments on verification process (if applicable): N/A

Address: 18220 Harwood Avenue, Homewood, IL 60430

PIN(s): 33-05-300-023

Location Description: West side of Harwood Avenue, north of 183rd Street, Homewood, Illinois

Legal Description: N/A

Description of the Land

,

Area (Acres): 0.521 Area (SF): 22,695

Describe relevant site details below:

Topography: Level

Shape: Rectangular (See following pages)

Wetlands: None Floodplain: None

FAR: 2.10

Parking Ratio: 2.41/1,000 SF

Description of the Improvements (if applicable)

Describe relevant building improvement details below: Improved with a one-story Class C 10,800-square foot office building, which was built in 1946. The building is in overall average condition and had 6 tenants at the time of the sale and was 100% occupied.

Describe relevant site improvement details below: The site is also improved with parking lot with 26 spaces.

The following utilities and services are available to this site:

Electricity Water Sanitary Sewer

Use the space below to provide additional explanation of relevant details (use an additional page if necessary):

AERIAL MAP OF COMPARABLE SALE NO. 1-3



Comparable Sale Data



Comparable	Sale No.: I-	4	
Seller:	SMG MGMT	, LLC	
Purchaser:	6420 Palos,	LLC	
Sale Date:	10/02/2019		
County:	Cook		
Deed Type: Warr	ranty Deed	Document Number:	1928015020

Verified Sale Price: \$445.000

Unit Price \$46.84/Sq.ft (if applicable):

B-1. Restricted Business District (Palos Zoning: Heights)

Highest and Best Use: Office Building

Property Rights Conveyed: Fee Simple

Financing: Normal

Conditions of Sale: Market / Arm's-Length

Name of party to the transaction with whom this sale was verified: (Seller's Broker)

Name of appraiser(s) who verified this sale (date sale was verified): Fred T. Tadrowski (02/04/2022) Name of appraiser(s) who inspected this sale (date of inspection): Fred T. Tadrowski (02/06/2022)

Secondary data sources used to verify this sale: Assessor, Deed, & CoStar Comps

Additional comments on verification process (if applicable):

6420 West 127th Street, Palos Heights, IL 60463 Address:

PIN(s): 24-30-406-008 & 24-30-406-009

Location Description: North side of West 127th Street, west of Ridgeland Avenue, Palos Heights, Illinois

Legal Description: N/A

Description of the Land

Area (Acres): 0.918 Area (SF): 39,996

Describe relevant site details below:

Topography: Level

Shape: Rectangular (See following pages)

Wetlands: None Floodplain: None

FAR: 4.21

Parking Ratio: 4.63/1,000 SF

Description of the Improvements (if applicable)

Describe relevant building improvement details below: Improved with a two-story "Class C" 9,500-square foot office building, which was built in 1968. The building is in overall average condition and had 9 tenants at the time of the sale and was 51.5% occupied.

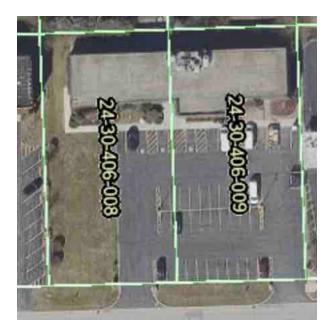
Describe relevant site improvement details below: The site is also improved with parking lot with 44 spaces.

The following utilities and services are available to this site:

Electricity Water Gas Sanitary Sewer

Use the space below to provide additional explanation of relevant details (use an additional page if necessary): There was a previous sale of the building on 10/09/2018 for \$400,000 (Document #1828819025).

AERIAL MAP OF COMPARABLE SALE NO. 1-4



Comparable Sale Data



Comparable	Sale No.: I-	5	
Seller:	KMP Prop. L	₋td.	
Purchaser:	Juris Biomet	rics	
Sale Date:	08/28/2020		
County:	Cook		
Deed Type: Warr	anty Deed	Document Number:	2030120299
Verified Sale	Price: \$19	92,500	
Unit Price (if applicable):	\$61.52/S	q.ft	
Zonina:	Zoning: B-3 Service Business District (Homewood)		

Office Building

Property Rights Conveyed: Fee Simple

Financing: Normal

Highest and Best Use:

Conditions of Sale: Market / Arm's-Length

Name of party to the transaction with whom this sale was verified: (Seller's Broker)

Name of appraiser(s) who verified this sale (date sale was verified): Fred T. Tadrowski (02/04/2022) Name of appraiser(s) who inspected this sale (date of inspection): Fred T. Tadrowski (02/06/2022)

Secondary data sources used to verify this sale: Assessor, Deed, & CoStar Comps

Additional comments on verification process (if applicable): N/A

Address: 18237 Kedzie Avenue, Homewood, IL 60430

Address: 1823/ Kedzie Avenue, Homewood, il 6043

PIN(s): 28-36-304-074

Location Description: East side of Kedzie Avenue, north of 183rd Street, Homewood, Illinois

Legal Description: N/A

Description of the Land

Area (Acres): 0.665 Area (SF): 28,950

Describe relevant site details below:

Topography: Level

Shape: Irregular (See following pages)

Wetlands: None Floodplain: None

FAR: 9.25

Parking Ratio: 7.03/1,000 SF

Description of the Improvements (if applicable)

Describe relevant building improvement details below: Improved with a one-story "Class C" 3,129-square foot office building, which was built in 1985. The building is in overall good condition and had 1 tenant at the time of the sale and was 100% occupied. The building has been split up after the sale and now has 3 tenants.

Describe relevant site improvement details below: The site is also improved with parking lot with 22 spaces.

The following utilities and services are available to this site:

Electricity Water Sanitary Sewer

Use the space below to provide additional explanation of relevant details (use an additional page if necessary):

AERIAL MAP OF COMPARABLE SALE NO. 1-5





Appraisal Report



Route	N/A	Project	NA	
Section	N/A	_ Job No.	N/A	
County	Cook	– Parcel	N/A	Unit NA
Take: Appraisal S	─────────────────────────────────────	_ □ Other: I		
1. Attache	ed is a ☐ complex ☒ non-complex appraisal,	per IDOT's Land A	acquisition Policies and	d Procedures Manual.
			•	
	on and Address: Northeast corner of Ridge Roa ses of 18027 Harwood Avenue & 2052-2066 R			ois with a common
	cation: The tax pin numbers are 29-31-307-00			
	nt Owner's Name, Address and Telephone No.:	Ridge-Harwood B	building, LLC, 10338 S	South Seeley Avenue,
	60643 t's or Lessee's Name, Address and Telephone	No : Law Office of	f Anthony D. Androws	PC: Granita
	ruction Company; Creative Approaches to Ther			
	a Sanders; TS Design Studio & Trevell Southal			
	n Interviewed: Virginia Budny		d by: Fred T. Tadrows	
O	and Decree with a Action to the tables of	-l		
	and Preservation Act (pertains to fee takings an	•		
CL		FL F		OL N/A
		•	Jse Before Taking: _	Office Building N/A
Zoni	(, , , , , , , , , , , , , , , , , , ,	Highest and Best I	Jse Aiter Taking	IV/A
	Village of Homewood			0 5
10 Aros	o of Whole Property		Acres 0.4534	Sq. Ft. 19,750
	a of Whole Property al Area to be Acquired in Fee Simple Title:		0.4534	19,750
	Area to be Acquired by New Dedication		0.4334	0
	Area Acquired by Previous Dedication		0	0
	Area to be Acquired for Additional ROW		0.4534	19,750
	a to be Acquired by Permanent Easement		0	0
	a to be Acquired by Temporary Easement		0	0
	a of Remainder		0	0
	al Conclusion of Value	Effective Da	te of Appraisal:	02/05/2022
Fair	Market Value of Whole Property			\$505,000
-	For Partial Taking includ		. 6 (1)	\$505,000
	Market Value of property taken (including impro	, ,	of the whole	\$505,000
	Market Value of remainder as part of the whole		tampleted	
	Market Value of remainder after taking as will brovements	be affected by com	tempiated	U
	nage to Remainder			
	npensation for Permanent Easement(s)			
	npensation for Temporary Easement(s)			N/A
	al Compensation			\$505,000
	-			<u> </u>
Date of th	ne Report: 02/07/2022		Ded T. Tan	harsti
			Jed 1, 100	
	· Name: <u>Fred T. Tadrowski</u> Type: State Certified General Real Estate App	roioor II I :	Appraiser Sign	
	wie – Jaie Cemien General Real Estate Ann	Idiser II i I/O	915E # 3333 UU IDUV	EXUITES MINUTAL

General Data

Definition of Fair Market Value: The fair cash market value of a property in an eminent domain proceeding is that price which a willing buyer would pay in cash, and a willing seller would accept, when the buyer is not compelled to buy and the seller is not compelled to sell. In the condemnation of a property for a public improvement, any appreciation or depreciation in value caused by the contemplated improvement shall be excluded from the consideration of the fair cash market value of the whole property and the value of the part taken. (Illinois Pattern Jury instructions)

In the event of a partial acquisition where there is remainder property, any appreciation or depreciation caused by the contemplated improvement shall be considered when determining the fair cash market value of the remainder. Any increase or decrease in value caused by the actual acquisition of a part of the property must be considered in estimating the value of the remainder after taking.

	ue of the remainder after taking.
	ty History: Has subject sold in the last five (5) years or is it currently listed for sale? Yes ☐ No ☒ an analysis of the recent sale(s) and/or current listing is summarized as follows: N/A
Proper	ty Interest to be Appraised: Fee Simple Estate Leased Fee Estate
F	ty Interest to be Acquired (check all that apply): Fee Acquisition
USPAF	PReporting Option (as defined by USPAP SR 2-2): ☐ Appraisal Report ☐ Restricted Appraisal Report
Type o ⊠	f Appraisal (per IDOT's Land Acquisition Policies and Procedures Manual): Non-Complex: Appraisal report "meets minimum requirements consistent with commonly accepted Federal and Federally-assisted program appraisal practices for those acquisitions, which, by virtue of their low value or simplicity," do not require in-depth analysis presentation.
	Complex: Appraisal report that meets all minimum requirements and also reflects "established and commonly accepted Federal and Federally-assisted program appraisal practices" with appropriate in-depth analysis and presentation.
Client:	Village of Homewood
	ed User: The intended users of this report include the Client and any of its Federal-funding partners. Parties who a copy of this report as a consequence of the Client's disclosure policies are not intended users of the report.
	ed Use: The intended use of this appraisal report is for \boxtimes acquisition \square disposition of right of way by the Client. For the intended for any other use.
	ization : The following person contacted the appraiser to provide this appraisal service: Mark Mathewson of vson Right-of-Way Company.
Purpos	The purpose of this valuation is to arrive at an opinion of the fair market value of the acquisition of the whole property and/or a portion thereof. When applicable, the fair market value of the whole will be established, as will the fair market value of the remainder after the taking. Fair Market Value may also be affected by contemplated improvements with consideration for damages or benefits, if any, to the remainder, and/or the fair market value of possible permanent easements and/or temporary easements as required by design, and the total just compensation due to property owner by reason of the taking.
	The purpose of this valuation is to arrive at an opinion of the fair market value of the subject land parcel and/or other rights to be disposed by the Client.

Assignment Conditions: Assignment conditions include assumptions, extraordinary assumptions, hypothetical conditions, laws and regulations, jurisdictional exceptions, and other conditions that affect the scope of work. Assignment conditions applicable to this appraisal assignment are summarized below.

The Client requires this appraisal assignment to comply with the following standards, laws, regulations, and policies:

- the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act) and its implementing regulation 49 CFR Part 24,
- the Uniform Standards of Professional Appraisal Practice (USPAP), and
- the Illinois Department of Transportation's Land Acquisition Policies and Procedures Manual.

Furthermore, the Client requires this appraisal to be prepared in accordance with the appropriate state laws, regulations and policies and procedures applicable to appraisal of right of way. No portion of the value assigned to such property shall consist of items which are non-compensable under the established laws of Illinois.

In accordance with 49 CFR Part 24 and IDOT's Land Acquisition Policies and Procedures Manual, in opining on the value of the property before the taking, the appraiser shall disregard any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner. This situation is considered to be a hypothetical condition for the purposes of this appraisal. The use of this hypothetical condition may affect the assignment results.

Any decrease or increase in value caused by the actual acquisition of a part of the property must be considered in opining on the value of the remainder after taking. Such changes in value are parcel-specific.

