

MEETING AGENDA



Board of Trustees Meeting

Village of Homewood

December 10, 2024

Meeting Start Time: 7:00 PM

Village Hall Board Room

2020 Chestnut Road, Homewood, IL

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

Please see last page of agenda for virtual meeting information.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Introduction of Staff
5. Minutes:
 - Consider a motion to approve the minutes from the regular meeting of the Board of Trustees held on November 26, 2024.
6. Claims List:
 - Consider a motion to approve the Claims List of Tuesday, December 10, 2024 in the amount of \$501,726.89.
7. Hear from the Audience
8. Meet Your Merchants
9. Omnibus Vote: Consider a motion to pass, approve, authorize, accept, or award the following item(s):
 - A. R-3205/Illinois Department of Transportation/Rights-of-Way: Pass a resolution for the Village to obtain permits from the Illinois Department of Transportation (IDOT) to perform work within IDOT rights-of-way during the calendar years 2025 and 2026 in accordance with State requirements.
 - B. R-3206/Motor Fuel Tax Funds/Rock Salt: Pass a resolution appropriating \$100,000 of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of the Illinois Highway Code for the purchase of rock salt.
 - C. Stormwater Station 1 Upgrades/Metropolitan Industries, Inc.: Waive competitive bidding for Programmable Logic Controller and Communication Upgrades at Stormwater Station 1 due to the utilization of a vendor currently under contract or that serves as the Village designated vendor for system maintenance; and, approve the replacement of a Programmable Logic Controller (PLC), Cellular Communication Upgrade, and adjustment of float switches for Stormwater Station 1 by Metropolitan Industries, Inc. of Romeoville, IL in an amount not to exceed \$56,139.

- D. Redevelopment Agreement/Joaquin Anguiano/18134-18138 Dixie Highway: Authorize the Village President to enter into a redevelopment agreement with Joaquin Anguiano at 18134-18138 Dixie Highway.
 - E. M-2324/Purchase and Sale Agreement/18134-18138 Dixie Highway: Pass an ordinance approving a purchase and sale agreement between the Village of Homewood and Joaquin Anguiano for the property located at 18134-18138 Dixie Highway.
 - F. R-3207/Cook County Class 8 Incentive/18134-18138 Dixie Highway: Pass a resolution supporting Class 8 status under the Cook County Real Property Assessment classification ordinance for real estate located at 18134-18138 Dixie Highway.
 - G. R-3208/Redevelopment Plan and Project/Proposed Harwood TOD Redevelopment Project Area: Pass a resolution that makes available for public inspection, the redevelopment plan and project and the qualification report for the proposed Harwood TOD Redevelopment Project Area.
 - H. M-2325/Termination of 187th Street/Dixie Highway Redevelopment Project Area: Approve an ordinance terminating the 187th Street/Dixie Highway Redevelopment Project area.
 - I. M-2326/Proposed North Halsted Tax Increment Financing: Approve an ordinance convening a joint review board and calling a public hearing for the proposed North Halsted TIF Redevelopment Project Area Plan, the designation of the North Halsted TIF Redevelopment Project Area, and the adoption of tax increment allocation funding.
 - J. M-2327/2024 Real Estate Tax Levy: Pass an ordinance levying taxes for corporate purposes and for special funds for the fiscal year commencing on the first day of May 2025 and ending on the thirtieth day of April 2026 for the Village of Homewood.
 - K. M-2328/2024 Real Estate Tax Levy: Pass an ordinance increasing the 2024 Street and Bridge tax levy in the Village of Homewood.
 - L. M-2329/2024 Real Estate Tax Levy: Pass an ordinance directing the Cook County Clerk to reduce the Village of Homewood's 2024 levy, if necessary, to comply with the property tax extension limitation law.
10. New Business:
- A. Presentation/Water Rate Study Update: Burns & McDonnell will present a brief update of the ongoing Water Rate Study.
 - B. Presentation/Five-Year Capital Improvement Plan: Discussion of the Five-Year Capital Improvement Plan as presented.
 - C. Approval of Fund Transfer/General Fund/Capital Projects Fund: Consider a motion to approve the transfer of one month of operating expenses in the amount of \$2,300,000 from the General Fund unassigned fund balance (Fund 01) to the Capital Projects Fund (Fund 37).
11. General Board Discussion
12. Executive Session: Consider a motion to enter into executive session to discuss the following:
Setting of a price for sale or lease of property owned by the public body under 5 ILCS 120/2(c)6.
13. Adjourn

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

- To View the Meeting via Computer or Smartphone - Type in: Zoom.us into any internet browser.
Select: JOIN A MEETING from menu at top right of page. Meeting I.D.: 980 4907 6232
Meeting Password: 830183. Enter an email address (required), or
 - To Listen to the Meeting via Phone - Dial: (312) 626-6799
Enter above "Meeting I.D. and Meeting Password" followed by "#" sign
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VILLAGE OF HOMEWOOD
BOARD OF TRUSTEES MEETING
TUESDAY, NOVEMBER 26, 2024
VILLAGE HALL BOARD ROOM

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

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

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

President Hofeld introduced staff present: Village Manager Napoleon Haney, Village Attorney Chris Cummings, Director of Economic and Community Development Angela Mesaros, Fire Chief Bob Grabowski, Police Chief Denise McGrath, Director of Public Works Josh Burman, Assistant Director of Economic and Community Development Noah Schumerth, and Assistant Village Manager Terence Acquah.

MINUTES: The minutes of November 12, 2024, were presented. There were no comments or corrections.

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

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

CLAIMS LIST: The Claims List in the amount of \$292,652.08 was presented. There were no questions from the Trustees.

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

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

HEAR FROM THE AUDIENCE: Elizabeth Kaye said she moved to Homewood 30 years ago for its many amenities and now that she is retired, she enjoys going to the Izaak Walton Preserve daily. She asked the Board to make the issue of potential pollution in the Prairie Lakes stormwater detention area in the Izaak Walton Preserve to be a priority.

Liz Varnecky of South Suburbs for Green Space also spoke on the pollution issue at the Prairie Lakes stormwater detention area in the Izaak Walton Preserve. She contends the village violates its own rules and has failed to reimburse the Homewood Izaak Walton Preserve Inc. for a previous water quality study.

Manager Haney addressed the issue around Prairie Lakes stormwater detention area saying the Village did not receive a bill for the previous study until this week. Trustees will be asked to

reimburse the preserve for its share of the study at the Dec. 10 meeting. The Village has been working with the Illinois Environmental Protection Agency and has provided it with various documents showing the Prairie Lakes were created to be stormwater detention ponds. Because IEPA moves slowly, the Village, along with the Homewood Izaak Walton Preserve board, has agreed to another independent study. The Village is developing a scope of work in preparation for hiring an outside vendor to conduct the water quality study.

OATH OF OFFICE: Chief Grabowski said with the retirement of Tom Gaskin after 26 years of service, two members of the Fire Department have been promoted to new positions.

Matt Moran is being promoted to Lieutenant. He joined the department in 2006 as a full-time firefighter/paramedic. He has several certifications, including basic firefighter, advanced firefighter, fire apparatus engineer, and EMT/paramedic. Clerk Thomas administered the oath of office to Lt. Moran.

Chief Grabowski said Jason Presnak is being promoted to Captain. He has been with the Homewood Fire Department since 2002 and was promoted to lieutenant in 2019. He holds several certifications, including basic firefighter, advanced firefighter, fire apparatus engineer, fire officer I and advanced fire officer II, and EMT/paramedic. Clerk Thomas administered the oath of office to Capt. Presnak.

PRESENTATIONS: Director Mesaros gave an overview of the downtown parking situation. Trustees asked for the review after the Board was presented with a plan for a residential development on what now is the village parking lot at Harwood Avenue and Chestnut Road.

Mesaros outlined the various studies that examined parking, including the 2005 Village Master Plan. She said that the Village Hall parking lot originally was residential, but the Village acquired the parcels in the mid-20th century. The lot has 137 spaces and is used on weekdays by Village staff and Village Hall visitors, and at various times it serves as parking for Village activities, such as the Farmers Market, Fall Fest, etc.

The Village had a proposal for a residential development on the site several years ago, but it was never developed. Now the Village has a proposal for a five-story 59-unit residential development from HCF Homewood LLC, the developer of the Hartford Building in downtown. The first floor will be parking for residents. If approved by the Village Board, construction could start in April 2025.

Mesaros stated that while the Village would lose the public parking spaces in the lot if the proposed apartments were built, parking is now available after 4 p.m. and on weekends at the commuter lot (which the Village owns) on Harwood Avenue north of the Metra station. Additionally, the Village is negotiating an agreement with St. John Neumann Church/Archdiocese of Chicago to use the church's parking lot for staff. The Village also is exploring assuming jurisdiction of Harwood Avenue from the State of Illinois and making Harwood one-way to create 24 additional parking spaces.

Mesaros said that developing the existing Village Hall parking lot with new housing would foster investment in the downtown area.

Trustees thanked Director Mesaros for her presentation. Trustee Mason was happy to see that although the Village would lose 137 spaces, plans show that they will be replaced by other parking options.

Trustee Roman said she appreciated the housing proposal. People are looking for affordable housing options. However, much has changed in the downtown since the last parking study in 2019. She was not sure now was the right time for another major change. She asked that the proposal not be brought to the board until all the outstanding needs (i.e., Harwood one-way and church parking availability) are in place.

Trustee Opyd agreed. She also asked for the proposal to be made available for comments from the public, and not just before the Village Board. She said the Village should conduct various meetings for feedback. She pointed out that Stoney Point Grill is asking for valet parking, and one suggestion is that the cars be parked on the village lot that would be eliminated by this development. Manager Haney said there is no formal agreement with Stoney Point Grill, although they are allowed to use public parking for their proposed valet service.

President Hofeld proposed Village staff work on getting the Illinois Department of Transportation to deed Harwood Ave. to the Village so that it could be converted to one-way traffic and parking could be implemented. Also, that the Village staff should continue its work on the use of the St. John Neumann parking lot issue. He said the proposed residential development would bring an estimated 100 new residents to the downtown area to shop and eat.

OMNIBUS VOTE: The board was asked to pass, approve, authorize, accept, or award the following item(s):

- A. 2023 Annual Report/Police Department: Accept the 2023 Annual Report of the Police Department.
- B. MC-1084/Zoning Text Amendment/Child Care Centers: Pass an ordinance amending the text of the Zoning Ordinance to allow Child Care Centers as a Special Use in the B-2 Downtown Transition zoning district with the following standards: Child Care Centers in the B-2 Downtown Transition zoning district shall operate in a freestanding, single-use principal building and must be at least 3,000 square feet in gross floor area.
- C. M-2322/Zoning Map Amendment/18341 Dixie Highway: Pass an ordinance approving a map amendment for the property at 18341 Dixie Highway from the R-2 Single-Family Residence zoning district to the B-2 Downtown Transition zoning district.
- D. M-2323/Special Use Permit/Child Care Center/18341 Dixie Highway: Pass an ordinance allowing a child care center as a special use permit at 18341 Dixie Highway, subject to the following conditions: (1) The applicant must provide a revised site drawing restriping the parking lot for 16 parking spaces in the rear before the issuance of a business license or any building permit associated with the proposed use; and (2) The applicant must provide one (1) ADA-accessible handicap space on the site before issuance of a business license or any building permit associated with the proposed use.
- E. R-3203/2024 Vehicle and Equipment Leasing Program/BMO Harris Investment Company LLC: Pass a resolution for the 2024 vehicle and equipment leasing program between the Village of Homewood and BMO Harris Investment Company LLC, which will allow for the replacement of seven (7) vehicles and equipment that are past their useful life and will assist the Village to better manage cash flow.

- F. Purchase Approval/Ford Utility Interceptor/Currie Motors Fleet: Approve a budget amendment in the amount of \$70,000 from American Rescue Plan Act (ARPA) Funds; waive competitive bidding due to acquisition of the vehicle from a vendor through a cooperative purchasing program; and, approve the purchase, equipment installation, and outfitting of one (1) Ford Utility Interceptor from Currie Motors Fleet of Frankfort, IL through the Suburban Purchasing Cooperative in the amount of \$69,914.
- G. Agreement Amendment/Traffic Signal Maintenance/Meade, Inc.: Authorize the Village President to enter into an amended service agreement for traffic signal maintenance with Meade, Inc. of Willowbrook, IL for a cost of \$192.83 per location, per month in a total amount not to exceed \$20,825.64 from January 1, 2025 to December 31, 2025.
- H. Contract Renewal/Sidewalk Survey and Saw-Cutting or Grinding of Trip Hazards/Universal Concrete Grinding LLC: Approve the renewal of the 2022 contract for Sidewalk Survey and Saw-Cutting or Grinding of Trip Hazards with Universal Concrete Grinding, LLC of Girard, OH for the unit prices \$32.63 each, in an amount not to exceed \$171,960.
- I. Bid Award/183rd Street Viaduct Railing Replacement/K Brothers Fence: Award the 183rd Street Viaduct Railing Replacement to K Brothers Fence of Mokena, IL, the lowest responsible bidder, for the demolition, removal, and replacement/installation of 810 feet of fencing located along the 183rd Street viaduct in the amount of \$50,391; and, approve the purchase of ten (10) additional inventory replacement panels at \$240 per panel, for a total cost of \$52,791.
- J. Bid Award/Asbestos Abatement/17900 Dixie Highway: Approve a budget amendment in the amount of \$55,000 from American Rescue Plan Act (ARPA) funds to this project; and award the bid for Asbestos Abatement for the property at 17900 Dixie Highway to Nationwide Environmental & Demo LLC of Franklin Park, IL, the lowest responsible bidder, for a total amount not to exceed \$148,800.
- K. R-3204/Proposed North Halsted Redevelopment Project Area: Pass a resolution that makes available for public inspection, the redevelopment plan and project, and the qualification report for the proposed North Halsted Redevelopment Project Area.
- L. Meeting Cancellation/December 24, 2024: Approve the cancellation of the regular meeting of the Board of Trustees scheduled for December 24, 2024.

Before the vote, Trustee Roman asked if the owner of the childcare center could address the board on her proposal. Wilnetta Robinson proposes to open On Cloud Nine Child Care at 18341 Dixie Highway. The property has been vacant for about eight years. She has done in-home childcare and now wants a commercial space. She also hopes to offer options to extend services to involve children in her care in park district and other after-school activities.

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

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

GENERAL BOARD DISCUSSION: Trustees wished residents a Happy Thanksgiving. Trustee Heiferman reminded residents that Holiday Lights winter festival is set for Dec. 6. Trustee Mason gave safety tips on cooking a turkey, including not cooking on a deck. He also reminded shoppers to be aware of their surroundings at this time of year. Trustee Opyd urged residents to explore local businesses.

Public Works Director Burman said a new aerial truck was parked outside for inspection. It can extend to 55 feet compared to the previous truck that reached only 35 feet. The truck will be used for tree trimming and other public works projects.

Manager Haney reminded the public that Village Hall will be closed Thursday, Friday, and Saturday for the Thanksgiving Day holiday.

A motion was made by Trustee Opyd and seconded by Trustee Willis to move into Executive Session to discuss potential litigation.

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

The Board entered into Executive Session at 8:10 p.m.

The Village Board returned from Executive Session at 8 :17 p.m.

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

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

The meeting adjourned at 8:17 p.m.

Respectfully submitted,

Marilyn Thomas
Village Clerk



PUBLIC COMMENTS –
for the Tuesday, November 26, 2024 Board Meeting

From: Bob Robertson
Sent: Tuesday, November 19, 2024 9:45 PM
To: PublicComments
Subject: 911 and speeding in Homewood

On November 19th, 2024, at 9:34pm, I called 911. On October 10th, the Homewood Police Department posted to their Facebook page that we should call if cars are speeding. I reported for the third time on November 19th that cars were speeding on 187th Street at 9:34pm. The operator told me nothing can be done unless a formal complaint is made. This is not how this works. If I call about speeding cars, you need to do something about it, not disregard me and tell me you are powerless.

Name	Description	DEPARTMENT	Net Invoice Amount
AARON MEYER	2025 CELL PHONE REIMBURSEMENT	MANAGER'S OFFICE	120.00
Total AARON MEYER:			120.00
ADVANCE SWEEPING SERVICE	STREET SWEEPING	PUBLIC WORKS	10,033.32
Total ADVANCE SWEEPING SERVICES INC:			10,033.32
ALRO STEEL CORPORATION	STEEL	PUBLIC WORKS	661.00
Total ALRO STEEL CORPORATION:			661.00
AMAZON CAPITAL SERVICES IN	OPERATING SUPPLIES	FIRE DEPARTMENT	237.30
AMAZON CAPITAL SERVICES IN	OPERATING SUPPLIES	FIRE DEPARTMENT	66.42
AMAZON CAPITAL SERVICES IN	BOO BOO ICE PACKS	FIRE DEPARTMENT	45.25
AMAZON CAPITAL SERVICES IN	OPERATING SUPPLIES	FIRE DEPARTMENT	52.98
AMAZON CAPITAL SERVICES IN	WEBCAMS FOR PD	MANAGER'S OFFICE	99.98
AMAZON CAPITAL SERVICES IN	LAMINATING POUCHES	FIRE DEPARTMENT	81.81
Total AMAZON CAPITAL SERVICES INC:			583.74
AMERICAN LAWN LLC	SHOPPING CARTS	FIRE DEPARTMENT	175.00
Total AMERICAN LAWN LLC:			175.00
AMERICAN PRINTING TECHNO	WEBSITE MAINTENANCE	MANAGER'S OFFICE	86.00
Total AMERICAN PRINTING TECHNOLOGIES INC:			86.00
AMY ZUKOWSKI	2025 CELL PHONE REIMBURSEMENT	MANAGER'S OFFICE	480.00
Total AMY ZUKOWSKI:			480.00
ANGELA MESAROS	2025 CELL PHONE REIMBURSEMENT	MANAGER'S OFFICE	480.00
Total ANGELA MESAROS:			480.00
ANTONIA STEINMILLER	2025 CELL PHONE REIMBURSEMENT	MANAGER'S OFFICE	480.00
Total ANTONIA STEINMILLER:			480.00
ASC INDUSTRIES	OPERATING SUPPLIES PW	PUBLIC WORKS	420.00
Total ASC INDUSTRIES:			420.00
BARRACUDA NETWORKS INC	MESSAGE ARCHIVER	MANAGER'S OFFICE	2,400.00
BARRACUDA NETWORKS INC	MESSAGE ARCHIVER	MANAGER'S OFFICE	2,400.00
Total BARRACUDA NETWORKS INC:			4,800.00
BK EQUIPMENT CO	OPERATING SUPPLIES PW	PUBLIC WORKS	587.76
BK EQUIPMENT CO	OPERATING SUPPLIES PW	PUBLIC WORKS	43.38
Total BK EQUIPMENT CO:			631.14
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES - FD	FIRE DEPARTMENT	472.96

Name	Description	DEPARTMENT	Net Invoice Amount
Total BOUND TREE MEDICAL LLC:			472.96
BRADY WILLIAMS	WATER DEPOSIT REFUND	ASSETS	14.41
Total BRADY WILLIAMS:			14.41
BRYAN ENVIRONMENTAL CON	IZAAK WALTON PRESERVE TESTING	PUBLIC WORKS	860.00
Total BRYAN ENVIRONMENTAL CONSULTANTS INC:			860.00
CHARLENE DYER	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	296.19
Total CHARLENE DYER:			296.19
CHARLES MARTIN	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	564.80
Total CHARLES MARTIN:			564.80
CHARLES SCHEIWE	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	703.20
Total CHARLES SCHEIWE:			703.20
CHICAGO COMMUNICATIONS L	COMMUNICATIONS EQUIPMENT	FIRE DEPARTMENT	876.92
Total CHICAGO COMMUNICATIONS LLC:			876.92
CHRISTOPHER J CUMMINGS P	PROSECUTIONS	MANAGER'S OFFICE	1,760.00
CHRISTOPHER J CUMMINGS P	GENERAL LEGAL	MANAGER'S OFFICE	10,833.02
CHRISTOPHER J CUMMINGS P	GENERAL LEGAL	MANAGER'S OFFICE	1,261.88
CHRISTOPHER J CUMMINGS P	NE TIF GENERAL LEGAL	PUBLIC WORKS	652.70
CHRISTOPHER J CUMMINGS P	DOWNTOWN TOD GENERAL LEGAL EXPENSES	EXPENSES	348.10
Total CHRISTOPHER J CUMMINGS PC:			14,855.70
COMED	UTILITIES	PUBLIC WORKS	2,034.13
COMED	UTILITIES		4,052.19
Total COMED:			6,086.32
COOK COUNTY BUREAU OF TE	LEEDS/CABS/T1 COUNTY LINE	MANAGER'S OFFICE	1,093.40
Total COOK COUNTY BUREAU OF TECHNOLOGY:			1,093.40
COOK COUNTY CLERK	RECORDING FEES - VA	MANAGER'S OFFICE	1,247.00
Total COOK COUNTY CLERK:			1,247.00
COOK COUNTY DEPT OF PUBLI	HEALTH INSPECTIONS JULY - SEPT 2024	MANAGER'S OFFICE	4,300.00
Total COOK COUNTY DEPT OF PUBLIC HEALTH:			4,300.00
CVB	HOTEL TAX - OCTOBER 2024	ASSETS	864.37
Total CVB:			864.37
D CONSTRUCTION INC	ASPHALT	PUBLIC WORKS	391.95

Name	Description	DEPARTMENT	Net Invoice Amount
D CONSTRUCTION INC	ASPHALT	PUBLIC WORKS	478.38
Total D CONSTRUCTION INC:			870.33
DANA ROBINSON	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	119.20
Total DANA ROBINSON:			119.20
DELTA SONIC CAR WASH	VEHICLE WASHES	PUBLIC WORKS	303.00
Total DELTA SONIC CAR WASH:			303.00
DENISE MCGRATH	2025 CELL PHONE REIMBURSEMENT	MANAGER'S OFFICE	480.00
Total DENISE MCGRATH:			480.00
DYNEGY ENERGY SERVIC	ENERGY	PUBLIC WORKS	9,395.85
DYNEGY ENERGY SERVIC	ENERGY	PUBLIC WORKS	1,254.54
DYNEGY ENERGY SERVIC	ENERGY	PUBLIC WORKS	560.42
DYNEGY ENERGY SERVIC	ENERGY	PUBLIC WORKS	757.33
DYNEGY ENERGY SERVIC	ENERGY	PUBLIC WORKS	39.51
DYNEGY ENERGY SERVIC	ENERGY	PUBLIC WORKS	6,304.08
DYNEGY ENERGY SERVIC	ENERGY	PUBLIC WORKS	5,126.74
Total DYNEGY ENERGY SERVIC:			23,438.47
ECO CLEAN MAINTENANCE	JANITORIAL SERVICE	PUBLIC WORKS	4,073.35
Total ECO CLEAN MAINTENANCE:			4,073.35
EVT TECH	2801 TAHOE	FIRE DEPARTMENT	139.95
Total EVT TECH:			139.95
FEDERAL EXPRESS	EXPRESS POSTAGE FEES	MANAGER'S OFFICE	54.55
FEDERAL EXPRESS	EXPRESS POSTAGE FEES	MANAGER'S OFFICE	35.59
Total FEDERAL EXPRESS:			90.14
FERNO WASHINGTON INC	ADAPTER	FIRE DEPARTMENT	423.00
Total FERNO WASHINGTON INC:			423.00
FLEET SAFETY SUPPLY	WATER DEPT REAPIR PARTS	PUBLIC WORKS	248.22
Total FLEET SAFETY SUPPLY:			248.22
FORD OF HOMEWOOD	EXHAUST EMISSION	FIRE DEPARTMENT	74.96
FORD OF HOMEWOOD	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	114.08
FORD OF HOMEWOOD	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	107.26
Total FORD OF HOMEWOOD:			296.30
FULL MOON DEVELOPMENT IN	18155 DIXIE HIGHWAY SETTLEMENT	MANAGER'S OFFICE	15,000.00
Total FULL MOON DEVELOPMENT INC:			15,000.00

Name	Description	DEPARTMENT	Net Invoice Amount
GALLAGHER MATERIALS	ASPHALT	PUBLIC WORKS	547.86
GALLAGHER MATERIALS	ASPHALT	PUBLIC WORKS	293.94
GALLAGHER MATERIALS	ASPHALT	PUBLIC WORKS	69.00
Total GALLAGHER MATERIALS:			910.80
GERALD TIENSTRA	PLUMBING INSPECTIONS	FIRE DEPARTMENT	2,000.00
Total GERALD TIENSTRA:			2,000.00
GFC LEASING	COPIER METERS	MANAGER'S OFFICE	107.00
Total GFC LEASING:			107.00
HARRY BOEREMA	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	468.80
Total HARRY BOEREMA:			468.80
HELSEL JEPPERSON ELECTRI	VH LIGHTING PROJECT	MANAGER'S OFFICE	147.79
HELSEL JEPPERSON ELECTRI	VH LIGHTING PROJECT	MANAGER'S OFFICE	191.84
HELSEL JEPPERSON ELECTRI	VH LIGHTING PROJECT	MANAGER'S OFFICE	661.19
Total HELSEL JEPPERSON ELECTRICAL:			1,000.82
HOME CLEANING CENTER OF	BCTC CLEANING	FIRE DEPARTMENT	300.00
Total HOME CLEANING CENTER OF AMERICA:			300.00
HR GREEN INC	PLAN REVIEWS FOR AUGUST 2024	FIRE DEPARTMENT	8,073.25
Total HR GREEN INC:			8,073.25
I.D.E.S.	Q3 2024 UNEMPLOYMENT	MANAGER'S OFFICE	2,570.00
Total I.D.E.S.:			2,570.00
IL ASSOC OF CHIEFS OF POLIC	POLICE APPLICANT ONLINE WRITTEN EXAM	MANAGER'S OFFICE	1,032.00
Total IL ASSOC OF CHIEFS OF POLICE:			1,032.00
IPBC	DECEMBER INSURANCE PREMIUM	MANAGER'S OFFICE	5,366.58
IPBC	DECEMBER INSURANCE PREMIUM	MANAGER'S OFFICE	2,965.46
IPBC	DECEMBER INSURANCE PREMIUM	MANAGER'S OFFICE	6.02
IPBC	DECEMBER INSURANCE PREMIUM	MANAGER'S OFFICE	1,933.11
IPBC	DECEMBER INSURANCE PREMIUM	MANAGER'S OFFICE	1,996.33
IPBC	DECEMBER INSURANCE PREMIUM	MANAGER'S OFFICE	1,709.85
IPBC	DECEMBER INSURANCE PREMIUM	PUBLIC WORKS	650.41
IPBC	DECEMBER INSURANCE PREMIUM	PUBLIC WORKS	5,956.50
IPBC	DECEMBER INSURANCE PREMIUM	PUBLIC WORKS	2,304.10
IPBC	DECEMBER INSURANCE PREMIUM	PUBLIC WORKS	4,590.55
IPBC	DECEMBER INSURANCE PREMIUM	PUBLIC WORKS	2,113.82
IPBC	DECEMBER INSURANCE PREMIUM	PUBLIC WORKS	1,259.54
IPBC	DECEMBER INSURANCE PREMIUM	PUBLIC WORKS	3,218.55
IPBC	DECEMBER INSURANCE PREMIUM	PUBLIC WORKS	6,996.16
IPBC	DECEMBER INSURANCE PREMIUM	PUBLIC WORKS	8,399.51
IPBC	DECEMBER INSURANCE PREMIUM	FIRE DEPARTMENT	32,015.63
IPBC	DECEMBER INSURANCE PREMIUM	FIRE DEPARTMENT	5,326.14

Name	Description	DEPARTMENT	Net Invoice Amount
IPBC	DECEMBER INSURANCE PREMIUM	FIRE DEPARTMENT	2,833.30
IPBC	DECEMBER INSURANCE PREMIUM	POLICE DEPARTMENT	58,290.73
IPBC	DECEMBER INSURANCE PREMIUM	POLICE DEPARTMENT	15,329.02
IPBC	DECEMBER INSURANCE PREMIUM	POLICE DEPARTMENT	3,490.23
IPBC	DECEMBER INSURANCE PREMIUM	POLICE DEPARTMENT	5,005.57
IPBC	DECEMBER INSURANCE PREMIUM	MANAGER'S OFFICE	57,393.06
IPBC	DECEMBER INSURANCE PREMIUM	PUBLIC WORKS	1,887.43
IPBC	DECEMBER INSURANCE PREMIUM	PUBLIC WORKS	10,757.38
IPBC	DECEMBER INSURANCE PREMIUM	PUBLIC WORKS	5,607.46
IPBC	DECEMBER INSURANCE PREMIUM	PUBLIC WORKS	3,909.88
IPBC	DECEMBER INSURANCE PREMIUM	PUBLIC WORKS	8,715.11
IPBC	DECEMBER INSURANCE PREMIUM	MANAGER'S OFFICE	228.74
Total IPBC:			260,256.17
IRMA	OCTOBER DEDUCTIBLE	PUBLIC WORKS	173.76
IRMA	OCTOBER DEDUCTIBLE	MANAGER'S OFFICE	320.00
Total IRMA:			493.76
IWM CORPORATION INC	GEOHERMAL MAINTENANCE/TESTING	PUBLIC WORKS	1,000.00
Total IWM CORPORATION INC:			1,000.00
JAMES FINFROCK	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	468.80
Total JAMES FINFROCK:			468.80
JONES PARTS & SERVICE INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	12,617.93
JONES PARTS & SERVICE INC	EMERGENCY REPAIRS PW	PUBLIC WORKS	4,997.55
JONES PARTS & SERVICE INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	1,627.68
JONES PARTS & SERVICE INC	WATER DEPT REPAIR PARTS	PUBLIC WORKS	490.40
JONES PARTS & SERVICE INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	176.11
Total JONES PARTS & SERVICE INC:			19,909.67
KANKAKEE TRUCK EQUIPMEN	VEHICLE PURCHASES	PUBLIC WORKS	6,960.00
KANKAKEE TRUCK EQUIPMEN	WATER DEPT REPAIR PARTS	PUBLIC WORKS	541.00
KANKAKEE TRUCK EQUIPMEN	STREET DEPT REPAIR PARTS	PUBLIC WORKS	483.04
Total KANKAKEE TRUCK EQUIPMENT:			7,984.04
KENNICOT BROS COMPANY IN	CHRISTMAS GREENS	PUBLIC WORKS	93.12
KENNICOT BROS COMPANY IN	CHRISTMAS GREENS	PUBLIC WORKS	2,852.55
KENNICOT BROS COMPANY IN	CHRISTMAS GREENS	PUBLIC WORKS	463.05
Total KENNICOT BROS COMPANY INC:			3,408.72
KEVIN W SHAUGHNESSY	POLICE APPLICANT POLYGRAPH	MANAGER'S OFFICE	500.00
Total KEVIN W SHAUGHNESSY:			500.00
KRISTINE ONEILL	2025 CELL PHONE REIMBURSEMENT	MANAGER'S OFFICE	120.00
Total KRISTINE ONEILL:			120.00
LAURA PIETRAS	WATER DEPOSIT REFUND	ASSETS	100.00

Name	Description	DEPARTMENT	Net Invoice Amount
Total LAURA PIETRAS:			100.00
LAW OFFICES OF DENNIS G GI	ADMINISTRATIVE HEARING OFFICER	MANAGER'S OFFICE	555.00
Total LAW OFFICES OF DENNIS G GIANOPOLUS PC:			555.00
LEAKS DENNIS	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	45.00
Total LEAKS DENNIS:			45.00
LINDSAY CABAY	2025 CELL PHONE REIMBURSEMENT	MANAGER'S OFFICE	240.00
Total LINDSAY CABAY:			240.00
LISA SYREN	2025 CELL PHONE REIMBURSEMENT	MANAGER'S OFFICE	120.00
Total LISA SYREN:			120.00
LOADRITE CENTRAL CORPORA	SALT SCALE	PUBLIC WORKS	825.00
Total LOADRITE CENTRAL CORPORATION:			825.00
M & J ASPHALT PAVING CO INC	SCIENCE CENTER PARKING LOT RESURFACING	PUBLIC WORKS	46,623.80
Total M & J ASPHALT PAVING CO INC:			46,623.80
MAREN RONAN	LOBBYING SERVICES	MANAGER'S OFFICE	3,000.00
Total MAREN RONAN:			3,000.00
MARIAN KIEPURA	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	338.06
Total MARIAN KIEPURA:			338.06
MARLA YOUNGBLOOD	2025 CELL PHONE REIMBURSEMENT	MANAGER'S OFFICE	480.00
Total MARLA YOUNGBLOOD:			480.00
MAXIMILIAN MASSI	2025 CELL PHONE REIMBURSEMENT	MANAGER'S OFFICE	480.00
Total MAXIMILIAN MASSI:			480.00
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	42.68
MENARDS INC	STREET DEPT TOOLS	PUBLIC WORKS	136.92
MENARDS INC	HARTFORD LIGHTING	MANAGER'S OFFICE	16.90
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	17.48
MENARDS INC	VH LIGHTING PROJECT	MANAGER'S OFFICE	277.49
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	97.94
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	18.66
MENARDS INC	HARTFORD LIGHTING	MANAGER'S OFFICE	40.48
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	7.22
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	52.52
MENARDS INC	OPERATING SUPPLIES	FIRE DEPARTMENT	5.67
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	92.82
MENARDS INC	OPERATING SUPPLIES	FIRE DEPARTMENT	45.20

Name	Description	DEPARTMENT	Net Invoice Amount
Total MENARDS INC:			851.98
MICHAEL KOZLOWSKI	GASOLINE REIMBURSEMENT FOR TRAINING	POLICE DEPARTMENT	149.82
Total MICHAEL KOZLOWSKI:			149.82
MIDLAND EQUIPMENT COMPA	OPERATING SUPPLIES PW	PUBLIC WORKS	249.05
Total MIDLAND EQUIPMENT COMPANY OF MI INC:			249.05
MONARCH AUTO SUPPLY INC	OPERATING SUPPLIES PW	PUBLIC WORKS	101.52
MONARCH AUTO SUPPLY INC	OPERATING SUPPLIES PW	PUBLIC WORKS	135.10
MONARCH AUTO SUPPLY INC	OPERATING SUPPLIES PW	PUBLIC WORKS	9.99
MONARCH AUTO SUPPLY INC	WATER DEPT REPAIR PARTS	PUBLIC WORKS	148.19
MONARCH AUTO SUPPLY INC	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	61.36
MONARCH AUTO SUPPLY INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	32.94
Total MONARCH AUTO SUPPLY INC:			489.10
NAPOLEON HANEY	2025 CELL PHONE REIMBURSEMENT	MANAGER'S OFFICE	480.00
Total NAPOLEON HANEY:			480.00
NERISSA MAJOR	2025 CELL PHONE REIMBURSEMENT	MANAGER'S OFFICE	120.00
Total NERISSA MAJOR:			120.00
NICOR	UTILITIES	PUBLIC WORKS	2,813.80
NICOR	UTILITIES	PUBLIC WORKS	258.08
NICOR	UTILITIES	PUBLIC WORKS	70.63
NICOR	UTILITIES	PUBLIC WORKS	335.27
Total NICOR:			3,477.78
NOAH SCHUMERTH	2025 CELL PHONE REIMBURSEMENT	MANAGER'S OFFICE	240.00
Total NOAH SCHUMERTH:			240.00
ODP BUSINESS SOLUTIONS LL	OFFICE SUPPLIES	MANAGER'S OFFICE	58.18
ODP BUSINESS SOLUTIONS LL	OFFICE SUPPLIES	MANAGER'S OFFICE	20.90
ODP BUSINESS SOLUTIONS LL	OFFICE SUPPLIES	MANAGER'S OFFICE	108.47
Total ODP BUSINESS SOLUTIONS LLC:			187.55
O'HERRON CO	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	153.47
O'HERRON CO	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	187.75
O'HERRON CO	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	820.19
O'HERRON CO	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	100.78
O'HERRON CO	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	100.78
O'HERRON CO	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	91.79
Total O'HERRON CO:			1,454.76
OVERDOORS OF ILLINOIS INC	GARAGE BAY DOORS PW	PUBLIC WORKS	363.00

