#### **MEETING AGENDA**



**Board of Trustees Meeting** 

Village of Homewood September 12, 2023

Meeting Start Time: 7:00 PM

Village Hall Board Room 2020 Chestnut Road, Homewood, IL

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

#### Please see last page of agenda for virtual meeting information.

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

<u>Consider</u> a motion to approve the minutes from the regular meeting of the Board of Trustees held on August 22, 2023.

Claims List:

<u>Consider</u> a motion to approve the Claims List of Tuesday, September 12, 2023 in the amount of \$595,503.12.

- 7. Meet Your Merchants
- 8. Hear from the Audience
- 9. <u>Omnibus Vote</u>: Consider a motion to pass, approve, authorize, accept, or award the following item(s):
  - A. Reappointment/Ethics Commission/Ellen Dreyfus: Approve the reappointment of Ellen Dreyfus to the Ethics Commission for a three-year term ending on September 12, 2026.
  - B. R-3153/20 Years of Service/Laura Fritz: Pass a resolution honoring Laura Fritz for her 20 years of service to the Homewood Police Department.
  - C. R-3154/20 Years of Service/Joseph Keblusek: Pass a resolution honoring Joseph Keblusek for his 20 years of service to the Homewood Police Department.
  - D. R-3155/Petition to Unionize/Sergeants of the Homewood Police Department: Pass a resolution acknowledging and accepting a petition to unionize filed by the Sergeants of the Homewood Police Department.
  - E. R-3156/Motor Fuel Tax Funds/Street Patching: Pass a resolution appropriating \$325,000 of Motor Fuel Tax funds for the second phase of street patching for the period of May 1, 2023 – April 30, 2024.

- F. R-3157/Purchase and Sale Agreement/174th Street/Wind Creek IL, LLC: Pass a resolution approving and authorizing the sale of a 29,044 square foot roadway parcel at 174th Street west of Halsted Street to Wind Creek IL, LLC for a casino development; and, authorize the Village President to enter into a real estate purchase and sale agreement to transfer the property to Wind Creek IL, LLC for an amount not to exceed \$43,000.
- G. M-2264/Vacation of Public Right-of-way/174th Street: Pass an ordinance approving the vacation of the public right-of-way commonly known as 174th Street west of Halsted Street in Homewood, IL.
- 10. General Board Discussion
- 11. <u>Executive Session</u>: Consider a motion to enter into executive session to discuss the following: Semi-annual review of closed session minutes under 5 ILCS 120/2(c)21.
- 12. Adjourn

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Zoom Link: https://zoom.us/

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

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

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

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#### VILLAGE OF HOMEWOOD BOARD OF TRUSTEES MEETING TUESDAY, AUGUST 22, 2023 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> Deputy Clerk Nancy Adams called the roll. Those present were Village President Richard Hofeld, Trustee Lisa Purcell, Trustee Julie Willis, Trustee Anne Colton, Trustee Vivian Harris-Jones, and Trustee Jay Heiferman. Trustee Lauren Roman was absent.

President Hofeld introduced staff present: Village Manager Napoleon Haney, Village Attorney Chris Cummings, Assistant Village Manager Tyler Hall, Director of Economic and Community Development Angela Mesaros, Fire Chief Bob Grabowski, and Police Chief Denise McGrath.

<u>MINUTES:</u> The minutes of the meeting of August 8, 2023, were presented. There were no comments or corrections.

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

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

<u>CLAIMS LIST:</u> The Claims List in the amount of \$679,290.12 was presented. There were no questions from the Trustees.

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

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

President Hofeld said two items totaled 69 percent of the Claims List: \$311,149.20 to M & J Asphalt Paving Co. for street work; \$159,527.04 to RA D'Orazio Ford Inc. for two police and three public works vehicles.

<u>HEAR FROM AUDIENCE:</u> Residents were invited to address any subject not on the meeting's agenda. No comments were offered.

<u>APPOINTMENT</u>: A motion was made by Trustee Colton and seconded by Trustee Purcell to approve the appointment of Gerald Fritz to the Ethics Commission to a three-year term through Aug. 22, 2026.

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

Mr. Fritz was not in attendance. He will be sworn in at another time.

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

- A. Reappointment/Tree Committee/Tony Greep: Approve the reappointment of Tony Greep to the Tree Committee for a three-year term ending on August 22, 2026.
- B. Reappointment/Economic Development Committee/Phillip Kosanovich: Approve the reappointment of Phillip Kosanovich to the Economic Development Committee for a two-year term ending on August 22, 2025.
- C. M-2262/Special Use Permit/Solar Energy Collection System/1000 Maple Avenue: Pass an ordinance granting a special use permit to allow a solar energy collection system, ground, one to five acre, and variations to locate within the front setback and to exceed the maximum height, at 1000 Maple Avenue, subject to the conditions listed in the ordinance.
- D. M-2263/Special Use Permit/Crematorium/17803 Bretz Drive: Pass an ordinance granting a special use permit to allow the operation of a crematorium at 17803 Bretz Drive, in the M-1 Limited Manufacturing zoning district, with the condition that the applicant must comply with all local, State, and Federal certifications and licenses.
- E. Agreement/Property Registration Services/Hera Property Registry LLC: Authorize the Village President to enter into an agreement with Hera Property Registry LLC of Melbourne, FL for the tracking and reporting of all vacant and foreclosed properties within the Village of Homewood.

Before the discussion on the Omnibus Report, Trustee Heiferman asked that Item D be voted on separately.

A motion was made by Trustee Colton and seconded by Trustee Willis to approve Items A-B-C-E on the Omnibus Report. Trustee Heiferman said he was excited to see the solar panels for INX.

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

Director Mesaros was asked to speak on the particulars of Item D, a request for a special use permit for a crematory at 17803 Bretz Drive, a vacant unit in a business condominium grouping. Since 2008, the village has allowed for a crematory as a special use in the M-1 district. The Planning & Zoning Commission did hear a request for a special use permit at its Aug. 10 meeting. The final vote was 4-2, which was a majority to allow the business Manna Crematory to open. However, she noted there were concerns among the commission members and the residents who addressed the commission. The business condominium owners also told the commission that the petitioner, Mr. Jeffrey Sachs, did not have his lease approved.

Mr. Sachs addressed the board outlining his 31 years of working with funeral homes. He said the crematory he proposes to build will not be open to the public, but rather will serve funeral homes. He said he's had experience with cremation from his jobs with funeral homes, most recently at Burns Funeral Home in Crown Point, Indiana. He had planned to build his crematory in South Holland, but that option didn't come to fruition.

Several representatives of Cremation Society of Illinois, in business in Homewood since 2012, spoke against giving Mr. Sachs a rezoning arguing he doesn't have any direct experience at operating a

crematory. Safety is a primary concern, and the representatives believe Mr. Sachs lacks certification and experience needed to open this business.

Mr. Sachs said he was waiting to be certified until the crematory location is finalized. He said the company that would build the crematory recommended this.

Rae Rosado, owner of Rabid Brewing, said her business would be two doors down from the proposed location. When she was looking for a location, she moved as far away as possible from the existing Cremation Society of Illinois which is at the opposite side of the industrial park from her business, and despite that there are times an unpleasant aroma from that facility is present. Putting a second crematory two doors down from a brewery would likely have a direct impact on her business and her customers.

Trustee Colton asked that the special use permit be tabled until more is learned about the business, and the trustees have a chance to review the Planning & Zoning Commission's minutes. Trustee Heiferman agreed. He watched the video of the commission's meeting and felt there still were questions to be answered.

President Hofeld reminded the board that anyone operating a crematory must comply with all state and federal protocols and certifications. He questioned the compatibility of putting a second crematory in that business strip that features a brewery, a plumbing business, batting cages and a bat company. On advice of Village Attorney Cummings, the president suggested the item by deferred for consideration at a future date.

A motion was made by Trustee Heiferman and seconded by Trustee Purcell to defer consideration of Item D until a future date.

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

<u>GENERAL BOARD DISCUSSION</u>: Trustee Willis reminded residents to keep hydrated and out of the sun, (especially as the temperature is expected to reach 100-degrees).

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

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

The meeting adjourned at 7:23 p.m.

Respectfully submitted,

Marilyn Thomas

Village Clerk

#### Public Comments - Board of Trustees Meeting - August 22, 2023

From: Wilma Hardney

Sent: Tuesday, August 22, 2023 12:56 PM

To: PublicComments < comments@homewoodil.gov >

**Subject:** Fw: Permits- Hardney

1. Why are we being denied the use of our permit which has an expiration of 12 months?

2. Where is the Ordinance that states all repairs need to be listed regardless if they are being completed in the required timeframe of one (1) year?

Name	Description	DEPARTMENT	Net Invoice Amount
ALTORFER INDUSTRIES INC	GENERATOR RENTAL - TOUCH A TRUCK	MANAGER'S OFFICE	727.07
Total ALTORFER INDUSTRIE	ES INC:		727.07
AMAZON CAPITAL SERVICES IN	KEYBOARDS AND HARD DRIVE	MANAGER'S OFFICE	142.47
	VELCRO FOR SMOKE DETECTORS	FIRE DEPARTMENT	89.90
AMAZON CAPITAL SERVICES IN	BUILDING MAINT SUPPLIES	PUBLIC WORKS	149.99
Total AMAZON CAPITAL SER	RVICES INC:		382.36
AMERICAN LAWN LLC	TRAINING CENTER LAWN CUTS	FIRE DEPARTMENT	250.00
MERICAN LAWN LLC	DEBRIS REMOVAL	FIRE DEPARTMENT	100.00
MERICAN LAWN LLC	COMMERCIAL CUTS	FIRE DEPARTMENT	381.50
MERICAN LAWN LLC	SHOPPING CARTS	FIRE DEPARTMENT	100.00
MERICAN LAWN LLC	SHOPPING CARTS	FIRE DEPARTMENT	175.00
MERICAN LAWN LLC	RESIDENTIAL CUTS	FIRE DEPARTMENT	52.60
MERICAN LAWN LLC	COMMERCIAL CUTS	FIRE DEPARTMENT	405.60
MERICAN LAWN LLC	DEBRIS REMOVAL	FIRE DEPARTMENT	258.32
MERICAN LAWN LLC	SHOPPING CARTS	FIRE DEPARTMENT	125.00
MERICAN LAWN LLC	COMMERCIAL CUTS	FIRE DEPARTMENT	109.00
AMERICAN LAWN LLC	GRASS CUTTING	FIRE DEPARTMENT	498.40
Total AMERICAN LAWN LLC:			2,455.42
AMERICAN PRINTING TECHNO	WEBSITE MAINTENANCE	MANAGER'S OFFICE	86.00
Total AMERICAN PRINTING	TECHNOLOGIES INC:		86.00
ANGELA FETT	FALL FEST ENTERTAINMENT	MANAGER'S OFFICE	2,500.00
Total ANGELA FETT:			2,500.00
ANTHONY ANDREWS	50% SECURITY DEPOSIT REFUND	ASSETS	437.50
Total ANTHONY ANDREWS:			437.50
APPLEBROOK REALTY	CREDIT BALANCE REFUND	PUBLIC WORKS	141.31
Total APPLEBROOK REALTY	<b>,</b>		141.31
ARAMARK UNIFORM SERVICE	AUGUST 2023	PUBLIC WORKS	91.70
ARAMARK UNIFORM SERVICE	AUGUST 2023	PUBLIC WORKS	91.70
ARAMARK UNIFORM SERVICE	AUGUST 2023	PUBLIC WORKS	133.00
ARAMARK UNIFORM SERVICE	AUGUST 2023	PUBLIC WORKS	601.91
ARAMARK UNIFORM SERVICE	AUGUST 2023	PUBLIC WORKS	417.40
ARAMARK UNIFORM SERVICE	AUGUST 2023	PUBLIC WORKS	142.95
ARAMARK UNIFORM SERVICE	AUGUST 2023	PUBLIC WORKS	2,228.10
ARAMARK UNIFORM SERVICE	AUGUST 2023	PUBLIC WORKS	388.75
Total ARAMARK UNIFORM S	ERVICE:		4,095.51
AURELIO'S PIZZA INC	CROSSING GUARD ANNUAL MEETING	POLICE DEPARTMENT	126.50
AURELIO'S PIZZA INC	FOOD ALLOWANCE	PUBLIC WORKS	73.82
Total AURELIO'S PIZZA INC:			200.32

