

# MEETING AGENDA



## Board of Trustees Meeting

Village of Homewood

October 22, 2024

Meeting Start Time: 7:00 PM

Village Hall Board Room

2020 Chestnut Road, Homewood, IL

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

Please see last page of agenda for virtual meeting information.

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

4. Introduction of Staff

5. Minutes:

Consider a motion to approve the minutes of the regular meeting of the Board of Trustees held on October 8, 2024.

6. Claims List:

Consider a motion to approve the Claims List of Tuesday, October 22, 2024 in the amount of \$587,691.72.

7. Hear from the Audience

8. Presentation(s):

View Chicago LLC will give a presentation of the proposed Halsted Street Gateway Digital Monument Sign.

9. Omnibus Vote: Consider a motion to pass, approve, authorize, accept, or award the following item(s):

A. Consider a motion to approve the reappointments of Carolyn Bury and Karl Persons to the Tree Committee for three-year terms ending on October 22, 2027.

B. R-3201/Inducement/Intent to Reimburse Tax Increment Financing Eligible Expenses: Pass a resolution declaring the Village of Homewood's intent to Reimburse TIF Eligible Expenditures related to the Harwood Transit Oriented Development (TOD) Tax Increment Financing District.

C. Redevelopment Agreement/CIG 2020 Homewood LLC/2018-2020 Ridge Road: Authorize the Village President to enter into a redevelopment agreement with CIG 2020 Homewood LLC for construction of a restaurant in the property located at 2018-2020 Ridge Road.

D. M-2320/Purchase and Sale Agreement/CIG 2020 Homewood LLC/2018-2020 Ridge Road: Pass an ordinance approving a Purchase and Sale Agreement between the Village of Homewood and CIG 2020 Homewood LLC for 2018-2020 Ridge Road.

- E. R-3202/Cook County Class 8/2018-2020 Ridge Road: Pass a resolution in support of a Cook County Class 8 incentive for the property located at 2018-2020 Ridge Road.
- F. M-2321/Plat of Dedication/175th Street: Pass an ordinance approving the Plat of Dedication for the right-of-way on 175th Street, as described in Exhibit B, to the Village of Homewood.
- G. Contract Amendment/Establishment of Tax Increment Financing District/Ryan LLC: Authorize the Village President to enter into amendment number one of the agreement with Ryan LLC for \$33,500, with a 15% cost contingency (\$5,025) to assist in establishing a TIF district in the area of the former Walmart on Halsted Street; and, approve a budget amendment in the amount of \$12,000.
- H. Purchase Approval/Roller/Alta Equipment Company, LLC: Waive competitive bidding due to utilizing a vendor through a cooperative purchasing program; and, approve the purchase of one (1) 2024 Volvo DD25B Roller from Alta Equipment Company, LLC of Orland Park, IL for a total purchase price of \$49,990 to be financed over a five-year period through a lease agreement.
- I. Purchase Approval/Towable Generator/Buckeye Power Sales: Waive competitive bidding due to Buckeye Power Sales being the local Kohler Power Systems vendor; and, approve the purchase of a 100kw Kohler towable generator from Buckeye Power Sales of Romeoville, IL in the total amount of \$82,759 to be financed over a five-year period through a lease agreement.
- J. Bid Award/Sanitary Sewer Lining Project/Hoerr Construction, Inc.: Award Sanitary Sewer Lining Project to Hoerr Construction, Inc. of Goodfield, IL, the lowest responsible bidder, at the unit prices of: \$34 per linear foot of 8” diameter sewer main, \$42 of 10” diameter sewer main, \$100 to reestablish service connections, \$3,850 each for 8” T-Liner, \$3,900 each for 10” T-Liner, and \$4,000 each for 12” T-Liner, in a total amount not to exceed \$384,060.

10. General Board Discussion

11. Adjourn

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

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

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

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

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

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

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VILLAGE OF HOMEWOOD  
BOARD OF TRUSTEES MEETING  
TUESDAY, OCTOBER 8, 2024  
VILLAGE HALL BOARD ROOM

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

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

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

President Hofeld introduced staff present: Village Manager Napoleon Haney, Village Attorney Chris Cummings, Director of Economic and Community Development Angela Mesaros, Finance Director Amy Zukowski, Police Chief Denise McGrath, and Director of Public Works Josh Burman.

MINUTES: The minutes of September 24, 2024, were presented. There were no comments or corrections.

A motion was made by Trustee Mason and seconded by Trustee Willis to approve the minutes as presented.

***Roll Call: AYES --Trustees Willis, Harris-Jones, Heiferman, Mason, Roman and Opyd. NAYS - None.***

CLAIMS LIST: The Claims List in the amount of \$1,810,670.86 was presented. There were no questions from the Trustees.

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

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

President Hofeld said four bills totaled 82 percent of the Claims List: \$323,592.10 to the City of Chicago Heights for Lake Michigan water; \$715,271.34 to the State of Illinois for ambulance calls reimbursement; \$255,384.34 for the October premium for employee insurance; \$182,372 to Curie Motors for the purchase of vehicles.

HEAR FROM THE AUDIENCE: President Hofeld invited anyone in the audience to address any subject not on the agenda. No comments were offered.

OATH OF OFFICE: Sgt. Kenneth Strunk served with the Homewood Police Department from June 2003 through June 2014. He left to serve in other capacities and returned to Homewood in January 2023. He took the sergeants exam in February and was first on the list which was used to promote him to the sergeant's rank on Oct. 6, 2024.

Clerk Thomas administered the oath of office to Sgt. Strunk.

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

**OMNIBUS VOTE:** The board is asked to pass, approve, authorize, accept, or award the following items:

- A. Reappointment/Beautification Committee/Arla Blocker: Approve the reappointment of Arla Blocker to the Beautification Committee for a five-year term ending on October 8, 2029.
- B. Lease Agreement/2024 Lease Program/BMO Harris Bank: Authorize the Village President to enter into a vehicle/equipment lease agreement between the Village and BMO Harris Bank for the Village’s 2024 lease program, subject to the Village Attorney’s review, which will provide for the replacement of seven (7) vehicle/equipment assets.
- C. Purchase Approval/Aerial Truck/Altec Industries, Inc.: Waive competitive bidding due to utilizing a vendor through a cooperative purchasing program; and, approve the purchase and delivery of one (1) Altec LR8-58RM Articulating Overcenter Aerial Truck from Altec Industries, Inc. of Birmingham, AL for a total purchase of \$199,276 to be financed over a five-year period through a lease agreement.
- D. Bid Award/Downtown Tree Grate Replacement/C&T Lawn Care, Inc.: Award a bid to the lowest responsible bidder for the for Downtown Tree Grate Replacement program to C&T Lawn Care, Inc. of Lynwood, IL, at a price of \$639 per tree grate in an amount not to exceed \$42,174. Funding for this project comes from Village’s allocation of American Rescue Plan Act (ARPA) funds.
- E. Agreement/Installation of Lighting Fixtures/HCF Homewood, LLC: Authorize the Village President to enter into an agreement with HCF Homewood, LLC for the installation of lighting fixtures on private property in the alleyway created by the buildings at 2033 Ridge Road and 2049 Ridge Road.
- F. Intergovernmental Agreement/Health Inspection Services/Cook County: Authorize the Village President to enter into an agreement with the Cook County Department of Public Health for Health Inspectional Services for the period of December 1, 2024 through November 30, 2025.
- G. Increase of Limited Scavenger Licenses/D&P Construction: Approve the issuance of a Limited Scavenger License to D&P Construction of Chicago, IL.
- H. Budget Amendment/Payment Authorization/Crosstown Design and Build, Inc.: Waive competitive bidding due to utilizing a contractor already on-site and able to perform the work at a significantly reduced cost; approve a budget amendment of \$34,043 to the General Fund; and, authorize a payment to Crosstown Design and Build, Inc. of Des Plaines, IL in the amount of \$34,042.26 for storm sewer work as a TIF reimbursement expense.
- I. M-2317/Solicitation of Alternate Bids/18134-18138 Dixie Highway: Pass an ordinance directing the Village Manager to solicit alternate bids and proposals for the development of the property at 18134-18138 Dixie Highway (former Savoia's T'go property) in the Downtown TOD Redevelopment Project Area.
- J. Mural Agreement/Invals International LLC/2049 Ridge Road: Authorize the Village President to enter into an agreement with Invals International LLC, the property owners of 2049 Ridge Road for the installation of a mural on the alleyway wall of the building.
- K. M-2318/Zoning Map Amendment/3131 Olive Road: Pass an ordinance granting an amendment to the zoning map to change the zoning designation at 3131 Olive Road from the B-3 General Business zoning district to the R-1 Single-Family Residence zoning district.

- L. M-2319/Planned Development/1313-1351 175th Street: Pass an ordinance granting a Planned Development for the 6.38-acre site located in the M-1 zoning district at 1313-1351 W. 175th Street, with modifications as proposed, subject to the following conditions: 1) Consolidate the six (6) parcels of the subject property before issuance of a certificate of occupancy. 2) Vacate the two public utility easements located between PIN #29-32-101-076 and PIN #29-32-101-047 with plans approved by the Village Engineer, before issuance of a certificate of occupancy.
- M. Agreement/Mutual Release and Settlement/Full Moon Development Inc./18155 Dixie Highway: Authorize the Village President to enter into a Mutual Release and Settlement Agreement with Full Moon Development Inc., which transfers the property at 18155 Dixie Highway (former Delanoe's property) to the Village of Homewood for a settlement amount not to exceed \$15,000.

Trustee Harris-Jones asked about Item C, five-year lease term. Finance Director Zukowski said that was the correct term of the lease.

Trustee Heiferman said he is excited to see the Apparel Redesigned project (Item L) coming to fruition, and he was happy to know the tree grates (Item D) were being replaced because they have been a trip hazard.

Trustee Mason asked for clarification on Item M for the amount in the settlement. Manager Haney said the Board approved \$17,000 for negotiations to reach a settlement, but he learned this afternoon that an agreement was reached at \$15,000.

Trustee Roman asked if the Village will be spreading the word about the redevelopment of the vacant site in downtown (Item I). She hopes it can draw attention for other proposed uses. Director Mesaros said announcements are going out on all the Village's social media platforms to draw attention to a proposed development.

Trustee Opyd asked about the mural agreement (Item J) and whether the building owner is responsible for maintenance. Manager Haney said the Village is responsible for this project and staff is hoping the mural will be there for seven to ten years. It will have a sealcoating on it to protect against the elements. The muralist heard ideas to incorporate in the mural at the Appearance Commission.

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

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

**GENERAL BOARD DISCUSSION:** Trustee Mason asked for an update on the FEMA response to the July tornado. Manager Haney said he was notified by Cook County that it will conduct a disaster relief intake at the Homewood Auditorium. No date has been set.

Trustee Opyd said she was happy to see people at the Fire Department's Open House on Saturday, and she helped celebrate the H-F Chronicle's 10th anniversary at a party on Saturday. Trustee Opyd invited the community to Witches Night Out starting at 5 p.m. Oct. 17 in downtown Homewood businesses.

President Hofeld said two new businesses will be opening next week. Ollie's will have its ribbon-cutting and grand opening on Oct. 16, and the Homewood Brewery opens Oct. 18.

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

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

The meeting adjourned at 7:20 p.m.

Respectfully submitted,

Marilyn Thomas  
Village Clerk

Name	Description	DEPARTMENT	Net Invoice Amount
ADVANCE SWEEPING SERVICE	STREET SWEEPING	PUBLIC WORKS	9,199.99
ADVANCE SWEEPING SERVICE	STREET SWEEPING	PUBLIC WORKS	2,499.99
Total ADVANCE SWEEPING SERVICES INC:			11,699.98
AIRGAS USA LLC	OPERATING SUPPLIES PW	PUBLIC WORKS	1,047.38
Total AIRGAS USA LLC:			1,047.38
ALTA CONSTRUCTION EQUIPM	L&M DEPT REPAIR PARTS	PUBLIC WORKS	484.11
Total ALTA CONSTRUCTION EQUIPMENT ILLINOIS LLC:			484.11
AMAZON CAPITAL SERVICES IN	EVENT SUPPLIES	MANAGER'S OFFICE	309.60
AMAZON CAPITAL SERVICES IN	REPLACEMENT HDD FOR HVAC COMPUTER VH	MANAGER'S OFFICE	51.50
AMAZON CAPITAL SERVICES IN	COMPUTER SUPPLIES	PUBLIC WORKS	97.49
AMAZON CAPITAL SERVICES IN	KEYBOARD	PUBLIC WORKS	156.22
AMAZON CAPITAL SERVICES IN	CITIZEN ACADEMY FINANCE SUPPLIES	MANAGER'S OFFICE	85.55
AMAZON CAPITAL SERVICES IN	DISPLAY PORT ADAPTERS FOR PD	MANAGER'S OFFICE	34.77
Total AMAZON CAPITAL SERVICES INC:			735.13
AMERICAN PLANNING ASSOCI	APA MEMBERSHIP & AICP CERTIFICATION DUES	MANAGER'S OFFICE	446.00
Total AMERICAN PLANNING ASSOCIATION:			446.00
ARTISTIC ENGRAVING	BADGE REPAIR	POLICE DEPARTMENT	47.50
Total ARTISTIC ENGRAVING:			47.50
AVALON PETROLEUM COMPAN	FUEL INVENTORY GASOLINE	ASSETS	9,828.55
AVALON PETROLEUM COMPAN	FUEL INVENTORY DIESEL	ASSETS	2,033.50
Total AVALON PETROLEUM COMPANY:			11,862.05
AZAVAR AUDIT SOLUTIONS	SALES TAX ANALYTICS & REPORTING	MANAGER'S OFFICE	750.00
Total AZAVAR AUDIT SOLUTIONS:			750.00
BERLANDS HOUSE OF TOOLS	BLDG MAINT SUPPLIES - PW	PUBLIC WORKS	276.93
Total BERLANDS HOUSE OF TOOLS:			276.93
BETTY DEENIK	INSURANCE PREMIUM REIMBURSEMENT	ASSETS	729.98
Total BETTY DEENIK:			729.98
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES - FD	FIRE DEPARTMENT	7.58
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES - FD	FIRE DEPARTMENT	801.64
Total BOUND TREE MEDICAL LLC:			809.22
BRANIFF COMMUNICATIONS IN	OUTDOOR WARNING SIREN	FIRE DEPARTMENT	1,030.00
Total BRANIFF COMMUNICATIONS INC:			1,030.00
BRITES TRANSPORATION LTD	SPOIL HAUL OUT	PUBLIC WORKS	5,500.00

Name	Description	DEPARTMENT	Net Invoice Amount
Total BRITES TRANSPORATION LTD:			5,500.00
BUCKEYE POWER SALES CO I	EQUIPMENT REPACEMENT PW	PUBLIC WORKS	8,140.00
Total BUCKEYE POWER SALES CO INC:			8,140.00
C & M PIPE SUPPLY	SEWER MATERIALS	PUBLIC WORKS	606.00
C & M PIPE SUPPLY	SEWER MATERIALS	PUBLIC WORKS	286.00
C & M PIPE SUPPLY	SEWER PIPE AND FITTINGS	PUBLIC WORKS	1,092.00
Total C & M PIPE SUPPLY:			1,984.00
C & T LAWN AND LANDSCAPE	VACANT VILLAGE PROPERTY MOWING	PUBLIC WORKS	1,320.00
Total C & T LAWN AND LANDSCAPE:			1,320.00
CARGILL INC	MATERIALS & CHEMICALS - PW	PUBLIC WORKS	3,532.95
Total CARGILL INC:			3,532.95
CDW GOVERNMENT INC	OPERATING SUPPLIES	MANAGER'S OFFICE	128.00
Total CDW GOVERNMENT INC:			128.00
CLINTON JOHNSON	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	1,292.47
Total CLINTON JOHNSON:			1,292.47
CONSERV FS INC	SHOVELS	PUBLIC WORKS	490.01
Total CONSERV FS INC:			490.01
COOK COUNTY SHERIFF	BASIC POLICE RECRUIT TRAINING	POLICE DEPARTMENT	9,750.00
Total COOK COUNTY SHERIFF:			9,750.00
CORE & MAIN LP	WATER METER CLOUD SUBSCRIPTION	PUBLIC WORKS	26,879.00
Total CORE & MAIN LP:			26,879.00
CURRIE MOTORS (PARTS)	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	128.43
CURRIE MOTORS (PARTS)	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	28.84
CURRIE MOTORS (PARTS)	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	171.67
CURRIE MOTORS (PARTS)	STREET DEPT REPAIR PARTS	PUBLIC WORKS	135.15
Total CURRIE MOTORS (PARTS):			464.09
D CONSTRUCTION INC	ASPHALT	PUBLIC WORKS	113.90
D CONSTRUCTION INC	ASPHALT	PUBLIC WORKS	211.72
Total D CONSTRUCTION INC:			325.62
DACRA ADJUDICATION LLC	MOS/MOVE/ABC MONTHLY FEE	POLICE DEPARTMENT	1,350.00
Total DACRA ADJUDICATION LLC:			1,350.00



Name	Description	DEPARTMENT	Net Invoice Amount
DELL MARKETING LP	LAPTOP PURCHASE - FD	MANAGER'S OFFICE	2,422.20
Total DELL MARKETING LP:			2,422.20
DELTA SONIC CAR WASH	POLICE VEHICLE WASHES	PUBLIC WORKS	359.82
DELTA SONIC CAR WASH	VEHICLE WASHES	PUBLIC WORKS	31.50
Total DELTA SONIC CAR WASH:			391.32
DENNIS GIOMETTI	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	484.80
Total DENNIS GIOMETTI:			484.80
DIKA HOMEWOOD LLC	BURLINGTON SALES TAX SHARING	MANAGER'S OFFICE	5,104.54
Total DIKA HOMEWOOD LLC:			5,104.54
DIRECTION PROMO INC	TOD PLAN - PRINT	MANAGER'S OFFICE	255.56
Total DIRECTION PROMO INC:			255.56
DLT SOLUTIONS LLC	QUEST RAPID RECOVERY SOFTWARE	MANAGER'S OFFICE	1,571.64
Total DLT SOLUTIONS LLC:			1,571.64
DMC SECURITY SERVICES INC	ALARM MONITORING	PUBLIC WORKS	66.00
DMC SECURITY SERVICES INC	ALARM MONITORING	PUBLIC WORKS	132.00
Total DMC SECURITY SERVICES INC:			198.00
DYNEGY ENERGY SERVIC	ENERGY	PUBLIC WORKS	5,718.30
DYNEGY ENERGY SERVIC	ENERGY	PUBLIC WORKS	4,588.73
Total DYNEGY ENERGY SERVIC:			10,307.03
E-COM	FY 2024-2025 Q3 OPERATING	POLICE DEPARTMENT	100,371.40
Total E-COM:			100,371.40
EVT TECH	CONTRACTUAL SERVICE PW	PUBLIC WORKS	395.00
EVT TECH	CONTRACTUAL SERVICE PW	PUBLIC WORKS	135.00
Total EVT TECH:			530.00
EXPERT CHEMICAL	DISPOSABLE COMMODITIES	PUBLIC WORKS	119.00
EXPERT CHEMICAL	DISPOSABLE COMMODITIES	PUBLIC WORKS	361.75
EXPERT CHEMICAL	DISPOSABLE COMMODITIES	PUBLIC WORKS	452.22
EXPERT CHEMICAL	DISPOSABLE COMMODITIES	PUBLIC WORKS	295.02
Total EXPERT CHEMICAL:			1,227.99
FLEET SAFETY SUPPLY	DOCKING STATION - 2800	FIRE DEPARTMENT	881.00
FLEET SAFETY SUPPLY	VEHICLE PURCHASE EQUIPMENT - PW	PUBLIC WORKS	742.62
FLEET SAFETY SUPPLY	MOTION ADAPTER	FIRE DEPARTMENT	304.02
FLEET SAFETY SUPPLY	COMMUNICATIONS EQUIP - E28	FIRE DEPARTMENT	54.82
FLEET SAFETY SUPPLY	VEHICLE PURCHASE EQUIPMENT - PW	PUBLIC WORKS	3,891.37
FLEET SAFETY SUPPLY	VEHICLE PURCHASE EQUIPMENT - PD	PUBLIC WORKS	5,459.77