Name	Description	DEPARTMENT	Net Invoice Amount
Total OVERDOORS OF ILLINOIS INC:			363.00
PARK AVENUE RECOVERY	ME TRANSPORT	POLICE DEPARTMENT	350.00
PARK AVENUE RECOVERY	BIOHAZARD CLEANING	POLICE DEPARTMENT	200.00
Total PARK AVENUE RECOVERY:			550.00
PITNEY BOWES	POSTAGE SUPPLIES	POLICE DEPARTMENT	340.27
Total PITNEY BOWES:			340.27
PSS - INNOVATIONS	TYPE 3 BARRICADES	PUBLIC WORKS	2,558.09
Total PSS - INNOVATIONS:			2,558.09
RICHARD WACHOWSKI	2025 CELL PHONE REIMBURSEMENT	MANAGER'S OFFICE	480.00
Total RICHARD WACHOWSKI:			480.00
ROBERT GRABOWSKI	2025 CELL PHONE REIMBURSEMENT	MANAGER'S OFFICE	480.00
Total ROBERT GRABOWSKI:			480.00
ROBERT WENDT	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	877.61
Total ROBERT WENDT:			877.61
SAMUEL PEREZ	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	123.98
Total SAMUEL PEREZ:			123.98
STANARD & ASSOCIATES INC	POLICE APPLICANT PSYCHOLOGICAL EXAM	MANAGER'S OFFICE	495.00
Total STANARD & ASSOCIATES INC:			495.00
STEVE DE JONG	2025 CELL PHONE REIMBURSEMENT	MANAGER'S OFFICE	480.00
Total STEVE DE JONG:			480.00
STEVEN BRANDENBURGER	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	172.42
STEVEN BRANDENBURGER	TRAINING EXPENSE REIMBURSEMENT	POLICE DEPARTMENT	323.52
Total STEVEN BRANDENBURGER:			495.94
STORMWIND LLC	TRAINING FOR IT	MANAGER'S OFFICE	950.00
Total STORMWIND LLC:			950.00
STRYKER SALES CORPORATIO	3 YR MAINT AGREEMENT	FIRE DEPARTMENT	8,354.00
Total STRYKER SALES CORPORATION:			8,354.00
SWIFT SAW & TOOL SUPPLY	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	122.50
Total SWIFT SAW & TOOL SUPPLY:			122.50

Name	Description	DEPARTMENT	Net Invoice Amount
TARGETSOLUTIONS LEARNING	TRAINING - FD	FIRE DEPARTMENT	5,616.38
TARGETSOLUTIONS LEARNING	ANNUAL SUBSCRIPTION - FD	MANAGER'S OFFICE	2,327.24
Total TARGETSOLUTIONS LEARNING, LLC:			7,943.62
TERENCE ACQUAH	2025 CELL PHONE REIMBURSEMENT	MANAGER'S OFFICE	480.00
Total TERENCE ACQUAH:			480.00
THE EAGLE UNIFORM CO INC	NAMEPLATE	FIRE DEPARTMENT	28.00
THE EAGLE UNIFORM CO INC	NAMEPLATE	FIRE DEPARTMENT	28.00
Total THE EAGLE UNIFORM CO INC:			56.00
THE FITNESS MECHANIC	EQUIPMENT REPAIR	FIRE DEPARTMENT	265.00
THE FITNESS MECHANIC	EQUIPMENT REPAIR	FIRE DEPARTMENT	280.00
THE FITNESS MECHANIC	EQUIPMENT REPAIR	FIRE DEPARTMENT	225.00
THE FITNESS MECHANIC	EQUIPMENT REPAIR	FIRE DEPARTMENT	178.00
Total THE FITNESS MECHANIC:			948.00
THOMAS HEALY	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	437.12
Total THOMAS HEALY:			437.12
THOMPSON ELEVATOR INSPEC	ELEVATOR INSPECTION AND CERTIFICATE	FIRE DEPARTMENT	262.00
Total THOMPSON ELEVATOR INSPECTION:			262.00
T-MOBILE	T-MOBILE CELL PHONES AND IPADS	MANAGER'S OFFICE	1,154.15
Total T-MOBILE:			1,154.15
TRAFFIC CONTROL & PROTEC	SIGNS	PUBLIC WORKS	361.00
Total TRAFFIC CONTROL & PROTECTION LLC:			361.00
TRONC	LEGAL NOTICES	MANAGER'S OFFICE	894.00
Total TRONC:			894.00
TROTSKY INVESTIGATIVE POL	POLICE RECORDS APPLICANT POLYGRAPH	MANAGER'S OFFICE	240.00
Total TROTSKY INVESTIGATIVE POLYGRAPH:			240.00
VESTIS GROUP INC	UNIFORM ALLOWANCE	PUBLIC WORKS	80.98
VESTIS GROUP INC	UNIFORM ALLOWANCE	PUBLIC WORKS	78.96
VESTIS GROUP INC	UNIFORM ALLOWANCE	PUBLIC WORKS	83.60
VESTIS GROUP INC	UNIFORM ALLOWANCE	PUBLIC WORKS	208.12
VESTIS GROUP INC	UNIFORM ALLOWANCE	PUBLIC WORKS	421.12
VESTIS GROUP INC	SERVICE CHARGE	PUBLIC WORKS	13.04
VESTIS GROUP INC	TOWELS	PUBLIC WORKS	78.00
VESTIS GROUP INC	RUGS/MATS	PUBLIC WORKS	1,082.00
VESTIS GROUP INC	MISC CHARGE	PUBLIC WORKS	152.40
Total VESTIS GROUP INC:			2,198.22

Name	Description	DEPARTMENT	Net Invoice Amount
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	PUBLIC WORKS	18.00
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	FIRE DEPARTMENT	95.23
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	PUBLIC WORKS	89.60
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	PUBLIC WORKS	10.22
Total WAREHOUSE DIRECT OFFICE PDTS:			213.05
WENTWORTH TIRE SERVICE IN	2801 TAHOE TIRES	FIRE DEPARTMENT	929.96
WENTWORTH TIRE SERVICE IN	AMBULANCE 28 TIRES	FIRE DEPARTMENT	575.09
Total WENTWORTH TIRE SERVICE INC:			1,505.05
WITMER PUBLIC SAFETY GRO	QUARTERMASTER - FD	FIRE DEPARTMENT	270.05
WITMER PUBLIC SAFETY GRO	OPERATING SUPPLIES - FD	FIRE DEPARTMENT	316.08
Total WITMER PUBLIC SAFETY GROUP INC:			586.13
Grand Totals:			501,726.89

Dated: _____

Village Clerk: _____



BOARD AGENDA MEMORANDUM

DATE OF MEETING: December 10, 2024

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Joshua Burman, Director of Public Works

Topic: IDOT Resolution for Construction on State Highway

PURPOSE

Staff requests consideration of a resolution for the Village to obtain permits from the Illinois Department of Transportation (IDOT) to perform work within IDOT rights-of-way in accordance with State requirements. This resolution also allows the Village to request permits without the requirement of posting a surety bond.

PROCESS

The Village owns and operates sanitary, water, and storm sewer systems on State roads which include Ridge Road, Riegel Road, Dixie Highway, and Harwood Avenue. Chapter 121 of the Illinois Revised Statutes requires a permit when any person, firm, or corporation desires to perform work within the right-of-way of any State-owned and maintained roadway. This permit requirement also pertains to any emergency work such as the repair of a broken water main or sewer.

In order to expedite the permit process, a current Village resolution must be on file with IDOT prior to starting the work. The resolution establishes that the Village will take full responsibility to restore the IDOT right-of-way upon completion of any work. Typically, a surety bond is also required with each permit to help guarantee that all work is completed in accordance with the State's specifications and the right-of-way is fully restored. However, a resolution is acceptable in lieu of the surety bond for work to be performed by employees of a municipality.

Approval of this resolution streamlines and expedites the Village's ability to respond to emergency repairs in IDOT right-of-way. It does not constitute a blanket permit for work since a separate application must be made to IDOT for each individual project, such as new construction or capital projects. In the case of emergencies, if a resolution is in place, verbal authority may be given by IDOT prior to receipt of the written application.

This resolution will be valid during the calendar years 2025 and 2026.



OUTCOME

Upon adoption, the resolution will be filed with IDOT and the Village will be able to obtain permits to perform work within the right-of-way of any State-owned and maintained roadway in a timely manner and without the need to provide a surety bond.

FINANCIAL IMPACT

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

LEGAL REVIEW

Not Required

RECOMMENDED BOARD ACTION

Pass a resolution for the Village to obtain permits from the Illinois Department of Transportation (IDOT) to perform work within IDOT rights-of-way during the calendar years 2025 and 2026 in accordance with State requirements.

ATTACHMENT(S)

Resolution

RESOLUTION R-3205

Whereas, the Village of Homewood, hereinafter referred to as MUNICIPALITY, located in the County of Cook, State of Illinois, desires to undertake, in the years 2025 and 2026, the location, construction, operation and maintenance of driveways and street returns, watermain, sanitary and storm sewers, street light, traffic signals, sidewalk, landscaping, etc. on State highways, within said MUNICIPALITY, which by law and/or agreement come under the jurisdiction and control of the Department of Transportation of the State of Illinois hereinafter referred to as Department, and,

Whereas, an individual working permit must be obtained from the Department prior to any of the aforesaid installations being constructed either by the MUNICIPALITY or by a private person of firm under contract and supervision of the MUNICIPALITY.

NOW, THEREFORE, be it resolved by the MUNICIPALITY:

FIRST: That MUNICIPALITY hereby pledges its good faith and guarantees that all work shall be performed in accordance with conditions of the permit to be granted by the Department, and to hold State of Illinois harmless during the prosecution of such work, and assume all liability for damages to person or property due to accidents or otherwise by reason of the work which it to be performed under the provision of said permit.

SECOND: That all authorized officials of the MUNICIPALITY are hereby instructed and authorized to sign said working permit on behalf of the MUNICIPALITY.

I, Richard A. Hofeld, Village President, hereby certify the above to be a true copy of the resolution passed by the MUNICIPALITY.

Dated this _____ day of _____ A.D. _____

Corporate Seal

By: _____

Attest: _____



BOARD AGENDA MEMORANDUM

DATE OF MEETING: December 10, 2024

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Joshua Burman, Director of Public Works

Topic: Motor Fuel Tax Funds Supplemental Resolution – Rock Salt

PURPOSE

Motor Fuel Tax revenue is primarily used to support transportation infrastructure and is a key funding source for building and maintaining roads and highways. Staff is requesting the Village Board appropriate \$100,000 of Motor Fuel Tax (MFT) funds for the purpose of maintaining streets and highways under the applicable provisions of the Illinois Highway Code for the purchase of rock salt for the 2024-25 winter season.

PROCESS

In Illinois, the Motor Fuel Tax is a charge for the use of public roads by motor vehicles and waterways by recreational boats. Distributors and suppliers pay this tax and pass it on to their customers. The MFT amounts transferred to the State's Local Government Fund are distributed to individual municipalities and can be used for the construction and maintenance of roads and other transportation-related expenses such as the purchase of road salt. Homewood's motor fuel allocations from the State are deposited in a separate Village fund called the Motor Fuel Tax Allotment Fund. Expenditures from the fund must be approved by resolution.

A common example of a qualifying expenditure for the use of MFT funds is the purchase of rock salt, which is used for the winter maintenance of roadways. This year, the Village will purchase approximately 1,200 tons of rock salt through the Illinois Joint Purchasing Program for the 2024-25 winter season. The Village is required to take 80% (960 tons) of the 1,200, and has the opportunity to take 120% (1440 tons) if winter supplies become low.

OUTCOME

Attached for Village Board consideration is an Illinois Department of Transportation resolution appropriating \$100,000 of MFT funds to cover the cost of rock salt for the 2024-25 season.

FINANCIAL IMPACT

- **Funding Source:** Motor Fuel Tax
- **Budgeted Amount:** \$100,000
- **Cost:** \$100,000

VILLAGE OF HOMEWOOD

Item 9. B.



LEGAL REVIEW

Not Required

RECOMMENDED BOARD ACTION

Pass a resolution appropriating \$100,000 of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of the Illinois Highway Code for the purchase of rock salt.

ATTACHMENT(S)

Resolution



District	County	Resolution Number	Resolution Type	Section Number
1	Cook	R-3206	Supplemental	25-00000-00-GM

BE IT RESOLVED, by the President and Board of Trustees of the Village of Homewood Illinois that there is hereby appropriated the sum of One Hundred Thousand and no/100 Dollars (\$100,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 05/01/24 to 04/30/25.

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

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

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

I Marilyn Thomas Village Clerk in and for said Village of Homewood in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

President and Board of Trustees of Homewood at a meeting held on 12/10/24

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 10th day of December, 2024.

(SEAL, if required by the LPA)

Clerk Signature & Date

APPROVED

Regional Engineer Signature & Date
 Department of Transportation

Instructions for BLR 14220

Item 9. B.

This form shall be used when a Local Public Agency (LPA) wants to perform maintenance operations using Motor Fuel Tax (MFT) funds. Refer to Chapter 14 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. This form is to be used by a Municipality or a County. Road Districts will use BLR 14221. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Resolution Number	Insert the resolution number as assigned by the LPA, if applicable.
Resolution Type	From the drop down box, choose the type of resolution: -Original would be used when passing a resolution for the first time for this project. -Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions. -Amended would be used when a previously passed resolution is being amended.
Section Number	Insert the section number of the improvement covered by the resolution.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Resolution Amount	Insert the dollar value of the resolution for maintenance to be paid for with MFT funds in words, followed by the same amount in numerical format in the ().
Beginning Date	Insert the beginning date of the maintenance period. Maintenance periods must be a 12 or 24 month consecutive period.
Ending Date	Insert the ending date of the maintenance period.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Name of Clerk	Insert the name of the LPA Clerk.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day the Clerk signed the document.
Month, Year	Insert the month and year of the clerk's signature.
Clerk Signature	Clerk shall sign here.
Seal	The Clerk shall seal the document here, if required. If a seal is required, electronic signatures should not be used.
Approved	The Department of Transportation representative shall sign and date here upon approval.

A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office OR email PDF completed form with electronic signatures to your local District LRS office.

Following IDOT's approval, distribution will be as follows:

- Local Public Agency Clerk
- Engineer (Municipal, Consultant or County)



BOARD AGENDA MEMORANDUM

DATE OF MEETING: December 10, 2024

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Joshua Burman, Director of Public Works

Topic: Stormwater Station 1 PLC and Radio Upgrades

PURPOSE

A Programmable Logic Controller (PLC) in stormwater management systems acts as the "brain" to automate and control various aspects of stormwater collection and treatment, like activating pumps based on water level sensors, adjusting flow rates, and monitoring system performance, essentially optimizing the entire process by reacting to real-time data from different sensors throughout the system.

The Programmable Logic Controller at Stormwater Station 1 is failing and many of the station's components are either obsolete or no longer manufactured. Staff requests the Village Board approve the replacement of a Programmable Logic Controller (PLC), Cellular Communication Upgrade, and adjustment of float switches for Stormwater Station 1 by Metropolitan Industries, Inc. of Romeoville, IL in an amount not to exceed \$56,139.

PROCESS

Stormwater stations play a vital role in managing excess rainwater during heavy rainfall. They are essential in areas where natural drainage isn't sufficient, and help to prevent flooding, protect infrastructure, and maintain proper water flow. It could be compared to a sump pump in a home, but on a much larger scale. Water collects in a basin or structure, then powerful pumps move it away, ensuring the area remains protected.

Stormwater Station 1 (directly west of Blueberry Hill restaurant) was constructed in 1985, and has faced significant challenges dating back to 2021-2022. The original PLC was failing, and many of the station's components were either obsolete or no longer manufactured. Fortunately, the station relied on float switches to control pump operations, providing staff enough time to thoroughly research and plan for necessary upgrades within budget constraints.

However, during the planning phase, the PLC completely failed. This revealed a critical issue: during large storms with heavy rainfall over a short period of time, the rush of water into the station caused the float switches to malfunction, leading to system-wide disruptions. These failures resulted in tripped breakers and prevented the pumps from activating when they were needed most.



In response, a comprehensive evaluation was conducted, focusing on upgrading PLCs and communication systems across all Village stormwater stations. Due to the large area covered by Stormwater Station 1, it was identified as a priority and treated as a standalone project, with a separate budget allocated to ensure that its unique needs were addressed effectively.

On September 20, 2024 Public Works responded to reports of flooding at the south viaduct. Staff discovered that the station’s breaker had tripped, so they reset the station but needed to remain on-site to ensure the station remained operational. This was the first major crisis event, reaffirming the urgency of upgrading the station.

On November 12, 2024, the Board approved Phase 1 of the PLC and Communications Upgrade for the water system. It’s important to note that this project is separate from the one approved by the Board last month. The upgrades for Stormwater Station 1 were prioritized and budgeted for this year due to the critical urgency of addressing its operational challenges.

OUTCOME

Approval of this system upgrade will enable Public Works to replace an important stormwater asset which will ensure reliable stormwater management.

FINANCIAL IMPACT

- **Funding Source:** 2024 General Obligation Bond Proceeds
- **Budgeted Amount:** \$60,000
- **Cost:** \$56,139

LEGAL REVIEW

Not Required

RECOMMENDED BOARD ACTION

Waive competitive bidding for Programmable Logic Controller and Communication Upgrades at Stormwater Station 1 due to the utilization of a vendor currently under contract or that serves as the Village designated vendor for system maintenance; and, approve the replacement of a Programmable Logic Controller (PLC), Cellular Communication Upgrade, and adjustment of float switches for Stormwater Station 1 by Metropolitan Industries, Inc. of Romeoville, IL in an amount not to exceed \$56,139.

ATTACHMENT(S)

- Metropolitan Industries, Inc. Proposal
- Photos



PUMP COMPANY
 A Division of METROPOLITAN INDUSTRIES, INC.
 37 FORESTWOOD DR. • ROMEOVILLE, IL 60446-1343
 (815) 886-9200 • FAX (815) 886-4573
 www.metropolitainind.com

Page 1 of 1

PROJECT: Controls Upgrade
 Stormwater Pump Station #1
 Homewood, IL.

TO: Mr. Joshua Burman - Homewood Public Works

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

Homewood, IL. Stormwater Pump Station #1 - Controls Upgrade:

Qty	Description
1/L	Control Components: 1 Allen Bradley MicroLogix 1400 PLC (120 VAC) 1/L MicroLogix Digital / Analog - Input / Output Expansion & Memory Modules 1 PLC On/Off Toggle Switch 1 7" Color Touchscreen 1 Cellular Modem, Antenna, Cables, Connectors, Surge Protectors & Reboot Relay 1 Ethernet Switch (5-Port) 1/L Ethernet & Serial Patch Cables 2 Intrinsically Safe Barrier for Existing Level Transducers 1 Intrinsically Safe Float Back-up Module (5 Channel) 1/L Terminal Blocks, Relays, HMI Beauty Plate 5 Current Transducers 1 Temperature/Humidity Sensor
5	Float Switches with Chain & Anchor Assembly
1/L	PLC Programming / HMI Graphics / SCADA integration
1/L	Field Installation Labor
1/L	Freight / Start-up / Testing / Training

Your COST for the above described equipment and services is as follows: **\$56,139.00**

Notes & Clarifications:

* The monthly cellular communication fee for (1) Verizon Private IP Network connection to the MetroCloud SCADA Software Application is \$50. This service fee will be invoiced separately.

Not Included: Contactors, Overloads, UPS, Level Transducers, Conduit, Pumps, Valves 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: _____	Keith110923MS
Firm: _____	Submitted: _____	19-Sep-24
By: _____	Void after: _____	1-Dec-24
Title: _____	Prepared By: _____	Keith Girup

STANDARD CONDITIONS OF SALE
(Domestic Shipments)

Item 9. C.

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 from 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 accordingly.

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 incompleting 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 incompleting portion of the order multiplied by the percentage of completion of the incompleting 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 incompleting 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 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.

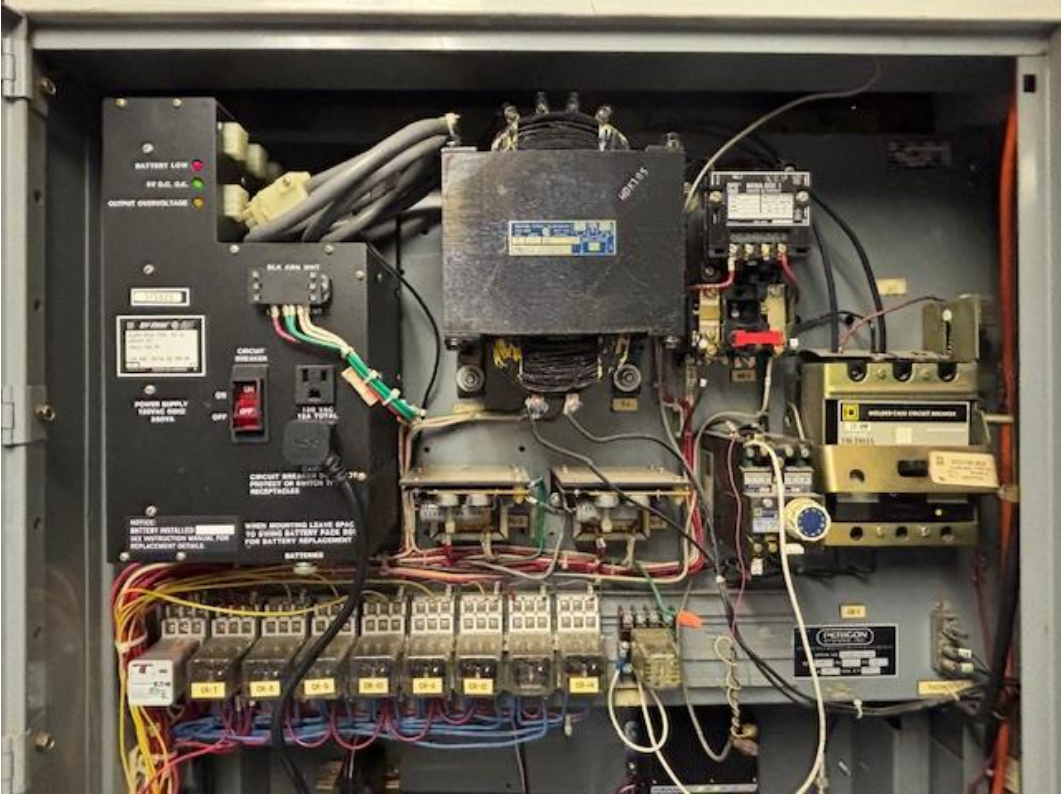
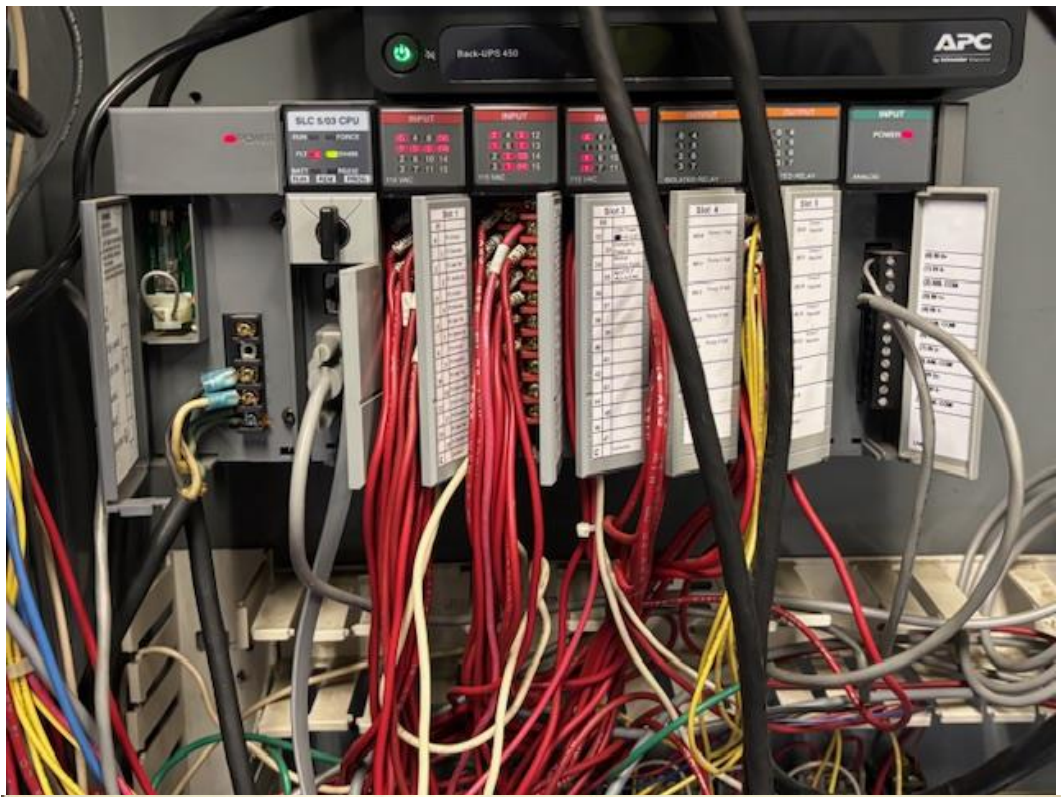
12. GENERAL

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.

Seller represents that with respect to the production of the articles and/or the performance of the services covered by this proposal, it has fully complied with Section 12 (a) of the Fair Labor Standards Act of 1938, as amended.









BOARD AGENDA MEMORANDUM

DATE OF MEETING: December 10, 2024

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Angela Mesaros, Director of Economic and Community Development

Topic: Redevelopment Agreement for Property at 18134-18138 Dixie Highway

PURPOSE

The developer, Joaquin Anguiano, owner of Tequila CJ Cantina Grill, 5750 S. Archer Avenue, Chicago, IL, proposes to redevelop Village-owned property, at 18134-18138 Dixie Highway, which includes vacant land and an adjacent park (Independence Park) at the corner of Hickory and Dixie Highway. The proposal involves the construction of a restaurant that will offer a unique authentic Mexican dining experience (“Tequila Raizes”). The restaurant will provide on-site parking behind the building, outdoor seating, and a rooftop deck.

PROCESS

The subject property was formerly the Savoia’s T’Go Restaurant. The Village purchased the property in 2015 intending to attract development. The Village demolished the building to market the property for redevelopment. The property is located within the Downtown TOD Tax Increment Financing District.

In October 2024, Joaquin Anguiano submitted a proposal to redevelop the property at 18134-18138 Dixie Highway into a restaurant. At the October 8, 2024, Village Board meeting, the Board passed Ordinance M-2317 directing the Village Manager to publish a solicitation for alternate proposals. The solicitation was published in the Daily Southtown on October 11, 2024. The proposed development plan and solicitation have been available at the Village Clerk’s Office and on the Village website since October 4, 2024. In addition, the Village posted the solicitation on its various social media forums on October 14, 2024.

The Village received one proposal by the close of the submission deadline on November 12, 2024, at 9:00 a.m. The proposal proposed to construct a one-story mixed-use commercial (retail and restaurant) building with no tenants identified. A budget and business plan were not submitted, which made the proposal incomplete. Staff still met with the applicant, who agreed to pursue other properties in Homewood.



Staff recommends the selection of Joaquin Anguiano as the developer of Tequila restaurant for the project. The Village and the developer, Joaquin Anguiano, have agreed to the following terms set in the redevelopment agreement:

1. The Village agrees to sell the property to the developer for \$1 (both the former Savoia’s and Independence Park).
2. The Village agrees to rebate the 2% places of eating tax up to \$60,000 during the first three years the restaurant is open.
3. The Village will support a Cook County Class 8 incentive. The Class 8 is designed to encourage commercial development in areas experiencing economic stagnation. Under this incentive program, qualified commercial real estate is assessed at 10 percent of market value for the first 10 years, 15 percent in the 11th year, and 20 percent in the 12th year. The subject property is in Thornton Township, one of the five designated townships. A Class 8 for this property will help bring the tax burden more in line with the competition in neighboring counties where the property tax rate is as much as 45% less.
4. The places of eating tax rebate agreement ends three years after the restaurant opens, or when the developer has received \$60,000 in places of eating tax revenue, whichever occurs first.

OUTCOME

The former Savoia’s property combined with the Village-owned Independence Park is ideally located and highly visible on Dixie Highway. The sale of the property will result in the redevelopment of a vacant parcel with a commercial building. The property is ideally located in the center of downtown Homewood and the purchase and redevelopment will result in the revitalization of a vacant commercial property. The restaurant will bring in property tax revenue (currently the property is tax exempt), sales tax, Places of Eating tax, and additional foot traffic which adds to the vitality of downtown.

FINANCIAL IMPACT

- **Funding Source:** Downtown TOD Tax Increment Financing (TIF) Fund
- **Budgeted Amount:** N/A
- **Cost:** \$0

LEGAL REVIEW

Completed

RECOMMENDED BOARD ACTION

1. Authorize the Village President to enter into a redevelopment agreement with Joaquin Anguiano at 18134-18138 Dixie Highway.
2. Pass the “Ordinance Approving a Purchase and Sale Agreement between the Village of Homewood and Joaquin Anguiano for 18134-18138 Dixie Highway.”

VILLAGE OF HOMEWOOD

Item 9. D.



3. Pass a resolution in support of the Cook County Class 8 incentive.

ATTACHMENT(S)

- Redevelopment Agreement
- Ordinance
- Resolution

REDEVELOPMENT AGREEMENT BETWEEN RAICES RESTAURANT INC., ANGUIANO GUIDO PROPERTIES LLC AND THE VILLAGE OF HOMEWOOD FOR 18134-18138 DIXIE HIGHWAY IN THE HOMEWOOD DOWNTOWN TOD TIF

This Redevelopment Agreement is executed effective as of _____, 2024 (the “Effective Date”) by the Village of Homewood, Cook County, Illinois, an Illinois municipal corporation (the “Village”) and Raices Restaurant Inc., and Anguiano Guido Properties LLC, Illinois limited liability companies (collectively referred to as the “Developer”). Capitalized terms used shall have the meaning ascribed in the Redevelopment Agreement unless expressly modified herein or if the context thereof clearly indicates otherwise.

WITNESSETH:

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

1. Preliminary Statements.

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

(a) The Village in 2017 established the Downtown Transit-Oriented Development Tax Increment Financing Redevelopment Project Area (Downtown TOD TIF) to encourage commercial development.

(b) Developer and Village have entered into a Purchase and Sale Agreement, incorporated herein and attached as Exhibit A, for the purchase of the village-owned building in the Downtown TOD TIF (the “Property”), described in the Purchase Agreement.

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

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

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

(f) The Project will enhance the downtown area by returning the Property to the tax rolls, creating employment opportunities, and adding another dining option for downtown residents and patrons.

2. Village Authority.

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

3. Term of the Agreement.

The term of this Agreement shall commence on the day succeeding the date of execution first written above. This Agreement shall expire when the Village has issued a final certificate of occupancy for the Project, the restaurant is open to the public, and all incentives provided in this Agreement have been paid. ("Final Completion").

4. Undertakings by the Village.

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

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

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

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

that it has complied with the requirements of 65 ILCS 5/11-74.4-4 and that after considering one other submission the Village Board on December 10, 2024 elected to proceed with the Developer's proposal.

(d) The Village agrees to rebate up to \$60,000.00 of the Places for Eating Tax imposed by Homewood Municipal Code Sec. 38-112 through 38-138 ("Places for Eating Tax") and collected by the business during the first three years it is open, provided the Owner otherwise complies with this Agreement and promptly files the monthly tax return required by Sec. 38-115. The earned rebate shall be issued within thirty (30) days of the end of the applicable annual tax period.

5. Undertakings on the Part of Developer.

(a) Developer shall obtain Final Completion of the Project within one (1) year of closing, subject to any mutually agreed upon extensions, following closing in substantial accordance with the Cost Estimates, plans and specifications approved by the Village, and all ordinances, rules, and regulations of the Village and of other regulatory agencies from which approval must be obtained.

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

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

(d) At or before execution of this Agreement, Developer shall furnish proof of financing in the form of a letter of commitment acceptable to Village from a financial institution along with evidence of the equity required for the necessary funding to complete the Project. Alternatively, the Developer shall have the option to pay cash for the development of the Project. In this instance, the Developer represents to the Village that it has sufficient funds available to satisfy the terms of this Agreement. The

Developer agrees to verify the above representation upon the reasonable request of the Village and to authorize the disclosure of such financial information to the Village that may be reasonably necessary to prove the availability of sufficient funds to complete construction of the Project.

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

(f) Subsequent to the closing, the Developer is required to undertake the following two (2) actions during a one (1) year period:

- a. Within thirty (30) days of closing, apply for an approved building permit to build out the space as a restaurant in compliance with the Village of Homewood Building and Property Maintenance Codes; and
- b. Complete the Project pursuant to the building permit, within one (1) year of closing.

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

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

(h) So long as Developer is not in default and has completed improvements and rehabilitated the Property in strict accordance with approved building permits, the Village shall return the re-conveyance warranty deed to the Developer one (1) year from the date of closing, or sooner if Developer completes the Project in less than one (1) year.

6. Representations and Warranties of Developer.

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

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

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

7. Defaults.

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

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

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

(c) If a representation or warranty of Developer contained herein is not true and correct for ninety (90) days after written notice to Developer by the Village.

(d) Developer shall: (i) become insolvent; and (ii) be unable, or admits in writing its inability to pay, its debts as they mature; or (iii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its or their property; or (iv) be adjudicated a bankrupt; or (v) file a petition in bankruptcy or to effect a plan or other arrangement with creditors; or (vi) file an answer to a creditor's petition (admitting the material allegations thereof) for an adjudication of bankruptcy or to effect a plan or other arrangement with creditors; or (vii) apply to a court to appoint a receiver for the Property; or (viii) have a receiver or similar official

appointed for any of its assets, or, if such receiver or similar official is appointed without the consent of Developer and such appointment shall not be discharged within sixty (60) days after his appointment or Developer has not bonded against such receivership or appointment; or (ix) a petition described in (v) is filed against Developer and remains undismissed for sixty (60) consecutive days, unless the same has been bonded.

Upon an occurrence of a default by either Party under this Agreement or the Purchase Agreement, the non-defaulting Party shall be relieved of any of its obligations arising under this Agreement and such obligations shall be immediately canceled and with no force or effect. After an uncured default, the non-defaulting Party may exercise remedies available to it under the terms of this Agreement. The remedies shall include, but are not limited to, revoking the site plan and building permits, recording the Re-conveyance Deed for re-acquisition of the Property, or taking whatever action at law or in equity as may appear necessary or desirable to enforce performance of this Agreement.

8. Notices.

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

To the Village:

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

To the Developer:

Raices Restaurant Inc.
Sergio Galindo, Registered Agent
4721 S. Cicero Ave., Ste F
Chicago IL 60632

With Copy to:

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

With Copy to:

Richard N. Golding
The Golding Law Offices, P.C.
181 N. Clark St., Suite 1700
Chicago IL 60601

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

9. Law Governing.

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

10. Assignment or Transfer of Property.

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

11. Continuity of Obligations.

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

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

12. Time.

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

13. Binding Effect.

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

14. Limitation of Liability and Indemnification.

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

agents and employees in excess of such amounts and all and any such rights or claims of Developer against the Village, its officers, agents and employees for amounts in excess of such Village obligations are expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village.

