

MEETING AGENDA



Board of Trustees Meeting

Village of Homewood

January 09, 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 of the regular meeting of the Board of Trustees held on December 19, 2023.

6. Hear from the Audience

7. Claims List:

Consider a motion to approve the Claims List of Tuesday, January 9, 2024 in the amount of \$2,454,980.91.

8. Meet Your Merchants

9. Oaths of Office: The Village Clerk will administer the oath of office to:

Officer Peyton Nigro for the position of Police Officer.

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

- A. R-3171/Redevelopment Agreement Assignment/HCF Homewood, LLC: Pass a resolution approving the assignment of a redevelopment agreement and TIF note proceeds to CoVantage Credit Union of New Lenox, IL to secure a long-term real estate loan given to HCF Homewood, LLC.
- B. Agreement/Subrecipient Grant/Cook County: Authorize the Village President to enter into a Subrecipient Grant Agreement with Cook County for sidewalk replacement/installation, drainage, and crosswalk implementation as part of the Ashland Avenue sidewalk improvement project for a funded amount of \$80,000.
- C. R-3172/Illinois Department of Transportation: Pass a resolution for the Village to obtain permits from the Illinois Department of Transportation (IDOT) to perform work within the

IDOT right-of-way throughout calendar year 2023 to the end of December 2024 in accordance with State requirements.

- D. R-3173/Motor Fuel Tax Funds: Pass a resolution appropriating \$86,000 of Motor Fuel Tax Funds for the purpose of maintaining streets and highways under the applicable provisions of the Illinois Highway Code.
- E. M-2277/Proposed 183rd West - Tax Increment Financing District: Pass an ordinance convening a joint review board and calling a public hearing for the proposed 183rd West - Tax Increment Financing (TIF) Redevelopment Project Area Plan, the designation of the 183rd West - TIF Redevelopment Project Area, and the adoption of tax increment allocation funding.
- F. Annual Report/Ethics Commission: Accept the 2023 Annual Report for the Ethics Commission.
- G. Annual Report/Foreign Fire Tax Insurance Board: Accept the 2023 Annual Report for the Foreign Fire Tax Insurance Board.
- H. Annual Report/Appearance Commission: Accept the 2023 Annual Report for the Appearance Commission.
- I. Annual Report/Planning and Zoning Commission: Accept the 2023 Annual Report for the Planning and Zoning Commission.
- J. Annual Report/Beautification Committee: Accept the 2023 Annual Report for the Beautification Committee.
- K. Annual Report/Tree Committee: Accept the 2023 Annual Report for the Tree Committee.

11. General Board Discussion

12. Executive Session: Consider a motion to enter into executive session to discuss the following:

Purchase or lease of real property under 5 ILCS 120/2(c)(5).

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

VILLAGE OF HOMEWOOD
REGULAR BOARD MEETING
TUESDAY, DECEMBER 19, 2023
VILLAGE HALL BOARD ROOM

CALL TO ORDER: President Hofeld called the meeting to order at 7:00 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 Anne Colton, Trustee Vivian Harris-Jones, Trustee Jay Heiferman and Trustee Lauren Roman.

STAFF PRESENT: Village Manager Napoleon Haney, Village Attorney Christopher Cummings, Police Chief Denise McGrath, Fire Chief Bob Grabowski, Director of Finance Amy Zukowski, Director of Community and Economic Development Angela Mesaros, Assistant Village Manager Tyler Hall.

MINUTES: The board meeting minutes of December 12, 2023, and the minutes from the December 12, 2023 truth in taxation public hearing on the 2023 levy were presented. There were no comments or corrections from the trustees.

A motion to approve both sets of minutes was made by Trustee Willis and seconded by Trustee Harris-Jones to approve the minutes as presented.

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

APPOINTMENTS: President Hofeld asked the Trustees to approve the appointment of Allisa Opyd to fill a vacant Trustee position through May 13, 2025; Phillip Mason to serve as treasurer; Christine Banks to serve on the Appearance Commission for a three-year term ending December 19, 2026.

A motion was made by Trustee Colton and seconded by Trustee Heiferman to approve the appointments.

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

Cook County Circuit Court Judge Barbara Dawkins administered the oath of office to Trustee Opyd, Treasurer Mason and Appearance Commission member Christine Banks.

HEAR FROM THE AUDIENCE: President Hofeld asked for comments from the audience on any subject not on the agenda. No comments were offered.

OLD BUSINESS: On the need to purchase materials as they relate to the Southgate TIF area, the board is asked to consider a motion to waive competitive bidding 1) based on the utilization of existing contracted vendors to purchase material that has been bid competitively for other projects; 2) based on a joint government or cooperative purchasing program; 3) based on equipment standardization.

The board is also asked to approve the purchase of materials and equipment for safety enhancements and improvements for the Terrace Road parking lot and the Southgate TIF area listed on the Southgate TIF Expenditures (below) for a combined cost not to exceed \$126,647.75.

Southgate TIF Expenditures

Terrace Road Parking Lot/Storm Sewer Improvement Materials

Quantity	Item Description	Total Cost	Vendor	Board Meeting Date
1 Pallet	Mortar Mix	\$ 546.00	C & M Pipe	12/12/2023
1 Pallet	Underground Mortar Mix	\$ 882.00	C & M Pipe	12/12/2023
140 Feet	10 inch ABS Pipe	\$ 1,311.80	Core& Main	12/12/2023
175 Tons	Stone CA-6	\$ 2,353.75	Shipley	12/12/2023
320 Feet	18 inch ABS Pipe	\$ 6,182.40	Core& Main	12/12/2023
405 Tons	Stone CA-7	\$ 7,188.75	Shipley	12/12/2023
7	Manhole,Inlet,CB,Frames	\$ 11,015.00	Great Lakes Concrete	12/12/2023
290 Tons	Stone IDOT RR 3	\$ 12,542.50	Shipley	12/12/2023
2	Deco Roadway Pole Comp	\$ 26,178.20	Crescent Electric	12/12/2023
12%	Contingency	\$ 5,043.00		12/12/2023
		<u>\$ 73,243.40</u>		

Fencing/Posts/Street Light Poles and Additional Material

Quantity	Item Description	Total Cost	Vendor	Board Meeting Date
	Fence Panel Screws	\$ 158.96	Menards	12/19/2023
24	Manhole Ring Sealant	\$ 500.00	Sealgaurd	12/19/2023
	Fence Paint & Supplies	\$ 1,211.56	Sherwin-Williams	12/19/2023
350	Fence Panels 1.5 x 8 x 12	\$ 5,980.66	Menards	12/19/2023
91	Fence Posts - H-Beam x 8	\$ 8,940.46	ALRO	12/19/2023
1	Deco Roadway Pole Comp	\$ 13,089.00	Crescent Electric	12/19/2023
1	Deco Roadway Pole Comp	\$ 13,089.00	Crescent Electric	12/19/2023
	Additional Contingency	\$ 2,016.76		12/19/2023
		<u>\$ 44,986.40</u>		

Southgate TIF Public Safety Enhancements

Quantity	Item Description	Total Cost	Vendor	Board Meeting Date
2	Radar Speed Message Board	\$ 33,514.46	Federal Contractors Corp.	12/19/2023
2	Flock Cameras	\$ 30,800.00	Flock Group Inc.	12/19/2023
7	Parking lot cameras	\$ 17,346.89	Complex Network Solutions	12/19/2023
		<u>\$ 81,661.35</u>		

	<i>Dec. 12th expenditures</i>	\$	73,243.40
Total Expenditures	<i>Dec. 19th expenditures</i>	\$	126,647.75
*Estimated Balance Remaining in TIF		\$	<u>199,891.15</u>

Trustee Colton offered her thanks to Village staff for their outstanding work on these projects, and Trustee Heiferman said the move to purchase the equipment and do the work in-house was very progressive. President Hofeld said these projects all relate to safety and are a great way to close out the Southgate TIF.

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

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

GENERAL BOARD DISCUSSION: Trustees welcomed Trustee Opyd to the Board. Trustee Colton welcomed Trustee Opyd and said she knows the new Trustee was a great choice, however the selection process could be different. She wants to see openings posted to give others an opportunity to serve.

Trustee Opyd said it's an honor to serve and work with an incredible staff. President Hofeld said he was delighted to have Opyd on the Board. She has shared her talents with the Village in various capacities in the past and now she will serve on the Village Board.

Trustees also wished everyone "Happy Holidays" and safe travels over the holiday season.

ADJOURN: A motion was made by Trustee Willis and seconded by Trustee Roman to adjourn the regular meeting.

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

The meeting adjourned at 7:15 p.m.

Respectfully submitted,

Marilyn Thomas

Village Clerk

Name	Description	DEPARTMENT	Net Invoice Amount
AMAZON CAPITAL SERVICES IN	SHIPPING CHARGE	MANAGER'S OFFICE	6.99
AMAZON CAPITAL SERVICES IN	ENGAGEMENT	MANAGER'S OFFICE	113.52
AMAZON CAPITAL SERVICES IN	SCANNER FOR PW MECHANICS	MANAGER'S OFFICE	540.60
Total AMAZON CAPITAL SERVICES INC:			661.11
ANTONIA STEINMILLER	REIMBURSEMENT	MANAGER'S OFFICE	84.00
Total ANTONIA STEINMILLER:			84.00
ARAMARK UNIFORM SERVICE	DECEMBER 2023	PUBLIC WORKS	73.36
ARAMARK UNIFORM SERVICE	DECEMBER 2023	PUBLIC WORKS	73.36
ARAMARK UNIFORM SERVICE	DECEMBER 2023	PUBLIC WORKS	106.40
ARAMARK UNIFORM SERVICE	DECEMBER 2023	PUBLIC WORKS	208.64
ARAMARK UNIFORM SERVICE	DECEMBER 2023	PUBLIC WORKS	370.60
ARAMARK UNIFORM SERVICE	DECEMBER 2023	PUBLIC WORKS	114.36
ARAMARK UNIFORM SERVICE	DECEMBER 2023	PUBLIC WORKS	1,782.48
ARAMARK UNIFORM SERVICE	DECEMBER 2023	PUBLIC WORKS	311.00
Total ARAMARK UNIFORM SERVICE:			3,040.20
ASC INDUSTRIES	STORMWATER	PUBLIC WORKS	423.99
Total ASC INDUSTRIES:			423.99
BRIAN HANKEY (HSA)	SEMI-ANNUAL VILLAGE HSA CONTRIBUTION	ASSETS	500.00
Total BRIAN HANKEY (HSA):			500.00
CENTRAL SWEEPING OF ILLIN	STREET SWEEPING	PUBLIC WORKS	8,797.00
CENTRAL SWEEPING OF ILLIN	RESIDENTIAL FIRST FALL	PUBLIC WORKS	8,797.80
Total CENTRAL SWEEPING OF ILLINOIS LLC:			17,594.80
CHANDLER SERVICES INC	MAINTENANCE AGREEMENT - FD	FIRE DEPARTMENT	3,275.91
CHANDLER SERVICES INC	MAINTENANCE AGREEMENT - FD	FIRE DEPARTMENT	1,162.70
Total CHANDLER SERVICES INC:			4,438.61
CHARLENE DYER	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	296.19
Total CHARLENE DYER:			296.19
CHEVROLET OF HOMEWOOD	L&M REPAIR PARTS	PUBLIC WORKS	6.02
Total CHEVROLET OF HOMEWOOD:			6.02
CHRISTOPHER J CUMMINGS P	PROSECUTIONS	MANAGER'S OFFICE	1,760.00
CHRISTOPHER J CUMMINGS P	GENERAL LEGAL	MANAGER'S OFFICE	11,489.05
CHRISTOPHER J CUMMINGS P	NE TIF GENERAL LEGAL	PUBLIC WORKS	576.92
CHRISTOPHER J CUMMINGS P	SW CBD TIF LEGAL EXPENSE	PUBLIC WORKS	240.39
CHRISTOPHER J CUMMINGS P	DOWNTOWN TOD GENERAL LEGAL EXPENSES	EXPENSES	240.39
CHRISTOPHER J CUMMINGS P	WATER - GENERAL LEGAL	PUBLIC WORKS	576.92
Total CHRISTOPHER J CUMMINGS PC:			14,883.67
CITY OF CHICAGO HEIGHTS	WATER PURCHASED 11/1/2023-11/30/2023	PUBLIC WORKS	101,179.75

Name	Description	DEPARTMENT	Net Invoice Amount
CITY OF CHICAGO HEIGHTS	WATER PURCHASED 11/1/2023-11/30/2023	PUBLIC WORKS	160,118.15
Total CITY OF CHICAGO HEIGHTS:			261,297.90
COMCAST	MONTHLY TELEPHONE SERVICE ALL LINES	MANAGER'S OFFICE	428.05
Total COMCAST:			428.05
CONCENTRIC INTEGRATION	SPIN UP NEW SERVER FOR AD SYNC CLIENT	MANAGER'S OFFICE	832.50
CONCENTRIC INTEGRATION	IT SUPPORT SERVICES AD SYNC	MANAGER'S OFFICE	247.50
Total CONCENTRIC INTEGRATION:			1,080.00
D CONSTRUCTION INC	LINCOLN WATER MAIN PROJECT	PUBLIC WORKS	7,031.03
D CONSTRUCTION INC	ASPHALT	PUBLIC WORKS	730.08
Total D CONSTRUCTION INC:			7,761.11
DANA ROBINSON	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	119.20
Total DANA ROBINSON:			119.20
DANIEL UHLMANN - HSA CONT	SEMI-ANNUAL VILLAGE HSA CONTRIBUTION	ASSETS	500.00
Total DANIEL UHLMANN - HSA CONTRIBUTION:			500.00
DARLENE LEONARD (HSA	SEMI-ANNUAL VILLAGE HSA CONTRIBUTION	ASSETS	500.00
Total DARLENE LEONARD (HSA:			500.00
DAVID VITOLKA (HSA)	SEMI-ANNUAL VILLAGE HSA CONTRIBUTION	ASSETS	1,500.00
Total DAVID VITOLKA (HSA):			1,500.00
DMC SECURITY SERVICES INC	ALARM REPAIR	PUBLIC WORKS	200.00
DMC SECURITY SERVICES INC	ALARM REPAIR	PUBLIC WORKS	95.00
DMC SECURITY SERVICES INC	ALARM REPAIR	PUBLIC WORKS	293.00
DMC SECURITY SERVICES INC	ALARM REPAIR	PUBLIC WORKS	205.00
Total DMC SECURITY SERVICES INC:			793.00
EBERT JANICE	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	285.53
Total EBERT JANICE:			285.53
E-COM	FY 23/24 - FEB 24-MAR 24-APR 24 OPERATING	POLICE DEPARTMENT	44,653.51
Total E-COM:			44,653.51
EXPERT CHEMICAL	DISPOSABLE COMMODITIES	PUBLIC WORKS	506.13
EXPERT CHEMICAL	DISPOSABLE COMMODITIES	PUBLIC WORKS	544.48
EXPERT CHEMICAL	DISPOSABLE COMMODITIES	PUBLIC WORKS	648.62
Total EXPERT CHEMICAL:			1,699.23
GALLAGHER ASHPHALT CORP	2023 MFT STREET PATCHING PHASE 2 FINAL INVOICE	PUBLIC WORKS	406,250.00
GALLAGHER ASHPHALT CORP	2023 MFT STREET PATCHING PHASE 2 FINAL INVOICE	PUBLIC WORKS	13,000.00

Name	Description	DEPARTMENT	Net Invoice Amount
Total GALLAGHER ASHPHALT CORP:			419,250.00
GALLAGHER MATERIALS	ASPHALT	PUBLIC WORKS	414.00
GALLAGHER MATERIALS	ASPHALT	PUBLIC WORKS	414.00
GALLAGHER MATERIALS	ASPHALT	PUBLIC WORKS	246.00
Total GALLAGHER MATERIALS:			1,074.00
HOME CLEANING CENTER OF	BCTC CLEANING	FIRE DEPARTMENT	300.00
Total HOME CLEANING CENTER OF AM:			300.00
HOMEWOOD DISPOSAL	STREET SWEEPING	PUBLIC WORKS	10,572.80
HOMEWOOD DISPOSAL	LEAF COLLECTION PROGRAM	PUBLIC WORKS	28,779.00
HOMEWOOD DISPOSAL	STREET SWEEPING	PUBLIC WORKS	3,171.00
Total HOMEWOOD DISPOSAL:			42,522.80
HY TEST SAFETY SHOE SERVI	WORK BOOTS	PUBLIC WORKS	423.98
Total HY TEST SAFETY SHOE SERVICE:			423.98
ILLIANA BOARD UP	PROPERTY SECURING	FIRE DEPARTMENT	680.00
Total ILLIANA BOARD UP:			680.00
IPBC	JANUARY INSURANCE PREMIUM	MANAGER'S OFFICE	1,604.89
IPBC	JANUARY INSURANCE PREMIUM	MANAGER'S OFFICE	2,936.94
IPBC	JANUARY INSURANCE PREMIUM	MANAGER'S OFFICE	5.32
IPBC	JANUARY INSURANCE PREMIUM	MANAGER'S OFFICE	1,914.66
IPBC	JANUARY INSURANCE PREMIUM	MANAGER'S OFFICE	1,978.58
IPBC	JANUARY INSURANCE PREMIUM	MANAGER'S OFFICE	971.36
IPBC	JANUARY INSURANCE PREMIUM	PUBLIC WORKS	1,161.32
IPBC	JANUARY INSURANCE PREMIUM	PUBLIC WORKS	6,396.63
IPBC	JANUARY INSURANCE PREMIUM	PUBLIC WORKS	2,782.10
IPBC	JANUARY INSURANCE PREMIUM	PUBLIC WORKS	5,048.11
IPBC	JANUARY INSURANCE PREMIUM	PUBLIC WORKS	2,565.42
IPBC	JANUARY INSURANCE PREMIUM	PUBLIC WORKS	1,243.76
IPBC	JANUARY INSURANCE PREMIUM	PUBLIC WORKS	4,034.81
IPBC	JANUARY INSURANCE PREMIUM	PUBLIC WORKS	6,929.79
IPBC	JANUARY INSURANCE PREMIUM	PUBLIC WORKS	7,369.51
IPBC	JANUARY INSURANCE PREMIUM	FIRE DEPARTMENT	29,746.11
IPBC	JANUARY INSURANCE PREMIUM	FIRE DEPARTMENT	6,065.48
IPBC	JANUARY INSURANCE PREMIUM	FIRE DEPARTMENT	2,780.58
IPBC	JANUARY INSURANCE PREMIUM	POLICE DEPARTMENT	50,093.28
IPBC	JANUARY INSURANCE PREMIUM	POLICE DEPARTMENT	15,598.27
IPBC	JANUARY INSURANCE PREMIUM	POLICE DEPARTMENT	3,892.53
IPBC	JANUARY INSURANCE PREMIUM	POLICE DEPARTMENT	4,957.69
IPBC	JANUARY INSURANCE PREMIUM	MANAGER'S OFFICE	67,882.80
IPBC	JANUARY INSURANCE PREMIUM	PUBLIC WORKS	1,870.60
IPBC	JANUARY INSURANCE PREMIUM	PUBLIC WORKS	9,020.54
IPBC	JANUARY INSURANCE PREMIUM	PUBLIC WORKS	4,284.54
IPBC	JANUARY INSURANCE PREMIUM	PUBLIC WORKS	3,871.33
IPBC	JANUARY INSURANCE PREMIUM	PUBLIC WORKS	6,756.55
IPBC	JANUARY INSURANCE PREMIUM	MANAGER'S OFFICE	243.74