USPAP Standards Rule 1-2(c)(iv) requires that when exposure time is a component of the definition for the value opinion being developed, the appraiser must also develop an opinion of reasonable exposure time linked to that value opinion. However, the definition of fair market value in this report does not include exposure time as a component. Therefore, the appraiser is not required to develop and report an opinion of exposure time linked to the value opinion. This situation is considered to be an assignment condition for the purposes of this appraisal.

Scope of Work: Summarize the steps/process employed to develop the appraisal report, as required in 49 CF 24, and the Uniform Standards of Professional Appraisal Practice (USPAP).

The amount and type of information researched and the analysis applied in an assignment includes, but is not limited to 1) the extent to which the property is inspected or identified; 2) extent of inspection and description of the neighborhood and proposed project area; 3) the extent of research into physical or economic factors that could affect the property; 4) the extent of data researched; and 5) the type and extent of analysis applied to arrive at opinions or conclusions.

The scope of work also needs to explain the various approaches utilized and the reasons for why any particular approach was not used.

In accordance with instructions from our client, this assignment is full scope in nature, consisting of:

- 1. Making a personal inspection of the property, which is the subject of this valuation.
- 2. Making an inspection of the immediate subject area, including an exterior inspection of the adjacent and proximately located properties.
- 3. Completing a search of the documents recorded against the subject property to ascertain any changes in fee ownership during the five-year period prior to the date of value.
- 4. Completing an investigation of public documents affecting the subject property, i.e. real estate tax assessment and taxes, zoning classification, tax maps, etc.
- 5. Review of flood maps of the immediate area.
- 6. Completing an investigation and analysis of the market to obtain sales of properties considered to be comparable to the subject property with which to establish a basis for rendering a value estimate for the subject property.
- 7. Inspection, verification, and documentation of comparable sales data.
- 8. Rendering an opinion of the highest and best use of the subject property as of the date of value.
- 9. Completing an analysis of the comparable sales data and rendering an opinion of the fair market value of the subject property by the sales comparison approach.
- 10. Completing an analysis of the rent rolls and rendering an opinion of the fair market value of the subject property by the income approach.
- 11. Reconciliation between the two approaches and determining the fair market value of the subject property.

General Assumptions and Limiting Conditions: Summarize any general assumptions and limiting condition utilized in this report.

Unless otherwise stated, this appraisal is subject to the following conditions:

- This is an Appraisal Report as defined by the Uniform Standards of Appraisal Practice (USPAP). Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion in this report is specific to the needs of the client, and to the intended use as stated in this report. The appraiser is not responsible for unauthorized use of this report.
- 2. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
- 3. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
- 4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
- 5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
- 6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
- 7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
- 8. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
- 9. It is assumed that all applicable zoning and regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
- 10. It is assumed that all required licenses, certificates of occupancy, or legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
- 11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.
- 12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
- 13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise of engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

- 14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
- 15. Any proposed improvements are assumed to be completed in good workmanlike manner in accordance with the submitted plans and specifications.
- 16. The distribution, if any of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
- 17. Possession of this report, or copy thereof, does not carry with it the right of publication. It may not be used for any other purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
- 18. Neither shall any part of the contents of this report (especially any conclusion as to value, the identity of the appraiser, or the firm with which the appraiser is connected) be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.
- 19. The Americans with Disabilities Act (ADA became effective January 26, 1992). The appraiser has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since the appraiser has no direct evidence relating to this, this analysis does not consider possible compliance with the requirements of the ADA in estimating the value of the property.

Property Owner Contact/Interview: Summarize the appraiser's contact/interview with property owner. The property owner (or the owner's designated representative) must be provided the opportunity to accompany the appraiser during the appraiser's inspection of subject property (49 CFR Part 24.102).

Name of the property owner (or designated representative) who was offered an opportunity to accompany the appraiser: <u>Virginia Budney, property owner</u>

The method used to contact the property owner included (check all that apply):	☐ Personal contact☐ Telephone☐ Letter☐ Other (explain):
The invitation to the property owner:	 ⋈ was accepted ⋈ was declined ⋈ did not receive a response ⋈ Other (explain): N/A

The appraiser personally inspected the subject property on the following date(s): 02/05/2022

Additional information relating to the appraiser's contact with the property owner, including any concerns expressed by the owner, is explained as follows: None

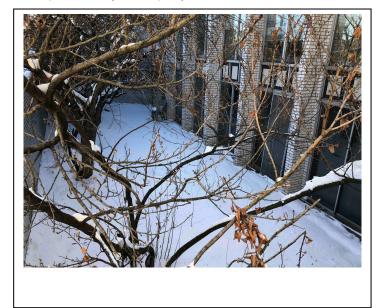
Subject Property

Photographs are required on all properties being appraised. Photographs of all principal above ground improvements or unusual features affecting the value of the property to be taken or damaged must also be included. Please use the format below for identifying the photographs.



Date of Photograph:	02/05/2022
Photograph By:	Fred T.
	Tadrowski
Camera Facing:	Southwest

Description: Subject Property



Date of	02/05/2022
Photograph:	
Photograph By:	Fred T.
	Tadrowski
Camera Facing:	Southeast

Description: Subject courtyard

Photographs

Subject Property

Photographs are required on all properties being appraised. Photographs of all principal above ground improvements or unusual features affecting the value of the property to be taken or damaged must also be included. Please use the format



Date of	02/05/2022
Photograph:	
Photograph By:	Fred T.
	Tadrowski
Camera Facing:	West

Description: Subject Parking Lot



Description: Subject Building

Date of	02/05/2022
Photograph:	
Photograph By:	Fred T.
	Tadrowski
Camera Facing:	Southeast

Subject Property

Photographs are required on all properties being appraised. Photographs of all principal above ground improvements or unusual features affecting the value of the property to be taken or damaged must also be included. Please use the format below for identifying the photographs.



Date of Photograph:	02/05/2022
Photograph By:	Fred T.
	Tadrowski
Camera Facing:	Northeast

Description: Subject Building



Description: Subject Building

Date of	02/05/2022
Photograph:	
Photograph By:	Fred T.
	Tadrowski
Camera Facing:	Northeast

Photographs

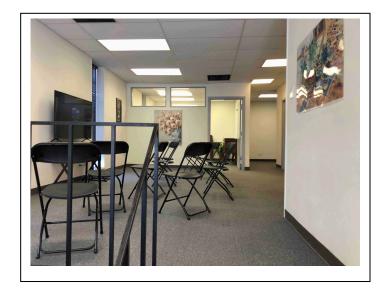
Subject Property

Photographs are required on all properties being appraised. Photographs of all principal above ground improvements or unusual features affecting the value of the property to be taken or damaged must also be included. Please use the format below for identifying the photographs.



Date of Photograph:	02/05/2022
Photograph By:	Fred T. Tadrowski
Camera Facing:	North

Description: Office Interior (18027 Harwood, Lower Level)



d T. rowski
th

Description: Office Interior (2066 Ridge)

Photographs

Subject Property

Photographs are required on all properties being appraised. Photographs of all principal above ground improvements or unusual features affecting the value of the property to be taken or damaged must also be included. Please use the format below for identifying the photographs.



Date of Photograph:	02/05/2022
Photograph By:	Fred T.
	Tadrowski
Camera Facing:	South

Description: Office Interior (2058 Ridge)



Date of Photograph:	02/05/2022
Photograph By:	Fred T. Tadrowski
Camera Facing:	North

Description: Office Interior (2056 Ridge)

Subject Property

Photographs are required on all properties being appraised. Photographs of all principal above ground improvements or unusual features affecting the value of the property to be taken or damaged must also be included. Please use the format below for identifying the photographs.



Date of Photograph:	02/05/2022
Photograph By:	Fred T.
	Tadrowski
Camera Facing:	East

Description: Office Interior (2056A Ridge, Lower Level)



Date of	02/05/2022
Photograph:	
Photograph By:	Fred T.
	Tadrowski
Camera Facing:	South

Description: Office Interior (2058A Ridge, Lower Level)

Aerial View of Subject:



Descriptive Analysis of Whole Property: Describe entire property before the taking, including such items as: 1) location and environment; 2) land type and usage; 3) zoning; 4) improvements; 5) special features that serve to detract or enhance; 6) include an analysis of the general area, the neighborhood, and the site; and 7) explain and justify highest and best use if it differs from present use and/or zoning.

Homewood Data

The subject property is located in the commercial downtown area of the Village of Homewood, Illinois. Homewood is located in southern Cook County, roughly 26 miles south of the Chicago Loop. Neighboring communities include Hazel Crest to the northwest, East Hazel Crest to the north, Thornton and Glenwood to the east, Flossmoor and Chicago Heights to the south, and Country Club Hills to the west. The village had a population of 19,463 as of the 2020 census, which is currently estimated at 19,660 with a median household income of \$74,510. The village was founded in 1893 and has an area of 5.26 square miles of which 0.05 square miles is water.

Homewood has a diversified commercial and residential tax base that contributes to future opportunities for economic growth, which is further enhanced by several TIF districts. The primary commercial corridor is Halsted Street along the east side of the village. Several commercial areas within the village have seen recent commercial activity including Halsted Street, where Portillo's redeveloped a site with an older vacant restaurant building and a former Applebee's restaurant was razed in order to redevelop the site with a retail strip center now occupied by Potbelly, Mattress Firm, and Verizon. Menards also recently expended their existing facility in this corridor and there have been several other commercial redevelopments and façade upgrades of retail stores in the area.

In the downtown central business district an upscale hotel and restaurant, LaBanque Boutique Hotel along with La Voute Bistro & Bar, opened in 2015 and is envisioned as the cornerstone of the downtown redevelopment. Another new addition is the Vice District craft on Dixie Highway on the east side of the downtown area. Several other new retail stores have opened in the downtown area in the past couple of years and commercial activity in downtown Homewood appears to be strong.

Economic redevelopment is essential to a community like Homewood, which is land locked and has no room for expansion and has many older buildings that a ripe for redevelopment. The value of building permits within a community is a good indicator of investments being made in new construction and redevelopment of existing properties.

According to the village's 2016 Comprehensive Annual Financial Report the top ten employers are CN Railroad, Comcast, Jewel/Osco, School District 153, Village of Homewood, Target, Manor Health Care, Portillo's, Home Depot, and Menards. These employers account for nearly 15% of the total village population with an estimated 2,836 employees.

Transportation within and around the village is considered good. Interstate 294 runs along the north side of the village with an interchange at Halsted Street. Public transportation includes Metra commuter rail service on the electric line with daily service to Chicago as well as Amtrak train service and local Pace bus service. Midway International Airport is about a 40-minute drive to the north and O'Hare International Airport is an approximate hour drive to the north.

The average sale price for a single-family home in Homewood was \$243,763 during the last six months. Home values have been rising recently. The average sales price was for a condominium was \$99,887.

Suburban Office Market Data

The suburban Chicago office market was affected by the COVID pandemic and is in a recovery mode. Vacancies were recorded at 18.3% at the end of the second quarter of 2021, up 280 basis points from pre-pandemic levels. Only \$436 million of suburban offices have sold in 2021, which is an annualized decrease of 38% compared with the past five-year average. There was also an 3.75% decrease in office-using employment during the pandemic. Office leasing activity also decreased 35.8% in 2020. Recent activity is putting 2021 on pace to outperform levels prior to last year, according to Avison Young.

Page 15 LA 33A Template (Rev. 11/25)

Site Data

The subject property is located at the northeast corner of Ridge Road and Harwood Avenues, Homewood, Illinois with the common addresses of 18027 Harwood Avenue and 2052-2066 Ridge Road, Homewood, Illinois 60430.

The subject site is irregular in shape with 100 feet of frontage on Ridge Road and 150 feet of frontage on Harwood Avenue; it has an area of 0.4534 acre; or 19,750 square feet.

Available utilities include electric, gas, water, sewer, and telephone. Topography of the subject site is level. Access to the site is via a driveway off Harewood Avenue. The property is located in the central business district of Homewood. Most of the adjacent uses are commercial in nature. A railroad corridor is nearby to the west.

No soil tests were supplied to the appraiser. It is assumed that subsoil conditions are adequate to support typical improvements as no signs to the contrary were noted such as obvious settling, foundation or exterior wall cracks, etc. on subject site improvements or improvements in the area.

The subject property is zoned B-1 (CBD), Central Business District in the Village of Homewood, Illinois. The purpose of the B-1, Central Business District, is to allow commercial uses that provide goods and services to the Village as a whole. The B-1 District provides for a mix of commercial, residential and entertainment uses while maintaining a pedestrian-oriented environment and accommodating larger scale buildings. The subject property appears to be legally conforming.