Name	Description	DEPARTMENT	Net Invoice Amount
AUTO PALACE INC	ACCIDENT REPAIR POLICE	PUBLIC WORKS	8,465.08
Total AUTO PALACE INC:			9,775.08
AVALON PETROLEUM COMPAN AVALON PETROLEUM COMPAN	FUEL INVENTORY DIESEL FUEL INVENTORY GASOLINE	ASSETS ASSETS	3,271.24 12,719.00
Total AVALON PETROLEUM	COMPANY:		15,990.24
BARBARA OTTO	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	523.60
Total BARBARA OTTO:			523.60
BATTERIES PLUS BATTERIES PLUS BATTERIES PLUS BATTERIES PLUS Total BATTERIES PLUS:	VEHICLE MAINT DEPT SUPPLIES BUILDING MAINT SUPPLIES BATTERIES BATTERIES FOR BREATHING APPARATUS	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS FIRE DEPARTMENT	82.30 52.55 33.85 199.44 368.14
BETTY DEENIK	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	37.99
Total BETTY DEENIK:			37.99
BK EQUIPMENT CO	VEHICLE MAINT SUPPLIES	PUBLIC WORKS	257.00
Total BK EQUIPMENT CO:			257.00
BLACK DIRT INC	BLACK DIRT	PUBLIC WORKS	125.00
Total BLACK DIRT INC:			125.00
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	FIRE DEPARTMENT	255.90
Total BOUND TREE MEDICA	L LLC:		255.90
CENTER FOR INTERNET SECU	SUBSCRIPTION	MANAGER'S OFFICE	1,261.32
Total CENTER FOR INTERNE	ET SECURITY INC:		1,261.32
CHEVROLET OF HOMEWOOD	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	74.52
Total CHEVROLET OF HOME	EWOOD:		74.52
CHRIS HOEKSTRA	WATER DEPOSIT REFUND	ASSETS	77.84
Total CHRIS HOEKSTRA:			77.84
CHRISTOPHER J CUMMINGS P CHRISTOPHER J CUMMINGS P CHRISTOPHER J CUMMINGS P CHRISTOPHER J CUMMINGS P	PROSECUTIONS GENERAL LEGAL NORTHEAST TIF GENERAL LEGAL SOUTHWEST TIF GENERAL LEGAL	MANAGER'S OFFICE MANAGER'S OFFICE PUBLIC WORKS PUBLIC WORKS	1,760.00 11,278.46 1,179.72 772.92
Total CHRISTOPHER J CUMI	MINGS PC:		14,991.10
CIVICPLUS LLC CIVICPLUS LLC	MUNICIPAL CODEBOOK HOSTING MUNICODE MEETINGS RENEWAL	MANAGER'S OFFICE MANAGER'S OFFICE	1,195.00 5,800.00

Name	Description	DEPARTMENT	Net Invoice Amount
CIVICPLUS LLC	MUNICIPAL CODEBOOK CODIFICATION	MANAGER'S OFFICE	6,967.18
Total CIVICPLUS LLC:			13,962.18
CLINTON JOHNSON	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	723.26
Total CLINTON JOHNSON:	:		723.26
COMCAST BUSINESS CORP	PRI TELEPHONE SERVICE	MANAGER'S OFFICE	854.66
Total COMCAST BUSINES	S CORP:		854.66
COMED	UTILITIES	PUBLIC WORKS	1,008.98 4,980.89 25.74 678.16 814.17 401.01 97.04 44.13 57.31 34.11
COMED COMED COMED COMED Total COMED:	UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	2,233.28 1,270.32 894.91 186.78
CONWAY SHIELD	OPERATING SUPPLIES - FD	FIRE DEPARTMENT	64.62
Total CONWAY SHIELD:			64.62
CURRIE MOTORS CURRIE MOTORS CURRIE MOTORS CURRIE MOTORS Total CURRIE MOTORS:	VEHICLE MAINT - F-550 VEHICLE MAINT - F-550 VEHICLE PARTS - F-450 VEHICLE PARTS - F-450	FIRE DEPARTMENT FIRE DEPARTMENT FIRE DEPARTMENT FIRE DEPARTMENT	339.90 316.14 417.69 476.71 1,550.44
CURRIE MOTORS (PARTS) CURRIE MOTORS (PARTS)	POLICE DEPT REPAIR PARTS POLICE DEPT REPAIR PARTS	PUBLIC WORKS PUBLIC WORKS	331.00 16.75
Total CURRIE MOTORS (P	PARTS):		347.75
D CONSTRUCTION INC	ASPHALT	PUBLIC WORKS	202.12
Total D CONSTRUCTION I	NC:		202.12
DAILY SOUTHTOWN	NEWSPAPER SUBSCRIPTION	MANAGER'S OFFICE	52.00
Total DAILY SOUTHTOWN	:		52.00
DANA ROBINSON	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	133.60
Total DANA ROBINSON:			133.60

Report dates: 9/12/2023

Name	Description	DEPARTMENT	Net Invoice Amount
DMC SECURITY SERVICES INC DMC SECURITY SERVICES INC	ALARM MONITORING SERVICES	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	66.00 66.00 66.00 66.00 66.00
Total DMC SECURITY SER\	/ICES INC:		396.00
DYNEGY ENERGY SERVIC DYNEGY ENERGY SERVIC	ENERGY ENERGY	PUBLIC WORKS PUBLIC WORKS	4,169.18 6,966.86
Total DYNEGY ENERGY SE	RVIC:		11,136.04
EBELS ACE HARDWARE	FASTENERS	PUBLIC WORKS	13.77
Total EBELS ACE HARDWA	RE:		13.77
ECO CLEAN MAINTENANCE	JANITORIAL SERVICE	PUBLIC WORKS	4,073.35
Total ECO CLEAN MAINTEN	NANCE:		4,073.35
ENVIRONMENTAL CONSULTING	ASBESTOS REMOVAL	FIRE DEPARTMENT	450.00
Total ENVIRONMENTAL CO	NSULTING GROUP INC:		450.00
ETHAN A STRATMAN	CPR CLASSES	FIRE DEPARTMENT	1,155.00
Total ETHAN A STRATMAN:			1,155.00
EVA C VAN TIL EVA C VAN TIL EVA C VAN TIL	FARMERS MARKET ENTERTAINMENT FARMERS MARKET ENTERTAINMENT FARMERS MARKET ENTERTAINMENT	MANAGER'S OFFICE MANAGER'S OFFICE MANAGER'S OFFICE	150.00 200.00 200.00
Total EVA C VAN TIL:			550.00
EXPERT CHEMICAL EXPERT CHEMICAL EXPERT CHEMICAL EXPERT CHEMICAL EXPERT CHEMICAL	OPERATING SUPPLIES - FD DISPOSABLE COMMODITIES DISPOSABLE COMMODITIES DISPOSABLE COMMODITIES DISPOSABLE COMMODITIES	FIRE DEPARTMENT PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	452.64 1,269.01 714.05 109.26 99.26
Total EXPERT CHEMICAL:			2,644.22
FAIRMEADOWS HOME HEALTH	MEDICAL SUPPLIES	FIRE DEPARTMENT	111.00
Total FAIRMEADOWS HOM	E HEALTH CENTER:		111.00
FAIRVIEW REALTY GROUP	APPLICANT BACKGROUND CHECK	MANAGER'S OFFICE	25.00
Total FAIRVIEW REALTY GR	ROUP:		25.00
FIRST AID CORP FIRST AID CORP	VEHICLE MAINT SUPPLIES VEHICLE MAINT SUPPLIES	PUBLIC WORKS PUBLIC WORKS	180.96 249.02
Total FIRST AID CORP:			429.98

