# **MEETING AGENDA**



**Board of Trustees Meeting** 

Village of Homewood October 28, 2025

Meeting Start Time: 7:00 PM

Village Hall Board Room 2020 Chestnut Road, Homewood, IL

893

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

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

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

<u>Consider</u> a motion to approve the minutes from the regular meeting of the Board of Trustees held on October 14, 2025.

Claims List:

<u>Consider</u> a motion to approve the Claims List of Tuesday, October 28, 2025 in the amount of \$367,930.23.

Presentation(s):

Mike Matthys from Linden Group Architects will present an update on the Homewood Auditorium.

- 8. Hear from the Audience
- Omnibus Vote: Consider a motion to pass, approve, authorize, accept, or award the following item(s):
  - A. Reappointments/Tree Committee: Approve the reappointments of Jason Baldauf and Janet Hernandez to the Tree Committee for a three-year term ending on October 28, 2028.
  - B. Intergovernmental Agreement/Southland Communications System: Authorize the Village President to enter into an intergovernmental agreement creating the Southland Communications System as part of the E-COM and SouthCom 911 Consolidation.
  - C. Budget Amendment/Acceptance of Proposal/Engineering Services/Burns & McDonnell: Approve a budget amendment of \$388,600 to the water sewer fund; and, accept a proposal from Burns & McDonnell of Chicago, IL for professional engineering services (Tasks 1 & 2) in an amount not to exceed \$388,600, to assist the Village of Homewood in Construction Management of Lead Service Line Replacement Fiscal Year 2026 in accordance with the United States Environmental Protection Agency and Illinois Environmental Protection Agency requirements.

- D. Contract Amendment/Professional Services Agreement/Burns & McDonnell: Approve a contract amendment with Burns & McDonnell of Chicago, IL to update the terms and conditions of the professional engineering services agreement approved on March 12, 2024, in order make the contract value eligible for reimbursement through the Illinois Environmental Protection Agency State Revolving Fund Loan.
- E. R-3237/Illinois Municipal Retirement Fund Earnings: Pass a resolution electing to include cash payments in lieu of or related to health insurance as Illinois Municipal Retirement Fund earnings.
- F. M-2374/Gaming Tax Regional Share/Police and Fire Pension Funds: Pass an ordinance approving Homewood's distribution of the 1/43rd regional share of gaming tax be shared with the Police and Fire Pension funds.
- G. M-2375/Increase of Liquor Licenses/R. Scott Donkel, LLC/2059 Ridge Road: Pass an ordinance amending the Table of the Number of Liquor License Limitations by Class to increase the allowed number of Class 1 liquor licenses by one for the ownership change of R. Scott Donkel, LLC d/b/a The Ridgewood for their proposed location at 2059 Ridge Road, subject to successful completion of the liquor license application process.
- H. M-2376/Permit for Outdoor Sales/R. Scott Donkel, LLC/2059 Ridge Road: Pass an ordinance waiving requirements governing outdoor alcohol sales for R. Scott Donkel, LLC; and approve the issuance of a Permit for Sale of Alcoholic Beverages Outdoor to R. Scott Donkel, LLC, d/b/a The Ridgewood, subject to successful completion of the liquor license application process.
- M-2377/Purchase and Sale Agreement/18155 Dixie Highway: Pass an ordinance authorizing the Village President to enter into a real estate purchase and sale agreement with Munir Bawadi for the Village-owned property located at 18155 Dixie Highway.
- J. R-3238/Incentive Agreement/18065 Harwood Avenue: Approve a budget amendment of \$3,786 to the General Fund for an incentive payment to Larry Kane; and pass a resolution authorizing the Village President to enter into an incentive agreement with Larry Kane of Jonathan Kane Salon and Spa, to provide financial assistance from the non-TIF Business Incentive Program for \$3,786 for building improvements at 18065 Harwood Avenue, Retail Suite #2.
- K. Budget Amendment/Vehicle Purchase/Currie Motor Fleet: Approve a budget amendment in the amount of \$57,142; and, authorize the purchase of one (1) Ford Utility Police Interceptor from Currie Motor Fleet of Frankfort, IL in the amount of \$45,142 and the purchase of lighting, accessories, and equipment in the amount of \$12,000, for a total amount not to exceed \$57,142.
- L. Budget Amendment/Emergency Purchase/Lift Station #9/Metropolitan Industries: Approve a budget amendment transfer of \$120,602.90 from the Contingency Fund line item; and, waive competitive bidding to approve an emergency purchase of a stainless-steel above-ground enclosure and the replacement of new electrical and control components at Lift Station #9 from Metropolitan Industries of Romeoville, IL in the amount of \$109,639.00 with an additional 10% contingency of up to \$120,602.90. This approval will authorize the Village Manager to execute the necessary agreements and payment approvals required to complete this project.

- M. Bid Award/Brick Paver Replacement/GC Designs: Award the bid for Brick Paver Replacement and Resetting in the Central Business District to GC Designs of Minooka, IL, the lowest responsible bidder, in the amount of \$16,110 and authorize the Village Manager to execute the necessary contract documents.
- 10. General Board Discussion
- 11. Executive Session: Consider a motion to enter into executive session to discuss the following:

Semi-annual review of closed session minutes under 5 ILCS 120/2(c)21.

12. Adjourn

Zoom Link: <a href="https://zoom.us/">https://zoom.us/</a>

- 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

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# VILLAGE OF HOMEWOOD BOARD OF TRUSTEES MEETING TUESDAY, OCTOBER 14, 2025 VILLAGE HALL BOARD ROOM

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

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

<u>ROLL CALL</u>: Clerk Nakina Flores called the roll. Those present were Trustee Vivian Harris-Jones, Trustee Julie Willis, Trustee Jay Heiferman, Trustee Patrick Siemsen, Trustee Lauren Roman, and Village President Richard Hofeld. Trustee Phillip Mason was absent.

President Hofeld introduced staff present: Village Manager Napoleon Haney, Village Attorney Chris Cummings, Chief of Police Denise McGrath, Deputy Fire Chief Steven DeJong, Economic and Community Development Director Angela Mesaros, Director of Finance Amy Zukowski, Director of Public Works Joshua Burman, and Assistant Village Manager Terence Acquah.

<u>MINUTES</u>: The minutes of September 30, 2025 were presented. There were no comments or corrections.

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

# Roll Call: AYES -- Trustees Harris-Jones, Willis, Heiferman, Siemsen, Roman. NAYS -None.

<u>CLAIMS LIST</u>: The Claims List in the amount of \$1,139,206.58 was presented. There were no questions from the Trustees.

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

#### Roll Call: AYES -- Trustees Harris-Jones, Willis, Heiferman, Siemsen, and Roman. NAYS -None.

President Hofeld said three (3) items totaled 65 percent of the Claims List: \$357,000 to the City of Chicago Heights for water, \$286,000 for one month's employee health insurance and \$99,000 to E-Com for quarterly police and fire dispatch.

<u>HEAR FROM THE AUDIENCE</u>: Resident Amy Crump read passages from the book "On Tyranny: Twenty Lessons from the Twentieth Century" by Timothy D. Snyder.

Jackie Riffice from Books without Borders said her September 11 book club meeting went well and she invited everyone out for her November 11 book club meeting at 6:45p.m.

Resident Bob Griffith asked if police would respond to his calls to protect his family against federal ICE agents who would try to take his daughters. Police Chief McGrath said yes the police will respond to any and all calls for service.

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

- A. Reappointments/Economic Development Committee/Beautification Committee: Approve the reappointments of Barbara Dawkins to the Economic Development Committee for a two-year term ending on October 14, 2027 and Karen Gallagher to the Beautification Committee for a five-year term ending on October 14, 2030.
- B. Purchase Approval/Replacement Dump Truck Body/Kankakee Truck Equipment: Waive competitive bidding due to standardization of equipment; and, authorize the purchase and installation of a replacement dump truck body for the 2009 International 7400 tandem axle Public Works dump truck, from Kankakee Truck Equipment of Kankakee, IL in the amount of \$43,568.
- C. R-3236/Jurisdictional Transfer Agreement/Illinois Department of Transportation/Harwood Avenue: Pass a resolution approving a Jurisdictional Transfer Agreement between the Village of Homewood and the State of Illinois for Harwood Avenue between Pine Road and Ridge Road in the Village of Homewood; and approve an amended Jurisdictional Transfer Agreement between the Village of Homewood and the State of Illinois for Harwood Avenue from Pine Road to Ridge Road in the Village of Homewood.
- D. M-2373/Increase of Liquor Licenses/Berkot's Super Foods/2345 183rd Street: Pass an ordinance amending the Table of the Number of Liquor License Limitations by Class, increasing the allowed number of Class 2 liquor licenses by one for Berkot's Super Foods for their proposed location at 2345 183rd Street, subject to successful completion of the liquor license application process.
- E. Intergovernmental Agreement/Cook County/Health Inspection Services: Authorize the Village President to enter into an agreement with the Cook County Department of Public Health for the Provision of Environmental Health Inspectional Services for the period of December 1, 2025 through November 30, 2026.

Before the vote, President Hofeld invited comments. The Board welcomed the new Berkot's grocery store.

Item D: Tim Kelly, the business development operator at Berkot's, said Lucas Kotara, the owner of Berkot's, owns and operates 16 stores in the surrounding areas. Berkot's is a family-owned business that will purchase and update the Walt's store, and will keep all the currently employed staff. He said that Berkot's looks forward to coming to Homewood.

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

# Roll Call: AYES -- Trustees Harris-Jones, Willis, Heiferman, Siemsen, and Roman. NAYS - None.

OLD BUSINESS: Napoleon Haney, along with staff members Noah Schumerth, Joshua Burman, and Terence Acquah, gave a presentation on the 183rd Street Speeding and Safety Mitigation Options. Staff reviewed years of data from the Burns & McDonnell traffic study conducted in 2021 and recommended four options. Option 1: Perform Additional Studies and/or Analyses. Option 2: Fund the 183rd Street Bike Lane Reconfiguration Project with Sub-Options. Option 3: Pursue Alternative Corridor Safety Improvements. Option 4: Consider Village-wide Input and Feedback via Non-Binding Referendum.

There were 11 residents who spoke in favor of the 183<sup>rd</sup> Street Road Diet. Steven Mc Dowell, who has been a road designer for 20 years, said it is not wise to reduce lanes because the Village has expanded, and when a town expands it does not reduce roads, it makes them larger. Jen Belinski said the police can only do so much because they cannot be there 24/7. Ashley Kjos said reducing lanes would add a buffer for pedestrians. Other residents said that something needs to be done because it is difficult to cross the street, pull out of their driveway, or walk and bike on the sidewalk. Residents shared that 183<sup>rd</sup> Street has been a problem for years and they would like something to be done about it. Jack Rivak said the radar signs that were recently installed seem to be slowing cars down. Eric Crump, who spoke as a resident and not as a representative for the HF Chronicle, said that the 183<sup>rd</sup> Street discussion has been a respectable debate for some time and added that based on the lower annual traffic counts of a section of 183<sup>rd</sup> Street, he feels like the section would be a sweet spot for a road diet. Amy Crump suggested that funds from recently passed 1% non-home rule sales tax should be used for the road diet.

President Hofeld asked Police Chief McGrath what her thoughts were on  $183^{rd}$  Street and she shared that she did not think there was enough data to proceed with a road diet because it would have a big impact on other streets as well as the flow of traffic on  $183^{rd}$  Street. When asked the same question, Deputy Fire Chief Steve DeJong said  $183^{rd}$  Street is a main response corridor and turning this into two lanes would cause more congestion, and create blind spots especially for drivers attempting to avoid fire and police vehicles stopped on the roadway.

President Hofeld solicited the Trustees for comments. Trustee Harris-Jones said that safety and the accessibility of emergency vehicles need to be addressed. Trustee Willis said option 3 is best because the drivers who disobey laws will also disobey 2 lanes creating head on collisions. Trustee Heiferman said he still supports the road diet option with the ITEP funding. Trustee Siemsen is not in favor of a road diet because of the need for accessibility for police and fire vehicles. Trustee Roman does not believe there is enough data, so she would like to implement option 3 for now with a possibility for a future road diet. Trustee Mason's statement was read by the Clerk, which stated that he believes that the issue can ultimately be reduced with targeted enforcement and traffic controls.

Napoleon Haney said police would exclusively target  $183^{rd}$  Street with more enforcement. President Hofeld said he has been open to all comments. The rationale is that reducing lanes would lead to heavier traffic on nearby streets and more congestion on  $183^{rd}$  Street. He stated that option 3 would be the right way to go and that staff should be directed to continue to increase enforcement and recommend tools that can address traffic safety concerns without road configuration. President Hofeld asked the Board to recommend one of the options.

A motion was made by Trustee Siemsen and seconded by Trustee Willis to direct staff to implement option 3 for  $183^{\rm rd}$  Street.

#### Roll Call: AYES -- Trustees Harris-Jones, Willis, Siemsen, and Roman. NAYS - Heiferman.

<u>NEW BUSINESS</u>: Amy Zukowski presented the 2024-2025 Annual Financial Report. The Audit was conducted by Lauterbach and Amen as a clean opinion. This year the Village was able to add \$2.5 million to the general fund reserves. This money mostly came from the gaming tax, interest rates on investments, acquisition of 18155 Dixie Highway, acquisition of 17701 Bretz Drive, and general fund expenses that only used 93% of funds due to items that were not completed. The Village's general fund reserves are \$20.3 million. John from Lauterbach and Amen pointed out the historical

data trends of debt obligations for Homewood that show that our debt liability is extremely lower than what a municipality would reasonably be expected to borrow.

Before the vote, President Hofeld invited comments. The Board thanked the staff going through the audit and providing all the information. President Hofeld said once again we are financially sound, as we have been in the past.

A motion was made by Trustee Heiferman and seconded by Trustee Harris-Jones to accept the 2024-2025 Annual Financial Report

### Roll Call: AYES -- Trustees Harris-Jones, Willis, Heiferman, Siemsen, and Roman. NAYS -None.

GENERAL BOARD DISCUSSION: Trustees thanked the residents for attending the meeting and voicing their concerns and comments about the traffic mitigation and safety on  $183^{rd}$  Street. All the Board members felt that the discussions were good. Trustees said Fall Fest had a fantastic turnout and they wanted to thank and acknowledge staff for all of their hard work. Trustee Heiferman mentioned a fence on a private property on Gottschalk that creates a blind spot and may be adding to the issues on  $183^{rd}$  Street. Although staff and elected officials attempted to reach the property owner in the past, Chris Cummings shared that he would revisit the legal options again.

Trustee Siemsen acknowledged the passing of a former Homewood Police Reserve Officer Ed Poe. President Hofeld gave compliments to staff and said that this is how government should function. President Hofeld gave Denise McGrath full support for more police enforcement on 183<sup>rd</sup> Street.

<u>ADJOURN</u>: A motion was made by Trustee Roman and seconded by Trustee Siemsen to adjourn the regular meeting of the Board of Trustees.

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

The meeting adjourned at 9:02 p.m.

Respectfully submitted,

Nakina Flores Village Clerk



# PUBLIC COMMENTS – for the Tuesday, October 14, 2025 Board Meeting

From: barbaralawler

Sent: Tuesday, October 14, 2025 10:17 AM

To: PublicComments

Subject: RE: Lane reduction on 183rd street

Thank you for the detailed recap/rundown of the meeting for tonight - October 14th.

While I personally am out of town and can't attend, please know that I am a strong proponent of the 'road diet' for the 183rd street corridor in Homewood.

I have reviewed several videos and associated documents on the subject of 'road diets'. While there has been some negative responses, it seems the majority of them occurred in business areas related to parking and access complications for businesses. I hope the board keeps in mind the section of 183rd is residential and consider the benefits of making it safer and more pedestrian and bicycle friendly while improving the comfort of drivers by providing more distance from the very close sidewalks along the stretch.

I found it interesting when I was delivering signs to residents on 183rd on the sidewalk how many cars in the near lane would move closer to the left lane as they approached where I was. This indicated to me the drivers felt uncomfortable with the spacing.

When there are 2 lanes and cars are moving over, especially at increased speed in excess of the posted limit, I can easily see why a change is necessary.

I encourage the board to consider safety as the #1 factor but also consider the benefit to residents living along the road and south of 183rd wanting to walk or bike to and from the downtown area.

Regards, Barbara Lawler

From: Caroline Kjos

Sent: Tuesday, October 14, 2025 9:46 AM

To: PublicComments

Subject: Urging the Village to Advance the 183rd Street Safety Improvement Project

Dear Mayor Hofeld, Trustees, and Village Staff,

I am writing as a concerned resident of Homewood to express my support for advancing the proposed safety improvements along 183rd Street, including the recommended four-to-three lane conversion ("road diet").

As documented in the Village's prior traffic studies, 183rd Street carries significant vehicle volumes—exceeding 20,000 vehicles per day in some segments—and has a history of speeding, turning conflicts, and crash incidents. The proposed lane reconfiguration represents a data-driven, federally recognized approach to addressing these safety challenges.

Communities across the country, including those with comparable or greater traffic volumes, have successfully implemented similar conversions, resulting in measurable reductions in crashes, calmer traffic flow, and safer crossings for pedestrians and bicyclists. The Village's proactive pursuit of grant funding for this project further demonstrates a prudent and fiscally responsible path forward.

I respectfully urge the Village to proceed with design and implementation of the 183rd Street safety project and to continue engaging residents throughout the process. Prioritizing safety for all roadway users—drivers, pedestrians, and cyclists—is both a practical investment and a reflection of Homewood's longstanding commitment to quality of life and community wellbeing.

Thank you for your leadership and consideration.

Respectfully, Katherine Thompson Homewood Resident

From: Caroline Kjos

Sent: Tuesday, October 14, 2025 9:44 AM

To: PublicComments

Subject: Support for a Safer 183rd Street

Dear Village of Homewood Board and Staff,

I'm writing to express my strong support for moving forward with the plan to improve safety on 183rd Street through the proposed "4-to-3" lane conversion.

As a resident and community member, I share the concern that 183rd Street has become increasingly unsafe for drivers, pedestrians, and cyclists alike. Traffic volumes are high, speeding is common, and turning movements can be risky. The proposed redesign offers a practical, research-backed way to calm traffic, reduce crashes, and make the corridor safer for everyone who uses it.

Road diets like this have been implemented successfully in communities across the country—including those with similar or even higher traffic volumes than ours—with measurable improvements in safety and minimal impact on travel time. The Village's own studies and grant funding show that Homewood is well-positioned to benefit from this approach.

I encourage the Village to move forward with this project and continue communicating openly with residents about the safety, mobility, and community benefits it will bring.

Thank you for your leadership and commitment to making Homewood's streets safer and more welcoming for all.

Sincerely, Caroline Kjos

From: ERVIN MOODY

Sent: Saturday, October 11, 2025 10:48 AM

**To:** PublicComments **Subject:** 4 to 3 lane conversion

Please finish the job that was started—a 4-to-3 lane conversion for 183rd Street—a top priority in the capital improvement program. Thanks.

From: Irwin Friedman

**Sent:** Friday, October 10, 2025 4:40 PM

**To:** PublicComments

**Subject:** Road diet for 183rd Street

It's been a few years since I attended a village-sponsored meeting to discuss this topic. At that time, it seemed that there was universal consensus this is a good idea. I've followed the 'progress' of the project in the Chronicle with growing confusion. I'm hoping the boardwill finally continue the process......again! Irwin Friedman

From: LA Benjamin

**Sent:** Friday, October 10, 2025 6:39 AM

To:PublicCommentsSubject:STOP 4-to-3

Hello. I'm a Homewood resident writing to suggest Stop signs be installed versus reducing lanes resulting in chaos and abuse of the turning lane.

Just as some people drive on the shoulder to get around traffic on the expressway, they will drive in the turning lane to pass. To change speeding behavior, they just have to be slowed down. Thank you.

From: John Sulek

Sent: Thursday, October 9, 2025 8:20 PM

**To:** PublicComments

**Subject:** Speeding

I'm beyond frustrated with the speeding on 187th Street. The limit is 25 mph, but many cars are going over 40, and that includes school buses picking up kids. It's ridiculous and dangerous.

Reducing 183rd to three lanes is only going to make this worse, forcing more cars onto 187th. The intersection at 187th and Ashland needs a stop sign now, before someone gets hurt.

187th and Reigel doesn't even have pedestrian buttons to cross safely, and there was a major accident there on August 31st. Meanwhile, Flossmoor is putting in pedestrian beacons, and Reigel and Holbrook is getting upgrades but our intersection is ignored.

For a residential street, the entire length of 187th has almost no sidewalks or streetlights, there are no bike lanes, and it's treated like a main road. People walk here every day in the dark and in traffic. It's unsafe and unacceptable. the Village's inaction speaks volumes about its priorities. We deserve safe streets, functioning infrastructure, and actual enforcement of traffic laws. Please stop waiting for another accident or tragedy to finally take this seriously. Where are the tax dollars going?

Thank you, Sheila Jackson

Do something about the speeding and fix these intersections before there's another crash.

— [Your Name]

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Would you like me to make it sound a bit more sarcastic or biting (like a Facebook post someone forwards to the mayor's office), or keep it at this straightforward "angry but serious" tone

From: Eric Crump

Sent: Thursday, October 9, 2025 11:38 AM

**To:** PublicComments

**Subject:** A 'road diet' by any other name would save the street

Regarding 183rd Street lane reconfiguration. This was published Oct. 7 in the Chronicle.

Words matter, and even accurate terms, if they conjure the wrong connotations, are not the best fit. Take "road diet," for example.

I've been advocating for Homewood to prioritize its plan to convert 183rd Street east of Dixie Highway from four lanes to three (two travel lanes, a turn lane plus two bike lanes). "Road diet" is a common term to describe the 4 to 3 reconfiguration.

However, "diet" is often associated with denial. When we diet to lose weight, we're giving up foods or quantities of food that we enjoy, so diet is associated with denial. Even people who practice dieting often do not like it.

The same appears to be true for lane reconfigurations. People often complain about speeding and other risky driving behaviors on 183rd Street. But a solution to those problems that involves "dieting" (as in lanes, not food), produces some resistance.

From conversations I've had online and in person, I think some people are assuming the change will result in something unpleasant and inconvenient. In practice it's more like switching to a healthy treat that tastes great and doesn't add pounds around the middle.

But enough of the diet analogy. I vote we retire it.

The evidence available from more than 45 years of similar reconfigurations (the first 4 to 3 lane conversion was done in 1979 in Montana), shows the change almost always results in safer streets, good traffic capacity and improved access. That means 4 to 3 works well for everybody: drivers, walkers, bikers and others.

The Federal Highway Administration notes that studies show 19% to 47% reduction in crashes following 4 to 3 reconfigurations.

The improved safety is the result of decreased speed differentials (most vehicles are traveling at closer to the same speed), fewer lane changes (turn lanes allow left-turning vehicles to get out of the travel lanes) and fewer conflict zones (those are situations created by road design that are opportunities for collisions). Traffic goes a bit slower (that's the point) but it flows well.

In some cases, capacity increases after a reconfiguration because the flow is more consistent and efficient.

Traffic calming is another common term, but it is more of an umbrella term to describe a wide range of measures that can improve safety in a wide variety of situations.

So I suggest we replace road diet with "community mobility corridor," or comoco. It's unwieldy. It's got a goofy abbreviation. It's perfect.

Here's why I like it.

"Community" reminds people that our public thoroughfares are paid for and used by everyone, not just drivers of motor vehicles. Right now, 183rd Street is vehicle-dominated. It was designed so. Lanes are wide and inviting for cars and trucks, but crossing four lanes as a pedestrian is dangerous. There are only three places where crossing is marked and safe in the 1.6 miles between Dixie Highway and Halsted Street. That's an indication that pedestrians were not a primary concern when the street was designed.

Pedestrians and cyclists also find it challenging to travel along 183rd Street. They have to share narrow sidewalks because it's not safe to bike on the street. The sidewalks have inconsistent surfaces, obstructions and for long stretches have no buffer from traffic.

That's why pedestrians and cyclists are rarely seen on 183rd Street. It's hostile territory.

"Mobility" reminds us that the purpose of 183rd Street is to help people move. Cars and trucks and buses are important tools for mobility, but so are bikes and strollers and scooters and skateboards and wheelchairs and legs.

We have many ways to move, and our public ways can and should support them all. Lane reconfigurations help by enabling cyclists and scooters to leave the sidewalks to pedestrians while also offering a buffer between traffic on wheels and traffic on legs. Everybody's safer. Everybody can move.

"Corridor" indicates a passageway that links spaces within a larger structure. In this case, 183rd as reconfigured could be a more effective link between parts of Homewood.

As designed, its function as a community passageway is eroded by its function as a regional arterial throughway. It carries a lot of traffic that is not trying to move around Homewood or visit Homewood but just get through Homewood as fast as possible. In a way, Homewood is just in the way of many 183rd Street drivers.

That throughway function has made 183rd Street into a kind of barrier that splits the village into two sections.

I was struck by a comment from a resident that was featured in the Downtown Transit Oriented Development Plan adopted by the village last year. "I ride my bike to Flossmoor station to avoid crossing 183rd and Harwood." This is a Homewood resident who doesn't use Homewood's train station because of 183rd Street.

When I read that, I realized that South Homewood is geographically better linked to Flossmoor than to North Homewood. If you travel from Homewood to Flossmoor on Dixie Highway, Harwood/Western or Western/Sterling it's not obvious when you've left one village and entered the other. The two are seamlessly connected. To go from South Homewood to North Homewood, however, involves crossing busy 183rd Street, which can be challenging whether you're in a car or a bike or on foot. The street is a permeable barrier. You can get through it, but it offers resistance.

A similar situation exists with the section of town north of 183rd and west of the railroad tracks. That's why improvements to both viaducts were included as recommendeations in the downtown plan.

The widening of 183rd Street was designed and completed during a time when planners and elected officials were convinced economic growth and traffic capacity were inextricably linked. They weren't wrong.

But they also had a certain myopia about what kind of transportation technology to consider in their plans. They apparently thought mobility = motor vehicles. The old newspaper stories I've read make little or no mention of how pedestrians, cyclists and people with disabilities would use 183rd Street. Those travelers just weren't on the radar.

The Americans with Disabilities Act was passed in 1990. It made inclusion the law of the land, and it should be the guiding spirit for shaping our public ways.

I realize "comoco" is a ridiculous replacement for road diet, but maybe somebody will read this, snort derisively, and propose a more elegant term. Just so it also conveys the idea of making major streets a resource everyone can use safely and conveniently, converting them from barriers to seams that knit the community together and still serve regional transportation needs.

Eric Crump Homewood From: Jon Labok

Sent: Wednesday, October 8, 2025 8:51 AM

**To:** PublicComments

**Subject:** 183rd Road Diet comments

# Dear Mayor Hofeld and Trustees,

I am writing to you today not merely as a constituent, but as a resident who lives on 183rd Street, directly confronting the daily reality of the road that is divisive in more ways than one. I have witnessed many accidents here, just in front of my house, in fact, my house is located at 1918, directly in front of the site where Michael Wexler was killed by a driver while crossing. This type of accident is an inevitability due to the design of the street. This is not a quality-of-life issue; it is a crisis of infrastructure that risks the lives of pedestrians and drivers alike.

To delay this initiative is to send a message that safety is not the priority for our residents. There is a quantifiable safety risk in the street's current configuration, and a road diet directly addresses that head-on. In this message, I've also notated and included sources for further learning which I plead that you thoughtfully take into consideration to make our community safer.

When I hear discussions about relying solely on more enforcement, I must ask: how can we expect police officers to be everywhere, all the time, when the very design of 183rd Street encourages high-speed travel? Research confirms that roadway design is the fundamental factor determining travel speeds, making **design solutions** more effective than relying purely on punitive enforcement<sup>1</sup>. We know the current configuration is mathematically deadly because studies show that **8 out of 10 pedestrians struck by a vehicle traveling 40+ mph will die**<sup>2</sup>. The Road Diet is the permanent solution because it passively corrects this fatal design flaw.

This 4-to-3 lane conversion is not a risky experiment. It is a **Proven Safety Countermeasure**<sup>3</sup> endorsed by the Federal Highway Administration (FHWA) precisely because it systematically reduces total crashes on similar roads by 19% to 47%<sup>4</sup>. This conversion eliminates the dangerous "Multiple-Threat Crash" scenario, protecting all road users and pedestrians<sup>5</sup>.

Other issues that I have heard in talking to residents & community members – including friends of mine – are listed below. I believe a little research & a willingness to learn can help us all align around this safety initiative.

- Traffic Volume: While 183rd Street's volume (under 20,000 Average Daily Traffic east of Dixie) is often cited as a concern, the FHWA officially considers this conversion feasible on corridors with ADT volume up to 25,000 vehicles per day<sup>6</sup>. More importantly, the Village's own project was already validated by the state when we received the ITEP grant in 2023 to complete the restriping, confirming the conversion meets the necessary engineering standards despite the volume<sup>7</sup>.
- Emergency Access: The concern that the center turn lane will impede emergency vehicles is a common, but refuted, misconception. The FHWA has demonstrated that the TWLTL actually improves emergency response times because it functions as a dedicated high-speed bypass lane that fire and police can use to safely navigate around congestion, which is impossible on the current four-lane layout<sup>8</sup>.

Traffic Diversion: The fear that traffic will migrate to Ridge Road and 187th Street is
minimized by the operational benefits of the Road Diet. The conversion creates more
consistent traffic flow by separating through traffic from turning vehicles, which reduces
the stop-and-go "accordion-style" delays that incentivize drivers to abandon the street in the
first place¹.

Thanks in large part to the Federal Highway Administration, along with numerous other reputable sources, and our own village-sponsored testing, we have the safety evidence, the national best practices, the local validation, and the state funding. It certainly seems that the only thing preventing this low-cost, life-saving measure from moving forward is approval. Please honor the urgency of this safety imperative and transform 183rd Street from a dividing artery for drivers just passing through into a safe community main street.

I urge the Board to approve the next steps to move forward with this plan immediately.

I've included additional links to provide further validation to this cause. While I admit they may generate additional questions, I also wanted to take this conversation off of social media – where people generally aren't interested in changing their opinion – and sort out with you, the decision makers, how to address this safety issue. Thank you for taking the time to read through my note and engaging on this topic.

Respectfully,

Jon Labok

Resident of 183rd Street, Homewood, IL

# **Additional Reading/Sources:**

- <sup>1</sup> Federal Highway Administration (FHWA). USDOT: Speed Enforcement Program Guidelines https://highways.dot.gov/media/15221
- <sup>2</sup> Oregon Department of Transportation (ODOT) Fact Sheet. Road Diet (Roadway Reconfiguration) <a href="https://www.oregon.gov/ODOT/Engineering/Docs\_TrafficEng/Fact-Sheet\_Road-Diets.pdf">https://www.oregon.gov/ODOT/Engineering/Docs\_TrafficEng/Fact-Sheet\_Road-Diets.pdf</a>
- <sup>3</sup> Federal Highway Administration (FHWA). **Road Diets (Roadway Reconfiguration)** <a href="https://highways.dot.gov/safety/proven-safety-countermeasures/road-diets-roadway-reconfiguration">https://highways.dot.gov/safety/proven-safety-countermeasures/road-diets-roadway-reconfiguration</a>
- <sup>4</sup> Federal Highway Administration (FHWA). Evaluation of Lane Reduction "Road Diet" Measures on Crashes/ Road Diet: Road Diets and Emergency Response: Friends, Not Foes <a href="https://www.fhwa.dot.gov/publications/research/safety/10053/">https://www.fhwa.dot.gov/publications/research/safety/10053/</a>, <a href="https://rosap.ntl.bts.gov/view/dot/50488">https://rosap.ntl.bts.gov/view/dot/50488</a>
- <sup>5</sup> Environmental and Energy Study Institute (EESI). Proven Safety Countermeasures <a href="https://www.eesi.org/files/cs-fhwa\_diets.pdf">https://www.eesi.org/files/cs-fhwa\_diets.pdf</a>
- <sup>6</sup> Federal Highway Administration (FHWA). Road Diet Informational Guide. less. <a href="https://highways.dot.gov/safety/proven-safety-countermeasures/road-diets-roadway-reconfiguration">https://highways.dot.gov/safety/proven-safety-countermeasures/road-diets-roadway-reconfiguration</a>
- <sup>7</sup> Village of Homewood. Downtown Transit-Oriented Development Plan: Village-owned 183rd Street has traffic volumes over 20,000 ADT and received state grant funds in 2023 to complete the road diet

project.. (Note: Illinois DOT guidelines suggest engineering judgment is required for volumes over 20,000 ADT ).

<sup>8</sup> FHWA. Road Diets and Emergency Response: Friends, Not Foes – Mythbusting <a href="https://policycommons.net/artifacts/2443164/road-diet-road-diets-and-emergency-response/3464888/">https://policycommons.net/artifacts/2443164/road-diet-road-diets-and-emergency-response/3464888/</a>

From: Kristen S

Sent: Monday, October 6, 2025 4:42 PM

**To:** PublicComments

**Subject:** Please vote to move forward on the 183rd Street Road Diet

Dear Village President and Trustees,

I am writing as a Homewood resident deeply invested in the safety, livability, and long-term vitality of our community to urge you to vote to move forward on the proposed 4-to-3 road diet for 183rd Street. This project is not an idealistic vision—it is a proven, endorsed safety measure with decades of research and successful implementations across the country, including in nearby villages.

According to the Federal Highway Administration (FHWA), roadway design—not traffic enforcement—is the most effective way to reduce speeding and crashes (FHWA, 2022). In other words, engineering safer streets saves lives more effectively than ticketing drivers after the fact. While I appreciate the village's commitment to ticketing drivers who speed, this is not the best or most cost-effective way to reduce fatal crashes.

A 4-to-3 lane conversion has been officially recognized by the FHWA as a "Proven Safety Countermeasure" that improves safety, mobility, and quality of life for all users—including drivers, pedestrians, and cyclists. Research shows that these conversions reduce total crashes by 19% to 47% (FHWA, 2010). The Village of Lansing saw traffic crashes drop almost 50% after converting Ridge Road west of Torrence Ave. from 4 lanes to 3. The conversion was so successful that they've converted Wentworth Avenue as well! The FHWA further notes that road diets are ideally suited for roadways with Average Daily Traffic (ADT) volumes of 25,000 or fewer vehicles per day (FHWA, 2023). The Village's own data confirm that 183rd Street carries traffic volumes in the low 20,000s—squarely within the recommended range—and that the Village has already received state grant funding to implement this safety project (Village of Homewood, 2023).

While I am a cyclist and a runner who often crosses 183<sup>rd</sup> on foot and by bike, I am primarily a driver who does not enjoy being slowed down by traffic congestion. Concerns about congestion and emergency access due to a road diet are understandable, but federal data and case studies demonstrate that road diets **do not reduce traffic flow efficiency**—they actually **make it more consistent** by minimizing speed variability and erratic lane changes (FHWA, 2014). Moreover, road diet designs include a **center two-way left-turn lane (TWLTL)** that can serve as a **dedicated bypass lane for emergency vehicles**, improving emergency response times compared to four-lane configurations (FHWA, 2022). Furthermore, road diets throughout the country have not resulted in significantly more traffic flow to alternate routes (a phenomenon that urban planners call "traffic evaporation"). I would never want to see a change in my town that would make a road I frequently use undriveable. A road diet is a win-win solution.

Like many other Homewood residents, I wear a lot of hats. I'm a runner and a cyclist; I enjoy running and riding on safe streets. I drive my car daily to pick up my kids at their daycare, which is on the opposite side of 183<sup>rd</sup> from where I live. I am also a researcher and I appreciate when data can support policy decision-making. **Let's lead with data, not fear**—and create a safer, more connected Homewood.

Thank you for your consideration and commitment to our community's safety and future.