According to the U.S. Fish & Wildlife Service, there are no wetlands on the site. According to the local Flood Insurance Rate Map prepared by the Federal Emergency Management, there is no 100-year floodplain on the site.

Description of Improvements

The site is improved with a two-story multi-unit brick office building, which was mostly built in 1968. The west side of building was originally built in early 1900's. The building is approximately 12,000 square feet in size of which 9,520 square feet is currently rentable.

The interior finishes include a combination of painted drywalls, brick walls, and wood paneled walls, acoustical tile ceiling, fluorescent lighting, and carpeting in the office suites, common area hallways, and stairwells, and tile flooring in the restrooms. The building has gas forced air heat and central air conditioning.

The building is split into twelve office spaces:

- 1. 18027 Harwood (upper level) Suite has a rentable area of 1,000 square feet and consists of two private offices, an open reception/waiting area, two storage rooms, and one restroom.
- 2. 18027 Harwood (lower level) Suite has a rentable area of 450 square feet and consists of one private office and an open office area.
- 3. 2052 Ridge (upper level) Suite has a rentable area of 455 square feet and consists of two private offices and an open office area.
- 4. 2056 Ridge (upper level) Suite has a rentable area of 950 square feet and consists of two private offices and an open office area.
- 5. 2058 Ridge (upper level) Suite has a rentable area of 400 square feet and consists of open office area and one restroom.
- 6. 2060 Ridge (upper level) Suite has a rentable area of 1,350 square feet and consists of two open office areas, two private offices, two partitioned offices, storage closet, vestibule, and one restroom.
- 7. 2066 Ridge (upper level) Suite has a rentable area of 1,200 square feet and consists of a large open office area, private office, kitchenette, utility room, and two restrooms.
- 8. 2056A Ridge (lower level) Suite has a rentable area of 1,700 square feet and consists of a large open office area, three private offices, vestibule, two storage rooms, one restroom, and access to the lower-level outdoor patio.
- 9. 2058N Ridge (lower level) Suite has a rentable area of 1,000 square feet and consists of three offices, storage closet, one restroom, and access to the lower-level outdoor patio.
- 10. 2058A Ridge (lower level) Suite has a rentable area of 350 square feet and consists of one office.
- 11. 2060 Ridge 2 & 3 (lower level) Suite has a rentable area of 425 square feet and consists of two offices.
- 12. 2060 Ridge 4 (lower level) Suite has a rentable area of 240 square feet and consists of one office.

The property has a vacancy of approximately 37%; Suites 18027 Harwood, lower Level, 2060 Ridge, 2056A Ridge, Lower Level.

It is in overall average condition and there have been some updates completed to Suites 2052 Ridge and 2056 Ridge. Other updates include to the rooftop HVAC system, the mansard roof, and the coating on western face of the building.

Site improvements include an asphalt-paved parking lot with 25 spaces, concrete sidewalks, a concrete patio, an outdoor lower-level patio with a brick retaining wall, and landscaping. There is also street parking adjacent to the site and parking lots located nearby, which also can serve the subject property.

Real Estate Taxes

PIN 29-31-307-005 (2021)

Land Assessed Value: \$17,500

Building Assessed Value: \$53,033

Total Assessed Value: \$70,533

Annual Tax: \$34,155.24

PIN 29-31-307-004 (2021)

Land Assessed Value: \$13,125

Building Assessed Value: \$274

Total Assessed Value: \$13,125

Annual Tax: \$6,487.98

PIN 29-31-307-015 (2021)

Land Assessed Value: \$3,938

Building Assessed Value: \$88

Total Assessed Value: \$4,026

Annual Tax: \$1,949.08

Highest and Best Use Analysis: Summarize the **support and rationale** for the appraiser's determination of the highest and best use of the subject property. If the property is improved, address both highest and best use **as vacant**, and of the property **as improved**. Appraiser may provide a Land Only Grid to support highest and best use analysis. A detailed appraisal requires more in-depth analysis. A change in highest and best use requires more in-depth analysis of the subject property before the acquisition and the remainder.

Highest and Best Use as defined by the Courts is defined as "that use which would give the property its highest cash market value on the date of value." This may be the actual use of the property on that date or a use to which it was adaptable and which would be anticipated with such reasonable certainty that it would enhance the market value on that date.

Based on the aforementioned definition, zoning, surrounding uses, area trends, and site inspection, it is the appraiser's opinion that the highest and best use of the subject property as vacant is commercial development.

Based on the aforementioned definition, zoning, surrounding uses, area trends, and site inspection, it is the appraiser's opinion that the highest and best use of the subject property as improved is its existing use as an office building. The highest and best use of the subject property is as improved.

Sales Comparison Approach

The Sales Comparison Approach was completed to estimate the market value of the subject property in fee simple estate; the Sales Comparison Approach consists of a comparison of the subject property with sales of comparable properties. Research of the subject neighborhood and area real estate market was completed in order to find sales of comparable properties to that of the subject property location and site. The most comparable types of properties are those located in the subject neighborhood, which have a similar use or potential use. Several sale transactions of comparable properties were reviewed, and the most comparable sale transactions were selected for specific analysis in this approach.

Improved Sales

mprovou				
	Subject	Sale 1	Sale 2	Sale 3
Location				
	Ridge/Harwood	Burnham	Burnham	Harwood
City	Homewood	Lansing	Lansing	Homewood
Improvements	Office	Office	Office/Residential	Office
Age	1968	1971	1977	1946
Occupancy	63%	89%	100%	100%
Building Area	12,000 SF	6,100 SF	7,500 SF	10,800 SF
Land Area	19,750 SF	14,701 SF	86,467 SF	22,695 SF
LRB Ratio	1.65	2.41	11.53	2.10
Parking Ratio	2.08	2.62	4.67	2.41
Sale Date	N/A	10/2020	09/2019	05/2019
Sale Price	N/A	\$250,000	\$315,000	\$505,000
Price/Sq.ft.	N/A	\$40.98	\$42.00	\$46.76

Improved Sales

	Subject	Sale 4	Sale 5	
Location				
	Ridge/Harwood	127 th St.	Kedzie	
City	Homewood	Palos Hts.	Homewood	
Improvements	Office	Office	Office	
Age	1968	1968	1985	
Occupancy	63%	51.5%	100%	
Building Area	12,000 SF	9,500 SF	3,129 SF	
Land Area	19,750 SF	39,996 SF	28,950 SF	
LRB Ratio	1.65	4.21	9.25	
Parking Ratio	2.08	4.63	7.03	
Sale Date	N/A	10/2019	08/2020	
Sale Price	N/A	\$445,000	\$315,000	
Price/Sq.ft.	N/A	\$46.84	\$61.52	

The market conditions for office buildings was mostly flat during the past two years, so no adjustments were needed; Sales I-2, I-4, and I-5 were adjusted upward for their inferior locations; Sales I-1 and I-3 are located in central business districts like the subject building; Sale I-5 was adjusted downward for building size (smaller buildings typically sell at higher unit values); the sales were adjusted downward for their superior parking ratios; Sale I-5 was adjusted downward for its superior building condition/age.

After making the adjustments as described above, a fair market unit value of 12,000 square feet of building x unit value of \$42.00/square feet = \$504,000 say \$505,000 is indicated for the subject property.

5. Appraiser's Final Estimate of Fair Market Value of Whole Property by the Sales Comparison Approach

\$505,000

Income Approach

Direct Capitalization is a method of estimating the Fair Market Value of a property used in the income capitalization approach to convert a single-year's income estimate into a value indication. This conversion is accomplished in one step, either by dividing the income estimate by an appropriate income rate or multiplying it by an appropriate income factor. Direct capitalization may be based in various income flows, such as potential gross income, effective gross income, net operating income, equity income, mortgage income, and others. Income rates and factors reflect the relationship between income and value and are derived from market data. It is essential that the properties used as comparables are similar to the property being appraised in terms of risk, income, expense, and physical and locational characteristics.

Investment properties are normally valued and purchased by investors in proportion to their ability to produce income. The Income Approach involves an analysis of the property in terms of its ability to provide a net annual income in dollars. The estimated net income is then capitalized at a rate commensurate with the risks inherent in ownership of the particular property, relative to the rate commensurate with the risks inherent in ownership of the particular property, relative to the rate of return offered by alternative investments.

Estimated Annual Income:

The gross rental income for 2021 was ±\$87,720 for the building. Three offices are currently vacant.

Based upon comparable rentals of other office buildings in the area, however, the appraiser believes these rents are at market rent. The gross rental income for the building is estimated at \$140,000 if 100% occupied.

Vacancy and Collection Loss: A vacancy and collection loss is a deduction from estimated gross annual income to allow for possible vacancies resulting from tenant turnovers, collection loss, etc. Based upon my analysis of the subject property and the subject commercial market, a vacancy loss of 37% was estimated for the subject. The effective gross income is \$140,000 x 0.63= say \$88,200.

Operating Expense: A detailed expense account was not supplied to the appraiser. Based upon the operating expenses at other similar office buildings in the market, the operating expenses for the building are estimated at \$39,474 a year. The estimated annual net operating income is \$88,200 - \$39,474 = \$48,726.

Overall Capitalization Rate: An overall capitalization rate is the relationship between the net annual income generated by a property and its market value. Overall capitalization rates can be derived from the market through an analysis of comparable sales where sufficient net income data is available on said sales or it may be built-up utilizing current mortgage rates and equity rates. Based upon comparable sales, the current financial market and the economic downturn including current mortgage and equity rates, the financial risks inherent in the ownership of the subject property, and the type and physical characteristics of the subject improvements, is the appraiser's opinion that a 10.5% capitalization rate is indicted. The range of capitalization rates of similar office buildings in the suburban Chicago market range from 8% to 12% recently.

Estimate of Value: The Fair Market Value of the subject property in fee simple title ownership, free and clear of all encumbrances by the Income Approach is estimated as \$48,726/10.5% capitalization rate = \$464,057,14 say \$465,000.

CONCLUSION OF VALUE

Before Taking A	After Taking	
VALUATION SUMMARY		
1. Indicated Value by Cost Approach	\$	N/A
2. Indicated Value by Sales Comparison Approach	\$	505,000
3. Indicated Value by Income Approach	\$	465,000

4. Analysis and Correlation of Approaches to Value

D - f - ... T - l - ...

Because of the age of the building and the amount of physical obsolescence and economic obsolescence, the Cost Approach was not a good indication of value for the subject building and was not considered applicable.

The value of the subject property was based on the Sales Comparison Approach and supported by the Income Approach because this approach afforded the greatest consideration since it affirms the basic principle of substitution, i.e. no purchaser will pay more for a property than he or she can acquire a comparable property for, and reflects the actions of buyers and sellers in the market for similar-type properties.

The Income Approach was not considered as accurate an indicator of value as the Sales Comparison Approach because it was based on one year's income only; also there is a fair margin of error involved in estimating capitalization rates and estimating operating expenses.

APPRAISER CERTIFICATION

In accordance with USPAP, we certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- We have performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within
 the three-year period immediately preceding acceptance of this assignment. An appraisal review of the subject was completed on
 09/18/2018.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the Client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- We have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the persons signing this certification.

As required by the Client, we further certify that:

- We have afforded the property owner(s) or their designated representative the opportunity to accompany me at the time of inspection.
- We have made a personal field inspection of the comparable sales relied upon in this appraisal report.
- The subject and comparable sales relied upon in preparing this appraisal were as represented by the photographs contained within the report.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act) and its implementing regulation 49 CFR Part 24, as well as the Illinois Department of Transportation's Land Acquisition Policies and Procedures Manual.
- We understand this report may be used in connection with the acquisition of right of way for a highway to be constructed by the State of Illinois with its funds and/or with the assistance of Federal-aid highway funds, or other Federal funds.
- We have prepared this appraisal in accordance with the appropriate state laws, regulations and policies and procedures applicable to appraisal of right of way for such purposes; and that to the best of our knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established laws of Illinois.
- We have not given consideration to, or included in our appraisal, any allowance for relocation assistance benefits.
- Any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in opining on the value of the property before the taking. Any decrease or increase in value caused by the actual acquisition of a part of the property was considered in opining on the value of the remainder after the taking. This statement is in compliance with 49 CFR 24.103(b) as well as IDOT's Land Acquisition Policies and Procedures Manual.
- We have not revealed the findings of this appraisal to anyone other than the Client, and that we will not do so until authorized by the Client or until we are required to do so by law, or until we are released from this obligation by having publicly testified to these findings.
- The comments by the licensed real estate appraisers contained within this appraisal report on the condition of the property do not
 address "standards of practice" as defined in the Home Inspector License Act [225 ILCS 441] and 68 III. Adm. Code 1410 and are
 not to be considered a home inspection or home inspection report.
- Our opinion of the fair market value of the part taken and net damage to the remainder, if any, as of the effective date of this appraisal is \$505,000 based upon our independent appraisal and the exercise of our professional judgment.