Name	Description	DEPARTMENT	Net Invoice Amount
Total IPBC:			254,007.24
IRMA	2024 ANNUAL CONTRIBUTION - IRMA	MANAGER'S OFFICE	905,998.00
IRMA	HOLIDAY LIGHTS LIQUOR LIABILITY COVERAGE	MANAGER'S OFFICE	150.00
Total IRMA:			906,148.00
JAMES ANDERSON (HSA)	SEMI-ANNUAL VILLAGE HSA CONTRIBUTION	ASSETS	1,500.00
Total JAMES ANDERSON (HSA):			1,500.00
JONES PARTS & SERVICE INC	WATER DEPT REPAIR PARTS	PUBLIC WORKS	19.62
JONES PARTS & SERVICE INC	WATER DEPT REPAIR PARTS	PUBLIC WORKS	19.62
Total JONES PARTS & SERVICE INC:			.00
JOSEPH HUPFER (HSA)	SEMI ANNUAL VILLAGE HSA CONTRIBUTION	ASSETS	500.00
Total JOSEPH HUPFER (HSA):			500.00
JOSHUA BURMAN (HSA)	SEMI ANNUAL VILLAGE HSA CONTRIBUTION	ASSETS	1,047.98
Total JOSHUA BURMAN (HSA):			1,047.98
KATHERINE BECKER - HSA CO	SEMI ANNUAL HSA VILLAGE CONTRIBUTION	ASSETS	500.00
Total KATHERINE BECKER - HSA CONTRIBUTION:			500.00
KEVIN WAKE (HSA)	SEMI-ANNUAL VILLAGE HSA CONTRIBUTION	ASSETS	1,500.00
Total KEVIN WAKE (HSA):			1,500.00
LAW OFFICES OF DENNIS G GI	ADMINISTRATIVE HEARING OFFICER	MANAGER'S OFFICE	555.00
Total LAW OFFICES OF DENNIS G GIANOPOLUS PC:			555.00
LOUISE PAVALON	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	784.80
Total LOUISE PAVALON:			784.80
LUMA BRIGHTER LEARNING	TRAINING	PUBLIC WORKS	198.00
Total LUMA BRIGHTER LEARNING:			198.00
M & J UNDERGROUND INC	PAY ESTIMATE #3 FOR MARLIN LN WATER MAIN	PUBLIC WORKS	374,080.05
Total M & J UNDERGROUND INC:			374,080.05
MAREN RONAN	LOBBYING SERVICES	MANAGER'S OFFICE	3,000.00
Total MAREN RONAN:			3,000.00
MELANIE HAMILTON	SEMI-ANNUAL VILLAGE HSA CONTRIBUTION	ASSETS	500.00
Total MELANIE HAMILTON:			500.00

Name	Description	DEPARTMENT	Net Invoice Amount
MENARDS INC	STREET SUPPLIES	PUBLIC WORKS	11.96
MENARDS INC	VEHICLE MAINT DEPT SUPPLIES	PUBLIC WORKS	7.98
Total MENARDS INC:			19.94
NANCY ADAMS - HSA	SEMI-ANNUAL VILLAGE HSA CONTRIBUTION	ASSETS	1,000.00
Total NANCY ADAMS - HSA:			1,000.00
NICOR	UTILITIES	PUBLIC WORKS	5,000.32
NICOR	UTILITIES	PUBLIC WORKS	430.04
NICOR	UTILITIES	PUBLIC WORKS	72.42
NICOR	UTILITIES	PUBLIC WORKS	538.19
Total NICOR:			6,040.97
NORTH EAST MULTI-REGIONAL	REPORT REVIEW AND APPROVAL FOR SUPERVISORS	POLICE DEPARTMENT	300.00
Total NORTH EAST MULTI-REGIONAL TRAINING:			300.00
PITNEY BOWES	POSTAGE METER RENTAL	MANAGER'S OFFICE	111.00
Total PITNEY BOWES:			111.00
RYAN LLC	KEDZIE GATEWAY TIF WORK		4,625.00
RYAN LLC	ANNUAL TIF REPORTS FOR STATE	PUBLIC WORKS	290.00
RYAN LLC	ANNUAL TIF REPORTS FOR STATE	PUBLIC WORKS	290.00
RYAN LLC	ANNUAL TIF REPORTS FOR STATE	EXPENSES	290.00
RYAN LLC	ANNUAL TIF REPORTS FOR STATE	PUBLIC WORKS	290.00
RYAN LLC	ANNUAL TIF REPORTS FOR STATE		145.00
Total RYAN LLC:			5,930.00
TERMINIX PROCESSING CNTR	PEST CONTROL SERVICE	PUBLIC WORKS	298.00
TERMINIX PROCESSING CNTR	PEST CONTROL SERVICE	PUBLIC WORKS	314.00
TERMINIX PROCESSING CNTR	PEST CONTROL SERVICE	PUBLIC WORKS	125.00
TERMINIX PROCESSING CNTR	PEST CONTROL SERVICE	PUBLIC WORKS	126.00
Total TERMINIX PROCESSING CNTR:			863.00
TYLER SWYNDROSKI (HSA)	SEMI-ANNUAL VILLAGE HSA CONTRIBUTION	ASSETS	500.00
Total TYLER SWYNDROSKI (HSA):			500.00
UNIVERSAL CONCRETE GRIND	SIDEWALK GRINDING OF TRIP HAZARDS INVOICE #1	PUBLIC WORKS	20,000.00
UNIVERSAL CONCRETE GRIND	SIDEWALK GRINDING OF TRIP HAZARDS INVOICE #1	PUBLIC WORKS	12,303.70
Total UNIVERSAL CONCRETE GRINDING:			32,303.70
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	FIRE DEPARTMENT	264.13
Total WAREHOUSE DIRECT OFFICE PDTS:			264.13
WEST SIDE TRACTOR SALES	STREET DEPT REPAIR PARTS	PUBLIC WORKS	6.20
Total WEST SIDE TRACTOR SALES:			6.20

Name	Description	DEPARTMENT	Net Invoice Amount
WINKLER SERVICES LLC	CYCLIC TRIM LIST 1	PUBLIC WORKS	13,064.00
WINKLER SERVICES LLC	CYCLIC TREE TRIMS	PUBLIC WORKS	12,880.00
WINKLER SERVICES LLC	CYCLIC TREE TRIMS	PUBLIC WORKS	10,580.00
Total WINKLER SERVICES LLC:			36,524.00
Grand Totals:			2,454,980.91

Dated: _____

Village Clerk: _____

VILLAGE OF HOMEWOOD



BOARD AGENDA MEMORANDUM

DATE OF MEETING: January 9, 2024

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Denise McGrath, Chief of Police

Topic: Oath of Office – Peyton Nigro – Police Officer

PURPOSE

Administer the oath of office to Officer Peyton Nigro for the position of Police Officer.

PROCESS

Peyton Nigro applied for the position of Police Officer through the Board of Fire and Police Commissioners' Police Officer Entry Level process. Through that process, the Fire & Police Commissioner's met on July 10, 2023 to consider issuing a conditional offer of employment following a review of the background reports. The Commissioners voted unanimously in favor of extending an offer of conditional employment, which is contingent upon the successful completion of polygraph, psychological, and medical exams.

Officer Nigro successfully completed all exams and subsequently attended the Cook County Sheriff's Basic Law Enforcement Police Training Academy which began on August 28, 2023. He graduated from the academy on December 14, 2023 and entered the Homewood Police Department Field Training Program.

Educational Background

Officer Nigro graduated from Lincoln-Way Central High School in New Lenox in 2018. He attended Concordia University in St. Paul, MN and St. Xavier University in Chicago and holds a Bachelor of Arts in Criminal Justice.

OUTCOME

Welcome Officer Nigro to the Police Department and Village.

FINANCIAL IMPACT

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

VILLAGE OF HOMEWOOD



LEGAL REVIEW

Not required

RECOMMENDED BOARD ACTION

Request the Village Clerk administer the Oath of Office to Officer Peyton Nigro for the position of Police Officer.

ATTACHMENT(S)

None



BOARD AGENDA MEMORANDUM

DATE OF MEETING: January 9, 2024

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Angela Mesaros, Director of Economic and Community Development

Topic: Hartford Building Development – Assignment of Agreement and TIF Note

PURPOSE

The Village of Homewood entered into a redevelopment agreement (RDA) on July 27, 2021, with HCF Homewood, LLC to develop the former Triumph Building into a mixed-use residential building. In February 2022, the Village approved the assignment of the Agreement and TIF Note to a construction loan institution (CNB Bank & Trust). The developer is currently in the process of securing a long-term real estate loan to pay off the construction loan. The real estate loan is with a different lending institution (Lender), CoVantage Credit Union, and once again requires that the RDA and its terms and conditions be assigned to the Lender to secure the developer's obligations to the lender.

PROCESS

The Village provided Tax Increment Financing incentives to the developer of the Hartford Building development. As a condition of the loan from the lending institution, the developer is required to assign the incentives to the lending institution. This assignment protects the lending institution and may ensure the proposed development is completed should the developer default on the loan. The key benefits related to the assignment are listed below.

- The bank cannot receive any of the redevelopment agreement benefits or payments unless the developer defaults on the loan for this project.
- Should the developer default on the loan, and the bank forecloses, the bank (or a subsequent owner) will only receive the Redevelopment Agreement benefits if they comply with the Developer's obligations under the Redevelopment Agreement.
- The Village and the Developer cannot amend the Redevelopment Agreement without the bank's permission.

OUTCOME

Upon approval of the attached resolution, should the borrower/developer default on its loan, the lending institution is allowed to receive the benefits (TIF incentives) that would have gone to the developer, provided the lending institution, or whoever acquired the property through foreclosure, etc., honors the original terms and conditions of the redevelopment agreement.

VILLAGE OF HOMEWOOD

Item 10. A.



FINANCIAL IMPACT

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

LEGAL REVIEW

Completed

RECOMMENDED BOARD ACTION

Pass a resolution approving the assignment of a redevelopment agreement and TIF note proceeds to CoVantage Credit Union of New Lenox, IL to secure a long-term real estate loan given to HCF Homewood, LLC.

ATTACHMENT(S)

- Resolution
- Assignment

RESOLUTION NO. R- 3171

A RESOLUTION APPROVING THE ASSIGNMENT OF A REDEVELOPMENT AGREEMENT AND TIF NOTE PROCEEDS TO CO VANTAGE CREDIT UNION. TO SECURE REAL ESTATE LOAN GIVEN TO HCF HOMEWOOD, LLC.

WHEREAS, the Village of Homewood (THE "Village") and HCF Homewood, LLC (the "Developer") have entered into a restated Redevelopment Agreement dated July 27, 2021 (the "Development Agreement"), for the construction of a mixed-use building on the southwest corner of Ridge Road and Martin; and

WHEREAS, under the Redevelopment Agreement, the Village has agreed to reimburse the Developer for up to \$7,000,000.00 of TIF-eligible costs; and

WHEREAS, the Developer and Co Vantage Credit Union (the "Lender") have entered into Loan Agreements granting the Developer a real estate loan as contemplated by the Redevelopment Agreement; and

WHEREAS, the Lender has required, as an express condition to extending Loans that (a) the Developer assign all of its rights under the Redevelopment Agreement to the Lender to secure the Developer's obligations to the Lender, and (b) the Village agree to certain other matters in the attached "Assignment of Redevelopment Agreement and TIF Note" attached to this resolution as Exhibit A.

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

SECTION ONE - APPROVAL OF ASSIGNMENT AGREEMENT:

The attached Assignment of Redevelopment Agreement and TIF Note is approved and the Village President is authorized to sign the document on behalf of the Village.

SECTION TWO - EFFECTIVE DATE:

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

PASSED and APPROVED this 9th day of January 2024.

By: _____
Village President

ATTEST:

Village Clerk

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

This instrument prepared by:

Adam R. Moreland
 CHUHAK & TECSON, P.C.
 120 S. Riverside Plaza, Suite 1700
 Chicago, Illinois 60606

Upon recording to
 be returned to:

CoVantage Credit Union
 1000 E. Lincoln Highway
 New Lenox, Illinois 60451
 Attention: Michael Liskiewicz

ASSIGNMENT OF REDEVELOPMENT AGREEMENT AND TIF NOTE

THIS ASSIGNMENT OF REDEVELOPMENT AGREEMENT AND TIF NOTE (this “**Agreement**”), is made and entered into as of the 21st day of December, 2023, by and among the VILLAGE OF HOMEWOOD, Cook County, Illinois, an Illinois municipal corporation (the “**Village**”), HCF HOMEWOOD, LLC, an Illinois limited liability company (the “**Developer**”), and COVANTAGE CREDIT UNION, its successors and assigns (the “**Lender**”).

WITNESSETH:

WHEREAS, Village and the Developer have entered into that certain First Restatement of the Redevelopment Agreement dated as of July 27, 2021 (the “**Development Agreement**”), pertaining to the development of a mixed-use building (the “**Improvements**”) on the property legally described on Exhibit A attached hereto and hereby made a part hereof (the “**Land**”, and, together with the Improvements, the “**Project**”); and

WHEREAS, pursuant to the Development Agreement, the Village is to execute those certain Village of Homewood Taxable Non-Recourse Subordinate Lien Tax Increment Revenue Note, Series 2021, in the aggregate principal amount of up to \$3,558,877.00 (collectively the “**TIF Notes**”) upon compliance with the terms and conditions of the Development Agreement; and

WHEREAS, pursuant to the Development Agreement, the Village has agreed to reimburse the Developer for costs eligible to be reimbursed in an amount up to \$7,000,000.00; and

WHEREAS, the Developer and the Lender have entered into that certain Loan Agreement dated as of December 21, 2023 (the “**Real Estate Loan Agreement**”), concerning the extension by the Lender to the Developer of a real estate loan in the original principal amount of \$8,288,000.00 (the “**Real Estate Loan**”); and

WHEREAS, the obligation of the Borrower to repay the Real Estate Loan is evidenced by that certain Note dated as of the date hereof (the “**Real Estate Note**”) in the original principal amount of \$8,288,000.00; and

WHEREAS, the Real Estate Note is secured by, among other things, that certain Mortgage dated as of December 21, 2023 (the “**Senior Mortgage**”), executed by the Developer in favor of the Lender; and

WHEREAS, the Developer and the Lender have entered into that certain Loan Agreement dated as of December 21, 2023 (the “**TIF Loan Agreement**” and together with the Real Estate Loan Agreement, the “**Loan Agreements**”), concerning the extension by the Lender to the Developer of a TIF loan in the original principal amount of \$712,000.00 (the “**TIF Loan**” and together with the Real Estate Loan, collectively, the “**Loans**”); and

WHEREAS, the obligation of the Borrower to repay the TIF Loan is evidenced by that certain Note dated as of the date hereof (the “**Lender TIF Note**” and together with the Real Estate Note, the “**Lender Notes**”) in the original principal amount of \$712,000.00; and

WHEREAS, the Lender TIF Note is secured by, among other things, that certain junior Mortgage dated as of December 31, 2023 (the “**Junior Mortgage**” and collectively with the Senior Mortgage, the “**Mortgages**”), executed by the Developer in favor of the Lender; and

WHEREAS, the Lender has required, as an express condition to extending Loans pursuant to the Loan Agreements (a) that the Developer assign all of its rights under the Development Agreement and the TIF Note to the Lender to secure the obligations of the Developer to the Lender under the Lender Notes, and (b) that the Village agrees to certain other matters, all as more fully contained herein.

NOW THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Developer hereby assigns to the Lender all of its right, title and interest under and pursuant to the Development Agreement and the TIF Note, when issued, including, but not limited to, the right to receive payments under the TIF Note to secure the Developer’s obligations under the Lender Notes and the Loan Agreements.

2. To perfect the Lender’s security interest in the TIF Note, upon satisfaction of all conditions under the Development Agreement to the issuance of the TIF Note, the Village shall endorse and issue the TIF Note directly to the Lender, and send the original thereof to the address set forth in Section 13 hereof.

3. The Developer hereby represents and warrants to the Lender that there have been no prior assignments of the Development Agreement or the TIF Note, that the Development Agreement is and the TIF Note will be valid enforceable agreements and that neither the Developer nor the Village is in default thereunder and that all covenants, conditions and agreements have been performed as required therein, except those not to be performed until after the date hereof. The Developer hereby agrees not to sell, assign, pledge, mortgage or otherwise transfer or encumber its interest in the Development Agreement or the TIF Note as long as this Agreement is in effect. The Developer hereby irrevocably constitutes and appoints the Lender as its attorney-in-fact to demand, receive and enforce the Developer’s rights with respect to the Development Agreement and the TIF Note for and on behalf of and in the name of the Developer

or, at the option of the Lender, in the name of the Lender, with the same force and effect as the Developer could do if this Agreement had not been made.

4. This Agreement shall constitute a perfected, absolute and present assignment, provided that the Lender shall have no right under this Agreement to enforce the provisions of the Development Agreement or the TIF Note or exercise any rights or remedies under this Agreement until an Event of Default (as defined in the Loan Agreement) shall occur and be continuing.

5. This Agreement constitutes a Security Agreement under the Uniform Commercial Code as adopted in the State of Illinois (“UCC”). Upon the occurrence of an Event of Default, the Lender may, without affecting any of its rights or remedies against the Developer under any other instrument, document or agreement, exercise its rights under this Agreement as the Developer’s attorney-in-fact in any manner permitted by law and in addition the Lender shall have the right to exercise and enforce any and all rights and remedies available after a default to a secured party under the UCC. If notice to the Developer of any intended disposition of collateral or of any intended action is required by law in any particular instance, such notice shall be commercially reasonable if given in writing at least ten (10) days prior to the intended disposition or other action. Any payments received by the Lender pursuant to the Redevelopment Agreement or TIF Note shall be applied by the Lender against amounts owed by the Developer under the Lender Notes and the Loan Agreements.

6. The Village hereby consents and agrees to the terms and conditions of this Agreement. The Village further represents to the Lender that the Development Agreement is, and upon issuance the TIF Note will be, valid agreements and that neither of the Village nor the Developer is in default thereunder and that all covenants, conditions and agreements have been performed as required therein, except those not to be performed until after the date hereof.

7. The Village hereby acknowledges that it has approved Project (as defined in the Development Agreement).

8. The Village hereby subordinates the Development Agreement to the Mortgages.

9. The Village agrees that the obligations of the Developer, and the rights of the Village, with respect to the construction and completion of the Project under the Development Agreement shall, in all respects, be subordinate to the rights of the Lender under the Mortgages.

10. The Village acknowledges and agrees that the rights of the Village with respect to the application of insurance proceeds are subordinate to the rights of the Lender under the Mortgages.

11. The Village hereby agrees to provide the Lender with copies of any notice of default given under the Development Agreement, and that the Lender shall have the right, but not the obligation, to cure any such default on behalf of the Developer within the time period specified in the Development Agreement.

12. The Village hereby approves the assignment by the Developer of its rights under the Development Agreement and the TIF Note to the Lender pursuant to the terms of this Agreement.

13. The parties hereto hereby agree that no change or amendment shall be made to the terms of the Development Agreement or the TIF Note without the prior written consent of the Lender.

14. The Village and the Developer acknowledge that the Lender is not a party to the Development Agreement, and the Lender shall not, by executing this Agreement or by exercising its rights and remedies hereunder or under the Mortgage or the Loan Agreement, incur any obligations of any kind or otherwise be or become liable to the Village or anyone, whether under the Development Agreement or otherwise; nor shall the Village, by executing this Agreement, incur any obligations of any kind or otherwise be or become liable to the Developer or the Lender or anyone, whether under the Mortgage, the Loan Agreement or otherwise.

15. The Village hereby represents to the Lender that the making, execution, delivery and performance of this Agreement by the Village has been authorized by all necessary action of the Village, and that this Agreement is the valid and binding obligation of the Village, enforceable against the Village and its respective successors and assigns in accordance with its terms.

16. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by certified mail, return receipt requested, postage prepaid, and addressed as indicated below. The Village, the Developer and the Lender may, by written notice by each to the others, designate any other address or addresses to which notices, certificates or other communications to them may be sent. Unless otherwise provided by the respective parties, all notices, certificates and communications to each of them shall be addressed as follows:

IF TO THE VILLAGE:

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

IF TO THE DEVELOPER:

HCF Homewood, LLC
Attn: Tim Flanagan and Robert Hansen
11001 W. McCarthy Road
Palos Park, Illinois 60464

IF TO THE LENDER:

CoVantage Credit Union
1000 E. Lincoln Highway
New Lenox, Illinois 60451
Attention: Michael Liskiewicz

17. The Village agrees that in the event the Lender, a transferee of the Lender, or a purchaser at foreclosure sale, acquires title to the Project pursuant to foreclosure, or a deed in lieu thereof, the Lender, transferee or purchaser shall not be bound by the terms and conditions of the Development Agreement. Further, the Village agrees that in the event the Lender, a transferee of the Lender or a purchaser at foreclosure sale acquires title to the Project pursuant to a foreclosure sale or a deed in lieu thereof, then the Lender, transferee or purchaser shall be entitled to all rights conferred upon the Developer under the Development Agreement and the TIF Note, provided that no condition of default exists and remains uncured beyond any applicable cure periods in the obligations of the Developer under the Development Agreement and provided such party complies with all requirements of the Developer under the Development Agreement.

18. This Agreement may be waived, modified, amended, terminated, or discharged only explicitly in a writing signed by the Lender. A waiver by the Lender shall be effective only in a specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Lender's rights or remedies hereunder. All rights and remedies of the Lender shall be cumulative and may be exercised singularly or concurrently, at the Lender's option, and any exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other.

19. No provision of this Agreement shall be deemed or construed to alter, amend or modify, in any way, the rights and remedies of the Village contained in the Development Agreement.

20. This Agreement shall be binding upon the Village, the Developer and the Lender and their respective successors and assigns and shall inure to the benefit of and may be enforced by the Lender and its successors and assigns, including the purchaser in any foreclosure sale or the transferee in any transfer in lieu of foreclosure of the Project.

21. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO ASSIGNMENT OF REDEVELOPMENT AGREEMENT AND TIF NOTE]

COVANTAGE CREDIT UNION

By: _____
Name: Michael Liskiewicz
Its: Vice president

STATE OF ILLINOIS)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me, by Michael Liskiewicz, the Vice President of CoVantage Credit Union, for and on behalf of CoVantage Credit Union.

IN WITNESS WHEREOF, I have set my hand and my official seal this ____ day of _____, 2023.

Notary Public

EXHIBIT A

PARCEL 1:

LOT 1 IN RIDGE-MARTIN SUBDIVISION, BEING A SUBDIVISION LOTS 9,10, 11 AND 12 IN BLOCK "A" IN THE VILLAGE OF HARTFORD, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 2021 AS DOCUMENT NO. 2109019017, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 2 EXCEPT THE SOUTH 19.00 FEET (AS MEASURED PARALLEL TO THE EAST LINE OF LOT 2) OF THE EAST 104.00 (AS MEASURED PARALLEL TO THE SOUTH LINE OF LOT 2) AND EXCEPT THE EAST 14.00 FEET (AS MEASURED PARALLEL TO THE SOUTH LINE OF LOT 2) OF THE SOUTH 35.00 FEET (AS MEASURED PARALLEL TO THE EAST LINE OF LOT 2) IN RIDGE-MARTIN SUBDIVISION, BEING A RESUBDIVISION OF LOTS 9, 10, 11 AND 12 IN BLOCK "A" IN THE VILLAGE OF HARTFORD, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 2021 AS DOCUMENT NUMBER 2109019017, IN COOK COUNTY, ILLINOIS.

PINs: 29-31-310-023-0000; and
29-31-310-024-0000

Commonly known as: 2033-2045 Ridge Road and 18042-18048 Martin, Avenue, Homewood, Illinois 60430



BOARD AGENDA MEMORANDUM

DATE OF MEETING: January 9, 2024

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: John D. Schaefer, Director of Public Works

Topic: Sidewalk Improvements – Cook County Subrecipient ARPA Grant Agreement for Sidewalk Flooding.

PURPOSE

Homewood made a request to Cook County for funding to improve sidewalks and mitigate the flooding of the sidewalks along the east and west side of Ashland Avenue from Maple Road north to the Canadian National Railroad’s U.S. Corporate Office and Training Facility (CNRR). Cook County has allocated approximately \$80,000 of their American Rescue Plan Act (ARPA) funding for the purpose of implementing design engineering and construction to correct the issue. The Village is required to enter into a “Subrecipient Agreement” with Cook County to receive the funding.

PROCESS

Public Works has needed to address several issues concerning sidewalks along the east and west side of Ashland Avenue from Maple Road north to the Canadian National Railroad’s U.S. Corporate Office and Training Facility (CNRR). There are no sidewalks on the west side of Ashland Avenue; and the existing sidewalk on the east side of Ashland Avenue holds water after rain events. The solution: Install drainage which requires the sidewalk to be raised. CNRR is also requesting to install a crosswalk for their employees crossing Ashland Avenue between the CNRR corporate offices and the training building. However, without sidewalks on both sides of Ashland Avenue, a crosswalk cannot be facilitated. With funding to complete the needed infrastructure improvements (drainage and raised sidewalks) the Village would be able to correct this longstanding issue and facilitate CNRR of installing a safe walk-zone for their employees.

Recently the Village of Homewood requested funding for sidewalk replacement and installation on this portion of the County roadway (Ashland Avenue), explaining that the sidewalks are used by Homewood’s largest employer, CN U.S. Headquarters, and adjacent residential areas as access to the Izaak Walton Preserves. In the past, Homewood has performed work on County facilities, with County approval and the County has reimbursed the Village. Such an arrangement on this particular request would be ideal.



OUTCOME

Cook County has allocated approximately \$80,000 of their ARPA Funds to the Village of Homewood for the purpose of implementing design engineering and construction along Ashland Avenue in the Village between Maple Road and the Canadian National Training Facility. Cook County will provide reimbursement to the Village of Homewood for eligible expenditures up to a max participation of \$80,000 of ARPA funds for services rendered through December 31, 2026. These improvements will allow the Village of Homewood to provide safe, ADA compliant infrastructure for pedestrians.

FINANCIAL IMPACT

- **Funding Source:**
- **Budgeted Amount:**
- **Cost:**

LEGAL REVIEW

Completed

RECOMMENDED BOARD ACTION

Authorize the Village President to enter into a Subrecipient Grant Agreement with Cook County for sidewalk replacement/installation, drainage, and crosswalk implementation as part of the Ashland Avenue sidewalk improvement project for a funded amount of \$80,000.

ATTACHMENT(S)

- Intergovernmental Agreement
- Map outlining area of improvement

SUBRECIPIENT AGREEMENT
AMERICAN RESCUE PLAN ACT – STATE AND LOCAL FISCAL RECOVERY FUNDS
(ASSISTANCE LISTING NUMBER 21.027)

This Subrecipient Agreement (“Agreement”) is made and entered into as of the _____ day of _____, 2023, by and between the County of Cook, a body politic and corporate of the State of Illinois (“County”), acting by and through its Bureau of Administration (“Bureau”) Department of Transportation and Highways (“DOTH”) (“or Department”), and the VILLAGE OF HOMEWOOD (“HOMEWOOD”), a municipal corporation of the State of Illinois, (collectively referred to as “the Parties” and individually as a “Party”), to establish an agreed upon protocol for the administration and management of the American Rescue Plan Act (ARPA) (Assistance Listing Number 21.027) – Invest in Cook Expansion program subaward project described below. The County and the Village of HOMEWOOD are organized and existing by virtue of the Constitution and/or laws of the State of Illinois.

RECITALS

WHEREAS, on March 13, 2020, the President of the United States (the “President”) issued a Proclamation, declaring a National Public Health Emergency, as a result of the Coronavirus (“COVID-19”) pandemic (the “Pandemic”); and

WHEREAS, on March 11, 2021, the President signed into law the American Rescue Plan Act, 2021, Section 9901, Coronavirus State and Local Fiscal Recovery Funds; and

WHEREAS, Section 9901 of Subtitle M of the Act established the Coronavirus State and Local Fiscal Recovery Funds Program (“SLFRF” or “Program”) aimed at providing support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses; and

WHEREAS, the Act authorizes the U.S. Department of Treasury (“Treasury”) to grant ARPA funds to eligible entities to address the negative health and economic impacts of the Pandemic on communities nationwide; and

WHEREAS, the County qualifies as an eligible unit of local government under the Act, and Treasury has granted \$1,000,372,385 in funds to the County (“ARPA Funds”); and

WHEREAS, the County has allocated approximately \$80,000 of the ARPA Funds for the purpose of implementing design engineering and construction along Ashland Avenue in the Village between Maple Road and the Canadian National Training Facility; and

WHEREAS, these improvements will allow the Village of Homewood to provide safe, ADA compliant infrastructure for pedestrians and cyclists in the Village; and

WHEREAS, the improved infrastructure will facilitate the Village’s goal of implementing “Complete Streets” goals throughout the Village sidewalk network; and

WHEREAS, ARPA will further the mission of the County and serve the broader objective of protecting the health, safety, and welfare of the County by delivering transportation infrastructure improvements that are within historically under-resourced, underinvested communities that have been negatively impacted the COVID-19 pandemic, ensuring a nexus to the negative health and economic impacts of Covid-19 and

WHEREAS, Treasury limits the obligation of ARPA funds to December 31, 2024, and expenditure of the Funds for eligible expenses to December 31, 2026, therefore the Parties recognize that time is of the essence; and

WHEREAS, the County achieves its mission through strategic collaborations and partnerships with states, local governments, community organizations, and others; and

WHEREAS, Subrecipient is an established municipal agency, which has extensive experience and expertise in providing transportation infrastructure improvements; and

WHEREAS, the County desires to award this grant to Subrecipient for the administration and management of the Program in Cook County as described herein; and

WHEREAS, the VILLAGE OF HOMEWOOD is able and willing to assist the County in the administration and management of the Program; and

WHEREAS, the VILLAGE OF HOMEWOOD is authorized by its governing body to enter into this Agreement with the County for the purposes described herein; and

WHEREAS, the Cook County Board of Commissioners has authorized the County, through the DOTH, to enter into this Agreement with Subrecipient for the purposes described herein.

NOW THEREFORE, in consideration of the covenants and mutual agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. INCORPORATION OF RECITALS

The recitals set forth above, together with the information contained in the Exhibits attached hereto, constitute an integral part of this Agreement and are incorporated herein by this reference.

2. ELIGIBILITY FOR THE PROGRAM

Subrecipient hereby certifies that it has the authority and approval from its governing body or officials to execute this Agreement and receive Program Funds for eligible uses specified under this Agreement. The VILLAGE OF HOMEWOOD shall act as a subrecipient and, on behalf of the County, make Program Funds available to designated program participants within Cook County. Fund usage must fall into one of the following statutory categories:

- To respond to the COVID-19 public health emergency or its negative economic impacts;
- To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the recipient that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
- For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID–19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; or
- To make necessary investments in water, sewer, or broadband infrastructure.

3. GENERAL PROVISIONS

- 3.1. TERM. This Agreement shall become effective as of the date on which it is fully executed by both Parties and will continue in full force and effect, until December 31, 2026, subject to earlier termination in accordance with its terms.
- 3.2. OBLIGATIONS OF THE PARTIES. The VILLAGE OF HOMEWOOD agrees to administer the project(s) on behalf of the County, as described herein and in the Scope of Services (the "Services"), set forth on Exhibit A, attached hereto and incorporated herein. The County agrees to provide up to Eighty Thousand Dollars (\$80,000.00) in Program Funds to be made available to carry out the purposes of the Program. Payments will be made to the Subrecipient for eligible uses of the Program Funds, hereunder, according to the criteria for the use of such funds and the schedule specified in Exhibit A. Invoice submission for Program Funds shall be in accordance with the provisions provided in Exhibit C under monitoring and fiscal reporting. Subrecipient understands any award of funds pursuant to this agreement must adhere to official federal guidance issued on what constitute a necessary expenditure and that the Subrecipient has reviewed the guidance established by U.S. Department of the Treasury. Any funds expended by the Subrecipient or its subcontractor(s) in any manner that does not adhere to official federal guidance will be returned by Subrecipient to Cook County.
- 3.3. REPRESENTATIVES. Each Party to this agreement shall designate one staff representative, who shall be the primary point of contact for that Party

The Village of Homewood:

John D. Schaefer
 Director of Public Works
 jschaefer@homewoodil.gov

Cook County:

Jennifer "Sis" Killen, P.E., PTOE
 Superintendent
 investincook.cc@cookcountyil.gov

- 3.4. FINANCIAL MANAGEMENT AND INTERNAL CONTROLS. Subrecipient agrees to adhere to appropriate accounting principles and procedures, utilize adequate internal controls, and maintain necessary source documentation for all eligible expenses. Subrecipient and any of the subawards issued by the Subrecipient must comply with Uniform Guidance and establish and maintain effective internal controls that provide reasonable assurance that Subrecipient is administering Program Funds in compliance with Federal statutes and regulations, and the terms and conditions of the Program. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Management should consider the potential for fraud when identifying, analyzing, and responding to risks. Subrecipient's accounting system for recording expenditures must be established and maintained in accordance with generally accepted accounting principles.
- 3.5. DUPLICATION OF BENEFITS. Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) (the

“Stafford Act”), as amended by Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442), which amended section 312 of the Stafford Act. If Subrecipient receives duplicate benefits from another source, Subrecipient must refund the benefits provided by Cook County to Cook County. In order to mitigate against a duplication of benefits, the subrecipient will only apply costs that meet the following general criteria in order to be allowable under Federal awards:

- Not be included as a cost or used to meet cost sharing or matching requirements of any other federally-financed program in either the current or a prior period
- Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs
- Are not included as contributions for any other Federal award

- 3.6. DOCUMENTATION AND RECORDKEEPING. As required by 2 C.F.R. 200.331(a)(5), Cook County, or any duly authorized representative of Cook County, shall have the right of access to any records, documents, financial statements, papers, or other records of Subrecipient that are pertinent to this Agreement, in order to comply with any audits pertaining to funds allocated to Subrecipient under this Agreement. The right of access also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents. The right of access is not limited to the required retention period but lasts as long as the records are retained by Subrecipient. The Subrecipient shall ensure the same access to documents from its subawards in accordance with 2 C.F.R. 200.331(a)(5).
- 3.7. MAINTENANCE AND INSPECTION OF RECORDS. Subrecipient and their sub awardees shall retain sufficient records including, without limitation, financial records, documents, statistical records, and all other records (collectively, “Records”) pertinent to this Agreement to show compliance with the terms of this Agreement. Records shall be subject to the right of access, upon prior reasonable notice, by any duly authorized representative of the County or Treasury for the purposes of inspection, copying and auditing. The right of access also includes the County's timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to Records. The right of access is not limited to the required retention period but lasts as long as Records are retained by Subrecipient.
- 3.8. RECORD RETENTION. The Records shall be maintained by Subrecipient and any sub awardees for a period of five (5) years after the later of the following: (a) final payment is made using Program Funds; (b) completion of all close-out procedures respecting the Program, as determined by the County in its sole discretion; or (c) resolution of all litigation, claims, negotiations, audits, or other actions in relation to the Program. Record Retention under the Program is subject to the terms of the Treasury Memorandum.
- 3.9. CLOSE-OUT. Subrecipient's and the County's obligations under this Agreement shall not end until all Program close-out requirements are completed, as determined by the County in its sole discretion. Activities during the close-out period shall include but are not limited to making final payments, disposing of Program Funds, and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Subrecipient has control over any Program Funding.

4. MONITORING AND REPORTING

- 4.1. Subrecipient agrees to provide the County access to all necessary data and documentation gathered for purposes of monitoring Program compliance. Subrecipient shall provide the County with information and dates, in sufficient detail, that indicate the use of the funds for the Program and the impact and outcome of the services provided as specified in this Agreement. Failure to submit proper documentation including, but not limited to, documentation verifying eligible expenses may result in termination of this Agreement and recoupment of funds provided to Subrecipient.
- 4.2. Subrecipient shall provide to the County reports, on a periodic basis as defined by the County. Such reports shall summarize Subrecipient 's receipts and expenditures of the funds provided to Subrecipient under this Agreement as detailed in **Exhibit C** and specify the Program Metrics and Performance Goals outlined in **Exhibit B**, attached hereto and incorporated herein. In addition, Subrecipient will furnish to the County, with reasonable promptness, such interim reports or such additional information in connection with the Services, as the County may periodically request. Reporting under the Program is subject to the reporting requirements of subsection (d) of section 603 the Act and Treasury's Compliance and Reporting Guidance, set forth in **Exhibit B**, attached hereto and incorporated herein. Subrecipient shall ensure that any sub award agreement includes metric reporting and monitoring of the sub awardee by the Subrecipient.

5. TERMINATION

- 5.1. TERMINATION WITHOUT CAUSE. This Agreement may be terminated by either Party without cause or for convenience at any time by providing at least thirty (30) days written notice to the other Party. Subrecipient shall include a termination without cause provision in any sub award agreements.
- 5.2. COUNTY'S TERMINATION FOR CAUSE. The failure of Subrecipient to observe and perform the terms, covenants, promises, and agreements on its part to be observed and performed under this Agreement constitutes an "Event of Default" after the passage of any applicable notice and cure period. Subrecipient will have thirty (30) days from the date written notice of default is delivered or mailed to Subrecipient in which to cure the default provided, however, that if an Event of Default is not reasonably capable of being cured within thirty (30) days, Subrecipient shall have such additional time as is reasonably necessary, as determined by the County, so long as Subrecipient has commenced to cure within thirty (30) days and is proceeding diligently to effect a cure. If Subrecipient fails to cure such Event of Default within the applicable cure period, the County may terminate this Agreement for cause, in whole or in part, by giving written notice to Subrecipient of such termination and specifying the effective date thereof. In the event of such termination for cause, Subrecipient shall be compensated for that portion of the Services performed which have been fully and adequately completed and accepted by the County through the effective date of termination. In such case, the County shall have the right to take whatever steps it deems necessary to complete the Program and correct Subrecipient's deficiencies and charge the cost thereof to Subrecipient, which shall be liable for the full cost of the County's corrective action, including reasonable overhead and attorneys' fees. Subrecipient shall include a termination for cause provision in any sub award agreements.
- 5.3. FORCE MAJEURE. In the event that either Party is unable to perform any of its obligations under this Agreement because of natural disaster, actions or decrees of governmental bodies or communications failure not the fault of the affected party (referred to as a "Force Majeure Event"), the Party which has been so affected agrees to give immediate notice to the other Party and agrees to do everything possible to resume performance. Upon receipt of such notice, this Agreement shall be suspended immediately. If the period of nonperformance exceeds ten (10) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may terminate this Agreement immediately by giving written notice to the other Party.
- 5.4. FUNDING AVAILABILITY//NON-APPROPRIATION. Funding for this Agreement is subject to availability of funds from the United States Government and appropriation by the County. In the event that no Program Funds or insufficient Program Funds are appropriated and budgeted for payments to be made under this Agreement, then the County shall promptly notify Subrecipient of such occurrence, and this Agreement shall terminate on the earlier of the last day of the month for which sufficient appropriation was made or when the funds appropriated for payment under this Agreement are exhausted.
- 5.5. DELIVERY OF INFORMATION. Subrecipient shall deliver to the County copies of all completed or partially completed information, programs, software (including source code), documentation or data (collectively, the "Documents") developed, created or invented in connection with the Services under this Agreement within fifteen (15) days after this Agreement is terminated or completed. The Subrecipient shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. Any advanced funds not yet spent for authorized work by Subrecipient shall be promptly returned to the County within fifteen (15) days of termination.

6. NOTICES

All notices shall be delivered in writing and shall be communicated by electronic mail, U.S First Class Mail, fax or overnight courier to the Parties hereto at the addresses set forth below or at such other address as either Party may designate by written notice to the other:

To Subrecipient:

Village Manager
Village of Homewood
2020 Chestnut Road
Homewood IL 60430

Village President
Village of Homewood
2020 Chestnut Road
Homewood, IL, 60430

To Cook County:

Jennifer “Sis” Killen, P.E., PTOE
Superintendent
County of Cook, Illinois
69 W. Washington Street, 24th Floor
Chicago, IL 60602

Either Party may designate a different address by giving the other Party ten (10) days written notice.

7. INDEMNIFICATION

- 7.1. Subrecipient shall indemnify, defend, and hold harmless the county its officers, directors, agents, employees, successors and assigns (“indemnified county parties”) from and against all claims and liability due to the activities of subrecipient or another entity over which subrecipient exercises control, performed under this agreement and which result from any negligent act, error, or omission; intentional tort; intellectual property infringement; or failure to pay a subcontractor; committed by subrecipient or another entity over which subrecipient exercises control.
- 7.2. Subrecipient shall also indemnify, defend, and hold harmless the county and indemnified county parties from and against any and all expenses, including reasonable attorneys’ fees which might be incurred by the county, in litigation or otherwise resisting said claims or liabilities which might be imposed on the county as the result of such activities by subrecipient or another entity over which subrecipient exercises control.

8. GOVERNING LAW AND VENUES

This Agreement shall be governed by and construed under the laws of the State of Illinois. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Cook County and each party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions or proceedings.

9. SEVERABILITY

In the event that any provision or clause of this Agreement conflicts with applicable law, such conflict shall not affect other provisions which can be given effect without the conflicting provision. To this end the provisions of this Agreement are declared to be severable.

10. COMPLIANCE WITH LAWS (Subrecipient shall ensure that the following provisions are applied to any sub awardee of the Subrecipient in any applicable sub award or contract)

10.1. COMPLIANCE WITH STATE AND LOCAL REUIREMENTS. Subrecipient acknowledges that this Agreement is governed under Illinois law and that the Subrecipient shall comply with all applicable state and local orders, laws, regulations, rules, policies and certifications governing any activities undertaken during the performance of this Agreement, including but not limited to any compliance with prevailing wage laws. Any Subrecipient that is a not-for-profit organization must be registered with the Illinois Secretary of State to transact business in Illinois.

10.2. COMPLIANCE WITH FEDERAL REQUIREMENTS. Subrecipient understands that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social security Act. The Agreement further requires compliance with certain provisions of Title 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Subrecipient agrees to comply with all applicable provisions of Title 2 CFR Part 200 and all other applicable Federal laws, regulations, executive orders, Treasury policies, procedures, and directives, as well as state and local laws, regulations, and policies governing the funds provided under this Agreement. Note that subrecipients should refer to the Uniform Guidance for the most current information on applicable federal regulations referenced in this agreement. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under Federal law or regulation, the more stringent requirement shall control.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement, including but not limited to 2 CFR 200.303, 2 CFR 200.331-333, 2 CFR Part 200, Subpart E, and 2 CFR Part 200 Subpart F.