Sincerely, Kristen Salkas, PhD Homewood Resident

#### References

- Federal Highway Administration (2022). Roadway Design vs. Enforcement. https://highways.dot.gov/media/15221
- Federal Highway Administration (2023). *Proven Safety Countermeasures: Road Diets* (*Roadway Reconfiguration*). <a href="https://highways.dot.gov/safety/proven-safety-countermeasures/road-diets-roadway-reconfiguration">https://highways.dot.gov/safety/proven-safety-countermeasures/road-diets-roadway-reconfiguration</a>
- Federal Highway Administration (2010). *Evaluation of Lane Reduction "Road Diet" Measures on Crashes*. https://www.fhwa.dot.gov/publications/research/safety/10053/
- Federal Highway Administration (2014). Road Diet Desk Reference.
   <a href="https://highways.dot.gov/safety/other/road-diets/road-diet-desk-reference/2-why-consider-road-diet">https://highways.dot.gov/safety/other/road-diets/road-diet-desk-reference/2-why-consider-road-diet</a>
- Federal Highway Administration (2022). Road Diets and Emergency Response.
   https://policycommons.net/artifacts/2443164/road-diet-road-diets-and-emergency-response/3464888/
- Oregon Department of Transportation (2020). Fact Sheet: Road Diets.
   <a href="https://www.oregon.gov/ODOT/Engineering/Docs\_TrafficEng/Fact-Sheet\_Road-Diets.pdf">https://www.oregon.gov/ODOT/Engineering/Docs\_TrafficEng/Fact-Sheet\_Road-Diets.pdf</a>
- Environmental and Energy Study Institute (2019). *Protecting Pedestrians: Road Diets.* https://www.eesi.org/files/cs-fhwa\_diets.pdf
- Village of Homewood (2023). 183rd Street Road Diet Project Documentation. <a href="https://mccmeetingspublic.blob.core.usgovcloudapi.net/homewoodil-meet-b7e9f812f72243a3bb580db1b950ed1e/ITEM-Attachment-001-72f16e7ac8e0469887e8a22f2efed401.pdf">https://mccmeetingspublic.blob.core.usgovcloudapi.net/homewoodil-meet-b7e9f812f72243a3bb580db1b950ed1e/ITEM-Attachment-001-72f16e7ac8e0469887e8a22f2efed401.pdf</a>

Kristen Salkas, PhD

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Name	Description	DEPARTMENT	Net Invoice Amount
1ST AYD CORPORATION	OPERATING SUPPLIES PW	PUBLIC WORKS	154.89
Total 1ST AYD CORPORATION	DN:		154.89
AMAZON CAPITAL SERVICES IN AMAZON CAPITAL SERVICES IN	FALL FEST JUDGES BAGS	MANAGER'S OFFICE MANAGER'S OFFICE	10.98 52.83
AMAZON CAPITAL SERVICES IN AMAZON CAPITAL SERVICES IN	PLUMBING-SEWER RODDING TELEVISING OPERATING SUPPLIES	PUBLIC WORKS FIRE DEPARTMENT	1,042.84 85.57
AMAZON CAPITAL SERVICES IN AMAZON CAPITAL SERVICES IN	FALL FEST DECOR/ JUDGES BAGS TONER FOR ED PRINTER	MANAGER'S OFFICE MANAGER'S OFFICE	103.94 169.99
AMAZON CAPITAL SERVICES IN		PUBLIC WORKS	27.98
	FALL FEST CHILI COOK OFF MEDALS	MANAGER'S OFFICE	36.55
AMAZON CAPITAL SERVICES IN		PUBLIC WORKS	99.96
AMAZON CAPITAL SERVICES IN AMAZON CAPITAL SERVICES IN	OPERATING SUPPLIES PHONE CORD FOR FD FAX LINE	FIRE DEPARTMENT MANAGER'S OFFICE	51.03 9.01
Total AMAZON CAPITAL SEF	RVICES INC:		1,690.68
ANGELA MESAROS	TRANSPORTATION TO ICSC	MANAGER'S OFFICE	26.81
Total ANGELA MESAROS:			26.81
ARC DOCUMENT SOLUTIONS	MOVING PLOTTER FROM VH TO HWSC	PUBLIC WORKS	500.00
Total ARC DOCUMENT SOLU	JTIONS:		500.00
BHFX LLC	HP XL 3600 PRINTER USAGE	PUBLIC WORKS	39.84
Total BHFX LLC:			39.84
BINDER LIFT LLC	MEDICAL SUPPLIES - FD	FIRE DEPARTMENT	784.55
Total BINDER LIFT LLC:			784.55
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	FIRE DEPARTMENT	483.65
Total BOUND TREE MEDICA	L LLC:		483.65
BURRIS EQUIPMENT CO	WATER DEPT REPAIR PARTS	PUBLIC WORKS	735.45
Total BURRIS EQUIPMENT (	00:		735.45
C & M PIPE SUPPLY	SEWER PIPE AND FITTINGS	PUBLIC WORKS	285.00
Total C & M PIPE SUPPLY:			285.00
C & T LAWN AND LANDSCAPE C & T LAWN AND LANDSCAPE	2025 TREE REFORESTATION PROGRAM LANDSCAPE DEMO-CHERRY CREEK WELCOME SIGN	PUBLIC WORKS PUBLIC WORKS	8,742.00 1,860.00
C & T LAWN AND LANDSCAPE	MAPLE RD UTILITY BOX LANDSCAPE DEMO	PUBLIC WORKS	1,120.00
C & T LAWN AND LANDSCAPE	BOOSTER STATION 183RD LANDSCAPE DEMO	PUBLIC WORKS	1,580.00
C & T LAWN AND LANDSCAPE C & T LAWN AND LANDSCAPE	COMMERCIAL CUTS CLEAN UP OF 17924 HALSTED ST	FIRE DEPARTMENT FIRE DEPARTMENT	315.00 1,320.00
C & T LAWN AND LANDSCAPE	GRASS CUTTING - 2147 RIDGE RD	FIRE DEPARTMENT	105.00
Total C & T LAWN AND LAND	DSCAPE:		15,042.00
CARL BUDDIG & COMPANY	WATER DEPOSIT REFUND	ASSETS	26.46

Name	Description	DEPARTMENT	Net Invoice Amount
Total CARL BUDDIG & COM	PANY:		26.46
CENTER FOR INTERNET SECU	MS-ISAC SECURITY MEMBERSHIP	MANAGER'S OFFICE	1,995.00
Total CENTER FOR INTERN	IET SECURITY INC:		1,995.00
CHEVROLET OF HOMEWOOD	WATER DEPT REPAIR PARTS	PUBLIC WORKS	531.85
Total CHEVROLET OF HOM	EWOOD:		531.85
CIVICPLUS LLC	MUNICODE HOSTING BUNDLE	MANAGER'S OFFICE	1,580.99
Total CIVICPLUS LLC:			1,580.99
COMCAST BUSINESS CORP COMCAST BUSINESS CORP	INTERNET VH & NETWORK PW PRI TELEPHONE SERVICE-DIRECT DIAL	MANAGER'S OFFICE MANAGER'S OFFICE	1,760.18 448.01
Total COMCAST BUSINESS	CORP:		2,208.19
CONSTELLATION NEWENERGY CONSTELLATION NEWENERGY CONSTELLATION NEWENERGY CONSTELLATION NEWENERGY CONSTELLATION NEWENERGY	ENERGY ENERGY ENERGY ENERGY ENERGY	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	12,814.10 11,201.28 4,905.72 436.48 36.62
Total CONSTELLATION NEV	VENERGY INC:		29,394.20
COOK COUNTY CLERK	RECORDING FEES - VA	MANAGER'S OFFICE	2,715.00
Total COOK COUNTY CLER	K:		2,715.00
CRITTER CONTROL OPERATIO	WILD LIFE MANAGEMENT	PUBLIC WORKS	815.97
Total CRITTER CONTROL C	PERATIONS INC:		815.97
CURRIE MOTORS CURRIE MOTORS	POLICE DEPT REPAIR PARTS POLICE DEPT REPAIR PARTS	PUBLIC WORKS PUBLIC WORKS	716.05 3,035.03
Total CURRIE MOTORS:			3,751.08
CVB	HOTEL TAX - AUGUST 2025 WCC	ASSETS	1,285.45
Total CVB:			1,285.45
DIKA HOMEWOOD LLC	BURLINGTON SALES TAX SHARING	MANAGER'S OFFICE	5,786.45
Total DIKA HOMEWOOD LL	C:		5,786.45
DLT SOLUTIONS LLC	QUEST RAPID RECOVERY SOFTWARE	MANAGER'S OFFICE	1,571.64
Total DLT SOLUTIONS LLC:			1,571.64
DONALD DEAN	REIMBURSE TRAINING EXPENSE	POLICE DEPARTMENT	257.30
Total DONALD DEAN:			257.30

2

Page:

	Report dates: 10/20/2025		
Name	Description	DEPARTMENT	Net Invoice Amount
EMONIE ELLIS	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	39.99
Total EMONIE ELLIS:			39.99
EXPERT CHEMICAL EXPERT CHEMICAL EXPERT CHEMICAL EXPERT CHEMICAL	DISPOSABLE COMMODITIES DISPOSABLE COMMODITIES DISPOSABLE COMMODITIES DISPOSABLE COMMODITIES	FIRE DEPARTMENT PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	551.14 35.00 428.55 389.65
Total EXPERT CHEMICAL:			1,404.34
FEDERAL EXPRESS	EXPRESS POSTAGE FEES	MANAGER'S OFFICE	143.15
Total FEDERAL EXPRESS:			143.15
FEHR GRAHAM	STORMWATER DETENTION ASSESSMENT	PUBLIC WORKS	20,000.00
Total FEHR GRAHAM:			20,000.00
FORD OF HOMEWOOD FORD OF HOMEWOOD FORD OF HOMEWOOD	POLICE DEPT REPAIR PARTS WATER DEPT REPAIR PARTS OPERATING SUPPLIES PW	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	31.76 415.59 95.28
Total FORD OF HOMEWOO	D:		542.63
GALLAGHER MATERIALS GALLAGHER MATERIALS GALLAGHER MATERIALS	OPERATING SUPPLIES ASPHALT ASPHALT	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	5.99 357.50 227.50
Total GALLAGHER MATERIA	ALS:		590.99
GFC LEASING GFC LEASING GFC LEASING	COPIER/PRINTER MONTHLY AGREEMENT MONTHLY AGREEMENT COPIER/PRINTER LEASE COPIER/PRINTER MONTHLY AGREEMENT	MANAGER'S OFFICE MANAGER'S OFFICE MANAGER'S OFFICE	107.00 1,261.49 102.00
Total GFC LEASING:			1,470.49
GRAINGER INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	118.89
Total GRAINGER INC:			118.89
GW BERKHEIMER CO INC GW BERKHEIMER CO INC	PLUMBING REPAIRS FD PLUMBING REPAIRS	PUBLIC WORKS PUBLIC WORKS	149.10 134.94
Total GW BERKHEIMER CO	INC:		284.04
HELSEL JEPPERSON ELECTRI	PHOTO EYES	PUBLIC WORKS	440.66
Total HELSEL JEPPERSON	ELECTRICAL:		440.66
HOMER TREE CARE INC	TREE REMOVALS	PUBLIC WORKS	16,923.00
Total HOMER TREE CARE I	NC:		16,923.00
HOMEWOOD DISPOSAL HOMEWOOD DISPOSAL HOMEWOOD DISPOSAL	GARBAGE PICKUPS GARBAGE PICKUPS GARBAGE PICKUPS	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	92.72 621.43 628.46

Name	Description	DEPARTMENT	Net Invoice Amount
HOMEWOOD DISPOSAL HOMEWOOD DISPOSAL HOMEWOOD DISPOSAL HOMEWOOD DISPOSAL HOMEWOOD DISPOSAL	DEBRIS REMOVAL GARBAGE PICKUPS GARBAGE PICKUPS SWEEPING OF PARKING LOT BEFORE OPEN HOUSE GARBAGE PICKUPS	FIRE DEPARTMENT PUBLIC WORKS PUBLIC WORKS FIRE DEPARTMENT PUBLIC WORKS	185.00 628.46 220.00 860.00 627.99
Total HOMEWOOD DISPOS	AL:		3,864.06
IL OFFICE STATE FIRE MARSHA	BOILER INSPECTION PD	PUBLIC WORKS	70.00
Total IL OFFICE STATE FIRE	E MARSHAL:		70.00
ILCMA	RECRUITMENT	MANAGER'S OFFICE	50.00
Total ILCMA:			50.00
ILLINOIS CHAPTER IAA	IAA CONFERENCE	PUBLIC WORKS	1,970.00
Total ILLINOIS CHAPTER IA	A:		1,970.00
INTERSTATE BATTERY INTERSTATE BATTERY INTERSTATE BATTERY INTERSTATE BATTERY	POLICE DEPT REPAIR PARTS POLICE DEPT REPAIR PARTS ADMIN REPAIR PARTS BATTERY FOR T28	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS FIRE DEPARTMENT	138.47 259.47 314.94 577.88
Total INTERSTATE BATTER	Y:		1,290.76
INTERSTATE BILLING SERV INC	WATER DEPT REPAIR PARTS	PUBLIC WORKS	165.00
Total INTERSTATE BILLING	SERV INC:		165.00
ITZIA TUDISCO	WATER DEPOSIT REFUND	ASSETS	94.11
Total ITZIA TUDISCO:			94.11
JAMES FINFROCK	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	544.00
Total JAMES FINFROCK:			544.00
JAMES GARNES	CREDIT BALANCE REFUND	PUBLIC WORKS	53.48
Total JAMES GARNES:			53.48
JEL AUDIO	FALL FEST SOUND AND LIGHTING	MANAGER'S OFFICE	3,050.00
Total JEL AUDIO:			3,050.00
JONES PARTS & SERVICE INC JONES PARTS & SERVICE INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	265.13 959.54 757.61 709.03 1,884.36 363.72 24.44
Total JONES PARTS & SER	VICE INC:		4,963.83

Name	Description	DEPARTMENT	Net Invoice Amount
JUSTFOIA INC	FOIA SOFTWARE RENEWAL	MANAGER'S OFFICE	8,859.38
Total JUSTFOIA INC:			8,859.38
JUSTIN BLACKBURN JUSTIN BLACKBURN	QUARTERMASTER-UNIFORMS-PD REIMBURSEMENT FOR TRAINING EXPENSE	POLICE DEPARTMENT POLICE DEPARTMENT	136.94 257.30
Total JUSTIN BLACKBURN:			394.24
KELLY MISNER	JULY - OCTOBER 2025 INSURANCE PREM REIMB	ASSETS	6,322.16
Total KELLY MISNER:			6,322.16
KIMBERLY RYAN	WATER DEPOSIT REFUND	ASSETS	17.62
Total KIMBERLY RYAN:			17.62
LANCE CORREA	CDL PHYSICAL REIMBURSEMENT	PUBLIC WORKS	125.00
Total LANCE CORREA:			125.00
LAUTERBACH & AMEN LLP	FISCAL YEAR 2024-2025 AUDIT	MANAGER'S OFFICE	2,410.00
Total LAUTERBACH & AME	N LLP:		2,410.00
LEXISNEXIS RISK DATA MANAG	BACKGROUND CHECKS	POLICE DEPARTMENT	200.00
Total LEXISNEXIS RISK DA	TA MANAGEMENT:		200.00
	ARCHITECT SERVICES FOR AUDITORIUM ARCHITECT SERVICES FOR AUDITORIUM	PUBLIC WORKS PUBLIC WORKS	4,000.00 12,000.00
Total LINDEN GROUP ARCI	HITECTS PC:		16,000.00
LOTT #1 INC	PRISONER MEALS	POLICE DEPARTMENT	49.57
Total LOTT #1 INC:			49.57
MACDONALD MICHAEL	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	1,036.37
Total MACDONALD MICHA	EL:		1,036.37
MARIAN KIEPURA	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	376.31
Total MARIAN KIEPURA:			376.31
MAXIMILIAN MASSI	TRAINING REIMBURSEMENT	PUBLIC WORKS	992.32
Total MAXIMILIAN MASSI:			992.32
MCMASTER CARR SUPPLY CO	FABRICATION MATERIALS	PUBLIC WORKS	193.56
Total MCMASTER CARR SU	JPPLY CO:		193.56
MENARDS INC MENARDS INC MENARDS INC	SAFETY STAND DOWN EQUIPMENT WATER SAFETY STAND DOWN ZIP TIES MATERIALS FOR FALL FEST	MANAGER'S OFFICE MANAGER'S OFFICE MANAGER'S OFFICE	78.82 44.85 25.58

Name	Description	DEPARTMENT	Net Invoice Amount
MENARDS INC	EQUIPMENT SAFETY STAND DOWN	MANAGER'S OFFICE	 11.96
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	154.80
MENARDS INC	TRAINING SUPPLIES	POLICE DEPARTMENT	32.53
MENARDS INC	OPERATING SUPPLIES - FLEET	PUBLIC WORKS	29.66
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	17.87
MENARDS INC	FALL FEST ELECTRIC SETUP MATERIALS	MANAGER'S OFFICE	74.86
MENARDS INC	FEST SUPPLIES	PUBLIC WORKS	103.50
MENARDS INC	FEST SUPPLIES	PUBLIC WORKS	317.23
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	338.32
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	33.96
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	127.83
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	11.96
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	106.59
MENARDS INC	OFFICE SUPPLIES	POLICE DEPARTMENT	67.02
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	149.73
MENARDS INC	FLEET OPERATING SUPPLIES	PUBLIC WORKS	54.99
MENARDS INC	FLEET OPERATING SUPPLIES	PUBLIC WORKS	2.78
MENARDS INC	OPERATING SUPPLIES	PUBLIC WORKS	39.96
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	FIRE DEPARTMENT	186.53
MENARDS INC	WATER DEPT REPAIR PARTS	PUBLIC WORKS	35.05
Total MENARDS INC:			2,046.38
MICHAEL BARTELSEN	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	502.22
Total MICHAEL BARTELSE	N:		502.22
MICHAEL NICKOLAOU	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	218.96
Total MICHAEL NICKOLAOL	J:		218.96
MONARCH AUTO SUPPLY INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	39.60
MONARCH AUTO SUPPLY INC	OPERATING SUPPLIES PW	PUBLIC WORKS	42.76
MONARCH AUTO SUPPLY INC	OPERATING SUPPLIES PW	PUBLIC WORKS	134.40
MONARCH AUTO SUPPLY INC	WATER DEPT REPAIR PARTS	PUBLIC WORKS	189.00
MONARCH AUTO SUPPLY INC	L&M REPAIR PARTS	PUBLIC WORKS	25.47
MONARCH AUTO SUPPLY INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	19.44
MONARCH AUTO SUPPLY INC	OPERATING SUPPLIES PW	PUBLIC WORKS	13.35
Total MONARCH AUTO SUF	PPLY INC:		464.02
MULTISYSTEM MANAGEMENT	JANITORIAL SERVICES VILLAGE WIDE	PUBLIC WORKS	3,466.65
Total MULTISYSTEM MANA	GEMENT COMPANY:		3,466.65
MUNICIPAL COLLECTION SEED	L MOOLOOLLEGTION TETS	DOLLOS DEDA ==: :=: :=	
	MCSI COLLECTION FEES MOVE MCSI COLLECTION FEES P/C TICKETS	POLICE DEPARTMENT POLICE DEPARTMENT	271.92 983.83
Total MUNICIPAL COLLECT	ION SERVICES:		1,255.75
O'HERRON CO	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	466.95
Total O'HERRON CO:			466.95
OLD NATIONAL BANK/FD	PIZZA FOR STAFF AFTER OPEN HOUSE	FIRE DEPARTMENT	215.04
OLD NATIONAL BANK/FD	BOOTS	FIRE DEPARTMENT	449.97
OLD NATIONAL BANK/FD	DRURY HOTEL 1019-1022	FIRE DEPARTMENT	828.34

Name	Description	DEPARTMENT	Net
Name	Description	DEPARTMENT	Invoice Amount
OLD NATIONAL BANK/FD	TRAINING	FIRE DEPARTMENT	1,174.00
OLD NATIONAL BANK/FD	OPEN HOUSE - FOOD	FIRE DEPARTMENT	372.16
OLD NATIONAL BANK/FD	OPEN HOUSE - FOOD	FIRE DEPARTMENT	39.90
OLD NATIONAL BANK/FD	ICC CONVENTION	FIRE DEPARTMENT	1,450.00
OLD NATIONAL BANK/FD	PARAMEDIC RENEWAL FEE	FIRE DEPARTMENT	41.00
OLD NATIONAL BANK/FD	UNIFORMS	FIRE DEPARTMENT	260.83
OLD NATIONAL BANK/FD	QUARTERMASTER UNIFORM-FD	FIRE DEPARTMENT	284.98
OLD NATIONAL BANK/FD	PORTA POTTIES - FD OPEN HOUSE	FIRE DEPARTMENT	280.00
OLD NATIONAL BANK/FD	HAND SANITATION FOR OPEN HOUSE	FIRE DEPARTMENT	270.00
OLD NATIONAL BANK/FD	LUNCH FOR BUILDING DEPT	FIRE DEPARTMENT	292.20
OLD NATIONAL BANK/FD	GIFT CARDS FOR OPEN HOUSE	FIRE DEPARTMENT	220.00
OLD NATIONAL BANK/FD	MOBILE MAGNETIC WHITEBOARD	FIRE DEPARTMENT	141.69
OLD NATIONAL BANK/FD	TAX TAKEN OFF INVOICE	FIRE DEPARTMENT	13.51-
Total OLD NATIONAL BAI	NK/FD:		6,306.60
OLD NATIONAL BANK/FIN	CIVIC SYMPOSIUM REFUNDS-LODGING	MANAGER'S OFFICE	727.89-
Total OLD NATIONAL BAI	NK/FIN:		727.89-
OLD NATIONAL BANK/MO	MUGS FOR HOLIDAY LIGHTS	MANAGER'S OFFICE	4,092.66
OLD NATIONAL BANK/MO	MEMBERSHIP	MANAGER'S OFFICE	713.00
OLD NATIONAL BANK/MO	APPLE MUSIC	MANAGER'S OFFICE	10.99
OLD NATIONAL BANK/MO	POTENTIAL DEVELOPER LUNCH - LOS MANGOS	MANAGER'S OFFICE	83.25
OLD NATIONAL BANK/MO	TV STANDS FOR SAFETY STAND DOWN	MANAGER'S OFFICE	878.00
OLD NATIONAL BANK/MO	JUDGES APRONS ADDED CHARGE	MANAGER'S OFFICE	.35
OLD NATIONAL BANK/MO	2 TELEVISIONS	MANAGER'S OFFICE	1,039.98
OLD NATIONAL BANK/MO	CONFERENCE REG	MANAGER'S OFFICE	464.60
OLD NATIONAL BANK/MO	NEWSPAPER SUBSCRIPTION	MANAGER'S OFFICE	221.00
OLD NATIONAL BANK/MO	COMCAST CONSOLIDATED BILLING	MANAGER'S OFFICE	1,616.28
OLD NATIONAL BANK/MO	COMCAST CONSOLIDATED BILLING	MANAGER'S OFFICE	21.59
OLD NATIONAL BANK/MO	CONSTANT CONTACT MONTHLY	MANAGER'S OFFICE	175.00
OLD NATIONAL BANK/MO	COFFEE AND DONUTS FOR SAFETY STAND DOWN	MANAGER'S OFFICE	355.86
OLD NATIONAL BANK/MO	OVEN MITTS CHILI COOK OFF	MANAGER'S OFFICE	359.70
OLD NATIONAL BANK/MO	FALL FEST CHILI COOK OFF	MANAGER'S OFFICE	117.65
OLD NATIONAL BANK/MO	CHAIR RENTAL FOR SD	MANAGER'S OFFICE	598.46
OLD NATIONAL BANK/MO	FALL FEST RENTALS	MANAGER'S OFFICE	6,783.50
OLD NATIONAL BANK/MO	FALL FEST FACEPAINTER 12.7.25	MANAGER'S OFFICE	1,261.75
OLD NATIONAL BANK/MO	BAGELS FOR SAFETY STAND DOWN	MANAGER'S OFFICE	239.15
OLD NATIONAL BANK/MO	ICSC REGISTRATION	MANAGER'S OFFICE	1,000.00
OLD NATIONAL BANK/MO	APA IL STATE CONFERENCE REGISTRATION FEE	MANAGER'S OFFICE	454.50
OLD NATIONAL BANK/MO	NOTARY RENEWAL	MANAGER'S OFFICE	16.00
OLD NATIONAL BANK/MO	FRUIT FOR BREAKFAST SAFETY STAND DOWN	MANAGER'S OFFICE	99.98
OLD NATIONAL BANK/MO	VILLAGE KEY	MANAGER'S OFFICE	4,624.00
OLD NATIONAL BANK/MO	MICROSOFT SHAREPOINT RENEWALS	MANAGER'S OFFICE	600.00
OLD NATIONAL BANK/MO	E-MAIL RENEWAL	MANAGER'S OFFICE	20,352.00
OLD NATIONAL BANK/MO	DOMAIN RENEWAL	MANAGER'S OFFICE	150.34
OLD NATIONAL BANK/MO	SAFETY STAND DOWN SNACKS	MANAGER'S OFFICE	249.56
OLD NATIONAL BANK/MO	HALLOWEEN CANDY GIVEAWAY	MANAGER'S OFFICE	757.77
OLD NATIONAL BANK/MO	CIVICS ACADEMY	MANAGER'S OFFICE	232.56
OLD NATIONAL BANK/MO	ART PROJECT FALL FEST	MANAGER'S OFFICE	187.50
OLD NATIONAL BANK/MO	FALL FEST DECOR	MANAGER'S OFFICE	2,100.00
OLD NATIONAL BANK/MO	ITEMS FOR SAFETY STAND DOWN	MANAGER'S OFFICE	189.82
OLD NATIONAL BANK/MO	SAFETY STAND DOWN ITEMS	MANAGER'S OFFICE	226.40
OLD NATIONAL BANK/MO	HL LIGHTS CAROLERS DOWNPAYMENT	MANAGER'S OFFICE	937.50
OLD NATIONAL BANK/MO	SYMPATHY FLOWER ARRANGEMENT	MANAGER'S OFFICE	155.06
OLD NATIONAL BANK/MO	ZOOM MONTHLY	MANAGER'S OFFICE	48.00

Name	Description	DEPARTMENT	Net Invoice Amount
Total OLD NATIONAL BANK	/MO:		51,413.76
OLD NATIONAL BANK/PD	OFFICE SUPPLIES	POLICE DEPARTMENT	14.90
OLD NATIONAL BANK/PD	OFFICE SUPPLIES	POLICE DEPARTMENT	24.55
OLD NATIONAL BANK/PD	OFFICE SUPPLIES	POLICE DEPARTMENT	29.09
OLD NATIONAL BANK/PD	OFFICE SUPPLIES	POLICE DEPARTMENT	32.77
OLD NATIONAL BANK/PD	SENIOR ID BRACELETS	ASSETS	21.98
OLD NATIONAL BANK/PD	EVIDENCE SUPPLIES	POLICE DEPARTMENT	108.99
OLD NATIONAL BANK/PD	RETURN	POLICE DEPARTMENT	108.99-
OLD NATIONAL BANK/PD	EVIDENCE SUPPLIES	POLICE DEPARTMENT	99.99
OLD NATIONAL BANK/PD	ANNUAL FEE	POLICE DEPARTMENT	120.00
OLD NATIONAL BANK/PD	RIFLE ARMORERS COURSE	POLICE DEPARTMENT	605.00
OLD NATIONAL BANK/PD	TRAINING SUPPLIES	POLICE DEPARTMENT	179.84
OLD NATIONAL BANK/PD	BACKGROUND CHECKS	POLICE DEPARTMENT	524.75
OLD NATIONAL BANK/PD	MASSEY ACT TRAINING	POLICE DEPARTMENT	20.00
OLD NATIONAL BANK/PD	ANNUAL MEMBERSHIP RENEWAL	POLICE DEPARTMENT	115.00
OLD NATIONAL BANK/PD	ANNUAL MEMBERSHIP RENEWAL	POLICE DEPARTMENT	265.00
OLD NATIONAL BANK/PD	OFFICE SUPPLIES	POLICE DEPARTMENT	292.53
OLD NATIONAL BANK/PD	TRAINING	POLICE DEPARTMENT	500.00
OLD NATIONAL BANK/PD	EVIDENCE SUPPLIES	POLICE DEPARTMENT	87.30
Total OLD NATIONAL BANK	/PD:		2,932.70
OLD NATIONAL BANK/PW	INVERT MEASUREMENT ROD FOR ENGINEERING	PUBLIC WORKS	370.55
OLD NATIONAL BANK/PW	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	153.93
OLD NATIONAL BANK/PW	TAX REFUND	PUBLIC WORKS	18.16-
OLD NATIONAL BANK/PW	CBD DOWNTOWN FALL DECOR	PUBLIC WORKS	219.91
OLD NATIONAL BANK/PW	HYDRANT PUMPS	PUBLIC WORKS	498.00
OLD NATIONAL BANK/PW	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	98.80
OLD NATIONAL BANK/PW	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	17.94
OLD NATIONAL BANK/PW	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	253.97
OLD NATIONAL BANK/PW	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	108.12
OLD NATIONAL BANK/PW	FALL REGULATORY UPDATE	PUBLIC WORKS	134.00
OLD NATIONAL BANK/PW	CREW MEAL	PUBLIC WORKS	128.92
OLD NATIONAL BANK/PW	CREW MEAL	PUBLIC WORKS	128.93
OLD NATIONAL BANK/PW	SNOW PLOW TRAINING	PUBLIC WORKS	297.25
OLD NATIONAL BANK/PW	FUEL DISPENSING FACILITY COURSE	PUBLIC WORKS	175.00
OLD NATIONAL BANK/PW	SNOW AND DEICING TRAINING	PUBLIC WORKS	70.00
OLD NATIONAL BANK/PW	SHOP TOOLS	PUBLIC WORKS	203.88
Total OLD NATIONAL BANK	/PW:		2,841.04
PERFORMANCE DETAILING	VEHICLE REPLACEMENT EQUIPMENT PD	PUBLIC WORKS	120.00
Total PERFORMANCE DETA	AILING:		120.00
RELIANCE SAFETY LANE & SE	VEHICLE SAFETY INSPECTION	PUBLIC WORKS	476.00
Total RELIANCE SAFETY LA	ANE & SERVICE:		476.00
ROD BAKER FORD SALES INC	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	1,578.13
Total ROD BAKER FORD SA	ALES INC:		1,578.13
ROEDA INC	PD SQUAD DECALS	PUBLIC WORKS	1,395.00

Name	Description	DEPARTMENT	Net Invoice Amount
Total ROEDA INC:			1,395.00
SABRINA ROSS	WATER DEPOSIT REFUND	ASSETS	58.81
Total SABRINA ROSS:			58.81
SCHINDLER ELEVATOR CORPO	ELEVATOR TESTING AT VILLAGE HALL	PUBLIC WORKS	691.41
Total SCHINDLER ELEVATO	OR CORPORATION:		691.41
SEBIS - POSTAGE	SEBIS POSTAGE	PUBLIC WORKS	3,540.79
Total SEBIS - POSTAGE:			3,540.79
SEBIS DIRECT INC	SEBIS DIRECT	PUBLIC WORKS	701.59
Total SEBIS DIRECT INC:			701.59
SERVICE SANITATION INC SERVICE SANITATION INC	PORTABLE SANITATION WP3 PORTABLE SANITATION	PUBLIC WORKS MANAGER'S OFFICE	145.00 267.55
Total SERVICE SANITATION	N INC:		412.55
SHARK SHREDDING INC	MONTHLY SHREDDING	FIRE DEPARTMENT	66.00
Total SHARK SHREDDING	INC:		66.00
SHERWIN INDUSTRIES INC	PAINTING SUPPLIES	PUBLIC WORKS	166.37
Total SHERWIN INDUSTRIE	ES INC:		166.37
SHERWIN WILLIAMS SHERWIN WILLIAMS SHERWIN WILLIAMS	PAINT SUPPLIES PAINT SUPPLIES PAINT SUPPLIES	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	67.94 281.09 200.28
Total SHERWIN WILLIAMS:			549.31
SHOREWOOD HOME AND AUT	L&M DEPT REPAIR PARTS	PUBLIC WORKS	1,143.16
Total SHOREWOOD HOME	AND AUTO INC:		1,143.16
SINTERFIRE INC	АММО	POLICE DEPARTMENT	610.00
Total SINTERFIRE INC:			610.00
SNAP-ON INDUSTRIAL SNAP-ON INDUSTRIAL SNAP-ON INDUSTRIAL	VEHICLE MAINTENANCE TOOL VEHICLE MAINTENANCE TOOL VEHICLE MAINTENANCE TOOL	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	332.02 74.52 61.50
Total SNAP-ON INDUSTRIA	ıL:		468.04
SOUND INCORPORATED	MONTHLY HOSTED SERVICES FEE	MANAGER'S OFFICE	495.00
Total SOUND INCORPORAT	TED:		495.00

9

Name	Description	DEPARTMENT	Net Invoice Amount
Total SOUTH SUBURBAN H	IUMANE SOCIETY:		250.00
SOUTH SUBURBAN PADS	PADS CONTRIBUTION	ASSETS	226.00
Total SOUTH SUBURBAN P	ADS:		226.00
SPOTLIGHT PERFORMANCE A	NON PROFIT CHILI COOK OFF RECIPIENT	MANAGER'S OFFICE	2,625.00
Total SPOTLIGHT PERFOR	MANCE ACADEMY NFP:		2,625.00
TERMINIX PROCESSING CNTR	PEST CONTROL SERVICE	PUBLIC WORKS	125.00
Total TERMINIX PROCESSI	NG CNTR:		125.00
THE CARROLL-KELLER GROUP THE CARROLL-KELLER GROUP	SAFETY STAND-DOWN PW TRAINING	MANAGER'S OFFICE MANAGER'S OFFICE	3,900.00
Total THE CARROLL-KELLE	ER GROUP:		4,550.00
THE STUTTLEY GROUP LLC	ADMINISTRATIVE HEARING OFFICER	MANAGER'S OFFICE	525.00
Total THE STUTTLEY GROU	JP LLC:		525.00
THOMPSON ELEVATOR INSPEC	ELEVATOR PLAN REVIEW	FIRE DEPARTMENT	100.00
Total THOMPSON ELEVATO	OR INSPECTION:		100.00
THORN CREEK BASIN SAN DIS THORN CREEK BASIN SAN DIS	TCBSD REVENUE PAYOUT LATE PMT PENALTIES CHARGED TO CUSTOMERS	ASSETS ASSETS	94,898.11 1,488.70
Total THORN CREEK BASIN	N SAN DISTRICT:		96,386.81
TIMOTHY HANNIG	80% MEDICARE SUPPLEMENT REIMBUSREMENT	MANAGER'S OFFICE	604.20
Total TIMOTHY HANNIG:			604.20
TODD WITTENBERG	BOND REIMBURSEMENT	ASSETS	10,000.00
Total TODD WITTENBERG:			10,000.00
TRL TIRE SERVICE	POLICE DEPT TIRES	PUBLIC WORKS	132.00
Total TRL TIRE SERVICE:			132.00
ULINE	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	412.13
Total ULINE:			412.13
UTERMARK & SONS QUALITY L UTERMARK & SONS QUALITY L UTERMARK & SONS QUALITY L UTERMARK & SONS QUALITY L	GRASS CUTTING GRASS CUTTING	FIRE DEPARTMENT FIRE DEPARTMENT FIRE DEPARTMENT FIRE DEPARTMENT	70.00 130.00 30.00 160.00
Total UTERMARK & SONS	QUALITY LAWNCARE CO:		390.00
VERIZON WIRELESS SVCS LLC	MOBILE PHONE SERVICE-ALL DEPTS	MANAGER'S OFFICE	577.04

Description PLIES	DEPARTMENT	Net Invoice Amount 577.04
PLIES		577.04
PLIES		
PLIES PLIES	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	126.26 159.41 27.88
<b>S</b> :		313.55
T REPAIR PARTS	PUBLIC WORKS	13.80
		13.80
RICAL PRE-EMPLOYMENT PHYSICAL	MANAGER'S OFFICE	328.00
		328.00
		367,930.23
	S: T REPAIR PARTS	T REPAIR PARTS PUBLIC WORKS

Village Clerk: \_\_

#### VILLAGE OF HOMEWOOD



#### **BOARD AGENDA MEMORANDUM**

DATE OF MEETING: October, 28, 2025

To: Village President and Board of Trustees

From: Napoleon Haney, Village Manager

**Topic:** Intergovernmental Agreement Creating the Southland Public Safety Communications Dispatch System (a consolidated 911 dispatch facility)

#### **PURPOSE**

For the past couple of years, two separate 911 dispatch centers (E-COM and SouthCom) have successfully worked together, in conjunction with the State of Illinois' 911 State Administrator, to complete a 911 center consolidation. This consolidation also includes a new "joint" 911 facility located at 3700 West 183rd Street in Hazel Crest, IL. As part of the process of consolidating the E-COM and SouthCom dispatch systems, an intergovernmental agreement was entered into by the E-COM and SouthCom communities which created a Joint Emergency Telephone System Board (JETSB). The Emergency Telephone System Act, 50 ILCS 750/1 et seq. empowers the JETSB to operate a 9-1-1 system. However, the Emergency Telephone System Act contains no authority for a JETSB to own real property. Because a crucial part of the consolidation of the E-COM and SouthCom dispatch centers is locating the consolidated dispatch center in one building, it is necessary for the dispatch system to own the building and the property it sits on.

#### Owning the New Facility

In order to accomplish this "property ownership," it is necessary to create an additional unit of intergovernmental cooperation that has the authority to own the building and the property at 3700 West 183rd Street in Hazel Crest, IL. The Southland Public Safety Communications Dispatch System is that intergovernmental entity.

The attached intergovernmental agreement establishes the Southland Public Safety Communications System, defines its purpose, and provides for the powers necessary to operate the dispatch system and, more critically, **own** the new dispatch center in Hazel Crest, IL.

The intergovernmental agreement references the adoption of bylaws for the dispatch system. It is anticipated that those bylaws will be very similar to the ones adopted for the JETSB.

#### **HISTORY**

E-COM, the 911 dispatch center serving Homewood, Flossmoor, Glenwood, Hazel Crest, East Hazel Crest, Country Club Hills, Thornton, South Holland, Riverdale, and Markham, is in the final process of consolidating with SouthCom, another emergency dispatch center that serves Richton Park, Park Forest, and Matteson in the south suburbs.



E-COM handles all police, fire, emergency management services, public works, 911-emergency and non-emergency calls. The center serves approximately 119,000 residents. A merger with SouthCom will increase this population to approximately 184,000 residents.

#### **OUTCOME**

Once Homewood and the eleven (11) partnered communities separately authorize the adoption of the intergovernmental agreement, the Southland Public Safety Communications Dispatch System will be authorized to operate and own the Southland Communications Center at 3700 West 183rd Street in Hazel Crest, IL.

#### **FINANCIAL IMPACT**

Funding Source: N/ABudgeted Amount: N/A

Cost: N/A

#### **LEGAL REVIEW**

Completed

#### RECOMMENDED BOARD ACTION

Authorize the Village President to enter into an intergovernmental agreement creating the Southland Communications System as part of the E-COM and SouthCom 911 Consolidation.

# **ATTACHMENT(S)**

Intergovernmental Agreement Creating the Southland Communications System

# AN INTERGOVERNMENTAL AGREEMENT CREATING THE SOUTHLAND COMMUNICATIONS SYSTEM

**THIS AGREEMENT** ("Agreement"), entered into on the effective date hereinafter set forth, by and between the local governments signatory hereto and also those which may hereafter become signatory hereto ("Members" or "Parties"):

#### WITNESSETH:

WHEREAS, the E-COM and SouthCom Emergency Dispatch Centers have existed independently since 2005 and 2004 respectively; and

WHEREAS, the E-COM and SouthCom Boards of Directors have entered into an intergovernmental Agreement creating the Southland Joint Emergency Telephone System Board with the intention of fully consolidating 9-1-1 call answering and emergency dispatch between the respective members of E-COM and SouthCom; and

**WHEREAS**, this consolidation will be of great value to its constituent municipalities, their public safety entities, and the citizens of the signatories hereto; and

WHEREAS, the costs associated with operating and maintaining two separate public safety dispatch facilities can be reduced through a joint public safety dispatch center; and

WHEREAS, a centralized police, fire and other emergency dispatching system can adequately serve the needs of all of such signatories; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 through 220/9, authorize joint exercise be two or more local governments of any power common to them;

WHEREAS, it is the desire of the signatories hereto to jointly provide for and maintain a central dispatching system for their mutual advantage and concern; and

WHEREAS, the Parties desire to establish a joint public safety dispatch center, known as the Southland Emergency Communications System, provide for its operation and oversight, and take all steps necessary to enable the Southland Emergency Communications System to provide 9-1-1 and dispatch services to the signatories to this Agreement and any future signatories;

**NOW, THEREFORE,** for and in consideration of the promises, the mutual advantages to be derived therefrom and in consideration of the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

1. Venture Established. Pursuant to the joint powers authorization of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 through 5 ILCS 220/9, the undersigned do hereby consolidate together in a cooperative venture for the joint and mutual operation of a centralized communications system; to own real property and buildings necessary to support and house the dispatch center, the joint purchasing or sharing of services which relate to the members' police, firefighting, emergency management, and/or public safety functions; to provide such services on a contract basis to other governmental units who are not members; and to provide a forum for discussion, study, development and implementation of recommendations of mutual interest regarding communications, information systems, and statistical matters within portions of Cook County Illinois. This venture shall be known as "Southland Emergency Communications System" (hereinafter designated as SOUTHLAND) which shall consist of all of the local governments which may hereafter become signatory hereto.

- 2. <u>By-Laws</u>. SOUTHLAND shall be subject to and shall be governed by certain By-Laws, the current By-laws in existence as of the date of this amended and restated agreement are attached hereto as Exhibit "A". The By-Laws attached as exhibit A shall be the By-Laws upon the effective date of this Agreement. The Bylaws may be amended by the Board of Directors as set forth below. The Bylaws, as may be amended from time to time by the Board of Directors, shall be binding on the Members as if fully set forth in this Agreement.
- 3. **SOUTHLAND Participation**. Each participating local government of the Central Dispatching System (and each local government which may hereafter sign after approval as required by the By-Laws, provided such local governments are eligible to participate pursuant to said By-Laws) is a member of SOUTHLAND and is entitled to the rights and privileges and subject to the obligations of membership, all as provided in said By-Laws.
- 4. <u>Termination</u>. Any party to this agreement may cease to be a party hereto and may withdraw from participation in SOUTHLAND in the manner and means set forth in said By-Laws.
- 5. <u>Powers of the System</u>. SOUTHLAND shall have the power in its own name to make and enter into contracts, to employ agents and employees, to acquire, hold and dispose of property, real and personal, and to incur debts, liabilities or obligations necessary for the accomplishment of its purposes, but no such contract, employment, purchase, debt, liability or obligation shall be binding upon or obligate any member except as authorized by the this Agreement or the By-Laws. SOUTHLAND shall not have the power of eminent domain or the power to levy taxes.
- 6. **Board of Directors**. There is hereby established a Board of Directors which shall consist of one director on behalf of each Member. The manager or administrator of each Member shall be its director. However, each Member may designate a different person as the director by

appropriate action of the Member's corporate authorities. Each Member shall also designate an alternate director to act on its behalf in the absence of its director. Directors shall serve without salary, but each may be reimbursed for necessary expenses incurred in connection with SOUTHLAND business. The Board of Directors shall have the following powers and duties:

- a. To determine general policy and procedures of SOUTHLAND and the board of directors consistent with this Intergovernmental Agreement, and to exercise any power related to the operation of the SOUTHLAND which is not reserved in this agreement to the Members acting through their respective corporate authorities;
- b. To provide for an executive committee and officers in the By-Laws;
- c. To approve amendments to the By-Laws;
- d. To approve the annual budget of SOUTHLAND.
- e. To hire, supervise and discipline an executive director.
- f. To hire auditors;
- g. To hire a general counsel for the agency and such other attorneys as it deems necessary;
- h. To approve new members of the SOUTHLAND upon such new member's approval and execution of this Agreement, by a three-fourths (¾) vote of all members of the Board of Directors;
- i. To approve the provision of services to non-members by contract;
- j. To provide for contracting and purchasing procedures as it sees fit;
- k. To own property, both real and personal, in the name and for the use of SOUTHLAND.
- 7. Amendments to this Agreement. This Agreement may not be amended, except by the written agreement and resolution of all of the then parties to it. However, the By-Laws attached hereto as Exhibit "A" may be amended from time to time by the method and means provided herein, provided such amendments do not conflict with the terms set forth in this Agreement.
- 8. <u>Amendments to the By-Laws</u>. Any member of the Board of Directors or any member of the Executive Committee may propose an amendment to the By-Laws. No amendment, however, shall be in conflict with or purport to amend this agreement in any way. Amendments to the By-

Laws shall be made only upon a three-fourths (3/4) vote of the members of the Board of Directors then holding office. The chairman of the board of directors shall have only one (1) vote on a motion to amend the By-Laws, even in the case of a tie.