Statements supplemental to this certification required by membership or candidacy in a professional appraisal organization are described on an addendum to this certificate and, by reference, are made a part hereof.

Date of the Report: 02/07/2022

Appraiser Name: Fred T. Tadrowski

License Type: State Certified General Real Estate Appraiser

Del T. Takouska Appraiser Signature

IL License # <u>553.001602</u> Expires: <u>9/30/2023</u>

Comparable Sale Data



Comparable Sale No.: I-1			
Seller: William M. Dyer & Kathy W. Dyer			
Purchaser: Living Spring Home Health, Inc.			, Inc.
Sale Date: 10/23/2020			
County: Cook			
Deed w	arranty Deed	Document	2101220068
Type: VV	arrainty Deed	Number:	2101220000

Verified Sale Price: \$250,000
Unit Price \$40.00

(if applicable): \$40.98

Zoning: CBD, Downtown District (Lansing)
Highest and Best Use: Office Building

Property Rights Conveyed: Fee Simple

Financing: Normal

Conditions of Sale:

Donditions of Sale: Market / Arm's-Length

Name of party to the transaction with whom this sale was verified: (Seller's Broker)

Name of appraiser(s) who verified this sale (date sale was verified): Fred T. Tadrowski (02/04/2022)

Name of appraiser(s) who inspected this sale (date of inspection): Fred T. Tadrowski (02/06/2022)

Secondary data sources used to verify this sale: Assessor, Deed, & MLS

Additional comments on verification process (if applicable): N/A

Address: 18225 Burnham Avenue, Lansing, IL 60438

PIN(s): 30-32-300-05 & 30-32-300-055

Location Description: East side of Burnham Avenue, south of Ridge Road, Lansing, Illinois

Legal Description: N/A

Description of the Land

Area (Acres): 0.337 Area (SF): 14,701

Describe relevant site details below:

Topography: Level

Shape: Rectangular (See following pages)

Wetlands: None Floodplain: None

FAR: 2.41

Parking Ratio: 2.62/1000 SF

Description of the Improvements (if applicable)

Describe relevant building improvement details below: Improved with a two-story "Class C" 6,100-square foot office building, which was built in 1971. The building is in overall average condition and had 8 tenants at the time of the sale and was 89% occupied.

Describe relevant site improvement details below: The site is also improved with parking lot with 16 spaces.

The following utilities and services are available to this site:

Electricity Water Sanitary Sewer Sanitary Sewer

Use the space below to provide additional explanation of relevant details (use an additional page if necessary):

Item 10. K.

AERIAL MAP OF COMPARABLE SALE NO. I-1





1-2 Comparable Sale No.: Seller: Sharon Van Kley & James Van Kley Trust The Baby Academy For Babies and Children Purchaser: 09/11/2019 Sale Date: Cook County: Deed Document Trustee's Deed 1925957063 Type: Number: \$315,000 Verified Sale Price: Unit Price \$42.00/Sq.ft (if applicable): B2- Community Retail & Service District Zoning: (Lansing)

Highest and Best Use: Office Building

Property Rights Conveyed: Fee Simple

Financing: Normal

Conditions of Sale: Market / Arm's-Length

Name of party to the transaction with whom this sale was verified: (Seller's Broker)

Name of appraiser(s) who verified this sale (date sale was verified): Fred T. Tadrowski (02/04/2022) Name of appraiser(s) who inspected this sale (date of inspection): Fred T. Tadrowski (02/06/2022)

Secondary data sources used to verify this sale: Assessor, Deed, & MLS

Additional comments on verification process (if applicable): N/A
Address: 19111 Burnham Avenue, Lansing, IL 60438

PIN(s): 33-05-300-023

Location Description: Southeast corner of Burnham Avenue & 191st Street, Lansing, Illinois

Legal Description: N/A

Description of the Land

Area (Acres): 1.985 Area (SF): 86,467

Describe relevant site details below:

Topography: Level

Shape: Rectangular (See following pages)

Wetlands: None Floodplain: None FAR: 11.53

Parking Ratio: 4.67/1,000 SF

Description of the Improvements (if applicable)

Describe relevant building improvement details below: Improved with a two-story "Class C" 7,500-square foot office/residential building, which was built in 1977. The building is in overall average condition and had 1 tenant at the time of the sale and was 100% occupied.

Describe relevant site improvement details below: The site is also improved with parking lot with 35 spaces.

The following utilities and services are available to this site:

Electricity Water Sanitary Sewer Sanitary Sewer

Use the space below to provide additional explanation of relevant details (use an additional page if necessary):

AERIAL MAP OF COMPARABLE SALE NO. 1-2





Comparable Sale No.: I-3				
Seller:	Ken Harwood	, LLC		
Purchaser:	18220 Harwo	od, LLC		
Sale Date:	05/02/2019			
County:	Cook			
Deed Type: Warra	anty Deed	Document Number:	1913501087	
Verified Sale I	Price: \$505	5,000		
Unit Price	\$46.76/Sq	.ft		

B-1 (CBD) Central Business District Zoning: (Homewood)

Highest and Best Use: Office Building

Property Rights Conveyed: Fee Simple

Financing: Normal

Conditions of Sale: Market / Arm's-Length

Name of party to the transaction with whom this sale was verified: (Seller's Broker)

Fred T. Tadrowski (02/04/2022) Name of appraiser(s) who verified this sale (date sale was verified): Name of appraiser(s) who inspected this sale (date of inspection): Fred T. Tadrowski (02/06/2022)

Secondary data sources used to verify this sale: Assessor, Deed, & MLS

Additional comments on verification process (if applicable):

Address: 18220 Harwood Avenue, Homewood, IL 60430

PIN(s): 33-05-300-023

Location Description: West side of Harwood Avenue, north of 183rd Street, Homewood, Illinois

Legal Description: N/A

Description of the Land

Area (Acres): 0.521 Area (SF): 22,695

Describe relevant site details below:

Topography: Level

Shape: Rectangular (See following pages)

Wetlands: None Floodplain: None

FAR: 2.10

Parking Ratio: 2.41/1,000 SF

Description of the Improvements (if applicable)

Describe relevant building improvement details below: Improved with a one-story Class C 10,800-square foot office building, which was built in 1946. The building is in overall average condition and had 6 tenants at the time of the sale and was 100% occupied.

Describe relevant site improvement details below: The site is also improved with parking lot with 26 spaces.

The following utilities and services are available to this site:

Water Electricity Sanitary Sewer Gas

Use the space below to provide additional explanation of relevant details (use an additional page if necessary):

Item 10. K.

AERIAL MAP OF COMPARABLE SALE NO. 1-3



Comparable Sale Data



Comparable Sale No.: I-4			
Seller: SMG MGMT, LLC			
Purchaser: 6420 Palos, LLC			
Sale Date: 10/02/2019			
County:	Cook		
Deed Type: Warr	anty Deed	Document Number:	1928015020

Verified Sale Price: \$445,000
Unit Price \$46,040,045

Unit Price \$46.84/Sq.ft

Zoning: B-1, Restricted Business District (Palos Heights)

Highest and Best Use: Office Building
Property Rights Conveyed: Fee Simple

Financing: Normal

Conditions of Sale: Market / Arm's-Length

Name of party to the transaction with whom this sale was verified: (Seller's Broker)

Name of appraiser(s) who verified this sale (date sale was verified): Fred T. Tadrowski (02/04/2022)

Name of appraiser(s) who inspected this sale (date of inspection): Fred T. Tadrowski (02/06/2022)

Secondary data sources used to verify this sale: Assessor, Deed, & CoStar Comps

Additional comments on verification process (if applicable): N/A

Address: 6420 West 127th Street, Palos Heights, IL 60463

PIN(s): 24-30-406-008 & 24-30-406-009

Location Description: North side of West 127th Street, west of Ridgeland Avenue, Palos Heights, Illinois

Legal Description: N/A

Description of the Land

Area (Acres): 0.918 Area (SF): 39,996

Describe relevant site details below:

Topography: Level

Shape: Rectangular (See following pages)

Wetlands: None Floodplain: None

FAR: 4.21

Parking Ratio: 4.63/1,000 SF

Description of the Improvements (if applicable)

Describe relevant building improvement details below: Improved with a two-story "Class C" 9,500-square foot office building, which was built in 1968. The building is in overall average condition and had 9 tenants at the time of the sale and was 51.5% occupied.

Describe relevant site improvement details below: The site is also improved with parking lot with 44 spaces.

The following utilities and services are available to this site:

Electricity

Gas

Water

Sanitary Sewer

Sanitary Sewer

Use the space below to provide additional explanation of relevant details (use an additional page if necessary): There was a previous sale of the building on 10/09/2018 for \$400,000 (Document #1828819025).

Item 10. K.

AERIAL MAP OF COMPARABLE SALE NO. 1-4



Comparable Sale Data



Comparable	Sale No.: I	-5	
Seller:	KMP Prop.	Ltd.	
Purchaser:	Juris Biome	trics	
Sale Date:	08/28/2020		
County:	Cook		
Deed Type: War	ranty Deed	Document Number:	2030120299
Verified Sale	Price: \$1	92,500	
Unit Price (if applicable):	\$61.52/\$	Sq.ft	
Zoning:	B-3, Service	Business Distr	rict (Homewood)
Highest and	Best Use:	Office	Buildina

Market / Arm's-Length

Financing: Fee Simple

Property Rights Conveyed:

Conditions of Sale:

Normal

Name of party to the transaction with whom this sale was verified: (Seller's Broker)

Name of appraiser(s) who verified this sale (date sale was verified): Fred T. Tadrowski (02/04/2022)

Name of appraiser(s) who inspected this sale (date of inspection): Fred T. Tadrowski (02/06/2022)

Secondary data sources used to verify this sale: Assessor, Deed, & CoStar Comps

Additional comments on verification process (if applicable): N/A

Address: 18237 Kedzie Avenue, Homewood, IL 60430

PIN(s): 28-36-304-074

Location Description: East side of Kedzie Avenue, north of 183rd Street, Homewood, Illinois

Legal Description: N/A

Description of the Land

Area (Acres): 0.665 Area (SF): 28,950

Describe relevant site details below:

Topography: Level

Shape: Irregular (See following pages)

Wetlands: None Floodplain: None

FAR: 9.25

Parking Ratio: 7.03/1,000 SF

Description of the Improvements (if applicable)

Describe relevant building improvement details below: Improved with a one-story "Class C" 3,129-square foot office building, which was built in 1985. The building is in overall good condition and had 1 tenant at the time of the sale and was 100% occupied. The building has been split up after the sale and now has 3 tenants.

Describe relevant site improvement details below: The site is also improved with parking lot with 22 spaces.

The following utilities and services are available to this site:

Electricity Water Sanitary Sewer

Use the space below to provide additional explanation of relevant details (use an additional page if necessary):

Item 10. K.

AERIAL MAP OF COMPARABLE SALE NO. 1-5



RESOLUTION NO. R- 3110

A RESOLUTION APPROVING PURCHASE CONTRACTS FOR THE OFFICE BUILDINGS AT 17900 DIXIE HIGHWAY AND 2066 RIDGE ROAD, HOMEWOOD, COOK COUNTY, ILLINOIS

WHEREAS, the Village of Homewood (the "Village") is a non-home rule unit of local government authorized to acquire title to real property for public purposes; and

WHEREAS, the Village of Homewood has negotiated purchase agreements with the property owner of the commercial office buildings at 17900 Dixie Highway and 2066 Ridge Road, Homewood; and

WHEREAS, both properties share common ownership; and

WHEREAS, the Village intends to acquire the 17900 Dixie Highway property for a potential water tower site; and

WHEREAS, the Village intends to acquire the 2066 Ridge Road site at the northeast corner of Ridge Road and Harwood Avenue for future development; and

WHEREAS, in the opinion of the corporate authorities of the Village of Homewood, it is in the Village's best interests to acquire these properties to enhance the Village's water delivery capability and provide additional economic development opportunities in the downtown TOD area.