(b) Developer agrees to indemnify, defend and hold the Village harmless from and against any losses, costs, damages reasonable, liabilities, claims, suits, actions, causes of action and expenses (including reasonable attorneys' fees and court costs) suffered or incurred by the Village arising from or in connection with (i) the failure of Developer to perform its obligations under this Agreement, or (ii) material misrepresentations or omissions in this Agreement, the Project development plan or any financing documents related thereto which result from information supplied or omitted by the Developer or by agents, employees, contractors, or persons acting under the control or at the request of the Developer, or (iii) the failure of Developer to cure any misrepresentations or omissions in this Agreement or any other agreement relating hereto, or (iv) any claim or cause of action for injury or damage to persons or property brought by third parties arising out of the construction or operation of the Project by Developer.

15. Reimbursement for Legal Fees and Expenses.

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

16. Force Majeure.

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

the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty but that the above requirement that any "Force Majeure" shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty.

17. No Waiver or Relinquishment of Right to Enforce Agreement.

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

18. Village Approval or Direction.

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

19. Section Headings and Subheadings.

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

20. Authorization to Execute.

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

21. Amendment.

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between Developer and the Village relative to the subject matter thereof, and there are no promises, agreements, conditions, or understandings, either

oral or written, express or implied, between them, other than are herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties unless authorized under law and reduced to writing and signed by them.

22. Curing Default.

If there is any default under or violation of this Agreement, the party not in default or violation shall serve written notice upon the party or parties in default or violation, which notice shall be in writing and shall specify the particular violation or default. The parties shall use their best efforts to cure any violation of this Agreement or default by any of them within ninety (90) days from written notice of such default. Should the default continue throughout the ninety (90) day cure period, and the defaulting party has provided no evidence of a good faith effort to correct such default, then the Agreement shall be terminated, and the offending party shall be in default, and the non-defaulting Party may revoke the site plan and building permits, authorize the Escrowee to execute the Re-conveyance Deed for re-acquisition of the Property, or take action at law or equity to enforce performance of the Agreement.. Should the defaulting party provide sufficient evidence of a good faith effort to correct the default within the initial ninety (90) day cure period, then the cure period shall be extended for a period not to exceed ninety (90) days or such reasonable time to cure said default, whichever is greater. If such default is so cured to the reasonable satisfaction of the parties within the cure period not exceeding ninety (90) days, all the terms of this Agreement shall remain in full force. Any obligation of the Village to make payments during any default period shall be stayed. Any period of default shall not extend the time limits set forth for payments.

23. Conflict Between the Text and Exhibits.

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

24. Severability.

If any provision of this Agreement is held invalid by a court of competent jurisdiction or in the event such a court shall determine that the Village does not have the power to perform any such provision, such provision shall be deemed excised here from and the invalidity thereof shall affect none of the other provisions contained herein, and such judgment or decree shall relieve Village from performance under such invalid provision of this Agreement.

25. Expiration and Termination.

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

26. Execution of Agreement and Counterparts.

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

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

**Village of Homewood
an Illinois municipal corporation**

**RAICES RESTAURANT INC.,
an Illinois corporation**

By: _____
Village President

By: _____
Its: _____

Attest:

Village Clerk

Attest:

By: _____
Its: _____

**Anguiano Guido Properties LLC,
an Illinois limited liability company**

By: _____
Its: _____

Attest:

By: _____
Its: _____

Exhibit A - Purchase and Sale Agreement

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (“Agreement”) is made this ____ day of December, 2024, between Anguiano Guido Properties LLC, or its assignee (“Purchaser”), and the Village of Homewood (“Seller”). The date that the last party signs the Agreement and delivers a copy to the other party shall be the date filled in above and shall be referred to herein as the “Effective Date.”

WITNESSETH:

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

1. Agreement of Purchase and Sale.

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

- (a) 1.1. The real property legally described in Exhibit A attached, consisting of vacant land (the “Land”) at 18134-18138 Dixie Highway, Homewood, Illinois, 60430.
- (b) 1.2 All improvements on the Land, including, without limitation, landscaping, parking lot, and other improvements (collectively called the “Improvements”).
- (c) 1.3 All mineral, water, irrigation and other property rights of Seller, if any, running with or otherwise pertaining to such Land.
- (d) 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.

- (e) 2.1 The Purchase Price for the Property (the "Purchase Price") shall be One Dollar (\$1.00).
- (f) 2.2 The Purchase Price shall be payable by delivery by Purchaser to Seller at Closing of good federal funds by check or wire transfer in an amount equal to the Purchase Price, subject to adjustment as provided herein and as set forth in the settlement statement.

3. Seller's Deliveries.

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

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

- (g) 4.1. Inspection Period.

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

(b) During the period commencing on the Effective Date and ending at 6:00 p.m. (CST) on the day which is one hundred eighty (180) days thereafter (the "Governmental Approval Period"), Purchaser shall have the right, at Purchaser's sole cost and expense, to: obtain any necessary zoning approvals, special use permits, conditional use approvals, variances, administrative approvals, subdivisions, consolidations, annexation agreements, parking agreements, easements, vacations, permits, plat of subdivisions, and similar approvals or documents with the municipality, county, any other governmental authority or

any entity or agency, Seller shall cooperate with Purchaser's efforts to obtain any approvals and shall diligently sign any zoning applications, permit applications, ownership authorization and provide any documentation or information required by the applicable governmental authority or agency as part of Purchaser's process to obtain its approvals.

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

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

an Illinois licensed insurance company. Purchaser shall maintain this coverage from the Effective Date through the Closing Date.

(e) Notwithstanding the expiration of the Inspection Period, Purchaser shall have access to the Property through the Closing Date for inspections, obtaining any reports, surveys, appraisals, and engineering and environmental tests and reports.

(h) 4.2. Redevelopment Agreement.

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

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

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

- (l) 6.1 Closing. The closing (the "Closing") of the transaction contemplated shall take place on or before June 30, 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.
- (m) 6.2 At Closing, Seller shall deliver to the Escrow Agent, with copies to Purchaser:

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

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

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

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

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

(f) An owner’s affidavit.

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

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

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

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

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

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

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

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

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

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

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

7. Prorations; Closing Adjustments.

- (p) 7.1 All real estate taxes and assessments, due and owing or delinquent before Closing, whether or not they have become liens, shall be the responsibility of Seller and paid by Seller before the due date and at or before Closing. This obligation shall survive Closing. All real estate taxes not yet due and owing at the time of Closing shall be prorated on the Closing Date based on the most recent ascertainable tax bill, and Seller shall be responsible to credit Purchaser for all such real estate taxes through and including the day of Closing. All tax prorations shall be final as of Closing.
- (q) 7.2 In the event any special assessments, water or sewer assessment, code violations, fines or other assessments have been levied against the Property for any period on or before the Closing Date, Seller shall pay the same at or before Closing. These obligations shall survive Closing. All water, sewer, and other utility charges currently due shall be adjusted as of the Closing Date. Any of these payments due and owing as of the Closing Date shall be credited to Purchaser from Seller at Closing and any prepaid amounts shall be credited to Seller from Purchaser.
- (r) 7.3 Seller shall pay: (i) the cost of the Title Commitment, (ii) the costs for the standard coverage portion of the Purchaser's owner's Title Policy premium, (iii) all State, County and municipal transfer taxes, (iv) half of all escrow and closing costs, and (v) all costs for any endorsements to cure, remove or insure over any title exceptions agreed to be cured by Seller. Purchaser shall pay: (i) the cost of the extended coverage portion of the Title Policy premium and all endorsements to the Title Policy requested by Purchaser, (ii) half of all escrow costs, and (iii) the

cost to record the deed. The parties shall pay their respective attorney's fees. Any other costs and charges in connection with the Closing shall be paid by Seller or Purchaser, respectively, as is customary in the area in which the Property is located.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(u) 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.

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

9. Damage or Condemnation.

- (x) 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.
- (y) 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.

(z) 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.

(aa) 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.

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

12. Notices.

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

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

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

If to Purchaser:
 Anguiano Guido Properties LLC
 Jaoquin Anguiano, Registered Agent
 5332 La Palm Ct.
 Oak Forest IL 60452

With a copy to:
 Richard N. Golding
 The Golding Law Offices, P.C.
 181 N. Clark St., Suite 1700
 Chicago IL 60601

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

13. Miscellaneous.

- (cc) 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.
- (dd) 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.
- (ee) 13.3 Governing Law. This Agreement shall be governed by the internal laws of the State of Illinois without reference to its conflict of law provisions.
- (ff) 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.
- (gg) 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.

- (hh) 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.
- (ii) 13.7 Amendment. This Agreement may be amended, modified or terminated only by a written instrument executed by Seller and Purchaser.
- (jj) 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.
- (kk) 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.
- (ll) 13.10 Assignment. Purchaser may assign this Agreement to any assignee or single purpose entity; provided that: (i) such assignee shall expressly assume all of Purchaser's obligations; and (ii) Purchaser shall provide Seller with written notice of such assignment.
- (mm) 13.11 1031 Exchange. At either party's option and at no loss, cost, liability, or expense to the other party, both parties agree to cooperate with one another in closing this transaction as a like-kind exchange under Section 1031 of the Internal Revenue Code, provided that (a) no party making such accommodation shall be required to acquire any substitute property, (b) such exchange shall not affect the representations, warranties, liabilities and obligations of the parties to each other under this Agreement, (c) no party making such accommodation shall incur any additional cost, expense or liability in connection with such exchange (other than expenses of reviewing and executing documents required in connection with such exchange), and (d) no dates in this Agreement will be extended as a result thereof. Each party's right, title and interest under this Agreement, but not its obligations, shall be assignable to a "Qualified Intermediary" of its choice. For purposes of this Agreement, the term "Qualified Intermediary" shall have the same meaning as that found in Section 1.103(k)-(g)(4)(iii), Income Tax Regulations.
- (nn) 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.

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

14. Confidentiality.

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

(rr)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.

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

15. Exclusivity.

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

(Signatures on next page)

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

Purchaser
Anguiano Guido Properties LLC

Seller
Village of Homewood

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Richard A. Hofeld
Village President
Date: _____

EXHIBIT A

Legal Description of Property

Lots 10, 13 and 14 in Block 1 in Village of Thornton Station being a Subdivision of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 31, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel Identification Numbers

29-31-314-018-0000, 29-31-314-019-0000, 29-31-314-031-0000

Common Address: 18134-18138 Dixie Highway, Homewood, IL.

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 B - Re-Conveyance Deed

RE-CONVEYANCE
QUITCLAIM DEED

The Grantor, Anguiano Guido Properties LLC, an Illinois limited liability company, for and in consideration of Ten and no/100 DOLLARS, and other good and valuable considerations in hand paid, and under authority given by its board of directors, CONVEYS and QUITCLAIMS to **the Village of Homewood**, a municipal corporation, Homewood, Cook County, Illinois, all interest in the following real estate in Cook County, Illinois:



Lots 10, 13 and 14 in Block 1 in Village of Thornton Station being a Subdivision of the Southeast ¼ of the Southwest ¼ of Section 31, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel Identification No(s). 29-31-314-018-0000, 29-31-314-019-0000, 29-31-314-031-0000

Address of Real Estate: 18134-18138 Dixie Highway, Homewood, Illinois 60430

Subject to:

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

Dated this ____ day of _____, 2025.

IN WITNESS WHEREOF, said Grantor has caused its official corporate seal to be affixed, and has caused its name to be signed to these presents by _____, its _____, and attested by _____, its _____, this ____ day of _____, 2025.

Anguiano Guido Properties LLC

By: _____
Printed Name: Title:

Attest: _____
Printed Name: Title:

STATE OF ILLINOIS)
)
COUNTY OF COOK)

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

Given under my hand and seal, on _____, 2025.

NOTARY PUBLIC

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

Mail Recorded Deed to:

Send subsequent tax bills to:



1. Executive Summary

Tequila is a family-friendly, festive restaurant located in Homewood, Illinois, designed to offer a culinary experience that connects diners with the roots of Mexico through authentic flavors and a lively celebration atmosphere. At Tequila, guests don't just enjoy a meal, they are transported to a traditional Mexican party, where the flavors and traditions of different regions of Mexico come together to create an unforgettable experience.

Tequila offers a complete menu that includes breakfast, lunch, and dinner, featuring signature dishes from various regions of Mexico. Each area of the country is represented by a special dish, allowing diners to embark on a culinary journey across Mexico. From highquality meat cuts to the freshest seafood, Tequila is committed to offering fresh and authentic ingredients that capture the true essence of Mexican cuisine.

The atmosphere at Tequila is complemented by festive presentations like the mini bulls (toritos), where small bull-shaped displays run through the restaurant carrying shots of tequila, creating an exciting and fun atmosphere. We also feature flights (aviones), small airplane-shaped trays that hold multiple drinks or shots, enhancing the celebratory experience. These elements make Tequila the perfect destination for family celebrations, birthdays, and corporate events. In addition, we offer custom birthday cakes for special celebrations, which can be ordered in advance to ensure that each event is personalized and memorable, with the Tequila team singing and serving tequila to guests for a great time.

1. Mission and Vision

- Mission: Tequila is committed to connecting diners with the authentic flavors and traditions of Mexico, offering a festive, family-friendly atmosphere where every visit is a culinary and cultural journey through Mexico's diverse regions.
- Vision: To be the top destination in Homewood for families and friends seeking an authentic Mexican experience, known for our quality food, festive atmosphere, and our ability to host unforgettable celebrations that connect people with Mexican culture.

1. Unique Value Proposition

Tequila stands out as a family-friendly restaurant that offers more than just food; it provides a complete experience where customers can enjoy the authentic flavors of Mexico while being part of lively celebrations. Our key differentiators include:

- **Authentic Regional Cuisine:** Our diverse menu features dishes from different regions of Mexico, including high-quality meat cuts, fresh seafood, and traditional dishes that allow our customers to travel through Mexico without leaving their table.
- **Festive Presentations:** With the mini bulls (toritos) and flights (aviones), our drinks are served in a unique and entertaining way, adding excitement and fun to every meal.
- **Personalized Celebrations:** We specialize in organizing family celebrations, from birthdays to gatherings, offering custom cakes and dedicated attention to ensure that every event is special and unforgettable.
- **Freshness and Quality:** At Tequila, we are committed to using fresh, high-

quality ingredients to ensure that every dish retains its authentic flavor and remains true to Mexican traditions.

- **Family-Friendly and Festive Atmosphere:** Our restaurant is designed to welcome families and groups of friends, creating a space where everyone can enjoy Mexican culture in a safe, warm, and joyful environment.

1. Market Analysis

1. Local Market Overview

Tequila will be located in Homewood, Illinois, a diverse and growing community with an increasing interest in authentic and cultural dining experiences. Homewood's residents have shown a strong tendency to support local businesses, particularly those that offer unique culinary experiences in family-friendly environments. Although a smaller town compared to larger cities, Homewood provides a solid market for a restaurant concept like Tequila, which combines high-quality food with a festive and family-oriented atmosphere.

1. Demographics and Customer Profile

Tequila targets a diverse clientele that values both culinary authenticity and a welcoming, festive environment. The main customer segments for Tequila include:

- **Local families and nearby residents:** Homewood is known for being a familycentric community, making Tequila an ideal destination for families looking for high-quality mea

- and a space to celebrate special events like birthdays in a safe and friendly environment.
- Young adults and professionals: This segment includes young professionals and those seeking a social venue to celebrate special occasions like birthdays or corporate gatherings in a festive atmosphere that offers something beyond the typical restaurant experience.
- Local tourists: While Homewood may be a smaller town, it attracts visitors from surrounding areas, especially those looking for authentic cultural and culinary experiences. Tequila, with its focus on traditional Mexican cuisine and festive presentations, will attract both local tourists and visitors who want a unique dining experience.

1. Competitor Analysis

Tequila will compete with a variety of Mexican and international cuisine restaurants in the area. However, it will stand out by offering much more than just food. The mini bulls (toritos) running through the restaurant with tequila shots and the flights (aviones) delivering drinks in a fun and interactive way will bring a new level of excitement to the dining experience.

While other restaurants in the area may serve Mexican food, Tequila will be the only one that integrates a full festive experience alongside its high-quality dishes. The emphasis on fresh ingredients, including premium cuts of meat and fresh seafood, will give Tequila a competitive edge in terms of both quality and experience.

1. Positioning Strategy

1. Value Proposition

Tequila will position itself as the go-to destination for those seeking an authentic Mexican experience combined with a family-friendly and festive atmosphere. The value proposition is clear: Tequila offers more than just high-quality food; it provides an immersive experience that transports guests to a Mexican celebration. With fresh, authentic dishes from various regions of Mexico and an unmatched festive environment, Tequila will become the top choice for families, friends, and corporate gatherings.

1. Marketing Strategies

To position Tequila as the preferred restaurant in Homewood, we will implement several marketing strategies focused on highlighting the unique experience we offer. These strategies include:

- Social media presence: Platforms such as Instagram, Facebook, and TikTok

will be key for sharing photos and videos of our festive presentations, such as the mini bulls (toritos) and flights (aviones), as well as birthday celebrations and special events. Tequila will stand out with

strong visual content that will attract families and young adults looking for a one-of-a-kind exp

Item 9. D.

- Opening events and themed promotions: We will organize special events for the grand opening and continue with monthly themed events, such as Mexican holidays (e.g., Día de los Muertos, Mexican Independence Day) and special family offers. These activities will not only draw in local customers but will also create a sense of community and brand loyalty.
- Collaborations with local influencers and bloggers: We will engage local influencers and food bloggers to share their experiences at Tequila, helping generate positive word-of-mouth and expanding our reach within the community and beyond.

1. Customer Experience

The core of Tequila' strategy will be focused on providing an exceptional customer experience. We will ensure that every guest, whether they come for a casual dinner or a major celebration, enjoys a personalized and festive experience. From the restaurant's décor to the delivery of drinks via mini bulls (toritos) and flights (aviones), everything will be designed to surprise and delight our customers, creating memorable moments.

1. Customer Loyalty

To foster long-term customer loyalty, we will implement the following strategies:

- Loyalty program: We will create a rewards program for repeat customers, offering exclusive discounts and benefits, particularly for those who book celebrations and events at Tequila.
- Family event reservations: Tequila will offer exclusive personalized reservation services for family celebrations, allowing customers to plan every detail in advance to ensure a perfect experience.

1. Financial Projections

1. Initial Investment

The initial investment required to open Tequila, based on the data provided by Materialize Construction Services Inc., includes the following costs:

- Excavation and concrete foundation: \$250,000
- Concrete floor: \$85,000
- Structural columns, beams, and roof: \$200,000
- Aluminum windows and doors: \$125,000
- Non-combustible framing: \$100,000
- Plumbing (hot, cold, waste lines & new service): \$85,000
- Electrical (piping, wiring, and electrical service): \$75,000
- HVAC (ductwork & rooftop units): \$85,000
- Interior finishes (flooring, ceramic, and tiles as needed): \$225,000
- Kitchen equipment (hoods, exhaust, etc.): \$125,000
- Fire alarm: \$35,000
- Fire sprinkler system: \$125,000
- Parking lot: \$225,000
- Landscaping: \$65,000
- Furniture (tables, chairs, decor): \$155,000

Total investment: \$2,335,000

This breakdown reflects the construction and equipment costs necessary to open Tequila.

1. Revenue Projections

Based on the revenue projections from the financial statement provided, the estimated revenues for Tequila over the next 5 years are as follows:

- 2026: \$4,359,086
- 2027: \$4,857,077
- 2028: \$5,412,122
- 2029: \$6,030,763
- 2030: \$6,720,294

1. Cost of Goods Sold (COGS)

The cost of goods sold (COGS), which includes food, alcohol, and direct labor costs, are estimated as follows:

- 2026: \$2,607,374
- 2027: \$2,851,492
- 2028: \$3,120,767
- 2029: \$3,417,935
- 2030: \$3,746,039

1. Gross Margin

Tequila' gross margin is projected as follows over the next five years:

- 2026: 40%
- 2027: 41%
- 2028: 42%
- 2029: 43%
- 2030: 44%

1. Operating Expenses

Operating expenses, including salaries, marketing, general and administrative expenses, depreciation, and amortization, are as follows:

- 2026: \$1,401,166
- 2027: \$1,453,542
- 2028: \$1,532,645
- 2029: \$1,621,070
- 2030: \$1,720,110

1. Pre-Tax Income

Pre-tax income is projected as follows:

- 2026: \$350,546
- 2027: \$552,044
- 2028: \$758,710
- 2029: \$991,757
- 2030: \$1,254,145

1. Income Tax

The estimated income tax is:

- 2026: \$70,109
- 2027: \$110,409
- 2028: \$151,742
- 2029: \$198,351
- 2030: \$250,829

1. Net Income

The projected net income for Tequila is:

- 2026: \$280,437
- 2027: \$441,635
- 2028: \$606,968
- 2029: \$793,406
- 2030: \$1,003,316

1. EBITDA

Earnings before interest, taxes, depreciation, and amortization (EBITDA) are projected as follows:

- 2026: \$823,716
- 2027: \$1,002,350
- 2028: \$1,204,231
- 2029: \$1,431,991
- 2030: \$1,688,539

1. Operations and Management

1. Operational Structure

Tequila will have a well-structured team to ensure quality in both the kitchen and customer service. The team will be divided into the following key areas:

- **Kitchen:** Led by a head chef with experience in traditional Mexican cuisine. The team will include assistant chefs and specialized staff for meat and seafood preparation.
- **Customer Service:** The team of waitstaff and support staff will be trained to offer personalized, attentive service, ensuring that each guest has a memorable experience.
- **Management:** The restaurant manager will be responsible for overseeing daily operations, managing inventory, coordinating special events, and maintaining financial control.

1. Event Management

Tequila will specialize in managing family and corporate events. Customers booking special events, such as birthdays or family gatherings, will receive personalized service. The event management

team will handle every detail to ensure an unforgettable celebration.

Item 9. D.

1. Quality Control

The head chef and the kitchen team will maintain strict quality controls to ensure that every dish is fresh and authentic. The service team will monitor customer satisfaction to ensure that Tequila delivers an exceptional dining experience.

1. Expansion Plan

As Tequila establishes itself as a popular destination in Homewood, we will explore opportunities to expand the business through additional locations or catering services for private and corporate events.

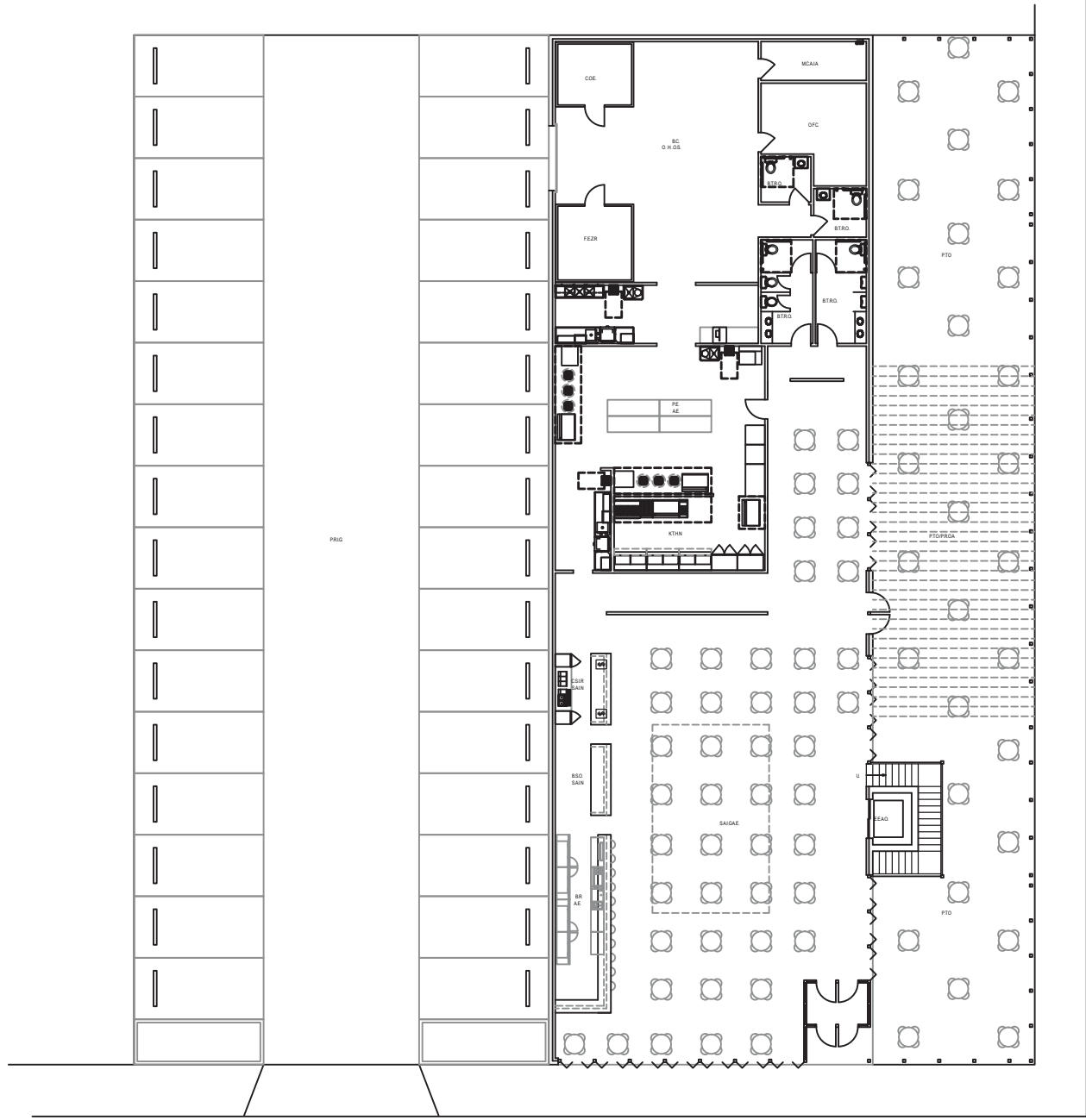
9. Conclusion

Tequila is more than just a restaurant; it is a unique, festive dining experience that transports customers to the heart of Mexican culture. By combining authentic regional dishes, high-quality ingredients, and an immersive celebratory atmosphere, Tequila stands out as a destination for families, friends, and businesses seeking a memorable experience.

The financial projections demonstrate that Tequila has a solid foundation for profitability, with a growing market in Homewood and surrounding areas. The restaurant's ability to offer personalized events, high-end dining, and consistent quality gives it a competitive edge.

We are confident that with the backing of strategic investment, Tequila will not only meet but exceed its financial targets. The combination of a dedicated team, robust operational management, and a strong marketing strategy positions Tequila for long-term success and scalability. We invite you to join us in bringing this vibrant, one-of-a-kind dining concept to life and becoming part of its success.

Www.JoaquinAnguiano.com



1 PROPOSED 1ST FLOOR PLAN
A100 NOT TO SCALE

PROPOSED TEQUILA RESTAURANT RAIZES

ISSUANCE

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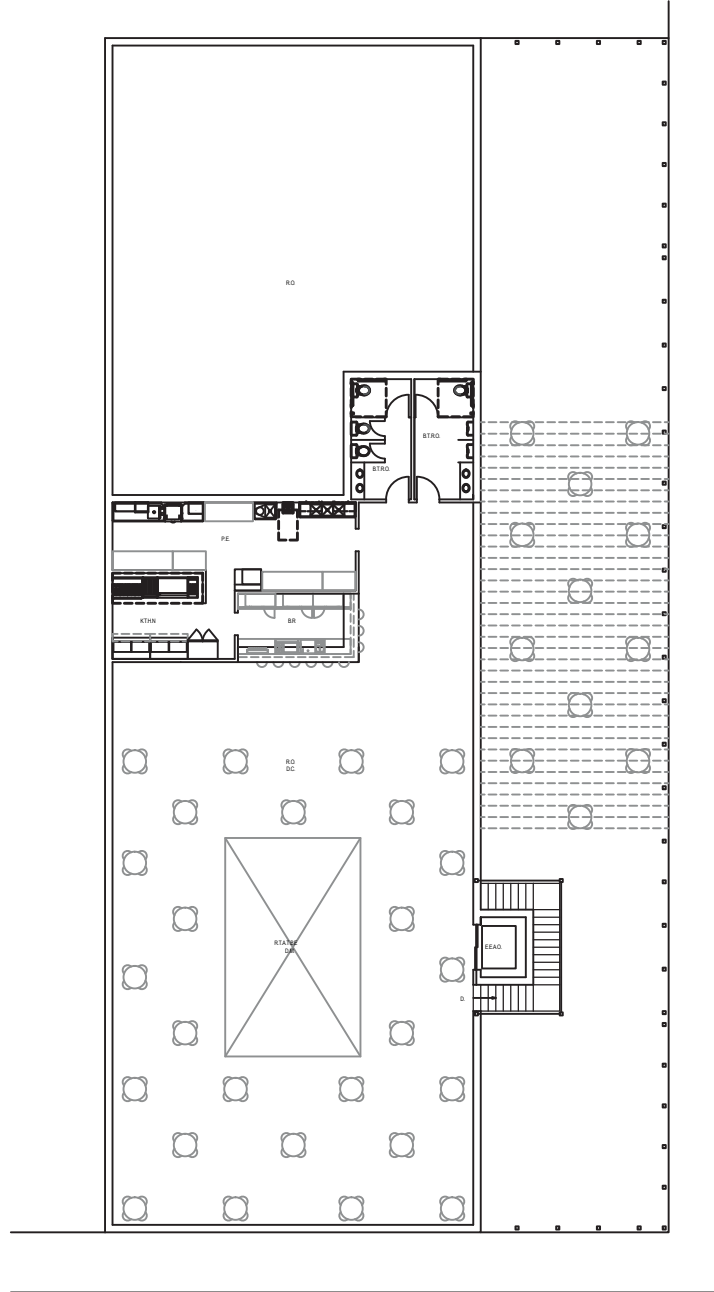
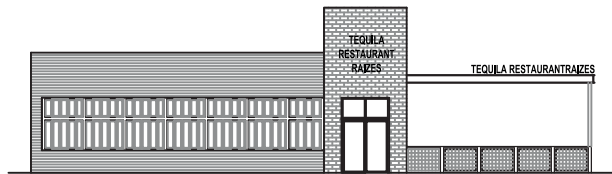
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1 PROPOSED 2ND FLOOR PLAN
A200 NOT TO SCALE

**PROPOSED
TEQUILA RESTAURANT
RAIZES**

ISSUANCE

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ORDINANCE M _____

AN ORDINANCE APPROVING A REAL ESTATE PURCHASE AND SALE AGREEMENT BETWEEN THE VILLAGE OF HOMEWOOD AND ANGUIANO GUIDO PROPERTIES LLC FOR PROPERTY AT 18134-18138 DIXIE HIGHWAY, HOMEWOOD, ILLINOIS.

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

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

WHEREAS, as required by 65 ILCS 5/11-74.4-4, the Village provided a reasonable opportunity for any other person to submit an alternate proposal or bid for the sale and redevelopment of this property by publishing a notice on October 11, 2024 in the Daily Southtown soliciting alternate bids to be opened on November 12, 2024; and

WHEREAS, after considering submissions, the Village Board on December 10, 2024, elected to proceed with the Developer's proposal.

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

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

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

(b) The Village Attorney or his nominee is authorized to close the transfer of the said parcel to Anguiano Guido Properties LLC. The Village Attorney or his nominee, elected officials, and members of the Village staff, as appropriate, are authorized to execute all documents necessary to complete this transaction, including revisions to the sales contract identifying the entity established by Anguiano Guido Properties LLC to purchase the property.

SECTION TWO - EFFECTIVE DATE.

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

PASSED AND APPROVED this 10th day of December, 2024.

By: _____
Village President

ATTEST:

Village Clerk

AYES: _____ NAYS: _____ ABSTENTIONS: _____ ABSENCES: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

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

AN ORDINANCE APPROVING A REAL ESTATE PURCHASE AND SALE AGREEMENT BETWEEN THE VILLAGE OF HOMEWOOD AND ANGUIANO GUIDO PROPERTIES LLC FOR PROPERTY AT 18134-18138 DIXIE HIGHWAY, HOMEWOOD, ILLINOIS

as adopted by the President and Board of Trustees of the Village of Homewood at its regularly convened meeting held on December 10, 2024, and as signed by the President of said Village on December ____, 2024, all as appears from the official records of said Village in my care and custody.

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

Village Clerk

(SEAL)

Exhibit A – Purchase and Sale Agreement

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (“Agreement”) is made this ____ day of December, 2024, between Anguiano Guido Properties LLC, or its assignee (“Purchaser”), and the Village of Homewood (“Seller”). The date that the last party signs the Agreement and delivers a copy to the other party shall be the date filled in above and shall be referred to herein as the “Effective Date.”

WITNESSETH:

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

Agreement of Purchase and Sale.

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

- 1.1. The real property legally described in Exhibit A attached, consisting of vacant land (the “Land”) at 18134-18138 Dixie Highway, Homewood, Illinois, 60430.
- 1.2 All improvements on the Land, including, without limitation, landscaping, parking lot, and other improvements (collectively called the “Improvements”).
- 1.3 All mineral, water, irrigation and other property rights of Seller, if any, running with or otherwise pertaining to such Land.
- 1.4 All of Seller’s right, title and interest in any easements, covenants, declarations, reciprocal easement agreements, tenements, hereditaments, gaps, gores and appurtenances to the Land.

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

Purchase Price.

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

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

Seller's Deliveries.

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

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

4.1. Inspection Period.

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

(b) During the period commencing on the Effective Date and ending at 6:00 p.m. (CST) on the day which is one hundred eighty (180) days thereafter (the "Governmental Approval Period"), Purchaser shall have the right, at Purchaser's sole cost and expense, to: obtain any necessary zoning approvals, special use permits, conditional use approvals, variances, administrative approvals, subdivisions,

consolidations, annexation agreements, parking agreements, easements, vacations, permits, plat of subdivisions, and similar approvals or documents with the municipality, county, any other governmental authority or any entity or agency, Seller shall cooperate with Purchaser's efforts to obtain any approvals and shall diligently sign any zoning applications, permit applications, ownership authorization and provide any documentation or information required by the applicable governmental authority or agency as part of Purchaser's process to obtain its approvals.

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

(d) Purchaser and Seller acknowledge that the inspections, investigations, survey and environmental inspections made by Purchaser and Purchaser's agents before Closing are for the benefit and at the instance of Purchaser. Purchaser expressly acknowledges that nothing in this Agreement authorizes Purchaser, or any person dealing with, through or under Purchaser to subject Seller's interest in the Property to mechanic's or materialmen's liens before Closing. Purchaser shall indemnify, hold harmless and defend Seller from any claim, liability, loss, damage, cost or expense (including reasonable attorney's fees, but expressly excluding any punitive, speculative or consequential damages) which Seller incurs solely due to the entry on the Property by Purchaser, its employees, agents or independent contractors before Closing, or damage to or liens placed on the Property caused by Purchaser, its agents, employees, or independent contractors for any such entry. Purchaser's indemnification obligations shall not extend or apply to and Purchaser shall not be liable to Seller for: (i) any release of pre-existing hazardous substances arising from the conduct of any investigation or testing of the Property or for any diminution in the market value of the Property

resulting from the information disclosed by any such investigation or tests, (ii) for any negligence or misconduct of Seller or any agent, contractor, or employee of Seller, or (iii) any pre-existing conditions on or about the Property. Purchaser's obligations shall survive any termination of this Agreement. Before Purchaser or its agents or contractors entering the Property, Purchaser shall obtain commercial general liability insurance in the amount of not less than \$1,000,000.00 naming the Village of Homewood as an additional insured on an ISO CG 20 10 form endorsement from an Illinois licensed insurance company. Purchaser shall maintain this coverage from the Effective Date through the Closing Date.