Name	Description	DEPARTMENT	Net Invoice Amount
FIRST MIDWEST BANK/MGRS	RECRUITMENT STREET SUPERVISOR	MANAGER'S OFFICE	47.36
Total FIRST MIDWEST BANK	K/MGRS:		47.36
FLEET SAFETY SUPPLY	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	174.69
Total FLEET SAFETY SUPP	LY:		174.69
FORD OF HOMEWOOD FORD OF HOMEWOOD FORD OF HOMEWOOD FORD OF HOMEWOOD FORD OF HOMEWOOD FORD OF HOMEWOOD	L&M DEPT REPAIR PARTS L&M DEPT REPAIR PARTS POLICE DEPT REPAIR PARTS ADMIN REPAIR PARTS VEHICLE MAINT POLICE DEPT REPAIR PARTS	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS FIRE DEPARTMENT PUBLIC WORKS	139.27 88.53 23.34 168.72 67.96 81.60
Total FORD OF HOMEWOO	D:		569.42
FOSTER COACH SALES INC FOSTER COACH SALES INC	ROTARY LATCH VEHICLE PARTS	FIRE DEPARTMENT FIRE DEPARTMENT	48.02 591.14
Total FOSTER COACH SALE	ES INC:		639.16
GFC LEASING GFC LEASING	COPIER/PRINTER LEASE COPIER METERS	MANAGER'S OFFICE MANAGER'S OFFICE	944.23 88.00
Total GFC LEASING:			1,032.23
GRAINGER INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	71.00
Total GRAINGER INC:			71.00
GREGORY KNOLL	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	1,065.02
Total GREGORY KNOLL:			1,065.02
HELSEL JEPPERSON ELECTRI HELSEL JEPPERSON ELECTRI HELSEL JEPPERSON ELECTRI HELSEL JEPPERSON ELECTRI Total HELSEL JEPPERSON	ELECTRICAL SUPPLIES ELECTRICAL SUPPLIES ELECTRICAL SUPPLIES ELECTRICAL SUPPLIES	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	380.00 41.99 140.71 681.13 
HOMER TREE CARE INC	TREE REMOVALS	PUBLIC WORKS	24,808.00
Total HOMER TREE CARE I			24,808.00
HOMEWOOD DISPOSAL HOMEWOOD DISPOSAL HOMEWOOD DISPOSAL HOMEWOOD DISPOSAL HOMEWOOD DISPOSAL HOMEWOOD DISPOSAL Total HOMEWOOD DISPOSAL	DUMP CHARGES DUMP CHARGES GARBAGE SERVICE 2066 RIDGE RD DUMP CHARGES DUMP CHARGES STREET SWEEPING  AL: PLAN REVIEWS FOR JULY 2023	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	1,872.72 246.00 329.09 498.19 50.00 650.25 3,646.25
			5,170.20

Name	Description	DEPARTMENT	Net Invoice Amount
Total HR GREEN INC:			5,149.25
L ASSN COP	SAFE-T ACT TRAILER 3 TRAINING	POLICE DEPARTMENT	20.00
Total IL ASSN COP:			20.00
L MUNICIPAL CLERKS	MEMBERSHIP FEES	MANAGER'S OFFICE	30.00
Total IL MUNICIPAL CLERKS	:		30.00
ILCMA	RECRUITMENT	MANAGER'S OFFICE	50.00
Total ILCMA:			50.00
LLINOIS CENTRAL SWEEPING	STREET SWEEPING	PUBLIC WORKS	800.00
Total ILLINOIS CENTRAL SW	/EEPING:		800.00
NTERSTATE BILLING SERV INC	VEHICLE MAINT TOOLS	PUBLIC WORKS	1,195.00
Total INTERSTATE BILLING S	SERV INC:		1,195.00
PBC	SEPTEMBER INSURANCE PREMIUM	MANAGER'S OFFICE PUBLIC WORKS FIRE DEPARTMENT FIRE DEPARTMENT FIRE DEPARTMENT POLICE DEPARTMENT MANAGER'S OFFICE PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	1,604.68 2,936.94 5.32 869.81 1,978.58 1,107.91 1,149.13 4,797.28 2,769.91 4,640.50 2,254.66 1,243.77 3,971.81 6,929.65 7,354.11 29,795.51 6,065.48 225.22 51,534.58 15,596.47 5,460.49 7,843.35 67,143.21 1,870.60 9,020.54 4,284.54 3,871.33 6,468.49
RMA RMA	JULY DEDUCTIBLE JULY DEDUCTIBLE	MANAGER'S OFFICE POLICE DEPARTMENT	4,757.09 889.72

Name	Description -	DEPARTMENT	Net Invoice Amount
Total IRMA:			5,646.81
JC LICHT LLC	STAIN-VH DOORS	PUBLIC WORKS	83.55
Total JC LICHT LLC:			83.55
JEL AUDIO	FALL FEST SOUND AND LIGHTING	MANAGER'S OFFICE	3,050.00
Total JEL AUDIO:			3,050.00
JOHN S MATULA JOHN S MATULA	FARMERS MARKET ENTERTAINMENT FARMERS MARKET ENTERTAINMENT	MANAGER'S OFFICE MANAGER'S OFFICE	150.00 150.00
Total JOHN S MATULA:			300.00
JOHN W SATHER	FARMERS MARKET ENTERTAINMENT	MANAGER'S OFFICE	150.00
Total JOHN W SATHER:			150.00
JONES PARTS & SERVICE INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	221.35
Total JONES PARTS & SERV	ICE INC:		221.35
JUSTIN MICHAEL PRZYBYCIEN	FARMERS MARKET ENTERTAINMENT	MANAGER'S OFFICE	100.00
Total JUSTIN MICHAEL PRZ	YBYCIEN:		100.00
KEVIN W SHAUGHNESSY	POLICE APPLICANT POLYGRAPH	MANAGER'S OFFICE	240.00
Total KEVIN W SHAUGHNES	SSY:		240.00
AURIE KLUPCHAK	BEAUTIFICATION AWARDS LEMONADE	PUBLIC WORKS	13.15
Total LAURIE KLUPCHAK:			13.15
AW OFFICES OF DENNIS G GI	ADMINISTRATIVE ADJUDICATION	MANAGER'S OFFICE	555.00
Total LAW OFFICES OF DEN	INIS G GIANOPOLUS PC:		555.00
LexisNexis RISK DATA MANAGE	BACKGROUND CHECKS	POLICE DEPARTMENT	200.00
Total LexisNexis RISK DATA	MANAGEMENT:		200.00
LOUISE WOLF	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	448.00
Total LOUISE WOLF:			448.00
MACQUEEN EQUIPMENT LLC MACQUEEN EQUIPMENT LLC	VEHICLE PARTS VEHICLE PARTS	FIRE DEPARTMENT FIRE DEPARTMENT	207.17 195.73
Total MACQUEEN EQUIPME	NT LLC:		402.90
MAREN RONAN	LOBBYING SERVICES	MANAGER'S OFFICE	3,000.00
Total MAREN RONAN:			3,000.00

Report dates: 9/12/2023

Name	Description	DEPARTMENT	Net Invoice Amount
MARIAN KIEPURA	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	298.36
Total MARIAN KIEPURA:			298.36
MENARDS INC	VEHICLE MAINT SUPPLIES	PUBLIC WORKS	10.38
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	159.91
MENARDS INC	OPERATING SUPPLIES	PUBLIC WORKS	79.95
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	153.97
MENARDS INC	OPERATING SUPPLIES	PUBLIC WORKS	27.50
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	7.79
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	7.99
MENARDS INC	OPERATING SUPPLIES	FIRE DEPARTMENT	12.54
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	57.42
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	88.99
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	23.92
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	13.95
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	402.69
MENARDS INC	TRUCK SUPPLIES	PUBLIC WORKS	10.77
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	243.51
MENARDS INC	OPERATING SUPPLIES	PUBLIC WORKS	284.98
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	123.97
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	89.94
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	140.94
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	9.94
MENARDS INC	VEHICLE MAINT DEPT SUPPLIES	PUBLIC WORKS	76.94
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	326.32
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	197.96
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	339.98
Total MENARDS INC:			2,892.25
MICHAEL HOGER	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	496.51
Total MICHAEL HOGER:			496.51
MONARCH AUTO SUPPLY	VEHICLE MAINT OPERATING SUPPLIES	PUBLIC WORKS	26.94
MONARCH AUTO SUPPLY	WATER DEPT REPAIR PARTS	PUBLIC WORKS	278.75
MONARCH AUTO SUPPLY	L&M REPAIR PARTS	PUBLIC WORKS	66.71
MONARCH AUTO SUPPLY	STREET DEPT REPAIR PARTS	PUBLIC WORKS	55.50
MONARCH AUTO SUPPLY	VEHICLE MAINT OPERATING SUPPLIES	PUBLIC WORKS	1,160.28
MONARCH AUTO SUPPLY	STREET DEPT REPAIR PARTS	PUBLIC WORKS	28.53
MONARCH AUTO SUPPLY	VEHICLE MAINT OPERATING SUPPLIES	PUBLIC WORKS	131.91
MONARCH AUTO SUPPLY	VEHICLE MAINT DEPT TOOLS	PUBLIC WORKS	44.49
MONARCH AUTO SUPPLY	VEHICLE PARTS - TAHOE	FIRE DEPARTMENT	41.98
MONARCH AUTO SUPPLY	L&M REPAIR PARTS	PUBLIC WORKS	48.26
MONARCH AUTO SUPPLY	ADMIN REPAIR PARTS	PUBLIC WORKS	21.32
MONARCH AUTO SUPPLY	STREET DEPT REPAIR PARTS	PUBLIC WORKS	240.99
MONARCH AUTO SUPPLY	ADMIN REPAIR PARTS	PUBLIC WORKS	16.16
MONARCH AUTO SUPPLY	STREET DEPT REPAIR PARTS	PUBLIC WORKS	152.10
MONARCH AUTO SUPPLY	VEHICLE MAINT OPERATING SUPPLIES	PUBLIC WORKS	128.94
MONARCH AUTO SUPPLY	VEHICLE MAINT OPERATING SUPPLIES	PUBLIC WORKS	7.84
MONARCH AUTO SUPPLY	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	16.16
MONARCH AUTO SUPPLY	PARTS RETURN PW	PUBLIC WORKS	144.88
	STREET DEPT REPAIR PARTS	PUBLIC WORKS	38.32
MONARCH AUTO SUPPLY MONARCH AUTO SUPPLY	VEHICLE MAINT OPERATING SUPPLIES	PUBLIC WORKS	27.78