- 9. <u>Duration</u>. This Agreement and SOUTHLAND shall continue in effect until rescinded by unanimous consent of the then parties or until terminated in the manner provided in said By-Laws. Upon such termination, the assets remaining shall be disposed of in the manner set forth in the said By-Laws.
- 10. **Enforcement**. Each member shall have the right to enforce this Agreement against any other member. If suit is necessary therefore, a defaulting member shall pay reasonable attorney's fees to SOUTHLAND as adjudicated by the Court.
- 11. <u>Authorization</u>. Prior to execution of this Agreement, each member shall deliver to the other a certified copy of a suitable ordinance or resolution authorizing and directing the execution of this Agreement.
- 12. **Entire Agreement.** This instrument contains the entire agreement between the Parties relating to the rights granted herein and the obligations herein assumed. Any oral representations or modifications concerning this instrument and any prior agreements between the parties related to the SOUTHLAND shall be of no force and effect.
- 13. **Severability**. Invalidation by judgment or court order of any one or more of the covenants or restrictions contained herein shall in no way affect any other provisions which shall remain in full force and effect.
- 14. **Governing Law**. The laws of the State of Illinois shall govern the terms of this Agreement both as to interpretation and performance.

- 15. <u>Notices</u>. All notices provided for herein shall be served upon the Parties by personal delivery, email, fax or Certified United States mail, return receipt requested, by sending said notice to the mayor, president, manager, administrator or statutory head of the public body at the Members' principal office. Notices shall be deemed given when sent.
- 16. **No Waiver of Tort Immunity**. Nothing contained in this Agreement is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to either Party under the Illinois Local Governmental and Governmental Employees Tort Immunity Act or the Illinois Emergency Telephone System Act with respect to claims by third parties.
- 17. **No Third-Party Beneficiaries**. This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish, or impose any legal duty to any third party.
- 18. <u>Counterparts</u>. This Agreement may be executed in counterparts that, taken together, will be effective as if they were a single document. Signatures transmitted by a .pdf file or facsimile shall be treated as originals.
- 19. <u>Effective Date</u>. This Intergovernmental Agreement shall become effective when signed by the respective representatives of the Member communities.

<u>IN WITNESS WHEREOF</u>, the undersigned local governments have set their signatures on the respective dates set forth below. This document may be signed in duplicate originals.

	CITY OF COUNTRY CLUB HILLS
	By:
ATTEST:	

# VILLAGE OF EAST HAZEL CREST

	Ву:
ATTEST:	
ATTEST.	
Date:	

VILLAGE	OF FL	_OSSN	100R
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	Ву:	
ATTEST:		
Data		
Date:		

# VILLAGE OF GLENWOOD

	Ву:	
ATTEST:		
Date:		
Date		

	By:
	<i>S</i> y
ATTEST:	

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

VILLAGE OF HAZEL CREST

	ву:	
ATTEST:		
71112311		
Data		
Date:		

	VILLAGE OF MATTESON	
	Ву:	
ATTEST:		
Date:		

VILLAGE OF	PARK FUREST	

	ву:	
ATTEST:		
Date:		

# VILLAGE OF RICHTON PARK

	ву:	 
ATTECT		
ATTEST:		
Date:		

# VILLAGE OF RIVERDALE

	Ву:	
ATTEST:		
ATTEST.		
Date:		

# VILLAGE OF SOUTH HOLLAND

	ву:	 
ATTEST:		
Dato:		

	VILLAGE OF THORNTON
	Ву:
ATTEST:	



#### **BOARD AGENDA MEMORANDUM**

**DATE OF MEETING: October 28, 2025** 

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Terence Acquah, Assistant Village Manager

**Topic:** Proposal for Professional Engineering Services – Construction Management for Lead Service Line Replacement Fiscal Year 2026

#### **PURPOSE**

On July 22, 2025, the Village Board approved a proposal from Burns & McDonnell Engineering Co., Inc. (BMcD) of Chicago, IL for design and bidding services related to the FY26 Lead Service Line Replacement (LSLR) Project. That agreement provided the engineering design, preparation of specifications and drawings, and bid assistance necessary to advance the project to construction.

The next phase of the Village's lead service line replacement program involves identifying a consultant to perform the management and observation of construction activities for our FY26 project under the Illinois Environmental Protection Agency (IEPA) State Revolving Fund (SRF) loan (Project No. L177418). The IEPA's Draft 2026 Intended Use Plan (IUP) reserved \$4,137,498 for this project, including \$2,465,000 in principal forgiveness.

Staff is requesting Village Board approval of a budget amendment to the Water and Sewer Fund in the amount of \$388,600, which will be reimbursed through the Village's State Revolving Loan Fund allocation. Staff also recommends the Board accept and approve the proposal from Burns & McDonnell for professional engineering services associated with Construction Management for the FY26 LSLR project.

#### **PROCESS**

The Village plans to replace up to 235 lead service lines in 2026 — the first year of its Lead Service Line Replacement Program. Following extensive coordination with Burns & McDonnell (BMcD), the Illinois Environmental Protection Agency (IEPA) has reserved funding for the project through the State Revolving Fund (SRF). This marks the initial phase of a long-term effort to replace all remaining lead service lines by 2037, in compliance with the United States Environmental Protection Agency's Lead and Copper Rule Improvements issued in October 2024.

Under a separate agreement, BMcD was retained to prepare a Construction Bid Package identifying the 2026 replacement locations and providing general design details and



specifications to support construction oversight. The Village is currently soliciting bids to secure a contract for the 2026 construction work, with BMcD serving in an observation and documentation role—monitoring progress, reporting to the Village, and ensuring compliance with project specifications.

Summary of Proposal Tasks as listed in the Burns & McDonnell Proposal (Critical Tasks)

#### **Task 1: Construction Administration**

The Construction Administrator will support the Village in the successful implementation and management of the 2026 Lead Service Line Replacement Program. Working under the direction of the Public Works Director or designee, the Construction Administrator (Burns & McDonnell) will oversee project coordination, contract compliance, documentation, and reporting to ensure timely and compliant delivery of the program. The Administrator will be responsible for the following duties:

Duties	Summary
Project Coordination	Serve as the main point of contact between the Village, Burns & McDonnell, and the contractor to ensure clear communication and efficient project delivery.
Contract Compliance	Review contractor submittals (insurance, bonds, schedules) for compliance with contract terms and SRF/IEPA requirements.
Construction Oversight	Observe field activities periodically to confirm general compliance with specifications and report progress to the Village.
Documentation & Administration	Maintain organized project records, daily reports, correspondence, and documentation from the Resident Project Representative.
Payments & Change Orders	Review and process contractor pay requests and prepare up to five (5) change orders as required.
Meetings & Reporting	Lead progress meetings, prepare project updates, and assist with SRF documentation and disbursement requests.
Project Closeout	Conduct pre-final and final inspections, develop punch lists, verify corrective work, and process final payment.
Resident Coordination	Support distribution and collection of property access agreements, track responses, and address resident inquiries.
Data Management	Document and report service line replacement details—including materials and addresses—for integration into the Village's inventory.



# Task 2: Resident Project Representative

The Resident Project Representative (RPR) will provide *on-site* field observation, contract administration, and documentation support during the duration of Homewood's 2026 Lead Service Line Replacement Project. The RPR will work under the direction of the Construction Administrator (Burns & McDonnell) and coordinate closely with the Village to ensure the contractor's work generally conforms to project specifications and schedule requirements.

Duties	Summary
Field Observation	Periodically observe construction to confirm general compliance with contract documents, document daily activities, and report progress to the Construction Administrator and Village.
Contract Liaison	Serve as the on-site liaison between the Village, contractor, utilities, and agencies. Respond to contractor inquiries and coordinate interpretation of plans and specifications.
Testing & Quality Control	Observe field and lab testing (e.g., concrete, compaction) to verify compliance. Document results, record material quantities, and report any deficiencies.
Schedules & Progress	Review contractor schedules, identify potential delays, and communicate issues to the Construction Administrator and Village.
Meetings	Lead or participate in weekly progress meetings to review work status, scheduling, and any field issues.
Documentation & Records	Maintain organized project files, logs, daily reports, weather records, correspondence, and other site documentation.
Payments & Change Orders	Review pay applications for accuracy and assist in evaluating and documenting up to five (5) change orders.
Service Line Inventory	Use a Village-provided tablet to update the GIS service line inventory with materials, photos, and replacement data.
Record Drawings	Update drawings to reflect installed service line locations and submit final as-builts to the Village and IEPA in PDF format.
Final Completion	Conduct pre-final and final inspections, develop punch lists, verify completion, and recommend final payment.



#### **OUTCOME**

Burns & McDonnell proposes to perform Tasks 1 through 2 on a time and materials basis of \$388,600. Below is the summary table.

Task Description	Task Total
Task 1 – Construction Administration	\$ 20,044
Task 2 – Resident Project Representative (RPR)	\$368,556
Scope Total	\$388,600

#### Scheduled Benchmarks

- 1. Provide Contractor Notice to Proceed in January 2026.
  - Contractor will have 275 days from Notice to Proceed to Substantial Completion.
- 2. Work to commence in March 2026.
- 3. Work to be substantially complete by the end of October 2026.

Total of Professional Engineering Services (all eligible for reimbursement through the SRF)

Agreement	IEPA SRF Category	Burns & McDonnell Contracts Approved
Lead Service Line Replacement Plan	Design Services	\$66,983
Design and Bidding of Lead Service Line Replacement FY26	Design Services	\$90,000
Construction Management and Observation of Lead Service Line Replacement FY26	Construction Engineering	*\$388,600
	Totals	\$545,583

<sup>\*</sup>Contract pending Board approval 10/28/2025

#### **FINANCIAL IMPACT**

Funding Source: Water Sewer Fund

Budgeted Amount: \$0

Budget Amendment Requested: \$388,600 (to be reimbursed through the SRF loan)

**Cost:** \$388,600

#### **LEGAL REVIEW**

Pending review of the General Conditions of the Consultant Agreement



#### **RECOMMENDED BOARD ACTION**

Approve a budget amendment of \$388,600 to the water sewer fund; and, accept a proposal from Burns & McDonnell of Chicago, IL for professional engineering services (Tasks 1 & 2) in an amount not to exceed \$388,600, to assist the Village of Homewood in Construction Management of Lead Service Line Replacement Fiscal Year 2026 in accordance with the United States Environmental Protection Agency and Illinois Environmental Protection Agency requirements.

# **ATTACHMENT(S)**

Burns & McDonnell Engineering Services Proposal



October 14<sup>th</sup>, 2025

Joshua Burman Director of Public Works Village of Homewood 2020 Chestnut Road Homewood, Illinois 60430

Re: Proposal for Professional Services during Construction for Lead Service Line Replacement (LSLR) FY26 (EPA Loan Project Number: L177418)

Dear Mr. Burman:

Burns & McDonnell Engineering Co., Inc. (BMcD) is pleased to provide this proposal for Construction Services to assist the Village of Homewood (Village) with the monitoring and observing of construction of the Village's Lead Service Line Replacement (LSLR) FY26 project.

#### PROJECT UNDERSTANDING

The Village plans to replace up to 235 lead service lines in 2026, the first year of the Village's Lead Service Line Program, and after extensive collaboration with BMcD, the IEPA has set aside funding through the State Revolving Fund (SRF) for the Village's Lead Service Line work in 2026. This is the first step in a larger program where the Village plans to replace all lead service lines by the end of 2037, to comply with the Lead and Copper Rule Improvements, issued by the EPA in October 2024. Under separate agreement, BMcD was hired by the Village to develop a Construction Bid Package consisting of the locations of the service lines to be replaced in 2026 with general design details and specifications for the purpose of monitoring a contractor in the performance of the work. The Village will solicit bids for the construction of the 2026 lead service line replacements and hire a contractor to perform the work. BMcD's sole role in this contract is to periodically monitor, observe, document, and report to the Village the work performed by the Contractor. The Village intends to have the project complete by the end of 2026.

This proposal covers services to be provided associated with the 2026 Lead Service Line Program. Services anticipated to be provided include the following:

#### TASK 1.0: CONSTRUCTION ADMINISTRATION

The Construction Administrator will assist the Village in the overall implementation and management of the 2026 Lead Service Line Program and provide the Specific Duties and Responsibilities listed below. The Construction Administrator will work closely with and report to the Director of Public Works or his designee.



# **Specific Duties and Responsibilities:**

#### A. Project Control and Management:

Establish and maintain lines of communication, authority, and procedures between the Village, BMcD, and the Village's Contractor(s). Prepare and submit monthly BMcD project invoices for up to 10-months.

# B. Contract Requirements:

Review items submitted by the contractor, such as insurance and bonds, for general conformance with contract requirements.

#### C. Construction Monitoring:

Periodically observe the work of Contractor for general compliance with the contract requirements. BMcD is not viewing such work product to evaluate, assess, or change the means or methods of design, fabrication, or construction. BMcD has no duty to evaluate any approaches, means, or methods, or safety practices of Villages contractor(s).

#### D. Scheduling:

Review the schedules that the contractor submits to confirm they are in general conformance with contract requirements. Review monthly schedules submitted by the contractor to determine if the contractor will complete the project within the contract milestone dates.

#### E. Administration:

Handle project administrative correspondence including preparation of written documents and correspondence requiring the Village's signature and authorization. Maintain a file of daily construction reports prepared by BMcD's Resident Project Representative ("the RPR").

#### F. Contractor's Payment:

Review Contractor's applications for progress and final payment. Submit to the Village for processing and payment. Up to nine (9) monthly pay requests are included.

# G. Change Orders:

Recommend necessary or desirable change orders to the Village, review requests for change orders, and handle administrative aspects to include contractor negotiations, formal preparation and submission to the Village. Up to five (5) change orders are included. Disputes beyond normal contract administration involving third party dispute resolution processes are not included in this work, and would require separate agreement.



#### H. Job Meetings:

Conduct periodic progress meetings with associated parties to review construction progress, procedures, Contractor's schedule progress, design interpretation, and project status. Up to five (5) progress meetings to be attended by the Construction Administrator are included.

# I. Final Completion:

Together with the RPR, conduct and develop a pre-final project walk through and develop a pre-final punchlist for the Contractor. Upon competition of the pre-final punchlist, notify the Village that a final inspection is in order. Attend the final inspection with the Village and Contractor. Advise the Village when punchlist work resulting from the final inspection has been completed. Prepare and submit final pay estimate for processing.

#### J. SRF Documentation:

- 1) Provide information for quarterly SRF construction progress reports such as project status, percent complete and costs incurred.
- 2) Submit completed contract documents for L177418 to Village for IEPA submission
- 3) Prepare monthly disbursement requests for L177418 to Village of IEPA submission
  - a) Review quarterly apprenticeship reporting reports for L177418 prepared by the contractor

#### K. Assistance in Access Agreement Documentation:

The Village of Homewood will be responsible for distributing the Access Agreements to residents and collecting signatures approving work to be conducted on private property. The Village is legally obligated to make several attempts to contact property owners and solicit access agreements. The RPR will take a week to walk around to the sites, knock on doors, and distribute these access agreements as door hangers in the area prior to construction work getting underway. Questions regarding the access agreements will be referred by the RPR to the Village's designated point of contact.

#### L. Documentation

Burns & McDonnell will document and record the status of the lead service lines included in this project on an iPad or other electronic tablet to be provided by the Village. The status will include the date of replacement for private and public side lead service lines, the material used for replacement (i.e. copper), and identification of lead service lines that are not replaced due to Owner refusal or failure to comply with requirements of the access agreement. Village will be responsible for the overall lead service line inventory and for incorporating the data provided by BMcD into the lead service line inventory.



# M. Access Agreements

The Village of Homewood and its contractor will be responsible for securing an access agreement from each individual property owner prior to performing work on private property, and providing verification that all interest holders in the property have executed the agreement. BMcD will be available to communicate updates regarding the status of access agreements to the Village, as well as attend meetings with individual property owners to answer questions about the project. A total of 40 hours is included in the project budget.

#### TASK 2.0: RESIDENT PROJECT REPRESENTATIVE (RPR)

<u>General</u>: The RPR will be onsite periodically to observe portions of the work. The responsibilities of the RPR will include field and construction observation, contract document interpretation, taking quantities to the point of delivery, contract administration and documenting the general day to day construction activities by the contractor, and progress meetings. RPR will coordinate with Village and notify the Village of any substantial schedule changes and review the contractors' general compliance with contract drawings and specifications. The RPR will work with and report to the Construction Administrator. The RPR will provide the following duties:

# **Specific Duties and Responsibilities**

#### A. Contract Liaison:

Respond to requests for interpretation submitted by the contractor. Work principally with the Contractor's on-site superintendent or foreman. Serve as the Village's liaison with other local agencies, utility companies, state agencies, located in the Village right of way. Resident, property owner, and business concerns will be directed to the Village. Communicate not less than weekly with the Village.

#### B. Review of Work, Defective Work, Observation, and Testing:

- 1) Conduct on-site observations of the work in progress and check that work is in general conformance to the contract documents.
- 2) Observe work performed for general conformance to the requirements of the contract documents, and inform the Village regarding observed work that does not generally conform to the requirements of the contract documents and may be considered unsatisfactory, faulty, or defective.
- 3) Verify that tests required by the contract documents and in presence of the required personnel, and that contractors maintain adequate record thereof; observe, record and report to Construction Administrator appropriate details relative to the test procedures.



- 4) Observe required field tests such as concrete tests or soil compaction tests as specified and performed by others. Review the results of all field and laboratory tests to determine the suitability of materials tested. Notify Contractor and Village of any deviations.
  - a) Accompany visiting inspectors and record the outcome of these inspections and report to Construction Administrator.
  - b) Memorialize materials quantities used on site for future Contractor Pay Application Review.

# C. Contractors Request for Information (RFI):

Respond to Contractor RFIs regarding the drawings and specifications which may be submitted by the Contractor and make recommendations to the Construction Administrator with any time and cost implications for final decision.

#### D. Schedules:

Review construction schedule prepared by the contractor. Communicate to the Village conditions which may cause delay in completion and report same to the Contractor and the Construction Administrator.

#### E. Meetings:

Schedule, attend, and lead progress meetings while in the field with associated parties to review the overall project status. Assume that progress meetings will be held on a weekly basis when contractor is on site.

#### F. Contract Administration and Records:

- 1) Handle day to day contract administration and associated correspondence in accordance with the established procedures.
- 2) Maintain at the job site orderly files for correspondence, reports of job conferences, reproductions of original contract documents including addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract documents, progress reports, and other project related documents.
- 3) Keep a diary or log book, recording Contractor's hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials, daily activities, decisions, and general observations of the ongoing work.
- 4) Record names, addresses and telephone numbers of Contractors, sub-contractors and major suppliers of equipment and materials.



#### G. Reports:

Furnish Construction Administrator written reports as required of progress of the work and Contractor's compliance with the approved progress schedule.

#### H. Contractors Payment:

Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them to Construction Administrator, noting particularly their relation to the schedule of values and/or bid items, work completed and materials and equipment delivered to the site.

# I. <u>Change Orders:</u>

Perform initial evaluation of change orders and submit same to Construction Administrator with cost estimate breakdown for final approval and processing. This scope of services assumes that there will be a maximum of five (5) change orders on the project. These change orders will be submitted to the IEPA.

#### J. Service Line Inventory Updates:

Document lead service line replacements using a Village provided tablet to update the GIS service line inventory. Update the fields in the inventory with the date, materials, photos, general notes on the service line, and other information relevant to the Village's work order system.

#### K. <u>Lead Service Line Replacement Tracking and Record Drawings:</u>

On a Village provided tablet (iPad) that will be connected to the Village's Arc GIS Online (AGOL) account, update the lead service lines that have been replaced by the Contractor. Update drawings with lead services lines there were replaced.

#### L. Final-Completion:

- 1) Together with the Construction Administrator conduct and prepare a pre-final project walk through and provide the contractor with a pre-final punchlist. Notify the Construction Administrator when the punchlist has been addressed and the project is ready for final payment.
  - a. Together with the Construction Administrator conduct a final project review with the Village and the Contractor. Prepare a final punchlist and submit to the Contactor. Notify the Construction Administrator when all work is completed and ready for final payment.
  - b. Review Contractor provided red-lined as-builts and generate an updated set up asbuilts that indicate the new service line locations. Submit the as-builts to the Village and the IEPA in .PDF format.



#### **ASSUMPTIONS**

- 1. BMcD will not provide building inspection, health and safety inspection, or plumbing inspection services, as these tasks will be performed by the Village if and when required.
- 2. BMcD has not been retained to provide review, inspection or observation related to site safety or occupational safety and health administration (OSHA) guidelines or regulations, including without limiting, any plans, precautions, personal protective equipment, means, methods, techniques, sequences, or procedures used to fabricate, assemble, install, or construct the project.
- 3. BMcD is not responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractor(s') failure to perform its work in accordance with the contract documents.
- 4. Site visits to review, inspect or observe a prospective site or the progress and quality of the work, whether such visit occurs during any period when construction or equipment installation is underway or not, shall not create any duties in respect of BMcD and the safety of persons and shall not cause BMcD to be responsible for any plans, precautions, personal protective equipment, means, methods, techniques, sequences or procedures of anyone performing fabrication, assembly, installation or construction in connection with the project. BMcD's responsibilities in connection with the project shall not be inferred by any person to mean that BMcD has any responsibility for site safety. Safety in, on, or about the site is the sole and exclusive responsibility of the contractor alone.
- 5. Site visits to review, inspect or observe the progress and quality of the project shall not cause BMcD to assume any liability for any contractor(s') failure to perform its work in accordance with its contract documents.
- 6. Contractor to document and record condition of interior of structure prior to commencement of work using photo and video of the area affected by the work Contractor to record the work performed on the interior of structure on private property using photo and video of the area affected by the work and share these with the RPR upon completion. Contractor recordings will be sufficient for the RPR to estimate quantities.
- 7. Contractor to prepare the quarterly apprenticeship reporting reports for L177418, and submit to BMcD for review and distribution to the IEPA.
- 8. BMcD is not obligated to observe unsafe conditions or enter properties that may be unsafe. This includes, but is not limited to, the following: violent animals, residents displaying unsafe behaviors in the sole discretion of the RPR, noxious fumes, cluttered homes, or any other perceived or observed situations that the BMcD determines makes entry unsuitable.
- 9. Village will perform lead service line sampling and reporting three (3) to six (6) months



- after service line replacements are completed if a resident requests in accordance with 40 CRF§141.84 (H.3.IV). Burns & McDonnells role in the resident sampling will be limited to distribution and collection of sample bottles left with the occupants.
- 10. Village will manage resident outreach, and in the event of non-responsive property owners, the Village will issue the IDPH Waiver of Full Lead Service Line Replacement.
- 11. Attendance, presentations, and memos related to Village Board meetings are not included.
- 12. Contractor is responsible for collecting the soil and pH samples required to populate the IEPA clean construction demolition debris forms (662 or 663).
- 13. Developing, maintaining, and/or hosting a LSLR Specific Website and/or any public relations work, including public meetings, media campaign, press releases, and advertising is not included, as this work will be performed by the Village.
- 14. BMcD will provide one (1) RPR for the project, regardless of the number of contractor crews. The Village acknowledges that BMcD monitoring of the work performed by the contractor will be periodic and limited by what the BMcD RPR can visually observe and BMcD will not visually observe all work performed. This could be attributed to multiple crews or subcontractors working, in-person progress meetings located off-site, or any number of other reasons, including the work taking place on private property. Additional RPRs can be added for additional fee.
- 15. Up to a maximum of 10 RFI responses is included.
- 16. Up to a maximum of 20 submittals and resubmittals are included
- 17. RPR is assumed to be working fifty (50) hours per week total for twenty-six (26) weeks (1,300 hours).
- 18. A BMcD fleet vehicle has been included for a total of nine (9) months.
- 19. The Contractor is responsible for obtaining the Village's temporary easement agreement and/or access agreements. BMcD will document the properties for which access agreements have been obtained. BMcD will not enter private property prior to an access agreement being in place.
- 20. Materials testing services will be performed by the Contractor.
- 21. BMcD will provide general administrative support of the Village but is not responsible for site safety, Contractor's schedule, Contractor's costs, or other aspects or requirements of the project that are not specifically defined in this scope of work.
- 22. Existing homes are assumed to have been constructed in accordance with the Village's current building codes and/or ordinances and able to receive the lead service line replacement. BMcD will not provide any engineering or technical assistance for homes



that do not meet current building codes or that are otherwise unable to receive the lead service line replacement.

- 23. BMcD will only enter the residences of private property at the direction of the Contractor or Village staff and only with the Contractor or a member of Village staff present.
- 24. Disputes between Village's contractor(s) and property owners, or related to contractor(s)' work will be referred to Village. BMcD will not resolve property owner disputes regarding contractor actions in carrying out work. Village will retain final decision making authority regarding adequacy of contractor performance.
- 25. BMcD's RPR services are solely for the purpose of monitoring and observing that the work performed by the Village's contractors is in general conformance with the contract documents and so advising Village. BMcD's personnel are not licensed plumbers or building inspectors, and BMcD's services are not for the purpose of confirming that work performed is in accordance with building codes and/or ordinances or any professional standards. BMcD does not have a duty to discover, but will note conditions observed on private property, including but not limited to foundation cracks or deterioration, drainage problems, plumbing defects, leaks, or others to the Village's building inspector for further assessment and resolution.
- 26. Conflicts and disputes with residents, property owners, or businesses and any of their complaints directed to BMcD related to the project will be referred to the Village. The Village will act as the interface between the resident, property owner, or business and the contractor and handle all communications related to the issue from that point forward or will provide written direction for BMcD to communicate to the resident.
- 27. Refusal by property owner to comply with an existing access agreement will constitute a refusal to proceed. Any additional work with property whose owners have refused entry shall be subject to a change in scope.



#### **SCHEDULE**

- 1. Provide Contractor Notice to Proceed in January 2026.
  - a. Contractor will have 275 days from Notice to Proceed to Substantial Completion.
- 2. Work to commence in March 2026.
- 3. Work to be substantially complete by the end of October 2026.

# **COMPENSATION**

Burns & McDonnell proposes to perform Tasks 1 through 2 on a time and materials basis of **\$388,600**. See summary table below.

Task Description	T	ask Total
TASK 1.0: CONSTRUCTION ADMINISTRATION		\$20,044
TASK 2.0: RESIDENT PROJECT REPRESENTATIVE (RPR)		\$368,556
Scope Total	\$	388,600



#### **FUNDING ALLOCATION**

The contract values of work completed to date, as well the value for each category of expense submitted in the IEPA SRF Project Plan and Funding Nomination Form in March, 2025, are included in table below.

Agreement	IEPA SRF Category	Contract Value	Value Requested from IEPA***
Lead Service Line Replacement Plan*	Design Services	\$66,983.00	\$66,983.00
Design and Bidding of Lead Service Line Replacement FY26 Task 1: Project Management and Coordination Task 2: Contract Package of Specifications and Drawings	Design Services**	\$71,592.00	\$75,000.00
Design and Bidding of Lead Service Line Replacement FY26 Task 3: Bidding	Construction Engineering**	\$18,408.00	
Construction Management and Observation of Lead Service Line Replacement FY26 Task 1: Project Management Services Task 2: Review Contractor Pay Applications and Change Orders Task 3: Construction Observation Task 4: Project Closeout	Construction Engineering	\$388,600.00	\$347,000.00
	Totals:	\$545,583.00	\$488,983.00

<sup>\*</sup>The Lead Service Line Replacement Plan project was executed on June 6th, 2024.

<sup>\*\*</sup> The Design and Bidding of Lead Service Line Replacement FY26 project was executed on July 24<sup>th</sup>, 2025.

<sup>\*\*\*</sup>These are the values requested and set aside by the IEPA. Contract values that exceed those requested may not be financed in full.



#### TERMS AND CONDITIONS

To comply with the IEPA SRF requirements for Engineering and Professional Services financed by the Loan, the Agreement Terms and Conditions shall be modified to include the following clauses:

# Certification Regarding Debarment, Suspension, and Other Responsibility Matters (compliance with Executive Order 12549):

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 2. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public: (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default. I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

#### **Audit and Access to Records Clause:**

- Books, records, documents and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
- 2. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.



- 3. All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
- 4. The final audit report shall include the written comments, if any, of the audited parties.
- 5. Records shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 365.650 or Section 662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

# **Covenant Against Contingent Fees:**

The Engineer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **USEPA** nondiscrimination clause:

The Engineer shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Engineer to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

# **USEPA** fair share percentage clause:

The Engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the PWS Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the engineer acknowledges that the fair share percentages are 5% for MBEs & 12% for WBEs.



#### **GENERAL CONSIDERATIONS**

If this proposal is satisfactory, please sign and date this document and the attached Terms and Conditions Professional Services and return one signed conv of each to us to effect an

Conditions I folessional Services and return one signed copy of each to us to effect an
Agreement. The attached Terms and Conditions Professional Services are incorporated in and
made a part of the Agreement. Should you have any questions or require additional information
please feel free to contact me at peclifford@burnsmcd.com or (872) 999-8637.
Sincerely,
Burns & McDonnell

Patrick Clifford, P.E.

Regional Global Practice Manager Water

Accepted for the Village of Homewood, Illinois

# (Signature) (Title)

(Date)



#### TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Project: Professional Services during Construction for Lead Service Line Replacement (LSLR) FY26 (EPA Loan Project Number: L177418)	Date of Letter, Proposal, or Agreement: October 1, 2025
Client: Village of Homewood	Client Signature:

#### 1. SCOPE OF SERVICES

For the above-referenced Project, Burns & McDonnell Engineering Company, Inc. (BMcD) will perform the services set forth in the above-referenced Letter, Proposal, or Agreement, in accordance with these Terms and Conditions. BMcD has relied upon the information provided by Client in the preparation of the Proposal, and shall rely on the information provided by or through Client during the execution of this Project as complete and accurate without independent verification.

#### 2. PAYMENTS TO BMCD

A. Compensation will be as stated in the above-referenced Letter, Proposal, or Agreement. Statements will be in BMcD's standard format and are payable upon receipt. Time is of the essence in payment of statements, and timely payment is a material part of the consideration of this Agreement. A late payment charge will be added to all amounts not paid within 30 days of statement date and shall be calculated at 1.5 percent per month from statement date. Client shall reimburse any costs incurred by BMcD in collecting any delinquent amount, including reasonable attorney's fees. If a portion of BMcD's statement is disputed, Client shall pay the undisputed portion by the due date. Client shall advise BMcD in writing of the basis for any disputed portion of any statement.

B. Taxes as may be imposed on professional consulting services by state or local authorities shall be in addition to the payment stated in the above-referenced Letter, Proposal, or Agreement.

#### 3. INSURANCE

A. During the course of performance of its services, BMcD will maintain Worker's Compensation insurance with limits as required by statute, Employer's Liability insurance with limits of \$1,000,000, Commercial General Liability with limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate, and Automobile Liability insurance with combined single limit of \$1,000,000 per accident.

- B. If the Project involves on-site construction, construction contractors shall be required to provide (or Client may provide) Owner's Protective Liability Insurance naming Client as a Named Insured and BMcD as an Additional Insured or to endorse Client and BMcD using ISO forms CG 20 10 0704 & CG 20 37 0704 endorsements or their equivalents as Additional Insureds on all construction contractor's liability insurance policies covering claims for personal injuries and property damage in at least the amounts required of BMcD in 3A above. Construction contractors shall be required to provide certificates evidencing such insurance to Client and BMcD. Contractor's compensation shall include the cost of such insurance including coverage for contractual and indemnification obligations herein.
- C. Client and BMcD release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance and self-insurance during and after the completion of BMcD's services. A provision similar to this shall be incorporated into all construction contracts entered into by Client, and all construction contractors shall be required to provide additional insured coverage and waivers of subrogation in favor of Client and BMcD for damage covered by any construction contractor's policies of insurance.

#### 4. INDEMNIFICATION

A. To the extent allowed by law, Client will require all construction contractors to indemnify, defend, and hold harmless Client and BMcD from any and all loss where loss is caused or alleged to be caused in whole or in part by the construction contractors, their employees, agents, subcontractors or suppliers.

- B. If this Project involves construction and BMcD does not provide consulting services during construction including, but not limited to, onsite monitoring, site visits, site observation, shop drawing review, and/or design clarifications, Client agrees to indemnify and hold harmless BMcD from any liability arising from this Project or Agreement, except to the extent caused by BMcD's negligence.
- C. OWNER agrees to indemnify ENGINEER for damages, costs and expenses (including reasonable attorney's fees) but only to the extent caused by the negligent acts, errors or omissions of OWNER, its officers, directors, shareholders, Contractors, employees, agents, and consultants, and any of them.

#### 5. PROFESSIONAL RESPONSIBILITY-LIMITATION OF REMEDIES

- A. BMcD will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional practices. If BMcD fails to meet the foregoing standard, BMcD will perform at its own cost, the professional services necessary to correct errors and omissions reported to BMcD in writing within one year from the completion of BMcD's services for the Project. No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service.
- B. In no event will BMcD be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of Client, and/or governmental fines or penalties.
- C. BMcD's aggregate liability for all damages connected with its services for the Project not excluded by the preceding subparagraph, whether or not covered by BMcD's insurance, will not exceed \$100,000.
- D. These mutually negotiated obligations and remedies stated in this Paragraph 5, Professional Responsibility Limitation of Remedies, are the sole and exclusive obligations of BMcD and remedies of Client, whether liability of BMcD is based on contract, warranty, strict liability, tort (including negligence), indemnity, or otherwise.

# 6. PERIOD OF SERVICE AND SCHEDULE

The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the Proposal. BMcD's obligation to render services hereunder will extend for a period that may reasonably be required for the completion of said services. BMcD shall make reasonable efforts to comply with deliverable schedules (if any) and consistent with BMcD's professional responsibility.

# 7. COMPUTER PROGRAMS OR MODELS

Any use, development, modification, or integration by BMcD of computer models or programs does not constitute ownership or a license to Client to use or modify such computer models or programs.

#### 8. ELECTRONIC MEDIA AND DATA TRANSMISSIONS

- A. Any electronic media (computer disks, tapes, etc.) or data transmissions furnished (including Project Web Sites or CAD file transmissions) are for Client information and convenience only. Such media or transmissions are not to be considered part of BMcD's instruments of service. BMcD, at its option, may remove all indicia of its ownership and involvement from each electronic display.
- B. BMcD shall not be liable for loss or damage directly or indirectly, arising out of Client's use of electronic media or data transmissions.

#### 9. DOCUMENTS

AE-4 CHI T&C Rev 1 12/15/202 73

A. All documents prepared by BMcD pursuant to this Agreement are instruments of service in respect of the Project specified herein. They are not intended or represented to be suitable for reuse by Client or others in extensions of the Project beyond that now contemplated or on any other Project. Any reuse, extension, or completion by Client or others without written verification, adaptation, and permission by BMcD for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to BMcD.

B. In the event that BMcD is to reuse, copy or adapt all or portions of reports, plans, or specifications prepared by others, Client represents that Client either possesses or will obtain permission and necessary rights in copyright, patents, or other proprietary rights and will be responsible for any infringement claims by others. Client warrants the completeness, accuracy, and efficacy of the information, data, and design provided by or through Client (including prepared for Client by others), for which BMcD shall rely on to perform and complete its services.

#### 10. ESTIMATES, SCHEDULES, FORECASTS, AND PROJECTIONS

Estimates, schedules, forecasts, and projections prepared by BMcD relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on BMcD's experience, qualifications, and judgment as a professional. Since BMcD has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, BMcD does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by BMcD.

#### 11. POLLUTION

In view of the uncertainty involved in investigating and recommending solutions to environmental problems and the abnormal degree of risk of claims imposed upon BMcD in performing such services, notwithstanding the responsibility of BMcD set forth in Paragraph 5A to the maximum extent allowed by law, Client agrees to release, defend, indemnify and hold harmless BMcD and its officers, directors, employees, agents, consultants and subcontractors from all liability, claims, demands, damages, losses, and expenses including, but not limited to, claims of Client and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs, except where there has been a final adjudication that the damages were caused by BMcD's willful disregard of its obligations under this Agreement. Such indemnification includes claims arising out of, or in any way relating to, the actual, alleged, or threatened dispersal, escape, or release of, or failure to detect or contain, chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant.

#### 12. ON-SITE SERVICES

A. Project site visits by BMcD during investigation, observation, construction or equipment installation, or the furnishing of Project representatives shall not make BMcD responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractor(s') failure to perform its work in accordance with the contract documents.

B. Client shall disclose to BMcD the location and types of any known or suspected toxic, hazardous, or chemical materials or wastes existing on or near the premises upon which work is to be performed by BMcD's employees or subcontractors. If any hazardous wastes not identified by Client are discovered after a Project is undertaken, Client and BMcD agree that the scope of services, schedule, and compensation may be adjusted accordingly. Client agrees to release BMcD from all damages related to any pre-existing pollutant, contaminant, toxic, or hazardous substance at the site.

## 13. CHANGES

Client shall have the right to make changes within the general scope of BMcD's services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or

change order signed by authorized representatives of C BMcD.

Item 9. C.

#### 14. TERMINATION

Services may be terminated by Client or BMcD by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, Client shall pay BMcD all amounts due BMcD for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by BMcD in terminating the services. In addition, Client may terminate the services for Client's convenience upon payment of twenty percent of the yet unearned and unpaid estimated, lump sum, or not-to-exceed fee, as applicable.

#### 15. DISPUTES, NEGOTIATIONS, MEDIATION

A. If a dispute arises relating to the performance of the services to be provided and, should that dispute result in litigation, it is agreed that the substantially prevailing party (as determined in equity by the court) shall be entitled to recover all reasonable costs of litigation, including staff time, court costs, attorney's fees and other related expenses.

- B. The parties shall participate in good faith negotiations to resolve any and all disputes. Should negotiations fail, the parties agree to submit to and participate in a third party-facilitated mediation as a condition precedent to resolution by litigation. Unless otherwise agreed to, mediation shall be conducted under the rules of the American Arbitration Association.
- C. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run the date BMcD's services are substantially complete.

#### 16. WITNESS FEES

A. BMcD's employees shall not be retained as expert witnesses, except by separate written agreement.

B. Client agrees to pay BMcD pursuant to BMcD's then current schedule of hourly labor billing rates for time spent by any employee of BMcD responding to any subpoena by any party in any dispute as an occurrence witness or to assemble and produce documents resulting from BMcD's services under this Agreement.

#### 17. CONTROLLING LAW

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Illinois, without regard to any conflicts of law provisions. Parties agree to submit to the exclusive venue and jurisdiction of the 18th Judicial Circuit Court, County of DuPage, Wheaton, Illinois, or the United States District Court, Northern District of Illinois.

#### 18. RIGHTS AND BENEFITS - NO ASSIGNMENT

BMcD's services will be performed solely for the benefit of Client and not for the benefit of any other persons or entities. Neither Client nor BMcD shall assign or transfer interest in this Agreement without the written consent of the other.

#### 19. ENTIRE CONTRACT

These Terms and Conditions and the above-referenced Letter, Proposal, or Agreement contain the entire agreement between BMcD and Client relative to BMcD's services for the Project herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to BMcD's services for the Project are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event Client issues to BMcD a purchase order, no preprinted terms thereon shall become part of this Agreement. Said purchase order documents, whether or not signed by BMcD, shall be considered only as an internal document of Client to facilitate administrative requirements of Client's operations.

# 20. SEVERABILITY

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and affect.

- END -

AE-4 CHI T&C Rev 1 12/15/202 74



#### **BOARD AGENDA MEMORANDUM**

DATE OF MEETING: October 28, 2025

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Amy Zukowski, Finance Director

**Topic:** Contract Amendment with Burns & McDonnell – Proposal for Professional Engineering Services for Development of Lead Service Line Replacement Plan and IEPA State Revolving Fund Loan Application

# **PURPOSE**

On March 12, 2024, the Village Board approved a professional services agreement with Burns & McDonnell of Chicago, IL for the development of the Lead Service Line Replacement (LSLR) Plan and the preparation of a State Revolving Fund (SRF) loan application. With Burns & McDonnell's assistance, the Village submitted an SRF loan application, which provides access to low-interest and forgivable loans to help communities fund critical water and sewer infrastructure projects. This partnership enabled the Village to secure essential funding to begin replacing lead service lines this year.

Professional services under this agreement are eligible for retroactive reimbursement through the SRF. In order for these costs to be eligible for the reimbursement, the original contract's terms and conditions require an amendment.

#### **PROCESS**

Through the Village's agreement with Burns & McDonnell, the LSLR Plan was submitted to the Illinois Environmental Protection Agency (IEPA) in April 2024. The Village also submitted an SRF loan application, which provides access to low-interest and forgivable loans to help communities fund critical water and sewer infrastructure projects.

The IEPA's 2026 *Intended Use Plan* (IUP) has reserved the full amount requested, \$4,137,498, for the Village's LSLR project. The loan will be repaid to the State of Illinois over a 30 or 40-year term at 0% interest, and it includes \$2,465,000 in principal forgiveness. This funding has been secured to Homewood through the SRF.

Professional services under the engineering contract approved on March 12, 2024, in the amount of \$66,983, are eligible for retroactive reimbursement through the SRF. In order to be eligible for the reimbursement, a revision to the original contract's Terms and Conditions require an amendment.