During the performance of this Agreement, Subrecipient shall comply with all applicable federal laws and regulations including, but not limited to the following:

10.2.1. COST PRINCIPLES

Subrecipients should follow allowable cost guidance detailed in the federal regulations in 2 CFR Part 200, Subpart E. Subrecipients are responsible for effective management and administration of funds. Subrecipients should have strong internal controls and effective financial monitoring in place

in order to ensure compliance with the allowable costs. Allowable cost federal regulations which apply to ARPA include, but are not limited to:

- Program funds may be used for a “reasonably proportionate” share of the costs required for federal single audits performed in accordance with the Uniform Guidance, 2 CFR Part 200, Subpart F.
- Administrative costs - both direct and indirect - associated with program implementation are permitted. Pursuant to the SLFRF Award Terms and Conditions, recipients are permitted to charge both direct and indirect costs to their SLFRF award as administrative costs as long as they are accorded consistent treatment per 2 CFR 200.403 See Uniform Guidance, 2 CFR 200.412-200.414 for additional details.
- Per 2 CFR 200.303(a), the subrecipient must establish and maintain effective internal control over the award that provides reasonable assurance that the subrecipient is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- The subrecipient management policies must consider the types of fraud that can occur within the entity to provide a basis for identifying fraud risks. Types of fraud, as defined by COSO, are as follows:
 - Fraudulent financial reporting - Intentional misstatements or omissions of amounts or disclosures in financial statements to deceive financial statement users. This could include intentional alteration of accounting records, misrepresentation of transactions, or intentional misapplication of accounting principles.
 - Misappropriation of assets - Theft of an entity’s assets. This could include theft of property, embezzlement of receipts, or fraudulent payments.
 - Corruption - Bribery and other illegal act

In addition to fraud, the subrecipient must consider other forms of misconduct that can occur, such as waste and abuse. Waste is the act of using or expending resources carelessly, extravagantly, or to no purpose. Abuse involves behavior that is deficient or improper when compared with behavior that a prudent person would consider reasonable and necessary operational practice given the facts and circumstances. This includes the misuse of authority or position for personal gain or for the benefit of another. Waste and abuse do not necessarily involve fraud or illegal acts.

10.2.2. CASH MANAGEMENT

SLFRF payments made to Subrecipient are not subject to the requirements of the Cash Management Improvement Act and Treasury’s implementing regulations at 31 CFR part 205 or 2 CFR 200.305(b)(8)-(9). Recipients can place funds in interest-bearing accounts, do not need to remit interest to Treasury, and are not limited to using that interest for eligible uses under the Program award.

10.2.3. AUDIT REQUIREMENTS

Subrecipient will be subject to a single audit pursuant to 2 CFR 200.501(a) if Subrecipient expends \$750,000 or more in Federal awards during their fiscal year.

If subject to the single audit, the Subrecipient must:

- Procure or otherwise arrange for the audit required by this part in accordance with 2 CFR 200.509, and ensure it is properly performed and submitted when due in accordance with 2 CFR 200.512.
- Prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510.
- Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with 2 CFR 200.511(b) and (c), respectively.
- Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by this part.

10.2.4. EQUIPMENT AND REAL PROPERTY MANAGEMENT

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

10.2.5. MANDATORY DISCLOSURES

In accordance with 2 CFR 200.113, the non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the County all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII to this part are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.339.

10.2.6. NON-DISCRIMINATION

Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; (b) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal

financial assistance; and (e) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Projects funded with SLRFR should advance shared interests and promote equitable delivery of government benefits and opportunities to underserved communities, as outlined in Executive Order 13985, On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government.

10.2.7. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the Development Agreement, Subrecipient will be required to comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

10.2.8. COPELAND ANTI-KICKBACK ACT

Subrecipient shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this contract.

10.2.9. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

(a) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph 10.2.9(a) of this section, the Subrecipient, its contractor(s) or any subcontractor(s) responsible therefore shall be liable for the unpaid wages. In addition, any Subrecipient, and its subcontractor(s) shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth herein.

(c) Withholding for unpaid wages and liquidated damages: The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Subrecipient or its subcontractor(s) under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Selected Respondent(s), contractor(s) or subcontractor(s) for unpaid wages and liquidated damages as provided herein.

(d) Subcontracts: The Subrecipients or its subcontractor(s) shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 CFR 5.5, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Subrecipient shall be responsible for compliance by any contractor or subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of 29 CFR §5.5. 6) Clean Air Act and Federal

Water Pollution Control Act. The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et seq.

10.2.10. DEBARMENT & SUSPENSION

This award is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Subrecipient is required to verify that none of its subrecipients or subcontractors (defined at 2 CFR §180.995) or its affiliates (defined at 2 CFR §180.905) are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935). Subrecipient must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the County, the federal government may pursue available remedies, including but not limited to, suspension and/or debarment. The Subrecipient agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, throughout the period of any contract that may arise from this Agreement.

10.2.11. BYRD ANTI-LOBBYING AMENDMENT.

Subrecipient certifies that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. §1352. Subrecipients shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certifications to the awarding agency. If the Agreement exceeds \$100,000, the Subrecipient must certify compliance with the Byrd Anti-Lobbying Amendment. See, **Exhibit F**, Certification Regarding Lobbying.

10.2.12. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR ACTS.

Subrecipient and any subcontractors must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of Subrecipient and subcontractors pertaining to any matter resulting from a contract.

10.2.13. CONFLICTS OF INTEREST.

Subrecipient must disclose in writing to Treasury or the pass through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

10.2.14. TRANSPARENCY ACT.

Reporting Subaward and Executive Compensation Information in compliance with 2 CFR Part 170.

10.2.15. PUBLICATIONS.

Any publication produced with funds from this award must also display the following language:
 “This project is being supported, in whole or in part, by federal award number Assistance Listing Number (ALN – formerly known as the CFDA) 21.027 awarded to Cook County by the U.S. Department of the Treasury

10.2.16. INCREASING SEAT BELT USE IN THE UNITED STATES.

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

10.2.17. REDUCING TEXT MESSAGING WHILE DRIVING.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

10.2.18. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITIONS ACT.

Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations apply to this Agreement, where applicable.

10.2.19. DISCLAIMER

The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of the federal award or any other losses resulting in any way from the performance of the federal award or any contract, or subcontract under this award. By accepting this Agreement from the County, the Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

10.2.20. CODE OF CONDUCT 2 CFR 200.318(c)(1).

The non-Federal entity (Subrecipient) must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts or subawards. However, non-Federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity. If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

11. PROCUREMENT STANDARDS (Subrecipients shall ensure that the following provisions are applied to any sub awardee of the Subrecipient in any applicable sub award or contract)

Subrecipients are responsible for ensuring any procurement of goods or services using Program Funds is consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. Subrecipient must have documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of the federal Uniform Guidance, for the acquisition of property or services required under a Federal award or subaward.

METHODS OF PROCUREMENT

When the value of the procurement for property or services under a Federal award does not exceed the simplified acquisition threshold (SAT), as defined in 2 CFR 200.1, or a lower threshold established by Subrecipient, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

Informal Procurement Methods

- Micro-purchases - The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold as defined in 2 CFR 200.1.
- Small Purchases - The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.

Formal Procurement Methods

When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by Subrecipient, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with 2 CFR 200.319.

The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:

- Sealed Bids - A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the appropriate conditions are present (see 2 CFR 200.320(b)(1)(i)).
- Proposals - A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids.

Competition

The Uniform Guidance requires all procurement transactions for property or services to be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320. Non-competitive procurements are allowed only in circumstances where at least one of the following conditions is true:

- The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see 2 CFR 200.320(a)(1) for more detail);
- The item is available only from a single source;
- The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
- The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the Subrecipient; or
- After solicitation of a number of sources, competition is determined inadequate.

Subrecipient is required to have an infrastructure for competitive bidding and contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with suspended or debarred parties.

12. PERSONALLY IDENTIFIABLE INFORMATION

Subrecipient and any of the Subrecipient's sub awardees must comply with 2 CFR 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR 200.82, and other information the County designates as sensitive or consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality including but not limited to compliance with the Illinois Personal Information Protection Act and other data privacy laws. See Exhibit E for additional guidelines and requirements regarding data privacy.

12. WORKERS' COMPENSATION

Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement

13. AMENDMENTS

This Agreement may be amended at any time only by a written instrument signed by both Parties. Such amendments shall not invalidate this Agreement, nor relieve or release either Party from its obligations under this Agreement. Cook County may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Parties.

14. INSURANCE

Subrecipient shall provide and maintain, at Subrecipient's own expense, during the term of this Agreement and any time period following expiration if Subrecipient is required to return and perform any of the Services or Additional Services under this Agreement, sufficient insurance coverage to protect any funds provided to Subrecipient under this Agreement from loss due to theft, fraud and/or undue physical damage. Subrecipients that are self-insured shall maintain excess coverage over and above its self-insured retention limits.

15. CONFLICT OF INTEREST

Subrecipient warrants and represents to the County that it does not have nor shall it knowingly acquire any interest that would conflict in any manner with the performance of its obligations under this Agreement. Furthermore, Subrecipient warrants that no company or person, other than a bona fide employee, has been employed to solicit or secure this Agreement with the County, and that Subrecipient has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, the County shall have the right to terminate this Agreement without liability.

16. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original.

17. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and cannot be modified or amended except by mutual written agreement of both Parties.

18. SEPARATE ENTITIES

It is understood and agreed that nothing contained herein is intended or should be construed as in any way affecting the status of the Parties as separate, independent and distinct entities under Illinois or any other law. It is further understood and agreed that nothing herein is intended or should be construed as in any way creating or establishing the relationship of co-partners or joint ventures between the Parties hereto, or as constituting the Parties as representatives of each other for any purpose.

19. NON-LIABILITY OF PUBLIC OFFICIALS

No official, employee or agent of the County shall be charged personally by the Subrecipient or by an assignee or subcontractor with any liability or expenses of defense or be held personally liable under any term or provision of this Amendment, because of such County's execution of this Amendment or enforcement of the provisions herein.

20. INTERPRETATION

Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

21. WAIVER

Whenever, under this Agreement, a Party, by a proper authority, waives another Party's performance in any respect or waives a requirement or condition of another Party's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed

a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times a party may have waived the performance, requirement or condition.

22. EXHIBITS

All Exhibits to this Agreement are incorporated as if set out fully. In the event of any inconsistencies or conflict between the language of this Agreement and the Exhibits, the language of the Exhibits shall control, but only to the extent of the conflict or inconsistency.

This Agreement contains the following attachments:

Exhibit A – Scope of Work/Technical Specifications

Exhibit B – Program Reporting Requirements

Exhibit C – Monitoring and Fiscal Reporting

Exhibit D – Request for Advance of Grant Funds

Exhibit E – Data Privacy Guidelines and Requirements

Exhibit F – Certification Regarding Lobbying

23. SIGNATURE AUTHORITY

A duly authorized agent for the Subrecipient is required to sign this Agreement on behalf of the Subrecipient. If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the agreement for and on behalf of the Subrecipient must be attached to the Agreement for review by Cook County.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement on the dates hereafter set forth.

The Village of HOMEWOOD

By: _____
Richard A. Hofeld
Village President

Date: _____

COUNTY OF COOK, ILLINOIS

By: _____
Jennifer 'Sis' Killen
Superintendent

Date: _____

EXHIBIT A SCOPE OF WORK

A. PROGRAM DESCRIPTION AND OBJECTIVES

Background

Cook County has administered the Invest in Cook (IIC) grant program since 2017, providing funds to local non-profit organizations and government agencies to advance transportation improvements throughout the region. The annual \$8.5 million program has provided local and regional governments transportation funds to cover the cost of planning and feasibility studies, engineering and construction associated with infrastructure improvements consistent with the County's transportation and economic development policy priorities. Over six years, IIC has facilitated investment of an additional \$125 million in federal, state, and local funds for transportation projects across the County. The proposed IIC American Rescue Plan Act (ARPA) expansion program presents a unique opportunity to extend the impact of IIC by advancing unfunded, previously identified local-priority projects. These funds will also address historic disinvestment in disadvantaged communities by helping to correct infrastructure inequities throughout the County. The expansion will work to mitigate local-level effects of the ongoing COVID-19 pandemic, which emphasized and exacerbated these historic inequities.

The IIC grant program is one avenue DOTH uses to implement *Connecting Cook County*, the County's Long-Range Transportation Plan (LRTP). Published in 2016, the plan takes stock of the County's transportation assets, deficiencies, and future needs and measures them against the community and economic opportunities that transportation can facilitate. The LRTP outlines a new direction and a more expansive role for the County in funding and collaborating on projects across jurisdictional boundaries and in achieving greater integration of the system across all transportation modes.

Illinois Motor Fuel Tax (MFT) is the sole funding mechanism for the IIC program, limiting projects to those compliant with acceptable uses of MFT as defined by state statute. The additional funds provided by ARPA will allow the program to support critical infrastructure projects that fall outside of MFT eligibility but nevertheless affect the transportation system and public health.

Approach

The IIC grant program balances equity, local prioritization, and community need in project selection, alongside advancing projects that have multi-jurisdictional impacts throughout the County. The program will provide funding for projects at any phase and strives to leverage follow on funding as a result of this initial investment.

Types of Assistance

ARPA funds will be used for a one-time expansion of the Invest in Cook grant program, providing grant recipients with funds for the purpose of implementing transportation infrastructure improvements.

DOTH understands that quality project delivery requires good planning over a project's life. To foster the development of quality projects and help projects meet qualifications required to receive federal funding, IIC ARPA funding can be distributed to projects at any stage of development, from planning and feasibility studies, to engineering design, and all the way through construction and/or implementation.

Subrecipients in the IIC ARPA Expansion program will also be encouraged to leverage Cook County staff's subject matter expertise throughout project implementation. Additional assistance that may be provided by DOTH to the grantee includes, but is not limited to: writing letters of support for the project, generating cost estimates for grant applications to support future project phases, community engagement, among other forms of assistance not named here.

Major Entities Involved

Cook County Staff will work together with the Subrecipient to administer funding for IIC-ARPA projects. Implementation of selected projects will be led by the Subrecipient.

B. ROLES AND RESPONSIBILITIES

Eligible Subrecipients include local governments, regional transportation authorities, transit agencies, natural resource or public land agencies, and any other local or regional governmental entity with responsibility for transportation or recreational trails within Cook County. For projects that involve multiple jurisdictions, the project should identify a lead Subrecipient and provide letters of support from all partner entities. Private for-profit or non-profit organizations can submit project proposals on behalf of a lead Subrecipient, but the public sponsor that meets the above criteria will be the Subrecipient under this agreement. Proposals for multimodal projects in any phase of development will be considered. Grant beneficiaries are limited to a single project. Staff salaries are not an eligible expense under this program. Also, the purchase and/or maintenance of diesel based rolling stock (rail cars, buses, vans, etc.) and stand-alone lighting projects are not eligible under the IIC program.

The Bureau of Administration by the direction of the DOTH will provide the program guidelines and funding to the Subrecipient to administer the implementation of projects.

Subrecipient Staff

Award subrecipient staff will:

- Identify in writing the authorizing signatories and Subrecipient staff who will be responsible for project implementation, invoicing, and reporting;
- Engage in agreements with professional services or construction contract(s); where applicable;
- Collect and provide data/metrics needed for upward reporting in a timely manner;
- Provide updated reporting metrics on required timeline;
- Meet with Cook County staff to ensure progress and compliance with ARPA guidelines
 - Including submission of required reports
 - This includes monthly billing meetings, quarterly status meetings, and quarterly performance reports.
- Review and process invoices, and submitting reimbursement requests in a timely manner;
- Transmit all communication, documentation, and/or reporting required under this Agreement to InvestinCook.CC@cookcountyil.gov unless otherwise and explicitly requested to be submitted by mail.

Cook County Staff

As the award recipient, the DOTH staff including the Program Lead, Superintendent or designee, and other Cook County Staff will:

- Conduct data reporting for certain denoted metrics;
- Monitor and oversee the program and Subrecipient's adherence to the Agreement
- Monitor InvestinCook.CC@cookcountyil.gov for submittals and correspondence from the Subrecipient;
- Process reimbursement requests;
- Budget funds for program;
- Regular check ins with the subrecipient to ensure progress and compliance.

C. ADMINISTRATOR

The subrecipient is responsible for leading project implementation, invoicing, data collection, monitoring, and reporting in accordance to ARPA and Cook County guidelines. The Party will utilize funds to engage in agreements with professional services or construction contract(s) where applicable.

D. PROGRAM ADMINISTRATION AND PROCESS OVERVIEW

Cook County will reimburse the Subrecipient using ARPA funds for services rendered for the subject improvement through Fiscal Year [2026]. Reimbursements for work already performed within the period of performance of this contract will be processed upon execution of this agreement. Further details on annual payments, including regarding the process to receive advance funds, can be found in Exhibit D of this Agreement.

The subrecipient will provide the County with all information needed to initiate reimbursements, in a manner further described in Exhibit C of this Agreement. Additionally, the subrecipient will confirm to the County in writing that they have all signed contracts, invoices, and W-9s.

Program monitoring and compliance expectations will take place in a manner described in Exhibit C of this Agreement and will be adhered to by all parties of this Agreement.

Projects included in the IIC ARPA Expansion program were carefully selected after a screening process which accounted for need, local priority, network impact, and equity alongside project alignment with the priorities set forth in *Connecting Cook County*. Qualifying projects for the IIC ARPA expansion were selected from:

- Previously evaluated IIC application/s or CDBG application/s not previously funded due to project readiness or grant program constraints at the time
- Existing inventory of local priority projects that had not advanced due to funding constraints
- Existing inventory of ongoing and/or previously proposed regionally significant, multi-jurisdictional projects that fill a critical network need and/or advance multiple priorities of *Connecting Cook County*.

Eligible Applicants and Projects:

IIC-ARPA projects must directly support at least one of the five (5) priorities set forth in *Connecting Cook County*. Those priorities are:

Prioritize Transit and Other Transportation Alternatives – A sustainable mobility network requires complementary modes of transportation that satisfy transit, cycling, and pedestrian needs. An efficient transit system is a signifier of a world class metropolitan

region, providing a complete and fully accessible cycling/pedestrian mobility system is also integral to a high quality of life. Projects supported with IIC/IIC-ARPA funds will improve our transit networks and allow communities to place greater emphasis on walking, biking, and other alternatives to driving.

Support the Region’s Role as North America’s Freight Capital – Freight plays a critical role in Cook County’s economy and its continued prosperity. While being North America’s largest port has provided our region with tremendous wealth, it has also made the Chicago region the largest chokepoint for both trucks and trains in the national freight system. Projects supported by IIC/IIC-ARPA focus on improving rail and truck movements through the region and on coordinating land uses in proximity to freight transportation facilities, among other freight supportive activities.

Promote Equal Access to Opportunities – A transportation network should facilitate easy connections to jobs, schools, healthcare centers, recreation, and much more. A high-quality transportation network provides the means by which people have access to opportunity. Historical economic development practices and land use regulation meant that the opportunities afforded by access to a robust transportation system are not guaranteed by Cook County’s current built environment. Projects supported by IIC/IIC-ARPA funds address these inequities by targeting transportation investments in in disadvantaged communities, and through partnerships with other agencies that make equity a priority in their work.

Maintain and Modernize What Already Exists – Though large capacity-increasing projects can be seductive, maintaining and modernizing existing transportation facilities is a top priority for Cook County. Postponing regular maintenance adds to long-term costs, reduces the appeal of public transit services, causes delay and congestion, creates safety hazards, and makes transportation more expensive for users. Projects selected for IIC/IIC-ARPA program will help communities modernize their local transportation networks and/or provide regionally significant improvements for the changing needs of 21st century.

Increase Investments in Transportation – Growing and maintaining the County’s transportation systems will require more money. Increased investment will help our economy grow and make communities more livable. Projects selected for IIC/IIC-ARPA leverage local resources to support infrastructure and using state and federal funds to implement transportation improvements.