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

SECTION ONE - RECITALS:

The Corporate Authorities find that the above recitals are full, true, and correct and incorporate them into this Resolution as legislative findings.

SECTION TWO - APPROVAL OF SPECIAL WARRANTY DEED:

The Corporate Authorities of the Village approve the contracts attached to this resolution as Exhibits A and B. The Village President, Village Manager, Village Attorney and all other necessary Village officials are authorized to take all actions required to complete the purchase of these properties as provided in the attached contracts.

SECTION THREE - EFFECTIVE DATE:

	This resolution shall be in full force afte	r it	ts passage,	approval,	and
1	publication under the law.				

PASSED and APPROVED this 26th day of April, 2022.

	Village President
ATTEST:	
Village Clerk	
AYES: NAYS:	_ ABSTENTIONS: ABSENCES:

[Exhibits A and B attached]



BOARD AGENDA MEMORANDUM

DATE OF MEETING: April 26, 2022

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Angela Mesaros, Director of Economic and Community Development

Topic: Approval of new construction - Homewood Brewing Company, 18225 Dixie Highway

PURPOSE

Homewood Brewing Company proposes the construction of a restaurant and craft brewery on the former Bogart's property at 18225 Dixie Highway. The property is an L-shaped lot with frontage on Dixie Highway. The development would include a two-story building with a footprint of 11,480 square feet and parking to the east and north. The new facility would include a brew house, full-service kitchen, dining room, and outdoor seating areas.

The main entrance of the restaurant is on Miller Court (the public right-of-way directly to the south). The building is set back from Dixie Highway to provide outdoor dining/activity at the street wall. The edge will be defined with planters and a masonry wall. The applicant has maintained the 10 feet access easement between the subject property and the building to the north in order to accommodate delivery access. Miller Court would serve as access to the parking spaces behind the building. Loading and deliveries are proposed on the north side of the property.

The building will be constructed of masonry veneer, concrete masonry unit block, cast stone, metal panel cladding, and aluminum and clear glass storefront window system.

The interior of the building is arranged with the dining room at the southwest corner oriented toward Dixie Highway, the brewery is located towards the rear of the building and the kitchen is in the middle. The service area in the back will contain the trash area with a six-foot-high masonry enclosure.

Parking is 38 spaces + 10 spaces available after loading/delivery hours. Loading will be restricted so as not to occur during dining hours.

The subject property consists of five parcels that are nonconforming in size. The Village seeks to consolidate the lots into one zoning lot that would meet the minimum required lot size of one acre.



The proposed use is defined as a Craft Brewery in the Homewood Zoning Ordinance. The subject property is zoned B-1, Central Business District. Craft Breweries are allowed as a special use. A special use allows the opportunity for the Village to consider the impact the proposed use may have upon neighboring lands and the public need for the proposed use at the subject location.

The proposed plan requires a variation from the provisions of Section 12.5 of the Zoning Code for both perimeter and internal landscaping in the parking lots. The applicant wishes to maximize the number of parking spaces and proposes a decrease in interior landscaping from 5% required to 2.5%. In order to provide an adequate turnaround area for loading-trucks, the landscape area along the southern portion of the east property line has been reduced.

This development requires four approvals by the Board of Trustees: (1) Plat of Consolidation, (2) Special Use Permit and Zoning Variation, (3) Redevelopment Agreement, and (4) Resolution in support of Class 8.

PROCESS

In 2018, the Village acquired the property in a tax foreclosure sale. At that time, the building had been vacant for approximately nine years. In October 2020, the Village established the Dixie Highway/Miller Court Tax Increment Financing District (TIF), which includes this property. The intent was to secure the subject property and provide incentives for suitable development. The Village partnered with the Cook County Sheriff's Restoring Neighborhoods Workforce (RENEW) program to demolish the building and prepare the site for redevelopment.

Homewood Brewing, LLC d/b/a Homewood Brewing Company submitted a letter of intent to purchase the subject property. As required, the Village provided the opportunity for other interested parties to submit alternate proposals to purchase the property. The Village received no bids.

On October 26, 2021, the Village Board approved a real estate purchase and sale agreement to sell the former Bogart's property to Homewood Brewing Company.

The Site Plan Review Committee reviewed the site plan on August 25, 2021, and December 10, 2021, and requested changes to the plan that included maintaining the access easement to the north, security cameras on both interior and exterior, replacement of the privacy fence at the east property line, and changes in landscape planting materials to species that are more sustainable. Homewood Brewing made the requested revisions and has provided an updated site plan.



On February 3, 2022, the Appearance Commission reviewed and unanimously approved the building design, materials, landscaping, and lighting plans.

The Village of Homewood initiated an application for the consolidation of the existing five nonconforming lots into one zoning lot. The proposed lot is 1.052 acres, which meets the zoning requirements.

At its regular meeting on February 10, 2022, the Homewood Planning & Zoning Commission reviewed the request for the plat of consolidation, site plan approval, special use permit, and variation. The Planning & Zoning Commission, with five members present, unanimously recommended approval of the applications with the condition that a guard rail is installed along the southern border of Miller Court at the request of the property owner of the single-family home.

In making their recommendations, the Planning & Zoning Commission reviewed the proposed applications, comments received at the public hearing, and the standards set forth in the zoning ordinance.

The Village and Homewood Brewing Company have agreed to a redevelopment agreement. The Village's participation in the agreement includes the following terms as TIF increment revenue becomes available:

- 1. Sale of the property for \$1.
- 2. Reimbursement of the following TIF eligible items:
 - Reconstruction of Miller Court, including curb, gutter, and paving improvements;
 - Public utilities such as Miller Court storm sewer and water main;
 - Demolition/site preparation of the parking lots; and
 - Site preparation, including underground stormwater detention, and re-route or burial of electric power lines, to serve and accommodate the redevelopment of the property.

Costs are estimated at \$970,000. The projections of TIF revenues and the budget in the Dixie Highway/Miller Court TIF Plan are adequate to cover the costs.

Cook County has recognized the property tax issue for the Chicago Southland and created the Class 8 Cook County Tax Incentive Program. The Class 8 real estate tax incentive is designed to encourage industrial and commercial development in areas experiencing economic stagnation. Under this incentive 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 program identifies five (5) Cook County townships that have automatic certification for the incentive; the subject property is located in Thornton Township, one of the five designated townships. A Class 8 for this property will help bring the tax burden more in line with the competition in neighboring counties where the property tax rate is as much as 45% less.

OUTCOME

After consideration of public testimony, the following Findings of Fact (as proposed or amended) by the standards set forth in Section 2.16 may be entered into the record:

- 1. The subject property is located at 18225 Dixie Highway;
- 2. The Village of Homewood is the property owner;
- Homewood Brewing Company is the contract purchaser of the property;
- 4. The subject property is zoned B-1 Central Business zoning district/DO Downtown Overlay district;
- 5. The Homewood Zoning Code and Municipal Code require a minimum lot area of one acre in the B-1 zoning district;
- 6. The proposed lot would be 1.052 acres in area;
- 7. The proposed lot conforms to the Zoning Code requirements;
- 8. Homewood Brewing Company proposes to construct a two-story restaurant and craft brewery;
- 9. Craft breweries are allowed as a special use in the B-1 Central Business zoning district; and
- 10. The subject property has 38 onsite parking spaces plus 10 spaces available after deliveries and during dining hours.

Redevelopment of the former Bogart's property will result in the development of an underutilized vacant property at the gateway to downtown Homewood. Homewood Brewing Company plans to construct a restaurant and craft brewery. A restaurant is a targeted business and will be an attraction to Homewood. Redevelopment of the property will improve the overall physical conditions of the area and augment the area's mix of commercial uses.

FINANCIAL IMPACT

Funds for the public improvements of this development will come from the Dixie Highway/ Miller Court TIF District. \$200,000 was budgeted for the current fiscal year.

- Funding Source: Dixie Highway/Miller Court Tax Increment Financing (TIF) Fund
- Budgeted Amount: \$200,000 FY2022-23
- Cost: \$970,000 (to be reimbursed over the life of the TIF)



LEGAL REVIEW

Completed

RECOMMENDED BOARD ACTION

Pass an ordinance to approve a plat of consolidation of five nonconforming parcels into a single conforming parcel at 18225 Dixie Highway; Pass an ordinance granting a special use permit and variations to allow the construction of a craft brewery at 18225 Dixie Highway; Authorize the Village President to enter into a redevelopment agreement with Homewood Brewing, LLC d/b/a Homewood Brewing Company; and, Pass a resolution in support of a Cook County Class 8 incentive for the property located at 18225 Dixie Highway.

ATTACHMENT(S)

- Ordinance approving a Plat of Consolidation
- Plat of Consolidation
- Ordinance granting special use permit and zoning variation
- Site plan and renderings
- Redevelopment agreement
- Resolution

ORDINANCE NO. M-2219

AN ORDINANCE CONSOLIDATING FIVE NON-CONFORMING PARCELS INTO A SINGLE, CONFORMING PARCEL AT 18225 DIXIE HIGHWAY IN HOMEWOOD, COOK COUNTY, ILLINOIS

WHEREAS, the property owner, the Village of Homewood, has petitioned for consolidation of five parcels located at 18225 Dixie Highway; and

WHEREAS, all of the parcels are vacant and non-conforming;

WHEREAS, if consolidated, the subject property would be a conforming property; and

WHEREAS, the Homewood Planning and Zoning Commission reviewed and considered the request at its regular meeting on February 10, 2022, and recommended approval of this consolidation.

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

SECTION ONE - FINDINGS OF FACT:

- The subject property is located at 18225 Dixie Highway;
- The Village of Homewood is the property owner;
- 18255 Dixie Highway, LLC has a contract to purchase the property;
- The subject property is zoned B-1 Central Business zoning district/DO Downtown Overlay district;

- The Homewood Zoning Code and Municipal Code require a minimum lot area of one acre in the B-1 zoning district;
- The proposed lot would be 45,817 Sq. Ft. (1.052 acres) in area; and
- The proposed lot conforms to the Zoning Code requirements.

SECTION TWO - APPROVAL OF LOT CONSOLIDATION:

The Final Plat of Consolidation as prepared by Joseph A. Schudt & Associates and identified as 18225 Dixie Highway Consolidation is hereby approved and made part of this ordinance.

SECTION THREE - ADDITIONAL MATERIALS TO BECOME PART OF THIS ORDINANCE:

The following documents are hereby made part of this Ordinance:

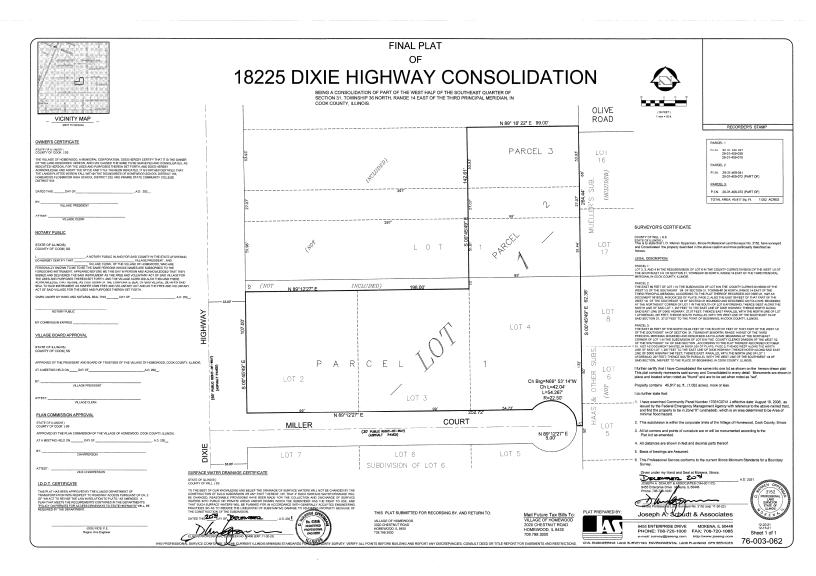
- 1. Homewood Plan Commission minutes of February 10, 2022, as they relate to the subject lot consolidation.
- 2. Homewood Village Board of Trustees minutes of April 12, 2022, as they relate to the subject lot consolidation.

SECTION FOUR- RECORDING:

The Village Attorney shall cause this Ordinance and the Plat of Consolidation to be recorded in the Office of the Cook County Clerk – Recording Division.

PASSED and APPROVED this 12th day of April, 2022.