(e) Notwithstanding the expiration of the Inspection Period, Purchaser shall have access to the Property through the Closing Date for inspections, obtaining any reports, surveys, appraisals, and engineering and environmental tests and reports.

4.2. Redevelopment Agreement.

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

Commitment for Title Insurance/Title and Survey Matters.

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

the Purchaser's owner's title policy, then Seller shall sign a customary survey affidavit at Closing in a form approved by all parties.

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

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

Closing, Possession and Conditions Precedent to Closing.

6.1 Closing. The closing (the "Closing") of the transaction contemplated shall take place on or before June 30, 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) A resolution from Seller approving and authorizing it to sell the Property and granting authority to a specific person to bind the Seller.

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

(f) An owner's affidavit.

(g) Documents requested by the Title Company for obligations required of Seller under this Agreement or to provide extended coverage, including, without limitation, Owner's Affidavit, Survey Affidavit of no change, if required by the Title Company to provide extended coverage,

Gap Indemnity, formation documents and any other reasonable documentation.

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

- (a) The balance of the Purchase Price, subject to adjustment on the Settlement Statement, by wire transfer of federal funds.
- (b) The Settlement Statement signed by Purchaser, setting forth the Purchase Price, credits, prorations, and disbursements under this Agreement.
- (c) A counterpart of the Transfer Tax Declaration and any applicable municipal transfer tax declarations.
- (d) Any other document requested by the Title Company to close the transaction.

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

- (a) At Closing, Seller will cause the Title Company to issue (or commit irrevocably and unconditionally to issue) to Purchaser an owner's policy of title insurance in accordance with the requirements of the Commitment subject only to the Permitted Exceptions (the "Title Policy").
- (b) The representations and warranties of Seller in this Agreement shall be true and correct on and as of the Closing Date with the same force and effect as though such representations and warranties had been made on and as of the Closing Date, and Seller will so certify.
- (c) Seller shall have performed the agreements, covenants and obligations made and contained in this Agreement to be performed or complied with by Seller on or before the Closing Date.
- (d) Delivery of sole and exclusive possession of the Property to Purchaser subject only to the Permitted Exceptions.

Prorations; Closing Adjustments.

7.1 All real estate taxes and assessments, due and owing or delinquent before Closing, whether or not they have become liens, shall be the responsibility of Seller and paid by Seller before the due date and at or

before Closing. This obligation shall survive Closing. All real estate taxes not yet due and owing at the time of Closing shall be prorated on the Closing Date based on the most recent ascertainable tax bill, and Seller shall be responsible to credit Purchaser for all such real estate taxes through and including the day of Closing. All tax prorations shall be final as of Closing.

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

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

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

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

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

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

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

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

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

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

(f) Seller shall not, without the prior written consent of Purchaser, enter into, amend, extend or grant any concessions regarding any lease, reciprocal easement agreement, declaration or any other documents affecting the property, or accept any prepayment of rent for more than one month in advance. Seller shall promptly deliver to

Purchaser a copy of any notice (including without limitation, a notice of default) received from any property owners under any easement agreements, declarations or from any governmental authority or from any tenant or adjacent property owners. Seller shall not intentionally do anything, or permit anything to be done, that would impair or modify the status of title as shown on the Commitment or the survey.

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

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

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

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

Property and that could require Purchaser to pay any money in full or partial satisfaction of any such agreements.

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

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

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

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

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

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

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

Purchaser. This Agreement is a valid and binding obligation of Purchaser under its terms.

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

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.

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.

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.

Notices.

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

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

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

If to Purchaser:
 Anguiano Guido Properties LLC
 Jaoquin Anguiano, Registered
 Agent
 5332 La Palm Ct.
 Oak Forest IL 60452

With a copy to:
 Richard N. Golding
 The Golding Law Offices, P.C.
 181 N. Clark St., Suite 1700
 Chicago IL 60601

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

Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

“Qualified Intermediary” shall have the same meaning as that found in Section 1.103(k)-(g)(4)(iii), Income Tax Regulations.

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

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

Confidentiality.

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

Providing Party to afford the Providing Party an opportunity to seek a protective order).

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

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

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

Exclusivity.

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

(Signatures on next page)

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

Purchaser

Seller

Anguiano Guido Properties LLC, or
designee

Village of Homewood

By: _____

By: _____

Name: _____

Richard A. Hofeld

Title: _____

Village President

Date: _____

Date: _____

EXHIBIT A

Legal Description of Property

Lots 10, 13 and 14 in Block 1 in Village of Thornton Station being a Subdivision of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 31, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel Identification Numbers

29-31-314-018-0000, 29-31-314-019-0000, 29-31-314-031-0000

Common Address: 18134-18138 Dixie Highway, Homewood, IL.

EXHIBIT B

Due Diligence Materials

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

RESOLUTION NO. R-3207

A RESOLUTION SUPPORTING CLASS 8 STATUS UNDER THE COOK COUNTY REAL PROPERTY ASSESSMENT CLASSIFICATION ORDINANCE FOR REAL ESTATE AT 18134-18138 DIXIE HIGHWAY, HOMEWOOD, COOK COUNTY, ILLINOIS

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

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

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

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

WHEREAS, Joaquin Anguiano, is the purchaser of the property at 18134-18138 Dixie Highway, Homewood, Cook County, Illinois, legally described in the attached Exhibit A; and

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

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

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

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

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

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

This resolution passed this 26th day of November 2024.

Village President

ATTEST:

Village Clerk

AYES: _____ NAYS: _____ ABSTENTIONS: _____ ABSENCES: _____

EXHIBIT A

Legal Description

Lots 10, 13 and 14 in Block 1 in Village of Thornton Station being a Subdivision of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 31, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Property Index Number: 29-31-314-018-0000
29-31-314-019-0000
29-31-314-031-0000

Common Address: 18134-18138 Dixie Highway, Homewood, Illinois 60430.



BOARD AGENDA MEMORANDUM

DATE OF MEETING: December 10, 2024

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Angela Mesaros, Director of Economic and Community Development

Topic: Harwood TOD TIF District Eligibility Study and Redevelopment Plan

PURPOSE

The Village is working with consultant Ryan LLC (formerly Kane, McKenna, and Associates, Inc.) to establish a new tax increment financing (TIF) district – the Harwood TOD TIF District for the properties from Harwood Avenue east to Dixie Highway and Ridge Road north to the Dixie Highway viaduct. Ryan LLC has completed the TIF Eligibility Report and Redevelopment Plan. These documents with exhibits are available for public inspection.

PROCESS

The TIF will provide a flexible mechanism for incentivizing future redevelopment. The establishment of a new TIF district could provide increment funds for future development initiatives and public improvements including the following projects:

- The Village Hall Parking Lot (2024 Chestnut Road). In July 2023, the Village approved a Letter of Intent from HCF Homewood II, to take steps toward developing a multiple-family residential building on the Village’s parking lot. The proposed TIF will assist with available incentives for this development.
- The commercial building at the northeast corner of Ridge Road and Harwood Avenue, 2052-2066 Ridge Road and 18027 Harwood Avenue (Matrix Building), is a Village-owned property identified for transit-oriented redevelopment.
- Improvements to the Village-owned Harwood Commuter Parking Lot would qualify for TIF funds.
- St. John Neumann Parish’s empty school building has potential for re-occupation or redevelopment.
- Village-owned property at 17900 Dixie Highway (former library).
- Village Hall campus area (*Village Hall, Auditorium, Police Department, and Fire Department*).

Under the TIF Act, Illinois municipalities must adopt several documents including a Redevelopment Plan and Qualification Report that provide the basis for eligibility of the redevelopment project area (RPA or TIF District). Ryan LLC has conducted an eligibility report of



the Redevelopment Project Area and has prepared its report that states that the proposed area qualifies as a “redevelopment project area” as defined in the TIF Act.

The eligibility report and redevelopment plan are on file and available for public review at the office of the Village Clerk and on the Village’s website.

OUTCOME

The TIF District would provide funds for properties near the Metra station, consistent with the Village’s transit-oriented development plan approved in 2024. The redevelopment and revitalization of downtown will benefit the community through increased walkability, new housing options, and property tax revenue.

FINANCIAL IMPACT

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

LEGAL REVIEW

Completed

RECOMMENDED BOARD ACTION

Pass a resolution that makes available for public inspection, the redevelopment plan and project and the qualification report for the proposed Harwood TOD Redevelopment Project Area.

ATTACHMENT(S)

Resolution

RESOLUTION NO. R-3208

A RESOLUTION MAKING AVAILABLE FOR PUBLIC INSPECTION THE REDEVELOPMENT PLAN AND PROJECT, AND THE QUALIFICATION REPORT FOR THE PROPOSED HARWOOD TOD REDEVELOPMENT PROJECT AREA

WHEREAS, the Village of Homewood (the “Village”) recently engaged the consulting firm Ryan LLC to determine if certain properties on or adjacent to Harwood Avenue north of Ridge Road qualify for tax increment financing under the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74-4 *et seq.*) (the “TIF Act”); and

WHEREAS, Ryan LLC submitted a written report finding that the properties qualified for tax increment financing under the TIF Act; and

WHEREAS, the Village intends to adopt an ordinance or resolution at a future date setting a date for a public hearing on the proposed redevelopment plan and project; and

WHEREAS, Section 11-74.4-5 of the Illinois Municipal Code (65 ILCS 5/11-74.4-5) stipulates that at least 10 days before setting the public hearing date, the Village shall make available for public inspection a redevelopment plan or a separate report that provides in reasonable detail the basis for the eligibility of the redevelopment project area.

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

SECTION ONE – AVAILABILITY OF PROPOSED REDEVELOPMENT PLAN AND QUALIFICATION REPORT :

The Village Clerk shall make the Harwood TOD TIF District Redevelopment Project Area Plan and Project, and Qualification Report available for public inspection during regular business hours at the Clerk’s Office, Homewood Village Hall, 2020 Chestnut Rd., Homewood and on the Village’s website: <https://www.village.homewood.il.us/business/tax-increment-financing-tif/harwood-tod-tif>

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 10th day of December, 2024.

Village President

ATTEST:

Village Clerk

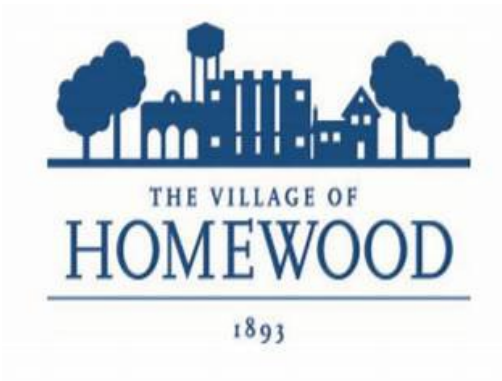
AYES: _____ NAYS: _____ ABSTENTIONS: _____ ABSENCES: _____

Draft Date: 12.05.24

**VILLAGE OF HOMEWOOD, ILLINOIS
HARWOOD TOD TIF DISTRICT REDEVELOPMENT
PROJECT AREA
REDEVELOPMENT PLAN AND PROJECT**

Prepared By:

**Village of Homewood, Illinois
&
Ryan, LLC**



February 2025

VILLAGE OF HOMEWOOD
HARWOOD TOD TIF DISTRICT TIF REDEVELOPMENT PLAN
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I. Introduction

The Village of Homewood (the “Village”) is a suburban municipality serving a population of 19,463 citizens (according to the 2020 U.S. Census). The Village is an established community situated approximately 22 miles south of Chicago’s “Loop” within close distance to Midway Airport and Gary-Chicago International Airport and near Interstate 80, Illinois Route 394, Interstate 294, Interstate 90-94 and four State and County Roads. In this report, the Village proposes a Tax Increment Financing Redevelopment Plan and Project (the “Plan” or “Redevelopment Plan”) pursuant to the TIF Act (as such term is hereinafter defined) to enable an area within the Village to overcome a number of redevelopment barriers. Ryan, LLC (“Ryan”) has been retained by the Village to assist in the drafting of this Redevelopment Plan.

The proposed Harwood TOD TIF Redevelopment Project Area consists of thirty-four (34) parcels, containing eighteen (18) structures and various other site improvements. According to the Village’s most recent Comprehensive Plan from 1999, (the “Comp Plan”), Village “officials indicated that economic development issues were of top priority.” In addition, the Comp Plan also notes that “Maintenance of Village appearances, especially the quality of housing and commercial building stock was identified as important.” The Comp Plan also states that “A clear concern of all parties addresses the ability for the Village to maintain its historic economic vitality in terms of commercial redevelopment on Halsted Street and in the Central Business District in the face of the radically changing regional commercial/retail markets. It is fully recognized that residential tax burdens can be mitigated by taxes brought to the Village from commercial and industrial land uses.” Accordingly, the Comp Plan concludes that “the Village needs to optimize land use to maximize tax income from commercial and industrial land uses” are “crucial to the future of the Village and the ability to mitigate residential tax burdens.” Given these observations, the Village has determined that the proposed TIF District would not be redeveloped in a coordinated manner without the adoption of a Tax Increment Financing Redevelopment Plan.

The Village, with the assistance of Ryan, has commissioned this Redevelopment Plan (the “Redevelopment Plan”) in order to alleviate those conditions which deter private investment in the area and to meet the Village’s redevelopment goals and objectives. This represents an opportunity to enhance the approximately eleven (11.3) acres of property generally located in the downtown core of the Village and is generally bounded by Pine Road to the north, Ridge Road to the south, parcels fronting Dixie Highway to the east, and the Metra Electric and Amtrak rail lines to the west.

The Comprehensive Plan (1999) notes that, “With increased congestion on the regional transportation network forcing growth and development to the west and ultimately the south, the need for neighborhood shopping and entertainment facilities should increase in the Village. This may provide an opportunity for downtown merchants to fill the void in the retail shopping experience. Residents who do not wish to make a time-consuming journey to a major shopping center may find Downtown Homewood a central shopping location.” The Downtown TOD Plan

(2023) further notes that, “Qualitative feedback from this planning process identified the desire for new retail & dining options. Diverse restaurants, grab-and-go meals, and sit-down cafes were popular responses during focus groups and in-person engagement events. Residents and visitors in Homewood want to support local businesses and are eager for family-friendly and teen-oriented activities.”

A. Overview of Tax Increment Financing (TIF)

Tax Increment Financing (TIF) is an economic development tool which uses future tax revenues to finance redevelopment activity. In the State of Illinois, an area can be designated as a “redevelopment project area” pursuant to the TIF Act if it faces certain impediments to redevelopment. At the time of designation, the equalized assessed value of tax parcels within the boundaries of the district are “frozen” for the term of the redevelopment project area. Taxing jurisdictions that overlap that district continue to receive property taxes, but those revenues are limited to those based on the “frozen” or base equalized assessed values. Any property tax revenue generated from increases in equalized assessed value relative to the frozen values are deposited in a special tax allocation fund. This revenue is then used to finance redevelopment activities within the district to accomplish various community and economic development goals.

B. The Redevelopment Plan

The Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-3, et. seq., as amended (the “TIF Act” or “Act”) enables Illinois municipalities to establish a “redevelopment project area” either to eliminate the presence of blight or to prevent its onset. The Act finds that municipal TIF authority serves a public interest in order to: “promote and protect the health, safety, morals, and welfare of the public, that blighted conditions need to be eradicated and conservation measures instituted, and that redevelopment of such areas be undertaken; that to remove and alleviate adverse conditions it is necessary to encourage private investment and restore and enhance the tax base of the taxing districts in such areas by the development or redevelopment of project areas” (65 ILCS 5/11-74.4-2(b)).

To establish an area as a “redevelopment project area” pursuant to the Act, Illinois municipalities must adopt several documents including a redevelopment plan and eligibility report that provides in reasonable detail the basis for the eligibility of the redevelopment project areas. A redevelopment plan is any comprehensive program of the municipality for development or redevelopment intended by the payment of redevelopment project costs to reduce or eliminate those conditions which qualify the redevelopment project area as a "blighted area," "conservation area" (or combination thereof), or "industrial park conservation area", and thereby to enhance the tax bases of the taxing districts which extend into the redevelopment project area as set forth in the TIF Act.

The Village has authorized Ryan to conduct a study of the parcels identified in the boundary map attached hereto as Exhibit 1 (the “Redevelopment Project Area”, “RPA” or “TIF District”) in

*TIF Redevelopment Plan: Harwood TOD TIF
Village of Homewood, Illinois*

relation to its eligibility as a "redevelopment project area" under the TIF Act, to prepare a report for the eligibility of the RPA (the "Qualification Report") and to prepare a Redevelopment Plan for the RPA.

C. Findings Pursuant to the TIF Act

It is found and declared by the Village through legislative actions as required by the Act that:

1. That to alleviate the adverse conditions, it is necessary to encourage private investment and enhance the tax base of the taxing districts in such areas by the development or redevelopment of certain areas;
2. That public/private partnerships are determined to be necessary in order to achieve development goals;
3. The parcels in the proposed new Redevelopment Project Area have not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of this redevelopment plan;
4. That the use of incremental tax revenues derived from the tax rates of various taxing districts in the RPA for the payment of redevelopment project costs that are incurred in the redevelopment of the RPA will incentivize such redevelopment and benefit such taxing districts in the long run, by alleviating the conditions identified in the Eligibility Report and increasing the assessment base;
5. That such increased assessment base is not likely to be achieved without using such incentives to first alleviate such conditions; and
6. The Redevelopment Plan and Project conform to the 1999 Comprehensive Plan, which guides development of the Village as a whole.

It is further found, and certified by the Village, in connection to the process required for the adoption of this Redevelopment Plan pursuant to 65 ILCS 5/11-74.4-3(n)(5) of the Act, that this Redevelopment Plan will not result in the displacement of ten (10) or more inhabited residential units. Therefore, this Redevelopment Plan does not include a housing impact study as is required under the Act.

The redevelopment activities that will take place within the RPA will produce benefits that are reasonably distributed throughout the RPA. Redevelopment of the RPA is tenable only if a portion of the improvements and other costs are funded by the RPA.

Pursuant to the Act, the RPA includes only those contiguous parcels of real property and improvements thereon substantially benefited by the Redevelopment Plan. Also pursuant to the Act, the area of the RPA in the aggregate is more than 1½ acres.

II. Redevelopment Project Area

A. Redevelopment Project Area Summary

The RPA consists of thirty-four (34) tax parcels situated in the downtown core of the Village and is generally bounded by Pine Road to the north, Ridge Road to the south, parcels fronting Dixie Highway to the east, and the Metra Electric and Amtrak rail lines to the west. Existing land uses within the RPA include commercial, retail, office, and institutional uses. Please see Exhibit 1 for a boundary map of the RPA.

B. Legal Description of Redevelopment Project Area

The Redevelopment Project Area legal description is attached as Exhibit 2.

III. Redevelopment Goals

A. Village Goals

The Village has established a number of goals, objectives and strategies which would determine the kinds of activities to be undertaken within the RPA.

An important underlying document is the Comprehensive Plan, which, as an element of the planning process, describes the overall vision for the Village and is the foundation for Village initiatives. This planning document influences all other Village planning processes including those related to TIF. The below Table 1 summarizes goals in the 1999 Comprehensive Plan that are applicable to the Harwood TOD RPA.

Table 1. 1999 Comprehensive Plan Goals Relevant to Redevelopment of the RPA

Goal	Action
Provide commercial districts which will serve the needs of area residents and enhance the overall quality of life in the community	<ul style="list-style-type: none"> • Maintain the Central Business District as the viable and identifiable center of Homewood by encouraging a variety of land use types. • Promote commercial development on vacant or under-utilized parcels only where it will serve to strengthen existing commercial districts.
Sustainable Economic Vitality	<ul style="list-style-type: none"> • Maintain the Village’s historic economic vitality, in terms of commercial redevelopment on Halsted Street and in the Central Business District in the face of the radically changing regional commercial/retail markets. • Optimize land use to maximize tax income from commercial and industrial land uses. • Planning for critical uses of free standing vacant commercial parcels.
Future Land Use	<ul style="list-style-type: none"> • Commuter rail service improvements that benefit Village residents, including walkways, bikeways (bike parking) and automobile parking should be considered in the designation of land uses within the Downtown and preparation of any Downtown improvement plans.
Promote development of all remaining undeveloped property within the Village of Homewood for sound orderly, residential, commercial and industrial development consistent with the Comprehensive Plan and the Future Land Use Map	<ul style="list-style-type: none"> • Recruit additional appropriate retail and industrial development for designated vacant commercial and industrial areas show on the Future Land Use Map. • Establish a transition zone surrounding the current downtown where, depending on market timing, changes in zoning from residential to commercial or mixed-uses

	<p>would be favorably considered depending on specifics of the proposal.</p> <ul style="list-style-type: none"> • Complete an assessment of the successes of the recent parking improvement actions to provide additional parking in the downtown and if warranted, study the need and location of additional parking – both surfaced and elevated. • Establish guidelines for appropriate mixed-use downtown development including parking requirements, acceptable uses and Village financing assistance (if deemed appropriate). • Implement municipal improvements, especially storm water improvements, sidewalk construction/replacement, streetscape, street tree plantings and signage improvements.
<p>Construct a coordinated bicycle and walking pathway network in conformance with the Comprehensive Plan and Future Land Use Map</p>	<ul style="list-style-type: none"> • Prepare a master construction schedule for new bicycle and walking pathways connecting activity centers as shown on the Future Land Use Map. • Establish locations throughout the Village and the train station for the location of bicycle lockers and parking.

Source: Village of Homewood 1999 Comprehensive Plan

Implementation of this Redevelopment Plan will facilitate the accomplishment of these and other goals described in the Comprehensive Plan. It is further expected that the “redevelopment projects” as defined in the TIF Act will return the commercial and office properties within the RPA to economically productive use; thus, accomplishing the Village’s general goals regarding enhancing and strengthening the Village’s tax base.

B. Redevelopment Project Area Goals

Given the potential community benefits that may be gained from redevelopment of the RPA, efforts should be made to obtain the following goals for the RPA:

1. Reduce or address those adverse impacts described in the Qualification Report which deter private investment in the RPA
2. Return underutilized property located within the RPA to productive use and strengthen and enhance the Village’s tax base
3. Provide for high-quality development within the RPA that facilitates community and economic development goals
4. Accomplish redevelopment of the RPA over a reasonable time period

These goals may be accomplished by pursuing the following objectives for the RPA:

1. Promotion of the redevelopment of underutilized property located within the RPA
2. Provision for the assembly or coordination of private and public property for viable redevelopment projects
3. Improvement of existing rights-of-way and infrastructure including, but not limited to roadways, streetscape, traffic signalization and parking improvements
4. Provision of necessary site preparation including, but not limited to, grading, demolition and environmental remediation
5. Provision of public investment that improves the physical condition and visual aesthetic of the area including those in the public realm (e.g. streetscaping) and the private realm (e.g. facades and signage)

These objectives may be pursued independently by the Village or in private partnership by entering into redevelopment agreements in order to redevelop existing property or induce new development to locate within the RPA.

IV. Evidence of Lack of Development and Growth

A. Qualification Report

The Redevelopment Plan Area’s qualification under the TIF Act was evaluated by representatives of Ryan from September 2024 to the date of this draft report. Analysis was aided by certain reports obtained from the Village and other sources. Only information which would directly aid in the determination of eligibility for a redevelopment project area was utilized.

The reported results of this evaluation are in the Qualification Report attached as Exhibit 3 of this Redevelopment Plan.

B. Findings

As found in Exhibit 3 of this Redevelopment Plan, the RPA has suffered from certain impediments to redevelopment. The area has been burdened with a lack of significant private investment and/or development. As a result, the RPA is not likely to experience significant development and growth without the use of Village resources.

Factors which constitute evidence of the RPA as a “conservation area” and which impair sound growth in the RPA are: (i) lag in EAV; (ii) excessive vacancies; (iii) deterioration of structures or site improvements; (iv) obsolescence; and (v) lack of community planning.

V. Assessment of Fiscal Impact on Affected Taxing Districts

It is anticipated that the implementation of this Redevelopment Plan will have a positive financial impact on the affected taxing districts. Actions to be taken by the Village to enhance its tax base through the implementation of this Redevelopment Plan will also have a positive impact on the affected taxing districts.

Strategies will be encouraged to promote growth via private investment within the area, while specific objectives will be geared toward stabilizing the RPA’s existing strengths and revitalizing the RPA’s redevelopment potential.

It is anticipated that the RPA will require minimal increased services from affected taxing districts other than the Village. Should the Village achieve success in attracting private investment which does result in the need for documented increased services from any taxing districts, the Village will consider the declaration of sufficient surplus funds (which funds are neither expended nor obligated) as provided by the TIF Act, to assist affected taxing districts in paying the costs for the increased services.

Any surplus funds that may exist will be proportionately shared, based on the appropriate tax rates for a given year, with the various taxing districts including the Village. Prior to any surplus disbursement, all TIF eligible costs either expended or incurred as an obligation by the Village will be duly accounted for through the administration of the Special Tax Allocation Fund to be established by the Village as provided by the TIF Act.

VI. Housing Impact Study

The RPA was studied in order to determine if a housing impact study would need to be conducted pursuant to the TIF Act.

Since the Plan does not displace ten (10) or more residential units, and does not include 75 or more existing residential units, a housing study is not required.

If, later, the Village does decide that it is necessary to dislocate ten or more residential units, then the Village must complete a housing impact study and amend the Redevelopment Plan herein.

VII. Redevelopment Project

A. Redevelopment Activities

The Village will implement a coordinated program of actions, including, but not limited to, the following actions:

Land Assembly: Property within the RPA may be acquired, assembled and reconfigured into appropriate redevelopment sites. The Village may also cover any relocation costs related to land assembly activities.

Site Preparation, Clearance, and Demolition: Property within the RPA may be improved by site clearance, excavation, regrading, environmental remediation or demolition.

Public Improvements: Public improvements within the RPA may be provided or repaired to support the Redevelopment Plan and Project. Examples of such public improvements may include but are not limited to: (i) public utilities and infrastructure including roadways, water mains, sanitary sewer systems and storm sewer systems; (ii) public parking facilities; (iii) storm water management and detention facilities; (iv) landscaping, lighting, traffic signalization; signage; and other improvements to the streetscape. Relocation of utilities or infrastructure may also be funded as determined by the Village.

Rehabilitation and Construction: Rehabilitation of certain structures within the RPA in order to provide for the redevelopment of the area and conformance to Village code provisions. Improvements may include commercial signage upgrades, exterior and facade related work as well as interior related work.

Interest Rate Write-Down: Entering into agreements with property owners/developers whereby a portion of the interest cost of a construction, renovation or rehabilitation project is paid for on annual basis out of the Special Tax Allocation Fund of the RPA, in accordance with the Act.

Job Training: Assisting facilities and enterprises located within the RPA in providing job training assistance. Job training and retraining programs currently available from or through other governments include, but are not limited to; federal programs, state programs, applicable local vocational educational programs including community college sponsored programs and other federal, state, county or non-profit operated programs that are available or will be developed and initiated over time.

B. General Land Use Plan Existing land uses consist of commercial, retail, office, and institutional land uses. Existing land uses are shown in Exhibit 4, attached hereto and made a part hereof and include commercial, retail, office, and institutional uses.

Proposed land uses in the RPA are to consist of commercial, retail, office, institutional, and residential uses. Intended land uses will conform to the Village’s Comprehensive Plan. Exhibit 5, attached hereto and made a part of this Plan designates the proposed general land uses in the Redevelopment Project Area.

C. Additional Design and Control Standards

The appropriate design controls, including for any Planned Unit Developments, as set forth in the Village’s Zoning Ordinance, as amended, shall apply to the RPA.

D. Eligible Redevelopment Project Costs

Redevelopment project costs mean and include the sum of all reasonable or necessary costs incurred or estimated to be incurred, as provided in the Act, and any such costs incidental to this Redevelopment Plan. Private investments, which supplement municipal Redevelopment Project Costs, are expected to substantially exceed such redevelopment project costs.

Eligible costs permitted under the Act which may be pertinent to this Redevelopment Plan include:

- 1. *Professional Services* - Costs of studies and surveys, development of plans and specifications, implementation and administration of the redevelopment plan including, but not limited to, staff and professional service costs for architectural, engineering, legal, marketing, financial, planning, or other special services, provided, however, that no charges for professional services may be based on a percentage of the tax increment collected; except that after November 1, 1999, no contracts for professional services, excluding architectural and engineering services, may be entered into if the terms of the contract extend beyond a period of three (3) years. In addition, “redevelopment project costs” shall not include lobbying expenses;
 - 1.1 After July 1, 1999, annual administrative costs shall not include general overhead or administrative costs of the municipality that would still have been incurred by the municipality if the municipality had not designated a redevelopment area or approved a redevelopment plan;
- 2. *Marketing* - The cost of marketing sites within the redevelopment project area to prospective businesses, developers, and investors;
- 3. *Property Assembly Costs* - Including, but not limited to, acquisition of land and other property, real or personal, or rights or interest therein, demolition of buildings, site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to, parking lots and other concrete or asphalt barriers, and the clearing and grading of land;

4. *Rehabilitation Costs* - Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, fixtures and leasehold improvements; and the costs of replacing an existing public building if pursuant to the implementation of a redevelopment project the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment; including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification;
5. *Public Works and Improvements* - Costs of the construction of public works or improvements, including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification, except that on and after November 1, 1999 redevelopment project costs shall not include the cost of constructing a new municipal public building principally used to provide offices, storage space, or conference facilities or vehicle storage, maintenance, or repair for administrative, public safety, or public works personnel and that is not intended to replace an existing public building as provided under paragraph (3) of subsection (q) of Section 11-74.4-3 unless either (i) the construction of the new municipal building implements a redevelopment project that was included in a redevelopment plan that was adopted by the municipality prior to the effective date of this amendatory Act of the 91st General Assembly or (ii) the municipality makes a reasonable determination in the redevelopment plan, supported by information that provided that basis for that determination, that the new municipal building is required to meet an increase in the need for public safety purposes anticipated to result from the implementation of the redevelopment plan;
6. *Job Training* - Costs of job training and retraining projects including the costs of ‘welfare to work’ programs implemented by businesses located within the redevelopment project area;
7. *Financing Incentives* - Financing costs, including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued pursuant to the Act accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding 36 months thereafter and including reasonable reserves related thereto;
8. *Capital Costs* - To the extent the municipality by written agreement accepts and approves the same, all or a portion of a taxing district’s capital (and additional student tuition) costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the redevelopment plan and project;
9. *School-related Costs* - For redevelopment project areas designated (or redevelopment project areas amended to add or increase the number of tax-increment-financing assisted housing units) on or after November 1, 1999 an elementary, secondary, or unit school district’s increased costs attributable to assisted housing units located within the

redevelopment project area for which the developer or redeveloper receives financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the assisted housing sites necessary for the completion of that housing as authorized by the Act, and which costs shall be paid by the municipality from the Special Tax Allocation Fund when the tax increment revenue is received as a result of the assisted housing units and shall be calculated annually as follows:

- a) for foundation districts, excluding any school district in a municipality with a population in excess of 1,000,000, by multiplying the district's increase in attendance resulting from the net increase in new students enrolled in that school district who reside in housing units within the redevelopment project area that have received financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the housing sites necessary for the completion of that housing as authorized by the Act since the designation of the redevelopment project area by the most recently available per capita tuition cost as defined in Section 10-20.12a of the School Code less any increase in general State aid as defined in Section 18-8.05 of the School Code attributable to these added new students subject to the following annual limitations:
 - (i) for unit school districts with a district average 1995-96 Per Capita Tuition Charge of less than \$5,900, no more than 25% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under this Act;
 - (ii) for elementary school districts with a district average 1995-96 Per Capita Tuition Charge of less than \$5,900, no more than 17% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under this Act; and
 - (iii) for secondary school districts with a district average 1995-96 Per Capita Tuition Charge of less than \$5,900, no more than 8% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under this Act.
- b) For alternate method districts, flat grant districts, and foundation districts with a district average 1995-96 Per Capita Tuition charge equal to or more than \$5,900, excluding any school district with a population in excess of 1,000,000, by multiplying the district's increase in attendance resulting from the net increase in new students enrolled in that school district who

reside in housing units within the redevelopment project area that have received financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the housing sites necessary for the completion of that housing as authorized by the Act since the designation of the redevelopment project area by the most recently available per capita tuition cost as defined in Section 10-20.12a of the School Code less any increase in general state aid as defined in Section 18-8.05 of the School Code attributable to these added new students subject to the following annual limitations:

- (i) for unit school district, no more than 40% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under this Act;
 - (ii) for elementary school district, no more than 27% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under this Act; and
 - (iii) for secondary school districts, no more than 13% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under the Act.
- c) Any school district in a municipality with a population of 1,000,000, additional restrictions apply. Any school district seeking payment shall, after July 1 and before September 30 of each year, provide the municipality with reasonable evidence to support its claim for reimbursement before the municipality shall be required to approve or make the payment to the school district. If the school district fails to provide the information during this period in any year, it shall forfeit any claim to reimbursement for that year. School districts may adopt a resolution waiving the right to all or a portion of the reimbursement otherwise required by the Act. By acceptance of this reimbursement the school district waives the right to directly or indirectly set aside, modify, or contest in any manner the establishment of the redevelopment project area or projects;

10. *Library Costs* - For redevelopment project areas designated (or redevelopment project areas amended to add or increase the number of tax-increment-financing assisted housing units) on or after January 1, 2005, a public library district's increased costs attributable to assisted housing units located within the redevelopment project area for which the developer or redeveloper receives financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the assisted housing sites necessary for the completion of that housing as authorized by this Act shall be paid to the library district by

the municipality from the Special Tax Allocation Fund when the tax increment revenue is received as a result of the assisted housing units. This paragraph applies only if (i) the library is located in a county that is subject to the Property Tax Extension Limitation Law or (ii) the library district is not located in a county that is subject to the Property Tax Extension Limitation Law but the district is prohibited by any other law from increasing its tax levy rate without a prior voter referendum.

The amount paid to a library district under this paragraph shall be calculated by multiplying (i) the net increase in the number of persons eligible to obtain a library card in that district who reside in housing units within the redevelopment project area that have received financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the housing sites necessary for the completion of that housing as authorized by this Act since the designation of the redevelopment project area by (ii) the per-patron cost of providing library services so long as it does not exceed \$120. The per-patron cost shall be the Total Operating Expenditures Per Capita as stated in the most recent Illinois Public Library Statistics produced by the Library Research Center at the University of Illinois. The municipality may deduct from the amount that it must pay to a library district under this paragraph any amount that it has voluntarily paid to the library district from the tax increment revenue. The amount paid to a library district under this paragraph shall be no more than 2% of the amount produced by the assisted housing units and deposited into the Special Allocation Fund.

A library district is not eligible for any payment under this paragraph unless the library district has experienced an increase in the number of patrons from the municipality that created the tax-increment-financing district since the designation of the redevelopment project area.