Name	Description	DEPARTMENT	Net Invoice Amount
Total MONARCH AUTO SUP	PPLY:		2,388.08
MOTOROLA SOLUTIONS INC	RADIO BATTERIES	POLICE DEPARTMENT	1,644.15
Total MOTOROLA SOLUTIO	NS INC:		1,644.15
NICOR NICOR NICOR NICOR	UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	164.42 1,534.00 221.23 202.22
Total NICOR:			2,121.87
NORTH EAST MULTI-REGIONAL	TRAINING	POLICE DEPARTMENT	300.00
Total NORTH EAST MULTI-F	REGIONAL TRAINING:		300.00
O'HERRON CO O'HERRON CO O'HERRON CO O'HERRON CO	QUARTERMASTER-UNIFORMS-PD QUARTERMASTER-UNIFORMS-PD QUARTERMASTER-UNIFORMS-PD QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT POLICE DEPARTMENT POLICE DEPARTMENT POLICE DEPARTMENT	236.21 326.38 545.68 395.19
Total O'HERRON CO:			1,503.46
PARK AVENUE RECOVERY	ME TRANSPORT	POLICE DEPARTMENT	350.00
Total PARK AVENUE RECOV	VERY:		350.00
PROSHRED SECURITY	SHREDDING	POLICE DEPARTMENT	74.36
Total PROSHRED SECURIT	Y:		74.36
RA D'ORAZIO FORD INC RA D'ORAZIO FORD INC RA D'ORAZIO FORD INC RA D'ORAZIO FORD INC	VEHICLE REPLACEMENT POLICE DEPT VEHICLE REPLACEMENT POLICE DEPT VEHICLE REPLACEMENT POLICE DEPT VEHICLE REPLACEMENT POLICE DEPT	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	118.75 81.25 42,033.26 42,033.26
Total RA D'ORAZIO FORD IN	NC:		84,266.52
ROBERTS DOUGLAS	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	991.34
Total ROBERTS DOUGLAS:			991.34
ROEDA INC	VEHICLE PURCHASE EQUIPMENT	PUBLIC WORKS	1,395.00
Total ROEDA INC:			1,395.00
SAFETY KLEEN	CONTRACTUAL SERVICE	PUBLIC WORKS	333.50
Total SAFETY KLEEN:			333.50
SECOND CHANCE CARDIAC S	MEDICAL SUPPLIES	FIRE DEPARTMENT	413.10
Total SECOND CHANCE CA	RDIAC SOLUTIONS, INC:		413.10
SECRETARY OF STATE	CONFIDENTIAL PLATE RENEWAL	PUBLIC WORKS	151.00

9

Name Description	DEPARTMENT	Net Invoice Amount
Total SECRETARY OF STATE:		151.00
SERVICE SANITATION INC FARMERS MARKET PORTABLE SANITATION	MANAGER'S OFFICE	246.15
Total SERVICE SANITATION INC:		246.15
SHARK SHREDDING INC MONTHLY SHREDDING	FIRE DEPARTMENT	66.00
Total SHARK SHREDDING INC:		66.00
SHARON SEDGWICK BEAUTIFICATION AWARDS RECEPTION	PUBLIC WORKS	14.99
Total SHARON SEDGWICK:		14.99
SHERWIN WILLIAMS PAINT SHERWIN WILLIAMS PAINT	PUBLIC WORKS PUBLIC WORKS	24.93 40.78
Total SHERWIN WILLIAMS:		65.71
SHOREWOOD HOME AND AUT L&M DEPT REPAIR PARTS	PUBLIC WORKS	131.99
Total SHOREWOOD HOME AND AUTO INC:		131.99
SKYE ENTERTAINMENT GROUP FALL FEST ENTERTAINMENT	MANAGER'S OFFICE	3,000.00
Total SKYE ENTERTAINMENT GROUP LTD:		3,000.00
STANARD & ASSOCIATES INC POLICE APPLICANT PSYCHOLOGICAL EXAM	MANAGER'S OFFICE	900.00
Total STANARD & ASSOCIATES INC:		900.00
STATEMENTS IN STONE SIGN REPAIR	PUBLIC WORKS	2,400.00
Total STATEMENTS IN STONE:		2,400.00
STEVE PIPER AND SONS INC MULCH AND BRUSH GRINDING	PUBLIC WORKS	3,850.00
Total STEVE PIPER AND SONS INC:		3,850.00
STORMWIND LLC TRAINING FOR IT	MANAGER'S OFFICE	890.00
Total STORMWIND LLC:		890.00
STRYKER SALES CORPORATIO MAINT AGREEMENTS	FIRE DEPARTMENT	1,416.80
Total STRYKER SALES CORPORATION:		1,416.80
TALLGRASS RESTORATION LL WETLAND RESTORATION PROJECT	PUBLIC WORKS	3,500.00
Total TALLGRASS RESTORATION LLC:		3,500.00
TERMINIX PROCESSING CNTR PEST CONTROL SERVICE TERMINIX PROCESSING CNTR PEST CONTROL SERVICE	PUBLIC WORKS PUBLIC WORKS	117.00 118.00
Total TERMINIX PROCESSING CNTR:		235.00

Report dates: 9/12/2023

Name	Description	DEPARTMENT	Net Invoice Amount
THE EAGLE UNIFORM CO INC	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	104.00
Total THE EAGLE UNIFORM	CO INC:		104.00
THE STUTTLEY GROUP LLC	ADMINISTRATIVE HEARING OFFICER	MANAGER'S OFFICE	525.00
Total THE STUTTLEY GROU	P LLC:		525.00
THOMPSON ELEVATOR INSPEC	ELEVATOR INSPECTIONS	FIRE DEPARTMENT	618.00
Total THOMPSON ELEVATOR	R INSPECTION:		618.00
TIMOTHY HANNIG	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	451.20
Total TIMOTHY HANNIG:			451.20
T-MOBILE	CELL PHONES AND IPADS	MANAGER'S OFFICE	880.58
Total T-MOBILE:			880.58
TRACE ANALYTICS INC	ROUTINE ANALYSIS	FIRE DEPARTMENT	89.90
Total TRACE ANALYTICS INC	<u>;</u>		89.90
TRAFFIC CONTROL & PROTEC TRAFFIC CONTROL & PROTEC TRAFFIC CONTROL & PROTEC	SIGN MATERIALS SIGNS OPERATING SUPPLIES	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	2,307.50 311.40 324.50
Total TRAFFIC CONTROL &	PROTECTION:		2,943.40
TRAFFIC CONTROL COMPANY	2023 PAVEMENT MARKING	PUBLIC WORKS	52,831.98
Total TRAFFIC CONTROL CO	DMPANY:		52,831.98
TRL TIRE SERVICE	PUBLIC WORKS TIRES	PUBLIC WORKS	630.58
Total TRL TIRE SERVICE:			630.58
TRONC	LEGAL NOTICES	MANAGER'S OFFICE	136.50
Total TRONC:			136.50
TRUGREEN	WEED CONTROL VFW WEED CONTROL	PUBLIC WORKS	50.06 53.25 37.28 85.00 160.00 37.28 160.00 77.75 796.60 145.91
ULTIMATE RENTAL SERVICES	FALL FEST EQUIPMT RENTAL DEPOSIT	MANAGER'S OFFICE	1,769.15

Name	Description	DEPARTMENT	Net Invoice Amount
Total ULTIMATE RENTAL SEI	RVICES:		1,769.15
UTERMARK & SONS QUALITY L	GRASS CUTTING	FIRE DEPARTMENT	545.80
Total UTERMARK & SONS Q	UALITY LAWNCARE CO:		545.80
VERIZON CONNECT NWF INC	PUBLIC WORKS GPS	PUBLIC WORKS	249.47
Total VERIZON CONNECT N	WF INC:		249.47
VERIZON WIRELESS	MOBILE PHONE SERVICE-ALL DEPTS	MANAGER'S OFFICE	587.73
Total VERIZON WIRELESS:			587.73
WAREHOUSE DIRECT OFFICE Total WAREHOUSE DIRECT WEST SIDE TRACTOR SALES WEST SIDE TRACTOR SALES Total WEST SIDE TRACTOR	STREET DEPT REPAIR PARTS STREET DEPT REPAIR PARTS	PUBLIC WORKS FIRE DEPARTMENT FIRE DEPARTMENT MANAGER'S OFFICE MANAGER'S OFFICE MANAGER'S OFFICE MANAGER'S OFFICE MANAGER'S OFFICE PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	125.42 223.49 63.99 56.19 70.37 26.69 25.00 591.15 226.97 93.34 320.31
Total WIEST CURT:			140.50
ZOLL MEDICAL CORPORATION	MEDICAL SUPPLIES	FIRE DEPARTMENT	37.72
Total ZOLL MEDICAL CORPO	DRATION:		37.72
Grand Totals:			595,503.12

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

Village Clerk:

#### R-3153

# A Resolution Honoring Laura Fritz on 20 Years of Service to the Village of Homewood

WHEREAS,	Laura Fritz joined the Homewood Police Department on May 9, 2003, seeking a career in law enforcement; and		
WHEREAS,	Laura Fritz received her Associate in Arts Degree from Prairie State College in 2000 and her Bachelor of Arts Degree from Saint Xavier University in 2002; and		
WHEREAS,	Laura Fritz was appointed as a Field Training Officer in 2013 and has helped mentor and guide new members of the department; and		
WHEREAS,	Laura Fritz has had many additional specialized assignments during her career including Tactical Officer and Bicycle Officer; and		
WHEREAS,	<i>Laura Fritz</i> completed the Northwestern University Center for Public Safety's 80-hour Supervision of Police Personnel course and was appointed as an Acting Watch Commander on March 1, 2018; and		
WHEREAS,	Laura Fritz was promoted to the rank of Police Sergeant on September 10, 2019; and		
WHEREAS,	Laura Fritz has received numerous Letters of Appreciation and Commendations from the Homewood Police Department; and		
WHEREAS,	<b>Laura Fritz</b> has been a leader and role model who is respected and held in high esteem by her friends, professional peers, and members of the community for conducting herself and representing the Village of Homewood with the utmost concern for fairness, service, and professionalism.		
NOW, THERE Cook County,	EFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Homewood, Illinois that		
	Laura Fritz		
be honored and	d commended for twenty years of outstanding, dedicated service to the citizens of Homewood.		
This Resolutio	n passed this 12 <sup>th</sup> day of September, 2023.		
	Village President		
ATTEST:			
Village	Clerk		

Ayes: \_\_\_\_ Absent: \_\_\_ Abstentions: \_\_\_\_

#### R-3154

# A Resolution Honoring Joseph Keblusek on 20 Years of Service to the Village of Homewood

	on 20 Tears of Service to the Village of Homewood
WHEREAS,	Joseph Keblusek joined the Homewood Police Department on July 2, 2003, seeking a career in law enforcement; and
WHEREAS,	<i>Joseph Keblusek</i> received his Bachelor of Arts in Criminal Justice from Saint Xavier University in 1999; and
WHEREAS,	<i>Joseph Keblusek</i> was appointed as a Field Training Officer in 2008 and has been an asset to the Field Training Program helping to mentor and guide new members of the department; and
WHEREAS,	Joseph Keblusek has also used his experience and knowledge to become an instructor for Standardized Field Sobriety Testing, Ballistic Shield, Expandable Baton and Firearms; and
WHEREAS,	<i>Joseph Keblusek</i> completed the Northwestern University Center for Public Safety's 80-hour Supervision of Police Personnel course and was appointed as an Acting Watch Commander on June 1, 2013; and
WHEREAS,	<i>Joseph Keblusek</i> has received numerous Letters of Appreciation and Commendations from the Homewood Police Department, private citizens, and other police agencies in the course of his career; and
WHEREAS,	<b>Joseph Keblusek</b> has been a leader and role model who is respected and held in high esteem by his friends, professional peers, and members of the community for conducting himself and representing the Village of Homewood with the utmost concern for fairness, service, and professionalism.
NOW, THERE	EFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Homewood, Illinois that
	Joseph Keblusek
be honored an	d commended for twenty years of outstanding, dedicated service to the citizens of Homewood.
This Resolution	on passed this 12 <sup>th</sup> day of September, 2023.
	Village President
ATTEST:	

Ayes: \_\_\_\_ Absent: \_\_\_ Abstentions: \_\_\_\_

Village Clerk



#### **BOARD AGENDA MEMORANDUM**

**DATE OF MEETING: September 12, 2023** 

To: Village President and Board of Trustees

From: Napoleon Haney, Village Manager

Topic: Board Support for the Unionization of Police Sergeants within the Homewood Police

Department

#### **PURPOSE**

During the executive session meeting of July 25, 2023, the Village Board first learned that the Police Sergeant group made Chief McGrath aware that the group planned to file their petition to unionize with the Illinois Labor Board. After hearing from the Village's labor attorney and management staff during the meeting, the Village Board shared their unanimous opinion that the Village would refrain from protesting or filing any challenge to the petition.