			Village President	
ATTEST:			O	
Vill	age Clerk	-		
AYES:	NAYS:	ABSENCES:	ABSTENTIONS:	



ORDINANCE NO. M - 2220

AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO ALLOW OPERATION OF A CRAFT BREWERY AND A VARIATION REDUCING THE AMOUNT OF REQUIRED PARKING LOT LANDSCAPING, ALL AT 18225 DIXIE HIGHWAY, HOMEWOOD, COOK COUNTY, ILLINOIS.

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

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

WHEREAS, 65 ILCS 5/11-13-5 authorizes the granting of a zoning variation by passage of an Ordinance; and

WHEREAS, a request has been received for a special use permit for construction of a craft brewery at 18225 Dixie Highway; and

WHEREAS, the subject property is located in the B-1, Central Business District; and

WHEREAS, craft breweries are allowed as a special use in the B-1, Central Business District; and

WHEREAS, Section 12.5 of the Homewood Zoning Ordinance requires both perimeter landscaping and internal landscaping;

WHEREAS, the petitioner has requested a reduction of the interior landscaping in order to maximize the number of parking spaces, and reduction in the landscape treatment in order to provide adequate turnaround area for loading trucks; and

WHEREAS, the Homewood Planning and Zoning Commission reviewed and considered the request at its regular meeting on February 10, 2022, recommended approval of a special use and zoning variation to allow operation of a craft brewery; 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 and variance, subject to the terms and provisions hereof.

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

SECTION ONE - FINDINGS OF FACT:

- The subject property is located at 18225 Dixie Highway;
- Homewood Brewing, LLC proposes to construct and operate a two-story restaurant and craft brewery on the subject property;
- 18255 Dixie Highway, LLC is the contract purchaser of the property;
- Homewood Brewing, LLC and 18255 Dixie Highway, LLC are owned by the same individuals;
- The property is zoned B-1 Central Business zoning district/DO Downtown Overlay district;
- Craft breweries are allowed as a special use in the B-1 Central Business zoning district;
- The subject property has 38 onsite parking spaces plus 10 spaces available after deliveries and during dining hours;
- The proposed development is to be constructed in general conformity with the following plans, unless amended with the village's approval:
 - Exterior Elevations prepared by the Linden Group Architects and Cross Town Design-Build, dated 02/10/2022;
 - o Exterior Materials, dated 2/10/2022; and
 - Landscape Plan prepared by Linden Group Architects and Eriksson Engineering, dated 02/10/2022.

SECTION TWO - LEGAL DESCRIPTION:

The subject property is legally described as follows:

Parcel 1: Lot 2, 3 and 4 in the resubdivision of Lot 6 in the County Clerk's Division of the West½ of the Southeast ¼ of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: The East 99 feet of Lot 1 in the subdivision of Lot 6 in the County Clerk's Division of the West ½ of the Southeast¼ of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian, according to the Plat thereof recorded October 21, 1927 as document 9816722, in Book 253 of Plats, Page 2; also the East 99 feet of that part of the West ½ of the Southeast ¼ of Section 31 bounded and described as follows: Beginning at the Northeast corner of Lot 1 in the South of Lot 6 aforesaid; thence West along the North line of said Lot 1, 297 feet to the East line of Dixie Highway; thence North along said East line of Dixie Highway, 27.07 feet; thence East parallel with the North line of Lot 1 aforesaid, 297 feet; thence South parallel with the West line of the Southeast ¼ of said Section 31, 27.07 feet to the point of beginning, in Cook County, Illinois.

Parcel 3: The East 99 feet of the North 53.93 feet of the South 81 feet of that part of the West ½ of the Southeast ¼ of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian, bounded and described as follows: Beginning at the Northeast corner of Lot 1 in the subdivision of Lot 6 in the County Clerk's Division of the West ½ of the Southeast ¼ of said Section, according to the Plat thereof recorded October 21, 1927, as document 9816722, in Book 253 of Plats, Page 2; thence West along the North line of said Lot 1, 297 feet to the East line of Dixie Highway; thence North along said East line of Dixie Highway, 346 feet; thence East parallel with the North line of Lot 1 aforesaid, 297 feet; thence South parallel with the West line of the Southwest ¼ of said Section, 346 feet to the place of beginning in Cook County, Illinois.

Permanent Index Number: 29-31-409-037-0000;

29-31-409-038-0000; 29-31-409-010-0000; 29-31-409-041-0000 29-31-409-072-0000

Common Address: 18225 Dixie Highway

Homewood, IL 60430

SECTION THREE - ISSUANCE OF SPECIAL USE PERMIT:

A special use permit is hereby granted to Homewood Brewing, LLC to operate a craft brewery at the above-described property.

SECTION FOUR - GRANTING OF VARIATION:

The following variations are granted to the petitioner:

- 1. A variation from Section 12.5A of the Zoning Code to decrease the interior parking lot landscaping coverage area from 5% to 2.5%.
- 2. A variation from Section 12.5B of the Zoning Code to allow a reduction of the perimeter landscape treatment along the southern portion of the east property line by reducing the five-foot landscape buffer to zero feet to allow adequate space for the turnaround of loading trucks.

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

The following documents are hereby made part of this Ordinance:

The Homewood Planning and Zoning Commission minutes of February 10, 2022, as they relate to the subject zoning.

The Homewood Village Board minutes of April 12, 2022, as they relate to the subject zoning.

SECTION SIX - RECORDING:

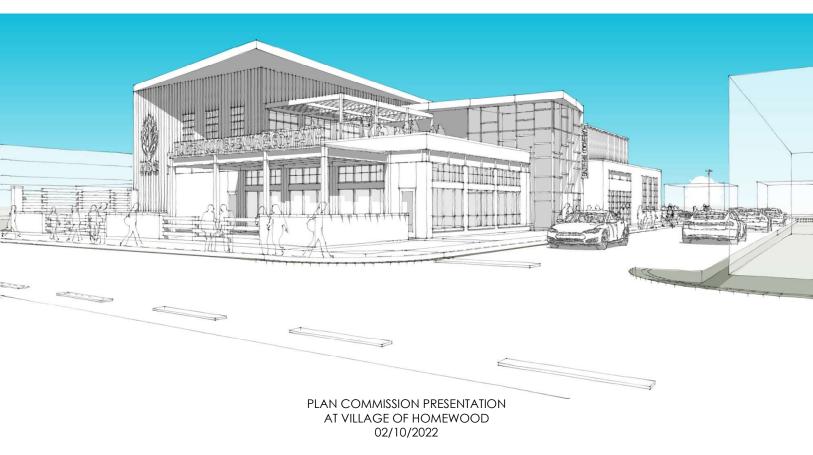
The Village Attorney shall cause this Ordinance without attachments to be recorded in the Office of the Recorder of Deeds in Cook County, Illinois.

Village President

Village Clerk

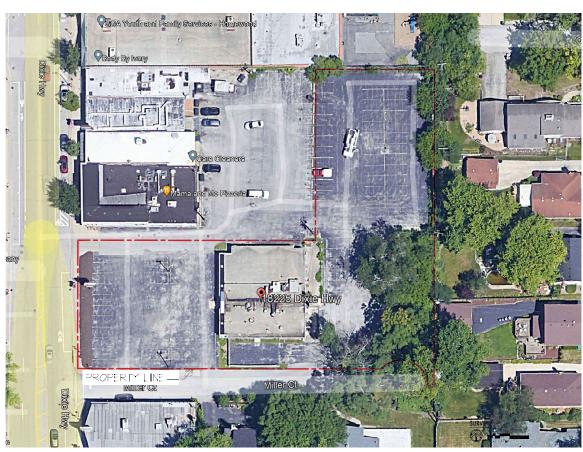
YEAS: ____ NAYS: ____ ABSTENTIONS: ____ ABSENCES: ____

PASSED and APPROVED this 12th day of April, 2022.