Name	Description	DEPARTMENT	Net Invoice Amount
FLEET SAFETY SUPPLY	VEHICLE PURCHASE EQUIPMENT - PD	PUBLIC WORKS	5,499.72
Total FLEET SAFETY SUPPLY:			16,833.32
FLOW TECHNICS INC	EMERGENCY PUMP REPAIR LIFT STATION 10	PUBLIC WORKS	6,535.25
FLOW TECHNICS INC	EMERGENCY PUMP REPAIR LIFT STATION 10	PUBLIC WORKS	6,535.25
Total FLOW TECHNICS INC:			13,070.50
FORD OF HOMEWOOD	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	82.80
FORD OF HOMEWOOD	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	50.00
FORD OF HOMEWOOD	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	84.38
FORD OF HOMEWOOD	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	353.10
Total FORD OF HOMEWOOD:			570.28
GALLAGHER MATERIALS	ASPHALT	PUBLIC WORKS	69.00
GALLAGHER MATERIALS	ASPHALT	PUBLIC WORKS	207.00
Total GALLAGHER MATERIALS:			276.00
GFC LEASING	COPIER/PRINTER LEASE	MANAGER'S OFFICE	944.23
GFC LEASING	COPIER METERS	MANAGER'S OFFICE	107.00
GFC LEASING	MONTHLY AGREEMENT	MANAGER'S OFFICE	1,245.65
Total GFC LEASING:			2,296.88
GRAINGER INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	741.81
GRAINGER INC	OPERATING SUPPLIES PW	PUBLIC WORKS	22.80
GRAINGER INC	OPERATING SUPPLIES PW	PUBLIC WORKS	247.64
GRAINGER INC	OPERATING SUPPLIES PW	PUBLIC WORKS	56.06
Total GRAINGER INC:			1,068.31
GREAT LAKES CONCRETE LLC	OPERATING SUPPLIES - PW	PUBLIC WORKS	35.00
GREAT LAKES CONCRETE LLC	OPERATING SUPPLIES - PW	PUBLIC WORKS	9.00
Total GREAT LAKES CONCRETE LLC:			44.00
GW BERKHEIMER CO INC	HVAC MATERIALS	PUBLIC WORKS	328.17
GW BERKHEIMER CO INC	HVAC MATERIALS	PUBLIC WORKS	34.59
Total GW BERKHEIMER CO INC:			362.76
HELSEL JEPPEPERSON ELECTRI	BREAKER FOR SIREN	PUBLIC WORKS	48.06
HELSEL JEPPEPERSON ELECTRI	TRUCK STOCK	PUBLIC WORKS	126.29
Total HELSEL JEPPEPERSON ELECTRICAL:			174.35
HOME CLEANING CENTER OF	BCTC CLEANING	FIRE DEPARTMENT	300.00
Total HOME CLEANING CENTER OF AMERICA:			300.00
HOMEWOOD BUSINESS ASSO	HBA DUES	MANAGER'S OFFICE	200.00
Total HOMEWOOD BUSINESS ASSOCIATION:			200.00

Name	Description	DEPARTMENT	Net Invoice Amount
HOMEWOOD DISPOSAL	DUMP CHARGES	PUBLIC WORKS	644.80
HOMEWOOD DISPOSAL	DUMP CHARGES	PUBLIC WORKS	80.00
HOMEWOOD DISPOSAL	GARBAGE AND DUMPSTER FALL FEST	MANAGER'S OFFICE	227.15
HOMEWOOD DISPOSAL	DUMP CHARGES	PUBLIC WORKS	262.90
HOMEWOOD DISPOSAL	DUMP CHARGES	PUBLIC WORKS	394.90
HOMEWOOD DISPOSAL	DUMP CHARGES	PUBLIC WORKS	623.54
HOMEWOOD DISPOSAL	DUMP CHARGES	PUBLIC WORKS	88.00
Total HOMEWOOD DISPOSAL:			2,321.29
HOMEWOOD PTA	CHILI COOK OFF DONATION	MANAGER'S OFFICE	2,310.00
Total HOMEWOOD PTA:			2,310.00
HOMEWOOD ROTARY CLUB	HOMEWOOD ROTARY DUES	MANAGER'S OFFICE	195.00
Total HOMEWOOD ROTARY CLUB:			195.00
HR GREEN INC	BRIDGE INSPECTION	PUBLIC WORKS	4,596.85
HR GREEN INC	BRIDGE INSPECTION	PUBLIC WORKS	4,886.25
Total HR GREEN INC:			9,483.10
ILCMA	JOB AD POSTING FEE - AVM	MANAGER'S OFFICE	50.00
Total ILCMA:			50.00
INSIGHTFUL CRISIS RESPONS	MENTAL HEALTH AWARENESS & RESPONSE	POLICE DEPARTMENT	2,000.00
Total INSIGHTFUL CRISIS RESPONSE LLC:			2,000.00
JAMES ANDERSON	TRAVEL REIMBURSEMENT - PWX	PUBLIC WORKS	59.13
Total JAMES ANDERSON:			59.13
JAMES FINFROCK	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	468.80
Total JAMES FINFROCK:			468.80
JOHN RASMAS	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	208.97
Total JOHN RASMAS:			208.97
JOSHUA BURMAN	TRAVEL REIMBURSEMENT-PWX	PUBLIC WORKS	1,208.45
Total JOSHUA BURMAN :			1,208.45
JUSTIN MICHAEL PRZYBYCIEN	FARMERS MARKET ENTERTAINMENT	MANAGER'S OFFICE	900.00
Total JUSTIN MICHAEL PRZYBYCIEN:			900.00
KENNETH STRUNK	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	114.00
Total KENNETH STRUNK:			114.00
KEVIN W SHAUGHNESSY	POLYGRAPH TESTING SRVC - PD	MANAGER'S OFFICE	250.00

Name	Description	DEPARTMENT	Net Invoice Amount
Total KEVIN W SHAUGHNESSY:			250.00
LBM TOOLS LLC	VEHICLE MAINT DEPT TOOLS	PUBLIC WORKS	201.25
Total LBM TOOLS LLC:			201.25
LEXIPOL LLC	CONTRACT TERM 12/1/24 TO 11/30/25	FIRE DEPARTMENT	9,694.59
Total LEXIPOL LLC:			9,694.59
LEXISNEXIS RISK DATA MANAG	BACKGROUND CHECKS	POLICE DEPARTMENT	200.00
Total LEXISNEXIS RISK DATA MANAGEMENT:			200.00
LOGSDON CONSULTATION SER	MONTHLY SUBSCRIPTION	FIRE DEPARTMENT	375.00
Total LOGSDON CONSULTATION SERVICES:			375.00
LOTT #1 INC	PRISONER MEALS	POLICE DEPARTMENT	126.31
Total LOTT #1 INC:			126.31
M & O ENVIRONMENTAL	TESTING	MANAGER'S OFFICE	7,400.00
M & O ENVIRONMENTAL	TESTING	PUBLIC WORKS	4,900.00
Total M & O ENVIRONMENTAL:			12,300.00
MARIAN KIEPURA	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	338.06
Total MARIAN KIEPURA:			338.06
MENARDS INC	SEWER MATERIALS	PUBLIC WORKS	59.85
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	383.98
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	23.98
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	84.03
MENARDS INC	DRAIN TILES	PUBLIC WORKS	99.98
MENARDS INC	SHOP SUPPLIES	PUBLIC WORKS	17.96
MENARDS INC	OPERATING SUPPLIES PW	PUBLIC WORKS	40.42
MENARDS INC	SHOP SUPPLIES	PUBLIC WORKS	322.96
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	49.99
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	34.95
MENARDS INC	OPERATING SUPPLIES - FD	FIRE DEPARTMENT	81.97
MENARDS INC	OPERATING SUPPLIES	PUBLIC WORKS	33.25
MENARDS INC	OPERATING SUPPLIES	PUBLIC WORKS	92.12
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	21.66
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	4.99
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	4.99
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	37.48
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	93.44
Total MENARDS INC:			1,488.00
MICHAEL BARTELSEN	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	402.14
Total MICHAEL BARTELSEN:			402.14

Name	Description	DEPARTMENT	Net Invoice Amount
MICHAEL NICKOLAOU	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	188.06
Total MICHAEL NICKOLAOU:			188.06
MONARCH AUTO SUPPLY INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	89.73
MONARCH AUTO SUPPLY INC	WATER DEPT REPAIR PARTS	PUBLIC WORKS	164.48
MONARCH AUTO SUPPLY INC	OPERATING SUPPLIES PW	PUBLIC WORKS	1,160.28
MONARCH AUTO SUPPLY INC	WATER DEPT REPAIR PARTS	PUBLIC WORKS	154.74
MONARCH AUTO SUPPLY INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	60.00
Total MONARCH AUTO SUPPLY INC:			1,629.23
MUNICIPAL CLERKS OF S/W SU	MEMBERSHIP-VIL CLRK/DEP CLRK	MANAGER'S OFFICE	30.00
Total MUNICIPAL CLERKS OF S/W SUBURBS:			30.00
NICOLE FISHER	FARMERS MARKET MANAGER	MANAGER'S OFFICE	2,431.25
Total NICOLE FISHER:			2,431.25
NIX NAX	UNIFORM EMBROIDERY	FIRE DEPARTMENT	30.00
NIX NAX	UNIFORM EMBROIDERY	FIRE DEPARTMENT	15.00
NIX NAX	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	45.00
Total NIX NAX:			90.00
NORTH EAST MULTI-REGIONAL	TRAINING-PD	POLICE DEPARTMENT	80.00
Total NORTH EAST MULTI-REGIONAL TRAINING:			80.00
O'HERRON CO	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	347.63
O'HERRON CO	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	1,034.17
O'HERRON CO	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	1,185.43
O'HERRON CO	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	275.39
O'HERRON CO	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	552.43
Total O'HERRON CO:			3,395.05
OLD NATIONAL BANK/FD	FD OPEN HOUSE STAFF LUNCH	FIRE DEPARTMENT	169.43
OLD NATIONAL BANK/FD	DINNER FOR SHIFTS AT BCTD	FIRE DEPARTMENT	235.03
OLD NATIONAL BANK/FD	FIRST AID KITS FOR CLASS	FIRE DEPARTMENT	399.60
OLD NATIONAL BANK/FD	FD OPEN HOUSE SUPPLIES	FIRE DEPARTMENT	349.66
OLD NATIONAL BANK/FD	FD OPEN HOUSE SUPPLIES	FIRE DEPARTMENT	22.92
OLD NATIONAL BANK/FD	UNIFORMS	FIRE DEPARTMENT	552.10
OLD NATIONAL BANK/FD	EVENT GIFT CARDS	FIRE DEPARTMENT	220.00
OLD NATIONAL BANK/FD	EMERGENCY RESCUE BLANKETS	FIRE DEPARTMENT	80.42
OLD NATIONAL BANK/FD	BANNER	FIRE DEPARTMENT	97.48
OLD NATIONAL BANK/FD	OPEN HOUSE	FIRE DEPARTMENT	49.97
OLD NATIONAL BANK/FD	OPERATING SUPPLIES	FIRE DEPARTMENT	600.00
Total OLD NATIONAL BANK/FD:			2,776.61
OLD NATIONAL BANK/FIN	FINANCE LUNCH	MANAGER'S OFFICE	30.56
OLD NATIONAL BANK/FIN	CITIZEN ACADEMY FINANCE GIVEAWAYS	MANAGER'S OFFICE	30.00
Total OLD NATIONAL BANK/FIN:			60.56

Name	Description	DEPARTMENT	Net Invoice Amount
OLD NATIONAL BANK/MO	FALL FEST EQUIPMENT	MANAGER'S OFFICE	6,607.57
OLD NATIONAL BANK/MO	FALL FEST ENTERTAINMENT	MANAGER'S OFFICE	2,345.00
OLD NATIONAL BANK/MO	RENTALS	MANAGER'S OFFICE	55.00
OLD NATIONAL BANK/MO	FALL FEST SUPPLIES	MANAGER'S OFFICE	1,750.00
OLD NATIONAL BANK/MO	FALL FEST SUPPLIES	MANAGER'S OFFICE	41.97
OLD NATIONAL BANK/MO	HOLIDAY LIGHTS RENTAL DEPOSIT	MANAGER'S OFFICE	644.25
OLD NATIONAL BANK/MO	VENDOR BREAKFAST	MANAGER'S OFFICE	69.97
OLD NATIONAL BANK/MO	FALL FEST EQUIPMENT	MANAGER'S OFFICE	686.40
OLD NATIONAL BANK/MO	MEMBERSHIP DUES	MANAGER'S OFFICE	72.90
OLD NATIONAL BANK/MO	CONFERENCE REGISTRATION	MANAGER'S OFFICE	610.00
OLD NATIONAL BANK/MO	APPLE MUSIC SEPTEMBER	MANAGER'S OFFICE	10.99
OLD NATIONAL BANK/MO	ANNUAL MEETING LUNCHEON	MANAGER'S OFFICE	108.12
OLD NATIONAL BANK/MO	RECRUITMENT	MANAGER'S OFFICE	6,000.00
OLD NATIONAL BANK/MO	COMCAST CONSOLIDATED BILL	MANAGER'S OFFICE	1,496.69
OLD NATIONAL BANK/MO	COMCAST CONSOLIDATED BILL	MANAGER'S OFFICE	21.00
OLD NATIONAL BANK/MO	CONSTANT CONTACT MONTHLY	MANAGER'S OFFICE	157.00
OLD NATIONAL BANK/MO	GET WELL GIFT	MANAGER'S OFFICE	63.74
OLD NATIONAL BANK/MO	CONGRATULATIONS GIFT	MANAGER'S OFFICE	79.68
OLD NATIONAL BANK/MO	LUNCHEON MEETING	MANAGER'S OFFICE	59.23
OLD NATIONAL BANK/MO	EXCHANGE ONLINE SUBSCRIPTION ANNUAL	MANAGER'S OFFICE	18,790.82
OLD NATIONAL BANK/MO	SHAREPOINT PLAN RENEWAL	MANAGER'S OFFICE	540.00
OLD NATIONAL BANK/MO	QUARTERLY BUSINESS LUNCHEON	MANAGER'S OFFICE	110.40
OLD NATIONAL BANK/MO	MARKETING MATERIALS	MANAGER'S OFFICE	50.00
OLD NATIONAL BANK/MO	MARKETING MATERIALS	MANAGER'S OFFICE	488.05
OLD NATIONAL BANK/MO	ZOOM MONTHLY	MANAGER'S OFFICE	40.00
Total OLD NATIONAL BANK/MO:			40,898.78
OLD NATIONAL BANK/PD	OFFICE SUPPLIES	POLICE DEPARTMENT	26.22
OLD NATIONAL BANK/PD	OFFICE SUPPLIES	POLICE DEPARTMENT	74.90
OLD NATIONAL BANK/PD	OFFICE SUPPLIES	POLICE DEPARTMENT	82.34
OLD NATIONAL BANK/PD	RANGE SUPPLIES	POLICE DEPARTMENT	86.09
OLD NATIONAL BANK/PD	OFFICE SUPPLIES	POLICE DEPARTMENT	92.45
OLD NATIONAL BANK/PD	EVIDENCE BAGS	POLICE DEPARTMENT	40.88
OLD NATIONAL BANK/PD	EVIDENCE TAGS	POLICE DEPARTMENT	49.82
OLD NATIONAL BANK/PD	SENIOR ID BRACELETS	ASSETS	131.88
OLD NATIONAL BANK/PD	OFFICE SUPPLIES	POLICE DEPARTMENT	36.26
OLD NATIONAL BANK/PD	EVIDENCE SUPPLIES	POLICE DEPARTMENT	53.95
OLD NATIONAL BANK/PD	REFUND FOR RETURNED ITEM	POLICE DEPARTMENT	49.82
OLD NATIONAL BANK/PD	OFFICE SUPPLIES	POLICE DEPARTMENT	53.69
OLD NATIONAL BANK/PD	MISC CHARGES	POLICE DEPARTMENT	265.63
OLD NATIONAL BANK/PD	MISC CHARGES CREDIT	POLICE DEPARTMENT	265.63
OLD NATIONAL BANK/PD	PD TRAINING	POLICE DEPARTMENT	2,200.00
OLD NATIONAL BANK/PD	PD TRAINING	POLICE DEPARTMENT	1,100.00
OLD NATIONAL BANK/PD	OFFICE SUPPLIES	POLICE DEPARTMENT	96.26
OLD NATIONAL BANK/PD	PD CLERK TRAINING	POLICE DEPARTMENT	159.00
Total OLD NATIONAL BANK/PD:			4,233.92
OLD NATIONAL BANK/PW	TRAINING LUNCH	PUBLIC WORKS	252.78
OLD NATIONAL BANK/PW	BUILDING MAINT EQUIPMENT	PUBLIC WORKS	313.92
OLD NATIONAL BANK/PW	PARKING SIGNS	PUBLIC WORKS	391.20
OLD NATIONAL BANK/PW	LODGING REIMBURSEMENT-PWX	PUBLIC WORKS	1,090.80
Total OLD NATIONAL BANK/PW:			2,048.70
PARK AVENUE RECOVERY	BIOHAZARD CLEANING	POLICE DEPARTMENT	150.00

Name	Description	DEPARTMENT	Net Invoice Amount
PARK AVENUE RECOVERY	ME TRANSPORT	POLICE DEPARTMENT	350.00
Total PARK AVENUE RECOVERY:			500.00
PETTY CASH	PETTY CASH - PD	MANAGER'S OFFICE	14.31
PETTY CASH	PETTY CASH - PD	POLICE DEPARTMENT	16.00
PETTY CASH	PETTY CASH - PD	POLICE DEPARTMENT	81.23
PETTY CASH	PETTY CASH - PD	POLICE DEPARTMENT	204.66
PETTY CASH	PETTY CASH - FIN	MANAGER'S OFFICE	8.84
Total PETTY CASH:			325.04
RED WING BUSINESS ADVANT	WORK BOOTS	PUBLIC WORKS	233.48
Total RED WING BUSINESS ADVANTAGE:			233.48
RELIANCE SAFETY LANE & SE	VEHICLE SAFETY INSPECTION - PW	PUBLIC WORKS	92.50
Total RELIANCE SAFETY LANE & SERVICE:			92.50
ROD BAKER FORD SALES INC	CONTRACTUAL SERVICE - PW	PUBLIC WORKS	299.93
ROD BAKER FORD SALES INC	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	404.95
Total ROD BAKER FORD SALES INC:			704.88
ROEDA INC	VEHICLE PURCHASE PW	PUBLIC WORKS	380.39
Total ROEDA INC:			380.39
ROMEDEVILLE FIRE ACADEMY	TRAINING - FD	FIRE DEPARTMENT	400.00
Total ROMEDEVILLE FIRE ACADEMY:			400.00
RYAN RASMAS	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	502.95
Total RYAN RASMAS:			502.95
SEBIS - POSTAGE	SEBIS POSTAGE	PUBLIC WORKS	3,228.29
Total SEBIS - POSTAGE:			3,228.29
SEBIS DIRECT INC	SEBIS DIRECT	PUBLIC WORKS	690.00
Total SEBIS DIRECT INC:			690.00
SHEPLEY MOTOR EXPRESS	1" STONE	PUBLIC WORKS	3,702.09
SHEPLEY MOTOR EXPRESS	CA-6 STONE	PUBLIC WORKS	4,399.02
SHEPLEY MOTOR EXPRESS	STONE	PUBLIC WORKS	3,793.67
SHEPLEY MOTOR EXPRESS	STONE	PUBLIC WORKS	6,779.62
SHEPLEY MOTOR EXPRESS	STONE	PUBLIC WORKS	4,602.72
Total SHEPLEY MOTOR EXPRESS:			23,277.12
SNAP-ON INDUSTRIAL	VEHICLE MAINTENANCE TOOL	PUBLIC WORKS	202.06
Total SNAP-ON INDUSTRIAL:			202.06