Any library district seeking payment under this paragraph shall, after July 1 and before September 30 of each year, provide the municipality with convincing evidence to support its claim for reimbursement before the municipality shall be required to approve or make the payment to the library district. If the library district fails to provide the information during this period in any year, it shall forfeit any claim to reimbursement for that year. Library districts may adopt a resolution waiving the right to all or a portion of the reimbursement otherwise required by this paragraph. By acceptance of such reimbursement, the library district shall forfeit any right to directly or indirectly set aside, modify, or contest in any manner whatsoever the establishment of the redevelopment project area or projects;

11. *Relocation Costs* - to the extent that the Village determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or state law;
12. *Payment in Lieu of Taxes*;

- 13. *Job Training* - Costs of job training, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in the redevelopment project area; and (ii) when incurred by a taxing district or taxing districts other than the Village, are set forth in a written agreement by or among the Village and the taxing district or taxing districts, which agreement describes the program to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Section 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act and by school districts of costs pursuant to Section 10-22.20a and 10-23.3a of the School Code;

- 14. *Interest Costs* – incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:
 - a) such costs are to be paid directly from the Special Tax Allocation Fund established pursuant to the Act;
 - b) such payments in any one-year may not exceed 30% of the annual interest costs incurred by the developer pertaining to the redevelopment project during that year;
 - c) if there are not sufficient funds available in the Special Tax Allocation Fund to make the payment pursuant to this paragraph then the amounts so due shall accrue and be payable when sufficient funds are available in the Special Tax Allocation Fund;
 - d) the total of such interest payments paid pursuant to the Act may not exceed 30% of the total (i) cost paid or incurred by the redeveloper for the redevelopment project plus (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by a municipality pursuant to the Act;
 - e) the cost limits set forth in subparagraphs (b) and (d) shall be modified for the financing of rehabilitated or new housing units for low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act and the percentage of 75% shall be substituted for 30% in subparagraphs (b) and (d);
 - f) Instead of the eligible costs provided by subparagraphs (b) and (d), as modified by this subparagraph, and notwithstanding any other provisions of the Act to the contrary, the municipality may pay from tax increment revenues up to 50% of the cost of construction of new housing units to be occupied by low-income households

and very low-income households as defined in Section 3 of the Illinois Affordable Housing Act. The cost of construction of those units may be derived from the proceeds of bonds issued by the municipality under the Act or other constitutional or statutory authority or from other sources of municipal revenue that may be reimbursed from tax increment revenues or the proceeds of bonds issued to finance the construction of that housing. The eligible costs provided under this subparagraph (f) shall be an eligible cost for the construction, renovation, and rehabilitation of all low and very low-income housing units, as defined in Section 3 of the Illinois Affordable Housing Act, within the redevelopment project area. If the low and very low-income units are part of a residential redevelopment project that includes units not affordable to low and very low-income households, only the low and very low-income units shall be eligible for benefits under subparagraph (f).

The standards for maintaining the occupancy by low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act of those units constructed with eligible costs made available under the provisions of this subparagraph (f) shall be established by guidelines adopted by the municipality. The responsibility for annually documenting the initial occupancy of the units by low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act, shall be that of the then current owner of the property. For ownership units, the guidelines will provide, at a minimum, for a reasonable recapture of funds, or other appropriate methods designed to preserve the original affordability of the ownership units. For rental units, the guidelines will provide, at a minimum, for the affordability of rent to low and very low-income households. As units become available, they shall be rented to income-eligible tenants.

The municipality may modify these guidelines from time to time; the guidelines, however, shall be in effect for as long as tax increment revenue is being used to pay for costs associated with the units or for the retirement of bonds issued to finance the units or for the life of the redevelopment project area, whichever is later;

15. *Day Care* - If the redevelopment project area is located within a municipality with a population of more than 100,000, the cost of day care services for children of employees from low-income families working for businesses located within the redevelopment project area and all or a portion of the cost of operation of day care centers established by redevelopment project area businesses to serve employees from low-income families working in businesses located in the redevelopment project area. For the purposes of this paragraph, “low-income families” means families whose annual income does not exceed 80% of the municipal, county, or regional median income, adjusted for family size, as the annual income and municipal, county or regional median income are determined from time to time by the United States Department of Housing and Urban Development.

The TIF Act prohibits certain costs, including the following:

*TIF Redevelopment Plan: Harwood TOD TIF
Village of Homewood, Illinois*

Construction of Privately-owned Buildings - Unless explicitly stated herein the costs of construction of new privately-owned buildings shall not be an eligible redevelopment project cost;

Retail Displacement - After November 1, 1999, none of the redevelopment project costs enumerated in this subsection shall be eligible redevelopment projects if those costs would provide direct financial support to a retail entity initiating operations in the redevelopment project area while terminating operations at another Illinois location within 10 miles of the redevelopment project area but outside the boundaries of the redevelopment project area municipality. For purposes of this paragraph, termination means a closing of a retail operation that is directly related to the opening of the same operation or like retail entity owned or operated by more than 50% of the original ownership in a redevelopment project area, but it does not mean closing an operation for reasons beyond the control of the retail entity, as documented by the retail entity, subject to a reasonable finding by the municipality that the current location contained inadequate space, has become economically obsolete, or was no longer a viable location for the retailer or serviceman;

Historic Building Demolition - No cost shall be a redevelopment project cost in a redevelopment project area if used to demolish, remove, or substantially modify a historic resource, after August 26, 2008, unless no prudent and feasible alternative exists. “Historic Resource” means (i) a place or structure that is included or eligible for inclusion on the National Register of Historic Places or (ii) a contributing structure in a district on the National Register of Historic Places. This restriction does not apply to a place or structure for which demolition, removal, or modification is subject to review by the preservation agency of a Certified Local Government designated as such by the National Park Service of the United States Department of the Interior.

If a Special Service Area has been established pursuant to the Special Service Area Tax Act or Special Service Area Tax Law, then any tax incremental revenues derived from the tax imposed pursuant to Special Service Area Tax Act or Special Service Area Tax Law may be used within the redevelopment project area for the purposes permitted by that Act or Law as well as the purposes permitted by the TIF Act.

Estimated costs are shown in the below Table 2. Adjustments to these cost items may be made without amendment to the Redevelopment Plan.

Table 2. Redevelopment Project Cost Estimates

1. Land Acquisition and Assembly Costs and Relocation Costs	\$
2. Demolition, Site Preparation, Environmental Cleanup and Related Costs	\$
3. Public Improvements including, but not limited to, water, storm, sanitary sewer, the service of public facilities, and road improvements, including such utility improvements that are not located within the boundaries of the TIF District, but which are essential to the preparation of the RPA for development in accordance with this Plan	\$
4. Rehabilitation/Façade Improvements	\$
5. Interest Costs Pursuant to the TIF Act	\$
6. Planning, Legal, Engineering, Administrative and Other Professional Service Costs	\$
7. Job Training	\$
8. Estimated School District Costs, Library District Costs, and Taxing District Capital Costs pursuant to the TIF Act	\$
TOTAL ESTIMATED	\$

Notes:

- (1) All project cost estimates are in 2024 dollars. Costs may be adjusted for inflation per the TIF Act.
- (2) In addition to the costs identified in the exhibit above, any bonds, notes or other obligations issued to finance a phase of the Project may include an amount sufficient to pay (a) customary and reasonable charges associated with the issuance of such obligations, (b) interest on such bonds, notes, or other obligations, and (c) capitalized interest and reasonably required reserves.
- (3) Adjustments to the estimated line-item costs above are expected. Adjustments may be made in line-items within the total, either increasing or decreasing line-items costs for redevelopment. Each individual project cost will be reevaluated in light of the projected private development and resulting tax revenues as it is considered for public financing under the provisions of the TIF Act. The totals of the line-items set forth above are not intended to place a total limit on the described expenditures, as the specific items listed above are not intended to preclude payment of other eligible redevelopment project costs in connection with the redevelopment of the RPA – provided the total amount of payment for eligible redevelopment project costs shall not exceed the overall Total Estimated TIF Budget amount outlined above and all as provided for in the TIF Act.
- (4) The Village may utilize incremental revenues from contiguous redevelopment project areas to pay for redevelopment project costs within the RPA, and conversely, transfer incremental revenues from the RPA to contiguous TIFs, as provided for in the TIF Act.

E. Sources of Funds to Pay Redevelopment Project Costs

Funds necessary to pay for public improvements and other project costs eligible under the TIF Act are to be derived principally from property tax increment revenues, and proceeds from municipal obligations, if any. Any such obligations would be retired primarily with tax increment revenues and interest earned on surplus revenue available, but not immediately needed, for the Redevelopment Plan. The Village may utilize incremental revenues from contiguous redevelopment project areas to pay for redevelopment project costs within the RPA, and conversely, transfer incremental revenues from the RPA to contiguous TIFs, as provided for in the TIF Act.

Any publicly funded “redevelopment project costs” as defined in the TIF Act are subject to (a) approval by the Village, (b) having specific cost categories as set forth in the TIF Act and (c) pursuant to the Village’s incentive policy.

The tax revenues which will be used to pay debt service on the municipal obligations, if any, and to directly pay redevelopment project costs, shall be derived from the incremental increase in property taxes attributable to the increase in the equalized assessed value of each taxable lot, block, tract or parcel of real property in the RPA over and above the initial equalized assessed value of each such lot, block, tract or parcel in the RPA in the 2023 tax year for the RPA.

Among the other sources of funds which may be used to pay for redevelopment project costs and debt service on municipal obligations issued to finance project costs are the following: certain local sales or utility taxes, special service area taxes, the proceeds of property sales, certain land lease payments, certain Motor Fuel Tax revenues, certain state and federal grants or loans, certain investment income, and such other sources of funds and revenues as the Village may from time to time deem appropriate.

F. Nature and Term of Obligations

The Village may issue obligations secured by the tax increment Special Tax Allocation Fund established for the Redevelopment Project Area pursuant to the Act or such other funds as are available to the Village by virtue of its powers pursuant to the Illinois State Statutes.

Any and/or all obligations issued by the Village pursuant to this Redevelopment Plan and the Act shall be retired not more than twenty-three years from the date of adoption of the ordinance approving the Redevelopment Project Area. The actual date for such retirement of obligations shall not be later than December 31 of the year in which the payment to the municipal treasurer, pursuant to the Act, is to be made with respect to ad valorem taxes levied in the 23rd calendar year, occurring after adoption of the ordinance which establishes the RPA.

The final maturity date of any obligations issued pursuant to the Act may not be later than twenty years from their respective date of issuance. One or more series of obligations may be issued from time to time in order to implement this Redevelopment Plan. The total principal and interest

payable in any year on all obligations shall not exceed the amount available in that year or projected to be available in that year, may be payable from tax increment revenues and from bond sinking funds, capitalized interest, debt service reserve funds, and all other sources of funds as may be provided by ordinance.

Those revenues not required for principal and interest payments, for required reserves, for bond sinking funds, for redevelopment project costs, for early retirement of outstanding securities, and to facilitate the economical issuance of additional bonds necessary to accomplish the Redevelopment Plan, may be declared surplus and shall then become available for distribution annually to taxing districts overlapping the RPA in the manner provided by the Act.

Such securities may be issued on either a taxable or tax-exempt basis, with either fixed rate or floating interest rates; with or without capitalized interest; with or without deferred principal retirement; with or without interest rate limits except as limited by law; and with or without redemption provisions, and on such other terms, all as the Village may determine.

G. Most Recent and Anticipated Equalized Assessed Value (EAV)

The most recent estimate of equalized assessed valuation (EAV) for tax year 2023 of the property within the RPA is approximately \$971,683. This is only an estimate and is to be certified by the County subsequent to adoption of the Village’s TIF ordinances.

Upon completion of the anticipated private development of the Redevelopment Project Area over a twenty-three-year period, it is estimated that the equalized assessed valuation of the property within the Redevelopment Project Area will range from approximately \$9,000,000 to \$12,000,000.

VIII. Scheduling of Redevelopment Project

A. Redevelopment Project

An implementation strategy will be employed with full consideration given to the availability of both public and private funding.

Redevelopment projects will begin as soon as the specific private entities have obtained financing approvals for appropriate projects and such uses are conformant with Village zoning and planning requirements.

Depending upon the scope of the development as well as the actual uses, those redevelopment activities described in Section VI may be included in each phase.

B. Commitment to Fair Employment Practices and Affirmative Action

As part of any Redevelopment Agreement entered into by the Village and any private developers, both parties will agree to establish and implement an honorable, progressive, and goal-oriented affirmative action program that serves appropriate sectors of the Village. The program will conform to the most recent Village policies and plans.

With respect to the public/private development’s internal operations, both entities will pursue employment practices which provide equal opportunity to all people regardless of sex, color, race or creed. Neither party will discriminate against any employee or applicant because of sex, marital status, national origin, age, or the presence of physical disabilities. These nondiscriminatory practices will apply to all areas of employment, including hiring, upgrading and promotions, terminations, compensation, benefit programs and education opportunities.

All those involved with employment activities will be responsible for conformance to this policy and the compliance requirements of applicable state and federal regulations.

The Village and private developers will adopt a policy of equal employment opportunity and will include or require the inclusion of this statement in all contracts and subcontracts at any level. Additionally, all entities will seek to ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which all employees are assigned to work. It shall be specifically ensured that all on-site supervisory personnel are aware of and carry out the obligation to maintain such a working environment.

Finally, the entities will utilize affirmative action to ensure that business opportunities are provided and that job applicants are employed and treated in a nondiscriminatory manner. Underlying this policy is the recognition by the entities that successful affirmative action programs are important to the continued growth and vitality of the community.

C. Completion of Redevelopment Project

This Redevelopment Plan will be completed within twenty-three years after the year of adoption of an ordinance designating the Redevelopment Project Area. The actual date for such completion shall not be later than December 31st of the year in which the payment to the municipal treasurer pursuant to the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year after the year that the ordinance approving the RPA is adopted.

IX. Provisions for Amending the Redevelopment Plan and Project

This Redevelopment Plan may be amended pursuant to the provisions of the TIF Act.

EXHIBIT 1
BOUNDARY MAP



CHRISTOPHER B. BURKE
 ENGINEERING, LTD.
 9575 West Higgins Road
 Suite 600, Rosemont, Illinois 60018
 (847) 823-0500

HARWOOD TOD TIF
 IN
 VILLAGE OF HOMEWOOD, ILLINOIS
 PREPARED FOR
 VILLAGE OF HOMEWOOD

CALC.	JFM	PROJECT NO.
DRAWN	AJK	240646
ENGR.	RJR	SHEET 1 OF 1
SCALE:	1"=250'	DRAWING NO.
DATES:	11-6-2024	TIF-240646D

S:\HOMWOOD\240646\SURVEY\TF240646B.SUR

EXHIBIT 2
LEGAL DESCRIPTION

Homewood Harwood TOD TIF 11062024

THAT PART OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF HARWOOD AVENUE AND THE SOUTHERLY RIGHT-OF-WAY LINE OF CHESTNUT ROAD;

THENCE SOUTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF HARWOOD AVENUE TO THE NORTHWEST CORNER OF LOT 3 IN BLOCK B IN THE VILLAGE OF HARTFORD SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 3, 1853 (ANTE FIRE) AS DOCUMENT NUMBER 45632;

THENCE SOUTHEASTERLY ALONG THE NORTH LINE OF SAID LOT 3 IN BLOCK B TO THE NORTHEAST CORNER THEREOF;

THENCE SOUTHWESTERLY ALONG THE EASTERLY LINE SAID LOT 3 TO THE SOUTHEAST CORNER THEREOF, SAID SOUTHEAST CORNER OF LOT 3 IN BLOCK B ALSO BEING THE NORTHWEST CORNER OF LOT 10 IN SAID BLOCK B;

THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 10 IN BLOCK B TO THE NORTHEAST CORNER THEREOF;

THENCE SOUTHWESTERLY ALONG THE EASTERLY LINE SAID LOT 10 IN BLOCK B TO A POINT ON THE SOUTH LINE OF THE NORTH 45 FEET OF SAID LOT 10 IN BLOCK B;

THENCE NORTHWESTERLY ALONG SAID SOUTH LINE OF THE NORTH 45 FEET OF LOT 10 IN BLOCK B TO A POINT ON THE WEST LINE OF THE EAST HALF OF LOT 10 IN BLOCK B;

THENCE SOUTHWESTERLY ALONG SAID WEST LINE OF THE EAST HALF OF LOT 10 IN BLOCK B TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF RIDGE ROAD;

THENCE NORTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF RIDGE ROAD AND THE NORTHWESTERLY EXTENSION THEREOF TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID HARWOOD AVENUE;

THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF HARWOOD AVENUE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH RIGHT-OF-WAY LINE OF PINE ROAD;

THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE NORTH RIGHT-OF-WAY LINE OF PINE ROAD TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EAST LINE OF THE WEST HALF OF THE WEST

120 FEET OF LOT 34 IN W.K. GORES SUBDIVISION, AS RECORDED NOVEMBER 19, 1907 AS DOCUMENT NUMBER 4127786;

THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION AND THE EAST LINE OF THE WEST HALF OF THE WEST 120 FEET OF LOT 34 TO A POINT ON THE NORTH LINE OF LOT A IN NEUEN'S RESUBDIVISION, AS RECORDED JANUARY 27, 1958 AS DOCUMENT NUMBER 17119380;

THENCE EAST ALONG THE NORTH LINE OF SAID LOT A TO THE NORTHEAST CORNER THEREOF;

THENCE SOUTH ALONG THE EAST LINE OF SAID LOT A AND THE EAST LINE OF LOT B IN SAID NEUEN'S RESUBDIVISION TO THE SOUTHEAST CORNER THEREOF, SAID SOUTHEAST CORNER ALSO BEING A POINT ON THE NORTH LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 31;

THENCE EAST ALONG SAID NORTH LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER TO A POINT ON THE EAST LINE OF A 20-FOOT-WIDE NORTH-SOUTH ALLEY, LYING WEST OF GOTTSCHALK AVENUE;

THENCE SOUTH ALONG SAID EAST LINE OF THE 20-FOOT-WIDE NORTH-SOUTH ALLEY TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 66 FEET OF THE NORTH 132 FEET OF LOT 9 IN COUNTY CLERK'S DIVISION, AS RECORDED SEPTEMBER 12, 1888 AS DOCUMENT NUMBER 1003436;

THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE NORTH LINE OF THE SOUTH 66 FEET OF THE NORTH 132 FEET OF LOT 9 TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF DIXIE HIGHWAY;

THENCE SOUTH ALONG SAID EAST RIGHT-OF-WAY LINE OF DIXIE HIGHWAY TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF SAID SOUTHERLY RIGHT-OF-WAY LINE OF CHESTNUT ROAD;

THENCE NORTHWESTERLY ALONG SAID EASTERLY EXTENSION AND THE SOUTHERLY RIGHT-OF-WAY LINE OF CHESTNUT ROAD TO THE POINT OF BEGINNING, ALL IN SAID COOK COUNTY, ILLINOIS.

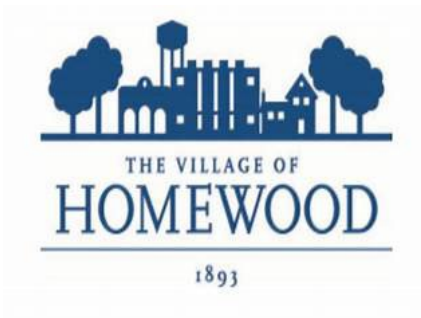
EXHIBIT 3
QUALIFICATION REPORT

**VILLAGE OF HOMEWOOD
TAX INCREMENT FINANCE (TIF) QUALIFICATION REPORT
PROPOSED HARWOOD TOD
REDEVELOPMENT PROJECT AREA**

A study to determine whether a portion of an area located in the Village of Homewood qualifies as a “conservation area” as set forth in the definitions in the Tax Increment Allocation Redevelopment Act, 65 ILCS Section 5/11-74.4-3, et seq., as amended.

Prepared For: Village of Homewood, Illinois

Prepared By: Ryan



February 2025

**VILLAGE OF HOMEWOOD
TIF QUALIFICATION REPORT
HARWOOD TOD TIF DISTRICT
REDEVELOPMENT PROJECT AREA**

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I. INTRODUCTION AND BACKGROUND

In considering the designation of the proposed Harwood TOD TIF District Redevelopment Project Area (“TIF District”), the Village of Homewood (the “Village”) has authorized this study of the area indicated in the map attached hereto as Appendix I (the “Study Area”) to determine whether it qualifies for consideration as a “redevelopment project area” (“TIF”) pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended (“TIF Act” or the “Act”). Ryan has agreed to undertake the study of the Study Area. The Study Area consists of thirty-four (34) tax parcels, (as described in Appendix II) comprised of approximately eleven (11.3) acres and eighteen (18) structures currently located in the existing Downtown TOD TIF District. These 34 parcels will be removed from the existing Downtown TOD TIF to create new Harwood TOD TIF District.

The proposed Harwood TOD TIF District was found qualify as a “conservation area” as defined in the TIF Act. Sixteen (16) of the eighteen (18) buildings within the Study Area, or eighty-nine percent (89%), are thirty-five (35) years in age or older, thus qualifying the Study Area as a “conservation area.” Additional qualifying factors in the Study Area include obsolescence, deterioration, excessive vacancies, lack of community planning, inadequate utilities, and lagging or declining EAV.

Village Objectives

The Village’s 1999 Comprehensive Plan (“The Plan”) notes that sustainable economic viability is a critical concern of residents, and that the Village needs to optimize land uses to maximize tax income from commercial and industrial uses. The Plan also recognizes that residential tax burdens can be mitigated by taxes brought to the Village by commercial and industrial land uses. Accordingly, the Plan includes, among others, the following objectives:

- Promote commercial development on vacant or under-utilized land parcels only where it will serve to strengthen existing commercial districts.
- Recruit additional appropriate retail and industrial development for designated vacant commercial and industrial areas

Source: Village of Homewood Comprehensive Plan (1999)

Given these Village objectives under its comprehensive planning process and the conditions briefly summarized above, the Village has made a determination that it is highly desirable to promote the immediate redevelopment of the proposed Harwood TODTIF District in response to currently proposed redevelopment activities. Toward this end, the Village intends to amend the existing Downtown TOD TIF District Redevelopment Project Area by removing 34 parcels create a new Harwood TOD TIF District with these 34 parcels to implement a new “redevelopment plan” as defined in the TIF Act (the “TIF Redevelopment Plan”) by undertaking certain redevelopment activities to accelerate an increase of the tax base for these parcels.

The Village has determined that redevelopment currently planned for the Study Area may only be feasible with public financial assistance coordinated with private sector investment. The Village intends to create and utilize this new TIF redevelopment plan for these parcels to help provide the assistance required to eliminate conditions detrimental to successful redevelopment of the area. The use of TIF relies upon induced private redevelopment in the area, thus creating higher real estate value that would otherwise decline or stagnate without such investment, leading to increased property taxes compared to the previous land use (or lack of use). In this way, the existing tax base for all tax districts is protected and a portion of future increased taxes are pledged to attract the needed private investment.

Because the Village will not consider the redevelopment of residential parcels that would dislocate 10 or more residential units within the proposed new TIF district, the Village will not conduct a housing impact study pursuant to the TIF Act.

II. QUALIFICATION CRITERIA USED

With the assistance of Village staff, Ryan examined the new proposed RPA from beginning in September, 2024 to the date of this report, and reviewed data collected for the area to determine the presence or absence of appropriate qualifying factors listed in the Act. Based upon Ryan’s evaluation of parcels in the proposed new TIF Project Area and analysis of each of the eligibility factors summarized in Section II, the following factors are presented to support qualification of the proposed new TIF District as a “conservation area.” These factors are found to be clearly present and reasonably distributed throughout the TIF Project Area, as required under the TIF Act. The factors are summarized in the table below.

Sub-Areas Within Proposed RPA	Maximum Possible Factors Per Statute	Minimum Factors Needed to Qualify Per Statute	Qualifying Factors Present in Proposed TIF Area
Conservation Area	13	3	<ul style="list-style-type: none"> • Deterioration • Obsolescence • Lag/Decline in EAV • Excessive Vacancies • Lack of Community Planning

The Act sets out specific procedures, which must be adhered to in designating a redevelopment project area. By definition, a “Redevelopment Project Area” is: “an area designated by the municipality, which is not less in the aggregate than 1 ½ acres and with respect to which the municipality has made a finding that there exist conditions which cause the area to be classified as a blighted area or a conservation area, or a combination of both blighted area and conservation area.”

Under the Act, “conservation area” is defined as “any improved area within the boundaries of a redevelopment project area located within the territorial limits of the municipality in which fifty percent (50%) or more of the structures in the area have an age of thirty-five (35) years or more. Such an area is not yet a blighted area, but because of a combination of three (3) or more of the following factors is detrimental to the public safety, health, morals or welfare and such an area may become a blighted area:

(A) Dilapidation: An advanced state of disrepair or neglect of necessary repairs to the primary structural components of building or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed.

(B) Obsolescence: The condition or process of falling into disuse. Structures become ill-suited for the original use.

(C) Deterioration: With respect to buildings, defects including, but not limited to major defects in the secondary building components such as doors, windows, porches, gutters and downspouts and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking and surface storage areas evidence deterioration, including, but limited to, surface cracking, crumbling, potholes, depressions, loose paving material and weeds protruding through paved surfaces.

(D) Presence of Structures Below Minimum Code Standards: All structures that do not meet the standards of zoning, subdivision, building, fire and other governmental codes applicable to property, but not including housing and property maintenance codes.

(E) Illegal Use of Individual Structures: The use of structures in violation of applicable federal, State, or local laws, exclusive of those applicable to the presence of structures below minimum code standards.

(F) Excessive Vacancies: The presence of buildings that are unoccupied or under-utilized and that represent an adverse influence on the area because of the frequency, extent or duration of the vacancies.

(G) Lack of Ventilation, Light, or Sanitary Facilities: The absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke or other noxious airborne materials. Inadequate natural light and ventilation means the absence of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refer to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.

(H) Inadequate Utilities: Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines and gas, telephone and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the redevelopment project area; (ii) deteriorated, antiquated, obsolete or in disrepair; or (iii) lacking within the redevelopment project area.

(I) Excessive Land Coverage and Overcrowding of Structures and Community Facilities: The over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as one exhibiting excessive land coverage are: (i) the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety and (ii) the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or

more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking or inadequate provision for loading service.

(J) Deleterious Land-Use or Layout: The existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses or uses considered to be noxious, offensive or unsuitable for the surrounding area.

(K) Environmental Clean-Up: The Proposed redevelopment project area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for the clean-up of hazardous waste, hazardous substances or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.

(L) Lack of Community Planning: The Proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan or that the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards or other evidence demonstrating an absence of effective community planning.

(M) Lagging or Declining EAV: The total equalized assessed value of the proposed redevelopment project area has declined for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years, for which information is available or increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated.

III. THE STUDY AREA

The Study Area consists of thirty-four (34) tax parcels including seventeen (17) commercial, retail, office, and institutional buildings and various site improvements. The Study Area is generally located in the downtown core of the Village and is generally bounded by Pine Road to the north, Ridge Road to the south, parcels fronting Dixie Highway to the east, and the Metra Electric and Amtrak rail lines to the west. Adjacent public rights-of-way are also included.

IV. METHODOLOGY OF EVALUATION

In evaluating the Study Area's potential qualification as a TIF District, the following methodology was utilized:

- 1) A site survey of the area was undertaken by representatives from Ryan.
- 2) Ryan completed an exterior evaluation of structures, as part of the review. Additionally, Ryan assessed 2018 through 2023 tax information from the Cook County Clerk's Office, Sidwell parcel tax maps, site data, local history (discussions with Village staff), and an evaluation of area-wide factors that have affected the area's development (e.g., lack of community planning). Ryan reviewed the area in its entirety. Village redevelopment goals and objectives for the area were also reviewed with Village staff. A photographic analysis of the area was conducted and was used to aid this evaluation.
- 3) Existing structures and site conditions were initially surveyed only in the context of checking, to the best and most reasonable extent available, TIF Act criteria factors of specific structures and site conditions on the parcels.
- 4) The area was examined to assess the applicability of the different factors, required for qualification for TIF designation under the TIF Act. Evaluation was made by reviewing the information and determining how each measured when evaluated against the relevant factors. The area was examined to determine the applicability of the thirteen (13) different "conservation area" factors for qualification for TIF designation under the TIF Act.

V. QUALIFICATION OF PROPOSED RPA/FINDINGS OF ELIGIBILITY

As a result of Ryan’s evaluation of the area included in the proposed TIF District and analysis of each of the eligibility factors summarized in Section II, the following factors are present to support qualification of the RPA as a “conservation area.”

A. Threshold Qualification

Age. Based upon site surveys and Cook County and Village data, 16 of the 18 structures in the improved portion of the RPA, or 89% were found to be thirty-five (35) years of age or older.

B. Other Conservation Area Factors (Must Include Three or More Additional Factors)

1. Lag or Decline in EAV:

The Act states that if the total equalized assessed value of the proposed redevelopment project area has declined for three (3) of the last five (5) calendar years, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years, or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years. The finding is based on the last 5 tax years for which information is available.

The total Equalized Assessed Value (“EAV”) of the RPA declined in three (3) of the past five (5) years. Additionally, the EAV of the RPA lagged behind the EAV of the Village as a whole in three (3) of the past five (5) years. Finally, the EAV of the RPA lagged behind the Consumer Price Index (“CPI”) for three (3) of the last five (5) years.

	2023	2022	2021	2020	2019	2018
RPA EAV	\$971,683	\$1,319,084	\$1,354,725	\$1,438,981	\$1,301,794	\$1,174,854
Percentage of Change	-26.34%	-2.63%	-5.86%	10.54%	10.80%	-
Village EAV	\$522,253,881	\$375,659,461	\$382,833,761	\$415,209,742	\$358,598,079	\$361,124,411
Less TIF RPA	\$521,282,198	\$374,340,377	\$381,479,036	\$413,770,761	\$357,296,285	\$359,949,557
	39.25%	-1.87%	-7.80%	15.81%	-0.74%	-
CPI	4.10%	8.0%	4.7%	1.2%	1.8%	-

Source: Cook County Clerk's Office and US Bureau of Labor Statistics

*Note: Eligible years are indicated by **bold underline**

2. Excessive Vacancies:

Pursuant to the Act, excessive vacancies are the presence of buildings that are unoccupied or under-utilized and that represent an adverse influence on the area because of the frequency, extent or duration of the vacancies.

Three (3) of the eighteen (18) structures in the Study Area are comprised of municipal or public recreational uses that don't lend themselves to evaluation of vacancies for this purpose. Of the remaining fourteen (14) structures non-public three (3) are completely vacant, and these three represent more than twenty-one percent (21.4%) of the structures in the Study Area.

The former St. Joseph Catholic School located at 17949 Dixie Highway, closed in June 2017, and so has been vacant for seven years. The twelve-unit Matrix Office Building located at 2052-2066 Ridge Road was 37% vacant when the Village acquired it in 2022 and became completely vacant in March 2023. In addition, the 17900 Dixie Highway office building, which contains nine (9) units, was also acquired by the Village in 2022 and became completely vacant in March 2023. Vacancies associated with these two office properties are consistent with of an overall trend toward increasing suburban office vacancies, and office vacancies, in general exacerbated by the pandemic.

All of these vacancies consist of prominent structures, highly visible in the Village's downtown core, and serve to contribute to a perception of declining economic viability within the improved portion of the Study Area.

3. Deterioration of Site Improvements and Structures

Pursuant to the Act, deterioration can be evidenced in major or secondary building defects. For example, such defects include, but are not limited to, deterioration of building components such as windows, porches, fascia, gutters and doors. In addition, deterioration can also be evidenced with respect to surface improvements in defects that include, but are not limited to, surface cracking, crumbling, potholes, depressions, loose paving material and protrusion of weeds through the paved surfaces of roadways, alleys, curbs, sidewalks, off-street parking and surface storage areas.

The RPA shows signs of deterioration in both site improvements and building structures.

Various degrees of deterioration were identified throughout the area, ranging from minor to extremely severe.

Surface Improvements:

Site improvements within the RPA were observed to possess the following signs of deterioration:

- Extensively cracked and crumbling/spalling asphalt pavement, along with potholes and other settlement in parking lot areas, driveways, and alleys requiring re-surfacing.
- Weed and vegetation growth in cracked pavement and/or loose pavement material in parking lot areas, driveways and alleys.
- Faded and cracked parking space striping and curb caution paint, needing new paint.
- Crumbling curbs and gutters throughout parking areas and approaches, requiring removal and replacement.
- Cracked public and private concrete service walks with weed growth.

Specific examples of deterioration to site improvements, among others, include the parking lot at 17911 Harwood Avenue, which showed signs of severe distress including crumbling asphalt and potholes throughout. Another example of deterioration is the parking lot at 2022 Elm Road, which suffer from cracks, loose pavement, and potholes. The parking lot between the Homewood Library and former St. Joseph's Catholic School also has cracks and weed growth throughout.

Building Improvements:

Building deterioration was found to consist of cracked or damaged exterior building surfaces including masonry facades in need of tuckpointing, faded and peeling trim paint, deteriorated windows or doors or window/door frames, rusted metal service doors, rusted metal fencing, and damaged gutters or downspouts, for example.

The most notable example of deterioration in building improvements is found at the office building located at 2052-2066 Ridge Road (18017 Harwood). A structural feasibility study conducted by IMEG in 2022 found that this building appears to not have been well maintained and is generally in below average condition and is showing its age. There are numerous locations around the building where the brick façade has fallen apart due to years of freeze and thaw cycles impacting water infiltration that was made possible by poor detailing in the original design. Our own field inspections found chipped and peeling paint at exterior walls, stained exterior stucco walls, cracks in concrete steps, and faded signage and canopy.

Examples of deterioration in building components were also found throughout the Study Area, and consisted of peeling or chipped paint on exterior building surfaces, deteriorating masonry walls, deteriorating or rusting exterior steps and or railing systems, rotting window frames or window frames needing paint, roof shingles lifting, deteriorated exterior wood panels, deteriorated eaves and gutters, faded outdoor signage, and rusted metal fencing, some or all of which were found in at least ten (10) of the eighteen (18) buildings within the Study Area. The observable deterioration of these improvements contributes to an adverse aesthetic impact on the area.

Deterioration of site improvements was found to also be relevant throughout the Study Area. Paved surface improvements, asphalt and concrete, at parking lots, driveway, alleys, and sidewalks were seen to suffer from alligator, cracking, spalling, settlement, potholes, asphalt needing sealing, faded surface striping and curb paint, and weed growth. These surface deteriorated conditions were observed in at least twenty (20) of the parcels in the Study Area.

4. Obsolescence:

Obsolescence is defined as the condition or process of falling into disuse. This can also be defined as a structure(s) that has become ill-suited for its original use.

Functional obsolescence can be present due to age, physical condition, poor layout and building orientation. Eleven (11) of the eighteen (18) non-public buildings in the Study Area were built between 1895 and 1958, making 61% of the structures in the Study Area between 66 to 159 years old. Advanced ages, along with their associated deterioration described previously, along with the outdated nature of some of their original intended uses, contribute to their obsolescence in comparison to contemporary construction and development standards.

A good example of functional obsolescence due to deterioration is seen in the aforementioned IMEG Structural Feasibility Study (2022) of the 61-year-old Matrix building. This study concluded that the building is beyond its useful life. The study notes “Matrix is two-story brick building, designed in a traditional 1960's office style. The building, while appropriate for the time that it was designed, is rather plain and not particularly inviting, due to the fact that it has not been well maintained and is showing its age.” The study also determined that “This building has suffered the same fate of many buildings from this era, which is a 1980's or so remodeling that is rarely successful.” Accordingly, this building’s interior was demolished in 2022 pursuant to Village staff plans to add additional floors to this two-story structure. According to the IMEG Study, the building had an outdated unreinforced masonry system, as well as the inadequate capacity of interior columns and footings which would have made the construction of additional floors functionally impossible. The study also found that “Cracked brick walls, a variety of interior finishes, and non-accessible entrances, along with mansard roofs and simulated stucco over brick contribute to a tired appearing building.”