The following is a representative but not exhaustive list of the types of projects eligible for Invest in Cook-ARPA funding:

- Transit Improvement Projects
 - Transit Studies and Needs Assessments
 - Transit Facility Improvements or Equipment Improvements
 - Fleet retrofits and electrification
 - Paratransit opportunities
- Transit Service Enhancements or Improving Transit Accessibility
- Bicycle and Pedestrian Facility Projects
 - Bicycle or Pedestrian Master Planning
 - Adding Bike Lanes
 - Traffic Calming/Road Diets
 - Multi-Use Trails
 - Filling Sidewalk Gaps

- Intersection Safety Improvements
- ADA-Related Improvements
- Freight Projects
 - Truck Route Planning
 - Increased Viaduct Clearance
 - Safety improvements to Highway-Rail Grade Crossings
 - Roadway-Rail Grade Separations
 - Roadway Improvements on Truck Routes and High Truck Traffic Road Segments
 - Railroad Improvements
 - Environmental needs assessments
- Traffic Flow Improvement Projects
 - Eliminating Bottlenecks
 - Intersection Improvements and Modernization
 - Interconnected Signal Technologies
- Bridge Improvements
- Demonstration Projects for New Technology
 - First mile/last mile gap studies
 - Electric Charging Stations
 - ITS
 - Service Improvements to Existing Routes
- Corridor Studies
- Economic Development Projects
 - Transit Oriented Development Plans
 - Transportation Improvements to Support Local Business Districts
 - Local Comprehensive Transportation Plans
- Rain Readiness and Stormwater Management Plans
- Stormwater and Drainage Improvements
- Other Projects – Please consult with County Staff to determine eligibility

As the projects develop, feasibility and needed funding levels can change and some revisions to the programmed projects can be expected. DOTH staff will work with Subrecipient staff to review any potential revision to the list of selected projects and award amounts and proceed upon mutual agreement.

E. WORKPLAN

1. Phase I Engineering

- a. Unless otherwise agreed to by the Parties in writing, any phase I engineering services to be performed by a qualified consultant(s) under an existing contract with the Subrecipient and/or selected through a competitive, qualification-based procurement process.
- b. Upon request by the County, the Subrecipient will provide the County with copies of any and all deliverables produced by the Subrecipient's consultant(s) and submitted to the Subrecipient, including, but not limited to:
 - i. Any and all surveys, studies, reports, charts, maps, drawings, agreements, data, plans, specifications, estimates, plats, permits, and special provisions.
- c. The Subrecipient will provide not less than fourteen calendar days in advance written notice to the County of any public meetings or hearings held as part of the project.
- d. The Subrecipient will provide the County with one paper copy and an electronic copy of any Project Development Reports completed as apart of the project.

2. Phase II Engineering

- a. Unless otherwise agreed to by the Parties in writing, any phase II engineering services to be performed by a qualified consultant(s) under an existing contract with the Subrecipient and/or selected through a competitive, qualification-based procurement process. Services to be performed as part of the project, including, but not limited to:
 - i. Preparing preliminary, pre-final, and final construction plans;
 - ii. Specifications;
 - iii. Special provisions and cost estimates.
- b. The Subrecipient or its consultant(s) will submit construction plans, specifications, special provisions and cost estimates for a project improvement to the County at the following stages of preparation:
 - i. 60% Complete – Preliminary;
 - ii. 100% Complete – Final.
- c. The County may review the construction plans, specifications, special provisions and cost estimates and offer comments and/or objections, which the Parties will work cooperatively to address and resolve. If the Subrecipient does not receive comments from the County within forty-five calendar days of receipt thereof, the lack of response will constitute approval.

3. Construction/Implementation Work

- a. Project construction/implementation work will be performed by a qualified contractor(s) under contract with the Subrecipient and/or selected through a competitive, qualification-based procurement process. In awarding and administering any construction contract(s), the Subrecipient shall comply with all applicable local, state and federal laws and regulations. Any construction work to be completed by the Subrecipient forces shall be agreed to be the Parties in writing.
- b. The Subrecipient will provide not less than fourteen calendar days' in advance written notice to the County prior to any pre-construction meetings and not less than seven calendar days' advance written notice the County prior to the commencement of any construction work on the project.
- c. The County acknowledges that the Subrecipient is self-insured. The Subrecipient will require its contractor(s), subcontractor(s), and/or vendor(s) to procure and maintain insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of work by its contractor(s), vendor(s), agent(s), representative(s), employees or subcontractor(s). Work must not commence until an insurance required by this section has been obtained. All insurers must possess an A.M. rating of A- VII or better and be authorized to do business in the State of Illinois.
- d. The County and its authorized agents will have reasonable rights of inspection (including pre-final and final inspection) during construction of any project improvements. The County may assign personnel to perform inspections on behalf of the County and will deliver written notice to the Subrecipient advising the Subrecipient as to the identity of the individual(s) assigned to perform said inspections.
- e. The Subrecipient will provide not less than fourteen calendar days' advance written notice to the County prior to final inspection of any project improvements.

4. Phase III Engineering

- a. Unless otherwise agreed to by the Parties in writing, any phase III engineering services to be performed as part of the project will be performed by a qualified consultant(s) under an existing contract with the Subrecipient and/or selected through a competitive, qualification-based procurement process.

- b. Upon written concurrence from the County, the Subrecipient may elect to perform phase 3 engineering services for the project using its own resources and staff. Notwithstanding the foregoing, the County will not reimburse the Subrecipient for any administrative costs expended by the CoC, including staff salaries and wages, pertaining to phase III engineering services.
 - c. The County will periodically visit the construction sites to confirm that phase III engineering services for the project are being performed in a satisfactory manner. The Parties will work collaboratively to address and resolve any issues raised by the County regarding the performance of phase III engineering services.
5. Finances
- a. The Subrecipient agrees to pay all actual project related costs, including, but not limited to:
 - i. Costs for engineering services;
 - ii. Right-of-way and/or permit acquisition;
 - iii. Construction/implementation;
 - iv. Subject to reimbursement by the County as hereinafter stipulated.
 - b. Further information regarding reimbursement and fiscal reporting requirements will be found in Exhibit C of this document.
6. Maintenance
- a. As used herein, the terms “maintenance” or “maintain” mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, and replacement of the maintained facility when needed.
 - b. Before, during and after completion of construction for any of the project improvements, the Subrecipient will maintain or cause to be maintained those portions of the improvements under its established jurisdictional authority, in a manner satisfactory to the County and Federal Highway Administration (the “FHWA”). The County will maintain or cause to be maintained those portions of the improvements under its established jurisdictional authority, in a manner satisfactory to the FHWA.
 - c. The Subrecipient will maintain, or cause to be maintained, any infrastructure constructed or improved as part of the IIC-ARPA program, in compliance with the Americans with Disabilities Act (ADA), Public Right of Accessibility (PROWAG), and any other federal and/or state laws and regulations. Maintenance responsibilities include grinding, removal and replacement of sidewalks, and removal of weeds and/or debris. The Parties agree that the County shall not own, operate or maintained, or cause to be maintained, any infrastructure constructed or improved as part of the program.
 - d. It is agreed to by the Parties that the maintenance obligations described in this section will survive the termination of this agreement.

F. BUDGET

Cook County will provide reimbursement to the Subrecipient for eligible expenditures up to a max participation of \$80,000 of ARPA funds for services rendered through December 31, 2026. Reimbursements for work already performed within the period of performance of this contract will be processed upon execution of this agreement. Further details on annual payments, including regarding the process to receive advance funds, can be found in Exhibit D of this Agreement.

The approved budget for Insert Project Name can be found below. This budget is liable to change based on project(s) schedules.

Subgrantee Indirect Cost Rate								
Items	Account Description		2022	2023	2024	2025	2026	Total
			\$	\$	\$	\$	\$	\$
			\$	\$	\$	\$	\$	\$
			\$	\$	\$	\$	\$	\$
Total			\$	\$	\$	\$	\$	\$

Budget Category	2022	2023	2024	2025	2026	Total
Personnel	\$	\$	\$	\$	\$	\$
Administrative Costs	\$	\$	\$	\$	\$	\$
Supplies and Materials	\$	\$	\$	\$	\$	\$
Direct Programming Costs	\$	\$	\$	\$	\$	\$
Maintenance	\$	\$	\$	\$	\$	\$
Rental and Leasing	\$	\$	\$	\$	\$	\$
Contractual Services	\$	\$	\$	\$	\$	\$
Capital Improvements and Construction	\$	\$	\$80,000	\$	\$	\$
Other Costs	\$	\$	\$	\$	\$	\$
Indirect Costs	\$	\$	\$	\$	\$	\$

G. MARKETING AND COMMUNICATION

Subrecipient must acknowledge Cook County and the Invest in Cook program when describing projects or programs funded in whole or in part with Cook County IIC-ARPA funds. Subrecipient and any additional recipients shall promote the Program to participants within Cook County. Flyer, advertisement, press release, and other templates will be approved by the County before publication; the Subrecipient may draw from that approved language for additional communications as needed. The rights and obligations of Subrecipient to design and market the Program are not exclusive, and Cook County may advertise and promote the Program, at its sole cost, as it deems necessary or desirable. Cook County achieves its mission through partnerships with states, local governments, community organizations, and others. Communicating the role of Cook County support increases public understanding of how we work with community partners to achieve our mission to lead and promote equitable economic growth and community development. As such, we require Subrecipients

to track and report on marketing and outreach activities. Reporting should include types of engagement and tactics used to share information about the programs.

Any publication produced with funds from this award must also display the following language:
“This project is being supported, in whole or in part, by federal award number ALN 21.027 awarded to Cook County by the U.S. Department of the Treasury.”

EXHIBIT B**PROGRAM REPORTING REQUIREMENTS**

Subrecipients shall include applicable program reporting requirements in any sub award agreement

A. U.S. TREASURY REPORTING REQUIREMENTS

ARPA fund recipients are required to track specific performance indicators and programmatic data in order to comply with Program award reporting requirements, including a quarterly “Project and Expenditure” report, and an annual “Recovery Plan Performance Report.” The Subrecipient permits the County and auditors to have access to its records and financial statements as necessary for meeting federal requirements. Funding expenditure records must also be kept for five years after all funds have been expended or returned to Treasury.

Each SLFRF project must be aligned to a single Treasury Expenditure Category, as identified by Cook County, and will require specific reporting data based on that category.

Type	Metric	Collection Timeframe	Data Owner	Data Type
Treasury-Required	Total Funds Obligated and Expended (\$)	Quarterly	Project Lead	Numeric

To determine whether the Party is meeting performance expectations, the County has set and will monitor performance goals, indicators, targets, and baseline data. The Subrecipient will be responsible for tracking project progress and providing regular updates to the County for inclusion in County reporting.

Type	Metric	Collection Timeframe	Data Owner	Data Type
Program Specific	Geographic disbursement of infrastructure funds	Monthly	Project Lead	Text
Program Specific	# of projects submitted in low to moderate (Cohort 3 and 4) income communities	Monthly	Project Lead	Numeric
Program Specific	# of projects awarded in low to moderate (Cohort 3 and 4) income communities	Monthly	Project Lead	Numeric
Program Specific	# of projects completed in low to moderate (Cohort 3 and 4) income communities	Monthly	Project Lead	Numeric
Program Specific	# of pedestrian and bike infrastructure projects submitted	Monthly	Project Lead	Numeric

Program Specific	# of pedestrian and bike infrastructure projects awarded	Monthly	Project Lead	Numeric
Program Specific	# of pedestrian and bike infrastructure projects completed	Monthly	Project Lead	Numeric

EXHIBIT C

MONITORING AND FISCAL REPORTING

Subrecipients shall include applicable monitoring and fiscal reporting requirements in any sub award agreement

Given the nature of the ARPA Program and the imperative to get assistance to County residents who are in need, significant monitoring and compliance controls have been built into the front-end management of the program to ensure financial integrity and accuracy. Embedded monitoring and compliance measures include but are not limited to:

- Establishing performance metrics and standardizing administrative reporting
- Establishing a clear program governance
- Managing and overseeing program cash flow
- Regular review and monitoring of expenditures to ensure compliance with Treasury parameters

In order to help ensure that Treasury Guidance and DOTH policy are being followed, DOTH will receive regular reporting from the VILLAGE OF HOMEWOOD (See Exhibit B for details). In addition, reviews of the Program will be performed, and regular contact with the VILLAGE OF HOMEWOOD will be maintained to both maximize the Program's coordination and adhere to federal guidelines.

The federal Uniform Guidance, 2 CFR 200.332(d), requires that pass-through entities "monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved." As a direct recipient of federal funds for State and Local Fiscal Recovery, and as a pass-through entity providing federal funding to Subrecipients delivering the program, DOTH, as authorized by Cook County, is responsible for monitoring its subrecipients and their use of federal funds in a manner that conforms to ARPA spending rules.

- RESPONSIBILITY
DOTH or their designee will be responsible for arranging monitoring and compliance activities for the Invest in Cook Expansion. The Bureau of Administration will also conduct a formal review to satisfy County requirements and ensure compliance is being maintained.
- FREQUENCY
Monitoring the VILLAGE OF HOMEWOOD and their activities shall be conducted at the discretion of DOTH. At a minimum, DOTH will perform periodic compliance monitoring reviews of the VILLAGE OF HOMEWOOD's activities. DOTH's designated representative can choose to perform sporadic monitoring if they deem it necessary, and can use the meetings for financial, programmatic or compliance review purposes. Irrespective of DOTH's official monitoring review, DOTH will supplement the basic monitoring activities with the weekly reporting requirements from the VILLAGE OF HOMEWOOD.
- OBJECTIVE AND SCOPE
DOTH will monitor the activities of the VILLAGE OF HOMEWOOD as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the

terms and conditions of the subaward; and that subaward performance goals are achieved. Pursuant to 2 CFR 200.332(d), the scope of monitoring of a subrecipient must include, but is not limited to:

1. Reviewing financial and performance reports
2. Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the VILLAGE OF HOMEWOOD from DOTH detected through audits, on-site reviews, and written confirmation from the VILLAGE OF HOMEWOOD highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.
3. Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the VILLAGE OF HOMEWOOD from DOTH as required by 2 CFR 200.521.
4. Resolving audit findings specifically related to the subaward. DOTH is not responsible for resolving crosscutting findings. If the VILLAGE OF HOMEWOOD has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section § 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

- METHODS

Cook County may employ, but is not limited to, the following monitoring tools:

Examples:

- *Evaluate the continued viability of project components and offer assistance and/or workout plans when necessary and feasible*
- *Provide the VILLAGE OF HOMEWOOD with training and technical assistance on program-related matters*
- *Perform on-site reviews of the VILLAGE OF HOMEWOOD's program operations;*
- *Review administrative and financial management procedures, internal controls, and make recommendations where needed;*
- *Evaluate the accounting applications including, general ledgers, cash receipts/revenue, cash disbursements/expenses, payroll, financial reporting and property and equipment*

- REMEDIES FOR NONCOMPLIANCE

In the course of monitoring, if Cook County determines that the VILLAGE OF HOMEWOOD is noncompliant with the federal statutes, regulations, or the terms and conditions of the federal award, or with DOTH policies, DOTH may attempt to resolve issues of non-compliance by taking one or more of the following actions:

1. Recommending corrective actions,
2. Asking the VILLAGE OF HOMEWOOD to provide a "Corrective Action Plan" (CAP),
3. Providing technical assistance, or

4. Modifying the agreement to include requiring prior approval for certain activities, more frequent communication, or requiring new or additional reporting from the VILLAGE OF HOMEWOOD.

If Cook County determines that noncompliance cannot be remedied through these means, the County may take one or more of the following actions, subject to the applicable notice and cure periods stipulated in the Agreement:

- Temporarily withholding reimbursements pending correction of the deficiency, or
- Requiring Subrecipient to reimburse costs deemed ineligible by DOTH.

If DOTH suspects instances of fraud or misconduct, or determines that the Subrecipient is unable or unwilling to undertake the corrective actions recommended (subject to Defaults, Remedies, Termination and other legal and equitable rights of the County stipulated in the Intergovernmental Agreements) DOTH may take one or more of the following actions, in consultation with Treasury, which may be dependent on the type of deficiency and the seriousness of the deficiency:

1. Disallow all or part of the cost of the activity or action not in compliance,
2. Wholly or partly suspend or terminate the federal funding,
3. Terminate administrative arrangement with Subrecipient, or
4. Take other remedies that may be legally available.

If DOTH deems the non-compliance event to be severe, they reserve the right to escalate a response to the County's Inspector General or the Office of Human Rights. Allegations of monetary or non-monetary offenses must receive a response within 30 days of the finding(s). Material damages resulting from a breach of contract are immediately recoverable by DOTH.

- EXPENSE TRACKING

As a Subrecipient, the VILLAGE OF HOMEWOOD will adhere to Cook County's grant policies with respect to the tracking of program expenditures and the transfer of funds. Cook County reserves the right to update and modify the process by which funds are delivered based on the subrecipient's risk profile and demonstrated ability to meet the program's goals, objectives, reporting, and compliance requirements.

Program funds are anticipated to be distributed to subrecipients on a reimbursement basis. The County, at its discretion, may elect to provide a Subrecipient with a portion of their funding as an advance in some cases.

A Subrecipient seeking reimbursement for non-payroll expenses incurred within the administration of the Invest in Cook Expansion should share the following items at the end of each month with DOTH for each expense item. If a subrecipient has received funding in advance, the Subrecipient shall share this information within one month of the expenditure.

Table I. - Expense Documentation Requirements

Documentation	Purpose	Example (s)
Original Invoice	Proof of purchase	Expense receipt, invoice
Date of Invoice	Incurred during eligible period	Invoice, proof of payment
Expense Description	Eligibility review	Invoice, written description
Vendor	Source of purchase	Invoice, proof of payment
Expense Amount	Total request reimbursement	Total listed on invoice
Proof of Payment	Proof of payment by entity	Bank statement, check statement, general ledger, copy of check
Budget Category	Administrative	Administrative

In addition to an Excel summary of the expenses, all physical copies of monthly invoices should be incorporated into a single PDF document and all corresponding copies of their proof of payment should be incorporated in a separate PDF document. Subrecipients should highlight each expense they are seeking reimbursement for in an easily identifiable manner on the invoice and the proof of payment, respectively (i.e., highlights).

DOTH has the discretion to evaluate expenses and reject those that were incurred outside the eligible period, are not an eligible administrative expense, or that are not clearly connected to the execution of the Invest in Cook Expansion. Additionally, failure to provide the requisite expense documentation listed in the table above each month (or reasonable alternatives) may inhibit the Subrecipient from receiving reimbursement or may delay reimbursement.

Expenses that prompt a Subrecipient unexpectedly to exceed its projected budget will require an additional written explanation for why the expenses were necessary, how they were related to administering the Invest in Cook Expansion, and why they were not included in the original budget. DOTH will decide whether to reimburse such an expense.

- **PAYROLL TIMEKEEPING**

For Payroll reimbursement, the Subrecipient is responsible for tracking employees' working hours dedicated to the Invest in Cook Expansion. The VILLAGE OF HOMEWOOD will track the hours applied directly to the program and share their payroll reimbursement requests on a monthly basis. The required documentation for each employee is specified below:

- Employee name
- Employee title
- Hourly rate
- Number of hours worked, and

e. Overview/Description of program activities

In addition to a document noting the items listed above, a formal payroll report from a Subrecipient's payroll system must be produced that covers the month duration for which the Subrecipient is seeking reimbursement.

Hours not directed to the Invest in Cook Expansion should not be included in the reimbursement request. DOTH shall seek repayment for any erroneous reimbursements.

- INVOICE SUBMISSION

The VILLAGE OF HOMEWOOD must provide the following information to seek reimbursement for program costs (See the Appendix, Attachment A for Templates):

- Expense Summary Form,
- Payroll Report Form,
- Itemized Invoice Report Form
- Invoices, receipts, proof of payment, and/or payroll registers.

These expenses (payroll and non-payroll) will be measured against each projected budget and evaluated for eligibility. Any errors will be annotated and returned to the VILLAGE OF HOMEWOOD for correction prior to reimbursement.

Attachment A

Required documents from subrecipients for expense reimbursement

Sample Reimbursement Summary Form:

CC ESR.01.2022

Expense Summary Report

The following form captures the Subrecipient's prior period's expense incurrence details (cadence rooted in Subrecipient's Risk Assessment). This form must be submitted within 30 days of the month being reported here (unless otherwise communicated). The inputs in Budget Category should align with the budgetary categories agreed upon between the County and the Subrecipient. This report does not absolve the Subrecipient from the requirement to maintain backup documentation (invoices and proof of payment) for all expenses (payroll and non-payroll). Subrecipients must retain and protect the backup documentation for a period of five (5) years beginning at the conclusion of the Grant's closeout, consistent with County policy for required audits and the Treasury Memorandum's record retention requirements. Upon County request, the Subrecipient agrees to share the backup documentation during the grant and the five subsequent years.

Subrecipient Information				
Project Title:				
Subrecipient Name:		Subrecipient Address:		
Unique Entity ID (formally DUNS):		Agreement Term:		
Incurrence Period Covered:		Date Submitted:		

Budgetary Category	Approved Budget*	Activity Balance**	Expended Amount~	Residual Balance
Capital Improvements & Cons:				
Select				
Select				
Select				
Select				
Select				
Select				
Select				
Totals:				

* Attach additional sheets as necessary.
 * Total Fiscal Year Budget: This should remain the same on all subsequent submissions for that fiscal year (unless a budgetary change is agreed upon).
 ** Amount of funds the entity had remaining from their approved budget before this report. If this is 1st submission, Activity Balance should equal Approved Budget.
 ~ Expended Amount should only be expenditures of this incurrence period covered (not total expenditures to-date). Residual balance will be Activity Balance minus the Expended Amount.