The IEPA SRF program requires the clauses included in the No Cost Amendment to be included in consultants' contracts to reimburse the Village for those services as a part of the loan.

- Clause 1 Certification Regarding Debarment, Suspension, and Other Responsibility Matters (compliance with Executive Order 12549)
- Clause 2 Audit and Access to Records Clause
- Clause 3 Covenant Against Contingent Fees
- Clause 4 USEPA nondiscrimination clause
- Clause 5 USEPA fair share percentage clause

Burns & McDonnell's standard contract terms and conditions, used on the original contract, did not include the clauses included in the No Cost Amendment, as this funding was not guaranteed at the beginning of the project. The Burns & McDonnell team offered to revise their standard contract Terms and Conditions on the project to make the contract value eligible for reimbursement by the IEPA SRF Loan.

#### **OUTCOME**

Approval of the amendment to the Terms and Conditions of the contract previously approved on March 12, 2024 will make the contract value eligible for reimbursement by the IEPA SRF Loan.

#### FINANCIAL IMPACT

Funding Source: N/ABudgeted Amount: N/A

Cost: N/A

#### **LEGAL REVIEW**

Not required

# **RECOMMENDED BOARD ACTION**

Approve a \$0 contract amendment with Burns & McDonnell of Chicago, IL to update the terms and conditions of the professional engineering services agreement approved on March 12, 2024, in order make the contract value eligible for reimbursement through the Illinois Environmental Protection Agency State Revolving Fund Loan.

# ATTACHMENT(S)

Amendment - Burns & McDonnell Engineering Services Proposal



# AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ENGINEER-OWNER AGREEMENT (Doc. No. AE-6)

**AMENDMENT No. 1** 

Date: October 14, 2025

THIS AMENDMENT modifies the Agreement dated 3/08/24 made by and between Burns & McDonnell Engineering Company, Inc., (hereinafter called ENGINEER), and Village of Homewood, Illinois (hereinafter called OWNER) for the following Project: Development of Lead Service Line Replacement Plan and IEPA SRF Loan Application. For good and valuable consideration, the sufficiency of which is acknowledged, the parties agree to make the following changes to their Agreement.

- 1. The parties agree that the ENGINEER's Scope of Services is amended as follows: See Exhibit A
- 2. The following adjustments are made to the ENGINEER's compensation: \$0.00, see Exhibit A for more detail.
- The time for completion of ENGINEER's Services is adjusted as follows:
- 4. Other changes to the Agreement, if any, are stated below: See Exhibit A for more detail.
- 5. The terms of this AMENDMENT supersede any contrary terms of the Agreement. This AMENDMENT will be deemed a part of, and be subject to, all other terms and conditions of the Agreement. Except as modified above, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT the day and year first written above.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED BY THE PARTIES.

OWNER: Village of Homewood	ENGINEER: Burns & McDonnell Engineering Company, Inc.
Ву:	Ву:
Name:	Name: PATRICK CLIFFORD
Title:	Title: GLOBAL PROCTICE MAMILER



# EXHIBIT A – SCOPE OF WORK AMENDMENT 1

Date: October 14, 2025

 The parties agree that the Development of Lead Service Line Replacement Plan and IEPA SRF Loan is amended as follows:

#### a. PROJECT

OWNER requests ENGINEER to provide Services set out in this scope.

#### b. AGREEMENT

Add the following Clauses to the Exhibit B Scope of Work:

# Certification Regarding Debarment, Suspension, and Other Responsibility Matters (compliance with Executive Order 12549):

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 2. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public: (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default. I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

#### Audit and Access to Records Clause:

- Books, records, documents and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
- 2. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
- All information and reports resulting from access to records pursuant to the above shall be
  disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an
  audit exit conference and an opportunity to comment on the pertinent portions of the draft
  audit report.
- 4. The final audit report shall include the written comments, if any, of the audited parties.
- 5. Records shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 365.650 or Section 662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made

available for three years after the resolution of the appeal, litigation, claim or exception.

#### **Covenant Against Contingent Fees:**

The Engineer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **USEPA** nondiscrimination clause:

The Engineer shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Engineer to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

#### **USEPA** fair share percentage clause:

The Engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the PWS Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the engineer acknowledges that the fair share percentages are 5% for MBEs & 12% for WBEs.

#### c. SCOPE OF SERVICES

Add the following Tasks. to the Exhibit B Scope of Work: Page 5:

None.



#### **EXHIBIT B - ORIGINAL SCOPE OF WORK**

March 8, 2024

John Schaefer Director of Public Works Village of Homewood 2020 Chestnut Road Homewood, Illinois 60430

Re: Proposal for Development of Lead Service Line Replacement Plan and IEPA SRF Loan Application

Dear Mr. Schaefer:

Burns & McDonnell (BMcD) is pleased to provide this proposal for Engineering Services to assist the Village of Homewood (Village) in developing a Lead Service Line Replacement (LSLR) Plan in accordance with the United States Environmental Protection Agency (USEPA) and Illinois Environmental Protection Agency (IEPA) requirements.

#### PROJECT UNDERSTANDING

Both the USEPA and IEPA are requiring all municipalities in the state of Illinois to create an inventory of any existing lead service lines within their distribution system and develop a plan to replace them. It is our understanding that the Village has already submitted their initial lead service line inventory to the IEPA. The next steps include submitting a fully developed LSLR Plan to the IEPA to meet both IEPA and USEPA requirements. The LSLR plans will require the components listed below and be submitted to the IEPA by April 15, 2024.

LSLR Plan Component		
Lead Service Line Inventory		
Strategy for Determining Materials		
Procedures for Full Replacement		
Replacement Schedule		
Customer Notification		
Public Outreach Strategy		
Prioritization Strategy		
Funding Strategy		
Flushing Procedure		
Diversity Measures		

In addition, the Village is looking for assistance in applying for an IEPA State Revolving Fund (SRF) loan to assist in funding their lead service line replacement program.



# Task 1: LSLR Plan

This task involves the creation and compilation of documentation required for the USEPA Replacement Plan. BMcD will submit a draft version of the Plan to the Village for review prior to submission. It is assumed that no comments will be received from the IEPA. Monitoring requirements and future reporting efforts can be provided by BMcD but are not included in this scope.

# **Lead Service Line Inventory:**

It is our understanding that the Village has almost completed the documenting of their service line inventory. The Village has currently documented approximately 3,800 LSLs with an additional 800 services still to be confirmed. It is assumed that the Village will complete the required investigations to categorize the service lines within the Village and document the findings in the existing database. Using the Village database, BMcD will export this information into GIS and format for submission. This task does not include assisting the Village in setting up and maintaining a public ArcGIS Online (AGOL) database of the progress of their lead service line replacement program. If needed, that will be a separate task.

# Strategy for Determining Materials:

Per the USEPA requirements, all service lines within a system must be categorized as lead, galvanized requiring replacement, non-lead, or lead status unknown. The Village already has a strategy and method in place for determining service materials. BMcD will work with the Village to confirm the methodology and approach used for material determination and describe the strategy in the Replacement Plan.

# Procedures for Full Replacement:

Based on input from the Village, BMcD will develop a standard procedure for lead service line replacement, which is assumed to include trenchless methods of construction. The procedure will cover acceptable installation methods, restoration guidelines, and other various elements that could arise during lead service line replacement. The replacement procedures will include a description of the proposed service line material (copper), as well as justification for meeting the Illinois Department of Public Health (IDPH) variance for meeting IEPA water/sewer separation requirements. Based on input from the IDPH, encasement of copper service lines is not required to meet water/sewer separation requirements, as long as the following conditions are met:

- 1. The new water service line material is copper.
- 2. Trenchless construction methods are used to install the new copper service line.
- 3. There are no known leaks, cracks, or damage to the existing sewer lateral.
- 4. The new water service cannot be located closer to the existing sewer lateral than existing conditions.



# Replacement Schedule

Based on the number of lead service lines the Village has discovered thus far, the current regulation requires the Village to replace lead service lines at an annual rate of no less than 6% of the total lead service lines, with a timeline of up to 17 years for completion. However, in the event that the proposed Lead and Copper Rule Improvements (LCRI) is approved by the USEPA, then all lead service lines would need to be replaced in 10 years based on a 3-year rolling average replacement rate of 10%. BMcD will include both scenarios in the proposed replacement schedule.

# **Customer Notification**

The IEPA requires a strategy for informing customers before lead service line replacement takes place. Based on input from the Village, BMcD will document the Village's public outreach and customer notification strategy. If additional customer notification documents are required per the IEPA, BMcD will assist in creating the necessary documents for the Village to post to their Lead Service Program website. At a minimum, this will include the following IDPH documents:

- 1. Notification of Partial Lead Service Line Replacement
- 2. Failure By Property Owner to Respond of Sign Waiver for Planned Replacement
- 3. Notification of Dangers Preventing Complete Lead Service Line Replacement
- 4. Waiver of Complete Lead Service Line Replacement

BMcD will also lead a single workshop to develop a strategy for performing work on private property.

#### Public Outreach Strategy

The IEPA requires the Village to inform the public of the replacement plan and provide opportunity for public comment. Based on input from the Village, BMcD will document the Village's public outreach strategy. If additional customer notification documents are required per the IEPA, BMcD will assist in reviewing the necessary documents for the Village to post to their Lead Service Program website. Included in the public outreach strategy will be a review of existing messaging on the Village's webpage and recommendations for revisions of content. BMcD can assist with organizing and facilitating a public meeting and/or developing a webpage for the Village, but that effort is not included in this task.

#### Prioritization Strategy:

BMcD will work with the Village to develop a strategy for prioritizing high-risk facilities for replacement. It is assumed that the Village will provide input on areas and facilities that could be considered "high-risk" in addition to those listed by IEPA, including schools, day cares, parks, playgrounds, hospitals, etc. Included in the prioritization strategy will be maps of the areas where lead service lines are expected to be found and sequencing for how those areas LSLR will be



conducted in those areas. If desired, the prioritization can also be based on census tract and/or income demographics. It should be noted that census tract information will also be required for the IEPA LSL Funding Nomination Form that is required as part of the SRF loan application process.

# Funding Strategy:

BMcD will work with the Village to develop a summary of costs and financing options for replacing the Village's lead service lines, measures that could be implemented to address affordability and prevent service shut-offs for customers, and considerations of different scenarios for structuring payments between the utility and its customers over time. This will include an evaluation of spreading the replacement across the entire distribution system, charging individual households, adjusted costs for low/moderate income households, etc. This does not include rate study. If needed, that will be a separate task.

# Flushing Procedure:

BMcD will develop a standard procedure for customers to flush service lines and premise plumbing of particulate lead using USEPA and IEPA recommendations and best practices. Special attention will be given to AWWA C-810 – Replacement and Flushing of Lead Service Lines.

# **Diversity Measures**

BMcD will work with the Village to identify and document measures that could be incorporated to encourage diversity in hiring in the workforce required to implement the replacement plan. Any current diversity measures the Village has in place will be considered. At this time, our understanding is that only standard Equal Employment Opportunity requirements, in accordance with Federal and State laws and regulations, are included in Village requirements.

#### Other

As a result of the SRF loan that will be used to help fund the project, the lead service replacement plan will also include a summary of Federal Build America, Buy America Act (BABA) requirements, as well as the Illinois Works Jobs Program Act Apprenticeship Initiative requirements. Given that work will be performed on private property, temporary construction easement agreements and the requirement for licensed plumbers will need to be addressed.

# Meetings and Deliverables:

- One (1) in-person kickoff meeting with the Village to discuss project scope and schedule
- One (1) virtual meeting to discuss the draft lead service line replacement plan
- One (1) in-person private property workshop meeting



- One (1) Draft Lead Services Line Replacement Plan delivered electronically in .pdf format
- One (1) Final Lead Services Line Replacement Plan delivered electronically in .pdf format

# Task 2: IEPA Project Plan and SRF Loan Application

In order to help fund the Village's lead service replacement plan, BMcD will assist the Village in applying for an IEPA SRF loan. The first step is to submit a Project Plan, which generally consists of the following items:

- 1. Existing System Summary
- 2. Proposed Project Summary
  - a. Regulatory Requirements and Project Benefits
  - b. Basis of Design
  - c. Cost Analysis
  - d. Exhibits
  - e. Schedule
- 3. Financial Summary
  - a. Estimated Loan Terms
  - b. Financial Arrangements, including annual debt service and Operations, Maintenance, and Replacement (O, M, & R coverage)
  - c. Proposed rate changes and analysis of average monthly residential bill
- 4. Sustainability Analysis
  - a. Environmental Impact Analysis
  - b. Summary of "Green" Components
- 5. Lead Service Line Funding Nomination Form (FNF), due annually on March 31st.

Once the Project Plan has been approved by the IEPA, the next step is to prepare and submit the Environmental Review Checklist and the Categorical Exclusion comments from the public to attain the Unconditional Approval of the Project Plan. When the project is included on the IEPA's Intended Funding List in June, then the next step is to submit the SRF Loan application, which generally consists of the following items:

- 1. Applicant Information
- 2. Front end bidding documents<sup>1</sup>
- 3. Project Information

<sup>1</sup> Note that "shovel ready" bidding documents are encouraged, but not required.



- 4. Contact Information
- 5. Project Schedule
- 6. Estimated Project Costs and Requested Financing
- 7. Loan Repayment Period and Pledged Revenues
- 8. System Information
- 9. Current and Future Debt, including approved ordinance
- 10. Legal Opinion from the Village's legal counsel
- 11. Property and Sales Tax Information
- 12. Financial Projections

Funding can be applied for now without the LSL replacement plan. However, the LSL inventory must be on-file with the IEPA, and the loan amount cannot exceed the number of LSLs in the inventory. However, the IEPA has already confirmed that there is not sufficient time for the Village to obtain funding for the IEPA 2025 FY (July 1, 2024 to June 30, 2025). We recommend that the Project Plan and Funding Nomination Form be submitted not later than July 26, 2024 in order to receive funding for the 2026 FY (July 1, 2025 to June 20, 2026) with the goal of attaining Loan Approval by September 2025.

#### Meetings and Deliverables:

- One (1) Draft Project Plan delivered electronically in .pdf format
- One (1) Final Project Plan delivered electronically in .pdf format for the Village to Submit to IEPA
- One (1) Funding Nomination Form delivered electronically in .pdf format for the Village to Submit to IEPA
- One (1) Environmental Review Checklist electronically in .pdf format for the Village to Submit to IEPA
- One (1) SRF Loan Application Package in .pdf format for the Village to Submit to IEPA

# Task 3: Project Management and Coordination

This task includes project management, coordination with the Village, and internal coordination with Burns & McDonnell staff for Tasks 1 and 2.

# **PROJECT EXCLUSIONS**

- 1. Topographic survey
- 2. Permitting
- 3. Specialty, site-specific lead service line replacement design (e.g. for residences located on IDOT and/or County streets)
- 4. Private property inspections



- 5. Private property coordination
- 6. Temporary construction easements or easement coordination
- 7. LSL general contracting services and construction
- 8. Bidding and construction engineering services
- 9. Developing and maintaining a website
- 10. Rate study
- 11. Community engagement meetings
- 12. Attendance, presentations, and memos related to Board meetings
- 13. Engineering plans, specifications, and details

#### **SCHEDULE**

IEPA LSL Replacement (Plan Draft) – April 8, 2024 (Village comments to be received back by close of business on April 10, 2024)

IEPA LSL Replacement Plan Final – April 15, 2024 (to be submitted to the IEPA by the Village not later than April 15, 2024)

IEPA Project (Draft) – June 28, 2024\*

IEPA Project Plan (Final) – July 26, 2024\*

IEPA SRF Loan Application (Draft and Final) – TBD (contingent upon IEPA plan approval) \*If desired, these submittals can be expedited and submitted earlier.

#### **COMPENSATION**

Burns & McDonnell proposes to perform Tasks 1 through 3 on a lump sum basis of \$66,983. See summary table below.

Task Description	Task Total	
Task 1 - LSLR Plan	\$	35,550
Task 2 - IEPA Project Plan and SRF Loan Application	\$	23,440
Task 3 - Project Management and Coordination		7,993
Scope Total	\$	66,983



# **GENERAL CONSIDERATIONS**

If this proposal is satisfactory, please sign and date this document and the attached Terms and Conditions Professional Services and return one signed copy of each to us to effect an Agreement. The attached Terms and Conditions Professional Services are incorporated in and made a part of the Agreement. Should you have any questions or require additional information, please feel free to contact me at screde@burnsmcd.com or (630) 710-8667.

Sincerely, Burns & McDonnell

Stephen T. Crede

Department Manager

Accepted for the Village of Homewood, Illinois



#### TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Project:
Development of Lead Service Line Replacement Plan and IEPA SRF Loan Application
Client:
Village of Homewood, IL

Date of Letter, Proposal, or Agreement:
March 8, 2024

Client Signature:

#### 1. SCOPE OF SERVICES

For the above-referenced Project, Burns & McDonnell Engineering Company, Inc. (BMcD) will perform the services set forth in the above-referenced Letter, Proposal, or Agreement, in accordance with these Terms and Conditions. BMcD has relied upon the information provided by Client in the preparation of the Proposal, and shall rely on the information provided by or through Client during the execution of this Project as complete and accurate without independent verification.

#### 2. PAYMENTS TO BMCD

A. Compensation will be as stated in the above-referenced Letter, Proposal, or Agreement. Statements will be in BMcD's standard format and are payable upon receipt. Time is of the essence in payment of statements, and timely payment is a material part of the consideration of this Agreement. A late payment charge will be added to all amounts not paid within 30 days of statement date and shall be calculated at 1.5 percent per month from statement date. Client shall reimburse any costs incurred by BMcD in collecting any delinquent amount, including reasonable attorney's fees. If a portion of BMcD's statement is disputed, Client shall pay the undisputed portion by the due date. Client shall advise BMcD in writing of the basis for any disputed portion of any statement.

B. Taxes as may be imposed on professional consulting services by state or local authorities shall be in addition to the payment stated in the above-referenced Letter, Proposal, or Agreement.

#### 3. INSURANCE

A. During the course of performance of its services, BMcD will maintain Worker's Compensation insurance with limits as required by statute, Employer's Liability insurance with limits of \$1,000,000, Commercial General Liability with limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate, and Automobile Liability insurance with combined single limit of \$1,000,000 per accident.

B. If the Project involves on-site construction, construction contractors shall be required to provide (or Client may provide) Owner's Protective Liability Insurance naming Client as a Named Insured and BMcD as an Additional Insured or to endorse Client and BMcD using ISO forms CG 20 10 0704 & CG 20 37 0704 endorsements or their equivalents as Additional Insureds on all construction contractor's liability insurance policies covering claims for personal injuries and property damage in at least the amounts required of BMcD in 3A above. Construction contractors shall be required to provide certificates evidencing such insurance to Client and BMcD. Contractor's compensation shall include the cost of such insurance including coverage for contractual and indemnification obligations herein.

C. Client and BMcD release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance and self-insurance during and after the completion of BMcD's services. A provision similar to this shall be incorporated into all construction contracts entered into by Client, and all construction contractors shall be required to provide additional insured coverage and waivers of subrogation in favor of Client and BMcD for damage covered by any construction contractor's policies of insurance.

#### 4. INDEMNIFICATION

A. To the extent allowed by law, Client will require all construction contractors to indemnify, defend, and hold harmless Client and BMcD from any and all loss where loss is caused or alleged to be caused in whole or in part by the construction contractors, their employees, agents, subcontractors or suppliers.

B. If this Project involves construction and BMcD does not provide consulting services during construction including, but not limited to, onsite monitoring, site visits, site observation, shop drawing review, and/or design clarifications, Client agrees to indemnify and hold harmless BMcD from any liability arising from this Project or Agreement, except to the extent caused by BMcD's negligence.

C. OWNER agrees to indemnify ENGINEER for damages, costs and expenses (including reasonable attorney's fees) but only to the extent caused by the negligent acts, errors or omissions of OWNER, its officers, directors, shareholders, Contractors, employees, agents, and consultants, and any of them.

#### 5. PROFESSIONAL RESPONSIBILITY-LIMITATION OF REMEDIES

A. BMcD will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional practices. If BMcD fails to meet the foregoing standard, BMcD will perform at its own cost, the professional services necessary to correct errors and omissions reported to BMcD in writing within one year from the completion of BMcD's services for the Project. No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service.

- B. In no event will BMcD be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of Client, and/or governmental fines or penalties.
- C. BMcD's aggregate liability for all damages connected with its services for the Project not excluded by the preceding subparagraph, whether or not covered by BMcD's insurance, will not exceed \$100,000.
- D. These mutually negotiated obligations and remedies stated in this Paragraph 5, Professional Responsibility Limitation of Remedies, are the sole and exclusive obligations of BMcD and remedies of Client, whether liability of BMcD is based on contract, warranty, strict liability, tort (including negligence), indemnity, or otherwise.

#### 6. PERIOD OF SERVICE AND SCHEDULE

The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the Proposal. BMcD's obligation to render services hereunder will extend for a period that may reasonably be required for the completion of said services. BMcD shall make reasonable efforts to comply with deliverable schedules (if any) and consistent with BMcD's professional responsibility.

#### 7. COMPUTER PROGRAMS OR MODELS

Any use, development, modification, or integration by BMcD of computer models or programs does not constitute ownership or a license to Client to use or modify such computer models or programs.

#### 8. ELECTRONIC MEDIA AND DATA TRANSMISSIONS

A. Any electronic media (computer disks, tapes, etc.) or data transmissions furnished (including Project Web Sites or CAD file transmissions) are for Client information and convenience only. Such media or transmissions are not to be considered part of BMcD's instruments of service. BMcD, at its option, may remove all indicia of its ownership and involvement from each electronic display.

B. BMcD shall not be liable for loss or damage directly or indirectly, arising out of Client's use of electronic media or data transmissions.

AE-4 CHI T&C Rev 1 12/15/20 88

#### 9. DOCUMENTS

A. All documents prepared by BMcD pursuant to this Agreement are instruments of service in respect of the Project specified herein. They are not intended or represented to be suitable for reuse by Client or others in extensions of the Project beyond that now contemplated or on any other Project. Any reuse, extension, or completion by Client or others without written verification, adaptation, and permission by BMcD for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to BMcD.

B. In the event that BMcD is to reuse, copy or adapt all or portions of reports, plans, or specifications prepared by others, Client represents that Client either possesses or will obtain permission and necessary rights in copyright, patents, or other proprietary rights and will be responsible for any infringement claims by others. Client warrants the completeness, accuracy, and efficacy of the information, data, and design provided by or through Client (including prepared for Client by others), for which BMcD shall rely on to perform and complete its services.

#### 10. ESTIMATES, SCHEDULES, FORECASTS, AND PROJECTIONS

Estimates, schedules, forecasts, and projections prepared by BMcD relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on BMcD's experience, qualifications, and judgment as a professional. Since BMcD has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, BMcD does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by BMcD.

#### 11. POLLUTION

In view of the uncertainty involved in investigating and recommending solutions to environmental problems and the abnormal degree of risk of claims imposed upon BMcD in performing such services, notwithstanding the responsibility of BMcD set forth in Paragraph 5A to the maximum extent allowed by law, Client agrees to release, defend, indemnify and hold harmless BMcD and its officers, directors, employees, agents, consultants and subcontractors from all liability, claims, demands, damages, losses, and expenses including, but not limited to, claims of Client and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs, except where there has been a final adjudication that the damages were caused by BMcD's willful disregard of its obligations under this Agreement. Such indemnification includes claims arising out of, or in any way relating to, the actual, alleged, or threatened dispersal, escape, or release of, or failure to detect or contain. chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant.

#### 12. ON-SITE SERVICES

A. Project site visits by BMcD during investigation, observation, construction or equipment installation, or the furnishing of Project representatives shall not make BMcD responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractor(s') failure to perform its work in accordance with the contract documents.

B. Client shall disclose to BMcD the location and types of any known or suspected toxic, hazardous, or chemical materials or wastes existing on or near the premises upon which work is to be performed by BMcD's employees or subcontractors. If any hazardous wastes not identified by Client are discovered after a Project is undertaken, Client and BMcD agree that the scope of services, schedule, and compensation may be adjusted accordingly. Client agrees to release BMcD from all damages related to any pre-existing pollutant, contaminant, toxic, or hazardous substance at the site.

#### 13. CHANGES

Client shall have the right to make changes within the general scope of BMcD's services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or

change order signed by authorized representatives of BMcD.

Item 9. D.

#### 14. TERMINATION

Services may be terminated by Client or BMcD by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, Client shall pay BMcD all amounts due BMcD for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by BMcD in terminating the services. In addition, Client may terminate the services for Client's convenience upon payment of twenty percent of the yet unearned and unpaid estimated, lump sum, or not-to-exceed fee, as applicable.

#### 15. DISPUTES, NEGOTIATIONS, MEDIATION

A. If a dispute arises relating to the performance of the services to be provided and, should that dispute result in litigation, it is agreed that the substantially prevailing party (as determined in equity by the court) shall be entitled to recover all reasonable costs of litigation, including staff time, court costs, attorney's fees and other related expenses.

- B. The parties shall participate in good faith negotiations to resolve any and all disputes. Should negotiations fail, the parties agree to submit to and participate in a third party-facilitated mediation as a condition precedent to resolution by litigation. Unless otherwise agreed to, mediation shall be conducted under the rules of the American Arbitration Association.
- C. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run the date BMcD's services are substantially complete.

#### 16. WITNESS FEES

A. BMcD's employees shall not be retained as expert witnesses, except by separate written agreement.

B. Client agrees to pay BMcD pursuant to BMcD's then current schedule of hourly labor billing rates for time spent by any employee of BMcD responding to any subpoena by any party in any dispute as an occurrence witness or to assemble and produce documents resulting from BMcD's services under this Agreement.

#### 17. CONTROLLING LAW

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Illinois, without regard to any conflicts of law provisions. Parties agree to submit to the exclusive venue and jurisdiction of the 18th Judicial Circuit Court, County of DuPage, Wheaton, Illinois, or the United States District Court, Northern District of Illinois.

#### 18. RIGHTS AND BENEFITS - NO ASSIGNMENT

BMcD's services will be performed solely for the benefit of Client and not for the benefit of any other persons or entities. Neither Client nor BMcD shall assign or transfer interest in this Agreement without the written consent of the other.

#### 19. ENTIRE CONTRACT

These Terms and Conditions and the above-referenced Letter, Proposal, or Agreement contain the entire agreement between BMcD and Client relative to BMcD's services for the Project herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to BMcD's services for the Project are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event Client issues to BMcD a purchase order, no preprinted terms thereon shall become part of this Agreement. Said purchase order documents, whether or not signed by BMcD, shall be considered only as an internal document of Client to facilitate administrative requirements of Client's operations.

#### 20. SEVERABILITY

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and affect.

- END -



October 14<sup>th</sup>, 2025 Construction Management and Observation of Lead Service Line Replacement FY26 Village of Homewood Page 11

# **FUNDING ALLOCATION**

The contract values of work completed to date, as well the value for each category of expense submitted in the IEPA SRF Project Plan and Funding Nomination Form in March, 2025, are included in table below.

Agreement	IEPA SRF Category	Contract Value	Value Requested from IEPA***
Lead Service Line Replacement Plan*	Design Services	\$66,983.00	\$66,983.00
Design and Bidding of Lead Service Line Replacement FY26 Task 1: Project Management and Coordination Task 2: Contract Package of Specifications and Drawings	Design Services**	\$71,592.00	\$75,000.00
Design and Bidding of Lead Service Line Replacement FY26 Task 3: Bidding	Construction Engineering**	\$18,408.00	
Construction Management and Observation of Lead Service Line Replacement FY26 Task 1: Project Management Services Task 2: Review Contractor Pay Applications and Change Orders Task 3: Construction Observation Task 4: Project Closeout	Construction Engineering	\$388,600.00	\$347,000.00
	Totals:	\$545,583.00	\$488,983.00

<sup>\*</sup>The Lead Service Line Replacement Plan project was executed on June 6th, 2024.

<sup>\*\*</sup> The Design and Bidding of Lead Service Line Replacement FY26 project was executed on July 24<sup>th</sup>, 2025.

<sup>\*\*\*</sup>These are the values requested and set aside by the IEPA. Contract values that exceed those requested may not be financed in full.

DATE OF MEETING: October 28, 2025

# VILLAGE OF HOMEWOOD



#### **BOARD AGENDA MEMORANDUM**

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Amy Zukowski, Director of Finance

Topic: Resolution - Cash Payments in Lieu of Health Insurance as IMRF Earnings

#### **PURPOSE**

The Village recently completed an Employer Wage Reporting Compliance Report with the Illinois Municipal Retirement Fund (IMRF). One of the findings indicated that in order to have cash payments made separately from salary and made in lieu of employer-provided health insurance, it is necessary to pass a resolution effective since the plan's inception.

#### **PROCESS**

Full-time Village employees have the opportunity to opt-out of Village health insurance if they are able to demonstrate that they have other insurance coverage, typically through a spouse or parent up (until age 26). When opting-out, the employee receives cash in lieu of enrollment in a Village health insurance plan, which in turn saves the Village money.

The Village recently completed an Employer Wage Reporting Compliance Report with IMRF. According to the finding in the report, in order to continue with the Village's practice of offering this opt-out program, a resolution filed with IMRF is required. The resolution is retroactive to the program's inception date more than 20 years ago.

### **OUTCOME**

Approval of this resolution will provide IMRF with the necessary documentation, and the Village can continue to report cash payments in lieu of health insurance for those employees that choose to opt-out of the Village's health insurance plans and are IMRF participants.

#### **FINANCIAL IMPACT**

N/A

# **LEGAL REVIEW**

Completed

Item 9. E.



# **RECOMMENDED BOARD ACTION**

Pass a resolution electing to include cash payments in lieu of or related to health insurance as Illinois Municipal Retirement Fund earnings.

# **ATTACHMENT(S)**

Resolution

# RESOLUTION NO. R-3237

# A RESOLUTION TO INCLUDE CASH PAYMENTS IN LIEU OF OR RELATED TO HEALTH INSURANCE AS IMRF EARNINGS

WHEREAS, standard member earnings reportable to the Illinois Municipal Retirement Fund do not include the value of health insurance or cash payments in lieu of or related to healthcare benefits; and

WHEREAS, the governing body of an IMRF participating unit of government may elect to include in IMRF earnings cash payments in lieu of or related to healthcare benefits; and

WHEREAS, the President and Board of Trustees of the Village of Homewood is authorized to include cash payments made separately from salary and made in lieu of or related to healthcare benefits as earnings reportable to IMRF and its desirable that it do so.

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

# SECTION ONE - CASH PAYMENTS IN LIEU OF OR RELATED TO HEALTH INSURANCE AS IMRF EARNINGS:

(1) Cash payments made separately from salary and made in lieu of or related to healthcare benefits will be included as earnings reportable to IMRF effective since plan inception.

# **SECTION TWO - EFFECTIVE DATE:**

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

PASSED and APPROVED this 28th day of October, 2025.

Village President	

ltem	

ATTEST:				
——Vil	lage Clerk			
AYES:	NAYS:	ABSTENTIONS:	ABSENCES:	



#### **BOARD AGENDA MEMORANDUM**

DATE OF MEETING: October 28, 2025

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Amy Zukowski, Director of Finance

**Topic:** 1/43<sup>rd</sup> Regional Split Share of Gaming Tax to Police and Fire Pension Funds

#### **PURPOSE**

Staff is requesting the Board consider an ordinance to allocate the Village's portion of the 1/43<sup>rd</sup> Regional Gaming Tax to the Police and Fire Pension funds, up to \$150,000 annually, until both pension plans are funded at 90% of their total actuarial liabilities as defined by the Illinois Pension Code. This revenue sharing will help narrow the gap that exists in employer pension contributions to both funds due to not collecting 100% of property tax payments.

#### **PROCESS**

# Illinois Gaming Act

Under Illinois Gaming Act 230 ILCS 10/13 Section 13, 2% of the gross receipts generated by Wind Creek Casino is remitted to the Village of East Hazel Crest. An intergovernmental agreement is in place to share the revenue between East Hazel Crest and Homewood at a 55%/45% split.

An additional 3% is shared among 43 south suburban municipalities, including Homewood. This is referred to as the 1/43<sup>rd</sup> Regional Share. Homewood is receiving on average \$12,000 per month, or \$144,000 annually, from this revenue source. The Illinois Gaming Act requires these funds be used for "capital expenditures or public pension payments, or both."

#### Pension Issue

Employer contributions to Homewood's Police and Fire Pension funds are determined annually through each State Pension Funds' annual actuarial report. These amounts are then added to the Village's property tax levy request. Homewood, like nearly every other municipality, does not "receive/collect" 100% of the property tax funding that is requested. Some property owners will not pay their property taxes (delinquency). There are other property owners who appeal their property tax bills. At the end of the property tax process, Homewood receives or collects approximately 93% of the requested levy each year.

This gap in property tax collection has led to a deficit in funding to the public safety pension systems in an amount of roughly \$1.6M from the prior ten (10) years. In addition, there is an unfunded State mandate that requires municipalities' Police and Fire Pension funds to be 90% funded by 2040. As of April 30, 2025, the Police Pension Fund was funded at 55.0% and the Fire Pension Fund was at 72.2%.



# Narrow the Gap

Utilizing the 1/43<sup>rd</sup> Regional Share of gaming tax as an additional employer contribution to the Police and Fire Pension Funds will assist in ensuring the deficit owed to both pension systems does not continue to grow exponentially. This additional contribution addresses only the shortfall in employer contributions going forward and does not help in bridging the \$1.6M deficit that has grown over many years. Staff will be bringing a plan to address the \$1.6M shortage in the near future.

# Timing and Allocation

Staff recommends making an employer contribution to the Police and Fire Pension Funds, in an amount not to exceed \$150,000, during the month of April beginning in 2026 and continuing each fiscal year until both pension plans are funded at 90% of their total actuarial liabilities as defined by the Illinois Pension Code. Regional Share Gaming Tax revenue received in excess of \$150,000 would be transferred to the Village's capital fund.

The contribution amount will be allocated between the Police and Fire Pension audits based on the County's prior year <u>final tax levy extension</u> amounts for each pension fund.

Allocation for April 2026 Payment using Cook County's 2024 DRAFT Extension\*

Pension Fund	<b>Draft Extension Amount</b>	Percentage of Regional Share
Police Pension	\$2,635,234.17	75.5%
Fire Pension	\$ 854,477.29	24.5%
Total	\$3,489,711.46	100%

<sup>\*</sup> The Final 2024 Tax Extension report is not yet available from Cook County.

#### **OUTCOME**

Approval of the ordinance will allow the Village to utilize the 1/43<sup>rd</sup> Regional Share of gaming tax received as an additional employer contribution to the Police and Fire Pension funds, which will assist in ensuring the deficit owed to both pension systems does not continue to grow exponentially.

# **FINANCIAL IMPACT**

Funding Source: N/ABudgeted Amount: N/A

Cost: N/A

#### **LEGAL REVIEW**

Completed



# **RECOMMENDED BOARD ACTION**

Pass an ordinance approving Homewood's distribution of the 1/43<sup>rd</sup> regional share of gaming tax be shared with the Police and Fire Pension funds annually by April 30<sup>th</sup> in an amount not to exceed \$150,000 until both pension plans are funded at 90% of their total actuarial liabilities as defined by the Illinois Pension Code, unless extended by subsequent action of the Village Board, with funds in excess of \$150,000 transferred to the Village's capital fund annually.

# ATTACHMENT(S)

Ordinance

# ORDINANCE NO. M-2374

# AN ORDINANCE ALLOCATING THE VILLAGE OF HOMEWOOD'S 1/43<sup>RD</sup> SHARE OF REGIONAL GAMING TAX REVENUE TO THE HOMEWOOD POLICE AND FIRE PENSION FUNDS

WHEREAS, the Village of Homewood maintains separate pension funds for its full-time police officers and firefighter-paramedics, as required by state law; and

WHEREAS, these pension programs are funded by employee and employer contributions; and

WHEREAS, the Village funds the employer contributions through its annual property tax levy; and

WHEREAS, although the Village consistently levies at least the minimum contribution amount required by state law, the amount of property taxes collected has historically been less than 100%, thereby reducing the funds paid into the pension plans; and

WHEREAS, because of reduced tax collections, a \$1.6 million deficit in police and fire pension funding has accumulated over the past decade; and

WHEREAS, the Village receives a  $1/43^{\rm RD}$  share of the Regional Gaming Tax, which by law must be used for capital expenditures or public pension payments; and

WHEREAS, the President and Board of Trustees find that it is in the Village's best interest to annually allocate up to \$150,000 of the Village's share of Regional Gaming Tax revenue to the police and fire pension funds to offset future property tax collection shortfalls.

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

# **SECTION ONE - INCORPORATION OF RECITALS:**

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

# SECTION TWO - ANNUAL PAYMENT TO THE PENSION FUNDS:

The Village's 1/43<sup>rd</sup> share of the Regional Gaming Tax shall be allocated as follows:

- (a) The first \$150,000 shall be allocated proportionately to the Village's police and fire pension funds, based upon the prior year's tax levy extensions.
- (b) Payment to the pension funds shall be made annually beginning in April 2026.
- (c) Any funds in excess of \$150,000 shall be allocated to the Village's Capital Improvement Program.

# **SECTION THREE - EFFECTIVE DATE:**

This Ordinance shall be in full force and effect from and after its passage and approval as provided by law, but shall automatically expire and be of no further force or effect when both pension plans are funded at 90% of their total actuarial liabilities as defined by the Illinois Pension Code, unless extended by subsequent action of the Village Board. Upon expiration, all provisions herein shall be deemed repealed without further action.

PASSED and APPROVED this 28th day of October, 2025.

ATT	EST:		Villag	e President	
7	Village Clerk				
AYES:	NAYS:	ABSTENTIONS:		ABSENCES:	



#### **BOARD AGENDA MEMORANDUM**

DATE OF MEETING: October 28, 2025

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Amy Zukowski, Director of Finance

**Topic:** Class 1 Liquor License

#### **PURPOSE**

During the September 30, 2025 Board meeting, a discussion was held for a liquor license request from My Way Holdings, LLC for their proposed location at 2059 Ridge Road. Based on the liquor application received by staff and further clarification with the potential new owners, the current name, R. Scott Donkel LLC, will remain in place with a change in ownership, and the business will continue to operate under the doing business as (DBA) The Ridgewood. It is staff's understanding that the DBA may change to My Way in the future, and at that time, the business plan that was previously presented may be put into place.

Also, when discussed with the Board on September 30, 2025, the request was presented as a 4A liquor license which allows for the sale of liquor for on-premises consumption only with no more than 25% of sales from alcohol sales. The submitted application is requesting a Class 1 liquor license, which is for the retail sale of liquor for on/off-premises consumption, with or without food. The Ridgewood is currently operated with a Class 1 liquor license. After discussion with the Liquor Commissioner, he is in favor of issuing a Class 1 license instead of a Class 4A.

With that stated, The Ridgewood has submitted the required application and related documents for a Class 1 liquor license for their proposed location at 2059 Ridge Road. They have also submitted an application for an Outdoor Sale of Alcoholic Beverage Permit. At the time of issuance or renewal of an outdoor sales permit, the Homewood Municipal Code allows the Village Board to waive one or more of the requirements. An ordinance increasing the allowed number of Class 1 liquor licenses and approving the requested exceptions for the outdoor permit is required.

#### **PROCESS**

The transfer of ownership is expected to occur in early November. A Class 1 liquor license allows for the sale of liquor for on/off-premises consumption with or without food. The liquor commissioner is in favor of accommodating this request from the new owners of The Ridgewood at 2059 Ridge Road.



#### **OUTCOME**

Approval of these ordinances will enable The Ridgewood to continue to offer more options to their dining patrons.

#### **FINANCIAL IMPACT**

Funding Source: N/ABudgeted Amount: N/A

Cost: N/A

# **LEGAL REVIEW**

Completed

# **RECOMMENDED BOARD ACTION**

Pass an ordinance amending the Table of the Number of Liquor License Limitations by Class to increase the allowed number of Class 1 liquor licenses by one for the ownership change of R. Scott Donkel, LLC d/b/a The Ridgewood for their proposed location at 2059 Ridge Road; and, pass an ordinance waiving requirements governing outdoor alcohol sales for R. Scott Donkel, LLC; and approve the issuance of a Permit for Sale of Alcoholic Beverages Outdoor to R. Scott Donkel, LLC, d/b/a The Ridgewood, all subject to successful completion of the liquor license application process.