This functional obsolescence can also contribute to economic obsolescence in the Study Area. Evidence of economic obsolescence in the Study Area can be observed in the underutilization of complete vacancies of certain buildings within the Study Area. As mentioned previously, three of the fourteen non-public structures in the Study Area are completely vacant. These consist of the former St. Joseph Catholic School which has been vacant for more than seven years, and the two office properties at 2052-2066 Ridge Road and 17900 Dixie Highway, which have been vacant since March 2023.

5. Lack of Community Planning:

Under the Act, “Lack of Community Planning” refers to “the proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan or that the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards, or other evidence demonstrating an absence of effective community planning”.

The Village’s first comprehensive plan was adopted in 1958. It was subsequently updated in 1976 and again in 1986. According to the Village’s most recent Comprehensive Plan (1999), the 1986 comprehensive plan “had been the basis for most decisions concerning future development within the Village”. In 1999 the Village updated its 1986 comprehensive plan due to “the need to reactivate future planning and implementation of strategic investments in infrastructure and community services to meet the demands of current and future residents in the Village” and “the need to establish a rational strategy to ensure the long-term future economic vitality of the Village.”

The Downtown TOD Plan (2023) states that, “Given the presence of some of the original building stock from Homewood’s 1920 development boom, the downtown character has a notably vintage and traditional feel.” Indeed, twenty-four (24) of the thirty-four (34) parcels within the Study Area, or 70%, were developed before the adoption of the Village’s first comprehensive plan in 1958. In addition, eleven (11) of the eighteen (18) structures within the Study Area, or 61%, were built before the adoption of the 1958 comprehensive plan. Therefore, a significant portion of the Study Area was developed without the guidance of a comprehensive plan.

Evidence of a lack of community planning can be found in some examples of incompatible land uses. For example, the Village Hall property includes a municipal water tower in the middle of Homewood’s downtown, a use that detracts from the downtown area and is far better suited to a more remote location. Incompatible land uses can also be found where a commercial HVAC business use is combined with an attorney’s office.

Additional evidence of a lack of community planning consists of several non-conforming uses within the Study Area. Dan’s Classics auto repair shop and Camm’s Automotive Repair on Dixie Highway are both zoned as B-1 (“Downtown Core”), but used as “Motor Vehicle Service”, a use that is not permitted under the B-1 zoning classification. Homewood’s B-1 Downtown Core zoning district is a six block area that focus on creating destinations for retail, dining, and entertainment, uses that are not compatible with auto repair facilities. In addition, St. John Neumann Church on Dixie Highway and the Cancer Support Center on Elm Road are both currently zoned as B-2 (“Downtown Transition”), but are used as “Non-Commercial Place of Assembly” which is also not permitted under the B-2 zoning classification.

Further evidence of improper subdivision is the ubiquitous and sporadic configuration of surface parking lots throughout the Study Area. Almost 25% of the parcels in the Study Area consist of paved parking lots scattered throughout. The Village's 2023 "Downtown Transit Oriented Development Plan" notes that "The Village has eight public parking lots, over 200 on-street public parking spaces, and over 30 private parking lots within the plan area." This plan's "Existing Conditions Memo" observes that "There is significant land dedicated to downtown parking, however, much of the parking is fragmented." In addition, according to this same plan, "Homewood's 2018 parking study analyzed all parking including public lots, street parking and private parking lots in downtown. The study identified many on-street parking segments had 30% occupancy. The general target for on-street occupancy is 85% to ensure that some spaces are available consistently." This plan calls for the Village to "work to minimize the sprawl effect of surface parking lots downtown," and says the Village should "Concentrate and consolidate parking in centralized areas, " and that strategically allocating existing parking where visitors, shoppers, and residents will look to park, underused parking spaces can be repurposed for new development opportunities. This fragmentation of surface parking lots and underutilization of on-street parking is additional evidence of a lack of community planning,"

The Downtown TOD Plan (2023) also highlights a number of traffic flow and transit related issues that should be targeted for improvement. Inadequate street layout can be seen at the library entrance at Elm Road and Dixie Highway. The Village's 2023 "Downtown Transit Oriented Development Plan – Existing Conditions Memo" calls for realignment of the entrances and curb cuts to reduce turning conflicts with cars. In addition, according to the Village's Downtown TOD Plan (2023), "The rail viaducts located in the plan area on 183rd Street and Dixie Highway are challenging areas for residents and visitors to navigate."

These include the need to enhance access to the downtown via the Viaducts on Dixie Highway and 183rd Street, These issues are further evidence of the Study Area developing without the guidance of modern planning standards.

VI. SUMMARY OF FINDINGS AND OVERALL ASSESSMENT OF QUALIFICATION

The following is a summary of relevant qualification findings as it relates to a proposed designation of the Study Area by the Village as a TIF District:

1. The area is contiguous and is greater than 1½ acres in size;
2. The RPA qualifies as a “conservation area”. Summaries of the qualification findings are outlined in Section V.
3. All property in the area would substantially benefit from the proposed redevelopment project improvements;
4. The sound growth of taxing districts applicable to the area, including the Village, has been impaired by the factors found present in the area; and
5. The area would not be subject to redevelopment without the investment of public funds, including property tax increments.

Conclusion

Based upon Ryan’s evaluation of parcels in the proposed TIF Project Area and analysis of each of the eligibility factors summarized in Section II, Ryan finds that sufficient factors are present to support qualification of the proposed TIF District as a “conservation area.” These factors are found to be clearly present and reasonably distributed throughout the TIF Project Area. In the judgement of Ryan, these findings provide the Village with sufficient justification to consider a formal process for adopting the RPA as the Harwood TOD TIF District.

The area has not benefited from coordinated planning efforts by either the public or private sectors. There is a need to focus redevelopment efforts relating to business attraction as well as the coordination of redevelopment efforts for modern mixed-use redevelopment. These efforts will be important to the area’s improvement and increase in tax base.

The eligibility findings indicate that the area is in need of revitalization and guided growth to ensure that it will contribute to the long-term physical, economic, and social well-being of the Village. Factors indicate the area has not been subject to sound growth and development through investment by private enterprise and is not likely to be developed but for the assistance of TIF.

APPENDIX I
TIF DISTRICT BOUNDARY MAP



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HARWOOD TOD TIF
 IN
 VILLAGE OF HOMEWOOD, ILLINOIS
 PREPARED FOR
 VILLAGE OF HOMEWOOD

CALC.	JRM	PROJECT NO.
CHKD.	AJR	240646
DATE	11-6-2024	SHEET 1 OF 1
SCALE	1"=250'	DATE
DATE	11-6-2024	PROJECT NO.
		240646

APPENDIX II

TAX PARCELS

29-31-305-012-0000
29-31-307-015-0000
29-31-307-005-0000
29-31-307-004-0000
29-31-307-003-0000
29-31-303-009-0000
29-31-303-013-0000
29-31-303-018-0000
29-31-303-003-0000
29-31-305-016-0000
29-31-305-018-0000
29-31-305-007-0000
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EXHIBIT 4
CURRENT LAND USE MAP

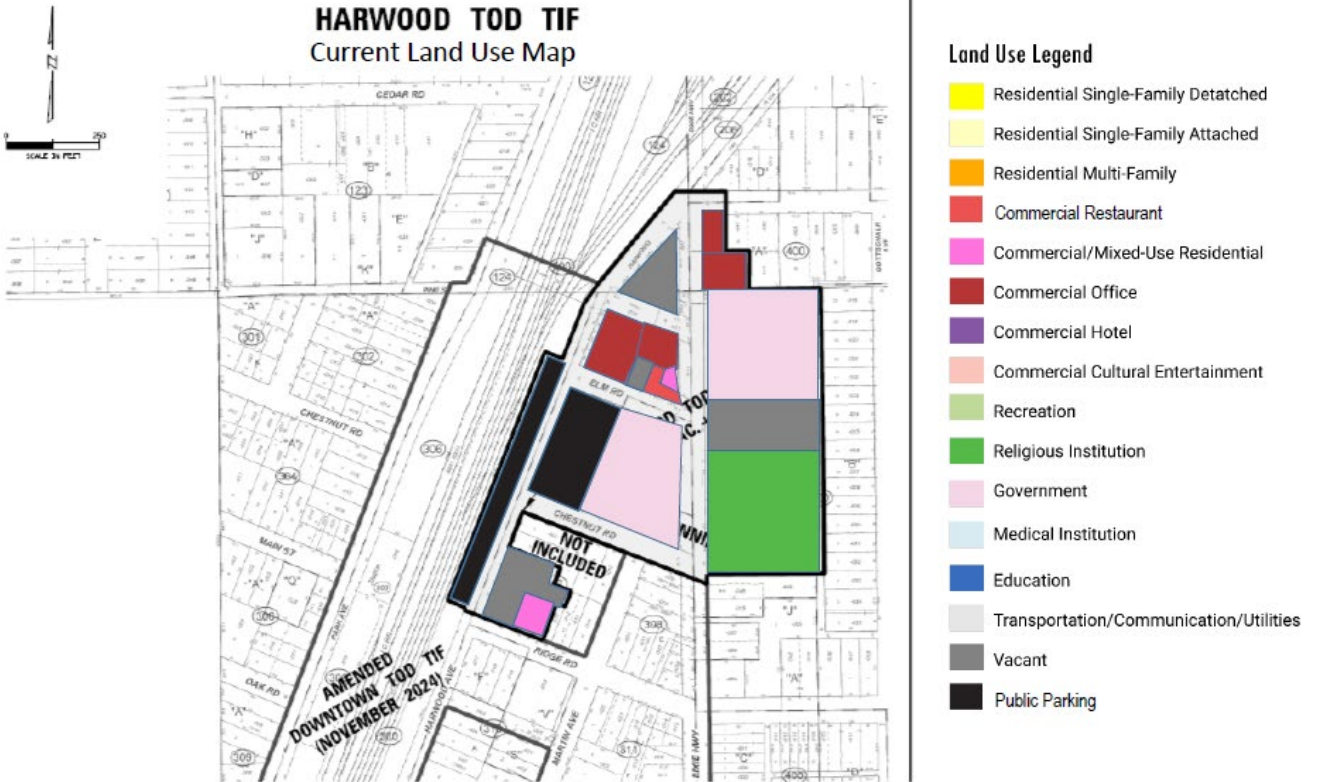
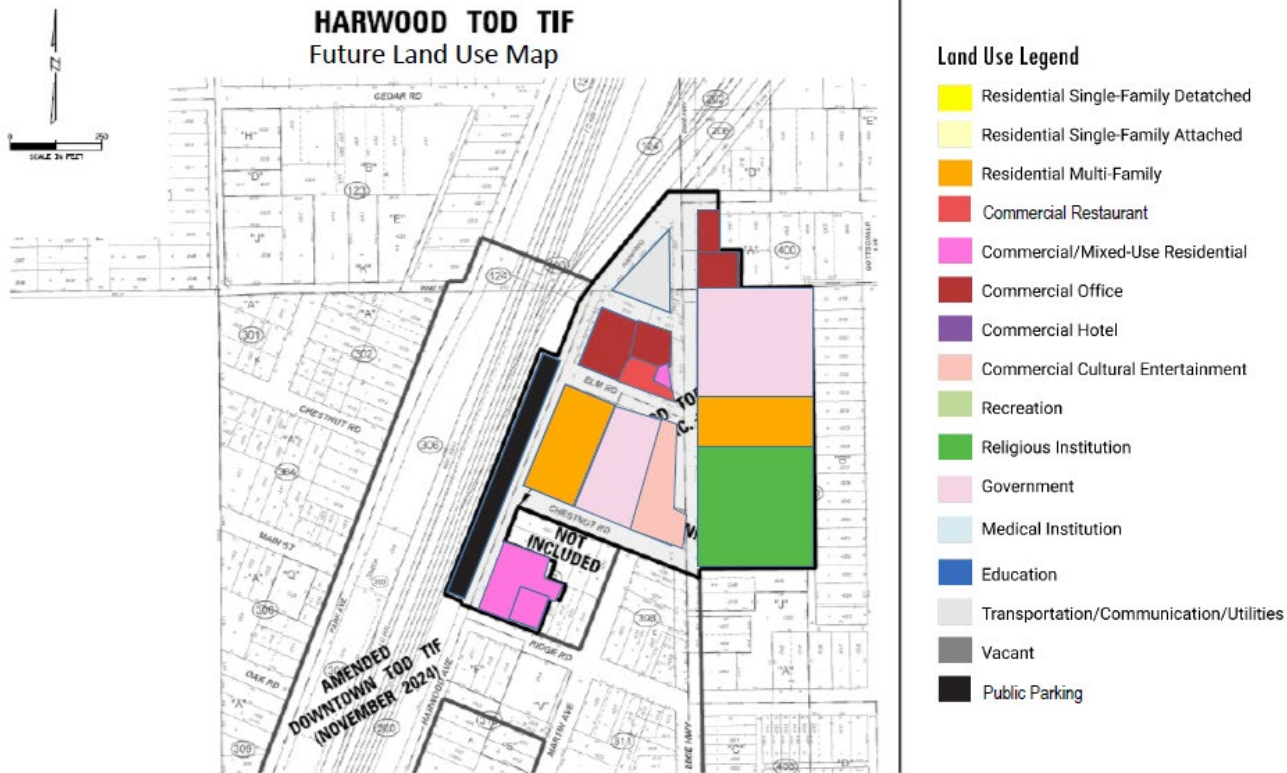


EXHIBIT 5
PROPOSED LAND USE MAP





BOARD AGENDA MEMORANDUM

DATE OF MEETING: December 10, 2024

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Amy Zukowski, Director of Finance

Topic: Southgate (187th Street/Dixie Highway) TIF Termination

PURPOSE

Tax Increment Financing (TIF) is the most powerful economic development tool available to municipalities in Illinois. TIF is used to revitalize blighted and under-performing areas in communities. This tool allows local governments to make the improvements needed in the area, such as new or improved roads or sewers and to provide incentives to attract new businesses or help existing businesses remain and expand. TIF does this without tapping into general municipal revenues or raising taxes. Homewood currently has seven (7) active TIF districts.

The 187th Street/Dixie Highway TIF, frequently referred to as the Southgate TIF, expired on December 31, 2023. The year 2024 was the 23rd levy year in which incremental property taxes were collected. The Board of Trustees is now required to approve an ordinance terminating the 187th Street/Dixie Highway Redevelopment Project area. The ordinance terminates the TIF District and confirms our recent notification to Cook County of this intention for taxing purposes.

PROCESS

Homewood's Southgate TIF was established on October 10, 2000 and expired on December 31, 2023. There have been several public infrastructure improvements over the life of the TIF including landscape and streetscape improvements, street lighting along Dixie Highway, and improvements to the public parking lot located on Terrace Road.

In addition, many businesses, such as those listed below, have benefited from the Southgate TIF increment over the last 23 years.

Maple Tree Inn, 18849 Dixie Highway - Maple Tree Inn relocated their business to Homewood in 2020. With the use of TIF funds, Maple Tree was able to substantially remodel and reopen the vacant restaurant 18849 Dixie Highway.

Cilantro, 18755 Dixie Highway - Cilantro received TIF incentives to improve the patio area with a roofed structure and front wall.



EMA Building Corp. received funds for flooring, doors, and signage to improve their property at 18676 Dixie Highway.

The businesses located at 18825-18831 Dixie Highway received TIF funds to assist with the parking lot due to the poor condition of the soil and the need for extensive reconstruction.

OUTCOME

With the termination of the 187th Street/Dixie Highway Redevelopment Project area, TIF funds will no longer be available to grant incentives for businesses to improve their property nor will TIF funds be available for public improvements. The Village will see an increase in property tax revenue back to the General Fund as a result of the properties in the TIF district returning to the tax rolls.

FINANCIAL IMPACT

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

LEGAL REVIEW

Complete

RECOMMENDED BOARD ACTION

Approve an ordinance terminating the 187th Street/Dixie Highway Redevelopment Project area.

ATTACHMENT(S)

- Legal Description
- Map of Southgate TIF
- Ordinance

ORDINANCE NO. M-2325

**AN ORDINANCE TERMINATING THE 187TH STREET/DIXIE
HIGHWAY REDEVELOPMENT PROJECT AREA OF THE
VILLAGE OF HOMEWOOD, COOK COUNTY, ILLINOIS**

WHEREAS, on October 10, 2000, the Corporate Authorities of the Village of Homewood created the 187th Street/Dixie Highway Redevelopment Project Area by adopting the following ordinances: Ordinance No. M-1456 approving a Redevelopment Plan and Redevelopment Project for the Village of Homewood, Cook County, Illinois; Ordinance No. M-1457 designating the Area as a redevelopment project area, and Ordinance No. M-1458 adopting tax increment allocation financing for the Area; and

On October 14, 2003, the Corporate Authorities adopted Ordinance M-1560 amending the Redevelopment Plan to remove parcels from the Redevelopment Project Area; and

On November 9, 2010, the Corporate Authorities adopted Ordinance M-1820 amending the Redevelopment Plan and Project Area to include additional parcels in the Redevelopment Project Area.

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

Section One - Termination of Redevelopment Project Area:

The Village hereby terminates the 187th Street/Dixie Highway Redevelopment Project Area as a "Redevelopment Project Area" under the Act, effective December 31, 2024 at 11:59 p.m.

Section Two - Ordinance to be Filed:

The Village Attorney shall immediately file a certified copy of this Ordinance with the Cook County Clerk's Office.

Section Three - Effective Date:

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

PASSED and APPROVED this 10th day of December, 2024.

Village President

Village Clerk

AYES _____ NAYS _____ ABSENT _____ ABSTAIN: _____

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 Ordinance M-_____ entitled **“An Ordinance Terminating the 187th Street/Dixie Highway Redevelopment Project Area of the Village of Homewood, Cook County, Illinois”** as adopted by the President and Board of Trustees of the Village of Homewood at a duly-noticed regular meeting held on December 10, 2024 and as signed by the President of said Village on December ___, 2024, all as appears from the official records of said Village in my care and custody.

In witness whereof, I have affixed my official signature and the corporate seal of the Village of Homewood, Cook County, Illinois on December ___, 2024.

Village Clerk

[SEAL]

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT A

Legal Description

REDEVELOPMENT PROJECT AREA LEGAL DESCRIPTION

All of that part of Section 6, Township 35 North, Range 14 East of the Third Principal Meridian described as follows: Commencing at the southwest corner of Lot 1 in Ingalls Health Ventures Subdivision, recorded as document 0020285047, said point being the Point of Beginning; thence East along the south line of Ingalls Health Ventures Subdivision, aforesaid, extended east to a point on the east line of Dixie Highway, said point being on the west line of Block 12 in Southgate, a subdivision recorded as document 10738197; thence South along the east line of Dixie Highway, aforesaid, to the north line of 186th Street, thence East along the north line of 186th Street, aforesaid, to the point of intersection with the northerly extension of the east line of a 20 feet alley in Block 1 in Southgate, aforesaid; thence South along the northerly extension of the east line of a 20 foot alley in Block 1 in Southgate, aforesaid, to the north line of 187th Street; thence East along the north line of 187th Street, aforesaid, to the northerly extension of the west line of Lot 1 in O. Rueter and Co's Idlewood Terrace, recorded as document 7103704; thence South along the northerly extension of the west line of Lot 1 aforesaid, to the southwest corner of Lot 1, aforesaid; thence East along the south line of Lot 1, aforesaid, to the southeast corner of said Lot 1, said point being the northeast corner of Lot 38 in O. Rueter and Co's Idlewood Terrace, aforesaid; thence South along the east line of Lot 38, aforesaid, extended south to the south line of 188th Street; thence West along the south line of 188th Street, aforesaid, to the northwest corner of Lot 39 in O. Rueter and Co's Idlewood Terrace, aforesaid; thence South along the west line of Lot 39 aforesaid, to the southwest corner of Lot 39, aforesaid; thence East along the south line of Lot 39, aforesaid, extended east to the northeast corner of Lot 77 in O. Rueter and Co's Idlewood Terrace, aforesaid; thence South along the east line of Lot 77, aforesaid, to the southeast corner of Lot 77 aforesaid, said point being also the northeast corner of Lot 3 in Solomon Resubdivision of Lot 76 in O. Rueter and Co's Idlewood Terrace, recorded as document 16492624; thence West along the north line of said Lot 3, aforesaid, extended west to the northeast corner of Lot 1 in Solomon Resubdivision, aforesaid; thence South along the east line of Lot 1, aforesaid, extended south to intersection with the south line of the North Half of the Southeast Quarter of Section 6, Township 35 North, Range 14 East of the Third Principal Meridian; thence West on the south line of the North Half of the Southeast Quarter of Section 6, aforesaid, extended west to the west line of Dixie Highway; thence North on the west line of Dixie Highway to the intersection with the South line of the East Half of the Northwest Quarter of Section 6, Township 35 North, Range 14 East of the Third Principal Meridian; thence west on the south line of the East Half of the Northwest Quarter of Section 6, aforesaid, to the point of intersection with the southerly extension of the east line of Block 1 in 2nd Addition to Downey Manor, recorded as document 14930238; thence North on the southerly extension of the east line of Block 1, aforesaid, to the Point of Beginning, all in Cook County, Illinois.

Southgate TIF District



- Northernmost boundary terminates at southern boundary of Therapy Providers South building (18636 Dixie Hwy) and southern boundary of Faith Lutheran Church property (18645 Dixie Hwy).
- Eastern boundary formed by alley behind property on east side of 18600 and 18700 blocks of Dixie Highway, public parking lot at 18811 Dixie, and other properties along eastern side of Dixie Highway on 18800 block of Dixie Highway north of Idlewild Lane (Maple Tree Inn, Pro-Scissors Barber, AJ Blooms) .
- Southern boundary terminates at Village limits at Idlewild Lane.
- Western boundary formed by Village limits, western boundary behind property on west side of 18600 block of Dixie Highway.



BOARD AGENDA MEMORANDUM

DATE OF MEETING: December 10, 2024

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Angela Mesaros, Director of Economic and Community Development

Topic: Ordinance Proposing Designation of North Halsted Street TIF District

PURPOSE

The Village has engaged Ryan LLC (formerly Kane, McKenna, and Associates, Inc.) to establish a new tax increment financing (TIF) district – the North Halsted TIF District for the properties on the west side of Halsted Street, south of 175th Street, including the former Walmart property.

The TIF Act requires that the Municipality convene a joint review board and conduct a public hearing before the adoption of a redevelopment plan and project, designating the redevelopment project area, and adopting tax increment allocation financing. Any interested person or affected taxing district may file written objections and may be heard regarding the Redevelopment Plan and Project.

The Joint Review Board meeting is scheduled for January 6, 2025, at 2:00 p.m. and the public hearing is scheduled for February 11, 2025, at 7:00 p.m. at the Homewood Village Hall.

PROCESS

In early 2023, Walmart announced closing its Homewood store at 17550 Halsted Street. The Village has been working with a developer and potential tenants to reoccupy the former Walmart building and gas station. On July 9, 2024, the Village approved a contract with Ryan LLC to establish a new TIF for the former Walmart. In October 2024, the Village approved a contract that expanded the map boundaries for the TIF. The TIF district includes several properties that need major updates, including dilapidated commercial and office buildings at Halsted Street and Ridge Road, an aged mobile home park dating back to the 1940s, and buildings with vacancies and code violations.

Ryan LLC has conducted an eligibility survey of the Redevelopment Project Area and has prepared its report that states that the proposed area qualifies as a “redevelopment project area” as defined in the TIF Act. On November 26, 2024, the Village Board passed a resolution announcing the availability of the TIF eligibility report and redevelopment plan. The survey and findings are on file and available for the public to view at the Village Hall as required under the TIF Act.



OUTCOME

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

FINANCIAL IMPACT

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

LEGAL REVIEW

Completed

RECOMMENDED BOARD ACTION

Approve an ordinance convening a joint review board and calling a public hearing for the proposed North Halsted TIF Redevelopment Project Area Plan, the designation of the North Halsted TIF Redevelopment Project Area, and the adoption of tax increment allocation funding.

ATTACHMENT(S)

Ordinance

ORDINANCE M-2326

AN ORDINANCE of the Village of Homewood, Cook County, Illinois, proposing the designation of a Redevelopment Plan and Project for the designation of the North Halsted TIF Redevelopment Project Area Plan, the designation of the North Halsted TIF Redevelopment Project Area, and the adoption of tax increment allocation financing therefor, convening a joint review board and calling a public hearing in connection therewith.

Whereas, under the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4 *et seq.*), as supplemented and amended (the “TIF Act”), the President and Board of Trustees (the “Corporate Authorities”) of the Village of Homewood, Cook County, Illinois (the “Municipality”), have heretofore determined and do determine that it is advisable and in the best interests of the Municipality and certain affected taxing districts that the Municipality designate a proposed redevelopment plan (the “Redevelopment Plan”) and project (the “Project”) for and designate the redevelopment project area known as the North Halsted TIF Redevelopment Project Area (the “Redevelopment Project Area”) as further described in EXHIBIT A attached and that the Municipality adopt tax increment allocation financing for the Redevelopment Project Area; and

Whereas, under Section 11-74.4-4.2 of the TIF Act, the Municipality must create an interested parties registry for activities related to the Redevelopment Project Area, adopt reasonable registration rules, and prescribe requisite registration forms for residents and organizations active within the Municipality that seek to be placed on said interested parties registry, and the Corporate Authorities have heretofore, and it hereby expressly is, determined that the Municipality has created such registry, adopted such registration

rules and prescribed such requisite registration forms and gave public notice thereof, on October 28, 2008 by passage of Ordinance M-1767; and

Whereas, the TIF Act requires the Municipality also to convene a joint review board and conduct a public hearing before the adoption of ordinances designating a redevelopment plan and project, designating the redevelopment project area, and adopting tax increment allocation financing therefor, at which public hearing any interested person or affected taxing district may file with the Village Clerk written objections to and may be heard orally regarding the Redevelopment Plan and Project; and

Whereas, the TIF Act further requires that such joint review board consist of a representative selected by each community college district, local elementary school district and high school district or each local community unit school district, park district, library district, township, fire protection district and county having authority to directly levy taxes on the property within the Redevelopment Project Area when the Redevelopment Project Area is approved, a representative selected by the Municipality, and a public member, to consider the subject of the public hearing; and

Whereas, the TIF Act further requires that the time and place of such public hearing be fixed by ordinance or resolution adopted by the Corporate Authorities; and

Whereas, the TIF Act further requires that not less than 10 days before adopting such ordinance or resolution fixing the time and place of a public hearing, the Municipality must make available for public inspection the redevelopment plan or a separate report that provides in reasonable detail the basis for the proposed designation of the Redevelopment Project Area's qualifying as a "redevelopment project area" under the Act; and

Whereas, the firm of Ryan LLC has conducted an eligibility survey of the Redevelopment Project Area and has prepared its report (the “*Report*”) concluding that the proposed area qualifies as a “redevelopment project area” as defined in the TIF Act, which survey and findings have been presented to the Corporate Authorities and are now on file in the official files and records of the Municipality; and

Whereas, the Report has heretofore been on file and available for public inspection for at least 10 days in the offices of the Village Clerk as required under the TIF Act; and

Whereas, the TIF Act requires that notice of the public hearing be given by publication and mailing; and

Whereas, the Corporate Authorities have determined that it is advisable to convene a joint review board and hold a public hearing to consider the proposed approval of the proposed Plan and Project; and

Whereas, the Corporate Authorities have determined that the Redevelopment Plan and Project will not displace residents from 10 or more inhabited residential units.

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

Section 1. Redevelopment Plan and Project. Approval of the Redevelopment Plan and Project, the Redevelopment Project Area, and the adoption of tax increment allocation financing therefor is proposed.

Section 2. Interested Persons Registry Created. On October 28, 2008 by Ordinance M-1767 the Village Board directed that an interested persons registry (the “*Registry*”) be established for every existing or future Redevelopment Project Area within the Village. The Village Clerk is authorized and directed to maintain the Registry for the North Halsted TIF Redevelopment Project Area.

Section 3. Registration Rules and Forms. The registration rules for the Registry have been approved by the Village in Ordinance M-1767 and are available from the Village Clerk.

Section 4. Joint Review Board Convened. A joint review board as set forth in the TIF Act is convened and the board shall meet, review such documents, and issue such report as set forth in the TIF Act. The first meeting of the joint review board shall be held at **2:00 p.m. on January 6, 2025**, at the Homewood Village Hall, 2020 Chestnut Rd., Homewood, Illinois. The Municipality expressly finds and determines that said date is at least 14 days but not more than 28 days after the notice to affected taxing districts authorized in Section 7 of this ordinance will be mailed.

Section 5. Time and Place of Public Hearing Fixed. A public hearing (the "Hearing") shall be held by the President and the Board of Trustees of the Municipality at **7:00 p.m. on February 11, 2025**, at the Homewood Village Hall, 2020 Chestnut Rd., Homewood, Illinois, to hear from any interested persons or affected taxing districts regarding the proposed designation of the Redevelopment Plan and Project, designation of the Redevelopment Project Area, and adoption of tax increment allocation financing therefor.

Section 6. Publication of Notice of Hearing. Notice of the Hearing, substantially in the form attached as Exhibit B, shall be published at least twice, the first publication to be not more than 30 nor less than 10 days before the Hearing, in a newspaper of general circulation within the taxing districts having property in the proposed Redevelopment Project Area.

Section 7. Mailing of Notice of Hearing Authorized. (a) Notice shall be mailed by certified mail not less than 10 days before the date set for the Hearing, addressed to the person or persons in whose name the general taxes for the last preceding year were paid

on each lot, block, tract or parcel of land lying within the Redevelopment Project Area. If taxes for the last preceding year were not paid, the notice shall also be sent to the persons last listed on the tax rolls within the preceding three years as the taxpayers of such property. Notice shall also be given within a reasonable time after the adoption of this ordinance by first class mail to all residential addresses located outside the proposed Redevelopment Project Area and within 750 feet of the boundaries of the proposed Redevelopment Project Area and to those organizations and residents that have registered with the Municipality for that information under the registration guidelines herein established by the Municipality. Notice shall also be given by Certified Mail to all taxing districts of which taxable property is included in the proposed Redevelopment Project Area and to the Illinois Department of Commerce and Economic Opportunity not less than 45 days before the Hearing, and such notice (i) shall advise the taxing bodies represented on the joint review board of the time and place of the first meeting of the joint review board and (ii) shall also include an invitation to each taxing district and the Illinois Department of Commerce and Economic Opportunity to submit written comments before the date of the Hearing to the Village, to the attention of the Village Clerk, Village Hall, 2020 Chestnut Road, Homewood, Illinois 60430-1702 about the subject matter of the Hearing. Each such mailed notice to the taxing districts shall include a copy of the Report, the name of an appropriate person to contact for additional information, and a copy of the proposed Redevelopment Plan.

Section 8. Superseder; Effective Date. All ordinances, resolutions, motions or orders in conflict with the Ordinance are, to the extent of such conflict, repealed. This Ordinance shall become effective upon its adoption.

PASSED this 10th day of December 2024.