Name	Description	DEPARTMENT	Net Invoice Amount
SOUND INCORPORATED	MONTHLY HOSTING SERVICES	MANAGER'S OFFICE	495.00
Total SOUND INCORPORATED:			495.00
SOUTH SUBURBAN HUMANE S	ANIMAL IMPOUNDS	POLICE DEPARTMENT	520.00
Total SOUTH SUBURBAN HUMANE SOCIETY:			520.00
SOUTH SUBURBAN PADS	SEPTEMBER PADS CONTRIBUTION	ASSETS	240.00
Total SOUTH SUBURBAN PADS:			240.00
STANDARD INDUSTRIAL & AUT	CONTRACTUAL SERVICE PW	PUBLIC WORKS	760.07
Total STANDARD INDUSTRIAL & AUTO EQUIPMENT INC:			760.07
STEVEN BRANDENBURGER	TRAINING EXPENSE REIMBURSEMENT	POLICE DEPARTMENT	598.75
Total STEVEN BRANDENBURGER:			598.75
STRADA CONSTRUCTION	CONCRETE/OUTSIDE CONTR - STREET DEPT	PUBLIC WORKS	5,282.30
STRADA CONSTRUCTION	CONCRETE/OUTSIDE CONTR - UTILITY DEPT	PUBLIC WORKS	14,782.40
STRADA CONSTRUCTION	CONCRETE/OUTSIDE CONTR - UTILITY DEPT	PUBLIC WORKS	5,000.00
STRADA CONSTRUCTION	CONCRETE/FLATWORK SIDEWALKS 50/50	PUBLIC WORKS	19,639.50
STRADA CONSTRUCTION	CONCRETE/FLATWORK SIDEWALKS	PUBLIC WORKS	40,199.53
STRADA CONSTRUCTION	CONCRETE/OUTSIDE CONTR - PW	PUBLIC WORKS	1,887.00
Total STRADA CONSTRUCTION:			86,790.73
SYLVIA ALEXANDER	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	24.28
Total SYLVIA ALEXANDER:			24.28
TELCOM INNOVATIONS GROUP	RECORDING SYSTEM UPGRADE FOR PD	PUBLIC WORKS	3,763.00
Total TELCOM INNOVATIONS GROUP LLC:			3,763.00
THE CONSERVATION FOUNDAT	SNOW TRAINING CLASS	PUBLIC WORKS	60.00
Total THE CONSERVATION FOUNDATION:			60.00
THE STUTTLEY GROUP LLC	ADMINISTRATIVE HEARING OFFICER	MANAGER'S OFFICE	500.00
Total THE STUTTLEY GROUP LLC:			500.00
THIRD DISTRIC FIRE CHIEF AS	QUARTERLY MABAS DUES	FIRE DEPARTMENT	1,818.00
THIRD DISTRIC FIRE CHIEF AS	TINLEY PARK DISPATCH FEES	FIRE DEPARTMENT	250.00
Total THIRD DISTRIC FIRE CHIEF ASSOCIATION:			2,068.00
THORN CREEK BASIN SAN DIS	TCBSD REVENUE PAYOUT	ASSETS	94,661.17
THORN CREEK BASIN SAN DIS	LATE PMT PENALTIES CHARGED TO CUSTOMERS	ASSETS	1,344.07
Total THORN CREEK BASIN SAN DISTRICT:			96,005.24
TIMOTHY HANNIG	80% MEDICARE SUPPLEMENT REIMBUSREMENT	MANAGER'S OFFICE	694.40



Name	Description	DEPARTMENT	Net Invoice Amount
Total TIMOTHY HANNIG:			694.40
T-MOBILE	T-MOBILE CELL PHONES AND IPADS	MANAGER'S OFFICE	1,364.30
Total T-MOBILE:			1,364.30
TPI BUILDING CODE CONSULT	PLAN REVIEWS SEPTEMBER 2024	FIRE DEPARTMENT	1,164.45
Total TPI BUILDING CODE CONSULTANTS:			1,164.45
TRAFFIC CONTROL & PROTEC	SIGNS	PUBLIC WORKS	542.50
Total TRAFFIC CONTROL & PROTECTION LLC:			542.50
TREVOR SIMS	WATER DEPOSIT REFUND	ASSETS	54.08
Total TREVOR SIMS:			54.08
TRL TIRE SERVICE	PUBLIC WORKS TIRES	PUBLIC WORKS	115.26
Total TRL TIRE SERVICE:			115.26
TRONC	LEGAL NOTICES	MANAGER'S OFFICE	367.50
Total TRONC:			367.50
ULINE	OFFICE CHAIR	PUBLIC WORKS	337.76
ULINE	STEEL SHELVING	PUBLIC WORKS	361.40
Total ULINE:			699.16
UTERMARK & SONS QUALITY L	GRASS CUTTING	FIRE DEPARTMENT	182.93
UTERMARK & SONS QUALITY L	GRASS CUTTING	FIRE DEPARTMENT	25.75
Total UTERMARK & SONS QUALITY LAWN CARE CO:			208.68
VERIZON WIRELESS SVCS LLC	MOBILE PHONE SERVICE-ALL DEPTS	MANAGER'S OFFICE	585.68
Total VERIZON WIRELESS SVCS LLC:			585.68
VESTIS GROUP INC	UNIFORM	PUBLIC WORKS	89.12
VESTIS GROUP INC	UNIFORM	PUBLIC WORKS	95.68
VESTIS GROUP INC	UNIFORM	PUBLIC WORKS	66.88
VESTIS GROUP INC	UNIFORM	PUBLIC WORKS	210.40
VESTIS GROUP INC	UNIFORM	PUBLIC WORKS	856.77
VESTIS GROUP INC	UNIFORM	PUBLIC WORKS	29.76
VESTIS GROUP INC	UNIFORM	PUBLIC WORKS	78.00
VESTIS GROUP INC	UNIFORM	PUBLIC WORKS	1,082.00
VESTIS GROUP INC	UNIFORM	PUBLIC WORKS	154.74
Total VESTIS GROUP INC:			2,663.35
VILLAGE OF LYNWOOD	RANGE FEE	POLICE DEPARTMENT	2,400.00
Total VILLAGE OF LYNWOOD:			2,400.00

Name	Description	DEPARTMENT	Net Invoice Amount
WALTS FOOD CENTER	FD OPEN HOUSE SUPPLIES	FIRE DEPARTMENT	31.92
WALTS FOOD CENTER	CITIZEN CIVICS ACADEMY	MANAGER'S OFFICE	11.38
Total WALTS FOOD CENTER:			43.30
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	MANAGER'S OFFICE	531.71
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	PUBLIC WORKS	126.25
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	MANAGER'S OFFICE	12.00
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	PUBLIC WORKS	12.94
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	PUBLIC WORKS	88.56
Total WAREHOUSE DIRECT OFFICE PDTS:			771.46
WENTWORTH TIRE SERVICE IN	VEHICLE TIRES-PW	PUBLIC WORKS	300.99
Total WENTWORTH TIRE SERVICE INC:			300.99
WEST SIDE TRACTOR SALES	STREET DEPT REPAIR PARTS	PUBLIC WORKS	330.24
WEST SIDE TRACTOR SALES	RETURN CREDIT PW	PUBLIC WORKS	250.30-
Total WEST SIDE TRACTOR SALES:			79.94
WEX BANK	POLICE DEPT FUEL	PUBLIC WORKS	311.84
Total WEX BANK:			311.84
WISCO	OXYGEN - FD	FIRE DEPARTMENT	209.50
Total WISCO:			209.50
WORKING WELL	PRE EMPLOYMENT PHYSICAL-PD	MANAGER'S OFFICE	1,062.00
Total WORKING WELL:			1,062.00
Grand Totals:			587,691.72

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

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



## BOARD AGENDA MEMORANDUM

DATE OF MEETING: **October 22, 2024**

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

**Through:** Napoleon Haney, Village Manager

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

**Topic:** Inducement Resolution – 2024 Chestnut Road

### PURPOSE

The Village has a Letter of Intent with a developer, Tim Flanagan, and HFC II Homewood, LLC, for the purchase and redevelopment of the property at 2024 Chestnut Road. The property is currently a public parking lot which is owned by the Village. The proposal involves the construction of a five-story, 59-unit residential building with interior parking and amenities. The Village anticipates entering into a redevelopment agreement for incentives.

The property is located within the Downtown Transit Oriented Development (TOF) Tax Increment Financing District. The developer is expected to incur costs for the redevelopment of the property before the creation of a new Tax Increment Financing (TIF) district and before approval of the redevelopment agreement. In addition, the Village will incur costs related to the eligibility study and adoption of the TIF district. A TIF inducement resolution is a resolution that encourages a developer to incur costs before a TIF district is established and to be reimbursed for eligible expenditures after the TIF is created. The resolution also allows the Village to incur costs and be reimbursed after the TIF is created.

### PROCESS

In 2006, the Village consolidated six (6) parcels at the northeast corner of Chestnut Road and Harwood Avenue. The subject property was identified as a key redevelopment site. The Village began discussions with a developer regarding this property in 2022. On July 25, 2023, the Village approved a Letter of Intent (LOI) with Tim Flanagan and HCF Homewood II, LLC to purchase and redevelop the Village Hall parking lot. Since then, Tim Flanagan has indicated that the developer's name has changed to VPL Homewood, LLC.

The property is located within the Downtown TOD Tax Increment Financing District. The Village has engaged Ryan LLC (formerly Kane, McKenna & Associates) to prepare an eligibility study under the TIF Act to remove approximately thirty parcels from the existing Downtown TOD TIF district to create the new TIF. The new TIF would encompass the area of Harwood east to Dixie Highway and Ridge Road north to the Dixie viaduct that includes the subject property. The anticipated date for designation of the TIF district is March 2025.



With an inducement resolution in place, the developer has some assurances that their pre-development work (architects, engineering, etc.) if TIF eligible, would be reimbursed once a redevelopment agreement (RDA) is in place. If a RDA is never realized, the Village is not obligated to reimburse the developer for any costs related to the proposed development.

## **OUTCOME**

The property is ideally located in proximity to the Metra station. Passage of the inducement resolution will allow, but will not bind, the Village to enter into a redevelopment agreement at a later date and reimburse the developer for those previously incurred expenses. The benefit of such a development is that it brings more residents to the downtown that will frequent the restaurants and stores, increases overall property values in the vicinity, and strengthens and enhances the Village's tax base.

## **FINANCIAL IMPACT**

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

## **LEGAL REVIEW**

Completed

## **RECOMMENDED BOARD ACTION**

Pass a resolution declaring the Village of Homewood's intent to Reimburse TIF Eligible Expenditures related to the Harwood Transit Oriented Development (TOD) Tax Increment Financing District.

## **ATTACHMENT(S)**

Resolution

**RESOLUTION NO. 3201**

**A RESOLUTION DECLARING THE VILLAGE OF HOMEWOOD’S INTENT TO REIMBURSE TIF ELIGIBLE EXPENDITURES FOR THE PROPOSED HARWOOD TOD TAX INCREMENT FINANCING DISTRICT**

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WHEREAS, the Village of Homewood, Cook County, Illinois (“Village”), is considering: (i) the establishment of the Harwood TOD Tax Increment Redevelopment Project Area (the “Proposed TIF”), (ii) the approval of a Redevelopment Plan and Project for the Proposed TIF, and (iii) the authorization of tax increment financing for redevelopment within the Proposed TIF, all under the Tax Increment Allocation Redevelopment Act (65 ILCS 5/ 11- 74. 4- 1 *et seq.*) (the “TIF Act”); and

WHEREAS, the Village is authorized, under the TIF Act, to finance redevelopment project costs, as defined in Section 3(q) of the TIF Act, (“TIF Project Costs”), in connection with redevelopment project areas established under the requirements in the TIF Act; and

WHEREAS, the Village of Homewood has engaged the firm of Ryan, LLC to prepare a feasibility study under the TIF Act to determine if the property near Harwood Avenue and Chestnut Road, including the Village Hall parking lot, is eligible for designation as a redevelopment project area under the TIF Act; and

WHEREAS, as a result of property acquisition and engagement of Ryan, LLC, the Village has and will expend Village funds for TIF Project Costs (“Village Costs”) which, if the Proposed Redevelopment Project Area is established as a TIF district under the TIF Act, would be reimbursable from TIF incremental revenues generated from property within the Proposed TIF District (the “ TIF Expenditures”); and

WHEREAS, the Village expects to reimburse itself for the Village Costs from TIF incremental revenues generated by properties within the Proposed TIF District the “ TIF Revenues”), should the Proposed TIF District be established as a redevelopment project area under the TIF; and

WHEREAS, on July 25, 2023 the Board of Trustees for the Village of Homewood approved a Letter of Intent with an entity organized by Tim Flanagan and known as HCF Homewood II, LLC to purchase and redevelop part of the Village Hall parking lot; and

WHEREAS, since the Letter of Intent was approved by the parties, Tim Flanagan has indicated that the Developer's name has changed to VPL Homewood, LLC; and

WHEREAS, in good faith and reasonable reliance on the Village's intent and desire to approve the Proposed TIF District and enter into a Redevelopment Agreement, the Developer may incur certain Project costs required to implement the Project that are lawfully reimbursable to the Developer under the TIF Act as TIF Project Costs upon the creation of the Proposed TIF District; and

WHEREAS, if a Redevelopment Agreement is approved by the Village, the Village expects to pay or reimburse the selected Developer from TIF Revenues for the Initial Developer Costs, which are TIF Project Costs incurred by the Developer for the Project; and

WHEREAS, without the contribution of TIF Revenues from the Village to the Project, the selected Developer cannot and will not undertake or complete the Project; and

WHEREAS, the Developer: (i) reasonably expects that it will pay or incur Developer Costs in connection with the Project before the creation of the Proposed TIF District and before formal approval and execution of the Redevelopment Agreement; (ii) reasonably expects that it will use funds from sources other than TIF Revenues which are or will be available short term to pay for such Developer Costs before the creation of the Proposed TIF District and before approval of a Redevelopment Agreement; and (iii) desires reimbursement for its Project-related eligible capital expenses; and

WHEREAS, the purpose of this Resolution is to induce the Developer to pay or incur certain TIF Expenditures in connection with the Project before the creation of the Proposed TIF District and before formal approval and execution of the Redevelopment Agreement, thus advancing the purposes of the TIF Act.

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

**SECTION ONE - INCORPORATION OF RECITALS:**

The recitals set forth above are incorporated herein by reference and made a part hereof.

**SECTION TWO - INTENTION:**

The Village declares its intention to create the Proposed TIF District and to provide for reimbursement from TIF Revenues of certain TIF Expenditures, paid or incurred before the creation of the Proposed TIF District. The Village declares its official intent to use certain of the TIF Revenues to pay or reimburse itself for the Village Costs.

**SECTION THREE - INTENTION:**

The Village declares its intention to create the Proposed TIF District and to negotiate and enter into the Redevelopment Agreement with the selected Developer, which may provide for reimbursement from TIF Revenues of certain TIF Expenditures paid or incurred by the Developer before the effective date of the Redevelopment Agreement. The Village acknowledges that to keep the Project moving forward on an acceptable schedule, it has been and will be necessary for the Village and the Developer to incur eligible redevelopment project costs before the creation of the Proposed TIF District and before completing the negotiation, approval, and execution of the Redevelopment Agreement. The Village declares its official intent to use certain of the TIF Revenues to pay or reimburse itself for the Village Costs and the Developer under the Redevelopment Agreement for certain of the Developer Costs.

**SECTION FOUR - EFFECTIVE DATE:**

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

PASSED and APPROVED this 22nd day of October, 2024.

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

ATTEST:

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

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



## BOARD AGENDA MEMORANDUM

DATE OF MEETING: October 22, 2024

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

**Through:** Napoleon Haney, Village Manager

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

**Topic:** Redevelopment Agreement for Property at 2018-2020 Ridge Road

### PURPOSE

The developer, CIG (Chicago Investment Group) 2020 Homewood LLC, proposes to purchase and renovate the property at 2018-2020 Ridge Road. The property is vacant and owned by the Village. The project involves renovation and interior build-out of the existing commercial building into a Mongolian BBQ restaurant.

### PROCESS

The Village established the Downtown Transit-Oriented Development Tax Increment Financing Redevelopment Project Area (Downtown TOD TIF) in 2017. In 2020, the owner of Karate for Kids at 2018-2020 Ridge Road donated the building to the Village of Homewood. In October 2020, the Village amended its lease with the Homewood Science Center to add the donated property. The building's intended use was to expand the Science Center's educational programs and sell merchandise in that space.

Upon inspection of the property, the Village determined that the building required major repairs and updates for occupancy. In 2022, the Village completed roof replacement, tuckpointing, rear deck removal, replacement of the rear door, and demolition of the interior space. Several upgrades remain, including ADA bathroom installation, HVAC purchase and installation, asbestos remediation, and plumbing, electrical, and gas upgrades. The building was separated from the Science Center's lease agreement on April 23, 2024.

In April 2024, CIG 2020 Homewood LLC submitted a proposal to purchase and renovate the property at 2018-2020 Ridge Road. At the May 14, 2024, Village Board meeting, the Board passed Ordinance M-2294 directing staff to publish a solicitation for alternate proposals. The solicitation was published in the Daily Southtown on May 16, 2024.

The Village received three (3) proposals for the purchase and renovation of the Village-owned property at 2018-2020 Ridge Road. The staff has evaluated the proposals with criteria based on the best use, community and Village benefit, sustainability, and best fit. At its June 25, 2024





meeting, the Village Board selected CIG 2020 Homewood LLC as the preferred proposal, and directed staff to negotiate a purchase and sale agreement and a redevelopment agreement.

The Village and the developer have agreed to the following terms set in the redevelopment agreement as TIF increment revenue becomes available:

1. The Village agrees to sell the property to the developer for \$1.
2. The Village will support a Cook County Class 8 incentive. 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 is designed to encourage 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 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.
3. The agreement ends when construction is complete, and the restaurant opens for business.

## OUTCOME

The developer plans to invest in the property through renovation and interior buildout of a Mongolian BBQ restaurant. The Project will enhance the downtown by returning the property to the tax rolls, creating employment opportunities, and adding another dining option for downtown residents and patrons.

## FINANCIAL IMPACT

- **Funding Source:** N/A
- **Budgeted Amount:** N/A
- **Cost:** \$0

## LEGAL REVIEW

Completed

## RECOMMENDED BOARD ACTION

1. Authorize the Village President to enter into a redevelopment agreement with CIG 2020 Homewood LLC .
2. Pass the “Ordinance Approving a Purchase and Sale Agreement between the Village of Homewood and CIG 2020 Homewood LLC for 2018-2020 Ridge Road, Homewood.”
3. Pass a resolution in support of the Cook County Class 8 incentive.