# **ATTACHMENT(S)**

- Ordinance regarding Class 1 liquor license
- Outdoor application
- Ordinance regarding outdoor permit

# ORDINANCE NO. M-2375

# AN ORDINANCE INCREASING THE NUMBER OF CLASS 1 LIQUOR LICENSES FOR THE VILLAGE OF HOMEWOOD

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

WHEREAS, the Village Board has established regulations as to types of liquor licenses within the village, and the number of each license class available; and

WHEREAS, the class of liquor license and number of licenses available for each class are maintained in a table available on the village's website; and

WHEREAS, the proposed new owners of The Ridgewood have requested a Class 1 liquor license for their proposed location at 2057-2059 Ridge Road; and

WHEREAS, there currently are no available Class 1 licenses; and

WHEREAS, the Liquor Commissioner supports increasing the number of Class 1 licenses so that a liquor license can be issued to the applicant; and

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

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

SECTION ONE – AMEND THE TABLE OF THE NUMBER OF LIQUOR LICENSE LIMITATIONS BY CLASS:

The Table of the Number of Liquor License Limitations by Class attached as Exhibit A is amended as indicated (additional language <u>underlined</u>, deletions <u>stricken</u>) and shall remain in effect until otherwise amended or revised by ordinance.

SECTION T	-	Feeecti	VFD	) A TF
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This ordinance shall be in full force and effect from and after its passage, approval, and publication in accordance with law, subject to an approved background check.

PASSED and APPROVED this 28th day of October, 2025.

Village President

ATTEST:

Village Clerk

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

# Number of Liquor License <u>Limitations by Class</u>

Class	Allowed Number
1	34
1A	0
2	9
3	0
3A	1
4	3
4A	10
5	1
6	Unlimited
6A	Unlimited
7	0
7A	0
7B	2
8	0
9	0
10	1
11	Unlimited
12	1
12A	Unlimited
13	1
14	1
15	0
16	2

Total 35 36



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

# **Application for Permit to Sell Alcoholic Beverages Outdoors**

1.	. Name of Liquor Licensee: R. Scott Donkel LLC							
2.	. Business Location of Licensee: 2059 Ridgewood Homewood, IL 60430							
3.	. Class of Liquor License currently held by licensee: 1							
	Village of Homewood Liquor License Number:							
4.	. A. Description of outdoor sales area (please attach site sketch or drawing with this description):							
S	ubmit	ted						
	В.	Is the outdoor sales area located entirely on private property? $\overline{x}$ Yes $\Box$ No						
	C.	Is the outdoor sales area located entirely within the boundaries of the property covered by your liquor license? $\bar{x}$ Yes $\Box$ No						
5.	Hov	w will customers enter and exit the outdoor sales area?						
		reardoor						
6.	Will	there be a fence around the outdoor sales area? □ Yes ¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬¬						
		If yes, how tall will the fence be and of what material will it be constructed?						

7. Will there be any radios, televisions, devices for brodevices in the outdoor sales area? X Yes	padcasting music, or other noise producing  □ No
If yes, at what time will the use of such devices	cease? radio
8. What are the proposed hours of operation for the ou	tdoor sales area? 11a-9p
9. What will be the seating capacity in the outdoor sale	es area? 15
10. Is the outdoor sales area located within 100 feet of home for aged or indigent persons, or for veterans, their	• • • •
11. Is the outdoor sales area located within 100 feet of services or religious educational programs?	100
*****************	******
AFFIDAVIT The applicant certifies that he or she is familiar with the Illinois, and the Village of Homewood as they relate to applicant will not permit his or her employees or agents States, the State of Illinois, or the Village of Homewoo an outdoor liquor sales permit is desired.	e laws of the United States, the State of the sale of alcoholic liquors, and that the s to violate any of the laws of the United
The applicant also certifies that there are no willful mis above statements, answers and attachments. The applic disclose such willful misrepresentations and/or falsificational already issued, the outdoor liquor sales permit will be seen as a contraction.	cant is aware that should an investigation ations, the application will be rejected or if subject to revocation.
Signature: Ry Pula	
Printed Name Rodney Phillips Sr.	
Title: President	Date: 10/23/25
FOR VILLAGE USE: Board of Trustees Action:	☐ Approved with special conditions listed ☐ Rejected
By:	
Village Clerk	Date

# ORDINANCE NO. M-2376

# AN ORDINANCE WAIVING REQUIREMENTS GOVERNING OUTDOOR ALCOHOL SALES FOR A CERTAIN LICENSEE

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

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

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

WHEREAS, a certain licensee has requested modifications to outdoor liquor sale regulations through April 30, 2026; and

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

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

SECTION ONE - EXCEPTIONS TO REQUIREMENTS

- A. Homewood Municipal Code Section 4-102 requiring access to the outdoor sale area only from a permanent structure is waived for the following business:
  - R. Scott Donkel, LLC, 2059 Ridge Road
- B. Homewood Municipal Section 4-105 requiring the outdoor sales area to be surrounded by a fence at least four feet high is waived for the following business:
  - R. Scott Donkel, LLC, 2059 Ridge Road

SECTION TWO - E	<b>FFFCTIV</b>	ΕD	ATE
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This ordinance shall be in full force and effect after its passage, approval, and publication in accordance with law.

PASSED AND APPROVED this  $28^{th}$  day of October, 2025.

ATTEST:		Village Pres	Village President	
Village C	lerk			
AYES:	NAYS:	ABSTENTIONS:	ABSENCES:	

# VILLAGE OF HOMEWOOD



# **BOARD AGENDA MEMORANDUM**

**DATE OF MEETING: October 28, 2025** 

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Angela Mesaros, Director of Economic and Community Development

**Topic:** Sale of Property at 18155 Dixie Highway

# **PURPOSE**

The developer, Munir Bawadi, proposes to purchase and renovate the property at 18155 Dixie Highway. The property is vacant and owned by the Village. The project involves renovation and interior build-out of the existing commercial building to construct a modern Mediterranean restaurant.

#### **PROCESS**

In 2020, the Village acquired the property at 18155 Dixie Highway through foreclosure at no cost. After solicitation of bids, the Village transferred the property to a Mediterranean restaurant. After four (4) years of vacancy with no movement towards building out the restaurant, in October 2024, the Village acquired the vacant commercial building through a settlement agreement. The Village paid \$15,000 for the property. The property has been vacant with delinquent property tax bills and deferred maintenance for many years.

At the June 10, 2025, Village Board meeting, the Board passed Ordinance M-2359 directing staff to publish a solicitation for alternate proposals. The solicitation was published in the Daily Southtown on three (3) dates. In addition, the Village posted the solicitation and the responses on its social media forums.

The Village received three (3) proposals for the purchase and renovation of the Village-owned property at 18155 Dixie Highway. Staff evaluated the proposals based on criteria that support suitable and successful uses, maximize yield, improve property conditions, promote sustainability, and meet community needs. At its August 26, 2025, meeting, the Village Board selected Bawadi as the preferred proposal and directed staff to negotiate a purchase and sale agreement.

Term of the Purchase and Sale Agreement

The terms of the Purchase and Sale Agreement include:

- 1. The sale price is \$15,000.
- 2. The buyer will have 30 days for due diligence once the contract is signed.

# VILLAGE OF HOMEWOOD



- 3. The buyer will have 180 days to secure zoning, variances, or any other government approvals required.
- 4. The sale is contingent upon Village approval of the Class 8 resolution.
- 5. Closing date is November 21, 2025.
- 6. The purchaser is required to sign a reverter deed at closing. If the restaurant is not open within 12 months, the Village can reclaim the property.
- 7. The purchaser must complete the following before the closing on the property:
  - Obtain a connection permit from the Thorn Creek Basin Sanitary District.
  - Submit an acceptable storm water detention plan.
  - Provide a full set of architectural plans sufficient to obtain a building permit.
  - Compete the appearance review form for the Appearance Commission.
- 8. The Village will support a Cook County Class 8 incentive. Cook County has created the Class 8 Cook County Tax Incentive Program for the Chicago Southland. 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 in Thornton Township, one of five designated townships. A Class 8 for this property will help bring the tax burden more in line with neighboring counties where the property tax rate is as much as 45% less.

## **OUTCOME**

The developer plans to invest in the property through renovation. The Project will enhance the area on Dixie Highway by addressing the issues of delinquent property taxes, deferred maintenance, and long-term vacancy by returning the building to the tax rolls and renovating the space.

#### FINANCIAL IMPACT

Funding Source: N/ABudgeted Amount: N/A

Cost: \$0

# **LEGAL REVIEW**

Completed

# RECOMMENDED BOARD ACTION

Pass an ordinance authorizing the Village President to enter into a real estate purchase and sale agreement with Munir Bawadi for the Village-owned property located at 18155 Dixie Highway.

# **ATTACHMENT(S)**

- Ordinance
- Resolution

# **ORDINANCE M-2377**

# AN ORDINANCE APPROVING A REAL ESTATE PURCHASE AND SALE AGREEMENT BETWEEN THE VILLAGE OF HOMEWOOD AND MUNIR BAWADI FOR PROPERTY AT 18155 DIXIE HIGHWAY

WHEREAS, the Village of Homewood, Cook County, Illinois (the "Village") owns real estate at 18155 Dixie Highway; and

WHEREAS, Munir Bawadi has offered to purchase surplus real estate owned by the Village according to the terms of the Purchase and Sale Agreement attached to this Ordinance as Exhibit A to renovate the property and operate a restaurant; and

WHEREAS, as required by 65 ILCS 5/11-76-1, the Village approved Ordinance M-2359 on June 10, 2025, directing staff to publish a notice soliciting bids and proposals for the sale and redevelopment of this property; and

WHEREAS, the Village published notices on June 16, June 23, and June 30, 2025 in the Daily Southtown newspaper soliciting bids on the property; and

WHEREAS, the Village received three proposals to purchase and redevelop the property by the July 21, 2025 deadline established in the ordinance; and

WHEREAS, at the August 26, 2025 Village Board meeting, the President and Board of Trustees directed staff to negotiate a purchase and sale agreement for the property with Munir Bawadi and Bawadi Construction; and

WHEREAS, the President and Board of Trustees find it in the village's best interest to sell the property at 18155 Dixie Highway to Munir Bawadi so it can be redeveloped.

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 Munir Bawadi attached to this ordinance as Exhibit A 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 this property to Munir Bawadi. 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 28th day of October, 2025.
						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 MUNIR BAWADI FOR PROPERTY AT 18155 DIXIE HIGHWAY				
as adopted by the President and Board of Trustees of the Village of Homewood at its regularly convened meeting held on October 14, 2025, and as signed by the President of said Village on, 2025, 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, 2025.				
Village Clerk				
(SEAL)				

# **Exhibit A - Purchase and Sale Agreement**

# Between the Village of Homewood and Munir Bawadi for 18155 Dixie Highway, Homewood

## REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL EST	「ATE PURCHASE AND SALE AGREEMENT ("Agreement") is		
made on	, 2025, between Munir Bawadi, or his designee		
("Purchaser"), and the	Village of Homewood ("Seller"). The date that the last party		
signs the Agreement a	nd delivers a copy to the other party shall be the date filled in		
above and shall be referred to herein as the "Effective Date."			

#### WITNESSETH:

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

1. Agreement of Purchase and Sale.

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

- 1.1. The real property legally described in Exhibit A attached (the "Land") at 18155 Dixie Highway, Homewood, Illinois, 60430.
- 1.2 All improvements on the Land, including without limitation the single story building, landscaping, parking lot, and other improvements (collectively called the "Improvements").
- 1.3 All mineral, water, irrigation and other property rights of Seller, if any, running with or otherwise pertaining to such Land.
- 1.4 All of Seller's right, title and interest in any easements, covenants, declarations, reciprocal easement agreements, tenements, hereditaments, gaps, gores and appurtenances to the Land.

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

## 2. Purchase Price.

- 2.1 The Purchase Price for the Property (the "Purchase Price") shall be Fifteen Thousand Dollars (\$15,000.00).
- 2.2 The Purchase Price shall be payable by delivery by Purchaser to Seller at Closing of good federal funds by check or wire transfer 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 have delivered 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 shall 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 for engineering, environmental, zoning, appraisals; (iii) obtain a new survey or update an existing survey; (iv) perform marketing and cost studies and for any other purposes related to Purchaser's determination of the feasibility of the Property.
- (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. The Governmental Approval Period may be extended upon written agreement by Purchaser and Seller.
- (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 or not 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 or not proceeding with the Agreement before the expiration of the Inspection Period.

- 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) for any negligence or misconduct of Seller or any agent, contractor, or employee of Seller, or (ii) 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 enter the Property, Purchaser shall obtain or cause its vendors to 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.
  - 5. Commitment for Title Insurance/Title and Survey Matters.
    - 5.1 Within ten (10) days after the Effective Date, Purchaser, at Seller's sole cost and expense, shall cause Chicago Title Insurance Company ("Title Company" and "Escrow Agent") to deliver to Purchaser a commitment for an ALTA owner's policy of title insurance (the "Commitment"), showing Seller as fee title owner, naming Purchaser as the insured in the amount of the Purchase Price (or minimum amount required), issued by the Title Company, insuring the Property, together with legible copies of all recorded title documents referred to in the Commitment ("Title Documents"). The Commitment shall be subject to only the: (i) "Permitted Exceptions" (defined in Section 5.2 below), (ii) any mortgages and similar liens of a definite or ascertainable amount which must be paid by Seller out of the closing proceeds ("Monetary Encumbrances") and (iii) any matters not objected to by Purchaser.

- 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 November 21, 2025. The date upon which the Closing actually occurs shall be referred to herein as the "Closing Date." Seller shall give sole and exclusive possession of the Property to Purchaser at Closing, subject only to the Permitted Exceptions. The Closing shall take place at the Chicago

office of the Title Company (which shall allow delivery of documents into escrow) by means of a "New York Style Closing" with the parties delivering their closing documents, the Title Company's concurrently delivering the closing documents, committing to delivery of the Title Policy described in Section 6.4(b) below to Purchaser, and the concurrent payment of the Purchase Price, all with no parties required to be present.

- 6.2 At Closing, Seller shall deliver to the Escrow Agent, with copies to Purchaser:
- (a) A duly executed and acknowledged Special Warranty Deed (the "Deed") conveying to Purchaser the fee simple interest in the Property, subject only to the Permitted Exceptions.
- (b) A duly executed affidavit of Seller, stating Seller's United States taxpayer identification number and that Seller is not a foreign person as defined in Internal Revenue Code § 1445.
- (c) A MyDec transfer tax declaration in form customary for the State, County City of the Property ("Transfer Tax Declaration") and any municipal transfer tax declarations.
- (d) An ordinance from Seller approving and authorizing it to sell the Property and granting authority to a specific person to bind the Seller.
- (e) A settlement statement agreed to between Seller and Purchaser ("Settlement Statement"), signed by Seller, setting forth the Purchase Price, credits, prorations, and disbursements under this Agreement.
  - (f) An owner's affidavit.
- (g) Documents requested by the title company for obligations required of Seller under this Agreement or to provide extended coverage, including, without limitation, Owner's Affidavit, Survey Affidavit of no change, if required by the Title Company to provide extended coverage, Gap Indemnity, and any other reasonable documentation.
- 6.3 At Closing, Purchaser shall deliver to the Escrow Agent:
- (a) The balance of the Purchase Price, subject to adjustment on the Settlement Statement, by wire transfer of federal funds.
- (b) The Settlement Statement signed by Purchaser, setting forth the Purchase Price, credits, prorations, and disbursements under this Agreement.

- (c) Any other document requested by the Title Company to close the transaction.
- 6.4 Conditions to Obligation to Close Purchaser. 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 for \$15,000.00 coverage, in accordance with the requirements of the Commitment with an extended coverage endorsement, 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.
- (e) The Redevelopment Agreement between Purchaser and Seller is in full force and effect.
- 6.5 Conditions to Obligation to Close Seller. The Village shall not be obligated to close on the sale of the Property until the Purchaser has completed the following requirements:
- (a) Obtain a connection permit from the Thorn Creek Basin Sanitary District, if required;
  - (b) Submit an acceptable plan for onsite stormwater detention, if required;
- (c) Provide a full set of architectural plans sufficient to obtain a building permit;
- (d) Successfully complete an appearance review from the Appearance Commission;
  - (e) Secure site plan approval from the Village's site plan review committee;

- (f) Secure site plan approval from the Village's Planning and Zoning Commission, if required.
- 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. The Property is municipally owned and is tax-exempt. There will be no tax prorations at 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 form 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 plus extended coverage (coverage amount equal to the Purchase Price); (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 all endorsements to the Title Policy requested by Purchaser; (ii) half of all escrow costs, and (iii) the cost to record the deed. The parties shall pay their respective attorney's fees. Any other costs and charges in connection with the Closing shall be paid by Seller or Purchaser, respectively, as is customary in the area in which the Property is located.
- 8. Representations, Warranties, Covenants and Agreements of Seller and Purchaser.
  - 8.1 Seller represents, covenants and warrants to Purchaser and agrees, as of the date of this Agreement and, without further writing, as of the Closing Date, as follows:
  - (a) Seller holds fee title to 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.
- (e) To the best of the Seller's knowledge, the Property has utilities necessary for the operation of the Property and no fact or condition exists that would cause the termination of access to and from the Property or the cessation of utilities for the operation of the Property.
- (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. Seller shall not, without prior written consent of Purchaser, petition or apply for any map amendments or take any action which will change the permitted use of the Property
- (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) Seller owns no personal property located on the Property or to the extent it does will remove it by Closing.
- (k) 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.
- (l) 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.
- (m) 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.
- (n) There are no rights of first refusal or options to purchase the Property (or any part thereof) contained in any agreement affecting the Property (or any part thereof).
- 8.2 Seller shall indemnify and hold Purchaser harmless from and against any costs, fees, charges, penalties or liabilities of any kind resulting from any "bulk sales" taxes, fees or charges assessed by any applicable governmental authority or agency related solely to the period of Seller's ownership of the Property. This indemnification shall survive the Closing.

- 8.3 Purchaser represents and warrants to Seller, as of the date of this Agreement and without further writing as of the Closing that Purchaser is authorized and permitted to enter into this Agreement, to execute any documentation required, and to perform this Agreement, none of which conflicts with any provision of any law, rule or regulation applicable to Purchaser. This Agreement is a valid and binding obligation of Purchaser under its terms.
- 8.4 All representations and warranties of Seller or Purchaser in this Agreement shall survive the Closing.
- 9. Damage or Condemnation.
  - 9.1 In the event of any eminent domain or condemnation action before or on the Closing Date Seller shall immediately notify Purchaser and Purchaser may elect, in its sole discretion, to (a) terminate this Agreement, in which event neither party shall have any further liability under this Agreement except for those obligations which expressly survive the termination of this Agreement, or (b) proceed to Closing, whereupon at Closing Seller shall transfer the Property less any portion of the Property taken by eminent domain or condemnation or conveyed in lieu of condemnation. If Purchaser elects to close on the Closing Date, Seller shall assign to Purchaser, all of Seller's interest in any proceeds or awards that may thereafter be made for any taking or condemnation. The Purchase Price shall be reduced by any such proceeds or awards collected and retained by Seller before the Closing Date, provided, however, Seller shall not negotiate and agree to any settlement or payment without Purchaser's prior written approval, which shall not be unreasonably withheld or delayed.
  - 9.2 If the Property suffers any damage or destruction before Closing, Purchaser may elect, at Purchaser's sole option, to: (a) proceed to Closing and take the Property subject to such damage or destruction and Seller shall assign any insurance proceeds to Purchaser (but only to the extent of Seller's rights in same) and Purchaser shall receive a credit at Closing in the amount of any deductible being carried under such insurance policy, or (b) terminate this Agreement in which event neither party shall have any further liability under this Agreement except for those obligations which expressly survive the termination of this Agreement.

# 10. Brokerage.

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.
- 11.4 In addition to the above, the Parties acknowledge that the Village of Homewood is selling the Property to the Purchaser for below market value based upon the Purchaser's representation that it will open a restaurant or cafe on the site within 12 months after the Effective Date. At closing the Purchaser shall execute and deliver to the Village a reverter deed (Exhibit C). The Village shall have the right to record the reverter deed if there is a default in any of the terms of this agreement by the Purchaser at any time or if the Purchaser cannot or does not complete rehabilitation of the Property in accordance with the documentation, plans, and approvals listed in paragraph 6.5 above within 12 months of the Effective Date. So long as the Purchaser is not in default and has completed the improvements and rehabilitated the property in substantial accordance with the documentation, plans, and approvals listed in paragraph 6.5 above, the Village shall return the reverter deed to the Purchaser 12 months from the closing date, or sooner if the Purchaser opens the restaurant in less than 12 months. At closing the Parties also shall execute a memorandum of agreement

# (Exhibit D). The provisions and obligations of this paragraph shall survive the closing.

#### 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: with a copy to:

Village of Homewood Christopher J. Cummings

2020 Chestnut Road Village Attorney

Homewood, IL 60430 2024 Hickory Road, #205 Attention: Village Manager Homewood, IL 60430

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 online record. Notice sent by facsimile shall be effective on the date of delivery during the hours of 8 a.m. to 6 p.m. CST, Monday through Friday, with proof of successful transmission, which shall be retained by the sender. Notice sent by email shall be effective on the date of delivery during the hours of 8:00 a.m. to 6:00 p.m. CST, Monday through Friday.

# 13. Miscellaneous.

- 13.1 Section Headings. The Section headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language thereof.
- 13.2 Entire Agreement. All previous negotiations and agreements between the parties, regarding the transaction set forth herein, are merged in this instrument, which alone fully and completely expresses the parties' rights and obligations.

This Agreement is the entire agreement between the parties regarding the Property and supersedes any other prior agreements and understandings, whether written or oral, formal or informal.

- 13.3 Governing Law. This Agreement shall be governed by the laws of the State of Illinois without reference to its conflict of law provisions.
- 13.4 Invalidity of Terms. If any term or provision of this Agreement is held illegal, invalid or unenforceable as a matter of law, the remaining terms and provisions of this Agreement shall not be affected, but each such term and provision shall be valid and shall remain in full force.
- 13.5 Time/Dates. Time is of the essence of this Agreement. If any date in this Agreement for the delivery of any document or the happening of any event should, under the terms hereof, fall on a weekend or holiday, then such date shall be automatically extended to the next succeeding weekday that is not a holiday.
- 13.6 Dispute/Attorney's Fees. If a dispute arises between the parties regarding the enforcement of either party's obligations contained herein, the prevailing party shall be entitled to reimbursement of its reasonable attorney's fees, court costs, and expenses incurred in connection therewith. This Section 13.6 shall survive the early termination or closing of this transaction.
- 13.7 Amendment. This Agreement may be amended, modified or terminated only by a written instrument executed by Seller and Purchaser.
- 13.8 Termination at Closing. Except as expressly provided for herein, the provisions of this Agreement shall terminate with the Closing and shall be of no further force or effect.
- 13.9 Waiver of Rights. No right under this Agreement may be waived, except by written instrument executed by the party waiving such right. No waiver of any breach of any provision in this Agreement shall be deemed a waiver of any preceding or succeeding breach of that provision or of any other provision in this Agreement. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.
- 13.10 Assignment. Purchaser may assign this Agreement to any assignee or single purpose entity; if: (i) such assignee shall expressly assume all of Purchaser's obligations; and (ii) Purchaser shall provide Seller with written notice of such assignment.

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

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

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

# 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 (if, 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.

16. Support for Class 8 Property Tax Incentive.

The Seller agrees that it will approve a resolution in support of granting the Purchaser a Class 8 property tax incentive for the property at the next regularly scheduled Village Board meeting after the closing. The Seller's obligation shall be limited to preparing the resolution. The Purchaser shall be responsible for preparing and submitting to Cook County any other required documentation in support of their application for the Class 8 incentive.

(Signatures on next page)

16

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

Purchaser	Seller
	Village of Homewood
Ву:	By:
Its:	Richard A. Hofeld Village President
Date:	Date:

# EXHIBIT A - Legal Description

The North 100 feet of the that part of the West ½ of the Southeast ¼ of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian, bounded and described as follows: Beginning at the Northeast comer of Lot 1 in the subdivision of Lot 6 in the County Clerks Division of the West ½ of the Southeast ¼ of said Section according to Plat thereof recorded October 21, 1927, as Document Number 9616122 in Book 253 of Plats, Page 2; thence West along the North line of said Lot 1, 297 feet to the East line of Dixie Highway; thence North along said East line of Dixie Highway, 346 feet; thence East parallel with the North line of Lot 1 aforesaid, 297 feet; thence South parallel with the West line of the Southeast ¼ of said Section 346 feet to the place of beginning:

Excepting from said North 100 feet the South 16 feet of that part thereof lying West of the East 147 feet thereof; and

Excepting from said North 100 feet the North 31 feet of that part of the West ½ of the Southeast ¼ of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian bounded and described as follows: Beginning at the Northeast comer of Lot 1 in the subdivision of Lot 6 in the County Clerks Division of the West ½ of the Southeast ¼ of said Section according to Plat thereof recorded October 21, 1927, as Document Number 9816722 in Book 253 of Plats, Page 2; thence West along the North line of said Lot 1 297 feet to the East line of Dixie Highway; thence North along said East line of Dixie Highway 346 feet; thence East parallel with the North line of said Lot 1, 297 feet; thence South parallel with the East line of the Southeast ¼ of said Section, 346 feet to the place of beginning; and

Excepting the North 41 feet (except the South 16 feet of that part lying West of the East 147 feet) of that part of the West ½ of the Southeast ¼ of Section 31, Township 36 North; Range 14, East of the Third Principal Meridian, bounded and described as follows: Beginning at the Northeast corner of Lot 1 in the subdivision of Lot 6 in the County Clerk's Division of the West ½ of the Northeast ¼ of said Section according to the Plat thereof recorded October 21, 1927, as Document 9816722 in Book 253 of Plats, Page 2; thence West along the North line of said Lot 1, 297 feet to the East line of Dixie Highway; thence North along said East line of Dixie Highway, 287 feet; thence East parallel with the North line of Lot 1 aforesaid, 297 feet; thence South parallel with the West line of the Southeast ¼ of said Section 31, 287 feet to the point of beginning, in Cook County, Illinois.

Property Index Number: 29-31-409-075-0000

Common address: 18155 Dixie Highway, 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.

# EXHIBIT C - Reverter Deed

REVERTER QUITCLAIM DEED
Pursuant to the Paragraph
11.4 of the Purchase and Sale
Agreement executed on
, 2025, referred to in the
Memorandum of Agreement
recorded with the Cook County
Clerk on,
2025 as document no.
, the Grantor,
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 duly authorized manager or members, 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:

The North 100 feet of the that part of the West ½ of the Southeast ¼ of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian, bounded and described as follows: Beginning at the Northeast comer of Lot 1 in the subdivision of Lot 6 in the County Clerks Division of the West ½ of the Southeast ¼ of said Section according to Plat thereof recorded October 21, 1927, as Document Number 9616122 in Book 253 of Plats, Page 2; thence West along the North line of said Lot 1, 297 feet to the East line of Dixie Highway; thence North along said East line of Dixie Highway, 346 feet; thence East parallel with the North line of Lot 1 aforesaid, 297 feet; thence South parallel with the West line of the Southeast ¼ of said Section 346 feet to the place of beginning:

Excepting from said North 100 feet the South 16 feet of that part thereof lying West of the East 147 feet thereof; and

Excepting from said North 100 feet the North 31 feet of that part of the West ½ of the Southeast ¼ of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian bounded and described as follows: Beginning at the Northeast comer of Lot 1 in the subdivision of Lot 6 in the County Clerks Division of the West ½ of the Southeast ¼ of said Section according to Plat thereof recorded October 21, 1927, as Document Number 9816722 in Book 253 of Plats, Page 2; thence West along the North line of said Lot 1 297 feet to the East line of Dixie Highway; thence North along said East line of Dixie Highway 346 feet; thence East parallel with the North line of said Lot 1, 297 feet;

thence South parallel with the East line of the Southeast  $\frac{1}{4}$  of said Section, 346 feet to the place of beginning; and

Excepting the North 41 feet (except the South 16 feet of that part lying West of the East 147 feet) of that part of the West ½ of the Southeast ¼ of Section 31, Township 36 North; Range 14, East of the Third Principal Meridian, bounded and described as follows: Beginning at the Northeast corner of Lot 1 in the subdivision of Lot 6 in the County Clerk's Division of the West ½ of the Northeast ¼ of said Section according to the Plat thereof recorded October 21, 1927, as Document 9816722 in Book 253 of Plats, Page 2; thence West along the North line of said Lot 1, 297 feet to the East line of Dixie Highway; thence North along said East line of Dixie Highway, 287 feet; thence East parallel with the North line of Lot 1 aforesaid, 297 feet; thence South parallel with the West line of the Southeast ¼ of said Section 31, 287 feet to the point of beginning, in Cook County, Illinois.

Property Index Number: 29-31-409-075-0000

Common address: 18155 Dixie Highway, Homewood, Illinois 60430

Subject to:

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

21

	Dated this	_ day of		, 2025.	
	d, and has caused	its name to	be signed to th	caused its official corporate se lese presents by, its	
this_	day of		, 2025.	, its	
	Grantor:				
y:	Printed Name:		Title:		
t	A test:				
Title	rimed Name:				
STA	TE OF ILLINOIS		)		
COL	INTY OF COOK		)		
		that		for said County, in the State of personally known to me to be	
	01	nersonally	known to me	to be the	of said
Illino whos in per given volur	is limited liability e names are subscrson, and severally by the members a stary act, and as the	company ar ribed to the acknowled of said com and manage: eir free and	nd personally ke foregoing instraged that as apany, they signs of said limited voluntary act,	enown to me to be the same per rument, appeared before me the and ned this instrument under autied liability company as their frand the free and voluntary actives therein set forth.	rsons his day hority ree and
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Villag				her J. Cummings, Village Atto 5, Homewood IL 60430.	rney,
	Mail Recorded	Deed to:		Send subsequent tax bills to:	

# EXHIBIT D - Memorandum of Agreement

# MEMORANDUM OF AGREEMENT

On \_\_\_\_\_\_\_, 2025, the VILLAGE OF HOMEWOOD, Cook County, Illinois ("VILLAGE"), and \_\_\_\_\_\_\_ LLC, an Illinois limited liability company (the "DEVELOPER"), entered into a contract for the sale and redevelopment covering the following property:

The North 100 feet of the that part of the West ½ of the Southeast ¼ of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian, bounded and described as follows: Beginning at the Northeast comer of Lot 1 in the subdivision of Lot 6 in the County Clerks Division of the West ½ of the Southeast ¼ of said Section according to Plat thereof recorded October 21, 1927, as Document Number 9616122 in Book 253 of Plats, Page 2; thence West along the North line of said Lot 1, 297 feet to the East line of Dixie Highway; thence North along said East line of Dixie Highway, 346 feet; thence East parallel with the North line of Lot 1 aforesaid, 297 feet; thence South parallel with the West line of the Southeast ¼ of said Section 346 feet to the place of beginning:

Excepting from said North 100 feet the South 16 feet of that part thereof lying West of the East 147 feet thereof; and

Excepting from said North 100 feet the North 31 feet of that part of the West  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian bounded and described as follows: Beginning at the Northeast comer of Lot 1 in the subdivision of Lot 6 in the County Clerks Division of the West  $\frac{1}{2}$  of the Southeast

¼ of said Section according to Plat thereof recorded October 21, 1927, as Document Number 9816722 in Book 253 of Plats, Page 2; thence West along the North line of said Lot 1 297 feet to the East line of Dixie Highway; thence North along said East line of Dixie Highway 346 feet; thence East parallel with the North line of said Lot 1, 297 feet; thence South parallel with the East line of the Southeast ¼ of said Section, 346 feet to the place of beginning; and

Excepting the North 41 feet (except the South 16 feet of that part lying West of the East 147 feet) of that part of the West ½ of the Southeast ¼ of Section 31, Township 36 North; Range 14, East of the Third Principal Meridian, bounded and described as follows: Beginning at the Northeast corner of Lot 1 in the subdivision of Lot 6 in the County Clerk's Division of the West ½ of the Northeast ¼ of said Section according to the Plat thereof recorded October 21, 1927, as Document 9816722 in Book 253 of Plats, Page 2; thence West along the North line of said Lot 1, 297 feet to the East line of Dixie Highway; thence North along said East line of Dixie Highway, 287 feet; thence East parallel with the North line of Lot 1 aforesaid, 297 feet; thence South parallel with the West line of the Southeast ¼ of said Section 31, 287 feet to the point of beginning, in Cook County, Illinois.

Property Index Number: 29-31-409-075-0000

Common address: 18155 Dixie Highway, Homewood, Illinois 60430

The agreement provided for transfer of the said property from VILLAGE to DEVELOPER, construction of improvements by DEVELOPER on the property, and retransfer of the Property to the VILLAGE upon default by the DEVELOPER. See the Agreement for specific details.

Developer		Seller
	, LLC	Village of Homewood
By: Name: Title: Manager		By: Richard A. Hofeld Village President
Date:		Date:

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

# VILLAGE OF HOMEWOOD



# **BOARD AGENDA MEMORANDUM**

DATE OF MEETING: October 28, 2025

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Angela Mesaros, Director of Economic and Community Development

Topic: Economic Development Incentives – 18065 Harwood Avenue, Retail Suite #2

## **PURPOSE**

The Village created the Business Incentive Program to provide financial assistance for the improvement and maintenance of commercial buildings that would increase the assessed valuation and marketability of the area. The goals of this program include promoting the revitalization of properties, assisting with upgrades to buildings, and attracting and expanding retail.

Larry Kane of Jonathan Kane Salon and Spa has applied for incentives from the Village to offset the cost of replacing an air conditioning unit for use at the salon on the first floor of 18065 Harwood Avenue within the Village's B-2 Downtown Transition zoning district. Jonathan Kane Salon and Spa is an Aveda Concept Salon and Spa serving the Chicagoland area, and is a 13-time recipient of *Salon Today* magazine's Top 200 Salons in the U.S.

The project's cost is \$7,572. Staff recommends approval of \$3,786 in reimbursement from the Business Incentive Program to cover 50% of the cost. This incentive payment will also require a budget amendment.

#### **PROCESS**

On June 24, 2025, the Village Board approved an incentive to replace one of the air conditioning units. The incentive was for reimbursement of \$3,786 (50% of the cost of replacement of the first unit). The second air conditioning unit has failed and is now in need of replacement.

Staff reviewed the application from Jonathan Kane Salon and Spa for eligibility under the Business Incentive Program, which was established to provide incentives to properties outside of a TIF district through three (3) programs: *Façade and Property Improvements, Go Green, and Retail Enhancements*. These programs allow reimbursement of up to 50% of the eligible costs.

The Façade and Property Improvement Program aims to promote revitalization by offering financial assistance for the improvement and maintenance of existing commercial buildings. Eligible expenses encompass upgrades to the building. The total cost is \$7,572, and this program provides 50% reimbursement of approved expenditures (up to \$25,000). The maximum incentive available under this program is \$3,786, which is 50% of the total cost.

# VILLAGE OF HOMEWOOD



This amount is consistent with the level of incentives offered to previous applicants. The funds provided by the Village would reimburse the applicant for actual expenses incurred. Costs would be reimbursed only after receipt of the payments are submitted to and approved by staff.

# Source of Funding Incentive

The Village budgets \$25,000 annually for non-TIF business incentives. The Village has already expended these funds in Fiscal Year 2025-2026 through several incentive agreements.

During the annual audit process, if the \$25,000 budgeted has not been spent, the remaining dollars are rolled forward and allocated as Assigned Fund Balance. Assigned Fund Balance is a self-imposed constraint with the intent to use fund balance for a specific purpose, in this case for non-TIF incentives when the current budget is expended. This \$3,786 incentive payment will come from Assigned Fund Balance. The use of Assigned Fund Balance dollars requires a budget amendment.

# **OUTCOME**

Many businesses in Homewood incur costs related to upgrading their spaces and ensuring compliance with fire and building codes. The recommended funding will be utilized to implement permanent improvements to the building that will enhance the long-term viability of the space.

#### **FINANCIAL IMPACT**

Funding Source: General Fund Assigned Fund Balance

Budgeted Amount: \$0

Budget Amendment Requested: \$3,786

#### **LEGAL REVIEW**

Completed

## **RECOMMENDED BOARD ACTION**

Approve a budget amendment of \$3,786 to the General Fund for an incentive payment to Larry Kane; and pass a resolution authorizing the Village President to enter into an incentive agreement with Larry Kane of Jonathan Kane Salon and Spa, to provide financial assistance from the non-TIF Business Incentive Program for \$3,786 for building improvements at 18065 Harwood Avenue, Retail Suite #2.

# **ATTACHMENT(S)**

- Resolution
- Incentive Agreement
- Application

# **RESOLUTION NO. R-3238**

# A RESOLUTION APPROVING A REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF HOMEWOOD AND LARRY KANE FOR PROPERTY AT 18065 HARWOOD AVENUE UNDER THE VILLAGE OF HOMEWOOD BUSINESS INCENTIVE PROGRAM

WHEREAS, Section 8-1-2.5 of the Illinois Municipal Code (65 ILCS 5/8-1-2.5) authorizes municipalities to appropriate and expend funds for economic development purposes, including, without limitation, making grants to any other governmental entity or commercial enterprise deemed necessary or desirable for the promotion of economic development within the municipality; and

WHEREAS, the Village of Homewood provides funds to local business owners through its Façade and Property Improvement Program to promote economic development by improving and maintaining existing commercial buildings; and

WHEREAS, Larry Kane has submitted a request to be partially reimbursed for the cost to replace an air conditioning unit at the property at 18065 Harwood Avenue; and

WHEREAS, the President and Board of Trustees of the Village of Homewood find it to be in the Village's best interest to enter into the agreement attached as Exhibit A.

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

# SECTION ONE - APPROVAL OF REDEVELOPMENT AGREEMENT:

The redevelopment agreement attached as Exhibit A to this resolution is approved and the Village President is authorized to execute the same on behalf of the Village.

1

# **SECTION TWO - EFFECTIVE DATE:**

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

PASSED and APPROVED this 28th day of October, 2025

Village President

ATTEST:

Village Clerk

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

2

## **EXHIBIT A**

# AGREEMENT TO REIMBURSE ELIGIBLE EXPENSES FOR IMPROVEMENTS TO THE PROPERTY LOCATED AT 18065 HARWOOD AVENUE UNDER THE VILLAGE OF HOMEWOOD BUSINESS INCENTIVE PROGRAM

This Agreement is made and entered into on October 28, 2025, between Larry Kane, Jonathan Kane Salon and Spa ("Owner") and the Village of Homewood, an Illinois municipal corporation ("Village").

WHEREAS, Owner has requested financial assistance from the Village to upgrade an existing property within the village's B-2 downtown transition district, including new air conditioning unit; and

WHEREAS, the Owner has obtained a bid to replace the unit for \$7,572; and

WHEREAS, the Village is desirous of the business expansion within downtown Homewood, thereby enhancing the economic viability of the village; and

WHEREAS, the Owner represents and warrants that without financial assistance from the Village, the Project as contemplated would not be economically feasible; and

WHEREAS, Section 8-1-2.5 of the Illinois Municipal Code (65 ILCS 5/8-1-2.5) authorizes municipalities to appropriate and expend funds for economic development purposes, including, without limitation, making grants to any other governmental entity or commercial enterprise deemed necessary or desirable for the promotion of economic development within the municipality; and

NOW, THEREFORE, in exchange for the mutual promises and considerations set forth herein, the Owner and Village agree as follows:

- 1. As authorized by the President and Board of Trustees of the Village of Homewood on October 28, 2025, and subject to the terms of this Agreement, the Village of Homewood agrees to reimburse the Owner for the cost of certain rehabilitation work to be undertaken on the property commonly known as 18065 Harwood Avenue, Homewood, Illinois ("Property"), located in the B-2 Downtown Transition District as defined by the Homewood Zoning Ordinance. The legal description of the Property is attached as Exhibit A to this Agreement.
- 2. The work eligible for reimbursement ("Work") is described in Exhibit B to this Agreement. The Owner has submitted supporting bids totaling \$7,572. The Village

agrees to reimburse Owner \$3,786, representing fifty percent (50%) of the cost of said Work.