#### **PROCESS**

You may recall that there were two prior efforts raised by unions to represent the Police Sergeants many years back. During each of these petition periods, the Village exercised its right to protest those prior petitions because the Sergeants are generally considered "supervisors" under the Labor Act, which means there is a potential for an inherent conflict of interest to include them in the same bargaining unit with the officers that they supervise. In Homewood, even though all officers in the rank of patrol are also represented by this same Union (MAP), the Sergeants will also be represented by MAP in a separate collective bargaining agreement that governs their employment. We are confident that this will help minimize any potential for conflicts of interests between the Sergeants and the officers they supervise.

More specifically, the Village of Homewood and the Homewood Police Department have chosen to respect the views and perspective of the Police Sergeants which we hope will foster our continued efforts to recruit and attract excellent officers to serve in the Homewood Police Department. The Village Board and management's supportive position also is an indication that we recognize the additional demands placed on all of our officers due to police reform efforts and increased accountability in law enforcement generally.

Attached is the Certification issued by the Illinois Labor Relations Board (the "Labor Board") confirming that the Metropolitan Alliance of Police, Chapter #22 has been certified as the exclusive representative of the Homewood Police Department - Police Sergeants to negotiate the terms and conditions of their employment with the Village of Homewood.



#### **OUTCOME**

As indicated in the attached Certification notice, there are presently seven (7) eligible Police Sergeants and six (6) of those Sergeants expressed their desire to be represented by this Union. When a collective bargaining agreement (CBA) is reached with this Union, the CBA would apply to all Sergeants regardless of the number of Sergeants who support the Union at this time.

#### **FINANCIAL IMPACT**

Funding Source: N/ABudgeted Amount: N/A

#### **LEGAL REVIEW**

Completed

#### **RECOMMENDED BOARD ACTION**

Pass a resolution acknowledging and accepting a petition to unionize filed by the Sergeants of the Homewood Police Department.

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

- Resolution
- State of Illinois Labor Certification

#### **RESOLUTION NO. R-3155**

## A RESOLUTION ACKNOWLEDGING AND ACCEPTING A PETITION TO UNIONIZE FILED BY THE SERGEANTS OF THE HOMEWOOD POLICE DEPARTMENT

WHEREAS, the Village of Homewood consistently and unequivocally supports the professional development, fair wages, and employment security of all employees; and

WHEREAS, the 2023 amendment to the Illinois Constitution known as the Illinois Workers' Rights Amendment guarantees employees the fundamental right to organize and to bargain collectively through representatives of their own choosing to negotiate wages, hours, and working conditions, and to protect their economic welfare and safety at work; and

WHEREAS, prior to 2023, all patrol officers in the Homewood Police Department were represented by a union, while sergeants within the department were not unionized; and

WHEREAS, several sergeants recently notified the Chief of Police and Village management of their desire to unionize; and

WHEREAS, in response to the sergeants' request, the Village of Homewood management and staff met with the sergeants to understand their concerns and as a result of this dialogue elected to support the potential unionization by declining to challenge their unionization petition.

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

The Village supports and accepts without challenge that the Metropolitan Alliance of Police, Chapter #22, has been certified as the exclusive representative Sergeants of the Homewood Police Department to negotiate the terms and conditions of their employment with the Village.

mis res	olution is approve	ea this 12th day of Septem	Der, 2023.
		-	Village President
ATTEST	Γ:		
Vil	llage Clerk		
AYES:	NAYS:	_ ABSTENTIONS:	ABSENCES:

# STATE OF ILLINOIS ILLINOIS LABOR RELATIONS BOARD STATE PANEL

Metropolitan Alliance of Police, Homewood Sergeant Chapter #622,

Petitioner

and

Village of Homewood, Police Department,

**Employer** 

#### **MAJORITY INTEREST PETITION**

Case No. S-RC-24-003

#### **CERTIFICATION OF REPRESENTATIVE**

A determination of majority support was conducted in the above-captioned matter under the supervision of the Illinois Labor Relations Board in accordance with the Illinois Public Labor Relations Act (Act), 5 ILCS 315 (2014), as amended, and the Board's Rules and Regulations, 80 Ill. Admin. Code §§1200-1300. Based on the Tally of Majority Support, the petitioned-for employees selected a collective bargaining representative. Pursuant to the authority vested in me by the Illinois Labor Relations Board, I hereby certify that a majority of the employees in the petitioned-for unit have indicated support for the following labor organization:

#### Metropolitan Alliance of Police, Homewood Sergeant Chapter #622

Accordingly, pursuant to Sections 6(c) and 9(d) of the Act, the named labor organization is the exclusive representative of all employees included in the following bargaining unit, found appropriate for purposes of collective bargaining with regard to rates of pay, wages, hours of employment, and other conditions of employment:

Included: All full-time sworn police officers holding the rank of Sergeant.

Excluded: All sworn peace officers not holding the rank of sergeant, any employees excluded from the definition of "peace officer" as defined in Section 3(k) of the Illinois Public Labor Relations Act, and all other management, supervisory, confidential and professional employees as defined by the Act, as amended.

Issued at Springfield, Illinois, this 31st day of July, 2023.

STATE OF ILLINOIS ILLINOIS LABOR RELATIONS BOARD STATE PANEL

**Kimberly Stevens, Executive Director** 

This Certification is a final order of the Illinois Labor Relations Board. Aggrieved parties may seek judicial review of this Certification in accordance with the provisions of Section 9(i)] of the Act and the Administrative Review Law. Petitions for review of this Certification must be filed within 35 days from the date the Certification is served upon the affected party. 5 ILCS 315/9(i) (2018).

#### STATE OF ILLINOIS ILLINOIS LABOR RELATIONS BOARD STATE PANEL

Metropolitan Alliance of Police, Homewood Sergeant Chapter #622,	MAJORITY INTEREST PETITION		
Petitioner	Case No. S-RC-24-003		
Village of Homewood, Police Department, Employer			
	DATE: July 31, 2023		
TALLY OF MAJORITY INTEREST			

#### The result of the tabulation of the evidence of majority support provided by the Petitioner in the

above-captioned case was as follows:

1.	Number of employees in appropriate unit	
2.	Number of valid cards signed for Metropolitan Alliance of Police, Homewood Sergeant Chapter #622	6
3.	Number of cards alleged to have been obtained through the use of fraud and/or coercion	0
4.	Number of cards found to have been obtained through the use of fraud and/or coercion	0
5.	Number of cards found to be invalid for other reasons (e.g., employee not included in unit, card not signed or dated)	0

The number of cards found to have been obtained through the use of fraud and/or coercion are not sufficient to affect the results of the determination of majority support for the Petitioner.

Metropolitan Alliance of Police, Homewood Sergeant Chapter #622 has prevailed in this determination of majority support.

STATE OF ILLINOIS ILLINOIS LABOR RELATIONS BOARD STATE PANEL

**Kimberly Stevens, Executive Director** 



#### **BOARD AGENDA MEMORANDUM**

DATE OF MEETING: September 12, 2023

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: John D. Schaefer, Director of Public Works

**Topic:** MFT Supplemental Resolution – Street Patching, Phase Two

#### **PURPOSE**

Pass a supplemental resolution appropriating \$325,000 of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of the Illinois Highway Code for the second phase of street patching for fiscal year 2023-2024.

#### **PROCESS**

Every three years, the engineering division performs a pavement condition survey on all of the streets within the Village. These results are entered into the Brightly Capital Predictor software and it formulates a timeline of which streets will be completely reconstructed, resurfaced, or patched.

There are currently 80 street sections that are due to be patched this fall. Patching will consist of milling the pavement patch area two inches and replacing with two inches of new asphalt. Patch areas are chosen by the engineering division. The first phase of patching for 2023 was completed this past June.

#### **OUTCOME**

After approval of this resolution, the work will be competitively bid in October with a proposed completion date of November 17, 2023.

#### **FINANCIAL IMPACT**

Funding Source: Motor Fuel Tax Funds

Budgeted Amount: \$325,000

#### **LEGAL REVIEW**

Not Required

Item 9. E.



#### **RECOMMENDED BOARD ACTION**

Pass a resolution appropriating \$325,000 of Motor Fuel Tax funds to cover the second phase of street patching for the period of May 1, 2023 – April 30, 2024.