# VILLAGE OF HOMEWOOD

Item 9. C.



## ATTACHMENT(S)

- Redevelopment Agreement
- Ordinance
- Resolution

## REDEVELOPMENT AGREEMENT BETWEEN CIG 2020 HOMEWOOD LLC AND THE VILLAGE OF HOMEWOOD

This Redevelopment Agreement is executed effective as of \_\_\_\_\_, 2024 (the “Effective Date”) by the Village of Homewood, Cook County, Illinois, an Illinois municipal corporation (the “Village”) and CIG 2020 HOMEWOOD LLC, Illinois limited liability company (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 2017 established the Downtown Transit-Oriented Development Tax Increment Financing Redevelopment Project Area (Downtown TOD 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 village-owned building in the Downtown TOD TIF (the “Property”), described in the Purchase Agreement.

(c) Developer has proposed constructing a restaurant on the 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 the restaurant is open to the public. (“Final Completion”).

**4. Undertakings by the Village.**

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

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

(b) The Village covenants to support an application by Developer to Cook County, Illinois, for a “Class 8” designation of the Property. The “Class 8” county program provides for a tax abatement to Developer which reduces the assessment rate for a twelve (12) year period. The application will be made by Developer, and Village will provide the appropriate municipal resolution requested by Developer for said application. The Village makes no representations as to the merit of said application for a Class 8 designation. The Village and Developer acknowledge that Developer’s application for Class 8 designation is an integral part of this Agreement. Based upon current Cook County rules, the Class 8 designation may be renewed for an additional twelve-year period upon expiration of the current designation. The current Village Board urges the board sitting when Developer submits a renewal application to approve renewal of the Class 8 application by Developer provided Developer has met all material obligations of this Agreement. The Village makes no representation of what a future Board will do.

(c) 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. The Village represents that it has complied with the requirements of 65 ILCS 5/11-74.4-4 and that after considering several submissions the Village Board on July 9, 2024 elected to proceed with the Developer’s proposal.

## 5. Undertakings on the Part of Developer.

(a) Developer shall obtain Final Completion of the Project within fifteen (15) months of closing, subject to any mutually agreed upon extensions, following closing 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) 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.

(c) 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.

(d) 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.

(e) The Developer shall accept title to the Property subject to a covenant substantially in the following form: The Project shall be completed no later than one (1) year after the delivery of this deed, unless otherwise approved by the Village. Failure to comply with this covenant may cause all title, rights and interest in the Property herein conveyed to revert to the Village of Homewood, and the Village shall be entitled to recover all costs and expenses, including attorney's fees incurred in re-vesting title in

the Village. This covenant shall run with the land and shall terminate upon Final Completion of the Project in accordance with the approved permits. This covenant shall be enforceable against the Developer, their heirs, successors and assigns.

- (f) Subsequent to the closing, the Developer is required to undertake the following two (2) actions during a fifteen (15) month period:
  - a. Within thirty (30) days of closing, apply for an approved building permit to build out the space as a restaurant in compliance with the Village of Homewood Building and Property Maintenance Codes; and
  - b. Complete the Project pursuant to the building permit, within fifteen (15) months of closing.

It is acknowledged by the Developer that not undertaking each of the above two actions may result in the Developer being held in default and the Village recording the Reconveyance Deed which will result in the Developer forfeiting the Property and any payments made in connection therewith and any improvements made to the Property.

(g) Prior to the conveyance of the Property to the Developer, the Developer shall deliver to the Village a recordable re-conveyance deed for the Property (Exhibit B), re-vesting title in the Village free and clear of all liens and encumbrances. The Village shall have the right to record the re-conveyance warranty deed if there is a default in any of the terms of this agreement by the Developer that remains uncured ninety (90) days after receiving notice from the non-defaulting party as provided in paragraph 22 below, or if the Developer cannot or does not complete the Project in accordance with the terms of this Agreement.

(h) So long as Developer is not in default and has completed improvements and rehabilitated the Property in strict accordance with approved building permits, the Village shall return the re-conveyance warranty deed to the Developer fifteen (15) months from the date of closing, or sooner if Developer completes the Project in less than fifteen (15) months.

**6. 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 it shall comply with all laws, rules and regulations of the Village of Homewood, State of Illinois, County of Cook and the United States and all agencies thereof applicable to the Project.

(c) Developer represents and warrants that 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.

## 7. 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, recording the re-conveyance 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.

**8. Notices.**

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

**To the Village:**

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

**To the Developer:**

**With Copy to:**

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

**With Copy to:**

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.

**9. Law Governing.**

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

**10. Assignment or Transfer of Property.**

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.



## **11. 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 Final Completion of the Project.

(b) 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.

## **12. 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.

## **13. 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.

## **14. 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.

#### **15. 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.

#### **16. 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.

**17. 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.

**18. 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.

**19. Section Headings and Subheadings.**

All section headings or other headings in this Agreement are for the 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.

**20. 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.

**21. 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.

## **22. 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 re-conveyance 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.

## **23. 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.

## **24. 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.

## **25. 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.

**26. Execution of Agreement and Counterparts.**

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

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

**Village of Homewood  
an Illinois municipal corporation**

**CIG 2020 Homewood LLC,  
an Illinois limited liability company**

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

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

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

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

**Exhibit A - Purchase and Sale Agreement**

**Exhibit B - Re-Conveyance Deed**

RE-CONVEYANCE  
QUITCLAIM DEED

The Grantor, **CIG 2020 Homewood LLC**, an 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:



LOT 5 IN BLOCK "E" IN THE VILLAGE OF HOMEWOOD (FORMERLY HARTFORD) 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 Number: 29-31-308-004-0000

Address of Real Estate: 2018-2020 Ridge Road, 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 \_\_\_\_\_, 2024.

IN WITNESS WHEREOF, said Grantor has caused its official corporate seal to be affixed, and has caused its name to be signed to these presents by \_\_\_\_\_, its \_\_\_\_\_, and attested by \_\_\_\_\_, its \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2024.

**CIG 2020 Homewood LLC**

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

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

STATE OF ILLINOIS    )  
                                          )  
COUNTY OF COOK    )

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, DO HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of **CIG 2020 Homewood LLC** Illinois limited liability company and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that as \_\_\_\_\_ and \_\_\_\_\_ of said company, they signed this instrument under authority given by the members and managers of said limited liability company as their free and voluntary act, and as their free and voluntary act, and the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and seal, on \_\_\_\_\_, 2024.

NOTARY PUBLIC

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

Mail Recorded Deed to:

Send subsequent tax bills to:



**ORDINANCE M-2320**

**AN ORDINANCE APPROVING A REAL ESTATE PURCHASE AND SALE AGREEMENT BETWEEN THE VILLAGE OF HOMEWOOD AND CIG 2020 HOMEWOOD LLC FOR PROPERTY AT 2018-2020 RIDGE ROAD, HOMEWOOD, ILLINOIS.**

WHEREAS, the Village of Homewood, Cook County, Illinois (the "Village") owns real estate within the Downtown TOD Tax Incremental Redevelopment Project Area; and

WHEREAS, CIG 2020 Homewood LLC has offered to purchase land owned by the Village within the redevelopment project area development according to the terms of the Purchase and Sale Agreement attached to this Ordinance as Exhibit A; and

WHEREAS, as required by 65 ILCS 5/11-74.4-4, the Village provided a reasonable opportunity for any other person to submit an alternate proposal or bid for the sale and redevelopment of this property by publishing a notice on May 16, 2024 in the Daily Southtown soliciting alternate bids to be opened on June 11, 2024; and

WHEREAS, after considering several submissions, the Village Board on July 9, 2024, elected to proceed with the Developer's proposal.

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

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

(a) The proposed Purchase and Sale Agreement between the Village and CIG 2020 Homewood LLC is hereby approved. The Village President and Village Clerk are authorized to execute that Agreement.

(b) The Village Attorney or his nominee is authorized to close the transfer of the said parcel to CIG 2020 Homewood LLC. The Village Attorney or his nominee, elected officials, and members of the Village staff, as appropriate, are authorized to execute all documents necessary to complete this transaction.

SECTION TWO – EFFECTIVE DATE.

This Ordinance shall be effective upon its passage and approval as provided by law.

PASSED AND APPROVED this 22nd day of October, 2024.

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

ATTEST:

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

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

STATE OF ILLINOIS    )  
                                          )    SS  
COUNTY OF COOK    )

I, the undersigned do hereby certify that I am the Village Clerk of the Village of Homewood, Cook County, Illinois, and as such I am the keeper of the records and files of the President and Board of Trustees of said Village.

I do further certify that the attached and foregoing is a correct copy of an ordinance M-\_\_\_\_ entitled:

**AN ORDINANCE APPROVING A REAL ESTATE PURCHASE AND SALE AGREEMENT BETWEEN THE VILLAGE OF HOMEWOOD AND CIG 2020 HOMEWOOD LLC FOR PROPERTY AT 2018-2020 RIDGE ROAD, HOMEWOOD, ILLINOIS**

as adopted by the President and Board of Trustees of the Village of Homewood at its regularly convened meeting held on October 22, 2024, and as signed by the President of said Village on October \_\_\_\_, 2024, all as appears from the official records of said Village in my care and custody.

In witness whereof, I have affixed my official signature and the corporate seal of the Village of Homewood, Illinois on October \_\_\_\_, 2024

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

(SEAL)

Exhibit A - Purchase and Sale Agreement

## REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (“Agreement”) is made this \_\_\_\_ day of October, 2024, between CIG 2020 Homewood 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 hereinafter set forth:

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

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

1.1. The real property legally described in Exhibit A attached, consisting of a one-story commercial building (collectively the “Land”) at 2018-2020 Ridge Road, Homewood, Illinois, 60430.

1.2 All improvements on the Land, including, without limitation, landscaping, parking lot, and other improvements (collectively called the “Improvements”).

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

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

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

#### 2. Purchase Price.

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

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

### 3. Seller's Deliveries.

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

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

#### 4.1. Inspection Period.

(a) During the period commencing on the Effective Date and ending at 6:00 p.m. (CST) on the day which is thirty (30) days thereafter (the "Inspection Period"), Purchaser shall have the right, at Purchaser's sole cost and expense, to: (i) review the Due Diligence Materials, (ii) inspect and test the Property, including, but not limited to, for engineering, environmental, zoning, appraisals, to obtain a new survey or update an existing survey, to perform marketing and cost studies and for any other purposes related to Purchaser's determination of the feasibility of the Property, and (iii) obtain leases, agreements or contracts from any purchasers or third-party end users, all for Purchaser's intended use of the Property as a restaurant and brewery.

(b) During the period commencing on the Effective Date and ending at 6:00 p.m. (CST) on the day which is one hundred eighty (180) days thereafter (the "Governmental Approval Period"), Purchaser shall have the right, at Purchaser's sole cost and expense, to: obtain any necessary zoning approvals, special use permits, conditional use approvals, variances, administrative approvals, subdivisions, consolidations, annexation agreements, parking agreements, easements, vacations, permits, plat of subdivisions, and similar approvals or documents with the municipality, county, any other governmental authority or any entity or agency, Seller shall cooperate with Purchaser's efforts to obtain any approvals and shall diligently sign any zoning applications, permit applications, ownership authorization and provide any documentation or information required by the applicable governmental authority or agency as part of Purchaser's process to obtain its approvals.

(c) Purchaser shall give Seller reasonable advance notice of the dates and times of its inspections of the Property. Seller or its representative and Purchaser, its representatives, agents, and independent contractors shall have the right to be present at any such inspections. If Purchaser is satisfied with the Property, including, but not limited to, its review and inspections, in Purchaser's sole and absolute discretion, Purchaser shall provide written notice to Seller that it is proceeding with the Agreement before the expiration of the Inspection Period. If Purchaser fails to deliver such notice of election to proceed with the Agreement before expiration of the Inspection Period, Purchaser shall be deemed to have elected to terminate the Agreement, the Agreement shall terminate and neither party shall have any further liability under this Agreement except for those obligations which expressly survive the termination of this Agreement.

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

(e) Notwithstanding the expiration of the Inspection Period, Purchaser shall have access to the Property through the Closing Date for inspections,

obtaining any reports, surveys, appraisals, and engineering and environmental tests and reports.

#### 4.2. Redevelopment Agreement.

This contract is contingent upon the Village of Homewood (Seller) and CIG 2020 Homewood LLC (Purchaser) entering into a redevelopment agreement for the property. If a redevelopment agreement is not approved by all parties, Purchaser or Seller may terminate this contract with no further obligation.

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

5.1 Within ten (10) days after the Effective Date, Seller, at its sole cost and expense, shall cause a mutually acceptable title insurance company underwritten by Chicago Title or Fidelity National (“Title Company” and “Escrow Agent”) to deliver to Purchaser a commitment for an ALTA owner’s policy of title insurance (the “Commitment”), showing Seller as fee title owner, naming Purchaser as the insured in the amount of the Purchase Price (or minimum amount required), issued by the Title Company, insuring the Property, together with legible copies of all recorded title documents referred to in the Commitment (“Title Documents”). The Commitment shall be subject to only the: (i) “Permitted Exceptions” (defined in Section 5.2 below), (ii) any mortgages and similar liens of a definite or ascertainable amount which must be paid by Seller out of the closing proceeds (“Monetary Encumbrances”) and (iii) any matters not objected to by Purchaser. If Seller has an existing survey, and Purchaser uses Seller’s existing survey, and Seller’s existing survey is approved by Purchaser’s lender, if any, and the Title Company, subject to execution of a survey affidavit allowing it to issue extended coverage on the Purchaser’s owner’s title policy, then Seller shall sign a customary survey affidavit at Closing in a form approved by all parties.

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

5.3 If Purchaser objects to the Commitment and/or any survey, Purchaser shall give written notice to Seller before the expiration of the Inspection Period, specifying Purchaser’s objections to such title exceptions and/or survey matters (the “Unpermitted Exceptions”). Seller shall at its option have five (5) days from receiving such notice to notify Purchaser in writing of any Unpermitted Exceptions that Seller shall cure, insure over or have removed from the Commitment before Closing. If Seller notifies Purchaser within such five (5) day period, or fails to notify Purchaser, that it is unable or unwilling to have the Unpermitted Exceptions removed before Closing, Purchaser shall, as Purchaser’s sole remedy, have the option either to (i) terminate this Agreement, whereupon



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

6. Closing, Possession and Conditions Precedent to Closing.

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

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

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

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

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

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

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

(f) An owner's affidavit.

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

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

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

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

(c) A counterpart of the Transfer Tax Declaration and any applicable municipal transfer tax declarations.

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

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

(a) At Closing, Seller will cause the Title Company to issue (or commit irrevocably and unconditionally to issue) to Purchaser an owner's policy of title

insurance in accordance with the requirements of the Commitment subject only to the Permitted Exceptions (the "Title Policy").

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

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

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

## 7. Prorations; Closing Adjustments.

7.1 All real estate taxes and assessments, due and owing or delinquent before Closing, whether or not they have become liens, shall be the responsibility of Seller and paid by Seller before the due date and at or before Closing. This obligation shall survive Closing. All real estate taxes not yet due and owing at the time of Closing shall be prorated on the Closing Date based on the most recent ascertainable tax bill, and Seller shall be responsible to credit Purchaser for all such real estate taxes through and including the day of Closing. All tax prorations shall be final as of Closing.

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

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

Purchaser, respectively, as is customary in the area in which the Property is located.

7.4 All CAM and other charges due under any REA, Declaration or other agreements shall be prorated on the Closing Date with Seller being responsible for any costs prior to Closing and Purchaser being responsible for any costs on and after Closing. Any of these payments due and owing as of the Closing Date shall be credited to Purchaser from Seller at Closing and any prepaid amounts shall be credited to Seller from Purchaser. These obligations shall survive Closing.

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

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

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

(b) All required payments of Seller have been made and there is no default by Seller, nor has Seller received any written notice of default from any property owner, tenant or other party under any reciprocal easement agreements or declarations or similar documents, nor are there any facts known to the Seller that would constitute a default by Seller or, to Seller's knowledge, by any property owner or tenant under any reciprocal easement agreements or declarations or similar documents.

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

(d) Seller has taken all required measures to approve the sale and has all requisite power and authority to enter into and perform Seller's obligations

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

(e) The Property has utilities necessary for the operation of the Property and no fact or condition exists that would cause the termination of access to and from the Property or the cessation of utilities for the operation of the Property.

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

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

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

(i) From the Effective Date until Closing, Seller shall continue to manage and operate the Property in a reasonable manner consistent with other similar commercial properties in Homewood, Illinois, including, but not limited to, performing all maintenance and snow removal, paying all operating expenses, real estate taxes, insurance and utilities before their due date, keeping the Property free of liens and code violations, and maintaining property and liability insurance in commercially reasonable amounts.

(j) Except as set forth in the Due Diligence Materials, the Property complies with all environmental laws relating to "hazardous materials or toxic materials or substances" (as those terms are defined under all applicable environmental laws, rules, regulations and ordinances in Illinois (hereinafter referred to as "Environmental Laws")) and Seller has received no notice from any person, property owner, or governmental agency that the Property is in violation or may violate any Environmental Laws or of any release or suspected release of hazardous materials on the Property or adjacent properties. There are

no underground storage tanks at the Property. The Property is not being used, and to the best of Seller's knowledge, has never been used, for the storage or disposal of any hazardous materials or toxic waste or as a dump site, the Property is not currently subject to any grading, slope or drainage restrictions which would obligate or require any owner of the Property to accept, supply, deliver or collect drainage water, surface water or irrigation water to or from any real property within the reasonable vicinity of the Property and there are no unrecorded share expense agreements, repayment agreements, reimbursement agreements, tax increment financing or development agreements that affect all or any portion of the Property and that could require Purchaser to pay any money in full or partial satisfaction of any such agreements.

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

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

(m) Seller will (1) continue to operate the Property as heretofore operated; (2) maintain the Property in its current condition and perform routine and required maintenance and replacements; (3) pay before Closing all sums due for work, materials or services furnished or otherwise incurred in the ownership, use or operation of the Property; (4) comply with all governmental requirements applicable to the Property; (5) not place or permit to be placed on any portion of the Property any new improvements of any kind or remove or permit any improvements to be removed from the Property; and (6) not cause or create any easements, encumbrances, or liens to arise or to be imposed upon the Property or to allow any amendment or modification to any existing easements or encumbrances.

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

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

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

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

8.4 All representations and warranties of Seller or Purchaser in this Agreement shall survive the Closing for twelve (12) months.

## 9. Damage or Condemnation.

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

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

## 10. Brokerage.

Each party represents and warrants to the other, as of the date of this Agreement and without further writing as of the Closing, there are no real estate agents or brokers involved that are owed a commission or finder's fee in connection with this transaction. Each party agrees to indemnify, defend, and hold harmless the other party regarding

any claim made for any commission or finder’s fee arising out of the warranting party’s conduct. This Section 10 shall survive the Closing.

11. Default.

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

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

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

12. Notices.

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

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

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



If to Purchaser:

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

13. Miscellaneous.

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

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

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

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

13.5 Time/Dates. Time is of the essence of this Agreement. If any date in this Agreement for the delivery of any document or the happening of any event should, under the terms hereof, fall on a weekend or holiday, then such date

shall be automatically extended to the next succeeding weekday that is not a holiday.