- 3. Owner shall be responsible for executing all contracts in connection with said Work and ensuring that the Work is completed in accordance with said contracts. The Owner shall furnish the Village with copies of all contracts for said Work. All Work shall comply with all local codes.
- 4. Within sixty (60) days of the completion of the Work contemplated under this agreement, the Owner shall submit a written reimbursement request to the Village's Community Development Department along with the following documentation:
  - A. Copies of cancelled check(s) or other evidence that Owner has paid for the Work;
  - B. Lien waivers from all general contractors, subcontractors, and materialmen who provided services or materials for the Work.
- 5. Failure to submit a written reimbursement request within sixty (60) days of the completion of the Work contemplated under this agreement shall be grounds for the Village to deny reimbursement. Owner's failure to submit a reimbursement request shall not constitute a default under this Agreement.
- 6. Changes, additions, revisions or deletions to the plans and/or construction documents originally submitted to the Village must be approved by the Village in writing. The Village will review such proposed changes within a reasonable time. However, the Village assumes no responsibility for any delay or additional cost incurred because of this requirement. Final construction shall comply with the approved plans.
- 7. Owner shall not be entitled to reimbursement from the Village under this Agreement if the final construction deviates from the previously approved plans and/or does not comply with all local codes.
- 8. Owner shall allow Village inspectors reasonable access to the Property to determine that the Work complies with the approved plans and local codes.
- 9. Owner shall require all contractors performing the Work to provide worker's compensation and liability insurance in amounts satisfactory to the Village, naming the Village and the Owner as additional insured.
- 10. Owner agrees to comply with all Federal, State, and local laws and regulations. Owner also agrees that it will notify all contractors and subcontractors of their obligation to comply with the Prevailing Wage Act if applicable.

- 11. Owner shall require each contractor to indemnify and hold the Village harmless from all claims arising out of this Agreement resulting from the Owner's or contractor's negligence, including claims for personal injury, wrongful death and property damage. Owner agrees to indemnify and hold the Village harmless from all such claims arising out of this Agreement resulting from the Owner's negligence or willful and wanton conduct.
- 12. Owner hereby agrees to complete Work within twelve (12) months of the execution of this agreement. Failure to complete said Work shall constitute a default under this Agreement.
- 13. Upon completion of the Work, the Owner hereby agrees to maintain the subject property, including landscaping, in compliance with all applicable Village codes. Failure to comply with Village codes constitutes a default under this Agreement.
- 14. Should either party be in default under this Agreement, the non-defaulting party shall give written notice of such default by certified mail with postage prepaid, or by personal delivery. Notice by certified mail shall be considered given when deposited in the United States mail. Should such default remain uncured twenty-one (21) days after the giving of such notice, the non-defaulting party shall have the right to terminate this Agreement by giving written notice of such termination in the same manner and under the same terms as the notice of default. Either party may also seek to enforce its rights under this Agreement as authorized by law.
- 15. Should either party initiate litigation against the other to enforce the terms of this Agreement, the successful litigant shall be entitled to recover court costs and reasonable attorney fees.
- 16. If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.
- 17. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
- 18. In the event of a conflict in the provisions of the text of this Agreement and the exhibits attached hereto, the text of the Agreement shall control and govern.
- 19. Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a

waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

20. Notices under this Agreement shall be sent as follows:

To the Village:

Village Manager Village of Homewood 2020 Chestnut Rd. Homewood IL 60430 With a copy to:

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

To the Owner:

Larry Kane 2033 Evans Road Flossmoor, IL 60422

21. Owner shall return three (3) signed copies of this agreement to the Community Development Department within thirty (30) days of receipt. The Village reserves the right to rescind this Agreement if Owner fails to return the signed Agreements as specified.

6

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the above day and date.

VILLAGE OF HOMEWOOD	JONATHAN KANE SALON AND SPA	
By: Village President	By: Larry Kane, Owner	
ATTEST:	Signed and sworn to before me on, 2025	
Village Clerk	Notary Public	

#### EXHIBIT A

#### Legal Description:

Units C-2 and C-3 together with their undivided percentage interest in the common elements in 18065 Harwood Condominium as delineated and defined in the declaration recorded as Document No. 9021039030, in the Northeast ¼ of the Southwest ¼ of Section 31, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 18065 Harwood Avenue, Homewood, Illinois

PIN: 29-31-310-020-1008

#### EXHIBIT B

Description of Work	Cost
New Air Conditioner	\$7,572

Item 9. J.



### VILLAGE OF HOMEWOOD BUSINESS INCENTIVE PROGRAM APPLICATION

GO GREEN/RETAIL ENHANCEMENT/ FACADE & PROPERTY IMPROVEMENT

Description of Property for Improvement	
Street Address: 18065 HARWOOd	ANR SUITE 3 60430
Property Index Number(s): 29 - 31 - 310 - 03	0-1009
General Description of Project	,
Redare Original	AC UNIT (20+2)
Estimated project cost: 7500	
Anticipated Start Date: 9-15-3035 Anticipated Con	mpletion Date: 9-16-2025
Program requested:	1 18 308 3
☐ Go Green Rewards ☐ Retail Enhancement	Façade & Property Improvement
History of Previous Funding	
Have you previously received funds from the Village:	Yes No
If yes, when and what was the scope of work?	
ACUNIT #1, MA	n Tune of 2025
MC OBIL III	1 Jam 0. 2022
Applicant	
Name: LArry KAR	Telephone:
Address: 18065 Hanward Am # 2	J
City State: 11	Zip Code: 60430
Email Address:	60130
Property Owner (IF DIFFERENT THAN APPLICANT - WRITTEN CONS	ENT REQUIRED)
	LITT RECOINED
Name:	Telephone:
TREE DIENLESTE	
Address: 18065 Manwood Are	Telephone:
Address: 18065 Manwood Au City, State: H.W. I	
Address: 18065 Manwood Au  City, State: H.W. Il  Email Address:	Telephone:
Address: 18065 Manwood Au  City, State: H.W. II  Email Address:  Statement of Understanding/Applicant's Signature	Zip Code: 6075
Address: 18065 Manwood Au  City, State: H.W. II  Email Address:  Statement of Understanding/Applicant's Signature  Participation in the Business Assistance Programs implies that the local codes and ordinances including, but not limited to, America	Zip Code: 60% 5 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
Address: 18065 Manwood Au  City, State: H.W. II  Email Address:  Statement of Understanding/Applicant's Signature  Participation in the Business Assistance Programs implies that the	Zip Code: 6075 O  e applicant agrees to meet all Federal, State and ans with Disabilities Act, Illinois State Plumbing es, and Village of Homewood zoning ordinance.





Kulacz and Sons Heating and Cooling 117 S Harlem Ave Peotone, IL 60468 Phone: (708) 258-4030 www.kulaczandsonshvac.com

Bill to Jonathan Kane Salon and Spa 18065 Harwood Ave Homewood, Illinois 60430 Ship to Jonathan Kane Salon and Spa 18065 Harwood Ave Homewood, Illinois 60430

Customer PO #: Austin

Transaction Date: 10/1/2025

Assigned Tech:

Invoice #: i23626

Item	Description	Quantity	Price	Amount
5TTA3036A3000	Installation of Trane 3 Ton 13 Seer A/C Model #5TTA3036A30003 Serial#253211GE3F	1	\$7,572.00	\$7,572.00
INSTALLADP	Installation of ADP coil	⁴1	\$0.00	\$0.00
	Model #HE2K148A200AA0004AP Serial #7124E41822			
*Warranty	10 year parts 1 year labor	1	\$0.00	\$0.00
	*Maintaining your unit yearly with our preventative maintenance agreement, you will extend your labor warranty per year, up to 10 years.			

Subtotal:

\$7,572.00

Tax:

\$0.00

Total:

\$7,572.00



Dr. Air Inc.

Item 9. J. **ESTIMATE ESTIMATE DATE** Jun 2, 2025 **EXPIRATION DATE** Jun 9, 2025 TOTAL \$10,000.00

Jonathan Kane Salon & Spa 18065 Harwood Ave Homewood, IL 60430

CONTACT US

3649 Chicago Rd Steger, IL 60475

(708) 420 6923

**4** (708) 756-2665

Larrysoffice59@att.net

westondrair@gmail.com

Service completed by: Rob P

#### **ESTIMATE**

Services		unit price	
A/C	1.0	\$10,000.00	\$10,000.00

Install one 13seer 4.0 ton r454 air conditioning condenser. Install one 13seer 4.0 ton 21" r454 cased coil. Five-year factory warranty on parts. One year warranty on labor during normal business hours Monday-Friday 8am-4pm excluding holidays. Rheem will extend parts warranty when applicable to 10 years if customer registers equipment. It is customer's responsibility to register. Warranty requires annual maintenance by licensed professionals.

**Total** 

\$10,000.00

Thank you for choosing Dr. Air Inc., a Division of Community Heating and Cooling Inc., as your Air Quality Specialist! We appreciate your business.





#### Hello, these are your estimates

Location: 18065 Harwood Avenue, Homewood, IL, 60430

ЈОВ ID 254783248

#### Option 1

96.5% 2stage Variable Speed w/ 14 SEER A/C

Your Price

\$15,687.00

View



#### Summary

Set furnace on existing R/A box 20x25x5 Media Cabinet w/ Filter Re configure drain piping and electric to have better access to blower cabinet/filter Adapt 3in PVC to new...



#### S-C-GS-CUEC-9090

Your Price

\$14,642.00

90% to 90% Furnace with AC Install - 59SC6A080M21--20 - Gas Furnace - 26SCA448N003 - Comfort 26SCA4 Air Conditioner 13.4 SEER2-4.0 Tons Single Stage R-454B

154



#### 59SC6A080M21--20

Your Price \$0.00

COMFORT SERIES 96% GAS FURNACE 1-STAGE...

View More



#### 26SCA448N003

Your Price

\$0.00

#### Overview

The Comfort series of air conditioners is designed to give you simple, efficient and affordable cooling. Pair them with the right,...

View More



#### E-AC-EC

Your Price

\$0.00

**Evaporator Coil** 



LPP-3

Your Price

\$0.00

The "King Labor Protection Plan" will cover the labor costs for a King Heating, Cooling, and Plumbing technician to replace and install the part or equipment that is covered under the manufacturer's...

View More

Subtotal \$14,642.00
Tax \$0.00

Total \$14,642.00

Accept Estimate Contact Us



#### **BOARD AGENDA MEMORANDUM**

DATE OF MEETING: October 28, 2025

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Joshua Burman, Public Works Director

**Topic:** Purchase Approval - Police Vehicle (replacement)

#### **PURPOSE**

Public Works requests Village Board approval to purchase one (1) Ford Utility Police Interceptor from Currie Motors Fleet of Frankfort, IL, the lowest proposal received, in an amount not to exceed \$57,142. This vehicle will replace a 2021 Ford Utility Police Inceptor with 65,000 miles that was damaged beyond repair in a recent traffic accident. On October 3, 2025, a Village of Homewood Police vehicle was struck by a civilian vehicle while traveling westbound on 175th Street near Center Street. The impact caused extensive damage, and after an evaluation by the Village's insurance provider, Intergovernmental Risk Management Agency (IRMA), the vehicle was determined to be a total loss. Because the Village was not at fault for the accident, IRMA, as our liability agency will provide the Village with the current value of the total vehicle and will seek reimbursement from the at-fault driver's insurance company as part of the subrogation process.

Maintaining a fully operational patrol fleet is critical to ensuring effective police response, officer safety, and uninterrupted public safety operations. The replacement of this vehicle aligns with the Village's asset management principles, which emphasize maintaining reliable, mission-critical assets at optimal lifecycle stages.

#### **PROCESS**

Following the loss of the vehicle, staff initiated the procurement process to secure a suitable replacement. In accordance with the Village's purchasing policy, the Fleet Division obtained three (3) competitive proposals from nearby authorized Ford dealers. After reviewing availability, delivery timelines, and pricing, the lowest responsive proposal was identified at a cost of \$45,142 for a Ford Utility Police Interceptor. The table shows all three proposals Public Works solicited.

Dealership	Proposed Price	
Currie Motors Fleet	\$45,142	
Terry's Ford	\$45,880	
Sutton Ford	\$48,905	





Vehicle	Purchase Price	Equipment	Upfitting	Total Cost
#15:	\$45,142	\$7,000	\$5,000	\$57,142

This procurement ensures compatibility with existing fleet equipment, allowing for seamless integration of police technology, lighting, and vehicle systems already standardized across the Department's patrol units.

#### **OUTCOME**

Approval of this purchase will allow the Village to replace the totaled vehicle and restore the Police Department's fleet to its full operational capacity. This ensures that the Department maintains sufficient patrol coverage, reduces strain on remaining vehicles, and supports the continued delivery of essential public safety services.

#### FINANCIAL IMPACT

Funding Source: General Fund

Budgeted Amount: \$0

Budget Amendment Request: \$57,142

#### **LEGAL REVIEW**

Not Required

#### RECOMMENDED BOARD ACTION

Approve a budget amendment in the amount of \$57,142; and, authorize the purchase of one (1) Ford Utility Police Interceptor from Currie Motor Fleet of Frankfort, IL in the amount of \$45,142 and the purchase of lighting, accessories, and equipment in the amount of \$12,000, for a total amount not to exceed \$57,142.

Item 9. K.



#### ATTACHMENT(S)

- Currie Proposal
- Pictures

#### Prepared for: , Village of Homewood

#### 2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 520



#### **Client Proposal**

Prepared by: Nic Cortellini

Office: 815-464-9200

Email: ncortellini@curriemotors.com

Quote ID: 2025-HWPW

Date: 10/21/2025



Currie Motors Fleet | 10125 West Laraway Road, Frankfort, IL , 60423

Office: 815-464-9200

Village of Homewood Prepared by: Nic Cortellini 10/21/2025



Currie Motors Fleet | 10125 West Laraway Road Frankfort IL | 60423

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 520 | Quote ID: 2025-HWPW

#### Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	
Base Vehicle Price	\$49,515.00
Options	-\$1,650.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,595.00
Subtotal	\$49,460.00
Discount Adjustments	
Discount Adjustments	-\$4,318.00
Total	\$45,142.00

Customer Signature Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

9

Village of Homewood Prepared by: Nic Cortellini 10/21/2025



Currie Motors Fleet | 10125 West Laraway Road Frankfort IL | 60423

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 520 | Quote ID: 2025-HWPW

#### Warranty

#### **Standard Warranty**

Basic Warranty

Basic warranty 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty 60 months/100,000 miles

Corrosion Perforation

Corrosion perforation warranty 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty 60 months/60,000 miles

Hybrid/Electric Components Warranty

Hybrid/electric components warranty 96 months/100,000 miles

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Prepared by: Nic Cortellini Village of Homewood

10/21/2025

# 2025 Police Interceptor Utility AWD Base (K8A)

Currie Motors Fleet | 10125 West Laraway Road Frankfort IL | 60423

Price Level: 520 | Quote ID: 2025-HWPW

Major Equipment		As Configured Vehicle	MSRP
(Based on selected options, shown at right)	Exterior: Agate Black	STANDARD VEHICLE PRICE	\$49,515.00
יסיטיים מעוטוומווס	Front Bucket Seats w/Vinyl Rear	Order Code 500A	N/C
* 40 × 0 in the front from the North House Section 1	+	3.73 Axle Ratio	Included
* P255/60RW18 AS BSW front and rear tires	<ul> <li>Class III tow rating</li> <li>Voerdrive transmission</li> </ul>	GVWR: 6,840 lbs (3,103 kgs)	Included
* Lock-up transmission	* Transmission electronic control	Tires: 255/60R18 AS BSW	Included
* Alternator Amps: 250A	* Stainless steel dual exhaust	Wheels: 18" x 8" 5-Spoke Painted Black Steel	Included
* All-speed ABS and driveline traction control	* Battery rating: 850CCA	Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Incliided
* HD lead acid battery	<ul><li>* Fuel tank capacity: 21.40 gal.</li></ul>		5
<ul> <li>Steering wheel mounted audio controls</li> </ul>	* Bluetooth wireless audio streaming	Monotone Paint Application	STD
* 8 inch primary display	* AM/FM stereo radio	119" Wheelbase	STD
* AM/FM	* Seek scan	Radio: AM/FM/MP3 Capable	Included
* Auxiliary input jack	* External memory control	50-State Emissions System	OTS
* Vehicle body length: 198.8"	* Wheelbase: 119.1"		2
* Standard ride suspension	* Trip computer	SYNC Proenix Communication & Entertainment System	Included
* Rear window defroster	* Power door mirrors	رامیان مینی ۸	
* Manual folding door mirrors	* LED brake lights	Agale black	S S
* Deep tinted windows	* Variable intermittent front windshield wipers	Charcoal Black w/Unique HD Cloth Front Bucket Seats	eats
* Speed sensitive wipers	* Automatic climate control		2
* Dual-zone front climate control	* Rear under seat climate control ducts	Engine: 3.3L V6 Direct-Injection	-\$2,330.00
* Driver front impact airbag	* Seat mounted side impact driver airbag	Transmission: 10-Speed Automatic (44U)	N/C
* Passenger front impact airbag	* Seat mounted side impact front passenger airban	Front & Rear Police Wire Harness Connector Kit	\$200.00
	D	Global Lock/Unlock Feature	N/C

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availa or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Nic Cortellini Village of Homewood

10/21/2025

# 2025 Police Interceptor Utility AWD Base (K8A)

Currie Motors Fleet | 10125 West Laraway Road Frankfort IL | 60423

Price Level: 520 | Quote ID: 2025-HWPW

Major Equipment		As Configured Vehicle	MSRP
* Airbag occupancy sensor	* 7 airbags	Rear-Door Controls Inoperable	\$80.00
<ul> <li>Electronic stability control system with anti- rollover</li> </ul>	* Manual rear child safety door locks	Driver Only LED Bulb Spot Lamp (Unity)	\$400.00
* Fixed rear seats	* 35-30-35 folding rear seats	Front License Plate Bracket	C/N
* Front facing rear seat	* Fold forward rear seatback		
<ul> <li>Height adjustable rear seat head restraints</li> </ul>	* Manual rear seat head restraint control	SUBTOTAL	\$47.865.00
* 3 rear seat head restraints	* Split-bench rear seat		, , , , , , , , , , , , , , , , , , ,
* Bucket front seats	* Driver seat with 8-way directional controls	Destination Charge	00.385.00
<ul> <li>Front passenger seat with 8-way directional controls</li> </ul>	<ul> <li>Height adjustable front seat head restraints</li> </ul>	TOTAL	\$49,460.00
<ul> <li>Manual front seat head restraint control</li> </ul>	* Manual reclining driver seat		
<ul> <li>Power height adjustable driver seat</li> </ul>	<ul> <li>Power driver seat fore/aft control</li> </ul>		
<ul> <li>Power driver seat cushion tilt</li> </ul>	<ul> <li>Power reclining passenger seat</li> </ul>		
<ul> <li>Power height adjustable control passenger seat</li> </ul>	<ul> <li>Power passenger seat fore/aft control</li> </ul>		
<ul><li>Cloth front seat upholstery</li></ul>	<ul> <li>Vinyl front seatback upholstery</li> </ul>		
<ul> <li>Driver seat with 2-way power lumbar</li> </ul>	<ul> <li>Front passenger seat with 2-way power lumbar</li> </ul>		
* 4-wheel disc brakes	<ul> <li>4-wheel antilock (ABS) brakes</li> </ul>		
* Brake assist system	* Hill start assist		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availa or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

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Prepared for:

Village of Homewood Prepared by: Nic Cortellini

10/21/2025

2025 Police Interceptor Utility AWD Base (K8A)

Currie Motors Fleet | 10125 West Laraway Road Frankfort IL | 60423

Price Level: 520 | Quote ID: 2025-HWPW

Fuel Economy



Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, avails or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Village of Homewood Prepared by: Nic Cortellini 10/21/2025



Currie Motors Fleet | 10125 West Laraway Road Frankfort IL | 60423

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 520 | Quote ID: 2025-HWPW

#### As Configured Vehicle

Code Description MSRP

**Base Vehicle** 

K8A Base Vehicle Price (K8A) \$49,515.00

**Packages** 

500A Order Code 500A N/C

Includes:

- 3.73 Axle Ratio

- GVWR: 6,840 lbs (3,103 kgs)

- Tires: 255/60R18 AS BSW

- Wheels: 18" x 8" 5-Spoke Painted Black Steel

Includes polished stainless steel hub cover and center caps.

- Unique HD Cloth Front Bucket Seats w/Vinyl Rear

Includes reduced bolsters, 6-way power track driver seat (fore/aft, up/down, tilt with manual recline, 2-way manual lumbar), 8-way power track passenger seat with 2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks.

- Radio: AM/FM/MP3 Capable

Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port and 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem.

- SYNC Phoenix Communication & Entertainment System

Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.

**Powertrain** 

99B Engine: 3.3L V6 Direct-Injection -\$2,330.00

(1**36-MPH top spee**d). Deletes regenerative braking and lithium-ion battery pack; adds 250-amp

alternator and replaces 19-gallon tank with 21.4-gallon tank.

44U Transmission: 10-Speed Automatic N/C

(44U)

STDAX 3.73 Axle Ratio Included

STDGV GVWR: 6,840 lbs (3,103 kgs) Included

Wheels & Tires

STDTR Tires: 255/60R18 AS BSW Included

STDWL Wheels: 18" x 8" 5-Spoke Painted Included

Black Steel

Includes polished stainless steel hub cover and center caps.

**Seats & Seat Trim** 

9 Unique HD Cloth Front Bucket Seats Included

w/Vinyl Rear

Village of Homewood Prepared by: Nic Cortellini 10/21/2025



Currie Motors Fleet | 10125 West Laraway Road Frankfort IL | 60423

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 520 | Quote ID: 2025-HWPW

#### As Configured Vehicle (cont'd)

Code Description

Includes reduced bolsters, 6-way power track driver seat (fore/aft, up/down, tilt with manual recline, 2-way manual lumbar), 8-way power track passenger seat with 2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks.

#### Other Options

PAINT

Monotone Paint Application

STD

MSRP

119WB

119" Wheelbase

STD

**STDRD** 

Radio: AM/FM/MP3 Capable

Included

Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at https://fordpro.com/en-us/telematics/ or call 1-833-811-FORD (3673).

Includes 100 walt siren/speaker prep kit, clock, 4 speakers, 1 USB port and 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem.

#### Includes

- SYNC Phoenix Communication & Entertainment System

Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.

67V

#### Front & Rear Police Wire Harness

\$200.00

Connector Kit

For connectivity to Ford PI Package solutions includes front (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector, (1) 14-pin IP connector, rear (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector and (1) 14-pin IP connector.

153

Front License Plate Bracket

N/C

51R

Driver Only LED Bulb Spot Lamp

\$400.00

(Unity)

68G

Rear-Door Controls Inoperable

\$80.00

Locks, handles and windows. Can manually remove window or door disable plate with special tool. Locks/windows operable from driver's door switches.

18D

Global Lock/Unlock Feature

N/C

Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates the 45-second liftgate lock release + paitro timer. Overhead liftgate button and blue liftgate release button on key fob will not have any function when pressed with this option.

#### **Emissions**

425

50-State Emissions System

STD

**TOTAL** 

Village of Homewood Prepared by: Nic Cortellini 10/21/2025



Currie Motors Fleet | 10125 West Laraway Road Frankfort IL | 60423

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 520 | Quote ID: 2025-HWPW

As	Configured	Vehicle (	(cont'd)	į
	J		( /	

Description Code **MSRP** Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine. **Exterior Color** N/C UM\_01 Agate Black **Interior Color** N/C 9W\_01 Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear **Upfit Options** 01 Certificate of Origin \$0.00 **SUBTOTAL** \$47,865.00 **Destination Charge** \$1,595.00

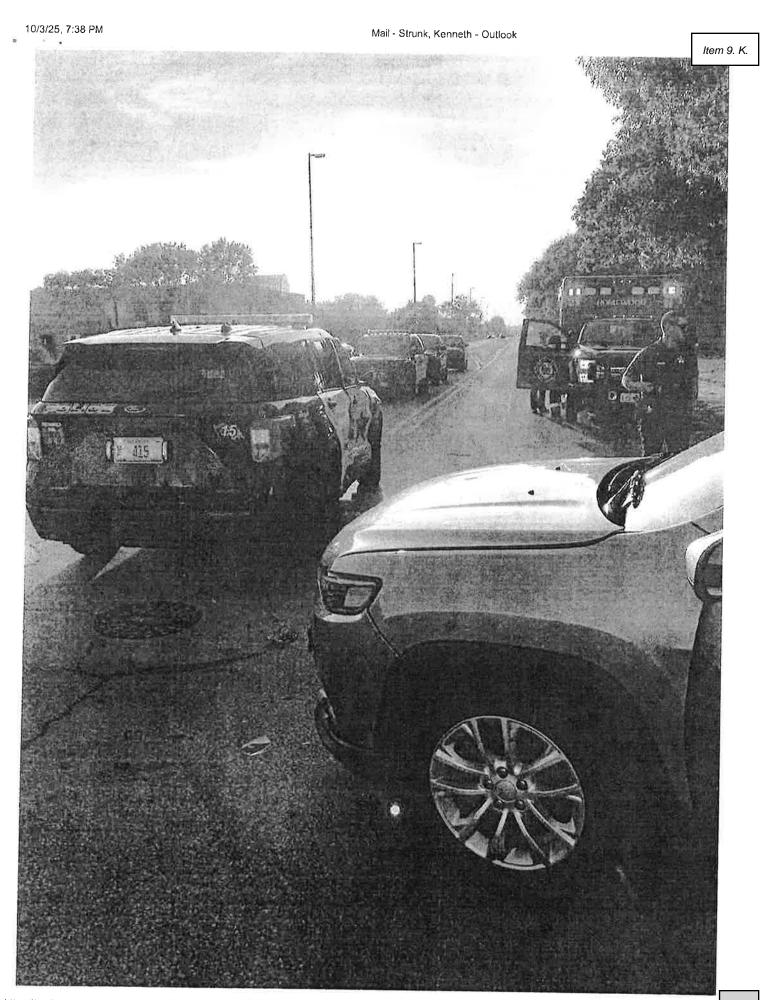
Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

8

\$49,460.00



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https://outlook.office.com/mail/inbox/id/AAQkADJhOWM3NDIiLTkzMWQtNDQ4Zi1hZGQxLTA5ZWM0NTE0ZmVhMAAQACrA5tYL%2FM9Ch0Cz8Do9...



#### **BOARD AGENDA MEMORANDUM**

**DATE OF MEETING: October 28, 2025** 

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Joshua Burman, Public Works Director

**Topic:** Sanitary Lift Station #9 – Emergency Repairs

#### **PURPOSE**

Public Works requests approval of a budget amendment for emergency repairs and authorization to waive competitive bidding for the emergency purchase of a new above-ground, stainless-steel enclosure and for the replacement of all the electrical, control components required to operate Lift Station #9. from Metropolitan Industries of Romeoville, IL in the amount of \$109,639.00 with an additional 10% contingency of up to \$120,602.90.

#### **PROCESS**

On Monday, September 8, 2025, at about 1:45 p.m., Public Works staff discovered that Lift Station #9 had flooded. The dry well was fully submerged, and both pumps were inoperable due to a power loss which was traced to blown fuses on a ComEd service pole. This caused sewage to overflow from the wet well to the dry well.

At 2:14 p.m., staff reported the outage to ComEd, and a crew was dispatched. To maintain service and prevent overflow, Public Works deployed a rental pump until repairs could be completed. The following morning, September 9 at 8:00 a.m., ComEd returned to trim vegetation and replace the fused switches.





183<sup>rd</sup> Street



After power was restored, inspections showed that both pumps needed removal and repair, at a cost of \$18,997.32. The station's electrical system and dry-well interior were also heavily damaged. Staff obtained a \$109,639 proposal to move all controls above ground in a new stainless-steel enclosure and replace damaged parts, including the transducer, float switches, disconnects, heater, and exhaust fan. Relocating the controls aligns with the Village's long-term plan to convert Lift Stations 7, 8, and 9 to wet-well systems with equipment above flood elevation.

Due to the emergency situation, risk to sanitary service, and need to complete repairs before colder weather, staff requests Board approval of a budget amendment and waiver of competitive bidding to authorize Public Works to contract with Metropolitan Industries for \$109,639, plus a 10% contingency (\$120,602.90 total). The contingency will cover unforeseen costs related to underground work. Any expenses beyond this amount will be brought to the Board as a change order.

Currently, the Village is incurring costs for the rental bypass pump in the amount of \$5,681.72 per month. This rental will be necessary until full station restoration is complete. Staff has initiated outreach to ComEd for reimbursement, since the root cause originated with their fused switches.

The Village's Contingency Fund policy was approved by the Village Board in April 2022. The policy was created to have funds available for expenses incurred that could not have been anticipated during the time of budget discussions and budget approval. The Village attempts to budget a contingency fund each year in the Finance Department budget equal to 1% of total General Fund expenses (\$275,000 in Fiscal Year 2025-2026).

A list of expenses that are appropriate for use of this contingency fund are as follows:

- large equipment failure
- unplanned legal expenses
- overtime costs due to social emergencies, e.g. community disruption
- spikes in fuel and energy costs
- unexpected recruitment costs due to unforeseen position openings
- information technology service overruns
- risk management (IRMA) insurance overruns

#### **OUTCOME**

Approval of a budget amendment and authorizing this emergency repair will restore full operational capability to Lift Station #9 and permanently reduce the risk of repeat failures by relocating controls above grade and installing robust replacement components. This work will enhance system reliability, protect public health, comply with regulatory standards, and avoid far more costly repair or remediation if an overflow were to occur. The project also aligns with the

#### Item 9. L.

#### VILLAGE OF HOMEWOOD



Village's asset-management strategy and CIP planning for converting legacy dry-well stations into modern wet-well facilities at key sites.

#### **FINANCIAL IMPACT**

- Funding Source: General Fund Contingency/Emergency Funds \$275,000
- Budgeted Amount: \$0
- Budget Amendment Requested: \$120,602.90

#### **LEGAL REVIEW**

Not Required

#### RECOMMENDED BOARD ACTION

Approve a budget amendment transfer of \$120,602.90 from the Contingency Fund line item; and, waive competitive bidding to approve an emergency purchase of a stainless-steel above-ground enclosure and the replacement of new electrical and control components at Lift Station #9 from Metropolitan Industries of Romeoville, IL in the amount of \$109,639.00 with an additional 10% contingency of up to \$120,602.90. This approval will authorize the Village Manager to execute the necessary agreements and payment approvals required to complete this project.

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

- Attachment A Metropolitan Industries
- Attachment B ComEd Claim

#### **METROPOLITAN**

#### **QUOTATION**

Item 9. L.

PUMP COMPANY A DIVISION OF METROPOLITAN INDUSTRIES, INC.

37 FORESTWOOD DR. • ROMEOVILLE, IL 60446-1343 (815) 886-9200

www.metropolitanind.com

Page 1 of 2

PROJECT: Lift Station #9

Electrical / Controls Upgrade

Homewood, IL.

TO: Mr. Eric Fritz - Homewood Public Works

We are pleased to provide this QUOTATION for the following equipment and services for the subject project.

#### Homewood, IL. - Lift Station #9 Controls Upgrade:

QTY	Description	
1	Freestanding Stainless Steel, NEMA 3R Enclosure containing the following:	
	1/L Climate Control Devices (Heater, Cooling Fans, Insulation, T-Stats)	
	1 SE Rated Manual Transfer Switch (Fuses Included)	
	1 Enclosure Interior Light & Caged Alarm Light	
	1 Transformer (240 Volt, 3 Phase Primary / 120/240 Volt, 1 Phase Secondary)	
	1 120 Volt Convenience Outlet	
	1 Pump Control Panel Including the following:	
	1 Enclosure, Painted Steel, NEMA 3R (including sub-panel & Non-Fused Disconnect)	
	1 MicroLogix 1400 PLC with Memory Module and LMSII Control Program	
	1 Touchscreen, 7" LCD Color	
	1 Ethernet Switch Including Patch Cables	
	1/L Intrinsically Safe Circuitry & Components	
	2 Motor Starter Assemblies (Breakers, Contactors & Overloads)	
	1/L Circuit Breakers, Fuse Blocks, Distribution Blocks, Terminal Blocks, Lugs	
	1/L Power Supplies, Relays, Timers, Operator Switches, Operator Lights, ETMs	
	1/L UPS Battery Back-up	
	1/L Heater with T-Stat	
	1/L Cellular Modem, Antennas, Surge Suppressors, Connectors, Cable & Reboot Relay	
	1 Surge Arrestor	
	2 Current Transducers	
	1 Float Back-up Module	
1	Submersible Transducer	
4	Float Switches	
2	Electrical Disconnects (Pump Motors in Vault)	
1	Vault Heater	
1	Vault Exhaust Fan	

TERMS: Net 30 days from date of Invoice. All invoices are payable in full when due, with no retalnage allowed.

THIS QUOTATION, SUBJECT TO THE CONDITIONS ON THE REVERSE SIDE HEREOF, MAY BE ACCEPTED ONLY BY SIGNING ONE COPY OF THIS QUOTATION AND RETURNING IT TO METROPOLITAN PUMP CO. NOT LATER THAN THE DATE INDICATED ON THE FACE HEREOF AFTER WHICH THIS QUOTATION IS VOID. THIS QUOTATION AFTER ACCEPTANCE BY BUYER MAY BE CANCELLED BY EITHER PARTY WITH NO PENALTY ONLY IF ENGINEER FAILS TO APPROVE SELLERS APPROVAL BROCHURE.

Accepted:	Quotation No:	Keith092425MS
Firm:	Submitted:	September 24, 2025
By:	Void after:	30 Days
Title:	Prepared By:	Keith Girup

#### **METROPOLITAN**

### PUMP A Division of ME

#### QUOTATION

Item 9. L.

PUMP COMPANY
A DIVISION OF METROPOLITAN INDUSTRIES, INC.

37 FORESTWOOD DR. • ROMEOVILLE, IL 60446-1343 (815) 886-9200

www.metropolitanind.com

Page 2 of 2

PROJECT:

Lift Station #9

Electrical / Controls Upgrade

Homewood, IL.

#### Homewood, IL. - Lift Station #9 Controls Upgrade: (Continued)

QTY	Description		
1	Vault Sump Pump		
1	Vault Flood Switch		
1	Conduits - Fittings - Wires		
1/L	Installation  De-energize, disconnect, remove service feeders from ComEd Meter into Existing SE MTS Remove Existing Strut and SE MTS F&I New Concrete Pad for New Freestanding Controls Enclosure Install New Freestanding Controls Enclosure on New Concrete Pad Transplant Existing Generator Receptacle to New Freestanding Controls Enclosure F&I New Service Conductors from ComEd Meter to New SE MTS F&I New Conduit and Wires From Circuit Breakers in Control Panel to Vault Loads F&I New Pump Motor Disconnects, Seal-Tite & Wire to Existing Motors F&I New Conduit, Floats & Transducer From Control Panel to Wet Well F&I New Exhaust Fan, Sump Pump, Heater & Flood Switch		
1/L	Start-up / SCADA Integration / Training		
1/L	Freight		
1/L	Submittals / Operation Manuals		

Your COST for the described equipment and services is:	\$109,639.00
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#### **Notes & Clarifications:**

\* The monthly charge will be \$50 for (1) Verizon Private IP Network - Cellular to MetroCloud Service (250 tags / 5 Minute Polls)

**Not Included:** Permits, Fees, Special Licenses, Bonds, Allowances, Pumps, Motors, Generator Receptacle,

Monthly MetroCloud Fee, Bypass Pumping and Anything not listed.

#### TERMS: Net 30 days from date of Invoice. All invoices are payable in full when due, with no retainage allowed.

THIS QUOTATION, SUBJECT TO THE CONDITIONS ON THE REVERSE SIDE HEREOF, MAY BE ACCEPTED ONLY BY SIGNING ONE COPY OF THIS QUOTATION AND RETURNING IT TO METROPOLITAN PUMP CO. NOT LATER THAN THE DATE INDICATED ON THE FACE HEREOF AFTER WHICH THIS QUOTATION IS VOID. THIS QUOTATION AFTER ACCEPTANCE BY BUYER MAY BE CANCELLED BY EITHER PARTY WITH NO PENALTY ONLY IF ENGINEER FAILS TO APPROVE SELLERS APPROVAL BROCHURE.

Accepted:	Quotation No:	Keith092425MS
Firm:	Submitted:	September 24, 2025
By:	Void after:	30 Days
Title:	Prepared By:	Keith Girup

#### (Domestic Shipments)

#### 1 TERMS

Standard terms are net thirty days from date of invoice Products are sold F.O.B. Factory unless otherwise stated. A 2% per month service charge is added to overdue accounts.

It is understood that the purchaser agrees to pay any and all costs incurred in collecting delinquent accounts, including by way of illustration but not limited to: reasonable attorney fees; costs of witnesses and expert witnesses, including travel from point of origin and return, subsistence and recompense for time lost from regular occupation; court costs, depositions, transcripts, etc.

Quotations are subject to acceptance within thirty days from the date, and in the interim, are subject to changes in price or other particulars upon notice.

All offers to purchase, quotations, and contracts of sales are subject to final acceptance by Metropolitan Pump (hereinafter called the Company) at its office at Romeoville IL: and shall be and constitute an Illinois Contract, subject to the laws of the State of Illinois.

#### 2 SALES AND SIMILAR TAXES

Sales, use, occupational, excise, or other similar taxes are not included in the prices quoted and if this transaction is subjected to any such tax by any taxing authority whatever, the same must be added to the purchase price.

#### 3 DELIVERIES

The Company shall be under no liability for failure to make deliveries where such failure to deliver may be due to fires, strikes, accidents, labor or transportation difficulties, car shortage, failure to obtain deliveries of materials, action of any State, Federal or local governments or other causes beyond its reasonable control.

#### 4 ESTIMATED SHIPPING WEIGHTS

The Company will not be responsible for the accuracy of shipping weights submitted in quotations, as these weights are estimated weights, for use in computing probable freight charges.

#### 5 GUARANTEES

#### RATED OUTPUT

The Company guarantees that the apparatus manufactured by it will deliver successfully its output as indicated on the nameplate, provided such apparatus is properly installed and maintained, correctly lubricated operated under normal conditions and with competent supervision.

#### REPLACEMENT OF DEFECTIVE MATERIAL

Any pans which show faulty workmanship or material will be repaired or replaced without charge F.O.B. Company's works, provided such defects develop under normal and proper use within three months after date of shipment and provided Purchaser shall give notice In writing to the Company and a chance to Inspect such defects before repairing or altering the product in any way. The correction of such defects by repair or replacement by the Company shall constitute a fulfillment of its obligation to the Purchaser.

#### NON-LIABILITY FOR LOSS OR DAMAGE

The Company will not be responsible for or liable for any loss or damage resulting harm improper storage or handling prior to placing the apparatus in service and will not assume any responsibility, expense or liability for repairs made outside Its works without proper written consent of the company, The Company will not be responsible or liable for any damage or loss resulting from installation or operation in any manner not complying with installation or operating Instructions or drawings or with the ratings marked thereon.

#### CONTINGENT LIABILITY

The Company will not be responsible or liable in any way for consequential damage or contingent liability resulting from nondelivery, late delivery, function, malfunction or nonfunction or any equipment sold hereunder or resulting from any service provided or from malfeasance or nonfeasance of any service provided hereunder.

#### 6. CHANGES

In event the Purchaser finds it necessary to make changes in the work to be performed hereunder, he may do so only by written order. If such changes cause an increase or decrease in the amount due for apparatus sold hereunder, or in the time required for completion of resulting order, an equitable adjustment shall be made and the order shall be modified accordinally

#### 7. TERMINATION

In the event Purchaser, due to good and sufficient cause, desires to effect cancellation of sales or services sold hereunder, notice shall be given in writing to the Company.

The Company shall thereupon, as directed, cease work and deliver to the Purchaser all completed and partially completed articles and materials and work in process. The Purchaser shall pay the Company the following:

- (a) The price provided in the order for all articles or materials which have been completed prior to termination.
- (b) Actual expenditures made by the Company in connection with the incompleted portion of the order, including reasonable cancellation charges paid by the Company for which it may be liable on account of commitments made under the order.
  - (c) Reasonable estimated profits on the incompleted portion of the order multiplied by the percentage of completion of the incompleted portion of the order.

#### 8. DEFERRED DELIVERIES

Deferred deliveries are subject to Company's approval, Should the Purchaser for good and sufficient cause desire that we hold up or defer deliveries until some later day, same shall be acceptable on the following conditions only:

- (a) Deferment period is not to exceed sixty days, at the end of which time, if no release is given, Company reserves the right to render invoice and make shipment of the completed portion of order to destination specified in Purchaser's order, or to warehouse such apparatus at Purchaser's expense.
- (b) On the incompleted portion of the order, if release is not given by the Purchaser at the expiration of sixty days, the Company reserves the right to make a cancellation charge on the same conditions and terms of payment as outlined above under "Termination."

#### 9, PATENTS

The Company certifies that to the best of its knowledge the apparatus sold hereunder does not infringe any Leners Patent granted to others by the United States of America or by any country foreign thereto. The Company does not assume any responsibility or liability for any claim of infringement brought against the Purchaser, its successors, assigns, customers or users of its product.