Advancement Drawdown Details (If Applicable)	
Total Advanced Funds Provided To-Date:	
Total Expenditures Reported To-Date (Inclusive of expenditures in this report):	
Total Outstanding Advance To-Date (Advance Provided minus Expenditures Reported):	

Subrecipient Certification	
<i>I certify that the information contained herein is accurate and complete, that funds were only used in furtherance of this project and in compliance with approved budget, and that all other supplementary forms have been provided to the County. I also certify that any additional documentation will be provided in the event of a County request.</i>	
Chief Financial Officer (or equivalent) Name:	Date:
Chief Financial Officer Signature:	

County Program Lead Approvals			
Enter Program ID:	Enter Subrecipient's risk level:	Select	
Subrecipient Submitted all prior required docs: Select			
County Department Name:	County Department #:		
Program Lead Name:	Program Lead Signature:	Date Signed:	
Dept. Fiscal Lead:	Dept. Fiscal Lead:	Date Signed:	

* The following form must be submitted as a package along with the Payroll Report and the Itemized Invoice Report. *

Sample Personnel Costs Form:

CC.PR.01.2022

Payroll Report

The following form is intended to assist the Subrecipient in providing payroll incurrence details for employees working on the project. This report does not absolve the Subrecipient from requirement to maintain backup documentation (invoices and proof of payment) for all expenses (payroll and non-payroll). Subrecipients must retain and protect the documentation for a period of five (5) years beginning at the conclusion of the Grant's closeout, consistent with County policy for required audits and the Treasury Memorandum's record retention requirements. Upon County request, the Subrecipient agrees to share the backup documentation during the grant and the 5 subsequent years. The total for column 'C' should equal the payroll line-item amount for the same reporting period on the Expense Summary Report.

Subrecipient Information			
Project Title:			
Subrecipient Name:	Subrecipient Address:		
Unique Entity ID*:	Agreement Term:		
Incurrence Period Covered:	Date Submitted:		

* Formally known as the entity's DUNS number

Employee Name	Title	A	B	C
		Gross wages paid for pay period	% of hours worked on project	Total project wages A*B
Totals:				

Attach additional sheets as necessary.

Subrecipient Certification	
<i>I certify that the information contained herein is accurate and complete, that funds were only used in furtherance of this project and in compliance with approved budget, and that all other supplementary forms have been provided to the County. I also certify that any additional documentation will be provided in the event of a County request.</i>	
Chief Financial Officer (or equivalent) Name:	Date:
Chief Financial Officer Signature:	

* The following form must be submitted as a package with the Expense Summary Report and the Itemized Invoice Report. *

Sample Other Costs Form:

CC.IIR.01.2022

Itemized Invoice Report

The following form captures Subrecipient incurrence details (cadence rooted in Subrecipient's Risk Assessment) with a list of invoices that can be referenced in the future, if further auditor reviews are needed. The incurrences should be tracked relative to the Budgetary Categories agreed upon between the County and the Subrecipient (with total amounts equaling the budgetary totals reflected in the Expense Summary Report). This report does not absolve the Subrecipient from requirement to maintain backup documentation (invoices and proof of payment) for all expenses (payroll and non-payroll). Subrecipients must retain and protect the backup documentation for a period of five (5) years beginning at the conclusion of the Grant's closeout, consistent with County policy for required audits and the Treasury Memorandum's record retention requirements. Upon County request, the Subrecipient agrees to share the backup documentation during the grant and the 5 subsequent years.

Subrecipient Information					
Project Title:					
Subrecipient Name:			Subrecipient Address:		
Unique Entity ID (formally DUNs):			Agreement Term:		
Incurrence Period Covered:			Date Submitted:		

Vendor Name	Budget Category	Invoice Date	Check Number	Invoice Amount	Requested Amount
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
Totals:					

Attach additional sheets as necessary.

Subrecipient Certification	
I certify that the information contained herein is accurate and complete, that funds were only used in furtherance of this project and in compliance with the approved budget, and that backup documentation for the details herein have been maintained and will be procured in the event of a County request.	
Chief Financial Officer (or equivalent) Name:	Date:
Chief Financial Officer* Signature:	

* This form must be submitted as a package with the Expense Summary Report and the Payroll Report.*

EXHIBIT D
Request for Advance of Grant Funds

The following form affords organizations in need of an advance of funds to request them from the County to perform program activities. The information should be provided by the subrecipient and shared with the County Program Lead. The information below is required before an advance of funds can be initiated.

Sample Advance Form:


		Advancement Request Form		CC.ARF.01.2022
		<p><i>This form allows organizations in need to request an advance from the County. The information requested under blue header sections must be provided. This completed form is required before an advance can be made. Subrecipients must retain and protect the backup documentation (invoices and proof of payment) incurred against this advance for a period of five (5) years beginning at the conclusion of the Grant's closeout, consistent with County policy for required audits and the Treasury Memorandum's record retention requirements. Upon County request, the Subrecipient agrees to share the backup documentation during the grant and the five subsequent years.</i></p>		
Subrecipient Information				
Project Title:				
Subrecipient Name:		Unique Entity ID*:		
Subrecipient Address:		Agreement Term:		
<small>*Normally, limited to the entity's DUNS number The advance may be made within 9 months of the end of Agreement Term</small>				
Amount Requested				
Amount Requested:				
Basis of Need Explanation				
Subrecipient Certification				
<p>I hereby certify this request is being made with full intent to expend funds consistent with ARPA and County compliance and eligibility standards, and the approved budget. I certify the funds will only be used for costs applicable to the program herein. I certify I have the authority to submit this request on behalf of the organization I represent. I understand providing false information will subject my organization or municipality to termination from the above referenced program(s) and that there may be additional penalties including, but not limited to, referral to the appropriate law enforcement agencies for filing of criminal charges. 18 U.S.C. § 1001 makes it a felony to knowingly, and willfully, make materially false statement on a matter within the jurisdiction of any Federal agency. I understand knowingly and willfully making a materially false statement or concealing a material fact could subject me to a fine or imprisonment of up to 5 years, or both. I certify I have read Cook County's Policy on Advances, and I understand and accept the risks and responsibilities associated with this advance. Any misuse of funds could result in the termination of the Subrecipient Agreement and will require the organization to refund the County those amounts. Any advanced funds not yet spent by Subrecipient shall be promptly returned to the County within fifteen (15) days of termination.</p>				
Subrecipient Signature				
Chief Financial Officer (or equivalent) Name:		Date:		
Chief Financial Officer Signature:				
For Use by County Departments Only				
Enter Program ID:		Enter Subrecipient's risk level:	Select	
Enter Subrecipient's Fiscal Year (FY) allocation:		% of FY allocation this request represents:		
Is amount requested within allowable parameters?	Select	What is the Subrecipient's Supplier Number?		
What number advance is this request?		Date of last advance:		
Aggregate amount of all prior advances:		Did Subrecipient signatory attend fiscal trainings?	Select	
Subrecipient complied with expense sharing requirements and cadences prior to this request?			Select	
County Department Name:		County Department #:		
Program Lead Name:		Program Lead Signature:		Date Signed:
Dept. Fiscal Lead Name:		Dept. Fiscal Lead Signature:		Date Signed:
For Use by Department of Budget and Management Only				
Budget Director Name:		Budget Dir. Signature:		Date Signed:
<input type="checkbox"/> Approve	Reason:			
<input type="checkbox"/> Deny				

EXHIBIT E
Data Privacy Guidelines and Requirements

Subrecipients shall include data privacy guidelines and requirements in any sub award agreement.

Unauthorized access, use, or disclosure of personally identifiable information (“PII”) can seriously harm both individuals, by contributing to identity theft, blackmail, or embarrassment, and the organization, by reducing public trust in the organization or creating legal liability. PII includes any information that reveals or may reveal an individual’s identity such as: name, social security number, date and place of birth, mother’s maiden name, biometric records, or any other information linked or linkable to an individual, such as medical, educational, financial, and employment information or as otherwise defined in the Illinois Personal Information Privacy Act. The business practices of Cook County and its County Agencies as well as subrecipients must conform to with the necessary data privacy requirements, standards, and operational controls to ensure conformity with legal and regulatory requirements, county ordinances, and business requirements, including:

- Illinois Personal Information Protection Act (815 ILCS 530/)
- Illinois Biometric Information Privacy Act (740 ILCS 14/)
- CJIS—Criminal Justice Information Services Security Policy v5.9.1 (released June 2022)
- HIPAA—Health Insurance Portability and Accountability Act (164.308 Administrative Safeguards, 164.312 Technical Safeguards)
- NIST Special Publication 800-53r4 Security and Privacy Controls for Federal Information Systems and Organizations
- NIST Special Publication 800-122 Guide to Protecting the Confidentiality of Personally Identifiable Information
- NIST Special Publication 800-88, Revision 1: Guidelines for Media Sanitization
- 2 CFR § 200.303 - Internal controls.

Subrecipient shall develop and maintain standard operating procedures that meet the following criteria:

- Identify all PII residing within their organization or under the control of their organization through a third party to ensure all PII is protected.
- Document, review, and ensure that there are security measures implemented and maintained to protect data from unauthorized access, acquisition, destruction, use, modification, or disclosure.
- Implement measures to comply with breach notification requirements outlined in the Illinois Personal Information Protection Act.

A. Fair Information Practices

Privacy is much broader than just protecting the confidentiality of PII. The protection of PII and the overall privacy of information are concerns both for individuals whose personal information is at stake and for organizations that may be liable or have its reputation damaged should such PII be inappropriately accessed, used, or disclosed. To establish a comprehensive privacy program that addresses the range of privacy issues that Cook County may face, Subrecipient should take steps to establish policies and procedures that address all fair information practices.

Collection Limitation—There shall be limits to the collection of personal data by the Subrecipient and any such data shall be obtained by lawful and fair means and, where appropriate, with the knowledge or consent of the data subject. Data collection shall be limited to only the data required to effectuate the stated purpose for which it is collected.

Data Quality—Personal data collected shall be relevant to the purposes for which they are to be used, and, to the extent necessary for those purposes, shall be accurate, complete, and kept up to date.

Purpose Specification—The purposes for which personal data are collected by the Subrecipient shall be specified not later than at the time of data collection and the subsequent use limited to the fulfillment of those purposes or such others as are not incompatible with those purposes and as are specified on each occasion of change of purpose.

Use Limitation—Personal data shall not be disclosed, made available, or otherwise used for purposes other than those specified, except with the consent of the data subject or by the authority of law.

Security Safeguards—Personal data shall be protected by the Subrecipient through use of reasonable security safeguards against such risks as loss or unauthorized access, destruction, use, modification, or disclosure of data.

Openness—The Subrecipient shall have a general policy of openness about developments, practices, and policies with respect to personal data. Means shall be readily available for establishing the existence and nature of personal data, and the main purposes of their use, as well as the identity and usual residence of the data controller.

Individual Participation—An individual shall have the right: (a) to obtain from a data controller, or otherwise, confirmation of whether or not the data controller has data relating to him or her; (b) to have communicated to him or her, data relating to him or her within a reasonable time; at a charge, if any, that is not excessive; in a reasonable manner; and in a form that is readily intelligible to him or her; (c) to be given reasons if a request made under subparagraphs (a) and (b) is denied, and to be able to challenge such denial; and (d) to challenge data relating to him or her and, if the challenge is successful, to have the data erased, rectified, completed, or amended.

Accountability—The Subrecipient shall utilize or name a data controller who shall be accountable for complying with measures which give effect to the principles stated above.

For the purposes of this agreement, "Data Collector" or "Data Controller" may include, but is not limited to, government agencies, public and private universities, privately and publicly held corporations, financial institutions, retail operators, and any other entity that, for any purpose, handles, collects, disseminates, or otherwise deals with nonpublic personal information.

B. Accounting of Disclosures

1. The Subrecipient shall keep an accurate accounting of disclosures of information held in each system of records under its control, including:
 - a. Date, nature, and purpose of each disclosure of a record; and
 - b. Name and address of the person or agency to which the disclosure was made.
2. Subrecipient shall retain the accounting of disclosures for the life of the record and thereafter according to the Agreement record retention requirements; and
3. Subrecipient shall make the accounting of disclosures available to the person named in the record upon request.

C. Consent

1. Subrecipient shall provide means, where feasible and appropriate, for individuals to authorize the collection, use, maintaining, and sharing of PII prior to its collection; and
2. Subrecipient shall appropriate means for individuals to understand the consequences of decisions to approve or decline the authorization of the collection, use, dissemination, and retention of PII; and
3. Subrecipient shall obtain consent, where feasible and appropriate, from individuals prior to any new uses or disclosure of previously collected PII; and
4. Subrecipient shall ensure that individuals are aware of and, where feasible, consent to all uses of PII not initially described in the organization's public notice posted on its website or in its policies that was in effect at the time the organization collected the PII.

D. Privacy Notice

1. Subrecipient shall provide effective notice to the public and to individuals regarding:
 - a. Its activities that impact privacy, including its collection, use, sharing, safeguarding, maintenance, and disposal of personally identifiable information (PII); and
 - b. Authority for collecting PII; and
 - c. The choices, if any, individuals may have regarding how the organization uses PII and the consequences of exercising or not exercising those choices; and
 - d. The ability to access and have PII amended or corrected if necessary.
2. The Subrecipient shall describe:
 - a. The PII collected and the purpose(s) for which it collects that information; and
 - b. How the Subrecipient uses PII internally; and
 - c. Whether the County Agency shares PII with external entities, the categories of those entities, and the purposes for such sharing; and
 - d. Whether individuals have the ability to consent to specific uses or sharing of PII and how to exercise any such consent; and
 - e. How individuals may obtain access to their PII; and how PII will be protected.
3. The Subrecipient shall publicly post a Privacy Notice that clearly states the purpose for which it uses PII. Subrecipient shall revise the Privacy Notice as needed to reflect changes in practice or policy in how PII is used or handled, before or as soon as practicable after the change.

E. Internal Use

The Subrecipient shall only use PII internally and only for a legitimate purpose as stated in the Illinois Personal Information Protection Act and the organization's public-facing Privacy Notice.

F. Information Sharing with Third Parties

1. The Subrecipient may share PII with third parties only upon consent of the individual and only for a legitimate purpose as stated in the Illinois Personal Information Protection Act; and
2. The Subrecipient shall monitor, audit, and train its staff on whether PII is authorized to be shared with third parties, how that data is to be transferred, and on the consequences of unauthorized use or sharing of PII; and
3. The Subrecipient shall evaluate any proposed new instances of PII to be shared with third parties to assess whether sharing is authorized and whether additional public notice concerning data privacy on its website or in its policies is required.

EXHIBIT F

CERTIFICATION REGARDING LOBBYING

(This form is required for Subrecipient/Sub award funding of more than \$100,000)

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

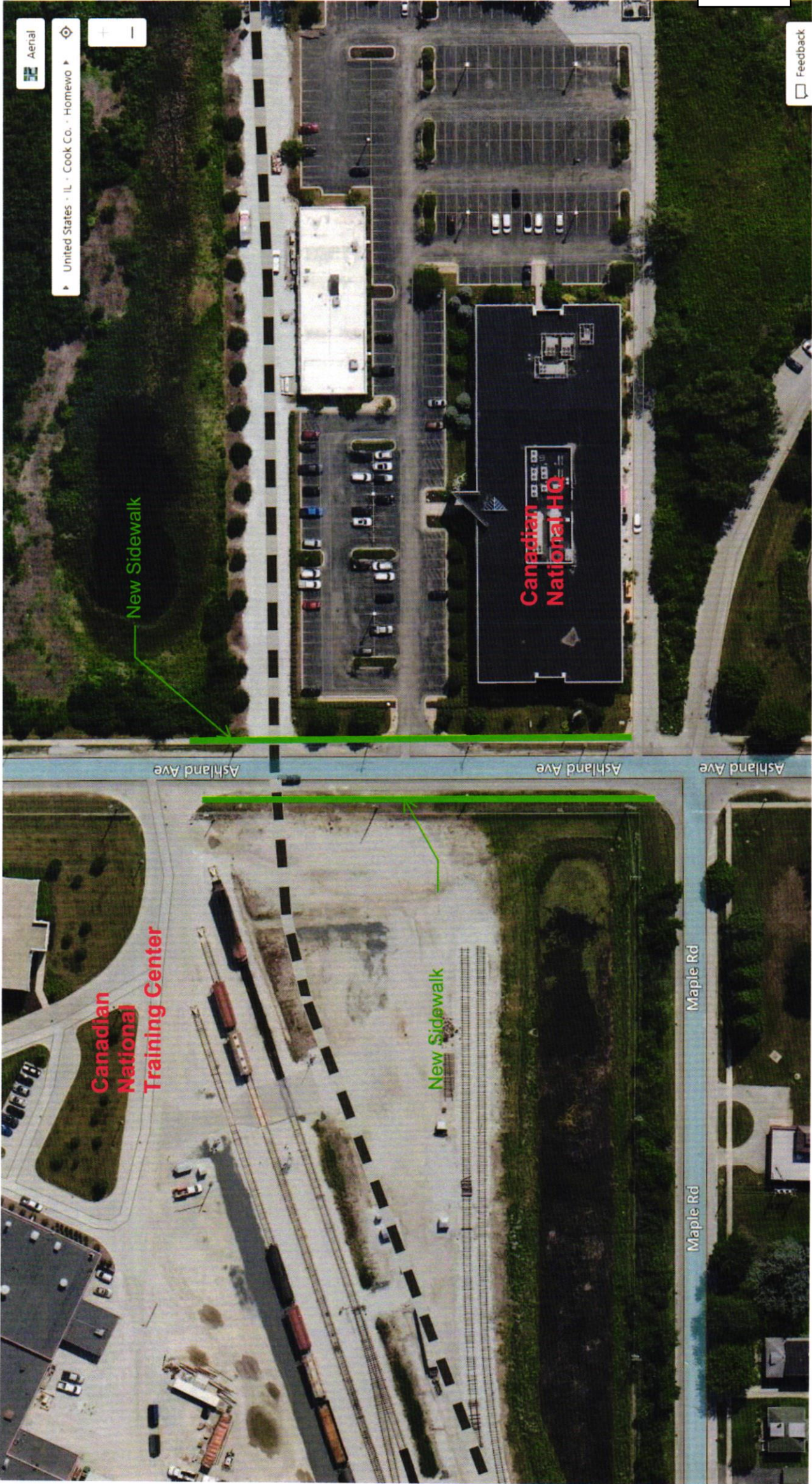
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____ Date: _____
Signature of Subrecipient's authorized official

(Print name of person signing above)

(Print title of person signing above)





BOARD AGENDA MEMORANDUM

DATE OF MEETING: January 9, 2024

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: John D. Schaefer, 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 right-of-way in accordance with State requirements. This Resolution allows the Village to request permits to work in State right-of-way and waives the requirement of posting a surety bond.

PROCESS

The Village owns and operates sanitary sewer, water, and storm sewer systems on State roads such as 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 requirement also pertains to any emergency work such as the repair of a broken water main or sewer.

To expedite the permit process, a current Village Resolution must be on file with IDOT prior to starting work. The Resolution establishes that the Village will take full responsibility to restore the IDOT right-of-way upon completion 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.

Upon adoption, the Resolution is filed with IDOT. Without the Board approved Resolution, work is prohibited until a permit is applied for and issued, including submittal of a surety bond.

OUTCOME

Approval of this Resolution streamlines and expedites the Village's ability to respond to emergency repairs in IDOT right-of-way. The Resolution does not constitute a blanket permit for work. A separate application must be made to IDOT for each individual project - like new



construction or capital projects. In the case of emergencies, verbal authority may be given by IDOT prior to receipt of the written application. This Resolution will be valid through calendar year 2023 through the end of December 2024.

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 right-of-way through calendar year 2023 through the end of December 2024 in accordance with State requirements.

ATTACHMENT(S)

Resolution

RESOLUTION No. 3172

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 2023 and 2024, 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 or 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: January 9, 2024

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: John D. Schaefer, Director of Public Works

Topic: MFT Supplemental Resolution – Purchase of Rock Salt

PURPOSE

Consider a resolution appropriating \$86,000 of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of the Illinois Highway Code.

PROCESS

The Illinois Motor Fuel Tax (MFT) Fund is derived from a tax on the privilege of operating motor vehicles upon public highways and of operating recreational watercraft upon the waters of this State, based on the consumption (purchase) of motor fuel. After revenues are deposited into the Motor Fuel Tax Fund, they are transferred into state construction funds, the *Motor Fuel Tax - Municipalities Fund*, the Motor Fuel Tax Fund - Town and Road Districts, and the Motor Fuel Tax Fund – Counties. The MFT amounts transferred to the state’s Local Government Fund are distributed to individual municipalities and can be used to construct and maintain roads, traffic controls, street lighting, storm sewers, sidewalks and other pedestrian paths, off-street parking facilities, the purchase of road salt and more. An amendment to the state constitution adopted by Illinois voters in November 2016 prohibits revenues from the Motor Fuel Tax to be used for purposes other than transportation related costs.