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

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

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

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

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

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

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

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

#### 14. Confidentiality.

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

14.2 The Receiving Party's review and inspection of the Confidential Information shall be undertaken solely to evaluate the transaction contemplated herein. The Receiving Party shall use the Confidential Information solely for such purpose. Except as specifically provided, the Receiving Party shall not disclose, and shall use reasonable efforts to prevent any other person or entity from

disclosing, any Confidential Information to any other party without the Providing Party's prior written consent; provided, however, that the Receiving Party may share Confidential Information with its advisors, consultants, attorneys, investors, accountants and lenders in connection with evaluating and financing the transaction contemplated.

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

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

#### 15. Exclusivity.

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

(Signatures on next page)

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

**Purchaser**

CIG 2020 Homewood LLC

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

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

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

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

**Seller**

Village of Homewood

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

Richard A. Hofeld

Village President

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

EXHIBIT A

Legal Description of Property

LOT 5 IN BLOCK "E" IN THE VILLAGE OF HOMEWOOD (FORMERLY HARTFORD)  
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.

Property Index Number: 29-31-308-004-0000

Common Address: 2018-2020 Ridge Road, Homewood, Illinois 60430.

## EXHIBIT B

## Due Diligence Materials

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

**RESOLUTION NO. R-3202**

**A RESOLUTION SUPPORTING CLASS 8 STATUS UNDER THE COOK COUNTY REAL PROPERTY ASSESSMENT CLASSIFICATION ORDINANCE FOR REAL ESTATE AT 2018-2020 RIDGE ROAD, HOMEWOOD, COOK COUNTY, ILLINOIS**

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

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

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

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

**WHEREAS**, CIG 2020 Homewood LLC, is the purchaser of the property at 2018-2020 Ridge Road, Homewood, Cook County, Illinois, legally described in the attached Exhibit A; and

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

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

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

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

1. The above recitations are incorporated herein as if fully restated.



- 2. The Board of Trustees of the Village of Homewood supports and consents to the application to have the property described in Exhibit A declared eligible for the Class 8 real estate tax incentive, in that the incentive is necessary for continued development and growth of the property.
- 3. The proposed project is consistent with the overall plan for the area.
- 4. The President, Village Clerk, and other appropriate Village of Homewood officials are hereby authorized to sign any necessary documents to implement this resolution.

This resolution passed this 22<sup>th</sup> day of October 2024.

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

ATTEST:

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

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

## EXHIBIT A

### Legal Description

LOT 5 IN BLOCK "E" IN THE VILLAGE OF HOMEWOOD (FORMERLY HARTFORD) 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.

Property Index Number: 29-31-308-004-0000

Common Address: 2018-2020 Ridge Road, Homewood, Illinois 60430.



## BOARD AGENDA MEMORANDUM

DATE OF MEETING: October 22, 2024

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

**Through:** Napoleon Haney, Village Manager

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

**Topic:** Plat of Dedication of right-of-way – 175<sup>th</sup> Street

### PURPOSE

The Village of Homewood and the Village of East Hazel Crest are working to facilitate the redevelopment of properties north of 175<sup>th</sup> Street, east of Halsted Street to complete the construction of a casino, hotel, parking structure, and related infrastructure. Wind Creek LLC is the owner of the properties. The Village of Homewood requested that the developer dedicate to the Village a small portion of the property near the parking garage exit at 175<sup>th</sup> Street. The property dedicated to the Village will include the traffic signals and sidewalk at the parking garage exit.

### PROCESS

In April 2022, the Village approved a special use permit and site plan to allow a parking deck for Wind Creek Casino, LLC at 17400 Halsted Street. As part of the site plan approval, Wind Creek agreed to address “street misalignment” issues with the entrance/exit of the parking garage off 175<sup>th</sup> Street. The plans included re-aligning the site entrance/exit with the entrance directly across the street on the south side, relocation of detention areas and the installation of a traffic signal. The Plat of Dedication allows additional right-of-way at the driveway entrance to Panera Bread off of 175<sup>th</sup> for the new Village traffic signals and sidewalk.

### OUTCOME

Once the plat of dedication is approved, Wind Creek LLC will be able to develop and improve the intersection of 175<sup>th</sup> Street to accommodate the needs of the casino development, including a new traffic signal and realignment of the intersection.

### FINANCIAL IMPACT

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

### LEGAL REVIEW

Completed

## VILLAGE OF HOMEWOOD

Item 9. F.



### **RECOMMENDED BOARD ACTION**

Pass an ordinance approving the Plat of Dedication of the right-of-way on 175<sup>th</sup> Street, as described in Exhibit B, to the Village of Homewood.

### **ATTACHMENT(S)**

- Ordinance
- Plat of Dedication

**ORDINANCE NO. M-2321**

**AN ORDINANCE APPROVING A PLAT OF DEDICATION  
OF RIGHT-OF-WAY TO THE VILLAGE OF HOMEWOOD,  
COOK COUNTY, ILLINOIS.**

---

**WHEREAS**, Section 11-105-1 of the Illinois Municipal Code (65 ILCS 5/11-105-1) authorizes the corporate authorities of a municipality to accept by plat of dedication property to be used for right-of-way; and

**WHEREAS**, the developer of the Wind Creek Casino has constructed a driveway from the facility’s parking garage onto 175<sup>th</sup> Street; and

**WHEREAS**, municipally owned traffic control devices and a public sidewalk will be located at the driveway’s intersection with 175<sup>th</sup> Street; and

**WHEREAS**, the property owner has offered to dedicate the area where these public improvements are located and legally described in Exhibit A to the Village of Homewood as right-of-way; and

**WHEREAS**, the Board of Trustees has determined that the public interest will be served by acceptance of this right-of-way dedication as depicted on the Plat of Dedication attached as Exhibit B.

**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 PLAT OF DEDICATION:**

The Plat of Dedication attached as Exhibit B of this Ordinance is hereby approved.

**SECTION TWO - AUTHORIZATION TO COMPLETE PLAT OF DEDICATION:**

The Village President, Village Manager, and Village Attorney are authorized to execute all documents necessary to complete the attached Plat of Dedication.

**SECTION THREE - RECORDING:**

The Village Attorney is directed to record this ordinance and plat with the Cook County Clerk’s Office.

**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 22nd day of October, 2024.

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

ATTEST:

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

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

Exhibit A

**LEGAL DESCRIPTION OF PARENT TRACT:**

LOT 2 IN THE GMX-MIDLAND SUBDIVISION, BEING A SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 29 TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 25, 2018, AS DOCUMENT 1826816006, IN COOK COUNTY, ILLINOIS

**LEGAL DESCRIPTION OF 175<sup>TH</sup> STREET DEDICATION:**

THAT PART OF LOT 2 IN THE GMX-MIDLAND SUBDIVISION, BEING A SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 29 TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 25, 2018, AS DOCUMENT 1826816006, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2 BEING ALSO THE NORTH RIGHT OF WAY OF 175<sup>TH</sup> STREET AS DEDICATED PER DOCUMENT 27355903; THENCE NORTH 89 DEGREES 12 MINUTES 20 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 95.92 FEET TO THE POINT OF BEGINNING; THENCE NORTH 33 DEGREES 05 MINUTES 19 SECONDS EAST, A DISTANCE OF 36.14 FEET; THENCE NORTH 89 DEGREES 12 MINUTES 20 SECONDS EAST, A DISTANCE OF 80.00 FEET; THENCE SOUTH 34 DEGREES 17 MINUTES 29 SECONDS EAST, A DISTANCE OF 35.97 FEET TO SAID NORTH RIGHT OF WAY LINE; THENCE SOUTH 89 DEGREES 12 MINUTES 20 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 29-29-409-037

Address: Dedicated Right-of-Way - 175<sup>th</sup> Street west of Halsted St.,  
Homewood, Illinois

Exhibit B  
Plat of Dedication





0 30' 60'  
1" = 30' (HORIZONTAL)

**BASIS OF BEARINGS**

COORDINATES AND BEARINGS ARE BASED UPON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (NAD 83), ADJUSTED TO GROUND VALUES, AS ESTABLISHED BY REAL-TIME KINEMATIC (RTK) GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) UTILIZING GPS OBSERVATIONS

**LEGEND**

- BOUNDARY LINE = \_\_\_\_\_
- R.O.W. LINE = \_\_\_\_\_
- EX. EASEMENT LINE = \_\_\_\_\_
- UNDERLYING R.O.W. = \_\_\_\_\_
- EX. SECTION LINE = \_\_\_\_\_
- PROP. R.O.W. LINE = \_\_\_\_\_
- RIGHT OF WAY HEREBY GRANTED =

**AREA SUMMARY**

PARENT TRACT: 61,877 SQUARE FEET (1.421 AC±)  
POST DEDICATION: 58,877 SQUARE FEET (1.352 AC±)

**DEDICATED AREA**

75TH STREET: 3,000 SQUARE FEET (0.069 AC±)

**OWNER:**

GMX MIDLAND HOMEWOOD II, LLC  
8044 MONTGOMERY ROAD, STE. 370  
CINCINNATI, OHIO

**CURRENT P.I.N.:**

29-29-409-037

**SUBMITTED BY & RETURN TO:**

CAGE ENGINEERING  
2200 CABOT DRIVE, STE. 325  
LISLE, IL 60532

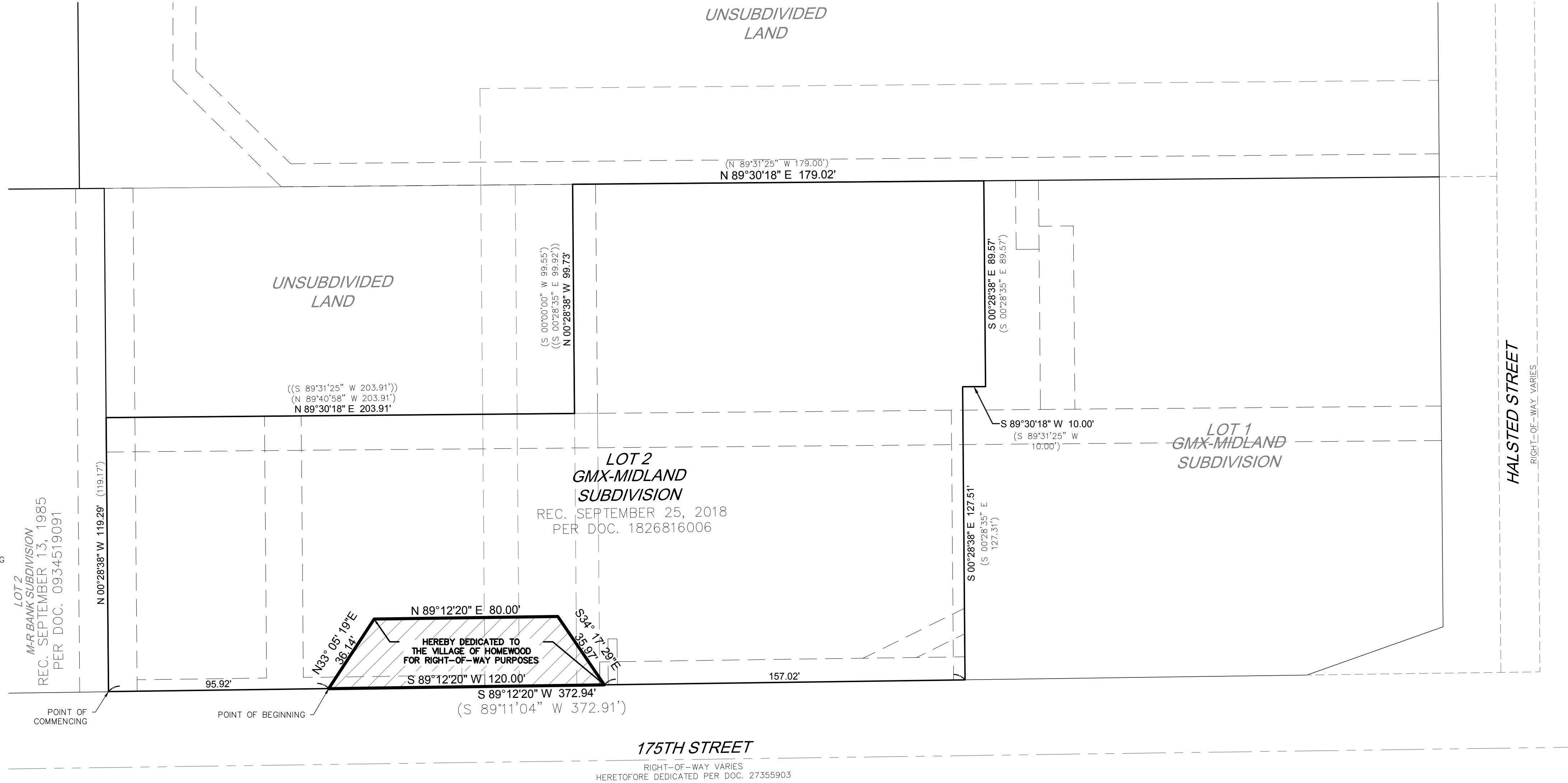
# PLAT OF DEDICATION OF RIGHT-OF-WAY TO THE VILLAGE OF HOMEWOOD

**PARENT TRACT LEGAL DESCRIPTION**

LOT 2 IN THE GMX-MIDLAND SUBDIVISION, BEING A SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 29 TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 25, 2018 AS DOCUMENT 1826816006, IN COOK COUNTY, ILLINOIS.

**175TH STREET DEDICATION LEGAL DESCRIPTION**

THAT PART OF LOT 2 IN THE GMX-MIDLAND SUBDIVISION, BEING A SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 29 TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 25, 2018 AS DOCUMENT 1826816006, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2 BEING ALSO THE NORTH RIGHT OF WAY OF 175TH STREET AS DEDICATED PER DOCUMENT 27355903; THENCE NORTH 89 DEGREES 12 MINUTES 20 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 95.92 FEET TO THE POINT OF BEGINNING; THENCE NORTH 33 DEGREES 05 MINUTES 19 SECONDS EAST, A DISTANCE OF 36.14 FEET; THENCE NORTH 89 DEGREES 12 MINUTES 20 SECONDS EAST, A DISTANCE OF 80.00 FEET; THENCE SOUTH 34 DEGREES 17 MINUTES 29 SECONDS EAST, A DISTANCE OF 35.97 FEET TO SAID NORTH RIGHT OF WAY LINE; THENCE SOUTH 89 DEGREES 12 MINUTES 20 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.



**APPROVAL AND ACCEPTANCE BY THE VILLAGE OF HOMEWOOD**

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK )

HOMWOOD VILLAGE CLERK  
I HEREBY CERTIFY THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS OR UNPAID SPECIAL ASSESSMENTS ON THE PROPERTY DESCRIBED HEREON.

VILLAGE CLERK \_\_\_\_\_ PRINTED NAME \_\_\_\_\_

DATE: \_\_\_\_\_

HOMWOOD VILLAGE ATTORNEY  
I HEREBY CERTIFY THAT PROPER AND SATISFACTORY CONVEYANCES OF GOOD TITLE TO THE VILLAGE OF HOMEWOOD HAVE BEEN EXECUTED AND FILED WITH THE VILLAGE CLERK APPLYING FOR STREETS, ALLEYS AND EASEMENT AND FOR RESERVATIONS APPLYING TO LANDS FOR PARKS, PLAYGROUNDS AND FOR OTHER PUBLIC USE

VILLAGE ATTORNEY \_\_\_\_\_ PRINTED NAME \_\_\_\_\_

DATE: \_\_\_\_\_

HOMWOOD VILLAGE ENGINEER  
THIS PLAT HAS BEEN CHECKED FOR CONFORMANCE TO THE VILLAGE OF HOMEWOOD STANDARDS, REQUIREMENTS, WORKING DRAWINGS AND SPECIFICATIONS FOR PUBLIC IMPROVEMENTS HAVE BEEN PREPARED IN CONFORMANCE WITH VILLAGE OF HOMEWOOD STANDARDS AND REQUIREMENTS.

VILLAGE ENGINEER \_\_\_\_\_ PRINTED NAME \_\_\_\_\_

DATE: \_\_\_\_\_

HOMWOOD VILLAGE BOARD OF TRUSTEES  
APPROVED BY ACTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF HOMEWOOD, AT A MEETING HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_

BOARD PRESIDENT \_\_\_\_\_ PRINTED NAME \_\_\_\_\_

BOARD CLERK \_\_\_\_\_ PRINTED NAME \_\_\_\_\_

**GENERAL NOTES**

1. DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF. MEASUREMENTS SHOWN IN PARENTHESIS (XXX) ARE RECORD VALUES.
2. DIMENSIONS ALONG CURVED LINES ARE ARC LENGTHS (L), RADII (R) AND CHORD BEARING AND LENGTH (CH).
3. NO MEASUREMENT SHALL BE ASSUMED BY SCALE MEASUREMENT
4. RIGHT OF WAY SHOWN HEREON AS "HEREBY DEDICATED" IS DEDICATED TO THE VILLAGE OF HOMEWOOD.
5. PROPERTY CORNERS WILL BE SET UPON CONSTRUCTION OF THE ENTRANCE.

**OWNER'S CERTIFICATE - PAPST REAL ESTATE I, LLLP**

STATE OF \_\_\_\_\_ )  
                          ) SS  
COUNTY OF \_\_\_\_\_ )

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS/ARE THE HOLDER OF THE TITLE OF ALL OF THE PROPERTY DESCRIBED HEREON AS LOT 2 IN GMX-MIDLAND SUBDIVISION AND THAT HE/SHE/they HAS CAUSED THE SAME TO BE PLATTED FOR THE PURPOSE OF DEDICATING RIGHT OF WAY AS SHOWN HEREON.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_

**NOTARY CERTIFICATE**

STATE OF \_\_\_\_\_ )  
                          ) SS  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT \_\_\_\_\_ WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/they DID SIGN AND DELIVER THIS INSTRUMENT AS A FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTORIAL SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_

OF \_\_\_\_\_ A.D., 20\_\_

NOTARY PUBLIC SIGNATURE \_\_\_\_\_

**OWNER'S CERTIFICATE - PURPOSE II, LLC**

STATE OF \_\_\_\_\_ )  
                          ) SS  
COUNTY OF \_\_\_\_\_ )

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS/ARE THE HOLDER OF THE TITLE OF ALL OF THE PROPERTY DESCRIBED HEREON AS LOT 2 IN GMX-MIDLAND SUBDIVISION AND THAT HE/SHE/they HAS CAUSED THE SAME TO BE PLATTED FOR THE PURPOSE OF DEDICATING RIGHT OF WAY AS SHOWN HEREON.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_

**NOTARY CERTIFICATE**

STATE OF \_\_\_\_\_ )  
                          ) SS  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT \_\_\_\_\_ WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/they DID SIGN AND DELIVER THIS INSTRUMENT AS A FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTORIAL SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_

OF \_\_\_\_\_ A.D., 20\_\_

NOTARY PUBLIC SIGNATURE \_\_\_\_\_

**RECORDER'S STAMP**

2200 CABOT DRIVE, STE. 325  
LISLE, IL 60532  
P: 630.598.0007  
WWW.CAGECIVIL.COM



**REVISIONS**

NO.	DATE	DESCRIPTION

WINDCREEK HOSPITALITY GROUP  
HOMEWOOD, ILLINOIS  
PLAT OF DEDICATION

**SURVEYOR'S CERTIFICATE**

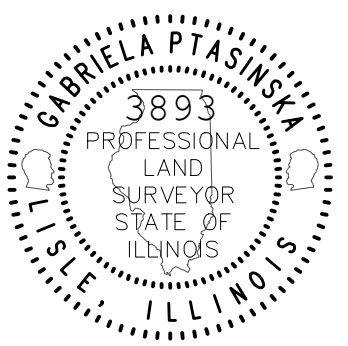
STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF DUPAGE )

I, GABRIELA PTASINSKA, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND PLATTED THE ABOVE DESCRIBED PROPERTY FOR THE PURPOSES OF GRANTING RIGHT-OF-WAY AS SHOWN AND THAT THIS PLAT DRAWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF SAID PROPERTY.