Village President

ATTEST:

Village Clerk

EXHIBIT A**LEGAL DESCRIPTION OF NORTH HALSTED TIF REDEVELOPMENT PROJECT AREA**

THAT PART OF SECTION 32 AND THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 IN MIDWEST SUBDIVISION 1ST ADDITION AS RECORDED NOVEMBER 16, 1981 AS DOCUMENT NUMBER 26059470;

THENCE NORTH ALONG THE EAST LINE OF SAID LOT 1 IN MIDWEST SUBDIVISION 1ST ADDITION TO THE NORTHEAST CORNER THEREOF, SAID NORTHEAST CORNER ALSO BEING THE SOUTHEAST CORNER OF LOT 1 IN MIDWEST SUBDIVISION AS RECORDED JULY 14, 1980 AS DOCUMENT NUMBER 25514043;

THENCE NORTH ALONG THE EAST LINE OF SAID LOT 1 IN MIDWEST SUBDIVISION TO THE NORTHEAST CORNER THEREOF, SAID NORTHEAST CORNER ALSO BEING A POINT ON THE SOUTH LINE OF HOMEWOOD DISPOSAL RESUBDIVISION AS RECORDED MAY 24, 2004 AS DOCUMENT NUMBER 0414503004;

THENCE EAST ALONG SAID SOUTH LINE OF HOMEWOOD DISPOSAL RESUBDIVISION TO THE SOUTHEAST CORNER THEREOF, SAID SOUTHEAST CORNER ALSO BEING THE SOUTHWEST CORNER OF LOT 3 IN BLOCK 4 IN PRAIRIE LAKES BUSINESS CENTER AS RECORDED DECEMBER 5, 1996 AS DOCUMENT NUMBER 96920710;

THENCE EASTERLY ALONG THE SOUTH LINE OF SAID BLOCK 4 TO THE SOUTHEAST CORNER OF OUTLOT D IN SAID PRAIRIE LAKES BUSINESS CENTER, SAID SOUTHEAST CORNER OF OUTLOT D ALSO BEING THE SOUTHWEST CORNER OF LOT 1 IN INDUSTRIAL SUBDIVISION UNIT 2 AS RECORDED APRIL 28, 1982 AS DOCUMENT NUMBER 26214942;

THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 1 IN INDUSTRIAL SUBDIVISION UNIT 2 AND ALONG THE EASTERLY PROLONGATION THEREOF TO THE SOUTHWEST CORNER OF LOT 1 IN INDUSTRIAL SUBDIVISION UNIT 1 AS RECORDED APRIL 28, 1982 AS DOCUMENT NUMBER 26214941;

THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 1 IN INDUSTRIAL SUBDIVISION UNIT 1 AND THE EASTERLY PROLONGATION THEREOF TO THE SOUTHEAST CORNER OF LOT 6 IN SAID INDUSTRIAL SUBDIVISION UNIT 1 SUBDIVISION,

SAID SOUTHEAST CORNER ALSO BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF HOFFMAN WAY;

THENCE EASTERLY ON A STRAIGHT LINE TO THE SOUTHWEST CORNER OF LOT 1 IN AMERICAN TECHNICAL PUBLISHER'S SUBDIVISION AS RECORDED MAY 29, 1985 AS DOCUMENT NUMBER 85038243, SAID SOUTHWEST CORNER ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF HOFFMAN WAY;

THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 1 IN AMERICAN TECHNICAL PUBLISHER'S SUBDIVISION TO THE SOUTHEAST CORNER THEREOF, SAID SOUTHEAST CORNER ALSO BEING THE

SOUTHWEST CORNER OF LOT 1 IN SIMBORG SUBDIVISION AS RECORDED AUGUST 29, 1986 AS DOCUMENT NUMBER 86383195;

THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 1 IN SIMBORG SUBDIVISION TO THE SOUTHEAST CORNER THEREOF, SAID SOUTHEAST CORNER ALSO BEING THE SOUTHWEST CORNER OF LOT 1 IN SIMBORG SUBDIVISION 1ST ADDITION AS RECORDED OCTOBER 22, 1988 AS DOCUMENT NUMBER 88491036;

THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 1 IN SIMBORG SUBDIVISION 1ST ADDITION TO THE SOUTHEAST CORNER THEREOF, SAID SOUTHEAST CORNER ALSO BEING THE SOUTHWEST CORNER OF LOT 1 IN PROVIDENT SUBDIVISION AS RECORDED NOVEMBER 22, 1988 AS DOCUMENT NUMBER 88539451;

THENCE EASTERLY ALONG THE FOLLOWING 3 COURSES OF THE SOUTHERLY LINE OF SAID LOT 1 IN PROVIDENT SUBDIVISION: EASTERLY 70 FEET, SOUTHERLY 70 FEET AND EASTERLY 534.67 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1;

THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 1 IN PROVIDENT SUBDIVISION TO THE SOUTHEAST CORNER OF LOT 1 IN OFFICE RESEARCH SUBDIVISION UNIT 2 AS RECORDED SEPTEMBER 29, 1982 AS DOCUMENT NUMBER 26366160;

THENCE NORTHERLY ALONG THE EAST LINE OF LOT 1 IN SAID OFFICE RESEARCH SUBDIVISION UNIT 2 TO THE NORTHEAST CORNER THEREOF, SAID NORTHEAST CORNER ALSO BEING A POINT ON THE SOUTH RIGHT-OF-LINE OF 175TH STREET;

THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-LINE OF 175TH STREET TO THE NORTHWEST CORNER OF LOT 1 IN STATE FARM SUBDIVISION AS RECORDED DECEMBER 2, 1980 AS DOCUMENT NUMBER 25688152;

THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 1 IN STATE FARM SUBDIVISION TO THE SOUTHWEST CORNER THEREOF;

THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 1 IN STATE FARM SUBDIVISION TO THE SOUTHEAST CORNER THEREOF, SAID SOUTHEAST CORNER ALSO BEING THE SOUTHWEST CORNER OF LOT 1 IN RICHMOND SUBDIVISION FIRST ADDITION AS RECORDED DECEMBER 2, 1980 AS DOCUMENT NUMBER 25688668;

THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 1 IN RICHMOND SUBDIVISION FIRST ADDITION TO THE SOUTHEAST CORNER THEREOF, SAID SOUTHEAST CORNER ALSO BEING THE SOUTHWEST CORNER OF LOT 1 IN GINSBURG SUBDIVISION AS RECORDED AUGUST 29, 1986 AS DOCUMENT NUMBER 86383193;

THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 1 IN GINSBURG SUBDIVISION TO THE SOUTHEAST CORNER THEREOF;

THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 1 IN GINSBURG SUBDIVISION TO THE NORTHEAST CORNER THEREOF, SAID NORTHEAST CORNER ALSO BEING A POINT ON THE SOUTH RIGHT-OF-LINE OF 175TH STREET;

THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-LINE OF 175TH STREET TO THE NORTHWEST CORNER OF LOT 1 IN MOTHER TUCKER'S SUBDIVISION AS RECORDED JULY 23, 1985 AS DOCUMENT NUMBER 85113885;

THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 1 IN MOTHER TUCKER'S SUBDIVISION TO THE SOUTHWEST CORNER THEREOF, SAID SOUTHWEST CORNER ALSO BEING THE NORTHWEST CORNER OF LOT 1 IN G & H CONSOLIDATION RESUBDIVISION AS RECORDED JULY 22, 1993 AS DOCUMENT NUMBER 93570546;

THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 1 IN G & H CONSOLIDATION RESUBDIVISION TO THE SOUTHWEST CORNER THEREOF;

THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 1 IN G & H CONSOLIDATION RESUBDIVISION TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF HALSTED STREET;

THENCE SOUTH ALONG SAID WEST RIGHT-OF-WAY LINE OF HALSTED STREET TO A POINT ON THE NORTH LINE OF LOT 1 IN KOHL'S HOMEWOOD SUBDIVISION AS RECORDED JULY 17, 2003 AS DOCUMENT NUMBER 0319834104;

THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1 IN KOHL'S HOMEWOOD SUBDIVISION TO THE NORTHWEST CORNER THEREOF;

THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 1 IN KOHL'S HOMEWOOD SUBDIVISION TO THE SOUTHWEST CORNER THEREOF;

THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 1 IN KOHL'S HOMEWOOD SUBDIVISION TO A POINT ON SAID WEST RIGHT-OF-WAY LINE OF HALSTED STREET;

THENCE SOUTH ALONG SAID WEST RIGHT-OF-WAY LINE OF HALSTED STREET TO A POINT ON THE NORTH LINE OF LOT 1 IN CHIPOTLE HOMEWOOD SUBDIVISION AS RECORDED APRIL 25, 2012 AS DOCUMENT NUMBER 1211431082;

THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1 IN CHIPOTLE HOMEWOOD SUBDIVISION TO THE NORTHWEST CORNER THEREOF;

THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 1 IN CHIPOTLE HOMEWOOD SUBDIVISION TO THE SOUTHWEST CORNER THEREOF;

THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 1 IN CHIPOTLE HOMEWOOD SUBDIVISION TO A POINT ON SAID WEST RIGHT-OF-WAY LINE OF HALSTED STREET;

THENCE SOUTH ALONG SAID WEST RIGHT-OF-WAY LINE OF HALSTED STREET TO A POINT ON THE NORTH LINE OF LOT 1 IN McDONALD'S CLM SUBDIVISION AS RECORDED JULY 20, 1984 AS DOCUMENT NUMBER 27179835;

THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1 IN McDONALD'S CLM SUBDIVISION TO THE NORTHWEST CORNER THEREOF, SAID NORTHWEST CORNER ALSO BEING THE NORTHEAST CORNER OF LOT 1 IN COMMERCIAL SUBDIVISION UNIT 2 AS RECORDED APRIL 16, 1984 AS DOCUMENT NUMBER 27043822;

THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1 IN COMMERCIAL SUBDIVISION UNIT 2 TO THE NORTHWEST CORNER THEREOF;

THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 1 IN COMMERCIAL SUBDIVISION UNIT 2 AND THE SOUTHERLY EXTENSION THEREOF TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF MAPLE AVENUE;

THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF MAPLE AVENUE A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 1 IN MAPLE AVENUE SUBDIVISION AS RECORDED DECEMBER 7, 1990 AS DOCUMENT NUMBER 90595362;

THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE EAST LINE OF SAID LOT 1 IN MAPLE AVENUE SUBDIVISION TO THE NORTHEAST CORNER THEREOF;

THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1 IN MAPLE AVENUE SUBDIVISION TO THE NORTHWEST CORNER THEREOF, SAID NORTHWEST CORNER ALSO BEING A POINT ON THE EAST LINE OF LOT 1 IN MAPLE LEAF SUBDIVISION AS RECORDED FEBRUARY 1989 AS DOCUMENT NUMBER 89072721;

THENCE NORTH ALONG SAID EAST LINE OF SAID LOT 1 IN MAPLE LEAF SUBDIVISION TO THE NORTHEAST CORNER THEREOF;

THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1 IN MAPLE LEAF SUBDIVISION TO THE NORTHWEST CORNER THEREOF;

THENCE SOUTHEASTERLY ALONG THE WEST LINE OF SAID LOT 1 IN MAPLE LEAF SUBDIVISION TO THE SOUTHWEST CORNER THEREOF, SAID SOUTHWEST CORNER ALSO BEING A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF MAPLE AVENUE;

THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF MAPLE AVENUE TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY EXTENSION OF THE WESTERLY LINE OF LOT 1 IN BLOCK 5 IN SAID PRAIRIE LAKES BUSINESS CENTER, SAID WESTERLY LINE OF LOT 1 IN BLOCK 5 ALSO BEING THE EASTERLY LINE OF OUTLOT "E" IN SAID PRAIRIE LAKES BUSINESS CENTER;

THENCE SOUTHWESTERLY ALONG SAID EASTERLY LINE OF OUTLOT "E" OF PRAIRIE LAKES BUSINESS CENTER TO THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID OUTLOT "E" THEREOF, SAID MOST SOUTHERLY SOUTHEAST CORNER BEING 2 OF THE FOLLOWING COURSES NORTHEASTERLY FROM THE

SOUTHWEST CORNER OF SAID LOT 1 IN BLOCK 5 IN PRAIRIE LAKES BUSINESS CENTER (BEING THE BASIS OF BEARING), NORTH 12 DEGREES 42 MINUTES 09 SECONDS EAST 182.57 FEET AND NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 120.97 FEET;

THENCE SOUTH 84 DEGREES 32 MINUTES 42 SECONDS EAST 443.86 FEET;

THENCE NORTH 81 DEGREES 22 MINUTES 27 SECONDS EAST 252.68 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1 IN BLOCK 5, SAID POINT ALSO BEING A POINT ON THE WEST LINE OF LOT 1 IN WASHINGTON PARK PLAZA RESUBDIVISION AS RECORDED DECEMBER 7, 2005 AS DOCUMENT NUMBER 0534145044;

THENCE SOUTHERLY, SOUTHEASTERLY, EASTERLY AND SOUTHERLY ALONG SAID WEST LINE OF LOT 1 IN WASHINGTON PARK PLAZA RESUBDIVISION TO THE SOUTHWEST CORNER THEREOF, SAID SOUTHWEST CORNER ALSO BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF RIDGE ROAD;

THENCE NORTHEASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF RIDGE ROAD TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF HALSTED STREET;

THENCE SOUTH ALONG SAID WEST RIGHT-OF-WAY LINE OF HALSTED STREET TO THE NORTHEAST CORNER OF LOT 2 IN HALSTED CORNERS RESUBDIVISION AS RECORDED JUNE 6, 1997 AS DOCUMENT NUMBER 97403241;

THENCE WEST ALONG THE NORTH LINE OF SAID LOT 2 IN HALSTED CORNERS RESUBDIVISION TO THE NORTHWEST CORNER THEREOF;

THENCE SOUTH, EAST AND SOUTH ALONG THE WEST LINE OF SAID LOT 2 IN HALSTED CORNERS RESUBDIVISION TO THE SOUTHWEST CORNER THEREOF, SAID SOUTHWEST CORNER ALSO BEING A POINT ON THE NORTH LINE OF LOT 1 IN COUNTY CLERK'S DIVISION AS RECORDED SEPTEMBER 12, 1888 AS DOCUMENT NUMBER 1003435;

THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1 IN COUNTY CLERK'S DIVISION TO THE NORTHWEST CORNER THEREOF;

THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 1 IN COUNTY CLERK'S DIVISION TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE ILLINOIS CENTRAL RAILROAD;

THENCE EASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF THE ILLINOIS CENTRAL RAILROAD TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33;

THENCE SOUTH ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 33 TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ILLINOIS CENTRAL RAILROAD;

THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF THE ILLINOIS CENTRAL RAILROAD TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID RIDGE ROAD;

THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF RIDGE ROAD TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32;

THENCE NORTH ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 32 TO THE NORTHEAST CORNER OF THE SUBDIVISION OF LOT 21 IN ROBERTSONS AND YOUNG'S 4TH ADDITION TO HOMEWOOD AS RECORDED JANUARY 4, 1924 AS DOCUMENT NUMBER 8240857;

THENCE WEST ALONG THE NORTH LINE OF SAID SUBDIVISION OF LOT 21 IN ROBERTSONS AND YOUNG'S 4TH ADDITION TO HOMEWOOD TO THE NORTHWEST CORNER THEREOF, SAID NORTHWEST CORNER ALSO BEING A POINT ON THE EAST LINE OF THE WEST 315 FEET OF THE EAST 675 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32;

THENCE NORTH ALONG SAID EAST LINE OF THE WEST 315 FEET OF THE EAST 675 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32;

THENCE WEST ALONG SAID SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 32 TO THE SOUTHEAST CORNER OF LOT 8 IN W.K. GORE'S SUBDIVISION AS RECORDED JULY 13, 1915 AS DOCUMENT NUMBER 5671521;

THENCE NORTH ALONG THE EAST LINE OF SAID LOT 8 IN W.K. GORE'S SUBDIVISION AND CONTINUING NORTH ALONG THE EAST LINE OF LOT 7 IN SAID W.K. GORE'S SUBDIVISION TO THE NORTHEAST CORNER OF SAID LOT 7;

THENCE WEST ALONG THE NORTH LINE OF SAID LOT 7 AND THE WESTERLY EXTENSION THEREOF TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF ASHLAND AVENUE;

THENCE NORTH ALONG SAID WEST RIGHT-OF-WAY LINE OF ASHLAND AVENUE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 4 IN SAID W.K. GORE'S SUBDIVISION;

THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE SOUTH LINE OF LOT 4 IN SAID W.K. GORE'S SUBDIVISION TO THE SOUTHEAST CORNER THEREOF;

THENCE NORTH ALONG THE EAST LINE OF SAID LOT 4 IN W.K. GORE'S SUBDIVISION TO THE NORTHEAST CORNER THEREOF, SAID NORTHEAST CORNER ALSO BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF THE ILLINOIS CENTRAL RAILROAD;

THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE ILLINOIS CENTRAL RAILROAD AND THE WESTERLY EXTENSION THEREOF TO A POINT ON SAID WEST RIGHT-OF-WAY LINE OF ASHLAND AVENUE;

THENCE NORTH ALONG SAID WEST RIGHT-OF-WAY LINE OF ASHLAND AVENUE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF AFORESAID LOT 1 IN MIDWEST SUBDIVISION 1ST ADDITION;

THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE SOUTH LINE OF AFORESAID LOT 1 IN MIDWEST SUBDIVISION 1ST ADDITION TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM, THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 IN RESUBDIVISION OF PRAIRIE LAKES BUSINESS CENTER AS RECORDED JUNE 24, 1999 AS DOCUMENT NUMBER 99610317;

THENCE NORTHERLY ALONG THE FOLLOWING 3 COURSES OF THE EASTERLY LINE OF SAID LOT 1 IN RESUBDIVISION OF PRAIRIE LAKES BUSINESS CENTER: NORTHERLY 228.25 FEET, WESTERLY 172.67 FEET AND NORTHWESTERLY 322.25 FEET TO THE MOST NORTHERLY NORTHEAST CORNER OF SAID LOT 1, SAID NORTHERLY NORTHEAST CORNER ALSO BEING THE SOUTHEAST CORNER OF LOT 7 IN SAID RESUBDIVISION OF PRAIRIE LAKES BUSINESS CENTER;

THENCE NORTHERLY ALONG THE FOLLOWING 2 COURSES OF THE EASTERLY LINE OF SAID LOT 7 IN RESUBDIVISION OF PRAIRIE LAKES BUSINESS CENTER: NORTHWESTERLY 225.97 FEET AND NORTHERLY 50.07 FEET TO THE NORTHEAST CORNER OF SAID LOT 7, SAID NORTHEAST CORNER ALSO BEING THE SOUTHEAST CORNER OF LOT 8 IN SAID RESUBDIVISION OF PRAIRIE LAKES BUSINESS CENTER;

THENCE NORTH ALONG THE EAST LINE OF SAID LOT 8 IN RESUBDIVISION OF PRAIRIE LAKES BUSINESS CENTER TO THE NORTHEAST CORNER THEREOF;

THENCE WEST ALONG THE NORTH LINE OF SAID LOT 8 AND LOT 9 IN SAID RESUBDIVISION OF PRAIRIE LAKES BUSINESS CENTER TO THE NORTHWEST CORNER THEREOF OF SAID LOT 9, SAID NORTHWEST CORNER OF LOT 9 ALSO BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF HOFFMAN WAY;

THENCE WESTERLY ALONG A LINE TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID HOFFMAN WAY, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 1 IN LIGHTING DISTRIBUTERS CONSOLIDATION AS RECORDED MAY 2, 2008 AS DOCUMENT NUMBER 0812322056;

THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1 IN LIGHTING DISTRIBUTERS CONSOLIDATION TO THE NORTHWEST CORNER THEREOF;

THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 1 IN LIGHTING DISTRIBUTERS CONSOLIDATION TO THE SOUTHWEST CORNER THEREOF, SAID SOUTHWEST CORNER ALSO BEING A POINT ON THE NORTH LINE OF LOT 1 IN THE PLAT OF CONSOLIDATION AS RECORDED JULY 14, 2004 AS DOCUMENT NUMBER 0419644058;

THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1 IN THE PLAT OF CONSOLIDATION TO THE NORTHWEST CORNER THEREOF;

THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 1 IN THE PLAT OF CONSOLIDATION TO THE SOUTHWEST CORNER THEREOF,

THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 1 IN THE PLAT OF CONSOLIDATION TO THE NORTHWEST CORNER OF LOT 8 IN PRAIRIE LAKES BUSINESS CENTER AS RECORDED DECEMBER 5, 1996 AS DOCUMENT NUMBER 96920710;

THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 8 IN PRAIRIE LAKES BUSINESS CENTER TO THE SOUTHWEST CORNER THEREOF;

THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 8 IN PRAIRIE LAKES BUSINESS CENTER TO THE SOUTHEAST CORNER THEREOF, SAID SOUTHEAST CORNER ALSO BEING THE SOUTHWEST CORNER OF LOT 9 IN SAID PRAIRIE LAKES BUSINESS CENTER;

THENCE EASTERLY ALONG THE FOLLOWING 2 COURSES OF THE SOUTHERLY LINE OF SAID LOT 9 IN PRAIRIE LAKES BUSINESS CENTER: EASTERLY 160 FEET AND SOUTHEASTERLY 31.92 FEET TO THE SOUTHEAST THEREOF, SAID SOUTHEAST CORNER ALSO BEING POINT ON SAID WESTERLY RIGHT-OF-WAY LINE OF HOFFMAN WAY;

THENCE SOUTHWESTERLY, SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF HOFFMAN WAY TO THE SOUTHWEST CORNER OF LOT 1 IN ACCURATE DISPERSIONS CONSOLIDATION AS RECORDED OCTOBER 26, 2006 AS DOCUMENT NUMBER 0629915076;

THENCE EASTERLY ALONG THE FOLLOWING 2 COURSES OF THE SOUTHERLY LINE OF SAID LOT 1 IN ACCURATE DISPERSIONS CONSOLIDATION: SOUTHEASTERLY 24.85 FEET AND EASTERLY 460.63 FEET TO THE SOUTHEAST THEREOF;

THENCE NORTHEASTERLY ALONG THE EASTERLY LINE AND THE NORTHEASTERLY EXTENSION THEREOF TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MAPLE AVENUE;

THENCE EASTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE OF MAPLE AVENUE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

ALSO EXCEPTING THEREFROM, THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 27 IN WASHINGTON PARK ESTATES UNIT 1 AS RECORDED AUGUST 12, 1983 AS DOCUMENT NUMBER 26732806, SAID NORTHWEST CORNER OF LOT 27 ALSO BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MAPLE AVENUE;

THENCE SOUTHWESTERLY ALONG THE WEST LINE OF SAID LOT 27 AND LOTS 26 THRU 17, INCLUSIVE, IN SAID WASHINGTON PARK ESTATES UNIT 1 TO THE SOUTHWEST CORNER OF SAID LOT 17 THEREOF;

THENCE SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 17 IN WASHINGTON PARK ESTATES UNIT 1 TO THE SOUTHEAST CORNER THEREOF, SAID SOUTHEAST CORNER ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF PRESIDENTS DRIVE;

THENCE SOUTHWESTERLY, SOUTHERLY, SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE OF PRESIDENTS DRIVE TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF MAPLE AVENUE;

THENCE NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF MAPLE AVENUE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

EXHIBIT B

NOTICE OF PUBLIC HEARING

VILLAGE OF HOMEWOOD, COOK COUNTY, ILLINOIS PROPOSED NORTH HALSTED TIF REDEVELOPMENT PROJECT AREA AND PLAN

On February 11, 2025, at 7:00 p.m. at the Homewood Village Hall, 2020 Chestnut Road, Homewood, Illinois, a public hearing will be held to consider the designation of the North Halsted TIF Redevelopment Plan (the “*Redevelopment Plan*”) and designation of a redevelopment project area known as the North Halsted TIF Redevelopment Project Area (the “*Redevelopment Project Area*”). Members of the public may participate in the public hearing in person at the Village Hall Council Chambers.

Written comments can be submitted before the hearing by emailing them to amesaros@homewoodil.gov. Please include “Public Comment for North Halsted TIF” in the subject line of the e-mail. All e-mail comments to be entered into the record must be received by 4:00 p.m. on February 11, 2025, and will be distributed to all village board members.

The proposed North Halsted TIF Redevelopment Project Area consists of forty-three (43) parcels, sixteen (16) of which are improved and twenty-seven (27) of which are vacant. The proposed Redevelopment Project Area is approximately 236 acres located in the northeast corner of the Village and is generally bounded by 175th Street to the north, the Village boundary to the southeast, Ridge Road to the southwest, Halsted Street to the east, and Ashland Avenue to the west.

At the hearing, designation of the Redevelopment Plan and Project, designation of the proposed Redevelopment Project Area, and adoption of Tax Increment Allocation Financing to implement the plan and project will be considered. The Redevelopment Plan and Project is on file and available for public inspection at the office of the Village Clerk, Homewood Village Hall, 2020 Chestnut Road, Homewood, Illinois, by appointment during normal business hours by calling 708-206-3376, and is also available online at <https://www.village.homewood.il.us/home/showdocument?id=4410>

Under the Redevelopment Plan and Project, the Village proposes to alleviate blighted area conditions in the Redevelopment Project Area and to enhance the tax base of the Village and the taxing districts having taxable property within the Redevelopment Project Area by utilizing tax increment financing to fund various eligible project costs to stimulate private investment within the Redevelopment Project Area. These eligible

project costs may include, but are not limited to, studies, surveys, professional fees, property assembly costs, construction of public improvements and facilities, rehabilitation of properties, financing, and administrative and other professional costs, all as authorized under the Tax Increment Allocation Redevelopment Act, as amended. The Redevelopment Plan objectives include promoting commercial development on vacant or under-utilized land parcels where it will strengthen existing commercial districts; recruiting additional retail and industrial development for designated vacant commercial and industrial areas; implementing municipal utility improvements, especially stormwater improvements, sidewalk construction/replacement, streetscape, street tree plantings and sign improvements; and updating the Village Zoning Ordinance, Subdivision Ordinance, and other development regulations imposed by the Village. To achieve these objectives, the Redevelopment Plan proposes to assist by paying or reimbursing costs related to the acquisition, construction, and installation of public facilities, property assembly, site preparation and improvement, rehabilitation, environmental remediation, job training, and other eligible redevelopment project costs, the execution of one or more redevelopment agreements, and the payment of financing, administrative, and other professional costs.

Before the hearing date, each taxing district having property in the Redevelopment Project Area and the Illinois Department of Commerce and Economic Opportunity may submit written comments to the Village, to the attention of the Village Clerk, 2020 Chestnut Road, Homewood, Illinois 60430-1702.

At the hearing, all interested persons or affected taxing districts may file written objections with the Village Clerk and may be heard orally regarding any issues regarding the proposed Redevelopment Plan and Project, the Redevelopment Project Area, and confirmation of tax increment allocation financing therefor. The hearing may be adjourned by the President and the Board of Trustees of the Village without further notice other than a motion to be entered upon the minutes fixing the time and place of the subsequent hearing.

A Joint Review Board is convened to consider designation of the Redevelopment Plan and Project, designation of the proposed Redevelopment Project Area, and the adoption of Tax Increment Allocation Financing. The Joint Review Board shall consist of a representative selected by each community college district, local elementary school district and high school district, park district, library district, township, and county having authority to directly levy taxes on the property within the Redevelopment Project Area, a representative selected by the Village, and a public member. The first meeting of the Joint Review Board shall be held at 2:00 p.m. on January 6, 2025, at the Village Hall, 2020 Chestnut Road, Homewood, Illinois.

Village Clerk
Village of Homewood
Cook County, Illinois

**LEGAL DESCRIPTION OF NORTH HALSTED TIF
REDEVELOPMENT PROJECT AREA**

THAT PART OF SECTION 32 AND THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 IN MIDWEST SUBDIVISION 1ST ADDITION AS RECORDED NOVEMBER 16, 1981 AS DOCUMENT NUMBER 26059470;

THENCE NORTH ALONG THE EAST LINE OF SAID LOT 1 IN MIDWEST SUBDIVISION 1ST ADDITION TO THE NORTHEAST CORNER THEREOF, SAID NORTHEAST CORNER ALSO BEING THE SOUTHEAST CORNER OF LOT 1 IN MIDWEST SUBDIVISION AS RECORDED JULY 14, 1980 AS DOCUMENT NUMBER 25514043;

THENCE NORTH ALONG THE EAST LINE OF SAID LOT 1 IN MIDWEST SUBDIVISION TO THE NORTHEAST CORNER THEREOF, SAID NORTHEAST CORNER ALSO BEING A POINT ON THE SOUTH LINE OF HOMEWOOD DISPOSAL RESUBDIVISION AS RECORDED MAY 24, 2004 AS DOCUMENT NUMBER 0414503004;

THENCE EAST ALONG SAID SOUTH LINE OF HOMEWOOD DISPOSAL RESUBDIVISION TO THE SOUTHEAST CORNER THEREOF, SAID SOUTHEAST CORNER ALSO BEING THE SOUTHWEST CORNER OF LOT 3 IN BLOCK 4 IN PRAIRIE LAKES BUSINESS CENTER AS RECORDED DECEMBER 5, 1996 AS DOCUMENT NUMBER 96920710;

THENCE EASTERLY ALONG THE SOUTH LINE OF SAID BLOCK 4 TO THE SOUTHEAST CORNER OF OUTLOT D IN SAID PRAIRIE LAKES BUSINESS CENTER, SAID SOUTHEAST CORNER OF OUTLOT D ALSO BEING THE SOUTHWEST CORNER OF LOT 1 IN INDUSTRIAL SUBDIVISION UNIT 2 AS RECORDED APRIL 28, 1982 AS DOCUMENT NUMBER 26214942;

THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 1 IN INDUSTRIAL SUBDIVISION UNIT 2 AND ALONG THE EASTERLY PROLONGATION THEREOF TO THE

SOUTHWEST CORNER OF LOT 1 IN INDUSTRIAL SUBDIVISION UNIT 1 AS RECORDED APRIL 28, 1982 AS DOCUMENT NUMBER 26214941;

THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 1 IN INDUSTRIAL SUBDIVISION UNIT 1 AND THE EASTERLY PROLONGATION THEREOF TO THE SOUTHEAST CORNER OF LOT 6 IN SAID INDUSTRIAL SUBDIVISION UNIT 1 SUBDIVISION, SAID SOUTHEAST CORNER ALSO BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF HOFFMAN WAY;

THENCE EASTERLY ON A STRAIGHT LINE TO THE SOUTHWEST CORNER OF LOT 1 IN AMERICAN TECHNICAL PUBLISHER'S SUBDIVISION AS RECORDED MAY 29, 1985 AS DOCUMENT NUMBER 85038243, SAID SOUTHWEST CORNER ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF HOFFMAN WAY;

THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 1 IN AMERICAN TECHNICAL PUBLISHER'S SUBDIVISION TO THE SOUTHEAST CORNER THEREOF, SAID SOUTHEAST CORNER ALSO BEING THE

SOUTHWEST CORNER OF LOT 1 IN SIMBORG SUBDIVISION AS RECORDED AUGUST 29, 1986 AS DOCUMENT NUMBER 86383195;

THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 1 IN SIMBORG SUBDIVISION TO THE SOUTHEAST CORNER THEREOF, SAID SOUTHEAST CORNER ALSO BEING THE SOUTHWEST CORNER OF LOT 1 IN SIMBORG SUBDIVISION 1ST ADDITION AS RECORDED OCTOBER 22, 1988 AS DOCUMENT NUMBER 88491036;

THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 1 IN SIMBORG SUBDIVISION 1ST ADDITION TO THE SOUTHEAST CORNER THEREOF, SAID SOUTHEAST CORNER ALSO BEING THE SOUTHWEST CORNER OF LOT 1 IN PROVIDENT SUBDIVISION AS RECORDED NOVEMBER 22, 1988 AS DOCUMENT NUMBER 88539451;

THENCE EASTERLY ALONG THE FOLLOWING 3 COURSES OF THE SOUTHERLY LINE OF SAID LOT 1 IN PROVIDENT SUBDIVISION: EASTERLY 70 FEET, SOUTHERLY 70 FEET AND EASTERLY 534.67 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1;

THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 1 IN PROVIDENT SUBDIVISION TO THE SOUTHEAST CORNER OF LOT 1 IN OFFICE RESEARCH SUBDIVISION UNIT 2 AS RECORDED SEPTEMBER 29, 1982 AS DOCUMENT NUMBER 26366160;

THENCE NORTHERLY ALONG THE EAST LINE OF LOT 1 IN SAID OFFICE RESEARCH SUBDIVISION UNIT 2 TO THE NORTHEAST CORNER THEREOF, SAID

NORTHEAST CORNER ALSO BEING A POINT ON THE SOUTH RIGHT-OF-LINE OF 175TH STREET;

THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-LINE OF 175TH STREET TO THE NORTHWEST CORNER OF LOT 1 IN STATE FARM SUBDIVISION AS RECORDED DECEMBER 2, 1980 AS DOCUMENT NUMBER 25688152;

THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 1 IN STATE FARM SUBDIVISION TO THE SOUTHWEST CORNER THEREOF;

THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 1 IN STATE FARM SUBDIVISION TO THE SOUTHEAST CORNER THEREOF, SAID SOUTHEAST CORNER ALSO BEING THE SOUTHWEST CORNER OF LOT 1 IN RICHMOND SUBDIVISION FIRST ADDITION AS RECORDED DECEMBER 2, 1980 AS DOCUMENT NUMBER 25688668;

THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 1 IN RICHMOND SUBDIVISION FIRST ADDITION TO THE SOUTHEAST CORNER THEREOF, SAID SOUTHEAST CORNER ALSO BEING THE SOUTHWEST CORNER OF LOT 1 IN GINSBURG SUBDIVISION AS RECORDED AUGUST 29, 1986 AS DOCUMENT NUMBER 86383193;

THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 1 IN GINSBURG SUBDIVISION TO THE SOUTHEAST CORNER THEREOF;

THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 1 IN GINSBURG SUBDIVISION TO THE NORTHEAST CORNER THEREOF, SAID NORTHEAST CORNER ALSO BEING A POINT ON THE SOUTH RIGHT-OF-LINE OF 175TH STREET;

THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-LINE OF 175TH STREET TO THE NORTHWEST CORNER OF LOT 1 IN MOTHER TUCKER'S SUBDIVISION AS RECORDED JULY 23, 1985 AS DOCUMENT NUMBER 85113885;

THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 1 IN MOTHER TUCKER'S SUBDIVISION TO THE SOUTHWEST CORNER THEREOF, SAID SOUTHWEST CORNER ALSO BEING THE NORTHWEST CORNER OF LOT 1 IN G & H CONSOLIDATION RESUBDIVISION AS RECORDED JULY 22, 1993 AS DOCUMENT NUMBER 93570546;

THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 1 IN G & H CONSOLIDATION RESUBDIVISION TO THE SOUTHWEST CORNER THEREOF;

THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 1 IN G & H CONSOLIDATION RESUBDIVISION TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF HALSTED STREET;

THENCE SOUTH ALONG SAID WEST RIGHT-OF-WAY LINE OF HALSTED STREET TO A POINT ON THE NORTH LINE OF LOT 1 IN KOHL'S HOMEWOOD SUBDIVISION AS RECORDED JULY 17, 2003 AS DOCUMENT NUMBER 0319834104;

THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1 IN KOHL'S HOMEWOOD SUBDIVISION TO THE NORTHWEST CORNER THEREOF;

THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 1 IN KOHL'S HOMEWOOD SUBDIVISION TO THE SOUTHWEST CORNER THEREOF;

THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 1 IN KOHL'S HOMEWOOD SUBDIVISION TO A POINT ON SAID WEST RIGHT-OF-WAY LINE OF HALSTED STREET;

THENCE SOUTH ALONG SAID WEST RIGHT-OF-WAY LINE OF HALSTED STREET TO A POINT ON THE NORTH LINE OF LOT 1 IN CHIPOTLE HOMEWOOD SUBDIVISION AS RECORDED APRIL 25, 2012 AS DOCUMENT NUMBER 1211431082;

THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1 IN CHIPOTLE HOMEWOOD SUBDIVISION TO THE NORTHWEST CORNER THEREOF;

THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 1 IN CHIPOTLE HOMEWOOD SUBDIVISION TO THE SOUTHWEST CORNER THEREOF;

THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 1 IN CHIPOTLE HOMEWOOD SUBDIVISION TO A POINT ON SAID WEST RIGHT-OF-WAY LINE OF HALSTED STREET;

THENCE SOUTH ALONG SAID WEST RIGHT-OF-WAY LINE OF HALSTED STREET TO A POINT ON THE NORTH LINE OF LOT 1 IN McDONALD'S CLM SUBDIVISION AS RECORDED JULY 20, 1984 AS DOCUMENT NUMBER 27179835;

THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1 IN McDONALD'S CLM SUBDIVISION TO THE NORTHWEST CORNER THEREOF, SAID NORTHWEST CORNER ALSO BEING THE NORTHEAST CORNER OF LOT 1 IN COMMERCIAL SUBDIVISION UNIT 2 AS RECORDED APRIL 16, 1984 AS DOCUMENT NUMBER 27043822;

THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1 IN COMMERCIAL SUBDIVISION UNIT 2 TO THE NORTHWEST CORNER THEREOF;

THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 1 IN COMMERCIAL SUBDIVISION UNIT 2 AND THE SOUTHERLY EXTENSION THEREOF TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF MAPLE AVENUE;

THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF MAPLE AVENUE A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT

1 IN MAPLE AVENUE SUBDIVISION AS RECORDED DECEMBER 7, 1990 AS DOCUMENT NUMBER 90595362;

THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE EAST LINE OF SAID LOT 1 IN MAPLE AVENUE SUBDIVISION TO THE NORTHEAST CORNER THEREOF;

THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1 IN MAPLE AVENUE SUBDIVISION TO THE NORTHWEST CORNER THEREOF, SAID NORTHWEST CORNER ALSO BEING A POINT ON THE EAST LINE OF LOT 1 IN MAPLE LEAF SUBDIVISION AS RECORDED FEBRUARY 1989 AS DOCUMENT NUMBER 89072721;

THENCE NORTH ALONG SAID EAST LINE OF SAID LOT 1 IN MAPLE LEAF SUBDIVISION TO THE NORTHEAST CORNER THEREOF;

THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1 IN MAPLE LEAF SUBDIVISION TO THE NORTHWEST CORNER THEREOF;

THENCE SOUTHEASTERLY ALONG THE WEST LINE OF SAID LOT 1 IN MAPLE LEAF SUBDIVISION TO THE SOUTHWEST CORNER THEREOF, SAID SOUTHWEST CORNER ALSO BEING A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF MAPLE AVENUE;

THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF MAPLE AVENUE TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY EXTENSION OF THE WESTERLY LINE OF LOT 1 IN BLOCK 5 IN SAID PRAIRIE LAKES BUSINESS CENTER, SAID WESTERLY LINE OF LOT 1 IN BLOCK 5 ALSO BEING THE EASTERLY LINE OF OUTLOT "E" IN SAID PRAIRIE LAKES BUSINESS CENTER;

THENCE SOUTHWESTERLY ALONG SAID EASTERLY LINE OF OUTLOT "E" OF PRAIRIE LAKES BUSINESS CENTER TO THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID OUTLOT "E" THEREOF, SAID MOST SOUTHERLY SOUTHEAST CORNER BEING 2 OF THE FOLLOWING COURSES NORTHEASTERLY FROM THE

SOUTHWEST CORNER OF SAID LOT 1 IN BLOCK 5 IN PRAIRIE LAKES BUSINESS CENTER (BEING THE BASIS OF BEARING), NORTH 12 DEGREES 42 MINUTES 09 SECONDS EAST 182.57 FEET AND NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 120.97 FEET;

THENCE SOUTH 84 DEGREES 32 MINUTES 42 SECONDS EAST 443.86 FEET;

THENCE NORTH 81 DEGREES 22 MINUTES 27 SECONDS EAST 252.68 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1 IN BLOCK 5, SAID POINT ALSO BEING A POINT