#### ATTACHMENT(S)

Resolution



## Resolution for Maintenance Under the Illinois Highway Code

	District	County	Resolution Number	Resolution Type	Section Number
	1	Cook	R-3156	Supplemental	24-00000-00-GM
BE IT RESOLVED, by the	Pre	esident and Board of T	rustees of the	ne Villa Local Public A	ige of
	mewood	Illinois	that there is hereby ap	propriated the sum of	
	cal Public Age				
		00		· ·	
of Motor Fuel Tax funds for	the purpose	of maintaining streets and	highways under the ap	oplicable provisions of	Illinois Highway Code from
05/01/23 to	04/30/24 Ending Date				
BE IT FURTHER RESOLV including supplemental or r funds during the period as	evised estimate	ates approved in connection	and described on the an with this resolution, a	approved Estimate of Nare eligible for mainten	Maintenance Costs, ance with Motor Fuel Tax
BE IT FURTHER RESOLV	ED, that	Village	of	Homewo	
shall submit within three mo available from the Departm expenditure by the Departn	ent, a certifie nent under th	d statement showing exper is appropriation, and	nditures and the balan	ces remaining in the fu	Transportation, on forms ands authorized for
of the Department of Trans	portation	Clerk is hereby directed to t			
Marilyn Thomas	of Clerk	Local Pub	<b>illage</b> Cle	erk in and for said	Village Local Public Agency Type
of	Homewood				ds and files thereof, as
	of Local Public	Agency			,
provided by statute, do here	eby certify the	e foregoing to be a true, per	rfect and complete cop	by of a resolution adop	ted by the
President and Board			lomewood	at a meetin	
Governing Body			f Local Public Agency	. Cambanahan 200	Date
N TESTIMONY WHEREO	-, i nave nere	eunto set my hand and sea	I this <u>12th</u> day o	of <u>September, 202</u> Month,	Year
(SEAL, if required	by the LPA)		Clerk Signature & Dat	e	
				APPROVED	
			Regional Engineer Sig Department of Transp		



#### **BOARD AGENDA MEMORANDUM**

DATE OF MEETING: September 12, 2022

To: Village President and Board of Trustees

From: Napoleon Haney, Village Manager

**Topic:** Purchase and Sale Agreement transferring property to Wind Creek IL, LLC and the vacation of public right-of-way (174<sup>th</sup> Street).

#### **PURPOSE**

The Village desires to sell property described as, a portion of 174<sup>th</sup> Street west of Halsted Street, to Wind Creek IL, LLC as a necessary component of the casino development; and the Village agrees to approve the vacation of the public right-of-way commonly known as 174<sup>th</sup> Street west of Halsted Street.

#### **PROCESS**

For many years, it was understood that the Villages of Homewood and East Hazel Crest owned and maintained their respective jurisdictional portions of roadway property commonly known as 174<sup>th</sup> Street. Homewood's portion of 174<sup>th</sup> Street includes the majority of the entrance of the roadway that begins at Halsted Street and continues west along 174<sup>th</sup> Street; specifically, a 29,044 square foot roadway parcel [plat attached]. It was both Homewood and East Hazel Crest's intent to transfer their respective portions of the 174<sup>th</sup> Street property and easements to Wind Creek Casino as part of the casino development project. Wind Creek could then own and improve 174<sup>th</sup> Street as the gateway and main entrance to the casino property.

After receiving a "Preliminarily Suitable" gaming license designation from the Illinois Gaming Board in December of 2021, Wind Creek Casino began performing due diligence activities for the property within the casino's site footprint. Wind Creek learned that the proposed entryway to the casino property (174<sup>th</sup> Street) was actually owned by the Illinois State Toll Highway Authority.

The Villages of Homewood and East Hazel Crest worked with the Illinois State Toll Highway Authority to successfully acquire the deed to their respective portions of 174<sup>th</sup> Street so the properties could be transferred to Wind Creek IL, LLC as a critical component of the casino development.

#### Homewood's Parcel

The Village of Homewood and the Illinois State Toll Highway Authority signed an intergovernmental agreement (IGA) transferring the approximately 29,044 square feet of real



property to the Village of Homewood for the appraised value of \$43,000 paid by the Village to the Tollway in a lump sum. Because the Village's portion of 174<sup>th</sup> Street is situated in the Northeast TIF, the Village covered the cost for this *property acquisition* from funds in the Northeast Tax Increment Financing fund as an eligible expense. The IGA also included the stipulation that limits the Village's future sale price of the property to \$43,000. Per the IGA, the Village would be required to reimburse the Illinois Tollway for any portion of a sale in excess of \$43,000.

The Village Board approved the IGA with the Tollway on July 26, 2022; the \$43,000 was paid to the Tollway on December 22, 2022, and the Village received the fully executed and properly filed quitclaim deed for their portion of the 174<sup>th</sup> Street property on December 27, 2023.

Sale of Property to Wind Creek IL, LLC and Vacation of Property

By way of a resolution, the Village may transfer ownership of real property legally described in **Exhibit A** consisting of a 29,044 square foot roadway parcel at 174<sup>th</sup> Street west of Halsted Street to Wind Creek IL, LLC to facilitate a casino development. The sale price of the property is \$43,000 - due at closing. The Village is also able to effectuate the vacation of the public right-of-way commonly known as 174<sup>th</sup> Street west of Halsted Street by passing the attached ordinance.

#### **OUTCOME**

Once the property is sold to Wind Creek IL, LLC, and properly vacated, the developer will be able to develop and improve 174<sup>th</sup> Street to accommodate the needs of the casino development. The Village will also recoup its cost of \$43,000 to acquire the property from the Illinois State Toll Highway Authority.

#### **FINANCIAL IMPACT**

Funding Source: Northeast TIF
 Budgeted Amount: N/A
 Sale Price: \$43,000

#### **LEGAL REVIEW**

Completed

#### RECOMMENDED BOARD ACTION

Pass a resolution approving and authorizing the sale of a 29,044 square foot roadway parcel at 174th Street west of Halsted Street to Wind Creek IL, LLC for a casino development; and, authorize the Village President to enter into a real estate purchase and sale agreement to transfer the property to Wind Creek IL, LLC for an amount not to exceed \$43,000; and pass an ordinance approving the vacation of public right-of-way commonly known as 174<sup>th</sup> Street west of Halsted Street in Homewood, IL.

Item 9. F.



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

- Plat 29,044 square foot roadway parcel
- Deed
- Resolution
- Real Estate Purchase and Sale Agreement
- Ordinance of vacation

#### **EXCESS PLAT**

#### I.S.T.H.A. PARCEL T-IA-502 EX

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VILLAGE OF EAST HAZEL CREST, ILLINOIS WINDCREEK HOSPITALITY GROUP EXCESS PLAT T-1A-502.EX

#### LEGEND

PARCEL NUMBER

1-1A-502 ER

- ERSING GARDEN - SICTOL AL - DESCRIPTION OF MATERIAL STATES

- PRIMITED DOMESTIC MICHAEL COMPRESSION - WHITE DWING

- Exchants median - RECORD DATA - FOUND HON HEEL/ROD T-94-1 - ENSURE ISSUE PARTY NUMBER

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#### GENERAL NOTES

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#### **QUITCLAIM DEED**

The Grantor, The Illinois State Toll Highway Authority, an instrumentality and administrative agency of the State of Illinois, created and existing pursuant to the laws of the State of Illinois, in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid, pursuant to authority given by its Board of Directors, CONVEYS



Doc# 2235622018 Fee \$88.00

CAREN A. YARBROUGH

DATE: 12/22/2022 10:20 AM PG: 1 OF 4

AND QUIT CLAIMS to the Village of Homewood a municipal corporation of the State of Illinois, all of its right, title and interest, in the following described real estate, situated in the County of Cook, in the State of Illinois, to wit:

#### SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A"

PIN: 29-29-409-012 (ROW-for recording purposes only)

TOLLWAY PARCEL NO: T-1A-502.EX

ADDRESS: A portion of 174<sup>th</sup> Street and West of Halsted, Homewood, IL 60430

The Grantee, its successors and assigns agree not to build or cause to be built or erected upon the subject property any advertising sign or structure directed, whether in whole or part, to users or patrons on the adjacent toll highway or any structure that in the opinion of the Chief Engineering Officer of the Illinois State Toll Highway Authority, would in any way interfere with the safe operation of the Illinois State Toll Highway Authority system.

All the terms, provisions and agreements herein contained shall be covenants running with the land and inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

EXEMPT UNDER PROVISIONS OF PARAGRAPH "B" SECTION 4 REAL ESTATE TRANSPER ACT

12/21/204

DATE

REPRESENTATIVE

1

REAL ESTATE	TRANSFER	TAX	22-Dec-2022
STREET, STREET		COUNTY:	0.00
		ILLINOIS:	0.00
		TOTAL:	0.00
29-29-409-	-012-0000	120221201619499 I	0.440.404.440

Dated this 12th	day of	December	, 2022
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The execution of this deed is authorized by Resolution No. 22494 adopted by the Directors of The Illinois State Toll Highway Authority on 6/16/2022.

#### THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

Attest:	Regi	ney	THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  BY: (assaunds Lo
Christi Reg	nery		Cassaundra Rouse
Administrative	Manage	er	<b>Executive Director</b>
to the Board of l	Director	r\$	
	<i>P</i>	Approved as to Form a  Kathleen R. Pasulha-Brown  Kathleen R. Pasulha-Brown (Dec 7, 2022 10:49 CST)	nd Constitutionality
		Attorney General, St	tate of Illinois
State of Illinois	) )SS		
County of DuPage	)		

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Cassaundra Rouse and Christi Regnery personally known to me to be the Executive Director and Administrative Manager to the Board of Directors of The Illinois State Toll Highway Authority, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument.

Given under my hand and official seal, this 12th day of 1eacnber, 2022

OFFICIAL SEAL BARBARA J QUAYAT NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:08/13/24

Notary Public Sugar

This instrument prepared by Michael J. Woodward, The Illinois State Toll Highway Authority, 2700 Ogden Avenue, Downers Grove, IL 60515.

Mail to and send subsequent tax bills to: The Village of Homewood 2020 Chestnut Road Homewood, IL 60430 Attn: Village President

#### Exhibit A

LEGAL DESCRIPTION T-1A-502.EX

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

# STATEMENT BY GRANTOR AND GRANTEE

The **grantor** or his agent affirms that, to the best of his knowledge, the name of the **grantee** shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated 12/21 , 20_2						
	Signature: Grantor or Agent					
Subscribed and sworn to before me  By the said  This 21st, day of Dun65, 20 25  Notary Public Janey Corder	OFFICIAL SEAL NANCY L CORDERO NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:03/18/23					
The <b>grantee</b> or his agent affirms and verifies that the name of the <b>grantee</b> shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.						
Date 10/21 , 2024						
Signature:						
	Grantee or Agent					
Subscribed and sworn to before me  By the said  This 215, day of Duylor, 2022  Notary Public Havey A. Cordero	OFFICIAL SEAL NANCY L CORDERO NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:03/18/23					

Note: Any person who knowingly submits a false statement concerning the identity of a Grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

#### **RESOLUTION NO. R-3157**

# A RESOLUTION APPROVING A CONTRACT FOR THE SALE OF SURPLUS REAL ESTATE OWNED BY THE VILLAGE OF HOMEWOOD AT 174<sup>TH</sup> STREET WEST OF HALSTED STREET, HOMEWOOD, COOK COUNTY, ILLINOIS.