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 first by resolution. Attached for Village Board consideration is an IDOT Resolution for Maintenance of Streets and Highways by Municipality under the Illinois Highway Code appropriating the sum of \$86,000 of Motor Fuel Tax funds to cover the purchase/cost of rock salt.

FINANCIAL IMPACT

- **Funding Source:** Motor Fuel Tax Funds
- **Budgeted Amount:** \$100,000
- **Cost:** \$86,000

LEGAL REVIEW

Not Required

VILLAGE OF HOMEWOOD

Item 10. D.



RECOMMENDED BOARD ACTION

Pass a resolution appropriating \$86,000 of Motor Fuel Tax Funds for the purpose of maintaining streets and highways under the applicable provisions of the Illinois Highway Code.

ATTACHMENT(S)

Resolution



District	County	Resolution Number	Resolution Type	Section Number
1	Cook	R-3173	Supplemental	24-00000-00-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 Eighty Six Thousand and No/100----- Dollars (\$86,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 05/01/23 to 04/30/24 .

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 01/09/24 .

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 9th day of January, 2024 .

(SEAL, if required by the LPA)

Clerk Signature & Date

APPROVED

Regional Engineer Signature & Date
 Department of Transportation



BOARD AGENDA MEMORANDUM

DATE OF MEETING: January 9, 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 183rd West TIF District

PURPOSE

Staff engaged Ryan LLC of Chicago, IL (formerly Kane, McKenna & Associates) to assist with creating a redevelopment plan for two parcels comprised of approximately 10 acres and two buildings - the former Brunswick Zone and American Bagel Plaza to establish the 183rd West - Tax Increment Financing District (TIF). The proposed 183rd West TIF Redevelopment Project Area consists of two parcels currently located in the Kedzie Gateway TIF District, established by the Village of Homewood in 2021 at, and about the intersection of Kedzie Avenue and 183rd Street. After the Kedzie Gateway TIF was established, the Village acquired the former Brunswick Zone/Big Lots building and petitioned to have the property declared tax exempt. Separating these parcels from the existing TIF and creating a new TIF would reset the base assessed valuation (AV) of these properties at significantly lower levels, thus creating more TIF increment for redevelopment.

The TIF Act requires that the Municipality convene a joint review board (JRB) 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 25, 2024, at 2:00 p.m. and the public hearing is scheduled for March 12, 2024, at 7:00 p.m. at the Homewood Village Hall.

PROCESS

In November 2023, the Village engaged Ryan LLC (formerly Kane, McKenna & Associates) to conduct the required steps to establish the 183rd West TIF. To establish an area as a "redevelopment project area" according to 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 conducted an eligibility survey of the Redevelopment Project Area and prepared the report which states that the proposed area qualifies as a "redevelopment project



area” as defined in the TIF Act. 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

Tax Increment Financing (TIF) is an economic development tool that uses future tax revenues to finance redevelopment activity. The intersection of Kedzie Avenue and 183rd Street is an important gateway into the Village. The 183rd West - TIF district would allow the Village to use tax increment financing to alleviate conditions that can deter private investment from occurring in the area.

FINANCIAL IMPACT

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

LEGAL REVIEW

Completed

RECOMMENDED BOARD ACTION

Pass an ordinance convening a joint review board and calling a public hearing for the proposed 183rd West - Tax Increment Financing (TIF) Redevelopment Project Area Plan, the designation of the 183rd West - TIF Redevelopment Project Area, and the adoption of tax increment allocation funding.

ATTACHMENT(S)

- Ordinance
- Redevelopment Plan

ORDINANCE M - 2277

AN ORDINANCE of the Village of Homewood, Cook County, Illinois, proposing the designation of a Redevelopment Plan and Project for the designation of the 183rd West TIF Redevelopment Project Area Plan, the designation of the 183rd West 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 183rd West 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, to adopt reasonable registration rules, and to 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 give 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 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, park district, library district, township, and county that will have 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") that said 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 heretofore and it is 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 heretofore and it expressly is found 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 183rd West 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 25, 2024**, 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 March 12, 2024**, 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 9th day of January, 2024.

APPROVED this 9th day of January, 2024.

Village President

ATTEST:

Village Clerk

EXHIBIT A**LEGAL DESCRIPTION OF 183RD WEST TIF REDEVELOPMENT PROJECT AREA****183RD WEST TIF – VILLAGE OF HOMEWOOD, ILLINOIS**

THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 35 NORTH, RANGE 13 EAST AND THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 IN UPHAM SUBDIVISION, RECORDED JULY 28, 1970 AS DOCUMENT NUMBER 21221730 IN BOOK 824 OF PLATS, PAGE 24;

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

THENCE NORTH ALONG THE WEST LINE OF SAID LOT 1 IN UPHAM SUBDIVISION AND THE NORTHERLY EXTENSION THEREOF TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 183RD STREET;

THENCE EAST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 183RD STREET TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF ROBIN LANE;

THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE EAST RIGHT-OF-WAY LINE OF ROBIN LANE TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 43 IN PINWOOD MANOR OF HOMEWOOD FIRST ADDITION, RECORDED NOVEMBER 14, 1988, AS DOCUMENT NUMBER 88524235;

THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF LOT 43 TO A POINT ON THE EAST LINE OF THE WEST 974 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, SAID EAST LINE ALSO BEING THE EAST LINE OF SAID LOT 1 IN UPHAM SUBDIVISION;

THENCE SOUTH ALONG SAID EAST LINE OF LOT 1 IN UPHAM SUBDIVISION TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

EXHIBIT B

NOTICE OF PUBLIC HEARING

VILLAGE OF HOMEWOOD, COOK COUNTY, ILLINOIS
PROPOSED 183RD WEST TIF REDEVELOPMENT PROJECT AREA AND PLAN

Notice is given that at 7:00 p.m. on March 12, 2024 at the Village Hall, 2020 Chestnut Road, Homewood, Illinois, a public hearing will be held to consider the designation of the 183rd West TIF Redevelopment Plan (the “*Redevelopment Plan*”) and the designation of that redevelopment project area known as the 183rd West TIF Redevelopment Project Area (the “*Redevelopment Project Area*”). The Redevelopment Project Area consists of the territory legally described in Exhibit A attached and is generally described below:

The proposed 183rd West District consists of two (2) tax parcels and is generally located on the south side of 183rd Street, east of Kedzie Avenue and west of Robin Lane. All in the Village of Homewood, Illinois.

At the hearing, designation of the Redevelopment Plan and Project, designation of the proposed Redevelopment Project Area, and adoption of tax increment allocation financing therefor 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. Under the Redevelopment Plan and Project, the Village proposes to alleviate “conservation 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 may not be limited to, studies, surveys, professional fees, property assembly costs, construction of public improvements and facilities, rehabilitation of properties, financing, administrative and other professional costs, all as authorized under the Tax Increment Allocation Redevelopment Act, as amended. The Redevelopment Plan objectives include promoting and protecting the health, safety, morals and welfare of the public by establishing public/private partnerships, establishing economic growth, and development in the Village, encouraging private investment while conforming with the Village’s comprehensive plan, restoring and enhancing the Village’s tax base, enhancing the value of the Redevelopment Project Area, improving the environmental quality of the Redevelopment Project Area, and retaining and attracting employment opportunities within the proposed Redevelopment Project Area. To achieve these objectives, the Redevelopment Plan proposes to provide assistance 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 date of the hearing, 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.

There is convened a joint review board to consider the designation of the Redevelopment Plan and Project for and the designation of the proposed Redevelopment Project Area and the adoption of tax increment allocation financing therefor. The joint review board consists of a representative selected by each community college district, local elementary school district and high school district, park district, library district, township, and county that will have the 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 Village, and a public member. The meeting of the joint review board will be held on January 25, 2024, 2:00 p.m. at the Village Hall, 2020 Chestnut Road, Homewood, Illinois.

At the public hearing, all interested persons or affected taxing districts may file written objections with the Village Clerk and may be heard orally with respect to any issues regarding the establishment of the Redevelopment Project Area, the creation of the Redevelopment Plan and Project, and the implementation of tax increment allocation financing within the Redevelopment Project Plan. The hearing may be adjourned by the Village Board of the Village without further notice other than a motion to be entered upon the minutes of the hearing fixing the time and place of the subsequent hearing.

Draft Date: 12/19/23

**VILLAGE OF HOMEWOOD, ILLINOIS
183rd WEST TIF DISTRICT REDEVELOPMENT
PROJECT AREA
REDEVELOPMENT PLAN AND PROJECT**

Prepared By:

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

March 2024

VILLAGE OF HOMEWOOD
183rd WEST TIF DISTRICT TIF REDEVELOPMENT PLAN
TABLE OF CONTENTS

I. Introduction..... 1
 A. Overview of Tax Increment Financing (TIF) 2
 B. The Redevelopment Plan 2
 C. Findings Pursuant to the TIF Act 3
II. Redevelopment Project Area 4
 A. Redevelopment Project Area Summary 4
 B. Legal Description of Redevelopment Project Area..... 4
III. Redevelopment Goals 5
 A. Village Goals..... 5
 B. Redevelopment Project Area Goals 6
IV. Evidence of Lack of Development and Growth 7
 A. Qualification Report..... 7
 B. Findings..... 7
V. Assessment of Fiscal Impact on Affected Taxing Districts..... 8
VI. Housing Impact Study..... 9
VII. Redevelopment Project 10
 A. Redevelopment Activities 10
 B. General Land Use Plan..... 11
 C. Additional Design and Control Standards..... 11
 D. Eligible Redevelopment Project Costs..... 11
 E. Sources of Funds to Pay Redevelopment Project Costs..... 20
 F. Nature and Term of Obligations 20
 G. Most Recent and Anticipated Equalized Assessed Value (EAV)..... 21
VIII. Scheduling of Redevelopment Project..... 22
 A. Redevelopment Project 22
 B. Commitment to Fair Employment Practices and Affirmative Action..... 22
 C. Completion of Redevelopment Project 23
IX. Provisions for Amending the Redevelopment Plan and Project..... 24
Exhibit 1 Boundary Map
Exhibit 2 Legal Description.....
Exhibit 3 Qualification Report.....
Exhibit 4 Existing Land Use Map
Exhibit 5 Proposed Land Use Map.....

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 183rd West TIF Redevelopment Project Area consists of two parcels currently located in the Kedzie Gateway Tax Increment Financing Redevelopment Project Area (“Kedzie Gateway TIF District”), established by the Village of Homewood in 2021 at, and around the intersection of Kedzie Avenue and 183rd Street. The intersection of 183rd Street and Kedzie Avenue is considered by the Village to be a key gateway into the Village. The Village’s 1999 Comprehensive Plan (the “1999 Comprehensive Plan”) recognizes 183rd Street as “a major east/west entryway into the Village allowing for a southern grand access-way to the Downtown”. The 1999 Comprehensive Plan also notes that regional retail market shifts “will create the need for additional local retail shopping within the Downtown and along 183rd Street”. Programmed commercial development is recommended as part of the 1999 Comprehensive Plan calling for “expansion of the existing commercial pattern of commercial uses within the northeastern quadrant of 183rd and Kedzie Avenue”. Proximity of the Kedzie and 183rd Street intersection to the commuter rail station and the existing Downtown Transit Oriented Development Tax Increment Financing District (“TOD TIF District”) is also important for coordination and planning for integrated uses, infrastructure, and continuity.

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. Specifically, the Village intends to amend the Kedzie Gateway TIF to remove these two parcels to create a new “183rd West TIF “This represents an opportunity to enhance the approximately 33 acres of property located at the gateway, and to better position the area in relation to marketplace trends impacting both retail and auto industry uses.

Given these conditions, 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.

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 two parcels identified in the boundary map attached hereto as Exhibit 1 (the “Redevelopment Project Area”, “RPA” or “TIF District”) in 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 two 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 two (2) tax parcels generally located on the south side of 183rd Street, east of Kedzie Avenue and west of Robin Lane. Existing land uses within the RPA include commercial, and retail 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 183rd West RPA.

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

Element	Goals/Objectives
Provide commercial districts which will serve the needs of area residents and enhance the overall quality of life in the community	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
	Establish a transition zone surrounding the current downtown where, depending on market timing, changes in zoning from residential to commercial or mixed-uses would be favorably considered depending on the specifics of the proposal
	Implement municipal utility improvements, especially storm water improvements, sidewalk construction/replacement, streetscape, street tree plantings and sign improvements.

Source: Village of Homewood 1999 Comprehensive Plan (2015)

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 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 November 2023 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 property 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) presence of structures below minimum code standards, and (v) obsolescence.

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.

A housing impact study is not required to be completed because the Village will certify that it will not displace ten or more residential units and no residential uses are located within the RPA.

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 and retail land uses. Existing land uses are shown in Exhibit 4, attached hereto and made a part hereof and include commercial, retail, office, and residential uses.

Proposed land uses in the RPA are also to consist of commercial, retail 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:

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

Program Actions/Improvements	Estimated Costs
Land and Property Acquisition and Assembly Costs (including Relocation Costs)	\$ 3,500,000
Site Preparation, Demolition, and Environmental Cleanup.	\$ 3,500,000
Public Works or Improvements including, but not limited to, water, storm, sanitary sewer, traffic management, and roadway and streetscape improvements	\$ 5,500,000
Rehabilitation of Existing Structures	\$ 2,500,000
Professional Service Costs (Including without limitation Planning, Legal, Engineering, Architectural, Financial, Administrative, Annual Reporting and Marketing) Redeveloper Interest Costs Pursuant to the Act	\$ 1,000,000
Interest Rate Rebate (30% of annual private investments costs per the TIF Act)	\$ 1,000,000
School Tuition/Library Costs/Capital Improvements (per the TIF Act)	\$ 0
Job Training	\$ 500,000
TOTAL ESTIMATED TIF BUDGET	\$17,500,000

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 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 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 2022 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 2022 of the property within the RPA is approximately \$3,010,653. 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 \$10,000,000 to \$15,000,000.

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.

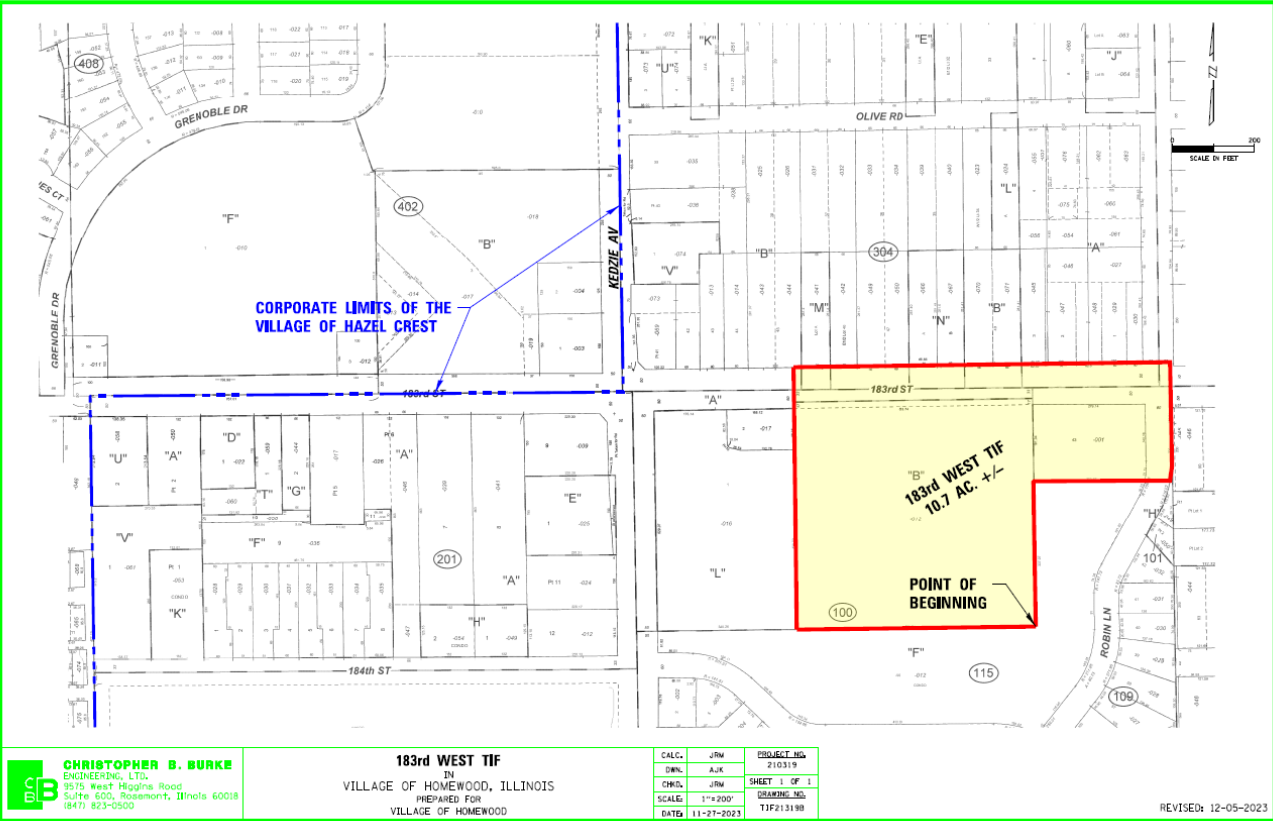
C. Completion of Redevelopment Project

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



CB
CHRISTOPHER B. BURKE
 ENGINEERING, LTD.
 3215 West Higgins Road
 Suite 600, Rosemont, Illinois 60018
 (847) 823-0500

183rd WEST TIF
 IN
 VILLAGE OF HOMEWOOD, ILLINOIS
 PREPARED FOR
 VILLAGE OF HOMEWOOD

CALC.	JRM	PROJECT NO.	210319
DRAWN	AJK	SHEET 1 OF 1	
CHKD.	JRM	DRAWING NO.	TIF213198
SCALE	1"=200'		
DATE	11-27-2023		

REVISED: 12-05-2023

S:\HOMEWOOD\210319\SURVEY\TIF213198.SUP

EXHIBIT 2
LEGAL DESCRIPTION

183RD WEST TIF – VILLAGE OF HOMEWOOD, ILLINOIS

THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 35 NORTH, RANGE 13 EAST AND THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 IN UPHAM SUBDIVISION, RECORDED JULY 28, 1970 AS DOCUMENT NUMBER 21221730 IN BOOK 824 OF PLATS, PAGE 24;

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

THENCE NORTH ALONG THE WEST LINE OF SAID LOT 1 IN UPHAM SUBDIVISION AND THE NORTHERLY EXTENSION THEREOF TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 183RD STREET;

THENCE EAST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 183RD STREET TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF ROBIN LANE;

THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE EAST RIGHT-OF-WAY LINE OF ROBIN LANE TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 43 IN PINWOOD MANOR OF HOMEWOOD FIRST ADDITION, RECORDED NOVEMBER 14, 1988, AS DOCUMENT NUMBER 88524235;

THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF LOT 43 TO A POINT ON THE EAST LINE OF THE WEST 974 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, SAID EAST LINE ALSO BEING THE EAST LINE OF SAID LOT 1 IN UPHAM SUBDIVISION;

THENCE SOUTH ALONG SAID EAST LINE OF LOT 1 IN UPHAM SUBDIVISION TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

EXHIBIT 3
QUALIFICATION REPORT

**VILLAGE OF HOMEWOOD
TAX INCREMENT FINANCE (TIF) QUALIFICATION REPORT
PROPOSED 183rd WEST TIF DISTRICT
REDEVELOPMENT PROJECT AREA**

A study to determine whether all or 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

March, 2024

**VILLAGE OF HOMEWOOD
TIF QUALIFICATION REPORT
183rd WEST TIF DISTRICT
REDEVELOPMENT PROJECT AREA**

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
I.	Introduction and Background	1
II.	Qualification Criteria Used	3
III.	The Study Area	6
IV.	Methodology of Evaluation	7
V.	Qualification of Proposed RPA Findings of Eligibility	8
VI.	Summary of Findings and Overall Assessment of Qualification	11

Appendix I - TIF District Boundary Map

Appendix II - Tax Parcels

I. INTRODUCTION AND BACKGROUND

In considering the designation of the proposed 183rd West TIF District Redevelopment Project Area (“TIF District”), the Village of Homewood (the “Village”) has authorized the 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 two (2) tax parcels (as described in Appendix II) comprised of approximately eight (8) acres and two (2) buildings. The proposed TIF designation will serve to improve the Village’s western gateway along 183rd Street.