GIVEN UNDER MY HAND AND SEAL AT LISLE, ILLINOIS, THIS 16TH DAY OF JULY, 2024.

BY: \_\_\_\_\_

GABRIELA PTASINSKA  
GPTASINSKA@CAGECIVIL.COM  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003893  
LICENSE EXPIRES NOVEMBER 30, 2024



DESIGN FIRM PROFESSIONAL LICENSE NO. 184007577  
LICENSE EXPIRES APRIL 30, 2025.

PROJ NO: 220009

PM: GP

DATE: 09/19/23

SCALE: 1"=30'

SHEET NUMBER

1 OF 1



## BOARD AGENDA MEMORANDUM

DATE OF MEETING: October 22, 2024

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

**Through:** Napoleon Haney, Village Manager

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

**Topic:** Amendment to Contract – New TIF District – North Halsted Street

### PURPOSE

The Village is working with consultant Ryan LLC (formerly Kane, McKenna, and Associates, Inc.) to establish a new tax increment financing (TIF) district for the properties on the west side of Halsted Street, south of 175<sup>th</sup> Street, which includes the former Walmart property. In the initial phase of the TIF eligibility study, Ryan LLC found that the proposed area - the former Walmart and Kohl's buildings - would not meet the qualifying factors. Therefore, staff expanded the boundary area, which we believe will meet the TIF criteria. The new expanded TIF will add cost to the analysis. Therefore, an amendment to the contract and a budget amendment requires Village Board approval.

### PROCESS

In early 2023, Walmart announced they were closing the Homewood store at 17550 Halsted Street. The Village has been working with a developer and potential tenants to reoccupy the former Walmart building and gas station. On July 9, 2024, the Village approved a contract with Ryan LLC to establish a new TIF for this area. In the initial phase of the eligibility study, Ryan LLC found that the area (the former Walmart and Kohl's) would not meet the qualifying factors. Therefore, staff has proposed expanded map boundaries for the TIF establishment.

The larger area includes several properties that need major updates and would qualify for TIF-eligible expenses, including dilapidated commercial and office buildings at Halsted and Ridge, an aged mobile home park dating back to the 1940s, and buildings with vacancies and code violations.

An amendment to the letter of engagement details the proposed work. The services are in two (2) phases: Phase I – review of qualification factors and economics of the proposed TIF (estimated to be \$16,500), and Phase II – implementation of a redevelopment plan and project (\$17,000).

The amendment is attached and includes the scope of work and boundary map. The total cost of the project is an “estimate” of \$33,500. Staff recommends that the Village Board include a 15% cost contingency of \$5,025 for potential unforeseen costs.



## OUTCOME

The area is on Halsted Street, a major commercial thoroughfare in the Village. Tax Increment Financing (TIF) designation will allow incentives for the development and improvement of property located along the west side of Halsted Street south of 175th Street (approximately 25 parcels).

## FINANCIAL IMPACT

- **Funding Source:** General Fund
- **Budgeted Amount:** \$30,000
- **Total Cost:** \$38,525 (\$33,500 contract + \$5,025 contingency costs)  
*(Should the TIF move forward, TIF increment may be used to pay back the General Fund as the increment becomes available.)*
- **Budget Amendment Requested:** \$10,000

## LEGAL REVIEW

Completed

## RECOMMENDED BOARD ACTION

Authorize the Village President to enter into amendment number one of the agreement with Ryan LLC for \$33,500, with a 15% cost contingency (\$5,025) to assist in establishing a TIF district in the area of the former Walmart on Halsted Street; and, approve a budget amendment in the amount of \$12,000.

## ATTACHMENT(S)

Ryan LLC amendment number one



227 West Monroe Street  
Suite 4200  
Chicago, IL 60606  
Tel. 312.980.1122  
Fax 312.980.1132  
www.ryan.com

AMENDMENT NUMBER ONE

This Amendment Number ONE ("Amendment Number One") to Agreement is entered into by and between The Village of Homewood ("Village") and Ryan, LLC ("Ryan"). This Amendment Number One is hereby incorporated into and made an integral part of the Agreement between the parties dated July 29, 2024 (Exhibit A attached).

The ENGAGEMENT SCOPE AND COMPENSATION sections are amended to account for a service update for a proposed expanded area to read as follows:

**ENGAGEMENT SCOPE**

Ryan LLC will assist Village to start a Tax Increment Financing (TIF) designation, as well as review of related economic development programs, pertaining to the development and/or improvement of certain parcels of property that are located along approximately the west side of Halsted Street south of 175<sup>th</sup> Street (approximately 25 parcels) (Exhibit B attached).

**COMPENSATION**

Ryan proposes an estimated fee of \$17,500 for Phase 1 and \$16,000 for Phase 2.

All terms and conditions of the Agreement shall remain in full force and effect except to the extent expressly modified herein.

The Village and Ryan, by their duly authorized representatives, have executed and delivered this Amendment Number One, in duplicate, as of the date(s) indicated below.

**RYAN, LLC:**

**THE VILLAGE OF HOMEWOOD:**

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

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

Name: Sharon Roberts

Name: Napoleon Haney

Title: Principal

Title: Village Manager

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

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



227 West Monroe Street  
Suite 4200  
Chicago, IL 60606  
Tel. 312.980.1122  
Fax 312.980.1132  
www.ryan.com

June 24, 2024

Mr. Napoleon Haney  
Village Manager  
The Village of Homewood  
2020 Chestnut Road  
Homewood, Illinois 60430

Re: Economic Development Finance Consulting Services

Dear Mr. Haney:

Thank you very much for the opportunity to assist The Village of Homewood, including subsidiaries and/or affiliates thereof ("Village"), with economic development finance services. This letter of agreement (the "Agreement") outlines the terms of our engagement to assist Village with economic development services.

### **ENGAGEMENT SCOPE**

Ryan, LLC ("Ryan") will assist the Village to start a Tax Increment Financing (TIF) Designation, as well as a review of related economic development programs, pertaining to the redevelopment and/or improvement of certain parcels of property that are located along the west side of Halsted Street and south of 175<sup>th</sup> Street (three tax parcels).

Ryan's Services will include the following:

#### ***PHASE I– Preliminary New TIF and Related Fiscal Impact Review***

- Assist the Village in investigating the feasibility of utilizing Tax Increment Financing ("TIF") or other appropriate economic development incentives for funding certain redevelopment costs related to redevelopment of the Project.
- Review the characteristics of the Project site in order to recommend the specific boundaries for a TIF district or related economic development programs, and to assess the potential qualification factors (strengths and weaknesses) of any identified area under Illinois law.
- Prepare a Preliminary analysis which assesses the pros and cons of pursuing TIF or other forms of economic incentives. At a minimum, the Report will include the following:
  - a. Review area for land use and conditions and summarize results.

Mr. Napoleon Haney  
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- b. Establish preliminary project boundaries.
  - c. Determine area qualifications for a potential TIF District.
  - d. Prepare survey analysis and identify necessary documentation to back up any findings.
- For presentation to the Village, prepare the initial tax revenue projections and prepare related financing alternatives. Identify potentially eligible public improvements and other activities as well as potential public financing options.

***PHASE II – Complete New Redevelopment Plan and Project***

Under Village direction, complete the redevelopment plan and project required by the TIF law. Among other elements the redevelopment plan prepared for the Proposed TIF District will include:

- A statement of redevelopment goals and objectives.
- Examination of TIF qualification factors and presentation of rationale for basis under which the TIF District is to be justified under State law.
- A statement of eligible redevelopment activities the Village may allow under the plan.
- Presentation of estimated costs for the redevelopment projects contemplated for implementation under the plan.
- A detailed discussion of impediments to the successful redevelopment of the project area and the measures the Village could undertake to eliminate such barriers so to promote economic revitalization of the project area.
- Assist the Village by participating in required public hearings, and Joint Review Board meetings, as well as helping to insure preparation and execution of proper notification as required for all meetings.
- Assist the Village in participating in meetings with all interested and affected parties, including property owners, and overlapping tax jurisdictions. Ryan will help the Village to follow the procedures for such gatherings as required by State law.
- Work with the Village's counsel to meet all the requirements of Illinois law so to insure proper establishment of the TIF District.
- Assist Client's counsel in preparation of the appropriate Ordinances required for adoption of the redevelopment plan and project by the Village to legally put in place the TIF District.

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- Assist the Village to establish and maintain complete documentation files to assure proper support of eligibility findings in order to support legal standing for establishment of the TIF District.

Neither Ryan nor any of its employees will provide any legal or accounting services to Village in connection with this engagement. Neither Ryan nor any employee of Ryan will serve in a representative capacity on behalf of before the Internal Revenue Service (IRS), nor will Ryan or any employee of Ryan obtain a power of attorney (on IRS Form 2848 or otherwise) authorizing Ryan or such employee to represent Village before the IRS. If it becomes necessary for Village to have a representative before the IRS or if it becomes necessary for Ryan to engage a party to provide professional services in support of Ryan's obligations under this Agreement, Ryan may, at its option, engage a representative or such third party on behalf of Village to represent Village before the IRS or provide such professional services, as the case may be. Such engagement shall (i) be at Ryan's expense, provided that in the case of an Adjudication, Ryan's fee shall be adjusted as set forth below; and (ii) be subject to Village's approval, provided that Village agrees not to unreasonably withhold or condition such approval. Ryan will provide assistance to such representative, but such assistance shall be limited to providing the factual basis for the filing of claims for refund and other tax returns filed by Village pursuant to this agreement and the information supplied on such returns.

### **ENGAGEMENT PERIOD**

Upon written pre-authorization and approval, Ryan may begin its Services to Village while Village seeks requisite approval from any applicable municipality leadership, governing body, or the like. Compensation for such Services shall be due and payable to Ryan, per the payment terms described below, regardless of such requisite approval being in place at the time such Services were performed.

This engagement is effective as of the date of Village's execution of this Agreement (the "Effective Date") and will terminate three (3) years from such Effective Date (the "Termination Date"). The engagement period may extend beyond the Termination Date, if Services have not been met and upon approval of Village.

### **ELECTRONIC DATA FILES**

Village agrees to provide electronic data files to Ryan that will facilitate the identification and location of records to be reviewed. Ryan will assist Village's information systems personnel with determining the appropriate system file layouts, required data fields, and file types. Any out-of-pocket costs of preparing, modifying, or transferring such data will be the responsibility of Ryan. Village further agrees to assist Ryan in using Ryan's data extraction applications and other tools

Mr. Napoleon Haney  
The Village of Homewood  
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by providing all necessary access and configurations. Village acknowledges that Ryan's data extraction applications and other tools are proprietary to Ryan, and Village shall acquire no rights whatsoever with respect to such applications and other tools.

Village agrees that all electronic data files shall be transferred by Village to Ryan through a secure transfer site and by methods approved in advance by Ryan and Village. The following data sites are approved by Ryan for such transfer: SFS and SFTP. In facilitation of this transfer, Ryan shall provide specific transfer instructions to Village when the electronic data files are prepared for delivery. Village further agrees that neither Village nor any employee or agent of Village shall transmit PII (as defined below) to Ryan without first (a) having reached an agreement with Ryan as to the date, time, and method of such transmission; (b) identified the particular types of PII; and (c) represented to Ryan that Village is not restricted from transferring the PII. "PII" or "Personally Identifiable Information" is any information that can be used to identify, contact, or locate an individual, either alone or combined with other easily accessible sources, or as defined by applicable law. PII includes information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

### **RESPONSIBILITIES**

All services will be conducted under the supervision of Ms. Sharon Roberts, Principal who serves as Client Principal for Village. Ms. Sharon Roberts, Principal, will serve as the Engagement Principal for this project. Mr. Charles Durham, Manager will serve as Project Manager for this engagement and will be responsible for staffing, project coordination, technical direction, and related issues. Additionally, throughout the course of this engagement, we will make every effort to arrange and schedule all work to avoid interruption to Village's normal business operations.

### **COMPENSATION**

Village agrees to pay Ryan an hourly rate of \$305 for the Services based on the time that our professionals spend performing them. Billed monthly at the hourly rate for each individual, multiplied by the time Ryan professional expend to perform the services. Ryan's hourly rate fees will increase annually.

- Ryan estimates that the cost for Phase I services to be \$10,000.
- Ryan estimates that the cost for Phase II services to be \$13,500, Phase II to commence upon approval of the Village.
  - Phase II fees assume:



Mr. Napoleon Haney  
The Village of Homewood  
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- a) Only one JRB meeting, one Public Hearing and no additional public meetings are required.
- b) No specific projection of incremental property taxes are provided.

In addition, Village shall reimburse Ryan for direct expenses incurred in connection with the performance of the Services. Direct expenses include reasonable and customary out of pocket expenses for items such as filing, application fees, mailers postage, external printing and copying services, third party fees and conferencing services. Ryan's compensation will not be reduced by any such expenses.

All invoices are due and payable in full within sixty (60) days of Village's receipt of invoice(s), in accordance with the Illinois Prompt Payment Act. Village agrees to pay interest of one percent (1%) per month on any past due fees, capped at nine percent (9%) annually on any individual invoice that is past due. Village further agrees to pay all costs of collection, including, but not limited to, any collection agency or attorneys' fees, incurred by Ryan in connection with fees more than sixty (60) days past due. Ryan's preferred method of payment is via electronic funds transfers ("EFT"), and EFT instructions will be provided to Village on each invoice. In the event Village is unable to remit payment via EFT, Ryan will accept checks, credit cards, or purchasing cards; however, if payment is made using a credit card or purchasing card, Village authorizes Ryan to add a processing fee to the payment. Such processing fee is currently three percent (3%) of the payment amount and is subject to change upon thirty (30) days prior notice. Ryan and Village shall abide by the rules of the National Automated Clearing House Association (or other similar local regulator) and the banking laws of the United States (or other applicable jurisdiction) when performing EFT (or similar electronic payment) transactions.

The rates used to calculate Ryan's Fixed Fees and Hourly Fees will automatically increase by four percent (4%) effective each January 1. In addition, Ryan's Hourly Fee rate table may be increased from time-to-time by email notification, but no more frequently than once every twelve (12) months.

#### **NOTICE**

Any notice to be given under this Agreement shall be given in writing and may be made by personal delivery or hand delivery by courier, by overnight reputable national courier, or by placing such in the United States certified mail, return receipt requested. Notices to Village should be sent to the address indicated on the first page of this Agreement and notices to Ryan should be addressed as follows:

Mr. Napoleon Haney  
The Village of Homewood  
June 24, 2024  
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Ryan, LLC  
Three Galleria Tower  
13155 Noel Road  
Suite 100  
Dallas, Texas 75240  
Attn: Chairman and CEO

With copy to: Attn: General Counsel

### **INTEGRITY AND CONFIDENTIALITY**

We guarantee that all matters associated with the professional services we render will be directed with the highest degree of professional integrity. Accordingly, all information that Village makes available to Ryan shall be considered confidential, proprietary information, and Ryan shall not disclose such information to any third party except as required in fulfilling duties described by this Agreement or to comply with an official order of a court of law.

Additionally, Village agrees that Ryan's work product, including specific engagement procedures and techniques, constitutes proprietary and exclusive information, and Village further agrees not to disclose such information to any third party without obtaining prior written approval from Ryan. Additionally, Ryan's tax saving strategies constitute proprietary and exclusive information; provided, however, that notwithstanding the foregoing, Ryan does not limit Village's disclosure of the tax treatment or the tax structures of the transactions. This Agreement does not include information independently developed by Village, information previously known to Village or information rightfully received by Village from a third party without confidential limitations.

### **LIMITATION OF LIABILITY**

Ryan does not guarantee a particular result as part of the services and Ryan shall not be liable for an adverse or unsatisfactory result unless such result is solely and directly caused by Ryan's negligence. Ryan shall not be liable for the following: (i) any failure or delay by Village in executing returns, forms or letters of authorization; (ii) inaccurate, untimely, incomplete, or otherwise unreliable information provided by Village or third-parties engaged by Village; (iii) inaccuracies in data or forms published by taxing authorities; or (iv) statutory, administrative, or judicial changes occurring after the submission of claims or filings to the taxing authority.

Ryan shall not be liable to Village for any claim, liability, damage or expense under any theory ("Claim" or "Claims") in excess of the following: (i) for any single Claim, \$20,000; and, (ii) for all Claims occurring in a twelve (12) month period, the lesser of \$100,000, or the fees paid by Village to Ryan for the specific services giving rise to the Claim during the preceding twelve (12) months. Village may not assert any cause of action against Ryan more than one (1) year after the

Mr. Napoleon Haney  
The Village of Homewood  
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date the cause of action accrues. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR COSTS, INCLUDING LOST OR DAMAGED DATA, LOSS OF PROFIT OR GOODWILL, WHETHER FORESEEABLE OR NOT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**LAW GOVERNING AGREEMENT**

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Exclusive venue for any dispute with respect to this Agreement shall reside in a court of competent jurisdiction in Chicago, Cook County, State of Illinois.

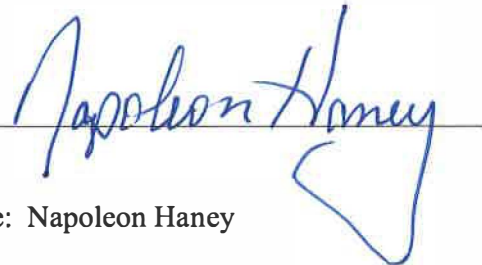
**ACKNOWLEDGMENT**

Thank you for the opportunity to assist you with this project. If the above terms and conditions meet with your approval, please sign and return a copy of this Agreement at your convenience. Upon acceptance, we will contact you to arrange a mutually acceptable time to begin our review. If you have any questions, or if you would like to discuss this Agreement further, please contact Mr. Sharon Roberts at 225.334.0040 Ext. 11-3446.