WHEREAS, the Village of Homewood owns a 29,044 square foot parcel acquired from the Illinois State Toll Highway Authority comprising a portion of 174<sup>th</sup> Street west of Halsted Street in Homewood, Illinois for \$43,000.00; and

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

WHEREAS, Section 11-76-4.1 of the Illinois Municipal Code (65 ILCS 5/11-76-4.1) provides that the corporate authorities of a municipality by resolution may authorize the sale of surplus publicly-owned real estate; and

WHEREAS, the Board of Trustees on November 8, 2022 passed Resolution R-3129 declaring this property to be surplus and directing staff to solicit proposed contracts for purchase; and

WHEREAS, Resolution R-3129 was published in the Daily Southtown on November 15, 2022 as required by law; and

WHEREAS, the Village has received an offer to purchase the property from Wind Creek IL, LLC for Forty-Three Thousand Dollars (\$43,000.00) which is attached as Exhibit A to this resolution; and

WHEREAS, the Village has received an appraisal of the property prepared by an Illinois-licensed appraiser and has determined the proposed purchase price to be at least 80% of the property's appraised value.

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

- 1. The Recitals set forth above are adopted and incorporated herein.
- 2. The Village President, Village Manager and Village Attorney are authorized to execute the attached real estate sales contract and take all action necessary to complete the sale of the property as described above.

This resolution approved this 12th day of September, 2023.				
		-	Village President	
ATTEST	Γ:			
Vil	llage Clerk			
AYES:	NAYS:	_ ABSTENTIONS:	ABSENCES:	

# Exhibit A Sales Contract

#### REAL ESTATE PURCHASE AND SALE AGREEMENT

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

#### WITNESSETH:

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

1. Agreement of Purchase and Sale.

Subject to the terms in this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller:

- 1.1. The real property legally described in the attached Exhibit A consisting of a 29,044 square foot parcel (collectively the "Land") at 174<sup>th</sup> Street west of Halsted Street, Homewood, Illinois, 60430 and depicted in the attached Exhibit B.
- 1.2 Improvements on the Land, if any (collectively called the "Improvements").
- 1.3 All mineral, water, irrigation and other property rights of Seller, if any, running with or otherwise pertaining to such Land.
- 1.4 All of Seller's right, title and interest in any easements, covenants, declarations, reciprocal easement agreements, tenements, hereditaments, gaps, gores and appurtenances to the Land.

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

#### 2. Purchase Price.

- 2.1 The Purchase Price for the Property (the "Purchase Price") shall be Forty-Three Thousand Dollars (\$43,000.00).
- 2.2 The Purchase Price shall be payable by delivery by Purchaser to Seller at Closing of good federal funds by check or wire transfer equal to the Purchase

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

#### 3. Seller's Deliveries.

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

- 4. Commitment for Title Insurance/Title and Survey Matters.
  - 4.1 Buyer may, at its sole cost and expense, obtain a commitment for an ALTA owner's policy of title insurance (the "Commitment"), showing Seller as fee title owner, naming Purchaser as the insured in the amount of the Purchase Price (or minimum amount required). The Commitment shall be subject to only the: (i) "Permitted Exceptions" (defined in Section 4.3 below), and (ii) any matters not objected to by Purchaser.
  - 4.2 Buyer may, at its sole cost and expense, obtain a survey.
  - 4.3 The term "Permitted Exceptions" shall mean: (i) all non-delinquent taxes and assessments not yet due at the time of Closing; (ii) any other title matters not objected to, waived or considered waived by Purchaser; (iii) limitations in the quitclaim deed from the Illinois State Toll Highway Authority to the Village of Homewood recorded December 22, 2022 as document 2235622018 with the Cook County Clerk.
  - 4.4 If Purchaser objects to the Commitment and/or any survey, Purchaser shall give written notice to Seller, specifying Purchaser's objections to such title exceptions and/or survey matters (the "Unpermitted Exceptions"). Seller shall at its option have five (5) days from receiving such notice to notify Purchaser in writing of any Unpermitted Exceptions that Seller shall cure, insure over or have removed from the Commitment before Closing. If Seller notifies Purchaser within such five (5) day period, or fails to notify Purchaser, that it is unable or unwilling to have the Unpermitted Exceptions removed before Closing, Purchaser shall, as Purchaser's sole remedy, have the option either to (i) terminate this Agreement, whereupon neither party shall have any further liability or obligation to the other, except as expressly provided herein; or (ii) proceed with the Closing and accept title to the Property as reflected in the

Commitment and survey, whereupon such exceptions shall be considered Permitted Exceptions. Purchaser shall exercise such option by delivery of written notice of such exercise to Seller within five (5) days after the earlier of: (a) the expiration of Seller's notice period for responding to Purchaser's title and survey objections, or (b) the date Seller gives Purchaser notice of its unwillingness or inability to remove any the Unpermitted Exceptions. If any title exceptions or survey matters are disclosed or modified by updates of the Commitment and/or the survey or other title "date-downs" that affect the marketability or insurability of the title to the Property or that adversely affect the use of the Property for its intended purposes or are objectionable to Purchaser, then Purchaser may after the discovery thereof notify Seller in writing, in which event Seller shall promptly use its good faith best efforts to procure a cure for same, as required above, and upon the failure of Seller to effectuate a cure or Seller's failure to respond to Purchaser in writing, then Purchaser may elect any of the options in subclauses (i) and (ii) above. If Purchaser fails to notify Seller of Purchaser's election within the five-day period required for Purchaser's notification of its election, then Purchaser shall be considered to have elected option (ii).

- 5. Closing, Possession and Conditions Precedent to Closing.
  - 5.1 Closing. The closing (the "Closing") of the transaction contemplated shall take place on or before \_\_\_\_\_\_\_, 2023. The date upon which the Closing actually occurs shall be referred to herein as the "Closing Date." Seller shall give sole and exclusive possession of the Property to Purchaser at Closing, subject only to the Permitted Exceptions. The Closing shall take place at the Chicago office of the Title Company (which shall allow delivery of documents into escrow) by means of a "New York Style Closing" with the parties delivering their closing documents, the Title Company's concurrently delivering the closing documents, committing to delivery of the Title Policy described in Section 6.4(b) below to Purchaser, and the concurrent payment of the Purchase Price, all with no parties required to be present.
  - 5.2 At Closing, Seller shall deliver to the Escrow Agent, with copies to Purchaser:
  - (a) A duly executed and acknowledged quitclaim Deed (the "Deed") conveying to Purchaser the fee simple interest in the Property, subject only to the Permitted Exceptions.
  - (b) A duly executed affidavit of Seller, stating Seller's United States taxpayer identification number and that Seller is not a foreign person as defined in Internal Revenue Code § 1445.

- (c) A MyDec transfer tax declaration in form customary for the State, County City of the Property ("Transfer Tax Declaration") and any municipal transfer tax declarations.
- (d) A resolution from Seller approving and authorizing it to sell the Property and granting authority to a specific person to bind the Seller.
- (e) A settlement statement agreed to between Seller and Purchaser ("Settlement Statement"), signed by Seller, setting forth the Purchase Price, credits, prorations, and disbursements under this Agreement.
  - (f) An owner's affidavit.
- (g) Documents requested by the Title Company for obligations required of Seller under this Agreement .
- 5.3 At Closing, Purchaser shall deliver to the Escrow Agent:
  - (a) The Purchase Price.
- (b) The Settlement Statement signed by Purchaser, setting forth the Purchase Price, credits, prorations, and disbursements under this Agreement.
  - (c) A counterpart of the Transfer Tax Declaration.
- (d) Any other document requested by the Title Company to close the transaction.
- 5.4 Conditions to Obligations to Close. The obligations of Purchaser to consummate the transactions contemplated shall be subject to fulfilling these conditions ("Purchaser's Conditions"), any of which may be waived in writing by Purchaser in its sole and absolute discretion:
- (a) At Closing, the Title Company agrees to issue (or commit irrevocably and unconditionally to issue) to Purchaser an owner's policy of title insurance in accordance with the requirements of the Commitment subject only to the Permitted Exceptions (the "Title Policy").
- (b) The representations of Seller in this Agreement shall be true and correct on and as of the Closing Date with the same force and effect as though such representations had been made on and as of the Closing Date, and Seller will so certify.

- (c) Seller shall have performed the agreements, covenants and obligations made and contained in this Agreement to be performed or complied with by Seller by the Closing Date.
- (d) Delivery of sole and exclusive possession of the Property to Purchaser subject only to the Permitted Exceptions.
- 6. Prorations; Closing Adjustments.
  - 6.1 The property is exempt from real estate taxes. There shall be no tax prorations at closing. Buyer shall be responsible for all real estate taxes billed to the property after closing.
  - 6.2 Purchaser shall pay: (i) the cost of the Title Commitment; (ii) all costs for the Purchaser's owner's Title Policy premium, including extended coverage and all endorsements to the Title Policy requested by Purchaser, (iii) all State and County transfer taxes; (iv) all escrow and closing costs; (v) all costs for any endorsements to cure, remove or insure over any title exceptions agreed to be cured by Seller; and (vi) the cost to record the deed. The parties shall pay their respective attorney's fees. Any other costs and charges in connection with the Closing shall be paid by Seller. There is no municipal transfer tax in the Village of Homewood.
- 7. Representations of Seller and Purchaser.
  - 7.1 Seller advises Purchaser, as of the date of this Agreement and, without further writing as of the Closing Date, as follows:
  - (a) To the best of Seller's knowledge, Seller holds fee title to the Property subject only to those rights-of-way, easements, conditions, covenants and restrictions of record. To the best of Seller's knowledge, there are no persons in possession or occupancy of the Property or any part thereof, nor are there any persons with possessory rights regarding the Property or any part thereof through written agreement, orally or by operation of law.
  - (b) All required payments of Seller have been made and there is no default by Seller, nor has Seller received any written notice of default from any property owner, tenant or other party under any reciprocal easement agreements or declarations or similar documents, nor are there any facts known to the Seller that would be a default by Seller or, to Seller's knowledge, by any property owner or tenant under any reciprocal easement agreements or declarations or similar documents.
  - © There is no lawsuit or similar proceeding filed, or to the best of Seller's knowledge, threatened to be filed, against Seller regarding the Property

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

- (d) Seller has taken all required measures to approve the sale and has all requisite authority to enter into and perform Seller's obligations under this Agreement and to sell the Property. The execution of this Agreement has been duly authorized by all requisite actions and this Agreement is enforceable against Seller under its term©(e) Seller shall not, without the prior written consent of Purchaser, enter into, amend, extend or grant any concessions regarding any lease, reciprocal easement agreement, declaration or any other documents affecting the property, or accept any prepayment of rent for more than one month in advance. Seller shall promptly deliver to Purchaser a copy of any notice (including without limitation, a notice of default) received from any property owners under any easement agreements, declarations or from any governmental authority or from any tenant or adjacent property owners. Seller shall not intentionally do anything, or permit anything to be done, that would impair or modify the status of title as shown on the Commitment or the survey.
- (f) Seller is not a foreign person or entity under the Foreign Investment and Real Estate Property Tax Act or the Tax Reform Act of 1984.
- (g) Seller owns no personal property located on the Property or to the extent it does will remove it by Closing.
- (h) Seller is not a party to any management, service or other contracts or agreements that will bind Purchaser or the Property after Closing.
- (i) To Seller's knowledge, the Due Diligence Materials are true, correct and complete in all material respects. Seller has delivered to Purchaser all Due Diligence Materials its possession or control.
- 7.2 Purchaser represents and warrants to Seller, as of the date of this Agreement and without further writing as of the Closing that Purchaser is authorized and permitted to enter into this Agreement, to execute any documentation required, and to perform this Agreement, none of which conflicts with any provision of any law, rule or regulation applicable to Purchaser. This Agreement is a valid and binding obligation of Purchaser under its terms.