HOMEWOOD BREWING COMPANY, 18225 DIXIE HIGHWAY, HOMEWOOD, ILLINOIS

LINDENGROUP CROSTOWN ARCHITECTS DESIGNABUILD



HOMEWOOD BREWING COMPANY, 18225 DIXIE HIGHWAY, HOMEWOOD, ILLINOIS

EXISTING AERIAL VIEW

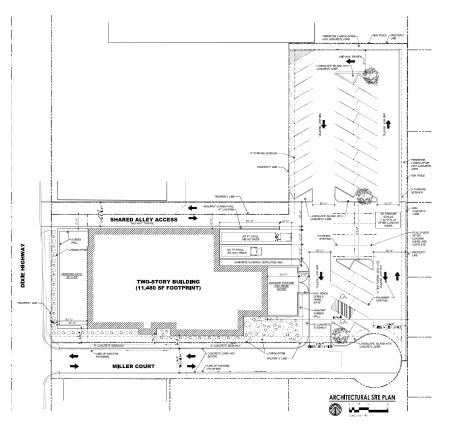
LINDENGROUP CROSTOWN ARCHITECTS DESIGNABUILD

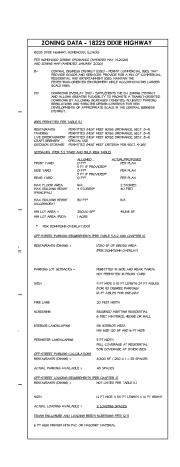


HOMEWOOD BREWING COMPANY, 18225 DIXIE HIGHWAY, HOMEWOOD, ILLINOIS

EXISTING STREET VIEWS

LINDENGROUP CROSTOWN ARCHITECTS DESIGNABUILD

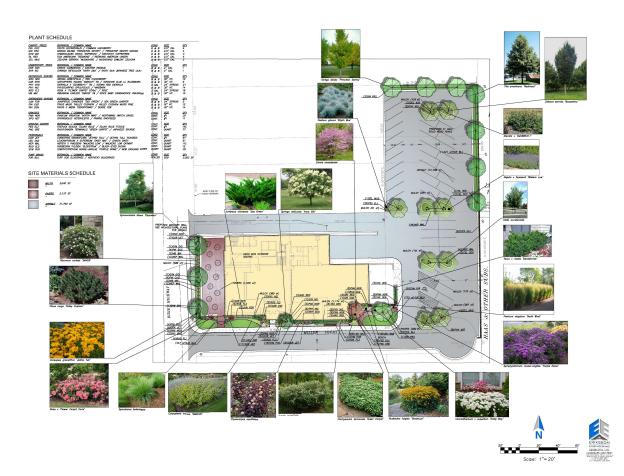




HOMEWOOD BREWING COMPANY, 18225 DIXIE HIGHWAY, HOMEWOOD, ILLINOIS

LINDENGROUP CROSTOWN ARCHITECTS DESIGNABUILD

PRELIMINARY SITE PLAN



HOMEWOOD BREWING COMPANY, 18225 DIXIE HIGHWAY, HOMEWOOD, ILLINOIS

PRELIMINARY LANDSCAPE PLAN

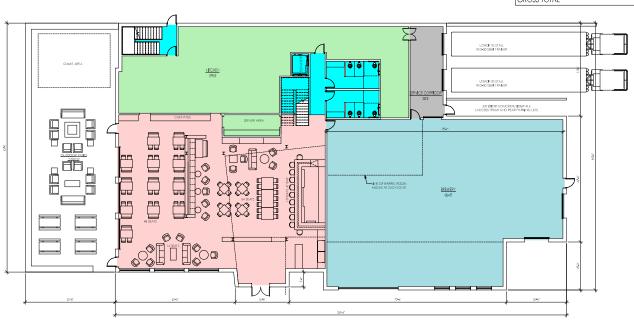
LINDENGROUP CROSTOWN ARCHITECTS DESIGNABUILD

GROSS BUILDING AREA

 FIRST FLOOR
 11.493 SF

 MEZZANINE FLOOR
 3.071 SF

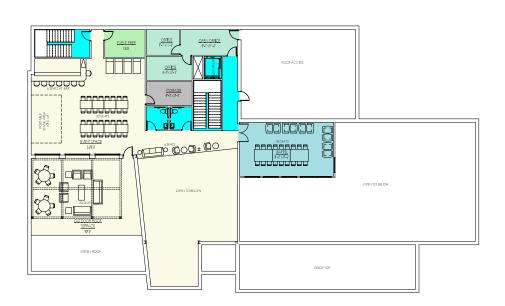
 GROSS TOTAL
 14.564 SF



HOMEWOOD BREWING COMPANY, 18225 DIXIE HIGHWAY, HOMEWOOD, ILLINOIS

FIRST FLOOR PLAN

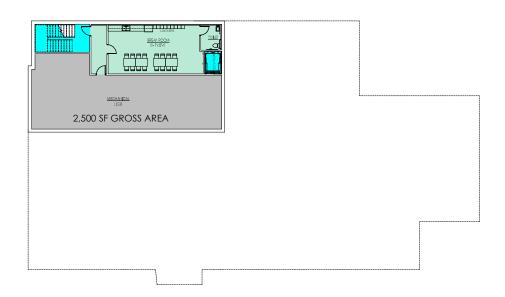
LINDENGROUP CROSTOWN ARCHITECTS DESIGNABULLD



HOMEWOOD BREWING COMPANY, 18225 DIXIE HIGHWAY, HOMEWOOD, ILLINOIS

SECOND FLOOR PLAN

LINDENGROUP CROSTOWN ARCHITECTS DESIGNABUILD



BASEMENT FLOOR PLAN

LINDENGROUP CROSTOWN ARCHITECTS DESIGNABUILD



RENDERED VIEW OF PROPOSED BUILDING

LINDENGROUP CROSTOWN ARCHITECTS DESIGNABUILD

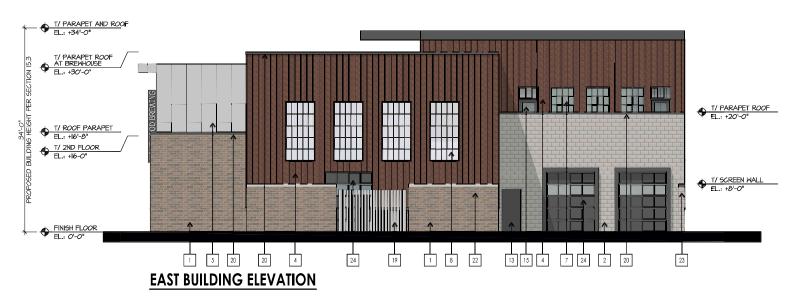


ELEVATION KEYNOTES ALUMINUM AND CLEAR GLASS STOREFRONT WINDOW SYSTEM 1 3-5/8" MASONRY VENEER 7 PAINTED HOLLOW METAL DOOR AND FRAME 19 PVC FENCE/GATE AT TRASH ENCLOSURE INSULATED, LIGHT TRANSMITTING WINDOW PANEL 14 2 BURNISHED FACE CONCRETE MASONRY UNIT STAINED WOOD DOOR AND METAL FRAME PRE-FINISHED METAL COPING 8 20 PAINTED STEEL CHANNEL INSET INTO MASONRY WALL ALUMINUM AND CLEAR GLASS STOREFRONT DOOR 3 CAST STONE SILL 9 21 BUILDING SIGNAGE (DESIGN NOT FINAL) - ALL SIGNAGE UNDER SEPARATE PERMIT 15 4 TYPE I METAL PANEL CLADDING CANOPY STRUCTURE WITH PAINTED STEEL WIDE FLANGE COLUMNS AND BEAMS OVERHEAD GARAGE DOOR WITH VISION WINDOWS MASONRY TRASH ENCLOSURE WITH CAST STONE COPING 10 16 22 5 TYPE 2 METAL PANEL CLADDING PROJECTED PRE-FINISHED METAL CLADDED ROOF ELEMENT WITH WOOD SOFFIT MASONRY VENEER LANDSCAPE WALL WITH CAST STONE CAP AND PLANTINGS MASONRY SCREENING WALL AT LOADING WITH METAL COPING 11 17 23 "WOOD" LOOK LINEAR CLADDING STACKED (AS SHOWN) TIMBER WOOD BEAMS LANDSCAPE WALL OVERHEAD GARAGE DOOR (METAL CLADDED) 24 CLAER GLASS RAILINGS AT 2ND STORY TERRACE 12

HOMEWOOD BREWING COMPANY, 18225 DIXIE HIGHWAY, HOMEWOOD, ILLINOIS

WEST BUILDING ELEVATION

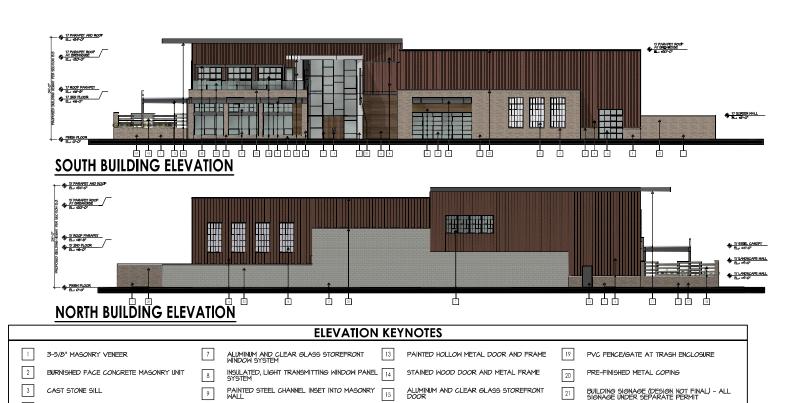
LINDENGROUP CROSTOWN ARCHITECTS DESIGNABULLD



ELEVATION KEYNOTES							
1	3-5/8" MASONRY VENEER	7	ALUMINUM AND CLEAR GLASS STOREFRONT WINDOW SYSTEM	13	PAINTED HOLLOW METAL DOOR AND FRAME	19	PVC FENCE/GATE AT TRASH ENCLOSURE
2	BURNISHED FACE CONCRETE MASONRY UNIT	8	INSULATED, LIGHT TRANSMITTING WINDOW PANEL SYSTEM	- 14	STAINED WOOD DOOR AND METAL FRAME	20	PRE-FINISHED METAL COPING
3	CAST STONE SILL	9	PAINTED STEEL CHANNEL INSET INTO MASONRY WALL	15	ALUMINUM AND CLEAR GLASS STOREFRONT DOOR	21	BUILDING SIGNAGE (DESIGN NOT FINAL) - ALL SIGNAGE UNDER SEPARATE PERMIT
4	TYPE I METAL PANEL CLADDING	10	CANOPY STRUCTURE WITH PAINTED STEEL WIDE FLANGE COLUMNS AND BEAMS	16	OVERHEAD GARAGE DOOR WITH VISION WINDOWS	22	MASONRY TRASH ENCLOSURE WITH CAST STONE COPING
5	TYPE 2 METAL PANEL CLADDING	11	PROJECTED PRE-FINISHED METAL CLADDED ROOF ELEMENT WITH WOOD SOFFIT	17	MASONRY VENEER LANDSCAPE WALL WITH CAS STONE CAP AND PLANTINGS	23	MASONRY SCREENING WALL AT LOADING WITH METAL COPING
6	"MOOD" LOOK LINEAR CLADDING	12	CLAER GLASS RAILINGS AT 2ND STORY TERRACE	18	STACKED (AS SHOWN) TIMBER WOOD BEAMS LANDSCAPE WALL	24	OVERHEAD GARAGE DOOR (METAL CLADDED)

EAST BUILDING ELEVATION

LINDENGROUP CROSTOWN ARCHITECTS DESIGNABUILD



17

18

OVERHEAD GARAGE DOOR WITH VISION WINDOWS

STACKED (AS SHOWN) TIMBER WOOD BEAMS LANDSCAPE WALL

MASONRY VENEER LANDSCAPE WALL WITH CAST STONE CAP AND PLANTINGS $$\mathbb{Z}_3$$

HOMEWOOD BREWING COMPANY, 18225 DIXIE HIGHWAY, HOMEWOOD, ILLINOIS

10

11

12

CANOPY STRUCTURE WITH PAINTED STEEL WIDE FLANGE COLUMNS AND BEAMS

PROJECTED PRE-FINISHED METAL CLADDED ROOF ELEMENT WITH WOOD SOFFIT

CLAER GLASS RAILINGS AT 2ND STORY TERRACE

SOUTH & NORTH BUILDING ELEVATIONS

MASONRY TRASH ENCLOSURE WITH CAST STONE COPING

MASONRY SCREENING WALL AT LOADING WITH METAL COPING

OVERHEAD GARAGE DOOR (METAL CLADDED)

22

24

LINDENGROUP CROSTOWN ARCHITECTS DESIGNABULLD

TYPE I METAL PANEL CLADDING

TYPE 2 METAL PANEL CLADDING

"WOOD" LOOK LINEAR CLADDING

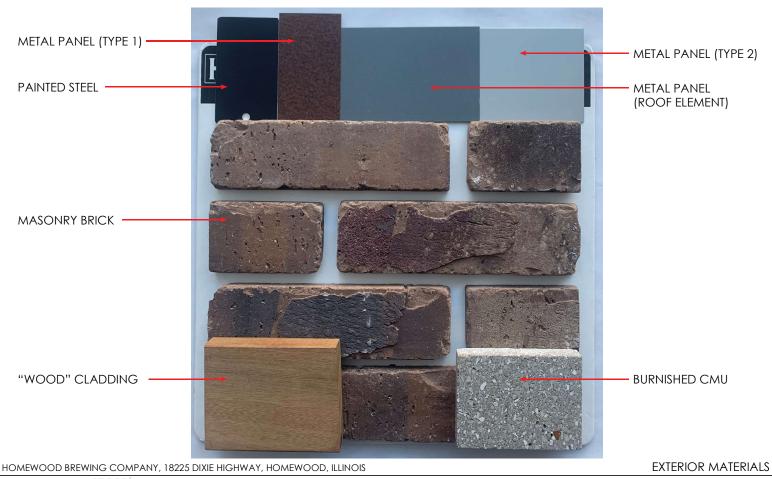
5

6



PRELIMINARY BUILDING ELEVATIONS

LINDENGROUP CROSTOWN ARCHITECTS DESIGNABULLD



LINDENGROUP CROSTOWN ARCHITECTS DESIGNABUILD



RENDERED VIEW AT DIXIE HWY.

LINDENGROUP CROSTOWN ARCHITECTS DESIGNABUILD



RENDERED VIEW AT MILLER CT.

LINDENGROUP CROSTOWN ARCHITECTS DESIGNABUILD



RENDERED VIEW AT DIXIE HWY. / MILLER CT.

LINDENGROUP CROSTOWN ARCHITECTS DESIGNABUILD

REDEVELOPMENT AGREEMENT BETWEEN HOMEWOOD BREWING, LLC, 18255 DIXIE HIGHWAY, LLC AND THE VILLAGE OF HOMEWOOD

This Redevelopment Agreement is executed effective as of April 26, 2022 (the "Effective Date") by the Village of Homewood, Cook County, Illinois, an Illinois municipal corporation (the "Village") and Homewood Brewing, LLC, and 18255 Dixie Highway, LLC, Illinois limited liability companies (collectively referred to as the "Developer"). Capitalized terms used shall have the meaning ascribed in the Redevelopment Agreement unless expressly modified herein, or if the context thereof shall clearly indicate 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.

Among the matters of mutual inducement which have resulted in this Agreement are:

- (a) The Village in 2020 established the Dixie Highway/Miller Court Tax Increment Financing Redevelopment Project Area (Dixie Hwy.-Miller Ct. TIF) to encourage commercial development.
- (b) Developer and Village have entered into a Purchase and Sale Agreement, incorporated herein and attached as Exhibit A, for the purchase of the 1.05-acre village-owned parcel in the Dixie Hwy.-Miller Ct. TIF (the "Property"), described in the Purchase Agreement.
- (c) Developer has proposed constructing a brewery and restaurant on the Property and improving adjacent municipally-owned property, ("the Project").
 - (d) Developer has requested assistance from the Village to acquire 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 such assistance.
- (f) The Project will enhance the downtown area by returning the Property to the tax rolls, creating employment opportunities, and adding another dining option for downtown residents and patrons.

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 commence on the day succeeding the date of execution first written above. This agreement shall expire when the Village has issued a final certificate of occupancy for the Project and all incentives have been paid to the Developer.

4. Conditions Precedent to the Village's Undertakings.

All undertakings by the Village under 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 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 deemed 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 365 days from site acquisition. Upon mutual agreement by the parties, this time 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 and compliance with the Prevailing Wage Act for any public improvements made by the Developer in connection with the Project. 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. Village acknowledges

that it has complied with its requirements under 65 ILCS 5/11-74.4-4 and that no alternate bids were received by the Village.