**RYAN, LLC:**

**THE VILLAGE OF HOMEWOOD:**

By: 

By: 

Name: Sharon Roberts

Name: Napoleon Haney

Title: Principal

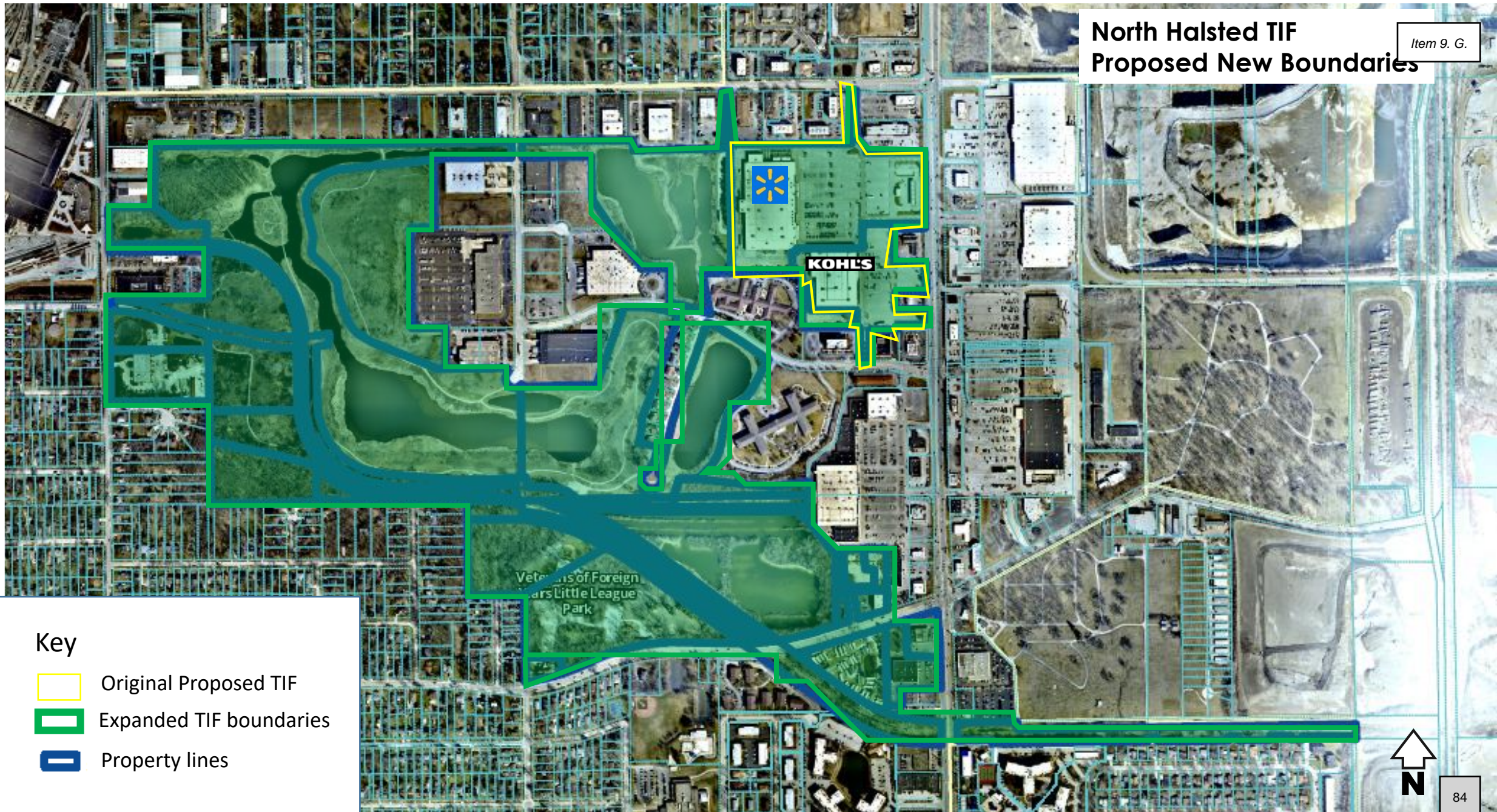
Title: Village Manager

Date: 07/29/2024




Date: 7/17/2024

# North Halsted TIF Proposed New Boundaries

Item 9. G.



## Key

-  Original Proposed TIF
-  Expanded TIF boundaries
-  Property lines



## BOARD AGENDA MEMORANDUM

DATE OF MEETING: October 22, 2024

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

**Through:** Napoleon Haney, Village Manager

**From:** Joshua Burman, Director of Public Works

**Topic:** Purchase Approval – Public Works Roller

### PURPOSE

Staff is requesting the Board approve the purchase of a Volvo DD25B Roller from Alta Equipment Company, LLC of Orland Park, IL for a total purchase of \$49,990. This will replace the current 1995 Ingersoll Rand DD24 Roller. The purchase will be made utilizing financing through the five-year lease agreement that was approved by the Board of Trustees at the October 8, 2024 meeting.

### PROCESS

A Double Drum or “DD” roller is a heavy piece of construction equipment used for the primary purpose of compacting soil, gravel, asphalt, and other materials to establish a stable and level surface. This piece of equipment is vital to complete in-house road surface tasks. The current unit has been in service for more than 30 years.

In 2007, Ingersoll Rand was purchased by Volvo. Since this acquisition, parts have come at a premium simply because they must be purchased from Volvo. The limited availability of stock has also led Public Works to face extended lead times for replacement parts. Due to these challenges, the Public Works Department has determined that the Ingersoll Rand DD24 Roller needs to be replaced.

Through the budget process, approval was given to finance a plow truck utilizing a five-year lease. The annual lease payment is budgeted in the General Fund. Since the plow truck was not readily available, staff identified six (6) other vehicles for replacement. These were presented to the Board during the Village Board meeting on October 8, 2024, when the 2024 leasing program was approved. The Volvo DD25B Roller was one of the vehicles identified to be replaced and financed.

Staff researched purchase options and located a 2024 Volvo DD25B that is available at Alta Equipment Company, LLC of Orland Park, IL through the Sourcewell Cooperative Purchasing Contract. The total purchase price is \$49,990.



Double Drum Roller

## OUTCOME

The approval of this vehicle purchase will allow Public Works to replace a vital asset, alleviating concerns about costly premium parts and the risk of being unable to perform repairs.

## FINANCIAL IMPACT

- **Funding Source:** Five-Year Lease Agreement through BMO Harris Bank
- **Budgeted Amount:** \$80,000 in General Fund – annual lease payment covering the purchase of six (6) Public Works vehicles/equipment
- **Cost:** \$49,990 to be financed over a five-year period through a lease agreement

## LEGAL REVIEW

Not Required

## RECOMMENDED BOARD ACTION

Waive competitive bidding due to utilizing a vendor through a cooperative purchasing program; and, approve the purchase of one (1) 2024 Volvo DD25B Roller from Alta Equipment Company, LLC of Orland Park, IL for a total purchase of \$49,990 to be financed over a five-year period through a lease agreement.

## ATTACHMENT(S)

Alta Equipment Company, LLC Sourcewell Quote #011723-VCE

# Quote Valid for 90 days



**Contract:**  
**011723-**  
**VCE**

**Date:** 8/26/2024

<b>Buying Agency:</b>	VILLAGE OF HOMEWOOD	<b>Dealership:</b>	ALTA EQUIPMENT COMPANY
<b>SW Member #:</b>		<b>Prepared By:</b>	BOB KEEL
<b>Contact Person:</b>		<b>Phone:</b>	708-280-9908
<b>Phone/Email:</b>		<b>Email:</b>	<a href="mailto:robert.keel@altg.com">robert.keel@altg.com</a>

<b>Sourcewell Product Code</b>	L - Volvo Pricing Catalog: Tandem Drum Vibratory Rollers (Asphalt Compactors)
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**A. Catalog / Price Sheet Items being purchased**

Quan	Description	Unit Pr	Total
1	DD25B - EQ0363403	\$49,480	\$49,480
	See next page for machine specs at List Price, Contract Discount, Machine Price		
	TOTAL Purchase Price at Bottom of this Page		
<b>Sourcewell Machine Price:</b>			\$49,480
<b>Additional Discount:</b>			-\$1,150
<b>Subtotal A:</b>			<b>\$48,330</b>

**B. Sourced Contracted Items**

Quan	Description	Unit Pr	Total
1	NONE		\$0
<b>Subtotal B:</b>			<b>\$0</b>

**C. Freight / Installation / Ext Warranty / Trade-Ins / Other Allowances/ Miscellaneous Charges**

<b>Freight</b>	\$1,000
<b>PDI</b>	\$660
<b>Subtotal C:</b>	<b>\$1,660</b>

<b>Delivery Date:</b>		<b>D. TOTAL PURCHASE PRICE (A+B+C):</b>	<b>\$49,990</b>
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## BOARD AGENDA MEMORANDUM

DATE OF MEETING: October 22, 2024

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

**Through:** Napoleon Haney, Village Manager

**From:** Joshua Burman, Director of Public Works

**Topic:** Purchase Approval - Public Works Towable Generator Replacement

### PURPOSE

Staff is requesting the Board approve the purchase of a 100kw Kohler towable generator and power distribution accessories to replace the 1984 ONAN 30kw towable generator unit. The purchase will be financed through the five-year lease agreement that was approved by the Board of Trustees at the October 8, 2024 meeting.

### PROCESS

At the September 10, 2024 Board meeting, the Board approved the purchase of a 100kW Kohler towable generator and power distribution accessories for \$82,759 and funded by the American Rescue Plan Act (ARPA). This purchase replaced a unit that had been in service for 41 years. Another generator remains in the fleet, is also 41 years old, and faces similar issues such as the unavailability of parts. Staff has determined that adding another 100kW Kohler towable generator equipment would be advantageous as the department works to standardize Village equipment.

Having two fully operational generators will eliminate the need for the Village to rent equipment during emergencies, as well as for festivals and civic events. Staff conducted an analysis of rental costs and concluded that owning a generator would be more beneficial for the Village's operations.

Initially, during the budget process, approval was granted to finance a plow truck through a five-year lease, with the annual lease payment allocated in the General Fund. However, since the plow truck was not immediately available, six other vehicles were identified for replacement and introduced to the Board during the October 8, 2024 Village Board meeting, when the 2024 leasing program received approval. The towable generator was included among the vehicles slated for replacement and financing.

The generator that was approved on September 10, 2024, was purchased from Buckeye Power Sales in Romeoville, IL, leveraging a cooperative purchasing contract with Sourcewell and selecting Buckeye Power due to their status as a regional vendor for Kohler. This decision was made to ensure consistency and cost effectiveness in our procurement process. Staff now





requests approval to purchase an additional 100kw Kohler towable generator from Buckeye Power Sales of Romeoville, IL in the total of \$82,759.



New 100kw Kohler towable generator



Old 1984 ONAN 30kw towable generator

## OUTCOME

The generator will be used to provide emergency power supply during outages at our water pumping stations and lift stations to ensure that service to residents will go uninterrupted. Staff also has plans to provide power during Village festivals using Village equipment instead of costly rentals.

## FINANCIAL IMPACT

- **Funding Source:** Five-Year Lease Agreement through BMO Harris Bank
- **Budgeted Amount:** \$80,000 in General Fund – annual lease payment covering the purchase of six (6) Public Works vehicles/equipment
- **Cost:** \$82,759.00 to be financed over a five-year period through a lease agreement

## LEGAL REVIEW

Not Required

## RECOMMENDED BOARD ACTION:

Waive competitive bidding due to Buckeye Power Sales being the local Kohler Power Systems vendor; and, approve the purchase of a 100kw Kohler towable generator from Buckeye Power Sales of Romeoville, IL in the total amount of \$82,759 to be financed over a five-year period through a lease agreement.

## ATTACHMENT(S)

Two quotes from Buckeye Power

**JOB NAME: Village of Homewood – 120REOZT4**

QUOTE NUMBER: 24353

QUOTE EXPIRATION DATE: 9/20/2024

**INSIDE SALES:**

Sam Erdman  
serdman@bpsco.com  
317-468-8244

**OUTSIDE SALES:**

Patrick Splon  
psplon@bpsco.com  
317-712-7442

**PROJECT ENGINEER**

Steve Hulak  
shulak@bpsco.com  
331-312-0353

*With the uncertainty of the economy and the changes in commodities costs, this proposal is valid for **30-Days**. Meaning equipment on this proposal needs to be released for production by **9/20/2024** in order to maintain pricing.*

**BILL OF MATERIALS**

QTY	DESCRIPTION
<b>GENERATOR</b>	
1	120REOZT4
	See attached spec sheet

**TOTAL SELL PRICE:**

**\$82,759.00**

**Equipment: \$78,549.00**

**Freight: \$1,200.00**

**Start-Up & Commissioning: \$3,010.0**

**Note: No Drawings or specifications provided.**

**TERMS AND CONDITIONS**

Equipment, and/or labor, and/or various items are in accordance with Buckeye Power Sales Co., Inc. experienced interpretations of plans and specifications, within the limited time between request for bid and bid due date. Materials supplied under this quotation, which are commercially produced to typical industry standards, have been deemed in substantial compliance and therefore acceptable. Only the materials itemized on the attached quotation will be supplied. Buyer agrees to verify all items, sizes and quantities listed on our quotation. Buckeye Power Sales Co., Inc. is not responsible for omissions.

**THERE ARE NO UNDERSTANDINGS, AGREEMENTS, REPRESENTATIONS, OR WARRANTIES, EXPRESSED OR IMPLIED (INCLUDING ANY REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) OTHER THAN THOSE SPECIFIED HEREIN, RESPECTING THIS CONTRACT OR THE EQUIPMENT HEREUNDER. THIS CONTRACT STATES THE ENTIRE OBLIGATION OF SELLER (BUCKEYE POWER SALES CO., INC.) IN CONNECTION WITH THIS TRANSACTION. BUCKEYE POWER SALES CO., INC. SHALL NOT BE LIABLE FOR LOST PROFITS OR ANY SPECIAL OR CONSEQUENTIAL DAMAGES DIRECTLY OR INDIRECTLY ARISING OUT OF THE USE OF, THE INABILITY TO USE, OR ANY DELAYS IN DELIVERY/SHIPMENT OF THE EQUIPMENT MENTIONED HEREBY, EVEN IF WE ARE SO ADVISED OF THE POSSIBILITY OF DAMAGES. NO BUCKEYE POWER**

**SALES CO., INC. EMPLOYEE HAS THE AUTHORITY TO VERBALLY BIND EITHER BUCKEYE POWER SALES CO., INC. OR ANY MANUFACTURER OTHERWISE.**

Buckeye Power Sales Co., Inc. will not be bound to any order containing retainages. Full payment is due according to the terms set forth herein. If no payment terms are otherwise specified, then the terms shall be: 100% net 10 days; 1.5% per month interest applies after 30 days, subject to credit approval. Buyer agrees to compensate Buckeye Power Sales Co. for all attorney fees incurred in collecting all amounts due, whether or not a lawsuit is filed. Freight damages must be reported to freight carrier, and freight delivery ticket presented by freight carrier must carry notation of damage and be signed by the trucker. Buckeye Power Sales Co., Inc. will aid customer in filing their claims on freight damages but will not honor claim presented to Buckeye Power Sales Co., Inc. and not to freight carrier.

Every responsible precaution is taken against breakage or other damage in transit. As all goods are shipped at Buyer's risk, Seller's responsibility ceases upon delivery of the material in good order to the carrier. Freight allowance, if any, is subject to Seller's current shipping terms. Unless otherwise conveyed in writing to Buyer by Seller, claims against carriers are to be filed by Buyer. It is Buyer's responsibility to inspect products upon delivery for transit damage and/or shortage. If damage or shortage is detected, it should be duly noted on the bill of lading before signing for merchandise. An inspection report should be requested of the carrier followed by a settlement claim to the carrier.

Ownership transfers to the Buyer at the time of shipment from the factory or Seller's warehouse. It is Buyer's obligation to communicate in advance in writing when and where they want to receive equipment. Storage may be arranged at the Seller's warehouse or designee at the request of the Buyer with the understanding that additional fees may be charged for storage and that payment will be due per the terms stated herein.

Any claims for shortage must be made promptly for any consideration. The undersigned agrees to inspect all goods upon delivery, and specifically agrees that forty-eight (48) hours after delivery shall constitute a reasonable period for inspection of goods. The undersigned agrees to accept as conforming any goods not rejected within forty-eight (48) hours after delivery. The undersigned agrees that notice of rejection must be in writing to be effective.

The undersigned agrees to be on site for delivery of all goods. If the undersigned should fail to be on site at the time of delivery, the undersigned accepts all responsibility for theft, damage or other casualty to the goods from the time of delivery, and waives any claims that could be made against Buckeye Power Sales Co., Inc. as a result of said delivery, regardless of whether Buckeye Power Sales Co., Inc. (including its management and employees) negligently caused, or is alleged to have caused, such theft, damage or casualty.

Buckeye Power Sales Co., Inc.'s prices do not include any federal, state, or local sales, use, property, or excise taxes. If any such taxes are imposed, Seller will invoice them to Buyer as a separate item. In lieu of such taxes, Buyer must provide, with each order, a tax exemption certificate acceptable to the proper taxing authorities. Buckeye Power Sales Co., Inc. is not responsible for collection and payment of Sales/Use tax in states in which Buckeye Power Sales Co., Inc. does not have a vendor's license.

**Buyer acknowledges that Buckeye Power Sales Co., Inc. does not make and specifically negates, renounces and disclaims any representations, warranties and/or guaranties of any kind or character, expressed or implied, with respect to (i) the products sold, their use, design, application or operation, their merchantability, their physical condition or their fitness for a particular purpose, (ii) the maintenance or other expenses to be incurred in connection with the products, (iii) the agents, suppliers and employees or (iv) the accuracy or reliability of any information, designs or documents furnished to Buyer. Buckeye Power Sales Co., Inc. neither assumes, nor authorizes any person to assume for it, any other obligation in connection with the sale of its products and/or rendering of its services. Any recommendations made by Buckeye Power Sales Co., Inc. concerning the use, design, application or operation of the products shall not be construed as representations or warranties, expressed or implied. Failure by Buckeye Power Sales Co., Inc. to make recommendations or give advice to Buyer shall not impose any liability upon Buckeye Power Sales Co., Inc.**

Buyer agrees to defend, indemnify and hold Buckeye Power Sales Co., Inc., its directors, officers and employees harmless from and against any and all claims, losses, costs, expenses, attorney's fees, and liabilities ("Claims") arising out of or related to the goods, however, Buyer shall not be required to indemnify to the extent it is determined through final adjudication that were negligent or otherwise liable for such Claim.

**If any provision hereof is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be fully severable, and the terms and conditions herein shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been made a part hereof. The remaining provisions herein shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provisions or by their severance here from.**

**Buckeye Power Sales Co., Inc.'s failure to insist upon the strict performance of any term or condition herein shall not be deemed a waiver of any of Buckeye Power Sales Co., Inc.'s rights or remedies hereunder, nor of its right to insist upon the strict performance of the same or any other term herein in the future. No waiver of any term or condition hereunder shall be valid unless in writing and signed by Buckeye Power Sales Co., Inc.**

The rights and obligations of the parties hereto and the construction and effect of any contract formed pursuant hereto, shall be governed by the laws of the State of Ohio. **Buyer hereby agrees to the exclusive jurisdiction and venue of the Court of Common Pleas for Franklin County, Ohio for the resolution of all disputes.**

Objections to any or all provisions contained in this contract or to any other communication shall not constitute a waiver of these terms or conditions thereof.

Buckeye Power Sales Co., Inc. will not be liable for any delays in the performance of orders or contracts or in the delivery or shipment of goods or for any damages suffered by purchaser by reason of any such delay. Delivery forecast is approximate and subject to change without penalty.

In the event that a quotation is not accepted in its entirety, we reserve the right to decline any part or all of the order.

All stenographic, typographic, or clerical errors are subject to correction. Upon acceptance by Buckeye Power Sales Co. Inc., this order will be entered for production and will not thereafter be subject to deferment of delivery without our written consent. Any expense incurred by Buckeye Power Sales Co. Inc., due to the cancellation of an order or the deferment of a delivery schedule will be billed to the purchaser and be immediately due and owing, together with any and all costs of cancellation, including an order or the deferment of a delivery schedule will be billed to the purchaser and be immediately due and owing, together with any and all costs of cancellation, including attorney's fees.