ON THE WEST LINE OF LOT 1 IN WASHINGTON PARK PLAZA RESUBDIVISION AS RECORDED DECEMBER 7, 2005 AS DOCUMENT NUMBER 0534145044;

THENCE SOUTHERLY, SOUTHEASTERLY, EASTERLY AND SOUTHERLY ALONG SAID WEST LINE OF LOT 1 IN WASHINGTON PARK PLAZA RESUBDIVISION TO THE SOUTHWEST CORNER THEREOF, SAID SOUTHWEST CORNER ALSO BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF RIDGE ROAD;

THENCE NORTHEASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF RIDGE ROAD TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF HALSTED STREET;

THENCE SOUTH ALONG SAID WEST RIGHT-OF-WAY LINE OF HALSTED STREET TO THE NORTHEAST CORNER OF LOT 2 IN HALSTED CORNERS RESUBDIVISION AS RECORDED JUNE 6, 1997 AS DOCUMENT NUMBER 97403241;

THENCE WEST ALONG THE NORTH LINE OF SAID LOT 2 IN HALSTED CORNERS RESUBDIVISION TO THE NORTHWEST CORNER THEREOF;

THENCE SOUTH, EAST AND SOUTH ALONG THE WEST LINE OF SAID LOT 2 IN HALSTED CORNERS RESUBDIVISION TO THE SOUTHWEST CORNER THEREOF, SAID SOUTHWEST CORNER ALSO BEING A POINT ON THE NORTH LINE OF LOT 1 IN COUNTY CLERK'S DIVISION AS RECORDED SEPTEMBER 12, 1888 AS DOCUMENT NUMBER 1003435;

THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1 IN COUNTY CLERK'S DIVISION TO THE NORTHWEST CORNER THEREOF;

THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 1 IN COUNTY CLERK'S DIVISION TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE ILLINOIS CENTRAL RAILROAD;

THENCE EASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF THE ILLINOIS CENTRAL RAILROAD TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33;

THENCE SOUTH ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 33 TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ILLINOIS CENTRAL RAILROAD;

THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF THE ILLINOIS CENTRAL RAILROAD TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID RIDGE ROAD;

THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF RIDGE ROAD TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32;

THENCE NORTH ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 32 TO THE NORTHEAST CORNER OF THE SUBDIVISION OF LOT 21 IN ROBERTSONS AND YOUNG'S 4TH ADDITION TO HOMEWOOD AS RECORDED JANUARY 4, 1924 AS DOCUMENT NUMBER 8240857;

THENCE WEST ALONG THE NORTH LINE OF SAID SUBDIVISION OF LOT 21 IN ROBERTSONS AND YOUNG'S 4TH ADDITION TO HOMEWOOD TO THE NORTHWEST CORNER THEREOF, SAID NORTHWEST CORNER ALSO BEING A POINT ON THE EAST LINE OF THE WEST 315 FEET OF THE EAST 675 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32;

THENCE NORTH ALONG SAID EAST LINE OF THE WEST 315 FEET OF THE EAST 675 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32;

THENCE WEST ALONG SAID SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 32 TO THE SOUTHEAST CORNER OF LOT 8 IN W.K. GORE'S SUBDIVISION AS RECORDED JULY 13, 1915 AS DOCUMENT NUMBER 5671521;

THENCE NORTH ALONG THE EAST LINE OF SAID LOT 8 IN W.K. GORE'S SUBDIVISION AND CONTINUING NORTH ALONG THE EAST LINE OF LOT 7 IN SAID W.K. GORE'S SUBDIVISION TO THE NORTHEAST CORNER OF SAID LOT 7;

THENCE WEST ALONG THE NORTH LINE OF SAID LOT 7 AND THE WESTERLY EXTENSION THEREOF TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF ASHLAND AVENUE;

THENCE NORTH ALONG SAID WEST RIGHT-OF-WAY LINE OF ASHLAND AVENUE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 4 IN SAID W.K. GORE'S SUBDIVISION;

THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE SOUTH LINE OF LOT 4 IN SAID W.K. GORE'S SUBDIVISION TO THE SOUTHEAST CORNER THEREOF;

THENCE NORTH ALONG THE EAST LINE OF SAID LOT 4 IN W.K. GORE'S SUBDIVISION TO THE NORTHEAST CORNER THEREOF, SAID NORTHEAST CORNER ALSO BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF THE ILLINOIS CENTRAL RAILROAD;

THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE ILLINOIS CENTRAL RAILROAD AND THE WESTERLY EXTENSION THEREOF TO A POINT ON SAID WEST RIGHT-OF-WAY LINE OF ASHLAND AVENUE;

THENCE NORTH ALONG SAID WEST RIGHT-OF-WAY LINE OF ASHLAND AVENUE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF AFORESAID LOT 1 IN MIDWEST SUBDIVISION 1ST ADDITION;

THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE SOUTH LINE OF AFORESAID LOT 1 IN MIDWEST SUBDIVISION 1ST ADDITION TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM, THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 IN RESUBDIVISION OF PRAIRIE LAKES BUSINESS CENTER AS RECORDED JUNE 24, 1999 AS DOCUMENT NUMBER 99610317;

THENCE NORTHERLY ALONG THE FOLLOWING 3 COURSES OF THE EASTERLY LINE OF SAID LOT 1 IN RESUBDIVISION OF PRAIRIE LAKES BUSINESS CENTER: NORTHERLY 228.25 FEET, WESTERLY 172.67 FEET AND NORTHWESTERLY 322.25 FEET TO THE MOST NORTHERLY NORTHEAST CORNER OF SAID LOT 1, SAID NORTHERLY NORTHEAST CORNER ALSO BEING THE SOUTHEAST CORNER OF LOT 7 IN SAID RESUBDIVISION OF PRAIRIE LAKES BUSINESS CENTER;

THENCE NORTHERLY ALONG THE FOLLOWING 2 COURSES OF THE EASTERLY LINE OF SAID LOT 7 IN RESUBDIVISION OF PRAIRIE LAKES BUSINESS CENTER: NORTHWESTERLY 225.97 FEET AND NORTHERLY 50.07 FEET TO THE NORTHEAST CORNER OF SAID LOT 7, SAID NORTHEAST CORNER ALSO BEING THE SOUTHEAST CORNER OF LOT 8 IN SAID RESUBDIVISION OF PRAIRIE LAKES BUSINESS CENTER;

THENCE NORTH ALONG THE EAST LINE OF SAID LOT 8 IN RESUBDIVISION OF PRAIRIE LAKES BUSINESS CENTER TO THE NORTHEAST CORNER THEREOF;

THENCE WEST ALONG THE NORTH LINE OF SAID LOT 8 AND LOT 9 IN SAID RESUBDIVISION OF PRAIRIE LAKES BUSINESS CENTER TO THE NORTHWEST CORNER THEREOF OF SAID LOT 9, SAID NORTHWEST CORNER OF LOT 9 ALSO BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF HOFFMAN WAY;

THENCE WESTERLY ALONG A LINE TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID HOFFMAN WAY, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 1 IN LIGHTING DISTRIBUTERS CONSOLIDATION AS RECORDED MAY 2, 2008 AS DOCUMENT NUMBER 0812322056;

THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1 IN LIGHTING DISTRIBUTERS CONSOLIDATION TO THE NORTHWEST CORNER THEREOF;

THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 1 IN LIGHTING DISTRIBUTERS CONSOLIDATION TO THE SOUTHWEST CORNER THEREOF, SAID SOUTHWEST CORNER ALSO BEING A POINT ON THE NORTH LINE OF LOT 1 IN THE PLAT OF CONSOLIDATION AS RECORDED JULY 14, 2004 AS DOCUMENT NUMBER 0419644058;

THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1 IN THE PLAT OF CONSOLIDATION TO THE NORTHWEST CORNER THEREOF;

THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 1 IN THE PLAT OF CONSOLIDATION TO THE SOUTHWEST CORNER THEREOF,

THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 1 IN THE PLAT OF CONSOLIDATION TO THE NORTHWEST CORNER OF LOT 8 IN PRAIRIE LAKES BUSINESS CENTER AS RECORDED DECEMBER 5, 1996 AS DOCUMENT NUMBER 96920710;

THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 8 IN PRAIRIE LAKES BUSINESS CENTER TO THE SOUTHWEST CORNER THEREOF;

THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 8 IN PRAIRIE LAKES BUSINESS CENTER TO THE SOUTHEAST CORNER THEREOF, SAID SOUTHEAST CORNER ALSO BEING THE SOUTHWEST CORNER OF LOT 9 IN SAID PRAIRIE LAKES BUSINESS CENTER;

THENCE EASTERLY ALONG THE FOLLOWING 2 COURSES OF THE SOUTHERLY LINE OF SAID LOT 9 IN PRAIRIE LAKES BUSINESS CENTER: EASTERLY 160 FEET AND SOUTHEASTERLY 31.92 FEET TO THE SOUTHEAST THEREOF, SAID SOUTHEAST CORNER ALSO BEING POINT ON SAID WESTERLY RIGHT-OF-WAY LINE OF HOFFMAN WAY;

THENCE SOUTHWESTERLY, SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF HOFFMAN WAY TO THE SOUTHWEST CORNER OF LOT 1 IN ACCURATE DISPERSIONS CONSOLIDATION AS RECORDED OCTOBER 26, 2006 AS DOCUMENT NUMBER 0629915076;

THENCE EASTERLY ALONG THE FOLLOWING 2 COURSES OF THE SOUTHERLY LINE OF SAID LOT 1 IN ACCURATE DISPERSIONS CONSOLIDATION: SOUTHEASTERLY 24.85 FEET AND EASTERLY 460.63 FEET TO THE SOUTHEAST THEREOF;

THENCE NORTHEASTERLY ALONG THE EASTERLY LINE AND THE NORTHEASTERLY EXTENSION THEREOF TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MAPLE AVENUE;

THENCE EASTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE OF MAPLE AVENUE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

ALSO EXCEPTING THEREFROM, THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 27 IN WASHINGTON PARK ESTATES UNIT 1 AS RECORDED AUGUST 12, 1983 AS DOCUMENT NUMBER 26732806, SAID NORTHWEST CORNER OF LOT 27 ALSO BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MAPLE AVENUE;

THENCE SOUTHWESTERLY ALONG THE WEST LINE OF SAID LOT 27 AND LOTS 26 THRU 17, INCLUSIVE, IN SAID WASHINGTON PARK ESTATES UNIT 1 TO THE SOUTHWEST CORNER OF SAID LOT 17 THEREOF;

THENCE SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 17 IN WASHINGTON PARK ESTATES UNIT 1 TO THE SOUTHEAST CORNER THEREOF, SAID SOUTHEAST CORNER ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF PRESIDENTS DRIVE;

THENCE SOUTHWESTERLY, SOUTHERLY, SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE OF PRESIDENTS DRIVE TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF MAPLE AVENUE;
THENCE NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF MAPLE AVENUE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.



BOARD AGENDA MEMORANDUM

DATE OF MEETING: December 10, 2024

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Amy Zukowski, Director of Finance

Topic: 2024 Final Real Estate Tax Levy

PURPOSE

After the Board of Trustees discusses the 2024 Real Estate Tax Levy during the Truth in Taxation Hearing, the Board is required to approve three (3) ordinances for the final 2024 Real Estate Tax Levy. The ordinances will then be filed with Cook County.

PROCESS

Staff discussed the setting of the 2024 Real Estate Tax Levy with the Board of Trustees at the November 12, 2024 Board meeting. It was requested that the Board approve staff's recommendation to use the State's Consolidated Funds Actuarial Calculation to meet the required statutory minimum for Police and Fire pension funding through the levy and direct staff to publish and hold a Truth in Taxation Hearing prior to the December 10, 2024 regular Board meeting. A Truth in Taxation hearing is required because the total 2024 recommended tax levy increased by more than 5.0% over the prior year's final tax extension. A Truth in Taxation notice was published in the Southtown newspaper on November 29, 2024.

The total 2024 Real Estate Tax Levy for the Village of Homewood's municipal operations, pension obligations, and debt service is **\$7,824,367**, which is an overall increase of 13.62% from the prior year's extended tax levy (\$6,886,315).

3.35% - increase in CPI

1.50% - capturing of new construction

8.77% - issuance of the 2024 General Obligation Limited Tax Bond debt service payments

13.62%

OUTCOME

The 2024 Real Estate Tax Levy meets the rules contained in the Property Tax Extension Limitation Law (PTELL). It provides the Village with revenue of \$7,824,367; of which \$3,583,400 will be used in the General Fund for day-to-day operations and Social Security and Medicare employer costs, \$3,494,279 will be used for Police and Fire Pension funding obligations, and \$746,688 is allocated for debt payment obligations.



The Village of Homewood’s share of the 2023 real estate tax bills was approximately 10%. For every dollar of property tax that a resident pays, only ten cents goes to the Village for the many services provided (i.e., downtown event series and farmers market, snow removal, road de-icing and salting, tree removal and reforestation, police, fire, public works, and other municipal services). We anticipate that the Village’s portion will increase slightly due to the addition of the debt service amount on the 2024 tax levy and an expected decrease in the total Equalized Assessed Valuation following resident tax appeals.

The total 2024 Real Estate Tax Levy of \$7,824,367 is an important revenue stream for the Village. It provides approximately 10.0% of General Fund revenue used to fund day-to-day operating expenses and provide high-quality municipal services to our residents.

FINANCIAL IMPACT

The final 2024 tax levy will be used to create and develop Homewood’s Fiscal Year 2025-2026 budget amounts.

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

LEGAL REVIEW

Completed

RECOMMENDED BOARD ACTION

Pass an ordinance levying taxes for corporate purposes and for special funds for the fiscal year commencing on the first day of May 2025 and ending on the thirtieth day of April 2026 for the Village of Homewood; and, pass an ordinance increasing the 2024 Street and Bridge tax levy in the Village of Homewood; and, pass an ordinance directing the Cook County Clerk to reduce the Village of Homewood's 2024 levy, if necessary, to comply with the property tax extension limitation law.

ATTACHMENT(S)

Ordinances for 2024 Real Estate Tax Levy

ORDINANCE NO. M - 2327

**AN ORDINANCE LEVYING TAXES FOR CORPORATE PURPOSES
AND FOR SPECIAL FUNDS FOR THE FISCAL YEAR
COMMENCING ON THE FIRST DAY OF MAY 2025 AND ENDING ON THE
THIRTIETH DAY OF APRIL 2026
FOR THE VILLAGE OF HOMEWOOD, ILLINOIS**

Whereas, the President and Board of Trustees of the Village of Homewood, Cook County, Illinois, have by ordinance entitled:

“An Ordinance amending Chapter 4, ‘Village Administration’ of the Municipal Code of the Village of Homewood, County of Cook, State of Illinois, by adding certain sections thereto Providing for the adoption by the said Village of Homewood of Sections 8-2-9.1 Through and including 8-2-9.10 of the Village Municipal Code”

Adopted Section 8-2-9.1 and Sections 8-2-9.2 through 8-2-9.10 of the Illinois Municipal Code, said ordinance having been passed March 25, 1969 by at least two-thirds majority vote of those members of the Village Board then holding office; and

WHEREAS, the President and Board of Trustees of the said Village did on April 23, 2024 pass and adopt an annual budget for the Village of Homewood, Cook County, Illinois; and

WHEREAS, in accordance with Section 8-2-9.4 of the Illinois Municipal Code, passage and adoption of the annual budget is deemed passage of the annual Appropriation Ordinance as required by Section 8-2-9 of the said Code; and

WHEREAS, the President and Board of Trustees of the Village of Homewood, Cook County, Illinois now deem it necessary and proper to pass and adopt an ordinance levying taxes for the current fiscal year as authorized by Division 3, Article 8, of the Illinois Municipal Code;

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

SECTION 1 – LEVYING CLAUSE

A tax for the sums of money designated in the following sections of the Ordinance or as much thereof as may be authorized by law to defray all expenses and liabilities of the Village for the fiscal year commencing on the first day of May, 2025 and ending on the thirtieth day of April, 2026 for the Village of Homewood, Illinois, be and the same is hereby levied for the purposes specified against all taxable property in the Village.

<u>Description</u>	<u>Budgeted</u>
<u>Section 2 - Legislative</u>	
Salaries & Wages	\$ 17,800
Services	193,395
Transfers	-
<i>Total Public Representation</i>	\$ 211,195
<u>Section 3 - Manager's Office/Legal</u>	
Salaries & Wages	\$ 1,101,229
Other Personnel Expense	144,139
Services	1,891,950
Commodities	40,300
Transfers	-
<i>Total Executive Management</i>	\$ 3,177,618
<u>Section 4 - Finance Department</u>	
Salaries & Wages	\$ 306,153
Other Personnel Expense	39,703
Services	1,330,124
Commodities	12,500
Transfers	-
<i>Total Finance Department</i>	\$ 1,688,480
<u>Section 5 - Transportation Facilities</u>	
Salaries & Wages	\$ 1,084,952
Other Personnel Expense	268,047
Services	513,967
Commodities	254,046
Capital Outlay	140,000
Transfers	-
<i>Total Transportation Facilities</i>	\$ 2,261,012
<u>Section 6 - Vehicle, Equip, Bldg Maint</u>	
Salaries & Wages	\$ 973,747
Other Personnel Expense	212,302
Services	635,225
Commodities	543,860
Capital Outlay	256,000
Transfers	-
<i>Total - Vehicle, Equip, Bldg Maint</i>	\$ 2,621,134

Section 7 - Fire Dept & Bldg Dept

Salaries & Wages	\$ 3,047,533
Other Personnel Expense	600,925
Services	1,249,071
Commodities	33,000
Capital Outlay	42,000
Transfers	-
Total Fire Department	\$ 4,972,529

Section 8 - Law Enforcement

Salaries & Wages	\$ 5,818,144
Other Personnel Expense	1,194,055
Services	628,250
Commodities	61,000
Transfers	-
Total Law Enforcement	\$ 7,701,449

Section 9 - Pensioner Health Insurance

Other Personnel Expense	\$ 826,760
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Section 10 - Trusts

IMRF/SLEP	\$ 510,000
Social Security	486,000
Total Trusts	\$ 996,000

Total Budget for General Corporate

Purposes: \$ 24,456,177

<u>Description</u>	<u>Tax Levy</u>
Levy For General Corporate	\$ 677,899
Levy For Police Protection	203,370
Levy For Fire Protection	406,740
Levy For Crossing Guards	54,232
Levy For Streets & Bridges	271,160
Levy For Liability Insurance	1,000,000
Levy For Auditing	60,000
Levy For Social Security	410,000
Levy For Illinois Municipal Retirement Fund	500,000

Total Tax Levy For General Corporate Purposes: \$ 3,583,401

Total Revenue From Other Sources: \$ 20,872,776

Section 11 - Police Pension Fund

Total Budget for Police Pension Fund: \$ 3,566,805

Total Tax Levy For Police Pension Fund: \$ 2,629,870

Total Revenue From Other Sources: \$ 936,935

Section 12 - Fire Pension Fund

Total Budget For Fire Pension Fund: \$ 1,163,254

Total Tax Levy For Fire Pension Fund: \$ 864,409

Total Revenue From Other Sources: \$ 298,845

Description

Levy For Fire Pension-Subject to Tax Cap \$ 852,739

Levy For Fire Pension-Not Capped Due To Impact of HB 599 \$ 11,670

Total Tax Levy For Fire Pension Fund: \$ 864,409

Section 13 - Bond and Interest Components

<u>Bond Issue</u>	<u>Levy Amount</u>
General Obligation Bond Issues	\$ 746,688

Section 14 - Copy of Ordinance to be filed with County Clerk

The Village Attorney shall transmit to and file a certified copy of this Ordinance with the County Clerk of Cook County, Illinois.

Section 15 - Partial Invalidity

If any item or portion of this Ordinance is for any reason held invalid, such decision shall not affect the validity of remaining portions of this Ordinance.

Section 16 - Effective Date

This Ordinance shall be in full force and effect in ten (10) days from and after its passage, approval, and publication as provided by law.

PASSED and APPROVED this 10th day of December, 2024

Richard Hofeld, Village President

ATTEST:

Marilyn Thomas, Village Clerk

- AYES:
- NAYS:
- ABSTENTIONS:
- ABSENCES:

ORDINANCE M - 2328

**AN ORDINANCE INCREASING
THE 2024 STREET AND BRIDGE TAX LEVY
IN THE VILLAGE OF HOMEWOOD, COOK COUNTY, ILLINOIS**

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

An Ordinance increasing the 2024 Street and Bridge Tax Levy be and is adopted as follows:

SECTION 1 – INCREASED LEVY:

An additional tax for Street and Bridge purposes in the amount of .04 percent of the value, as equalized or assessed by the Department of Local Government Affairs, of all the taxable property within the Village of Homewood is hereby ordered levied in accordance with Section 11-81-2 of the Illinois Municipal Code.

SECTION 2 – AUTHORITY:

The additional tax to be levied as set forth in Section One above shall be in addition to the .06 percent of the value as equalized or assessed by the Department of Local Government Affairs of all the taxable property within the Village of Homewood also authorized by Section 65 ILCS 5/11 81-2.

SECTION 3 – FILING:

The Village Clerk shall transmit to and file a certified copy of this Ordinance with the County Clerk of Cook County, Illinois.

PASSED and APPROVED this 10th day of December 2024.

Village President

ATTEST:

Village Clerk

AYES: _____ NAYS: _____ ABSTENTIONS: _____ ABSENCES: _____

ORDINANCE NO. M - 2329

AN ORDINANCE DIRECTING THE COOK COUNTY CLERK TO REDUCE THE VILLAGE OF HOMEWOOD’S 2024 LEVY, IF NECESSARY, TO COMPLY WITH THE PROPERTY TAX EXTENSION LIMITATION LAW

WHEREAS, Public Act 89-1 passed by the Illinois General Assembly subjects the Village of Homewood’s 2024 real estate tax levy to the Property Tax Extension Limitation Law;

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

SECTION ONE – DIRECTION TO COUNTY CLERK

The Cook County Clerk is hereby directed to reduce, if necessary, the following portions of the Village of Homewood’s 2024 real estate tax levy in order to comply with the Property Tax Extension Limitation Law. Any required reduction shall be made proportionally to each of the following levies:

- | | | |
|----------------------------------|---------------------|-----------------|
| Corporate | Police Protection | Fire Protection |
| Police Pension | Social Security | Street & Bridge |
| Fire Pension-subject to tax caps | Auditing | Crossing Guards |
| I.M.R.F. | Liability Insurance | |

SECTION TWO – FILING WITH COUNTY CLERK

The Village Attorney is hereby directed to file a copy of this Ordinance with the Cook County Clerk’s Office, Tax Extension Division.

SECTION THREE – EFFECTIVE DATE

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

PASSED and APPROVED this 10th day of December 2024.

Village President

ATTEST:

Village Clerk

AYES: _____ NAYS: _____ ABSTENTIONS: _____ ABSENCES: _____



BOARD AGENDA MEMORANDUM

DATE OF MEETING: December 10, 2024

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Amy Zukowski, Director of Finance

Topic: Five-Year Capital Improvement Plan

PURPOSE

In April 2024, during the Fiscal Year 2024-2025 budget discussion and approval, Village staff presented a Five-Year Capital Improvement Plan (CIP). Since then, staff has been working under a capital mindset and have identified further capital needs. The Board is requested to review and discuss the updated Five-Year Capital Improvement Plan and approve a transfer of \$2,300,000 from the General Fund Unassigned Reserves available to the General Capital Fund to assist the Village in completing capital projects.

PROCESS

What is a Capital Improvement Plan (CIP)?

A capital improvement plan (CIP) lays out the financing and timing for capital improvement projects over several years. Capital improvement planning helps bridge the gap between the planning process and the budget process. It helps local government leaders plan for the future based on specific goals and resources.

A capital improvement plan is a working document that should be reviewed and updated annually to reflect changing needs, priorities, and funding opportunities. It helps a municipality anticipate needs rather than reacting in the moment. It allows time for staff to get the necessary resources in place gradually, and can put the community in a position to quickly take advantage of federal or State programs and opportunities.

Five-Year Capital Improvement Plan (CIP)

The goal of a Five-Year Capital Improvement Plan is to establish a plan that outlines the capital needs of each department while also identifying the resources and processes necessary to fund these capital needs. Utilizing a Five-Year CIP helps staff to organize, budget, and make decisions when discussing capital projects. A Five-Year CIP provides a dynamic template that can be reviewed and updated throughout the fiscal year.



The first year of the Capital Improvement Plan will be approved by the Board as part of the annual budget process and will serve as the capital budget for the next fiscal year. The subsequent (4) four years are to be used for planning and forecasting, and may change as needs evolve.

Capital Challenges

The biggest challenge Homewood faces when it comes to capital projects is identifying a funding source. Currently, the Village is limited in funding sources available. Historically, the Village has issued general obligation bonds, transferred funds from available reserves, utilized water and sewer fund reserves, and taken advantage of grant funds available and received for capital purchases and projects.

The current Five-Year CIP as presented reflects nearly **\$61M** in total projects. By continuing under the same capital funding practice, critical capital needs will continue to be deferred to future years. When projects are delayed, they often end up costing more in the long run due to the need for more extensive and expensive repairs, coupled with increases in material and labor costs due to inflation.

It is necessary to consider additional funding alternatives in order to meet the infrastructure and equipment needs of the Village going forward. Some of the alternatives may be going to referendum to cover high priority capital needs, considering loan programs, or issuing alternate revenue bonds.

Current Funding Sources and Capital Needs

Staff estimates that there is approximately \$3.6M available to fund General Capital Projects over the next two and a half years. This funding comes from two sources; the most recent 2024 General Obligation Bond issuance, and the general capital funds that were approved by the Board and transferred in December 2023 from the General Fund's unassigned reserves.

As the Five-Year Capital Improvement Plan was initially put together, the FY 2025-2026 (Year 1) general capital total was \$14M. The capital needs far outweigh the funding available and staff was required to review, assess, and delay many of the projects by two to three years.

Other funding currently available for capital projects are in Water & Sewer Fund, Motor Fuel Tax funds, and known and potential grant funds.

Water & Sewer Capital

The Village's Water and Sewer capital fund will be feeling the weight of a number of significant capital projects that will need to be funded in the near future. The largest project ever undertaken by the Village will be the Lead Service Line Replacement project. The current



estimate is a cost of approximately \$76M over 10 years. The Lead Service Line Replacement project will require multiple funding sources that will be discussed with the Board of Trustees.

Motor Fuel Tax Funds

Motor Fuel Tax Funds have been used to fund the Village’s street program, which has included patching and resurfacing. The fund is also used to purchase the Village’s salt needs for the fiscal year. The Village has been utilizing a street patching program, but it will be necessary to find a funding source in order to begin resurfacing Village streets.

Grants

The Village is always looking for grants that may be available for capital projects and purchases. The grants may be federal, State, local, or private grants. Often, there is a matching portion to the grant that the Village will need to fund.

Additional Funding Available Now

Staff is requesting the Board approve a transfer of \$2.3M from the General Fund Unassigned Reserves available to the General Capital Fund. This would allow the Village to complete nearly \$5M in capital projects over the next **two** years if no other funding sources are made available to utilize.

The \$2.3M is available because there is more than the required five (5) months of reserves available in the General Fund as shown through the Village’s Fiscal Year 2023-2024 audit results. In September 2024, the Board of Trustees approved an update to the General Fund Reserve Balance policy, increasing the minimum reserve balance from four (4) to five (5) months of operating expenditures. As part of the policy update, priorities were established should the balance be more than the five (5) month minimum. The number one priority is to fund capital projects.

OUTCOME

By continuing to utilize a Five-Year Capital Improvement Plan, the Village will have an important planning and fiscal management tool that can be revised on a regular basis to continually reflect the needs and resources available.

Based on upcoming infrastructure needs, such as a Village-wide street improvement program and the Lead Service Line Replacement program, alternative capital project funding sources will need to be discussed with the Board in the coming months.

FINANCIAL IMPACT

N/A



LEGAL REVIEW

Not required

RECOMMENDED BOARD ACTION

Discuss the Five-Year Capital Improvement Plan as presented and approve the transfer of one month of operating expenses in the amount of \$2,300,000 from the General Fund unassigned fund balance (Fund 01) to the Capital Projects Fund (Fund 37).

ATTACHMENT(S)

Five-Year Capital Improvement Plan

**Five-Year Capital Improvement Plan
As of December 10, 2024**

GENERAL CAPITAL	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year
Project Description	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Information Technology Switches Upgrade	\$ 20,000				
Flower Pots (CBD & Harwood Metra House)	\$ 20,000				
Fleet Air Compressor	\$ 25,000				
Municipal Service Center Fence Replacement	\$ 28,600				
Village Hall Tuckpointing	\$ 29,000				
Access Control System	\$ 30,000				
Event Infrastructure (tables, chairs, storage dollies, generator cables & spider boxes)	\$ 35,240	\$ 28,000			
Ruggedized Laptops for PD/MDTs	\$ 40,000	\$ 40,000			
Chayes Park Drive - Culvert Replacement Engineering	\$ 45,000				
Police & Fire Department Plumbing Replacement (Old Cast Iron to PVC Pipe)	\$ 45,000				
Railroad Platform Rehab (structure masonry repair and landscaping)	\$ 45,000				
Ridge Road Storm Sewer Design - Ashland to Center	\$ 47,500				
Brick Paver Correction Program	\$ 50,000	\$ 50,000	\$ 50,000		
Village Hall Servers	\$ 50,000				
Stormwater Study/Compliance and Stewardship	\$ 50,000				
Crosswalk Improvements - Downtown Homewood (per TOD Plan)	\$ 75,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Dixie Highway & Martin Avenue Tree Grate Replacement	\$ 75,000				
Science Center - Sprinkler System (remaining payment)	\$ 94,452				
Village-wide Camera Replacement/Improvements	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Police Department Range Updates	\$ 100,000				
Science Center - ADA for bathrooms & entryways	\$ 150,000	\$ 125,000			
Fire Department Cardiac Monitors	\$ 150,000				
Facility Hardening & Disaster Resiliency Implementation	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000
Geothermal Unit at Public Safety Buildings	\$ 250,000				
Vehicle and Equipment Replacements	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 750,000	\$ 750,000
Police Department Training Room Enhancements		\$ 25,000			
Fuel Island Replacement (State Fire Marshall Mandated 2028)		\$ 50,000	\$ 1,000,000		
Updates to Village Website - ADA Mandates (04/2027 required completion date)		\$ 50,000			
Fire Department E-Tools (Extrication)		\$ 70,000			
Backup Building Generators at all Municipal Facilities		\$ 100,000	\$ 100,000	\$ 100,000	
183rd Street Reconfiguration		\$ 400,000			
Chayes Park Drive - Culvert Replacement (Stormwater)		\$ 400,000			

GENERAL CAPITAL (continued)	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year
Project Description	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Landscape & Maintenance Building Parking Lot			\$ 20,000		
Police Department Electric Room Update			\$ 25,000		
Martin Avenue Fire Pit Replacement			\$ 30,000		
Landscape & Maintenance Building Shop Floor Update			\$ 35,000		
Board Room A/V & Conference Technology Upgrade			\$ 40,000		
North Viaduct Retaining Wall Stabilization & Landscaping			\$ 47,500		
Fire Department Kitchen Cabinets			\$ 50,000		
Brian Carey Training Center "A Building" Tuckpointing (Fire Garage)			\$ 85,000		
Brian Carey Training Center "C Building" Renovations			\$ 100,000		
Public Works Garage Floor Rehab			\$ 100,000		
Vehicle Shelters for Police Department Vehicles			\$ 100,000		
Fire Department Window Replacements			\$ 100,000		
183rd Street/Center - Phase One Design Traffic Light			\$ 132,000		
Wayfinding Signage			\$ 200,000		
Ambulance 128 Replacement			\$ 400,000		
Village-Wide Road Improvement Program (resurfacing)			\$ 1,400,000	\$ 1,400,000	\$ 1,400,000
GIS Box Software				\$ 20,000	
Brian Carey Training Center A/V & Conference Technology Upgrade				\$ 25,000	
Concrete Security Planters (Utilize as Road Closures for Events)				\$ 25,000	
EOC and Disaster Mitigation Upgrades/Installations - Brian Carey Training Center				\$ 50,000	\$ 50,000
Cloud Document Storage				\$ 50,000	
Police Department Women's Locker Room Renovation				\$ 50,000	
Laundry Room Upgrade (MSC & L&M)				\$ 55,000	
Tower Park Greenhouse & Community Garden Improvements				\$ 65,000	\$ 25,000
Public Works Elevator/Lobby Renovation				\$ 300,000	
Fire Engine 128 Replacement				\$ 1,385,000	
Speaker System for Downtown Area					\$ 30,000
Salt Dome Replacement					\$ 925,000
TOTAL GENERAL CAPITAL BY FISCAL YEAR	\$ 2,729,792	\$ 2,663,000	\$ 5,339,500	\$ 4,600,000	\$ 3,505,000

WATER SEWER CAPITAL	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year
Project Description	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
HVAC Upgrades at Water Plant 1	\$ 40,000				
Sanitary Slip Lining	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Upgrade PLCs and Radios at all Stations	\$ 126,000	\$ 132,300	\$ 138,900	\$ 145,900	\$ 153,195
Vehicle Replacements	\$ 303,000	\$ 300,000	\$ 400,000	\$ 705,000	\$ 750,000
West Side Tank Painting	\$ 472,500				
Watermain Idlewild - Dixie to Ashland	\$ 1,480,300				
Lead Service Line Replacement	\$ 3,427,800	\$ 3,661,400	\$ 3,917,600	\$ 4,093,900	\$ 4,290,100
HVAC Upgrades at Water Plant 2		\$ 35,000			
Watermain Spruce - Dixmoor to Golfview		\$ 1,048,100			
Central Water Tower Replacement		\$ 5,622,800	\$ 115,800		
Watermain Cherrywood - Sailfish to Tarpon			\$ 1,089,600		
183rd & Kedzie Pressure Control Valves				\$ 364,700	
Watermain Cherrywood - Virginia to Debra				\$ 1,407,000	
East Side Tank Painting					\$ 446,700
Watermain Dundee - 175th Street to Hawthorne					\$ 880,700
TOTAL WATER & SEWER CAPITAL BY FISCAL YEAR	\$ 5,899,600	\$ 10,849,600	\$ 5,711,900	\$ 6,766,500	\$ 6,570,695
GRANT FUNDED CAPITAL					
Park Avenue Metra Lot Resurfacing & Lighting for both Metra Lots (Potential RDMS Grant)	\$ 30,000	\$ 60,000	\$ 60,000		
Ashland Ave - Sidewalk/Stormwater Project (IDOT Grant)	\$ 40,000				
Auditorium Renovation (DCEO State Grant Funds)	\$ 1,481,500				
Ridge Road Storm Sewer - Ashland to Center (potential grant funds through Will Davis' office)		\$ 728,000			
TOTAL GRANT FUNDED CAPITAL BY FISCAL YEAR	\$ 1,551,500	\$ 788,000	\$ 60,000	\$ -	\$ -
MOTOR FUEL TAX (MFT) FUND CAPITAL					
MFT General Maintenance (Patching Program & Salt Purchase)	\$ 750,000	\$ 750,000	\$ 750,000	\$ 750,000	\$ 750,000
TOTAL MFT CAPITAL BY FISCAL YEAR	\$ 750,000	\$ 750,000	\$ 750,000	\$ 750,000	\$ 750,000
TOTAL ALL CAPITAL BY FISCAL YEAR	\$ 10,930,892	\$ 15,050,600	\$ 11,861,400	\$ 12,116,500	\$ 10,825,695