5. Undertakings by the Village.

Upon satisfaction by Developer of all the conditions hereinabove stated by the dates set forth above, the Village undertakes to aid the Developer through cost reimbursements as follows:

- (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 \$970,000.00 in costs eligible for reimbursement under the Act over a twenty (20) year period, payable solely from incremental tax revenues deposited in the Dixie Hwy.-Miller Ct. TIF special tax allocation fund. Reimbursements to the Developer under this agreement do not constitute general obligations of the Village of Homewood. The costs to be reimbursed to the Developer are listed in Exhibit B.

6. Undertakings on the Part of Developer.

- (a) Developer shall obtain Final Completion of the Project within 365 days, 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. Denial of such Certificate of Completion by the Village shall be made within ninety (90) days from receipt of Developer's request for certification, and it shall include the specific elements of completion required for such certificate to be issued. Developer shall have sixty (60) days or such reasonable time to comply with the terms of the denial and to issue a new request for certification. 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 request of the Village, provide final lien waivers for of all the 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. In addition to, but not in lieu of the foregoing, Developer acknowledges that it must comply with Village codes and ordinances regarding issuing building and occupancy permits.

- (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 deemed 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 such 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 that 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 such 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 such 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 such action. Developer acknowledges that the Village must comply with 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 furnish 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) The following shall only apply to improvements made by the Developer to municipally-owned property: The Developer shall contract separately for improvements to municipally-owned property such as curb, gutter and paving work on Miller Court. Every contract and subcontract shall include the language in Exhibit C. In addition, Developer shall provide the Village with at least three bids for such work. Reimbursement by the Village shall be limited to the amount bid by the lowest responsible bidder.
- (h) At closing on the Purchase and Sale Agreement, the Developer shall execute a Reverter Deed substantially similar to Exhibit D to reconvey the Property to the Village if the Developer is in 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, as heretofore stated, the Project as contemplated would not be economically viable.
- (b) Developer represents and warrants that the Project shall be constructed and completed at a cost no less than the Cost Estimates, subject to Developer's right to obtain cost savings during construction, and Developer shall make no reduction therein without the reasonable approval of the Village.

- (c) Developer represents and warrants that 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.
- (d) Developer represents and warrants that the approximate cost of the Project (excluding interest payments) shall not be less than \$6,000,000.
- (e) Developer represents and warrants that 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, contained 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 such 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 contained herein is not true and correct 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

With Copy to:

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

To the Developer:

Carmela Wallace 18255 Dixie Highway, LLC 6679 Lee Ct. Burr Ridge, IL 60527

With Copy to:

Kristen L. Gorenberg, Esq. Ruben & Goldberg, LLC 3000 Dundee Road, Suite. 305 Northbrook, IL 60062

or at 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) Upon 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 E to this Agreement. 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 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 such 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 demonstrate financial responsibility. Such 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 of this Agreement 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 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 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 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.

In case 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 such 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 understood and 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 such 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 upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force.

19. Village Approval or Direction.

Where Village approval or direction is required by this Agreement, such 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 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 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 deemed 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.

an Illinois municipal corporation	an Illinois limited liability company
Ву:	By:
Village President	Its:
Attest:	Attest:
Village Clerk	By:
	18255 Dixie Highway, LLC, an Illinois limited liability company
	By:
	Attest:
	By:

Exhibit A - Purchase and Sale Agreement

Exhibit B - TIF Reimbursable Costs

Construction of public improvements to Miller Court such as curb, gutter, sidewalks, and paving.

Relocation of electric power lines underground and other utility services to accommodate redevelopment of the Property.

Exhibit C - Prevailing Wage Act Contractual Language

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

Exhibit D - Reverter Deed

REVERTER QUITCLAIM DEED

The Grantor, 18255 Dixie Highway 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, a municipal corporation, Homewood, Cook County, Illinois, all interest in the following real estate in Cook County, Illinois:

Parcel 1: Lot 2, 3 and 4 in the resubdivision of Lot 6 in the County Clerk's Division of the West½ of the Southeast ¼ of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: The East 99 feet of Lot 1 in the subdivision of Lot 6 in the County Clerk's Division of the West ½ of the Southeast¼ of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian, according to the Plat thereof recorded October 21, 1927 as document 9816722, in Book 253 of Plats, Page 2; also the East 99 feet of that part of the West ½ of the Southeast ¼ of Section 31 bounded and described as follows: Beginning at the Northeast corner of Lot 1 in the South of Lot 6 aforesaid; thence West along the North line of said Lot 1, 297 feet to the East line of Dixie Highway; thence North along said East line of Dixie Highway, 27.07 feet; thence East parallel with the North line of Lot 1 aforesaid, 297 feet; thence South parallel with the West line of the Southeast ¼ of said Section 31, 27.07 feet to the point of beginning, in Cook County, Illinois.

Parcel 3: The East 99 feet of the North 53.93 feet of the South 81 feet of that part of the West ½ of the Southeast ¼ of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian, bounded and described as follows: Beginning at the Northeast corner of Lot 1 in the subdivision of Lot 6 in the County Clerk's Division of the West ½ of the Southeast ¼ of said Section, according to the Plat thereof recorded October 21, 1927, as document 9816722, in Book 253 of Plats, Page 2; thence West along the North line of said Lot 1, 297 feet to the East line of Dixie Highway; thence North along said East line of Dixie Highway, 346 feet; thence East parallel with the North line

18

of Lot 1 aforesaid, 297 feet; thence South parallel with the West line of the Southwest ¼ of said Section, 346 feet to the place of beginning in Cook County, Illinois. Permanent Index Number(s): 29-31-409-037-0000, 29-31-409-038-0000, 29-31-409-010-0000, 29-31-409-041-0000, 29-31-409-072-0000

Address of Real Estate: 18225 Dixie Highway, 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.

Dated this	_ day of	, 2022	2.	
affixed, and has	caused its name	to be signed to the	its official corporate seal to be ese presents by	
this day of	, and atte	2022	, its	_/
18255 Dixie Hig		, 2022.		
By:				
Printed Name:		Title:		
Attest:				
Printed Name:		Title:		
STATE OF ILLI	NOIS)			
COUNTY OF C				
HEREBY CERTI	FY that	, perso	County, in the State of Illinois, DO onally known to me to be the, personally	
known to me to land personally ke foregoing instruit acknowledged that they signed this said limited liabi	be the nown to me to be ment, appeared nat as instrument under lity company as ad the free and v	of said one the same person before me this day and and er authority given their free and volutary act of said	d Illinois limited liability company as whose names are subscribed to the in person, and severally of said company by the members and managers of untary act, and as their free and id limited liability company, for the	ne
Given under my	hand and seal,	on	, 2022.	
		NOTARY PU	JBLIC	
		y: Christopher J. Ci ., Suite 205, Homes	Cummings, Village Attorney, Village wood IL 60430.	<u>;</u>
Mail Recorded D	eed to:	Send su	ibsequent tax bills to:	

Exhibit E - Memorandum of Agreement

MEMORANDUM OF AGREEMENT

On _______, 2022, the VILLAGE OF HOMEWOOD, Cook County, Illinois ("VILLAGE"), 18255 Dixie Highway, LLC and Homewood Brewing, LLC, Illinois limited liability companies (collectively referred to as the "DEVELOPER"), entered into a Redevelopment Agreement covering the property described in Exhibit A to this Memorandum.

Permanent index numbers: 29-31-409-037-0000

29-31-409-038-0000

29-31-409-010-0000

29-31-409-041-0000

29-31-409-072-0000

Address of Real Estate: 18225 Dixie Highway, 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	Seller
18255 Dixie Highway, LLC	Village of Homewood
By:	Ву:
Name: Carmela Wallace	Richard A. Hofeld
Title: Manager	Village President
Date:	Date:
Homewood Brewing, LLC	
By:	
Name:	
Title: Manager	
Date:	

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

EXHIBIT A to Memorandum of Agreement

Legal Description of Property

Parcel 1: Lot 2, 3 and 4 in the resubdivision of Lot 6 in the County Clerk's Division of the West½ of the Southeast ¼ of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: The East 99 feet of Lot 1 in the subdivision of Lot 6 in the County Clerk's Division of the West ½ of the Southeast¼ of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian, according to the Plat thereof recorded October 21, 1927 as document 9816722, in Book 253 of Plats, Page 2; also the East 99 feet of that part of the West ½ of the Southeast ¼ of Section 31 bounded and described as follows: Beginning at the Northeast corner of Lot 1 in the South of Lot 6 aforesaid; thence West along the North line of said Lot 1, 297 feet to the East line of Dixie Highway; thence North along said East line of Dixie Highway, 27.07 feet; thence East parallel with the North line of Lot 1 aforesaid, 297 feet; thence South parallel with the West line of the Southeast ¼ of said Section 31, 27.07 feet to the point of beginning, in Cook County, Illinois.

Parcel 3: The East 99 feet of the North 53.93 feet of the South 81 feet of that part of the West ½ of the Southeast ¼ of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian, bounded and described as follows: Beginning at the Northeast corner of Lot 1 in the subdivision of Lot 6 in the County Clerk's Division of the West ½ of the Southeast ¼ of said Section, according to the Plat thereof recorded October 21, 1927, as document 9816722, in Book 253 of Plats, Page 2; thence West along the North line of said Lot 1, 297 feet to the East line of Dixie Highway; thence North along said East line of Dixie Highway, 346 feet; thence East parallel with the North line of Lot 1 aforesaid, 297 feet; thence South parallel with the West line of the Southwest ¼ of said Section, 346 feet to the place of beginning in Cook County, Illinois.

Property Index Numbers:

29-31-409-037-0000

29-31-409-038-0000

29-31-409-010-0000

29-31-409-041-0000

29-31-409-072-0000

Common address: 18225 Dixie Highway, Homewood, Illinois

RESOLUTION NO. R-3111

A RESOLUTION SUPPORTING CLASS 8 STATUS UNDER THE COOK COUNTY REAL PROPERTY ASSESSMENT CLASSIFICATION ORDINANCE FOR REAL ESTATE AT 18225 DIXIE HIGHWAY, HOMEWOOD, COOK COUNTY, ILLINOIS

WHEREAS, the Village of Homewood desires to promote 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 purposes that is 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, 18255 Dixie Highway, LLC is under contract to purchase the property at 18225 Dixie Highway, 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, 18255 Dixie Highway, LLC has applied for a Class 8 real estate tax incentive and has demonstrated to this Board that the incentive is necessary for re-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.
- 2. The Board of Trustees of the Village of Homewood supports and consents to the application by 18255 Dixie Highway, 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 redevelopment 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 resoluti	on passed this 26	th day of April 2022.	
ATTEST:			Village President
Villa	ge Clerk		
AYES:	NAYS:	ABSTENTIONS:	ABSENCES:

EXHIBIT A

Legal Description:

Parcel 1: Lot 2, 3 and 4 in the resubdivision of Lot 6 in the County Clerk's Division of the West½ of the Southeast ¼ of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: The East 99 feet of Lot 1 in the subdivision of Lot 6 in the County Clerk's Division of the West ½ of the Southeast¼ of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian, according to the Plat thereof recorded October 21, 1927 as document 9816722, in Book 253 of Plats, Page 2; also the East 99 feet of that part of the West ½ of the Southeast ¼ of Section 31 bounded and described as follows: Beginning at the Northeast corner of Lot 1 in the South of Lot 6 aforesaid; thence West along the North line of said Lot 1, 297 feet to the East line of Dixie Highway; thence North along said East line of Dixie Highway, 27.07 feet; thence East parallel with the North line of Lot 1 aforesaid, 297 feet; thence South parallel with the West line of the Southeast ¼ of said Section 31, 27.07 feet to the point of beginning, in Cook County, Illinois.

Parcel 3: The East 99 feet of the North 53.93 feet of the South 81 feet of that part of the West ½ of the Southeast ¼ of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian, bounded and described as follows: Beginning at the Northeast corner of Lot 1 in the subdivision of Lot 6 in the County Clerk's Division of the West ½ of the Southeast ¼ of said Section, according to the Plat thereof recorded October 21, 1927, as document 9816722, in Book 253 of Plats, Page 2; thence West along the North line of said Lot 1, 297 feet to the East line of Dixie Highway; thence North along said East line of Dixie Highway, 346 feet; thence East parallel with the North line of Lot 1 aforesaid, 297 feet; thence South parallel with the West line of the Southwest ¼ of said Section, 346 feet to the place of beginning in Cook County, Illinois.

Permanent Index Number: 29-31-409-037-0000;

29-31-409-038-0000; 29-31-409-010-0000; 29-31-409-041-0000; 29-31-409-072-0000

Common Address: 18225 Dixie Highway, Homewood, IL 60430