**JOB NAME: Village of Homewood – 120REOZT4 - 2**

QUOTE NUMBER: 24353

QUOTE EXPIRATION DATE: 9/20/2024

**INSIDE SALES:**

Sam Erdman  
serdman@bpsco.com  
317-468-8244

**OUTSIDE SALES:**

Patrick Splon  
psplon@bpsco.com  
317-712-7442

**PROJECT ENGINEER**

Steve Hulak  
shulak@bpsco.com  
331-312-0353

*With the uncertainty of the economy and the changes in commodities costs, this proposal is valid for **30-Days**. Meaning equipment on this proposal needs to be released for production by **9/20/2024** in order to maintain pricing.*

**BILL OF MATERIALS**

QTY	DESCRIPTION
<b>GENERATOR</b>	
1	120REOZT4
	See attached spec sheet

**TOTAL SELL PRICE:**

**\$82,759.00**

**Equipment: \$78,549.00**

**Freight: \$1,200.00**

**Start-Up & Commissioning: \$3,010.0**

**Note: No Drawings or specifications provided.**

**TERMS AND CONDITIONS**

Equipment, and/or labor, and/or various items are in accordance with Buckeye Power Sales Co., Inc. experienced interpretations of plans and specifications, within the limited time between request for bid and bid due date. Materials supplied under this quotation, which are commercially produced to typical industry standards, have been deemed in substantial compliance and therefore acceptable. Only the materials itemized on the attached quotation will be supplied. Buyer agrees to verify all items, sizes and quantities listed on our quotation. Buckeye Power Sales Co., Inc. is not responsible for omissions.

**THERE ARE NO UNDERSTANDINGS, AGREEMENTS, REPRESENTATIONS, OR WARRANTIES, EXPRESSED OR IMPLIED (INCLUDING ANY REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) OTHER THAN THOSE SPECIFIED HEREIN, RESPECTING THIS CONTRACT OR THE EQUIPMENT HEREUNDER. THIS CONTRACT STATES THE ENTIRE OBLIGATION OF SELLER (BUCKEYE POWER SALES CO., INC.) IN CONNECTION WITH THIS TRANSACTION. BUCKEYE POWER SALES CO., INC. SHALL NOT BE LIABLE FOR LOST PROFITS OR ANY SPECIAL OR CONSEQUENTIAL DAMAGES DIRECTLY OR INDIRECTLY ARISING OUT OF THE USE OF, THE INABILITY TO USE, OR ANY DELAYS IN DELIVERY/SHIPMENT OF THE EQUIPMENT MENTIONED HEREBY, EVEN IF WE ARE SO ADVISED OF THE POSSIBILITY OF DAMAGES. NO BUCKEYE POWER**

**SALES CO., INC. EMPLOYEE HAS THE AUTHORITY TO VERBALLY BIND EITHER BUCKEYE POWER SALES CO., INC. OR ANY MANUFACTURER OTHERWISE.**

Buckeye Power Sales Co., Inc. will not be bound to any order containing retainages. Full payment is due according to the terms set forth herein. If no payment terms are otherwise specified, then the terms shall be: 100% net 10 days; 1.5% per month interest applies after 30 days, subject to credit approval. Buyer agrees to compensate Buckeye Power Sales Co. for all attorney fees incurred in collecting all amounts due, whether or not a lawsuit is filed. Freight damages must be reported to freight carrier, and freight delivery ticket presented by freight carrier must carry notation of damage and be signed by the trucker. Buckeye Power Sales Co., Inc. will aid customer in filing their claims on freight damages but will not honor claim presented to Buckeye Power Sales Co., Inc. and not to freight carrier.

Every responsible precaution is taken against breakage or other damage in transit. As all goods are shipped at Buyer's risk, Seller's responsibility ceases upon delivery of the material in good order to the carrier. Freight allowance, if any, is subject to Seller's current shipping terms. Unless otherwise conveyed in writing to Buyer by Seller, claims against carriers are to be filed by Buyer. It is Buyer's responsibility to inspect products upon delivery for transit damage and/or shortage. If damage or shortage is detected, it should be duly noted on the bill of lading before signing for merchandise. An inspection report should be requested of the carrier followed by a settlement claim to the carrier.

Ownership transfers to the Buyer at the time of shipment from the factory or Seller's warehouse. It is Buyer's obligation to communicate in advance in writing when and where they want to receive equipment. Storage may be arranged at the Seller's warehouse or designee at the request of the Buyer with the understanding that additional fees may be charged for storage and that payment will be due per the terms stated herein.

Any claims for shortage must be made promptly for any consideration. The undersigned agrees to inspect all goods upon delivery, and specifically agrees that forty-eight (48) hours after delivery shall constitute a reasonable period for inspection of goods. The undersigned agrees to accept as conforming any goods not rejected within forty-eight (48) hours after delivery. The undersigned agrees that notice of rejection must be in writing to be effective.

The undersigned agrees to be on site for delivery of all goods. If the undersigned should fail to be on site at the time of delivery, the undersigned accepts all responsibility for theft, damage or other casualty to the goods from the time of delivery, and waives any claims that could be made against Buckeye Power Sales Co., Inc. as a result of said delivery, regardless of whether Buckeye Power Sales Co., Inc. (including its management and employees) negligently caused, or is alleged to have caused, such theft, damage or casualty.

Buckeye Power Sales Co., Inc.'s prices do not include any federal, state, or local sales, use, property, or excise taxes. If any such taxes are imposed, Seller will invoice them to Buyer as a separate item. In lieu of such taxes, Buyer must provide, with each order, a tax exemption certificate acceptable to the proper taxing authorities. Buckeye Power Sales Co., Inc. is not responsible for collection and payment of Sales/Use tax in states in which Buckeye Power Sales Co., Inc. does not have a vendor's license.

**Buyer acknowledges that Buckeye Power Sales Co., Inc. does not make and specifically negates, renounces and disclaims any representations, warranties and/or guaranties of any kind or character, expressed or implied, with respect to (i) the products sold, their use, design, application or operation, their merchantability, their physical condition or their fitness for a particular purpose, (ii) the maintenance or other expenses to be incurred in connection with the products, (iii) the agents, suppliers and employees or (iv) the accuracy or reliability of any information, designs or documents furnished to Buyer. Buckeye Power Sales Co., Inc. neither assumes, nor authorizes any person to assume for it, any other obligation in connection with the sale of its products and/or rendering of its services. Any recommendations made by Buckeye Power Sales Co., Inc. concerning the use, design, application or operation of the products shall not be construed as representations or warranties, expressed or implied. Failure by Buckeye Power Sales Co., Inc. to make recommendations or give advice to Buyer shall not impose any liability upon Buckeye Power Sales Co., Inc.**

Buyer agrees to defend, indemnify and hold Buckeye Power Sales Co., Inc., its directors, officers and employees harmless from and against any and all claims, losses, costs, expenses, attorney's fees, and liabilities ("Claims") arising out of or related to the goods, however, Buyer shall not be required to indemnify to the extent it is determined through final adjudication that were negligent or otherwise liable for such Claim.

**If any provision hereof is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be fully severable, and the terms and conditions herein shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been made a part hereof. The remaining provisions herein shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provisions or by their severance here from.**

**Buckeye Power Sales Co., Inc.'s failure to insist upon the strict performance of any term or condition herein shall not be deemed a waiver of any of Buckeye Power Sales Co., Inc.'s rights or remedies hereunder, nor of its right to insist upon the strict performance of the same or any other term herein in the future. No waiver of any term or condition hereunder shall be valid unless in writing and signed by Buckeye Power Sales Co., Inc.**

The rights and obligations of the parties hereto and the construction and effect of any contract formed pursuant hereto, shall be governed by the laws of the State of Ohio. **Buyer hereby agrees to the exclusive jurisdiction and venue of the Court of Common Pleas for Franklin County, Ohio for the resolution of all disputes.**

Objections to any or all provisions contained in this contract or to any other communication shall not constitute a waiver of these terms or conditions thereof.

Buckeye Power Sales Co., Inc. will not be liable for any delays in the performance of orders or contracts or in the delivery or shipment of goods or for any damages suffered by purchaser by reason of any such delay. Delivery forecast is approximate and subject to change without penalty.

In the event that a quotation is not accepted in its entirety, we reserve the right to decline any part or all of the order.

All stenographic, typographic, or clerical errors are subject to correction. Upon acceptance by Buckeye Power Sales Co. Inc., this order will be entered for production and will not thereafter be subject to deferment of delivery without our written consent. Any expense incurred by Buckeye Power Sales Co. Inc., due to the cancellation of an order or the deferment of a delivery schedule will be billed to the purchaser and be immediately due and owing, together with any and all costs of cancellation, including an order or the deferment of a delivery schedule will be billed to the purchaser and be immediately due and owing, together with any and all costs of cancellation, including attorney's fees.



## BOARD AGENDA MEMORANDUM

DATE OF MEETING: October 22, 2024

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

**Through:** Napoleon Haney, Village Manager

**From:** Joshua Burman, Director of Public Works

**Topic:** Bid Award – 2024 Sanitary Sewer Lining Project

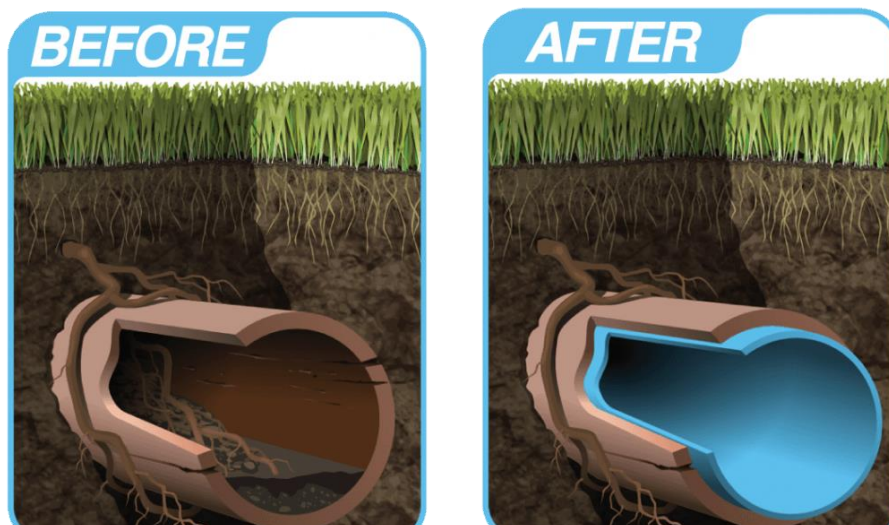
### PURPOSE

Staff requests that the Village Board award the Sanitary Sewer Lining Project to Hoerr Construction, Inc. of Goodfield, IL in an amount not to exceed \$384,060.

### PROCESS

Homewood Public Works currently maintains 75 miles of sanitary sewer main. During routine maintenance of cleaning and televising the mains, staff will periodically come across sections of main showing deficiencies. These can be in the form of cracks, tree roots, separated joints of pipe, or missing pipe. When liners are used, the sewer is brought back to a nearly new condition without significantly disrupting street traffic or sewer service to customers.

Sanitary Sewer Lining is a trenchless rehabilitation process used to repair existing sanitary sewer pipes within a municipal network, without the need for large excavations. Contractors will verify conditions by televising the sewer pipe, cleaning any debris found, and installing a felt liner impregnated with a resin. Once the liner is laid out, it is inflated to *cure in place*, creating a like-new, smooth surface within the old pipe. The process is fast and more cost effective compared to excavation and installation of new sewer pipe. A “T-Liner” is a one-piece structural liner that connects a main pipe (municipal) to a lateral (residential) pipe in a sewer system forming a “T.”







Public Works posted the bid in late September, and the public bid opening was held on October 15, 2024. A bid tabulation is listed below.

<u>Contracting Firm</u>	<u>Cost</u>
• National Power Rodding	\$604,727.00
• Performance Pipelining, Inc.	\$420,000.00
• Insituform Technologies	\$450,222.71
• BLD Services, LLC	\$426,675.00
• Hoerr Construction	\$384,060.00

## OUTCOME

On October 15, 2024, five (5) bids were received and read aloud at Public Works. Staff reviewed the bids received and found Hoerr Construction, Inc. of Goodfield, IL to be the lowest responsible bidder.

## FINANCIAL IMPACT

- **Funding Source:** Water & Sewer Capital Fund
- **Budgeted Amount:** \$500,000
- **Cost:** \$384,060

## LEGAL REVIEW

Not Required

## RECOMMENDED BOARD ACTION

Award Sanitary Sewer Lining Project to Hoerr Construction, Inc. of Goodfield, IL, the lowest responsible bidder, at the unit prices of: \$34 per linear foot of 8" diameter sewer main, \$42 of 10" diameter sewer main, \$100 to reestablish service connections, \$3,850 each for 8" T-Liner, \$3,900 each for 10" T-Liner, and \$4,000 each for 12" T-Liner, in a total amount not to exceed \$384,060.

## ATTACHMENT(S)

- Bid Tabulation Sheet
- Map of Sewer Lining project areas

# Village of Homewood - Bid Tabulation Sheet

Project: Sewer Lining  
 Bid Number: 24-06PW  
 Bid Opening Date: October 15, 2024  
 Bid Opening Time: 10:00 am  
 Attendance: Jones, Fritz

Bidders Name	Total Amount of Bid	Notes
1 Hoerr Construction	\$384,060.00	
2 National Power Rodding	\$604,727.00	
3 BLD Services, LLC	\$426,675.00	
4 Insituform Technologies, LLC	\$450,222.71	
5 Performance Pipelining, Inc.	\$420,000.00	
6		
7		
8		
9		

**Scope of Work/Pricing**

The intent of this specification is that the locations presented herein shall be considered to be the actual work locations under this Contract. No deviations from the unit prices bid herein shall be allowed for the locations stated below except by permission granted by the Village Engineer.

**Locations List**

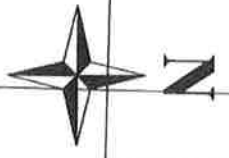
The job locations below are located as indicated on the location maps included herein. Initial work quantities and locations are:

<i>Section</i>	<i>Size "</i>	<i>Manhole #</i>	<i>to</i>	<i>Manhole #</i>	<i>Linear Feet</i>	<i>Services</i>
Pine Alley	10	4-125-10		4-124-10	180	3
Pine Alley	10	4-124-10		4-123-10	170	4
Pine Alley	10	4-123-10		4-122-10	200	4
Harwood & Chestnut	8	11-28-8		11-29-8	180	0
Harwood	8	11-29-8		11-30-8	170	0
Chestnut	8	11-28-8		11-27-8	290	0
18532 Martin – rear	8	19-75-8		19-74-8	140	6
18526 Martin – rear	8	19-74-8		19-73-8	180	6
18510 Martin – rear	8	19-73-8		19-40-8	180	4
Juhlin & Idlewild	8	1508 Juhlin		18824 Juhlin	215	6
18844 Juhlin	8	18844 Juhlin		18824 Juhlin	260	8
18824 Juhlin	8	18824 Juhlin		18758 Juhlin	260	6
18758 Juhlin	8	18758 Juhlin		1506 Carson	215	6

**Manhole Numbering**

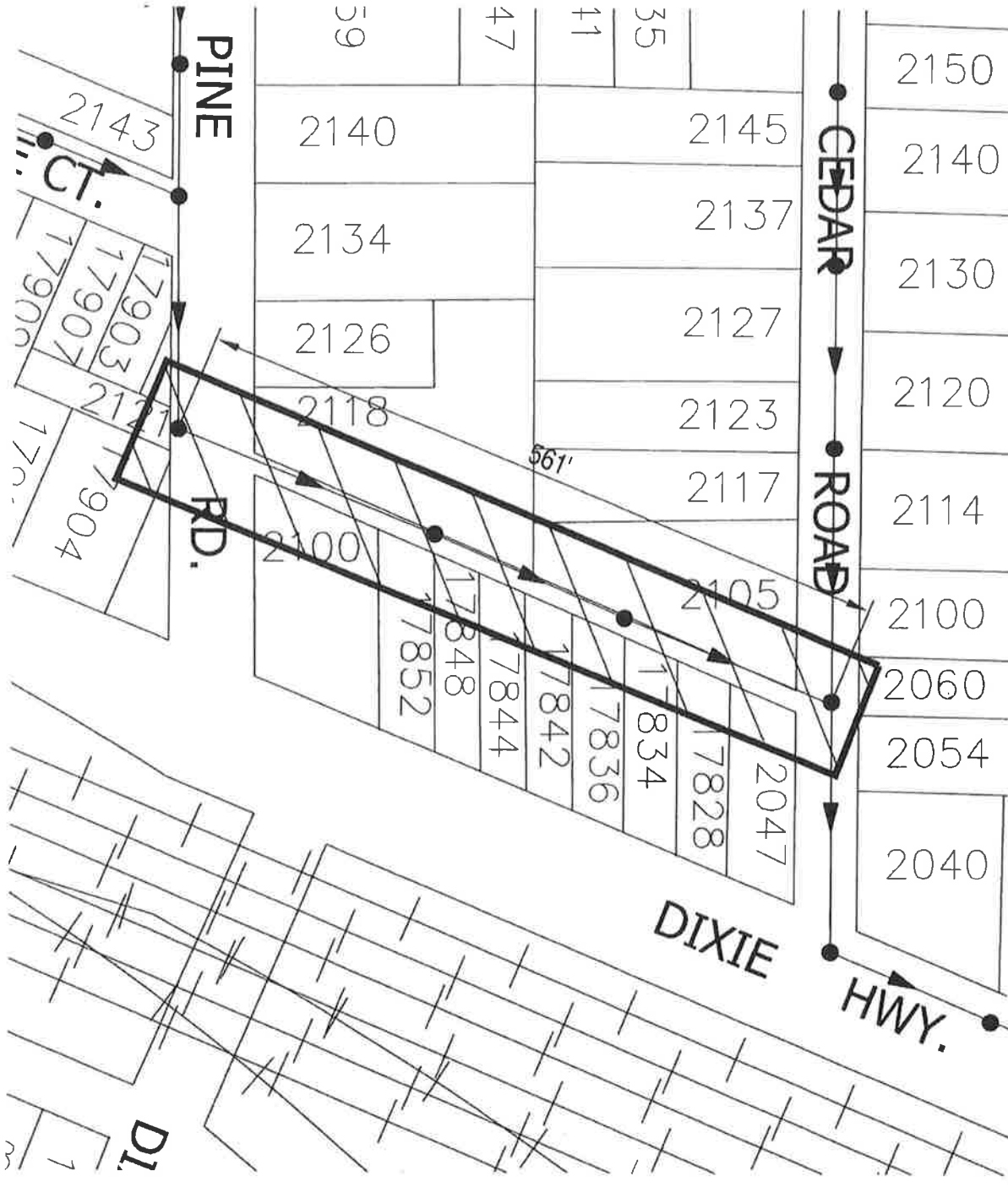
Manhole numbering is for contractor convenience. The aforementioned addresses are approximate only. Actual manholes locations must be verified in the field. All service connection counts are approximate. The Contractor shall determine all final dimensions and service locations in the field prior to the start of construction.

# VILLAGE OF HOMEWOOD 2024 SEWER LINING PROJECT



12 SERVICES

VILLAGE OF HOMEWOOD  
NOT TO SCALE  
DATE: 1/17/2024





# VILLAGE OF HOMEWOOD

## 2024 SEWER LINING PROJECT

VILLAGE OF HOMEWOOD  
 NOT TO SCALE  
 DATE: 9/24/2024



**VILLAGE OF HOMEWOOD 2024  
SEWER LINING PROJECT**

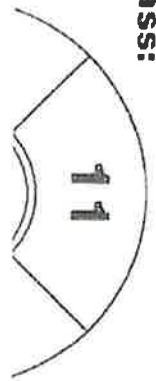
**SEWER UTILITIES**

SCALE 1"=20'

**LEGEND**

- SANITARY SEWER
- FORCED MAIN SANITARY SEWER
- WATER MAIN

**Sheet location compass:**



# VILLAGE OF HOMEWOOD 2024 SEWER LINING PROJECT

VILLAGE OF HOMEWOOD  
NOT TO SCALE  
DATE: 9/24/2024