#### 10. PAYMENTS

If, in the judgment of the Company, the financial condition of the Purchaser at any times does not justify continuance of the production or shipment on the terms of payment specified, the Company may require full or partial payment in advance,

Pro rata payments shall become due as shipments are made. If shipments are delayed by the Purchaser, payments shall become due from date when the Company is prepared to make shipment. If manufacture is delayed by the Purchaser, payment shall be made based on the contract price and the percentage of completion. Apparatus held for the Purchaser shall be at the risk and expense of the Purchaser.

#### 11 FEDERAL AND STATE LAWS

The Company, to the best of its knowledge, is complying with The Fair Labor Standards Act, Public Contracts Act and all other applicable State and Federal Laws, and the orders and regulations issued thereunder

#### 12 GENERAL

There are no understandings, agreements or warranties, either verbal or written, relating to the apparatus sold hereunder that are not fully expressed herein and no change in the terms hereof may be made except by a writing signed by both parties.

No statement, recommendation or assistance made or offered by Company through its representatives to the Purchaser or his representatives In connection with the use of any product sold by us shall be or constitute a waiver by Company of any of the provisions hereof or Change the purchaser's liability as herein defined.

#### Sewage Lift Station #9 – Incident Report September 8, 2025

On Monday, September 8th, 2025 at 1:45pm during a routine inspection, Public Works personnel identified that our Sanitary Lift Station, #9 was significantly overfull. Recognizing the potential for operational disruption, the team promptly opened the drywell to determine why the pumps were not functioning. Upon inspection, it was discovered that the drywell was completely filled with sewage.

A thorough investigation revealed that the station had lost electrical power. Public Works staff traced the issue to the fused switches located on the power pole to the north of the station and determined that one of the fuses had tripped.

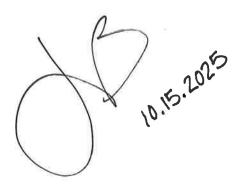
Eric Fritz, Utility Supervisor immediately contacted ComEd at 2:14 PM on September 8th, 2025, to report the outage. A ComEd crew member was promptly dispatched to restore power. In the interim, to ensure the continuity of operations and prevent any environmental or public health issues, a rental pump was mobilized to manage the flow at the station. This rental pump carries a cost of \$5,681.72 per month, but was critical in maintaining safe operation while the electrical issues were being addressed.

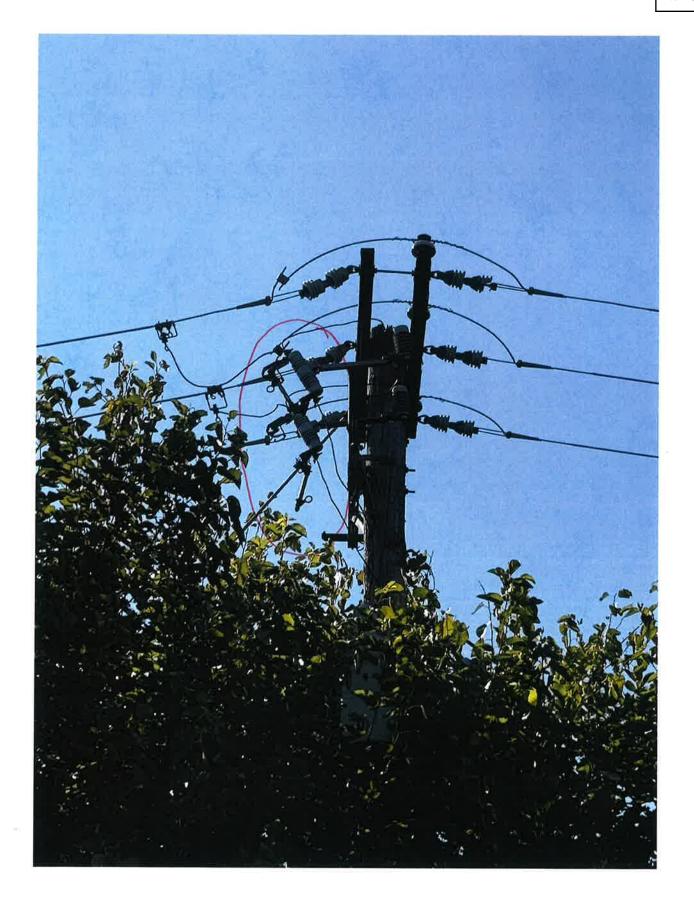
On Tuesday, September 9th, at approximately 8:00 AM, ComEd returned to clear overgrown trees surrounding the power pole and replace the two fused switches that were found to be faulty. Thanks to the swift coordination between Public Works and ComEd, power was successfully restored. However, normal operations at Lift Station #9 have not yet resumed due to extensive damage caused by the outage.

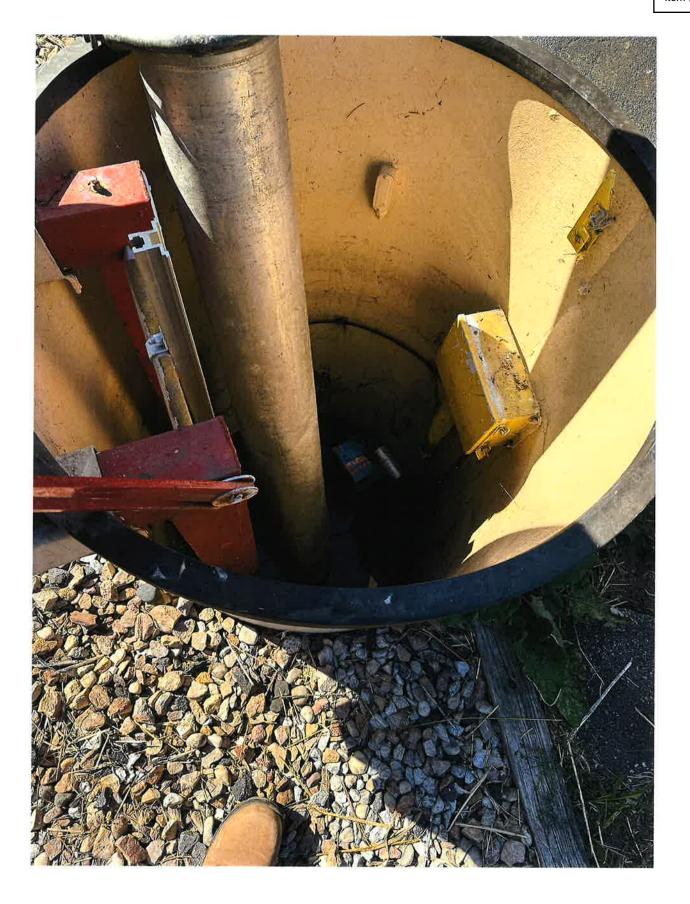
Both pumps required removal and service to verify proper operation, totaling \$18,997.32 (see attached). Additionally, all electrical components within the station were damaged after being submerged, and significant time was required to dry out the drywell. A proposal totaling \$109,639.00 (see attached) was provided to relocate all controls above ground into a new control cabinet and replace the damaged electrical components with new.

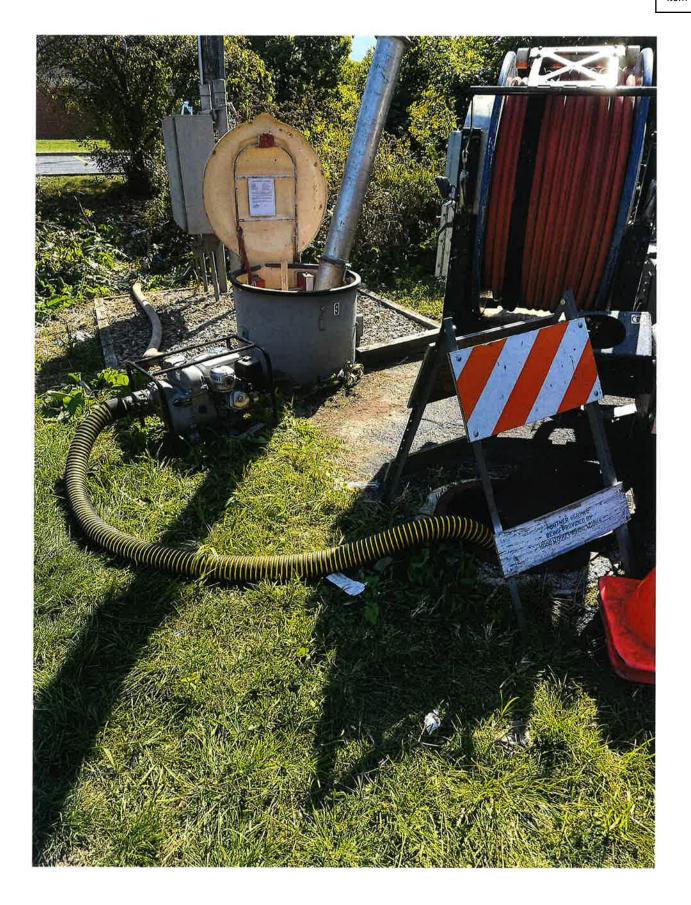
The incident at Lift Station #9 resulted from a power failure traced to faulty fused switches on the nearby ComEd power pole. Despite the prompt response and coordination between Public Works and ComEd to restore power, the outage caused extensive damage to the station's pumps and electrical components. Given that the root cause of this event was determined to be a failure in ComEd's fused switches, the Village respectfully requests ComEd's consideration and support in covering or reimbursement of these expenses associated with restoring normal operations at Lift Station #9. The Village values its partnership with ComEd and appreciates any assistance or collaboration in resolving this matter.

Joshua Burman, Director of Public Works
708.206.3470 | jburman@homewoodil.gov

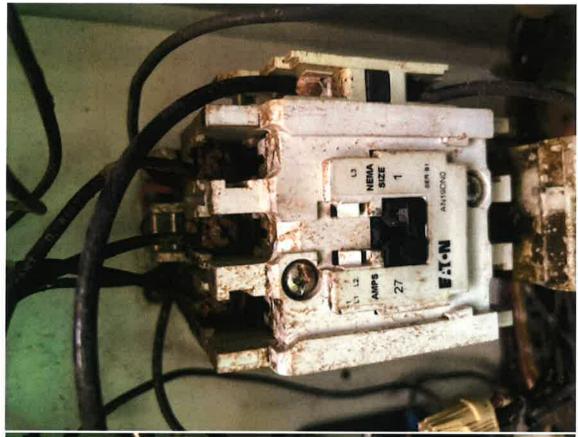


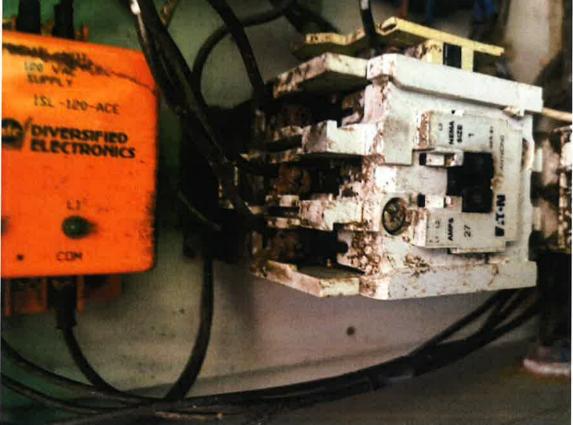


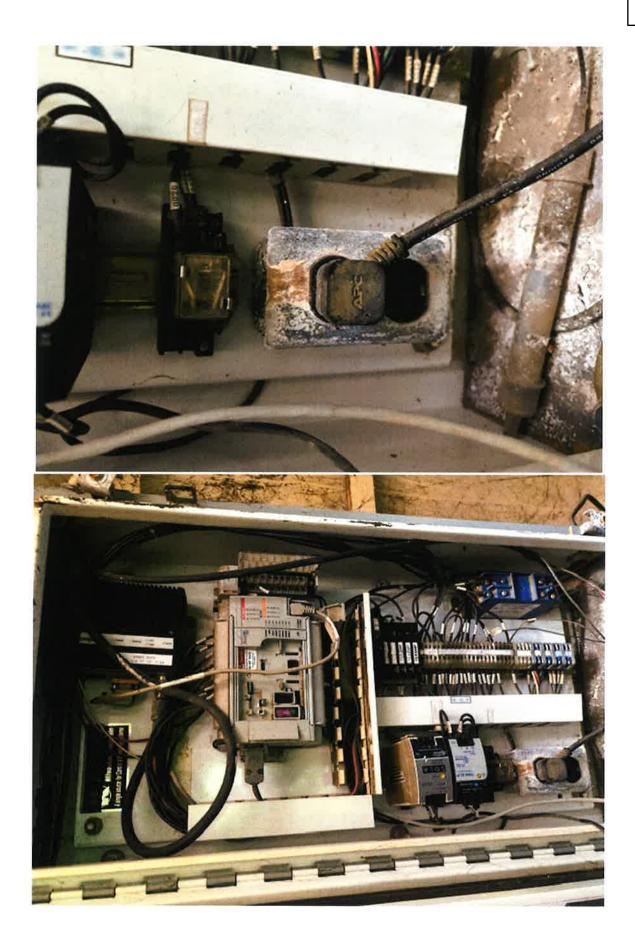














### **BOARD AGENDA MEMORANDUM**

**DATE OF MEETING: October 28, 2025** 

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Joshua Burman, Public Works Director

**Topic:** Bid Award – Replacement and Resetting of Brick Pavers throughout the Central Business

District

### **PURPOSE**

Public Works seeks Village Board approval to award a contract to GC Designs of Minooka, IL in the amount of \$16,110, for the replacement and resetting of brick pavers within the Village's Central Business District (CBD). Each year, the Public Works Department inspects brick pavers in our CBD to identify uneven, damaged, or settled sections that pose tripping hazards or detract from the appearance of the Village's streetscape. These pavers are part of the Village's long-term investment in creating a safe, attractive, and pedestrian-friendly downtown environment, and periodic maintenance is essential to preserve their integrity and accessibility.



### **PROCESS**

To complete this year's budgeted maintenance, Public Works developed specifications outlining the replacement of 630 bricks and resetting 900 sq. ft. of existing pavers. Resetting refers to the process of removing existing pavers, regrading or compacting the stone base to correct settlement or unevenness, and reinstalling the same bricks flush with surrounding surfaces. This process restores both safety and appearance without requiring full replacement.

An Invitation to Bid (ITB) was publicly advertised on October 6, 2025 with a scheduled public bid opening on October 22, 2025. The advertisement resulted in three (3) qualified contractors submitting bids. These bids were reviewed for completeness, responsiveness, and compliance with Village specifications. The bid tabulation is listed below.



Bid Specifications	Bidders		
	C & T	GC Designs	<b>Construction Design</b>
	Landscape		Group
Resetting of 900 sq. ft. of brick pavers	\$23.30	\$16.50	\$22.22
Unit price to replace one brick	\$17.84	\$2.00	\$13.33
Price per sq. ft. for any additional work outside	\$23.30	\$16.50	\$22.22
of the 900 sq. ft.			
Total Cost based on specifications for 900 sq.	\$32,209.20	\$16,110.00	\$28,395.90
ft. and 630 brick replacements			

GC Designs submitted the lowest responsible bid and has successfully performed similar work for other municipalities. Based on their qualifications and bid amount, staff recommends awarding the project to GC Designs.

Upon Board approval, work will be scheduled for completion during the fall construction season. The contractor will coordinate closely with downtown businesses to minimize disruptions and maintain pedestrian access.

### **OUTCOME**

Approval of this bid award allows the Village to address deteriorated and uneven paver areas within the CBD before the winter season. This work will enhance public safety, maintain ADA accessibility, and preserve the Village's investment in its decorative downtown streetscape. Proactive maintenance such as this helps prevent more costly large-scale reconstruction in the future and supports the continued vitality and appearance of the downtown area.

### **FINANCIAL IMPACT**

Funding Source: General Obligation Limited Bond Fund Proceeds

Budgeted Amount: \$50,000

Cost: \$16,110

### **LEGAL REVIEW**

Not Required

### RECOMMENDED BOARD ACTION

Award the bid for Brick Paver Replacement and Resetting in the Central Business District to GC Designs of Minooka, IL, the lowest responsible bidder, in the amount of \$16,110 and authorize the Village Manager to execute the necessary contract documents.

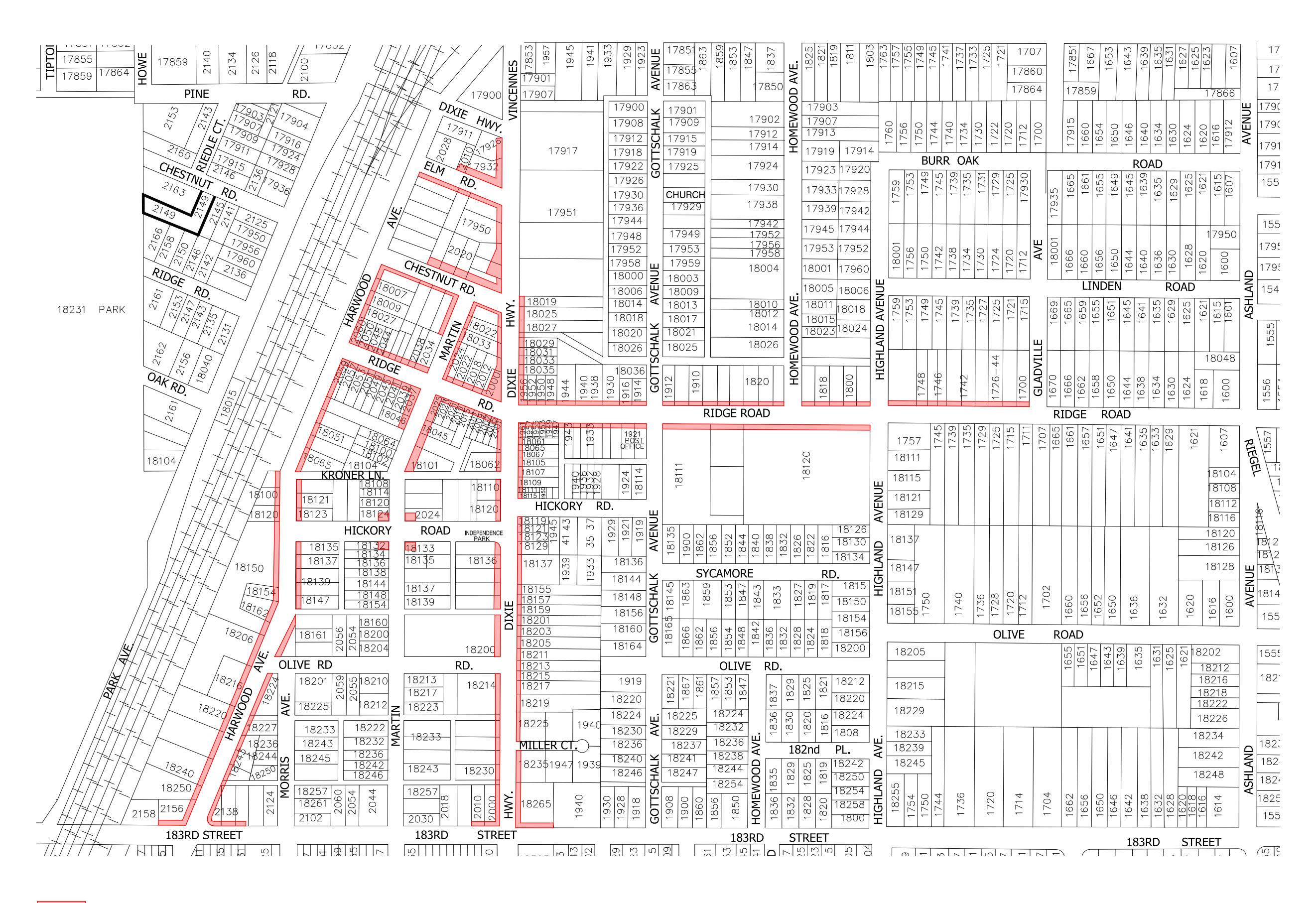
Item 9. M.



# **ATTACHMENT(S)**

- Map of 2025 CBD Paver Resetting Areas
- Attachment A Invitation to Bid
- Attachment B Bid Tabulation Sheet
- Attachment C GC Designs Submitted Bid

# 2025 Central Business District Paver Resetting



- Areas of Brick Resetting

# VILLAGE OF HOMEWOOD INVITATION TO BID

### **APPLICABILITY:**

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

### WITHDRAWING OF BIDS:

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

### **CLOSING TIME:**

Bids must be sealed in the enclosed envelope and either hand delivered or mailed to the Director of Public Works, Village of Homewood, Department of Public Works, 17755 S. Ashland Avenue, Homewood, Illinois, 60430, no later than October 22, 2025 at 10:00 am. Bids must be labeled with bid number 25-04PW. No late, phone, fax or emailed bids will be accepted. Contact 708.206.3470 with questions concerning bid.

### **MANDATORY PRE-BID MEETING:**

A mandatory pre-bid meeting will be held on October 15, 2025 at 10:00 am, at the Municipal Service Center [17755 Ashland Avenue].

### **BID AWARD:**

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

### **RIGHT TO REJECT BIDS:**

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

### **DEFAULT:**

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

Bid No. 25-04PW Resetting of Unit Pavers

# **PRICE:**

All prices must be submitted on the enclosed Bid Proposal form. An authorized officer or individual of the company submitting the bid must sign the proposal. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections made; however, the person signing the proposal must initial all corrections in ink. The Village is exempt from the payment of city, State of Illinois sales tax and federal excise tax. These taxes must be excluded from all prices.

### **COMPLETION DATE:**

All work performed in this contract must be completed by April 15, 2025.

# Village of Homewood Request for Proposal RESETTING OF UNIT PAVERS

### 1.01 WORK INCLUDED

- A. Contractor shall provide all equipment and materials, and perform all work necessary to remove and reconstruct the existing unit pavers in areas of the downtown business district of Homewood. Maps and area of construction to be discussed at the Mandatory Pre-Bid meeting.
- B. The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2022 (hereinafter referred to as the Standard Specifications), the latest edition of the "Illinois Manual of Uniform Traffic Control Devices for Streets and Highways" and the Manual of Test Procedures for Materials in effect on the date of invitation for bid, and in case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and govern.

### 1.02 QUALITY ASSURANCE

A. Except as modified herein, the work shall be in accordance with the applicable portions of the Standard Specifications.

# 1.03 QUALIFICATIONS

- A. Contractor shall provide evidence that his firm or other entity propose for the unit paving work has specific experience meeting the following criteria:
  - 1. Experience installing unit pavers using sand and bituminous setting beds.
  - 2. Installed (within past three years) a minimum of 100,000 square feet per year for the past three years of unit paving using both sand and bituminous setting beds.
  - 3. The same experienced supervisory personnel will be made available for this project.
  - 4. Bituminous setting bed work shall not be sublet.
- B. If requested the paving firm shall submit list of comparable projects setting for description, square footage, location and knowledgeable references with addresses and phone numbers.

### 1.04 ACCESS TO BUSINESS AND HOMES

A. During the installation of the paver units and base Contractor shall keep driveways and entrances serving the businesses and homes clear and available to the Owner and the business' employees at all times. Customer access shall be maintained during normal business hours. Contractor shall be responsible for providing temporary structures such as wooden bridges, ramps, or walkways as required to provide the public safe, secure, and recognizable access ways to business during construction, if work will not be complete that day.

### PART 2 - PRODUCTS

### 2.01 SAND SETTING BED

A. Sand for setting bed shall meet the requirements of Section 1003 of the Standard Specifications for FA-6. Masons sand shall not be used.

### 2.02 BASE COURSE GRANULAR MATERIAL

A. The base course granular material shall meet the requirements of Section 1004 of the Standard Specifications for CA-6 and shall be constructed to a compacted thickness as described in the plans. Crushed Concrete shall not be used.

### 2.03 BITUMINOUS SETTING BED COMPONENTS

- A. Asphalt Cement: Shall conform to ASTM D3381 with a viscosity grade of A.C. 10 or A.C. 20.
- B. Aggregates: Clean, hard sand with durable particles and free from adherent coating, lumps of clay, alkali salts, and organic matter. Sand shall be uniformly graded from coarse of to fine with all passing the No. 4 sieve and shall meet screen analysis test, ASTM C136.
- C. Mix Ratios: 7 percent asphalt (by weight), 93 percent aggregates (by weight). Each ton shall be apportioned by weight in the approximate ration of 145 pounds asphalt cement to 1, 855 pounds aggregate.
- D. Mix Requirements: Bituminous setting bed shall be plant mixed and heated to approximately 300°F.
- E. Contractor shall determine exact proportions to produce the appropriate mixture for construction of the bituminous setting bed to meet construction requirements.
- F. Setting Bed Primer: Shall conform to ASTM D 2028 Standard Specification for Cutback Asphalt (Rapid-Curing Type).

### 2.04 NEOPRENE TACK COAT COMPONENTS

A. Mastic (asphalt adhesive):

Solids (base): 75 percent  $\pm$  1 percent. Pounds/gallon: 8 – 8.5 pounds/gallon Solvent: Varsol (over 100°F, flash)

B. Solids (base): 2 percent of Neoprene.

10 percent Fiber. 88 percent Asphalt

Melting Point: ASTM D 36, 200°F. minimum

Penetration: 77°F 100 gram load, 5-second (.1 mm) 23-27

Ductility: ASTM D 113 at  $25^{\circ}$ C.,  $\pm 0.5^{\circ}$ C ( $77^{\circ}$ F  $\pm 0.9$ +)

5 cm per minute  $(\pm 5\%)$ 

### 2.05 PAVER JOINT MATERIAL

A. Sand: Dry sand conforming to ASTM C-144 with all particles passing the No. 16 sieve.

### 2.06 PLASTIC PAVER EDGING

A. Plastic paver edging material shall be "Pave-Edge Rigid" and "Pave-Edge Flexible" as manufactured by PAVETECH, INC., or equal approved by the Village of Homewood.

### **PART 3 - EXECUTION**

### 3.01 GENERAL

- A. All pavers shall be installed per the respective manufacturer's recommendations and in the same pattern as they lay prior to contractor's removal.
- B. No paver setting work shall be performed when the underlayment has free moisture, ice, or snow, or when the underlayment is frozen.
- C. Concrete underlayment shall be sound, clean, and free from debris and materials or substances, which will hinder the bond of the setting bed. The top surface of concrete underlayment slab shall not vary more than one half (1/2) inch of its proposed elevation.
- D. No bituminous setting bed work shall be performed when the ambient temperature is below 45°F. or at 45°F. and falling, or at any time when the setting bed stiffens before paver units are installed.
- E. Bituminous setting beds shall be protected at all times. Under no circumstances shall bituminous setting beds be driven on or walked on by the general public or left to weather used to store on-stage materials. Setting beds which have been disturbed as described above or for any reason shall be subject to complete rejection by the Owner's Representative.

### 3.02 PAVER CUTTING

- A. To reduce dust during paver installation, unit pavers shall only be cut using water saws. No dry cutting permitted.
- B. "L" shaped pavers shall be avoided where possible.
- C. Pavers shall be cut radially when joints between pavers on curves exceed 1/8 inch.
- D. Radial cut pavers shall be created by trimming both sides of paver.

### 3.03 SUB-BASE GRANULAR MATERIAL BASE COURSE PREPARATION

A. Sub-base granular material base course shall be prepared to compacted depth as indicated on the plans and compacted to 95% at optimum moisture ASTM D698 and D1557 for vehicular areas.

### 3.04 SAND SETTING BED PREPARATIONS

- A. Sand shall be spread over granular base as a setting bed for pavers. Sand shall be spread 2 in. thick, and leveled to required slope and grade. Minimum thickness of sand shall be 1" after leveling. Bed shall not be compacted until pavers are installed.
- B. Surface tolerance shall be within ¼ in. of required grade as measured with a 10ft. straightedge in both the transverse and longitude directions.

### 3.05 PAVER INSTALLATION – SAND SETTING BED

- A. Setting bed shall be protected from damage prior to setting pavers.
- B. Unit pavers shall be set sand setting bed. Setting shall be done by competent workmen under adequate supervision, and in accordance with manufacturer's recommendations.
- C. Pavers with chips, cracks, or other structural or aesthetic defects or those rejected by the Owner's Representative shall not be used.
- D. Pavers shall be set true to the required lines and grades in the pattern detailed on the Plans. Pavers shall be tightly butted. Joints between pavers shall be uniform and shall not exceed 1/8 in. There shall be no raised edges, either pavers or materials adjacent to pavers, that could allow someone to trip. The tolerance for such edges shall be  $0^{\circ} 1/8^{\circ}$  maximum in range.
- E. After a sufficient area of pavers has been installed, the pavers shall be compacted by running a mechanical vibratory compactor over the paved surface until the pavers are uniformly leveled, true to grade, and totally immobilized.
- F. Where required, pavers shall be accurately cut with a masonry or concrete saw. Cut edges shall be plumb and straight. Scoring and breaking shall not be acceptable.
- G. Joints between pavers shall be filled by sweeping sharp sand into the joints. When joints are filled, paver surfaces shall be swept clean of sand.
- H. Paver edging shall be installed per manufacturer's recommendations.

### 3.06 BITUMINOUS SETTING BED PREPARATION

- A. Where required, install steel paver edging as shown on drawings.
- B. Place <sup>3</sup>/<sub>4</sub> inch deep control bars in parallel directly over base to be used as guides for striking board. Use wood shims under control bars to set proper grade.
- C. Place hot (250°F+) bituminous setting bed material between control bars and strike with striking board to create a smooth, firm, and even setting bed. Additional bituminous material may be necessary to achieve consistent quality setting bed.
- D. After completion of first setting bed panel, advance first control bar and wood shims to next position to prepare next panel. Contractor shall carefully fill depressions that remain between panels.

- E. Repeat procedure for successive setting bed panels. No wood shims or control bars allowed to remain in the bituminous setting bed.
- F. Roll hot setting bed with a power roller (not over one (1) ton in weight) to a nominal depth of <sup>3</sup>/<sub>4</sub> inches. This thickness shall be adjusted so that when the pavers are placed and rolled, the top surface of the pavers will be at the required final grade.
- G. If pavers are not installed immediately after setting bed, provide protection of setting bed with minimum 3/4" plywood sheet laid on the setting bed with butted joints. Repair all damage to the setting bed prior to setting pavers.
- H. Apply neoprene tack coat to surface of bituminous setting bed by mopping, squeegeeing, or troweling.

### 3.07 PAVER INSTALLATION – BITUMINOUS SETTING BED

- A. Place pavers by hand in straight courses with hand tight joints and uniform top surface. Good alignment shall be kept and patterns shall be as shown on plans and details.
- B. Protect the alignment and elevations of the newly laid pavers with plywood sheeting at all times. Advance the plywood as work progresses and maintain plywood protection over all area subject to movement of materials, workers, and equipment.
- C. Pavers shall be cut only when necessary and used in courses as indicated on plans and details.
- D. Joints in the underlayment, if any, shall not reflect up through the setting bed and paver system.
- E. When all pavers are installed, apply joint sand to paving and sweep into all joints until joints are completely filled. Sweep clean the entire surface and remove all excess sand. Do not allow traffic on pavers prior to joints being filled.
- F. Protect newly laid pavers, slabs, and curbs with plywood panels on which workers stand. Advance protective panels as work progresses but maintain protection in area subject to continued movement of materials and equipment to avoid creating depressions or disrupting alignment of installed pavers, slabs, or curbs.

### 3.08 TACTILE PAVER INSTALLATION

- A. Tactile pavers shall be installed using sand or bituminous setting beds where indicated on the plans.
- B. Tactile pavers shall be installed in the patterns shown in the details on the plans.

### 3.09 CLEANING OF PAVED SURFACE

A. After completion of the unit pavers, paver installation areas shall be thoroughly swept clean and surface shall be left unsoiled. Where required by the Owner's Representative, surface shall be cleaned with water or an approved cleaner.

### 3.10 PROTECTION & RESORATION OF PROPERTY

A. The provisions of Article 107.20 of the Standard Specifications shall apply except that the Contractor shall be required to respond to a request by the Village within 2 hours of the request. If the contractor does not respond to a request within the allotted times, the Village will make the repair and back charge the Contractor for any expenses incurred.

3.11 DISPOSAL OF WASTE EXCAVATED MATERIAL - The Contractor shall remove from the project site all unsuitable and surplus excavated material not used or backfilled. The waste excavated material shall not be deposited in public or private property unless the Contractor first obtains the written permission from the property owner or the authorized representative of the appropriate public agency.

3.12 HANDICAP ACCESS - The Contractor shall maintain handicap access to any home deemed necessary by the Village by providing and installing materials required for reasonable ingress and egress at all times. The cost of this work shall not be paid for separately, but shall be considered incidental to the contract.

3.13 PROJECT SUPERINTENDENT – Add the following statement to the end of section 105.06: "The contractor shall not change his Superintendent without written permission of the Village."

### PART 4 - MEASUREMENT AND PAYMENT

### 4.01 MEASUREMENT AND PAYMENT

- A. The following items shall be paid for at bid unit price per square foot measured in place and such price shall include all labor, materials, and equipment necessary to perform the work as herein specified. Extra material stock to be delivered to the Owner as described above shall be considered incidental and not be paid for separately.
  - 1. Bituminous Setting price per square foot
  - 2. Sand Setting price per square foot

### **PART 5 - BID SECURITY**

**Bonds**. The Contractor shall provide at his expense, separate bond written in favor of the Village which provides for:

A. **Labor/Material Payment Bond** shall serve as security for payment of all labor, materials, rentals or other services provided to the project work. The labor and Material payment Bond shall be in a penal sum of up to \$10,000. Said Bond shall be in a form acceptable to the Village and shall provide that it shall not terminate on completion of the work, but shall be reduced to twenty percent (20%) of the total contract amount for a period of one (1) year after Date of Acceptance of the entire project by the Village to cover one (1) year guarantee.

**Surety** must be licensed to do business in the State of Illinois and must be acceptable to the Village.

Item 9. M.

Power of Authority: The Contractor shall file with the Village certification tha 5.3 insurance/bonding agencies have current power to bond. The power of Authority shall be in the form of a copy of the local agencies' current contract with the insurance/bonding company indicating the local agency is under current contract to issue bonds, etc.

The cost of complying with the above General Conditions shall be considered incidental 5.4 to the Contract unless specifically covered elsewhere in the Special Provisions.

17755 Ashland Avenue Homewood, IL 60430

All proposals are conditioned upon the bid instructions and specifications issued with this bid proposal form. All bid proposals must be sealed in an envelope labeled as a sealed bid for Bid No. 25-04PW and either hand delivered or mailed to the office of the Director, Department of Public Works, 17755 Ashland Avenue, Homewood, Illinois 60430. No late or phone or faxed or emailed bids will be accepted.

### BID ITEM: REMOVAL AND RECONSTRUCTION OF UNIT PAVERS IN DOWNTOWN BUSINESS DISTRICT

BID NO:	25-04PW
<b>BID OPENING DATE:</b>	October 22, 2025
<b>BID OPENING TIME:</b>	10:00 a.m.

PROPOSAL		
DESCRIPTION	AMOUNT	
All equipment, materials and work necessary to remove and reconstruct approximately 900 square feet of the existing unit pavers in areas of the downtown business district of Homewood	\$	
	Per Square Foot	
All equipment, materials and work necessary to replace approximately 630 broken brick pavers	\$	
	Price per brick	
Price per square foot for any additional work (outside of the approximately 900 square feet)	\$	
	Per Square Foot	
Bituminous Setting Price Per Square Foot	\$	
Sand Setting Price Per Square Foot	\$	

SIGNATURE:	
PRINT NAME:	TITLE:
TRIVI MINIL.	III LL.
COMPANY:	ADDRESS:
PHONE:	DATE:

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

# **Contract For:**

• Resetting of brick pavers in Central Business District

**Contract Number: 25-03PW** 

Date Due: October 22, 2025 @ 10:00am

### DRUG FREE WORKPLACE CERTIFICATION

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

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

# **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

### HOLD HARMLESS AGREEMENT

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

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

# INSURANCE REQUIREMENTS

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

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

### PREVAILING WAGE CERTIFICATION

The bidder shall certify that it will comply with the Illinois Prevailing Wage Act. (830 ILCS 130/1 et seq.)

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

# **COMPLIANCE WITH SAFETY STANDARDS**

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

# SEXUAL HARASSMENT POLICY CERTIFICATION

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

# BLOOD BORNE PATHOGENS COMPLIANCE CERTIFICATION

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

# AUTHORIZATION TO PERFORM BACKGROUND CHECKS

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

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

# **CONTACT INFORMATION**

Bidder shall designate a point of contact resp following information:	oonsible for day to day contract performance, including the
Name	
Title	
Organization Name/Address	
Office Phone	
Cell Phone	
Email Address	

# AUTHORIZED DEALER CERTIFICATION

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

# PUBLIC CONSTRUCTION BOND ACT COMPLIANCE

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

### DISCLOSURES AND POTENTIAL CONFLICT OF INTEREST

Homewood's Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all bids, the Village of Homewood shall require all bidders including owners or employees to investigate whether a potential or actual conflict of interest exists between the bidders and the Village of Homewood, their officials, and/or employees. If the bidders discover a potential or actual conflict of interest, the bidders must disclose the conflict of interest in its proposal, identifying the name of the municipal official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing bidder from consideration. Information provided by the bidders in this regard will allow the Village of Homewood to take appropriate measures to ensure the fairness of the bidding process.

By submitting a bid, all bidders acknowledge and accept that if the Village of Homewood discovers an undisclosed potential or actual conflict of interest, the Village of Homewood may disqualify the bidders and/or refer the matter to the appropriate authorities for investigation and prosecution.

# ACKNOWLEDGEMENT OF BID/CONTRACT TERMS

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

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

# Village of Homewood - Bid Tabulation Sheet

Project: Brick Paver Reset Project

Bid Number: 25-04

Bid Opening Date: October 22, 2025

Bid Opening Time: 10:00 am

Attendance: DiPaola, Doerr

Bidders Name	Total Amount of Bid	Notes
1 C&T Lawn and Landscape	\$23.30	Remove & Reconstruct paver / per SF
	\$17.84	Remove & Replace broken / per each
	\$23.30	Addl. Work / per SF
GC Designs		Remove & Reconstruct paver / per SF
	\$2.00	Remove & Replace broken / per each
	\$16.50	Addl. Work / per SF
Construction Design Group	\$22.22	Remove & Reconstruct paver / per SF
		Remove & Replace broken / per each
		Addl. Work / per SF
Premier Service	No Bid	Remove & Reconstruct paver / per SF
	No Bid	Remove & Replace broken / per each
	No Bid	Addl. Work / per SF
		N.

# VILLAGE OF HOMEWOOD 17755 Ashland Avenue Homewood, IL 60430

accepted. All proposals are conditioned upon the bid instructions and specifications issued with this bid proposal form. All bid proposals must be sealed in an envelope labeled as a sealed bid for Bid No. 25-04PW and either hand delivered or mailed to the office of the Director, Department of Public Works, 17755 Ashland Avenue, Homewood, Illinois 60430. No late or phone or faxed or emailed bids will be

# BID ITEM: REMOVAL AND RECONSTRUCTION OF UNIT PAVERS IN DOWNTOWN BUSINESS DISTRICT

10:00 a.m.	BID OPENING TIME:
October 22, 2025	BID OPENING DATE:
25-04PW	BID NO:

	14,760.00	
	\$2.00	Sand Setting Price Per Square Foot
14	\$	Bituminous Setting Price Per Square Foot
į	Per Square Foot	
\$16.50	\$14.50 +\$2.00 = \$16.50	Price per square foot for any additional work (outside of the approximately 900 square feet)
	Price per brick	
	\$2.00	All equipment, materials and work necessary to replace approximately 630 broken brick pavers
N	Per Square Foot	
\$16.50	\$14.50 + \$2.00 = \$16.50	All equipment, materials and work necessary to remove and reconstruct approximately 900 square feet of the existing unit pavers in areas of the downtown business district of Homewood
	AMOUNT	DESCRIPTION
		PROPOSAL

TITLE: Secretary DATE: 10/22/25 ADDRESS: 335 Wildy Rd Minooka IL 60447

PHONE: 815-325-9300

PRINT NAME: Tony Alonso

COMPANY: GC Designs Inc.

SIGNATURE:



# CERTIFICATE OF LIABILITY INSURANCE

DATE (I	Item 9
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М.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).										
PRODUCER CONTACT Tim Hartford										
Acquirity Incurrence Agency Inc				PHONE (945) 939 7000 FAX (945) 939 7000						
Assumy insurance Agency, inc.  (A/C, No. Ext): (815) 638-7902  E-MAIL  ADDRESS: tim@assurityagency.com										
Abbress.						NAIC#				
Lockport IL 60441						24228				
INSURED				INSURER B:						
GC Design			INSURER C:							
age will by BB										
INSURER D:  INSURER E:										
1	MINOOKA			IL 60447-9705	INSURE					
CC	VERAGES CER	TIFI	CATE		mooni			REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.										
INSF		INSD	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
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Α	A OFFICER/MEMBER EXCLUDED?  ANY PROPRIETOR/PARTNER/EXECUTIVE Y N/A 005510231		005510231	09/12/2025	09/12/2026	E.L. EACH ACCIDENT	\$ 500			
	(Mandatory In NH) If yes, describe under						E.L. DISEASE - EA EMPLOYEE			
	DÉSCRIPTION OF OPERATIONS below		-		_			E.L. DISEASE - POLICY LIMIT	\$ 500	,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Gil Carino is an excluded officer on the Worker's Compensation policy.										
CERTIFICATE HOLDER CANCELLATION										
OANGELATION										
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.										