# 8. Damage or Condemnation.

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

#### 9. Brokerage.

Each party represents and warrants to the other, as of the date of this Agreement and without further writing as of the Closing, there are no real estate agents or brokers involved that are owed a commission or finder's fee in connection with this transaction. Each party agrees to indemnify, defend, and hold harmless the other party regarding any claim made for any commission or finder's fee arising out of the warranting party's conduct. This Section 9 shall survive the Closing.

#### Default.

- 10.1 If this transaction does not close due to Purchaser's default or Purchaser is otherwise in default of its obligations under this Agreement, then Seller shall have the right, as its sole and exclusive remedy, to terminate this Agreement by written notice to Purchaser and upon such termination this Agreement shall be of no further force and effect and neither party shall have any further rights, duties, or obligations except regarding the provisions hereof which expressly survive the termination of this Agreement. Purchaser shall not be liable to Seller for any punitive, speculative, incidental, consequential or damages for loss of opportunity or lost profit if Purchaser's default occurs.
- 10.2 If this transaction is not closed due to a default of Seller or Seller is otherwise in default of its obligations under this Agreement, then Purchaser shall have the option of (i) terminating this Agreement by written notice to Seller, and neither party shall have any further liability under this Agreement, except for those obligations which expressly survive the termination of this Agreement, or (ii) enforcing this Agreement by specific performance, or (iii) Purchaser shall

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

10.3 Before exercising any remedy under this Agreement, the non-defaulting party shall provide notice to the defaulting party and the defaulting party shall have thirty (30) days to cure such default.

#### 11. Notices.

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

If to Seller: with a copy to:
Village of Homewood Christopher J. Cummings
2020 Chestnut Road Village Attorney
Homewood, IL 60430 2024 Hickory Road, #205
Attention: Village Manager Homewood, IL 60430
Email: nhaney@homewoodil.gov Email: chris@cjcummingslaw.com

If to Purchaser:

With a copy to:

Fox Rothschild, LLP

Attn: Marc Smith

321 N. Clark Street Suite 1600

Chicago, IL 60654

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

#### 12. Miscellaneous.

- 12.1 Section Headings. The Section headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language thereof.
- 12.2 Entire Agreement. All previous negotiations and agreements between the parties, regarding the transaction set forth herein, are merged in this instrument which alone fully expresses the parties' rights and obligations. This Agreement is the entire agreement between the parties regarding the Property and supersedes any other prior agreements and understandings, whether written or oral, formal or informal.
- 12.3 Governing Law. This Agreement shall be governed by the internal laws of the State of Illinois without reference to its conflict of law provisions.
- 12.4 Invalidity of Terms. If any term or provision is held illegal, invalid or unenforceable as a matter of law, the remaining terms and provisions of this Agreement shall not be affected, but each such term and provision shall be valid and shall remain in full force.
- 12.5 Time/Dates. Time is of the essence of this Agreement. If any date in this Agreement for the delivery of any document or the happening of any event should, under the terms hereof, fall on a weekend or holiday, then such date shall be automatically extended to the next succeeding weekday that is not a holiday.
- 12.6 Dispute/Attorney's Fees. If a dispute arises between the parties regarding the enforcement of either party's obligations contained herein, the prevailing party shall be entitled to reimbursement of its reasonable attorney's fees, court costs, and expenses in connection therewith. This Section 12.6 shall survive the early termination or closing of this transaction.
- 12.7 Amendment. This Agreement may be amended, modified or terminated only by a written instrument executed by Seller and Purchaser.
- 12.8 Termination at Closing. Except as expressly provided for herein, the provisions of this Agreement shall terminate with the Closing and shall be of no further force or effect.
- 12.9 Waiver of Rights. No right under this Agreement may be waived, except by written instrument executed by the party waiving such right. No waiver of any breach of any provision in this Agreement shall be considered a waiver of any preceding or succeeding breach of that provision or of any other provision in this Agreement. No extension of time for performance of any obligations or acts

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

- 12.10 Assignment. Purchaser may assign this Agreement to any assignee or single purpose entity if: (i) such assignee shall expressly assume all of Purchaser's obligations; and (ii) Purchaser shall provide Seller with written notice of such assignment.
- 12.11 Binding Agreement. Purchaser and Seller agree that they intend this Agreement to be a binding and enforceable agreement, subject to the terms set forth herein, and each party waives any right to hereafter challenge the enforceability of this Agreement.
- 12.12. Counterpart Signatures. This Agreement may be executed in counterparts, each of which shall be considered an original, but all such counterparts shall together constitute the same Agreement. Any counterparts of this Agreement and any subsequent amendments may be executed and delivered by any party by email transmission in portable document format "(PDF") and any document so executed and delivered shall be considered an original for all purposes

(Signatures on next page)

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

Purchaser	Seller
Wind Creek IL, LLC	Village of Homewood
By:	By:
Name:	Richard A. Hofeld
Title:	Village President
Date:	Date:

#### EXHIBIT A

# Legal Description of Property

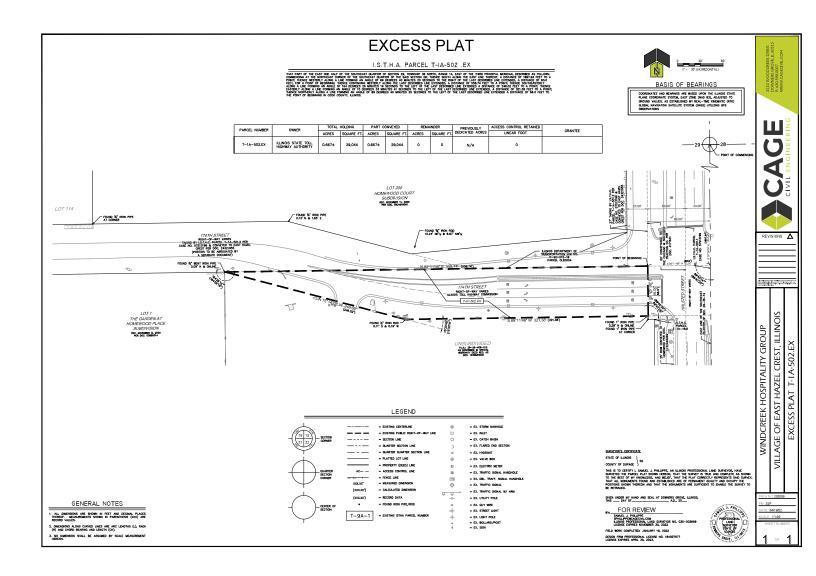
THAT PART OF THE EAST ONE HALF OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SAID SECTION 29; THENCE SOUTH ALONG THE EAST LINE THEREOF, A DISTANCE OF 1897.94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

Property Index Number: 29-29-409-012-0000

Common address: 174th Street west of Halsted Street, Homewood, Illinois

# EXHIBIT B

Diagram of Property



## **EXHIBIT C**

# Due Diligence Materials

- 1. Intergovernmental Agreement between the Village of Homewood and the Illinois state Toll Highway Authority.
- 2. Quitclaim deed from the Illinois state Toll Highway Authority to the Village of Homewood recorded December 22, 2022 as document number 2235622018.

#### ORDINANCE NO. M-2264

AN ORDINANCE APPROVING VACATION OF PUBLIC RIGHT-OF-WAY COMMONLY KNOWN AS 174<sup>TH</sup> STREET WEST OF HALSTED STREET IN HOMEWOOD, COOK COUNTY, ILLINOIS.

WHEREAS, Section 11-91-1 of the Illinois Municipal Code (65 ILCS 5/11-91-1) allows a municipality to vacate a street located within the municipal boundaries by passage of an ordinance; and

**WHEREAS**, the owner of the parcel south of the 174<sup>th</sup> Street public right-of-way and west of Halsted Street has offered compensation for the right-of-way, pursuant to a purchase and sale agreement approved by the Village Board on September 12, 2023 by passage of Resolution R-\_\_\_\_; and

**WHEREAS**, the Village Board has determined that the public interest will be served by vacation of the public right-of-way legally described in Exhibit A; and

**WHEREAS**, in the judgment of the corporate authorities, the compensation provided in the purchase and sale agreement represents fair market value for the right-of-way to be vacated.

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

# **SECTION ONE - APPROVAL OF VACATION:**

Vacation of right-of-way legally described in Exhibit A of this Ordinance is hereby approved.

#### SECTION TWO - RIGHT OF OWNERSHIP OF PARCEL UPON VACATION:

Title to the vacated parcel shall vest entirely in the owner of the abutting land to the South with Permanent Index Number 29-29-409-013-0000.

# SECTION THREE - AUTHORIZATION TO COMPLETE RIGHT-OF-WAY VACATION:

The Village President, Village Manager and Village Attorney are authorized to execute all documents necessary to complete the aforementioned right-of-way vacation.

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

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

PASSED and APPROVED this 12th day of September, 2023.

	Village President			
ATTEST:				
Village Cl	erk			
AYES:	NAYS:	ABSENCES:	ABSTENTIONS:	

#### Exhibit A

#### LEGAL DESCRIPTION OF VACATED PARCEL:

THAT PART OF THE EAST ONE HALF OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

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

PIN: 29-29-409-012-0000

Address: vacant parcel and roadway – 174th Street west of Halsted St.,

Homewood, Illinois