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Village of Homewood

17755 Ashland Ave. Homewood

IL 60430

**AUTHORIZED REPRESENTATIVE** 

# **CONTACT INFORMATION**

Bidder shall designate a point of contact responsible for day to day contract performance, including the following information:

Tony Alonso
Name
Capratami
Secretary
Title
GC Designs Inc. / 335 Wildy Rd Minooka IL 60447
Organization Name/Address
815-325-9300
Office Phone
815-325-9300
Cell Phone
tony.gcdesigns@gmail.com
Email Address



# DRUG AND ALCOHOL POLICY

### **TERMS**

Our policy is to employ a work force free from alcohol abuse or the use of illegal drugs. GC Designs INC. takes drug and alcohol abuse as a serious matter and will not tolerate it. The company absolutely prohibits the use of alcohol or non-prescribed drugs at the workplace or while on company premises. It also discourages non-work place drug and alcohol abuse. The use, sale or possession of alcohol or drugs while on the job or on company property will result in disciplinary action, up to and including termination, and may have legal consequences. Employees are expected and required to report to work on time and inappropriate mental and physical condition for work. It is our intent and obligation to provide a drug-free, healthful and safe work environment. GC Designs INC. reserves the right to demand a drug or alcohol test of any employee based upon reasonable suspicion. Reasonable suspicion includes, but is not limited to, physical evidence of use, involvement in an accident, or a substantial drop off in work performance. Failure to take a requested test may lead to discipline, including possible termination.

The company also cautions against use of prescribed or over-the-counter medication which can affect your workplace performance. You may be suspended or discharged if the company concludes that you cannot perform your job properly or safely because of using over-the-counter or prescribed medication. Please inform your supervisor prior to working under the influence of a prescribed or over-the-counter medication which may affect your performance.

Employees must report any conviction under a criminal drug statute for violations occurring on or off the Company's premises while conducting company business. A report of a conviction must be made within 7 days after the conviction. GC Designs INC. will make every effort to assist its employees who wish to seek treatment or rehabilitation for drug or alcohol dependency. Conscientious efforts to seek such help will not jeopardize any employee's job and will not be noted in any personnel record. You may also be required to agree to random testing and a "one-strike" rule.

If you have a drug or alcohol problem, please ask for our help!

### **EMPLOYEE AGREEMENT ON DRUG AND ALCOHOL POLICY**

have read, understand, and agree to comply with the foregoing policies, rules, and conditions. I am aware that violations of this guideline may subject me to disciplinary action, including termination from employment, legal action and criminal liability. I further understand that I have responsibility to maintain a positive representation of the company and govern myself accordingly. Furthermore, I understand that this policy can be amended at any time.

Dated:	Our original policy is in spanish Most of our employees are spa speaking natives.
Employee	Company
Authorized Signature	Authorized Signature
Print Name and Title	Print Name and Title

spanish



gc designs@yahoo.com

### SEXUAL HARASSMENT POLICY

The company is committed to providing a workplace that is free from all forms of discrimination, including sexual harassment. Any employee's behavior that fits the definition of sexual harassment is a form of misconduct which may result in disciplinary action up to and including dismissal. Sexual harassment could also subject this company and, in some cases, an individual to substantial civil penalties.

The company's policy on sexual harassment is part of its overall affirmative action efforts pursuant to federal and state laws prohibiting discrimination based on age, race, color, religion, national origin, citizenship status, unfavorable discharge from the military, marital status, disability and gender. Specifically, sexual harassment is prohibited by Title VII of the Civil Rights Act of 1964 and the Illinois Human Rights Act.

Each employee of this company must refrain from sexual harassment in the workplace. No employee - male or female - should be subjected to unsolicited or unwelcome sexual overtures or conduct in the workplace. Furthermore, it is the responsibility of all supervisors and managers to make sure that the work environment is free from sexual harassment. All forms of discrimination and conduct which can be considered harassing, coercive or disruptive, or which create a hostile or offensive environment must be eliminated. Instances of sexual harassment must be investigated in a prompt and effective manner.

All employees of this company, particularly those in a supervisory or management capacity, are expected to become familiar with the contents of this policy and to abide by the requirements it establishes.

## GC Designs INC.

### SEXUAL HARASSMENT POLICY

### **DEFINITION OF SEXUAL HARASSMENT**

According to the Illinois Human Rights Act, sexual harassment is defined as:

Any unwelcome sexual advances, requests for sexual favors or any conduct of a sexual nature when:

- 1. Submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment;
- 2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- 3. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

The courts have determined that sexual harassment is a form of discrimination under Title VII of the U.S. Civil Rights Act of 1964, as amended in 1991.

One example of sexual harassment is a case where a qualified individual is denied employment opportunities and benefits after rejecting the supervisor's sexual advances or request(s) for sexual favors or the individual is terminated. Another example is when an individual is subjected to unwelcome sexual conduct by co-workers because of his or her gender which makes it difficult for the employee to perform his or her job.

Other conduct, which may constitute sexual harassment, includes:

- Verbal: Sexual innuendos, suggestive comments, insults, humor, and jokes about sex, anatomy or gender-specific traits, sexual propositions, threats, repeated requests for dates, or statements about other employees, even outside of their presence, of a sexual nature.
- Non-Verbal: Suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls", "smacking" or "kissing" noises.
- Visual: Posters, signs, pin-ups or slogans of a sexual nature, viewing pornographic material or websites.
- **Physical:** Touching, unwelcome hugging or kissing, pinching, brushing the body, any coerced sexual act, or actual assault.
- Textual/Electronic: "Sexting" (electronically sending messages with sexual content, including pictures and video), the use of sexually explicit language, harassment, cyber stalking and threats via all forms of electronic communication (e-mail, text/picture/video messages, intranet/on-line postings, blogs, instant messages and social network websites like Facebook and Twitter).

While the most commonly recognized forms of sexual harassment involve the types of conduct described above, non-sexual conduct can also constitute a violation of the applicable laws

when that conduct is directed at the victim because of his or her gender (for example, a female employee who reports to work every day and finds her tools stolen, her work station filled with trash and her equipment disabled by her male co-workers because they resent having to work with a woman).

The most severe and overt forms of sexual harassment are easier to determine. On the other end of the spectrum, some sexual harassment is more subtle and depends, to some extent, on individual perception and interpretation. The courts will assess sexual harassment by a standard of what would offend a "reasonable person."

For this reason, every manager, supervisor and employee must remember that seemingly "harmless" and subtle actions may lead to sexual harassment complaints. The use of terms such as "honey", "darling" and "sweetheart" is objectionable to many women who believe that these terms undermine their authority and their ability to deal with men on an equal and professional level. And while use of these terms by an individual with authority over a female employee will rarely constitute an adverse employment action, it may lead to the creation of a hostile work environment.

Another example is the use of a compliment that could potentially be interpreted as sexual in nature. Below are three statements that might be made about the appearance of a woman in the workplace:

"That's an attractive dress you have on."

"That's an attractive dress. It really looks good on you."

"That's an attractive dress. You really fill it out well."

The first statement appears to be simply a compliment. The last is the most likely to be perceived as sexual harassment, depending on individual perceptions and values. To avoid the possibility of offending an employee, it is best to follow a course of conduct above reproach or to err on the side of caution.

Sexual harassment is unacceptable misconduct, which affects both genders. Sexual harassment will often involve a man's conduct directed at a woman. However, it can also involve a woman harassing a man or harassment between members of the same gender.

# RESPONSIBILITY OF INDIVIDUAL EMPLOYEES

Each individual employee has the responsibility to refrain from sexual harassment in the workplace.

An individual employee who sexually harasses a fellow worker is, of course, liable for his or her individual conduct.

The harassing employee will be subject to disciplinary action up to and including discharge in accordance with company policy or any applicable collective bargaining agreement, as appropriate.

### RESPONSIBILITY OF SUPERVISORY PERSONNEL

Each supervisor is responsible for maintaining the workplace free of sexual harassment. This is accomplished by promoting a professional environment and by dealing with sexual harassment as with all other forms of employee misconduct. It must be remembered that

supervisors are the first line of defense against sexual harassment. By setting the right example, a supervisor may discourage his or her employees from acting inappropriately. In addition, supervisors will often be the first to spot objectionable conduct or the first to receive a complaint about conduct which he or she did not observe.

The courts and the Illinois Human Rights Commission have found that organizations as well as supervisors can be held liable for damages related to sexual harassment by a manager, supervisor, employee, or third party (an individual who is not an employee but does business with an organization, such as a contractor, customer, sales, representative, or repair person).

Liability is either based on an organization's responsibility to maintain a certain level of order and discipline among employees, or on the supervisor, acting as an agent of the organization. It should be noted that recent United States Supreme Court cases involving sexual harassment claims against supervisors have made the employer's liability for supervisors' actions even stricter. Therefore, supervisors must understand that their adherence to this policy is vitally important; both with regard to their responsibility to maintain a work environment free of harassment and, even more importantly, with regard to their own individual conduct. The law continues to require employers to remain vigilant and effectively remedy sexually harassing conduct perpetrated by individual(s) on their coworkers. Supervisors must act quickly and responsibly not only to minimize their own liability but also that of the company.

Specifically, a supervisor must address an observed incident of sexual harassment or a complaint, with equal seriousness, report it, take prompt action to investigate it, implement appropriate disciplinary action, take all necessary steps to eliminate the harassment and observe strict confidentiality. This also applies to cases where an employee tells the supervisor about behavior considered sexual harassment but does not want to make a formal complaint.

Also, supervisors must ensure that no retaliation will result against an employee making a sexual harassment complaint.

Furthermore, managers/supervisors should remind employees, on a regular basis, that their incoming and outgoing electronic messages on employer owned/issued equipment are subject to monitoring and that employees have no expectation of privacy on employer owned/issued electronic equipment. Inform employees that if they are subjected to inappropriate electronic communications while at work or on employer-owned equipment, or even on their personal cell phones and computers, that they should contact their supervisor or Human Resources immediately. Advise managers, supervisors, and employees not to "friend" each other on social networks and to limit their electronic messages to relevant business matters. Investigate complaints on a case-by case basis and remind employees of the company's code of conduct and ethics rules if applicable.

### PROCEDURES FOR FILING A COMPLAINT

An employee who either observes or believes herself/himself to be the object of sexual harassment should deal with the incident(s) as directly and firmly as possible by clearly communicating her/his position to the offending employee, her/his supervisor and company contact:

### **GILDARDO CARINO**

The following steps may also be taken: document or record each incident (what was said or done, the date, the time, and the place). Documentation can be strengthened by written records such as letters, notes, memos, and telephone messages.

All charges, including anonymous complaints, will be accepted and investigated regardless of how the matter comes to the attention of the company. However, because of the serious implications of sexual harassment charges and the difficulties associated with their investigation and the questions of credibility involved, the claimant's willing cooperation is a vital component of an effective inquiry and an appropriate outcome.

No one making a complaint will be retaliated against even if a complaint made in good faith is not substantiated. In addition, any witness will be protected from retaliation.

Proper responses to conduct which is believed to be sexual harassment may include the following:

**Electronic/Direct Communication.** If there is sexual harassing behavior in the workplace, the harassed employee should directly and clearly express her/his objection that the conduct is unwelcome and request that the offending behavior stop. The initial message may be verbal. If subsequent messages are needed, they should be put in writing in a note or a memo.

Contact with Supervisory Personnel. At the same time direct communication is undertaken, or in the event the employee feels threatened or intimidated by the situation, the problem must be promptly reported to the immediate supervisor or

### KATHLEEN CARINO

If the harasser is the immediate supervisor; the problem should be reported to the next level of supervision or

GILDARDO CARINO

Formal Written Complaint. An employee may also report incidents of sexual harassment directly to

KATHLEEN CARINO

### KATHLEEN CARINO

will counsel the reporting employee and be available to assist with filing a formal complaint. The company will fully investigate the complaint and advise the complainant and the alleged harasser of the results of the investigation.

Resolution Outside Company. The purpose of this policy is to establish prompt, thorough and effective procedures for responding to every complaint and incident so that problems can be identified and remedied internally. However, an employee has the right to contact the Illinois Department of Human Rights (IDHR) or the Equal Employment Opportunity Commission (EEOC) about filing a formal complaint. An IDHR

complaint must be filed within 180 days of the alleged incident(s) unless it is a continuing offense. A complaint with the EEOC must be filed within 300 days. In addition, an appeal process is available through the Illinois Human Rights Commission, (IHRC) after IDHR has completed its investigation of the complaint. Where the employing entity has an effective sexual harassment policy in place and the complaining employee fails to take advantage of that policy and allow the employer an opportunity to address the problem, such an employee may, in certain cases, lose the right to further pursue the claim against the employer.

### ADMINISTRATIVE CONTACTS

Illinois Department of Human Rights (IDHR)
 Chicago: 312-814-6200 or 800-662-3942

Chicago TTY: 866-740-3953 Springfield: 217-785-5100 Springfield TTY: 866-740-3953

Marion: 618-993-7463 Marion TTY: 866-740-3953

Illinois Human Rights Commission (IHRC)

Chicago: 312-814-6269 Chicago TTY: 312-814-4760 Springfield: 217-785-4350 Springfield TTY: 217-557-1500

United States Equal Employment Opportunity Commission (EEOC)

Chicago: 800-669-4000 Chicago TTY: 800-869-8001

An employee, who is suddenly transferred to a lower paying job or passed over for promotion after filing a complaint with IDHR or EEOC, may file a retaliation charge, also due within 180 days (IDHR) or 300 days (EEOC) of the alleged retaliation.

An employee who has been physically harassed or threatened while on the job may also have grounds for criminal charges, such as assault or battery.

### FALSE AND FRIVOLOUS COMPLAINTS

False and frivolous charges refer to cases where the accuser is using a sexual harassment complaint to accomplish some end other than stopping sexual harassment. It does not refer to charges made in good faith which cannot be proven. Given the seriousness of the consequences for the accused, a false and frivolous charge is a severe offense that can itself result in disciplinary action.

### CORPORATE MANAGEMENT POLICY STATEMENT AND SAFETY GOALS

The personal safety and health of each employee of our organization is of primary importance. We believe that our employees are our most important assets and that their safety at the worksite is our greatest responsibility. The prevention of occupationally induced injuries and illnesses is of such consequence that it will be given precedence over operating productivity whenever necessary. Management will provide all mechanical and physical facilities required for the personal safety and health of each of its employees.

To be successful, such a program must embody the proper attitude toward injury and illness prevention on the part of corporate management, supervisors, and employees. Cooperation between our employees and management in the observance of this policy will ensure safe-working conditions, will minimize the risk of accidents, and will work to our mutual advantage. It will also assist in reducing workers' compensation costs (direct costs) and reduce jobsite down time, material loss and regulatory agency fines (indirect costs).

Our goals are to reduce employee injury, prevent potential hazards through consistent safety management, and ensure compliance with relevant safety and health standards. Through the attainment of these goals, our company will remain competitive and viable in our industry.

Management will procure the necessary resources to execute the objectives of our company's safety and health program. We will hold managers, supervisors and employees accountable for meeting their safety responsibilities.

### MANAGEMENT SAFETY RESPONSIBILITIES

- Eliminate potential hazards by providing appropriate safeguards, personal protective equipment and safe work tasks.
- 2. Provide necessary personal protective equipment and enforce its use and care.
- Provide effective safety and health training to all employees.
- 4. Be familiar and comply with applicable OSHA standards.
- 5. Review, consider for approval, and execute appropriate action on safety policies.
- Ensure a high level of productivity and safety performance and hold project management staff accountable.
- 7. Ensure that worksites have designated competent person(s) with the authority to enforce the safety program and take corrective actions.

### SUPERINTENDENT/FOREMAN RESPONSIBILITIES

- 1. Know safety rules and work practices that apply to the work you supervise. Take action to confirm that all employees in your charge understand the safety rules that apply to them. Always take immediate action to correct safety rule violations. Unsafe acts or procedures cannot be tolerated.
- 2. Prevent bad work habits from developing. You are responsible to make daily observations of employees to ensure that they perform their work safely, and continue this observation regularly once safe working habits are established.
- 3. Take action to correct or control hazardous conditions within your work areas. If it is beyond your control, remove employees until conditions are safe.

- 4. Encourage workers to report unsafe conditions or procedures. Listen to your workers and don't take their safety complaints lightly. No job should proceed when a question of safety remains unanswered. Seek advice from your project manager when necessary.
- 5. Lead by example. Demonstrate safety in your own work habits and personal conduct. Always wear personal protective equipment in areas where personal protective equipment is required.
- 6. Train your employees on the proper safety procedures to follow, including the use of additional safeguards such as machine guards and personal protective equipment.
- 7. Investigate and analyze every accident and near misses that occur to any of your employees or on your worksites. Control the causes of minor incidents to help avoid potential accidents.
- 8. Complete and file a report on each and every incident and accident that occurs at your jobsite. If you have questions or require reporting forms, contact the main office.
- 9. Conduct safety toolbox meetings regularly.
- 10. Make safety suggestions and solicit safety suggestions from employees.
- 11. Serve on safety committee, if requested.
- 12. Take an active part and participate in safety meetings.
- 13. Failure to comply with these rules as well as other federal and/or state laws or regulations may be legal violations and could lead to civil and/or criminal penalties.

### **EMPLOYEE RESPONSIBILITIES**

- 1. Know and obey all safety rules, government regulations, signs, markings, and instructions. Be particularly familiar with the rules and regulations that apply directly to you in the area in which you work. If you don't know, ask your supervisor/foreman.
- 2. Additional appropriate disciplinary action will be taken for the following offenses:
  - a. Fighting no matter what the cause.
  - b. Insubordinate conduct or refusal to follow directions.
  - c. False statement, such as injury claims.
  - d. Other inappropriate behavior including, but not limited to, failure to obey safety rules.
- 3. Loose clothing, shorts, tank tops, and jewelry cannot be worn on worksites. Attire appropriate for a construction site is required on all worksites.
- 4. Proper work shoes shall be worn at all jobsites. Open toed shoes and sneakers are not permitted. If you are observed wearing open toed shoes or sneakers, you will not be permitted to work until you return with proper footwear.
- Hardhats, work boots/shoes, and eye protection shall be worn at all times.
- 6. Do not handle chemicals unless you have been trained in the safe handling procedure.
- 7. Read, understand and follow the guidelines set forth in the Safety Data Sheets (SDS) pertaining to your work.

8. Compliance with safety and health rules and regulations is a condition of employment.

### **GENERAL WORKSITE RULES**

- 1. Report potentially unsafe conditions to your supervisor/foreman immediately.
- 2. The use, possession, or sale of alcohol or illegal drugs is prohibited.
- 3. If asbestos, lead, PCBs or other potentially hazardous materials are encountered during operations, stop work immediately and notify a supervisor.
- 4. Be aware of the emergency action plan. Know the alarm signals, evacuation routes, and locations of emergency numbers.
- 5. All injuries, no matter how minor, should be immediately reported to the supervisor/foreman.
- 6. Do not enter barricaded areas and obey all warning signs.
- 7. Proper clothing should be worn at all times on site. Proper clothing includes long pants and shirts with at least 4-inch sleeves below the shoulder.
- 8. Protruding nails should be removed from material and forms. Stack clean lumber in orderly piles.
- 9. Do not stand under or beside suspended loads.
- 10. Horseplay of any kind is forbidden.
- 11. Firearms and weapons are forbidden.

### Housekeeping

- 1. Materials should be kept in neat stockpiles for easy access. Aisles should be kept clear of loose materials, tools, cords and waste.
- 2. Remove waste from site on a frequent basis and dispose of it in a suitable manner.
- 3. Remember that no materials or debris will be stored in the path of other employees or the public.

### **Tools**

- 1. Every tool is designed for a certain job and should only be used for that purpose.
- 2. Keep tools in peak condition. Worn tools are dangerous and should be tagged and removed from service.
- 3. Don't force tools beyond their capacity or use cheaters to increase leverage.
- 4. Do not use power tools unless you are completely familiar with them.
- 5. Before using a power tool, examine it for damaged parts, loose fittings, frayed or cut electrical cords. Tag and remove defective tools from service.
- 6. Do not use tools with improper or damaged guards, or with guards removed.
- 7. Powder actuated tools will not be used onsite without management approval.

### **Electrical Safety**

- 1. Ground fault circuit interrupters are required to be used for electrical tools and equipment.
- 2. Examine all cords prior to use. Cords which are frayed, worn, or contain exposed wires should not be used, and should be tagged and removed from service immediately.
- 3. All cords should be of the three-wire type and designed for hand or extra-hard usage. Flat yellow extension cords and Romex extension cords are prohibited.
- 4. All live electrical installations such as receptacles, switches, and panel boxes, should be protected by a faceplate or cover. Cardboard is not an acceptable cover.
- 5. Bulbs used for temporary lighting should be covered by protective cage guards.
- 6. Cords should be kept clear of walkways and other locations where they may be subject to damage or present a tripping hazard.
- 7. Protect cords from foot and vehicle traffic, and sharp corners and edges.
- 8. All electric equipment and metals should be of an approved type.
- 9. All plugs, outlets, switches and panel boxes should be installed according to the national electric code. This includes assuring that receptacle boxes are permanently affixed, Romex type NM cable is not used in damp or wet locations, and that temporary wiring is located where it will not be subject to damage.
- 10. Only qualified workers should be allowed to perform any type of electrical work.
- 11. All ground fault circuit interrupters should be inspected prior to each use.

- 12. Receptacles should be tested for polarity and continuity of the ground. Receptacles whose polarity is reversed or whose ground is not continuous should be tagged out until repaired.
- 13. Missing knockouts inside panel boxes, on receptacle boxes and on all other equipment continuing live parts should be covered or otherwise protected.
- 14. When using an extension cord off of permanent power, the extension cord is considered to be temporary power and therefore must have GFCI protection.

### LOCKOUT/TAGOUT

- 1. Locks and tags should be used to prevent operation of a switch, valve, or piece of equipment in cases where someone may get hurt or equipment may be damaged.
- 2. Never operate any tagged-out piece of equipment.
- 3. Place your lock personally; never have someone else do it.
- 4. Do not remove someone else's tag.
- 5. All locks and tags should be labeled to identify their owner.
- 6. Follow all switching and locking procedures to remove a piece of equipment from service.

### MATERIAL HANDLING, STORAGE AND DISPOSAL

### By Hand

- 1. Know the weight of any object to be handled. If it is too heavy or bulky, get help.
- 2. Ensure a safe path of travel.
- 3. Establish firm footing, keep your back straight and lift with your legs. Lift gradually; do not jerk or twist. Reverse the motion when setting the object down.
- 4. Know the weight of the object to be handled, and the capacity of the equipment you intend to use.
- 5. When placing blocks under raised loads, make sure blocking material is large enough to support the load safely. Additionally, ensure that he load is not released until employees have clearly moved away from the load.

### Storage

- Store materials so as not to block exits, aisles and passageways, and access to fire extinguishers and electrical panels.
- 2. Materials stored in tiers should be secured to prevent sliding, falling and collapse.
- 3. Materials stored inside should not be placed within 6 feet of any hoistway or inside storage area, or within 10 feet of an exterior wall which does not extend above the materials stored.
- 4. Brick stacks should not be more than 7 feet in height. Loose brick stacks should be tapered back 2 feet every foot above 4 feet level.
- 5. When masonry blocks are stacked higher than 6 feet, the stacks should be tapered back ½ block for each tier higher than 6 feet.
- 6. Lumber should not be stacked more than 16 feet high if it is handled manually; 20 feet is the maximum stacking height if a forklift is used.
- 7. Bags and bundles should be stacked in interlocking rows to remain secure. Bagged material should be stacked by stepping back the layers and cross-keying the bags at least every 10 feet.
- 8. Drums, barrels, and kegs should be slacked symmetrically. If stored on their sides, the bottom tiers should be blocked to keep them from rolling. If stored on end, put planks, sheets of plywood, or pallets between each tier to make a firm, flat, stacking surface.

### Rigging

- 1. Slings should be inspected before use.
- 2. Slings and other rigging equipment should be removed from service if damage or defects are visible.
- 3. Slings should not be shortened with knots, bolls, or other makeshift devices.
- 4. Slings should not be loaded beyond their rated capacity, according to the manufacturer's instructions.
- 5. Job or shop hooks and links, or makeshift fasteners, formed from bolts, rods, or other such attachments should not be used.
- 6. When U-bolts are used for eye splices, the U-bolt should be applied so that the "U" section is in contact with the dead end of the rope.

### **WELDING & CUTTING**

- 1. You should be instructed in the safe use of welding equipment before using. If working in NYC you must have the proper NYC FDNY Certificates of Fitness.
- 2. Each welder is responsible for containing sparks and slag and/or removing combustibles to prevent fire.
- 3. All employees engaged in welding and burning operations should use a face shield, goggles, or appropriate welding helmet and welding gloves.
- 4. No arc or flame welding operation is permitted in areas where the application of flammable paints is taking place or where combustible dust or flammable liquids are present.
- 5. A suitable fire extinguisher should be located in welding areas at all times.
- 6. When practical, objects to be welded, cut, or heated should be moved to a designated safe location, or if the object to be welded, cut or heated cannot be readily moved, all moveable fire hazards in the vicinity should be taken to a safe place, or otherwise protected.
- 7. Ensure that a hot-work permit has been obtained from General Contractor if applicable.
- 8. Fire Guards will maintain a log book.
- 9. Fire Guards will be present during hot work with extinguisher on hand and will inspect ½ hour after the completion of hot work and another ½ hour later.

### Stairways & Ladders

A stairway or ladder should be provided at all points of access where there is a change in elevation of 19 inch or more and no ramp, runway, sloped embankment or personal hoist is provided.

### Stairways

- 1. Stairways should be kept free of hazardous projections such as nails and screws.
- 2. Slippery conditions on stairways should be eliminated before the stairways are used.
- 3. Stairways greater than 30 inches high or with four or more risers should be equipped with at least one handrail, and one stair rail system along each unprotected side or edge.

### Ladders

- Inspect ladders before use. Ladders with broken or missing rungs, cleats or steps, broken or split rails, or corroded parts should be tagged out and removed from the jobsite immediately. Use the ladder inspection checklist (Appendix B).
- Ladders used to access an upper floor or platform should extend three feet above the upper landing surface.
- 3. When in position, a ladder should be securely tied at the top to prevent slipping or secured at the base by a fellow employee.
- 4. Ladders should be erected exercising the 4:1 ratio: for every four feet of working length off the ladder, the base will be placed one foot from vertical.
- 5. The area at the top and bottom of ladders should be kept clear at all times.
- 6. Always face a ladder when ascending or descending and maintain at least three points of contact with the ladder at all limes (e.g., two feet and one hand).
- 7. Make sure ladders are free from ice, snow, mud, or other slippery materials before use.
- 8. Never use a ladder in a horizontal position as a platform or scaffold.
- 9. A double cleated ladder or two or more separate ladders should be provided if ladders are the only means of access/exit from a working area of 25 employees, or the ladder serves simultaneously two-way traffic.
- 10. Ladders should be used only for the purpose for which they were designed. Ladder rungs should not be used to support the ends of planks or other similar work platforms.

### Step Ladders

- 1. Do not use ladders in the folded position as a straight ladder would be used. Open the legs and secure the locking mechanism.
- 2. Do not stand on the top two steps of a step ladder.

### **MOTOR VEHICLE SAFETY**

- 1. Seat belts should be worn at all times by employees operating or riding on motor vehicles or machinery. (Exceptions: equipment designed for stand-up operation.)
- 2. Vehicles used to transport employees should have seats firmly secured and adequate for the number of employees to be carried. Employees should not ride on fenders or running boards or any other piece of equipment not meant for human occupancy.
- 3. Horns should be in working order on all bi-directional machinery.
- 4. Motor vehicle equipment with an obstructed view to the rear should not be operated unless the vehicle has a reverse signal audible above the surrounding sound or the vehicle is backed up only when an observer signals that it is safe to do so.
- Operators of all motor vehicle equipment are responsible for the safe operation of their vehicle at all times.

### **FORKLIFT OPERATION**

- 1. Only the driver is permitted to ride on forklift trucks.
- 2. Seat belts must be worn at all times.
- 3. Operator must have the appropriate training certification available.
- 4. Do not exceed the rated capacity of the forklift,
- 5. Keep forks down. Operate with forks just high enough to clear obstructions.
- 6. Operate the truck in reverse if the load is too high or too wide to see around,
- 7. Park with the forks down and the parking brake set.

### **HEAVY EQUIPMENT OPERATION**

- 1. Heavy equipment such as back hoes and dump trucks will only be operated by authorized personnel.
- 2. Unauthorized persons are not permitted to ride in the cabs of heavy equipment.
- 3. Lower any movable buckets when you stop the vehicle.
- 4. Always block any movable bucket if it is being inspected or having maintenance.
- 5. Report all operating malfunctions immediately.
- 6. If the operator's compartment is designated a high noise level area, hearing protection should be worn.
- 7. Maintenance or repairs should not be done with the engine running.

### SAFETY AND HEALTH TRAINING

Our employees will receive safety and health training in accordance with the job tasks they are required to perform, and for the hazards they may encounter on the job. If employees receive training through their union or through their previous employer, their training credentials should be verified prior to any work activities.

Toolbox talks of 5 to 10 minutes must be held by superintendents and/or foreman.

The subject to each training talk should be chosen to relate to the type of work that is being performed. For example, the use of safety glasses when using circular saws, grinders, table saws, radial arm saws, jack hammers, power actuated tools, etc.

A log of Tool Box Talks with employee attendance/sign in sheets will be kept on site. Copies should be forwarded to the home office.

### **RETRAINING**

When the Your Company Name has reason to believe that an employee lacks the skill or understanding needed for working safely, management shall ensure that such employee is retrained so that the prerequisite proficiency is regained. Retraining is required in at least the following situations:

- •Where changes at the jobsite present a hazard about which an employee has not been previously trained; or
- •Where inadequacies in an affected employee's knowledge or skills indicate that the employee has not retained the requisite proficiency.

### **NEW EMPLOYEE TRAINING**

All new employees will be trained by a member of the management staff prior to starting work. The "New Employee Safety Orientation Checklist" shall be used by trainers (managers, superintendents, foremen, safety professionals, etc.) as a reminder of the items that must be reviewed with the employee. All items must be initialed or identified as not applicable. The employee must sign the checklist and the management representative after the orientation is complete.

This form will be given to the project manager or home office and kept in the employee's personnel file.

### **New Employee Safety Orientation Checklist**

Instructions to Trainer: Initial each item as you discuss it with the employees. This checklist must be completed before the employee starts work.

<u>ltem</u>			Completed		
1.	Employee received Company Safety Program	n			
2.	Review:				
	Safety and Health Policy Employee General Safety and Health Rules Disciplinary Policy and Procedures Employee Responsibilities				
3.	Instruct:				
4.	How to report unsafe conditions What to do in the event of an injury on the State when and where safety tool box meet Use of required personal protective equipm Explain Fire Evacuation/Emergency Plan Proper lifting techniques and importance of Hazcom Policy and provide training Other (Please List)	ings are ent			
l acknowledge that information on the above subjects was furnished to me during my orientation and that I understand this information and was given the opportunity to ask questions.					
Employ	ee Signature	Trainer Signature			
Date		Date	<u> </u>		

### COMPETENT PERSON DESIGNATION

It is the responsibility of top management to appoint an individual as a competent person who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them. A competent person will be designated for each worksite and for each operation requiring a competent person. The designation of the competent person will be in writing.

There is the possibility that more than one competent person may be necessary, depending on the range of hazards on the project, the size of the project, and the distance between operations on a project.

### **REPORTING UNSAFE CONDITIONS/BEHAVIORS**

All site employees are responsible for reporting unsafe conditions or risky behavior immediately to their supervisor/foreman. If the employee feels more comfortable reporting the condition or behavior to upper management, the employee may do so. Employees are encouraged to report unsafe conditions and behaviors without fear of retaliation. Your Company Name will investigate all reports of unsafe conditions or behaviors and take corrective action as necessary.

### ACCIDENT/INJURY REPORTING, FIRST AID, BLOODBORNE PATHOGENS

Our company will provide first aid supplies at each work location and all personnel are to know procedures to follow in case of an emergency.

- 1. Report all injuries immediately, no matter how minor, to your foreman and/or jobsite office.
- 2. Emergency phone numbers for fire, police and ambulance will be posted.
- 3. Please note that if any employee renders first aid or uses a first aid kit to assist a co-worker (although such action is not required by anyone's duties) we would view this activity as a "Good Samaritan" act. Note: First aid kits are to be approved by a licensed medical doctor.
- 4. In the rare occurrence that medical attention is not available within 3-4 minutes, the Your Company Name will provide a trained first aider on each shift.
- 5. Work-related fatalities must be reported to OSHA within 8 hours of finding out about them.
- 6. Any inpatient hospitalization, amputation, or eye loss must be reported to OSHA within 24 hours of learning about it.

### **ACCIDENT INVESTIGATION**

Each superintendent or foreman will make a documented report of every incident, even those without injury, within twenty-four (24) hours of the occurrence. Reports are to be completed as soon as possible to avoid changes in physical conditions and witness reports. Note: Any accident that causes a fatality or three or more employees to be hospitalized must be reported to OSHA within eight hours of the incident.

Accident reports highlight problem areas. Through the use of good reports, accident patterns can be detected and resources directed toward prevention. Accident reports make excellent training tools. The cause and effect of accidents can be reviewed at safety meetings.

- Superintendents and foremen will be trained in accident investigation techniques.
- Accident investigation is a management function that must be executed at the superintendent/foreman level.

- All accidents/incidents must be investigated regardless of the extent of the injury or damage.
- Employees will never be allowed to fill out their own accident investigation report.
- Focus must be fact finding not fault finding.
- Superintendents and foremen must identify the unsafe act or unsafe condition.
- Superintendents or foremen should obtain witness accounts as soon as possible.
- Superintendents and foremen should provide recommendations for corrective actions and management will
  ensure implementation.
- Superintendent/foreman will be provided with an accident investigation form.

### RECORDKEEPING

Records must be maintained and kept up to date by the superintendent or foremen at each jobsite and/or office. These records must be available for review at all times. The following records must be maintained.

Supervisor's Investigation and Record of Incident

OSHA LOG (form 300) <a href="http://www.osha.gov/recordkeeping/RKforms.html">http://www.osha.gov/recordkeeping/RKforms.html</a>

Jobsite inspection forms/notes

Log of Tool Box Talks (include names and signatures of employees present)

Required equipment documentation (i.e. permits, inspection records, maintenance log)

Hazard Communication Plan and Safety Data Sheets

Required Regulatory Training Records (i.e. OSHA, NYC DOB, etc.)

OSHA Poster Explaining Employee Rights http://www.osha.gov/Publications/poster.html

Accident Forms - Medical Records

Safety Policy

**Emergency Phone Number List** 

### SUBCONTRACTOR COMPLIANCE

All subcontractors will comply with all federal, state, and local safety and health laws. Contractual agreements with subcontractors will state that they must provide the following:

Certificate of Insurance

Hazard Communication Plan, Chemical Inventory List, and Safety Data Sheets (SDS's)

Safety Program

Name and phone number of safety contact or competent person.

The subcontractor will provide documentation that all of their employees have received all required safety and health training prior to working on any of our jobsites. Safety and health training of the subcontractor's employees will be the sole responsibility of the subcontractor.

All subcontractor employees will be required to arrive on-site with the required personal protective equipment. No subcontractor employee shall be granted access to the jobsite without the required PPE. It is the subcontractor's responsibility to ensure their employees adhere to the PPE policy of the jobsite.

Any subcontractor's employee observed violating jobsite safety rules or other safety and health policies are subject to removal from the jobsite.

### SUPERINTENDENT/FOREMEN SELF-INSPECTION

It is our policy to reduce and eliminate hazard exposures that can lead to employee injury or property damage. Self-inspection is one way to provide a safe workplace for our employees.

Super/foreman is required to make daily visual inspections of their work areas and to test all equipment safety devices prior to the start of the work shift. Corrective action must be provided immediately if any hazards exist or if any safety devices are not functioning properly. If the equipment cannot be repaired before being used so that it is safe to use, then it must be removed from service.

Super/foreman is required to complete a weekly inspection of the work site using a checklist. If any hazardous conditions are noted, corrective action must be taken. If the corrective action is beyond our authority and/or capability, keep all employees away from the hazardous condition until it is corrected or controlled. Notify the project manager in writing to request corrective action. Super/foreman is expected to follow up on reported hazards to make sure they have been eliminated or controlled.

All completed checklists, signed and dated by the super/foreman where indicated must be turned into the home office on or before the last work day of each week.

Lack of appropriate inspections as well as falsification of inspections is a violation of company procedure and may be a civil and/or criminal violation of federal and/or state laws and/or regulations.

### **DISCIPLINARY POLICY PROCEDURES**

All employees are expected to comply with jobsite rules and regulations, and to follow established operating procedures set forth by this company. Violations will not be tolerated and superintendent/foreman will be held accountable for the conduct of their employees.

Superintendents and foremen are required to take action when a violation is observed. Immediate action to control or eliminate a hazard is required.

In the event a violation is observed, the following procedures have been established to place an employee on notice.

### **First Offense**

A written warning addressed to the employee and a copy placed in the employee's file referencing the violation and warning, including date and time.

### **Second Offense**

A written warning addressed to the employee with reference to the violation including date and time of the occurrence. A copy of this warning will be given to the employee, the union shop steward, and another copy will be placed in the employee's file.

### **Third Offense**

A written warning similar to the second notice will be prepared and distributed in the same manner. This warning will be followed by a meeting with the employee, union shop steward, foreman and/or project manager and senior management to determine whether the employee will be suspended without pay or terminated depending upon the nature of the violation.

### **Fourth Offense**

Termination

- \* Within any consecutive 12 month period.
- \* This policy is in effect unless there is a policy in our labor/management agreement.

The above procedure has been prepared so that there is no question about how violations of rules, regulations, and procedures will be handled by management and so that employees will know what to expect if they do not comply with the established rules, regulations, and procedures. Management knowledge of unsafe behavior and lack or appropriate documented discipline may be a violation of federal, state laws and regulations.

### DRUG AND ALCOHOL PROGRAM

### **Policy Statement**

Your Name Company will not tolerate or condone substance abuse. It is our policy to maintain a workplace free from alcohol and other drug abuse and its effects.

It is the policy of Your Name Company that employees who engage in the sale, use, possession or transfer of illegal drugs or controlled substances, or who offer to buy or sell such substances; the use of alcohol during working hours; or the abuse of prescribed drugs will be subject to disciplinary action up to and including termination.

# **AUTHORIZED DEALER CERTIFICATION**

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

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# PUBLIC CONSTRUCTION BOND ACT COMPLIANCE

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

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# DISCLOSURES AND POTENTIAL CONFLICT OF INTEREST

Homewood's Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all bids, the Village of Homewood shall require all bidders including owners or employees to investigate whether a potential or actual conflict of interest exists between the bidders and the Village of Homewood, their officials, and/or employees. If the bidders discover a potential or actual conflict of interest, the bidders must disclose the conflict of interest in its proposal, identifying the name of the municipal official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing bidder from consideration. Information provided by the bidders in this regard will allow the Village of Homewood to take appropriate measures to ensure the fairness of the bidding process.

By submitting a bid, all bidders acknowledge and accept that if the Village of Homewood discovers an undisclosed potential or actual conflict of interest, the Village of Homewood may disqualify the bidders and/or refer the matter to the appropriate authorities for investigation and prosecution.

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# **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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### **HOLD HARMLESS AGREEMENT**

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

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

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# INSURANCE REQUIREMENTS

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

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

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# PREVAILING WAGE CERTIFICATION

The bidder shall certify that it will comply with the Illinois Prevailing Wage Act. (830 ILCS 130/1 et seq.)

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

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# ACKNOWLEDGEMENT OF BID/CONTRACT TERMS

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

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Signature	
Tony Alonso	
Name (Print)	
Secretary	
Title	
GC Designs Inc.	
Organization	
335 Wildy Rd Minooka IL 60447	
Address	
10/22/25	
Date	
	WITNESS:
	Garl Com 1 PAUL CRACEO
	Signature/Printed Name
	10-22-25
	Date