The proposed TIF District was found to have various qualification factors that would enable the Village to designate the Study Area as a “conservation area” as defined in the TIF Act. Both of the two (2) buildings within the Study Area, or one hundred percent (100%), are thirty-five (35) years in age or older. These building ages qualify the Study Area as a “conservation” area. Additional qualifying factors in the Study Area include obsolescence, deterioration, excessive vacancies, lagging or declining EAV and structure below minimum code standards.

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

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 TIF District in response to currently proposed redevelopment activities. The Village had previously identified the Study Area as one of the Village’s economic development target areas and included it in the Village’s Kedzie Gateway Tax Increment Financing Redevelopment Project Area (“the Kedzie Gateway TIF”) established in 2021, as a larger area that had experienced trending upward vacancies over the prior few years. Now, the Village intends to amend the Kedzie Gateway TIF to remove these two parcels with which to create a new 183rd West TIF District Redevelopment Project Area and to implement a new, separate “redevelopment plan” as defined in the TIF Act (the “TIF Redevelopment Plan”) by undertaking certain redevelopment proposals to accelerate an increase of the tax base for these two parcels.

The Village has determined that redevelopment currently planned for these two parcels may only be feasible with public financial assistance coordinated with private sector investment. The Village intends to create and utilize this TIF redevelopment plan for these two 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.

II. QUALIFICATION CRITERIA USED

With the assistance of Village staff, Ryan examined the Study Area from November 2023 thru the date of this report, and reviewed information collected for the Study Area to determine the presence or absence of appropriate qualifying factors listed in the TIF Act. The relevant sections of the TIF Act are found below. The TIF 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 in 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 TIF Act, a “conservation area” means any improved area within the boundaries of a redevelopment project area located within the territorial limits of the municipality in which 50% or more of the structures in the area have an age of 35 years or more. Such an area is not yet a blighted area, but because of a combination of 3 or more of the factors identified below may be considered as a “conservation area”.

Conservation Area

In accordance with the TIF Act, Ryan assessed the following factors to determine qualification of the Study Area as a “conservation area”. Pursuant to the TIF Act, such an area qualifies as a “conservation area” provided that:

If improved, industrial, commercial and residential buildings or improvements are detrimental to the public safety, health or welfare because of a combination of five (5) or more of the following factors, each of which is (i) present, with that presence documented, to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the improved part of the redevelopment project 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 two (2) tax parcels generally located on the south side of 183rd Street, east of Kedzie Avenue and west of Robin Lane.

IV. METHODOLOGY OF EVALUATION

In evaluating the 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 2017 through 2022 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 presented to support qualification of part of the proposed TIF District as a “conservation area”.

A. Conservation Area Threshold Factors

Age

According to building permit data provided by Village staff and data from the Cook County Assessor’s office, both of the two structures, or one hundred percent (100%), will be 35-years of age or older upon adoption of the proposed ordinances creating the TIF District by the Village Board.

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 table below indicates that the total EAV of the Redevelopment Project Area has been increasing at an annual rate that is less than the annual CPI for three (3) of the last five (5) calendar years for which information is available.

	2022	2021	2020	2019	2018	2017
Total	3,010,653	3,092,003	3,319,267	2,697,370	3,940,974	3,639,514
%change from Previous Year	-2.63%	-6.85%	23.06%	-31.56%	8.28%	
Village of Homewood	375,659,471	382,833,761	415,209,742	358,598,079	361,124,411	372,186,168
Balance of Village EAV	372,648,818	379,741,758	411,890,475	355,900,709	357,183,437	368,546,654
Percent increase/decrease	-1.87%	-7.81%	15.73%	-0.36%	-3.08%	
CPI-All Urban Consumers	8.00%	4.70%	1.20%	1.80%	2.40%	

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.

Both of the properties within the Study Area suffer from extensive vacancies. For example, the property located at 3055 183rd Street consists of a former approximately 54,000 square-foot Brunswick Zone bowling facility and Big Lots retail store. The Brunswick Zone facility was abruptly closed in January 2015 and has been vacant since that time. The Big Lots retail store closed in October 2021, and it has been vacant since. The second property within the Study Area, located at 3003-3029 W. 183rd Street consists of an approximately 12,000 square foot “Park West Plaza” retail strip shopping center. Five (5) of its nine (9) commercial units, or fifty-five percent (55%) are currently vacant. One of these five commercial units has been vacant since 2012, another two of these five vacancies date back to 2013, another has been vacant since 2014, and the fifth has been vacant since 2022. All of these vacancies, taken together, represent almost sixty-four percent (64%) of the eleven (11) total commercial units within the Study Area, and have therefore become a significant adverse influence on the area due to both their duration and extent.

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.

Various degrees of deterioration were observed at both parcels within the Study Area. With respect to surface improvements, deterioration was found to be prevalent in the asphalt-paved parking areas and service driveways in the form of extensive surface cracking, potholes, settlement, loose paving materials, and weed growth in pavement, along with crumbling curbs, faded parking striping paint and traffic control paint, broken or dislodged parking blocks, and deteriorated light standards.

Secondary building defects were also observed, including, among others, masonry exteriors in need of tuckpointing, broken window seals and glass, damaged door frames, sagging roofs and defective roof shingles, damaged gutters, sagging soffits, peeling and faded paint on building exteriors, deteriorated loading docks and rusted/deteriorated metal service doors.

Deterioration such as that described above has been documented by the Village in multiple notices of code enforcement violations to property owners within the Study Area over the last several years, including for potholes, parking lot pavement sealing, parking lot striping paint, weed growth, roof leaks, painting, signage, retaining walls, debris removal, and tuckpointing.

4. Presence of Structures Below Minimum Code Standards:

Pursuant to the Act, structures below minimum code standards are 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.

The Brunswick/Big Lots property was issued a demolition order by the Village in January 2020 citing dilapidation that is “so out of repair as to be dangerous and unsafe for human occupancy” and was “declared a nuisance and dangerous to public safety.” The Village subsequently condemned the property and, in October 2022, acquired this property pursuant to a settlement agreement with the property owner who had failed to address any code violations cited by Village staff over time. Currently, this property continues to have outstanding fire safety code violations. In addition, the Park West Plaza retail center currently has such violations as unsafe electrical systems, inadequate fire separation assemblies, and Village-mandated roof replacement. In addition to these life and safety code violations, both properties have also been cited with various maintenance violations.

5. 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. As mentioned previously, the Brunswick property is 45 years old and the retail strip center property is 35 years old. These advanced ages, along with their associated deterioration described previously, contribute to their obsolescence in comparison to contemporary construction and development standards.

Another example of functional obsolescence is the now eight-year-old vacancy of the Brunswick Zone space and the now complete vacancy (attributable to the closing of the Big Lots retail store) as of October 2022. These vacancies are evidence of the obsolescence of older, larger, limited-use buildings like this, given recent trends in marketplace competition and newer retail trends. In addition, the 55% vacancy rate at the Park West Plaza retail center contributes to its potential obsolescence. These vacancy patterns suggest that these structures are no longer well suited for their original intended use.

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:

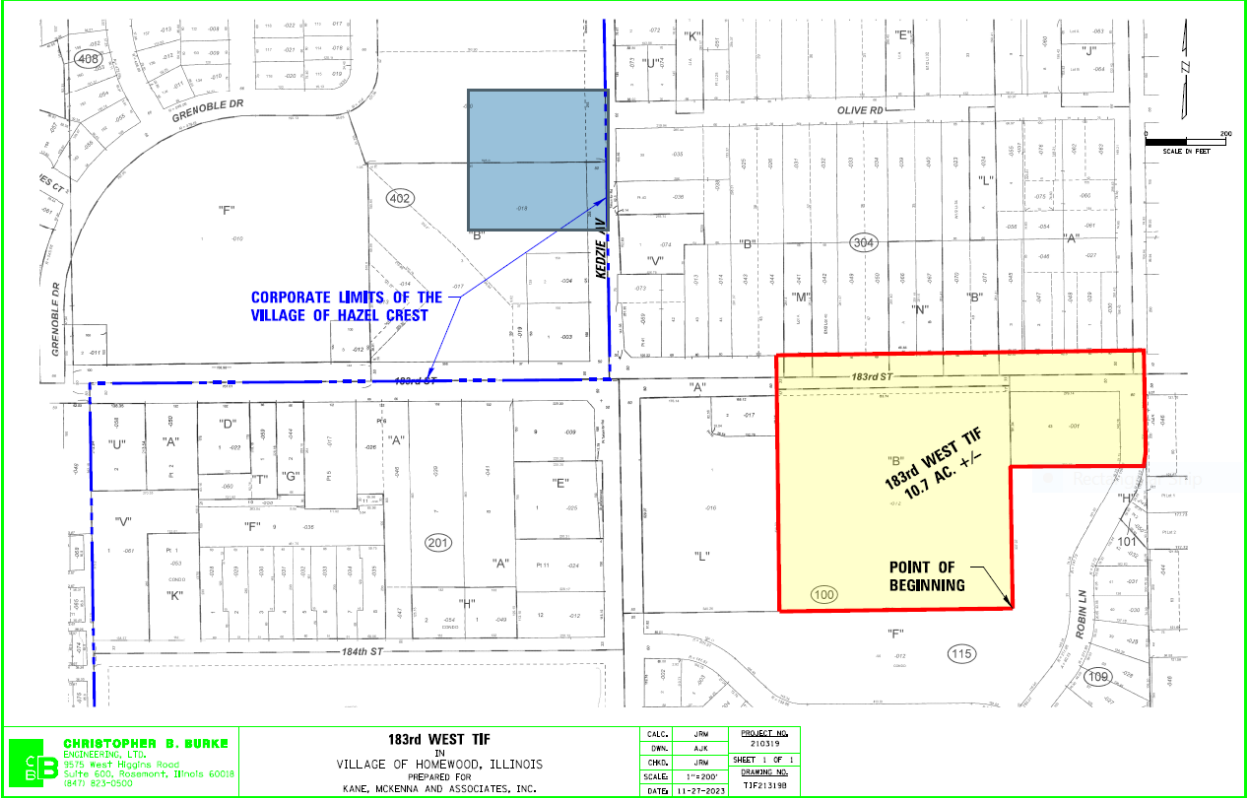
1. The area is contiguous and is greater than 1½ acres in size;
2. The area qualifies as a “conservation area;”;
3. All property in the area would substantially benefit from the proposed redevelopment project improvements;
4. The sound growth of taxing districts applicable to the area, including the 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.

These findings, in the judgment of Ryan, provide the Village with sufficient justification to consider designation of the area as a 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 and retention as well as the coordination of redevelopment efforts for modern uses. These efforts will be important to the area’s continued improvement and preservation of tax base.

APPENDIX I

TIF DISTRICT BOUNDARY MAP



CB
CHRISTOPHER B. BURKE
ENGINEERING, LTD.
3575 West Higgins Road
Suite 600, Rosemont, Illinois 60018
1847) 823-0500

183rd WEST TIF
IN
VILLAGE OF HOMEWOOD, ILLINOIS
PREPARED FOR
KANE, MCKENNA AND ASSOCIATES, INC.

CALC.	JRW	PROJECT NO.	210319
DWN.	AJK	SHEET 1 OF 1	
DRAWN	JRW	DRAWING NO.	TIF21319B
SCALE	1"=200'		
DATE	11-27-2021		

APPENDIX II
TAX PARCELS

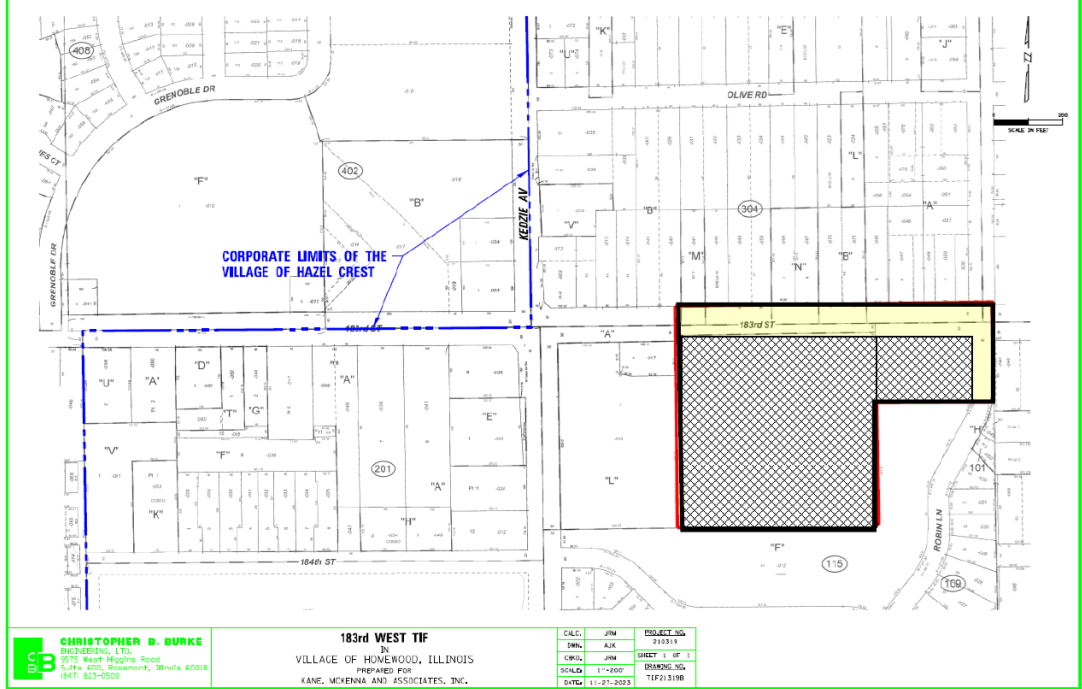
31-01-100-012
31-01-115-001




EXHIBIT 4
EXISTING LAND USE MAP

Existing Land Use Map

Village of Homewood

183rd West RPA



-  Proposed Boundary
-  Parcels
- Existing Land Use**
-  Commercial

CD
CHRISTOPHER D. BURKE
 ENGINEERING, LTD.
 9575 West Higgins Road
 Suite 400 Rosemont, Illinois 60018
 (847) 833-0500

183rd WEST TIF
 IN
 VILLAGE OF HOMEWOOD, ILLINOIS
 PREPARED FOR
 KANE, MICHENK AND ASSOCIATES, INC.

DATE	BY	PROJECT NO.
DATE	BY	SHEET # OF #
SCALE	DATE	TIF#
DATE		

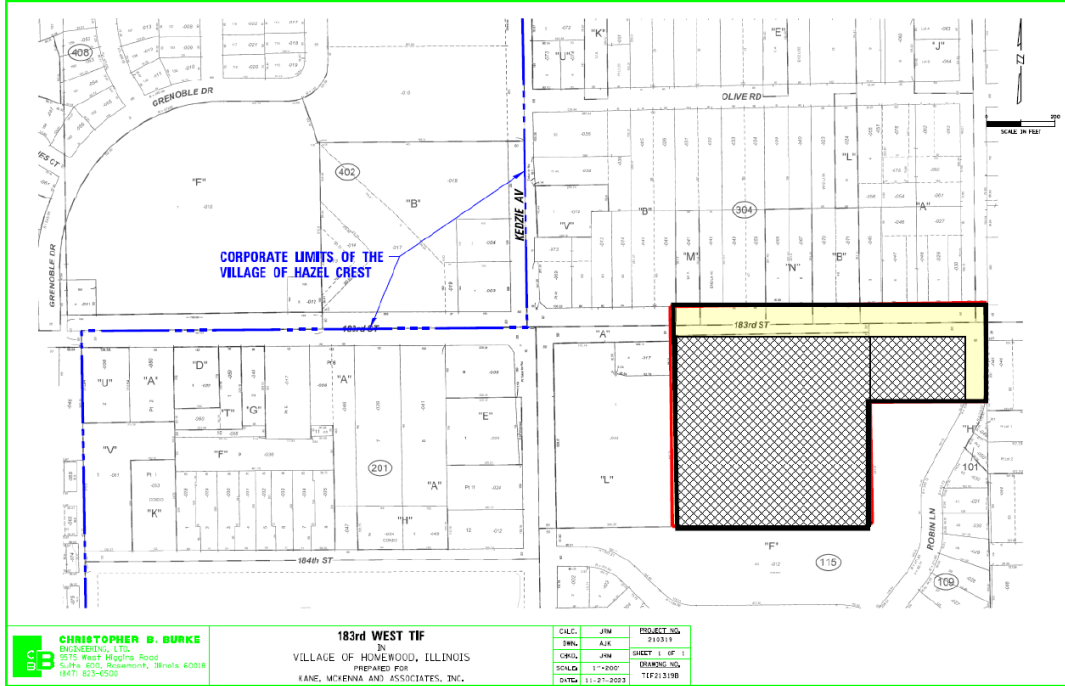
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EXHIBIT 5
PROPOSED LAND USE MAP

Proposed Future Land Use Map

Village of Homewood

183rd West RPA



-  Proposed Boundary
-  Parcels
- Proposed Land Use**
-  Commercial

CHRISTOPHER B. BURKE
 ENGINEERING, LTD.
 5075 West Higgins Road
 Suite 600, Rosemont, Illinois 60018
 847-633-6500

183rd WEST TIF
 IN
 VILLAGE OF HOMEWOOD, ILLINOIS
 PREPARED FOR
 KANE, MCKENNA AND ASSOCIATES, INC.

DATE:	JUN	PROJECT NO.
DRAWN:	AJK	113313
CHECK:	JWM	SHEET 1 OF 1
SOLD:	3-7-2007	DRAWING NO.
DATE:	11-21-2003	TIF#13198

S:\HOMWOOD\183RD SURVEY\TIF13198.DWG



Village of Homewood
Ethics Commission
2023 Annual Report

Village Hall Conference Room
2020 Chestnut Road
Homewood, IL 60430

1. **PURPOSE:**

The purpose of the Ethics Commission is to receive, evaluate, and review all complaints, charges, or questions of ethics referred to it, and report its findings, if any, to the Village Board, the Village Manager, other appropriate Village Commission, or other appropriate agency. When requested to do so, it shall also make recommendations as to the interpretation or revision of the Village's Ethics Ordinance. Further duties and responsibilities are covered by Chapter 39, entitled *Ethics Policy*, of the Homewood Municipal Code.

2. **MEMBERSHIP:**

The membership of the Ethics Commission is as follows:

<u>Members</u>	<u>Expiration of Term</u>
Chairperson – Ellen Dreyfus	9/12/2026
Susan Goldberg	1/10/2026
Odell Fields	1/10/2026
Richard Lites	4/13/2024
Daniel Wentworth	2/23/2024
Wanzette Bilbrew	10/25/2025
Gerald Fritz	8/22/2026

Tyler Hall, Staff Liaison

Chris Cummings, Village Attorney (Ex-officio member)

President Richard Hofeld (Ex-officio member)

3. **SCHEDULE OF MEETINGS:**

One annual meeting, others called as needed.

4. **ACCOMPLISHMENTS:**

There were no ethics complaints referred to the Ethics Commission in 2023.

Respectfully submitted,

Rabbi Ellen W. Dreyfus

Homewood Fire 2% Fund

2023 Annual Report

During 2023, the Homewood Fire 2% Fund consisted of:

Joseph Exline, President
Matthew Moran, Treasurer
Richard Qualter, Secretary
Ryan Tracy
David Vitolka
Edgar Serna
Bob Grabowski, Fire Chief.

The terms of Matthew Moran, Joe Exline, and David Vitolka renewed in 2023. A call for nominations was made to the department members in October, and no other nominations were received. Moran, Exline, and Vitolka were elected by acclamation in November.

The Homewood Fire Department Foreign Fire Board met four times in 2023:

- January 31, 2023
- May 3, 2023
- November 1, 2023
- December 18, 2023

On January 1, 2023 the 2% Fund account contained \$77,174.06. We spent \$18,765.70 on various improvements and supplies for the fire station. We received \$41,036.80 from the Illinois Municipal League. The balance on December 26, 2023 was \$99,445.16.

Respectfully,

Joseph Exline, President

Matthew Moran, Treasurer



ANNUAL REPORT | 2023 APPEARANCE COMMISSION

PURPOSE

The Appearance Commission considers all applications for new buildings, developments, remodeling, and additions in multi-family, commercial, and industrial districts and planned public improvements for proposed external architectural features, landscaping design, and site planning, as well as requests for signs requiring variations from sign code. The Appearance Commission assists in the formation, review, and amendment of the Appearance Plan to establish guidelines intended to protect and stabilize the general appearance of multi-family, commercial, and industrial districts and public improvements, and maintain established standards of property values throughout the Village.

MEMBERSHIP: 7-Member Commission

Member	Position	Appointment	Term Expiration
Jack Hrymak	Chairman		07/27/2024
Jack Hrymak	Member	09/24/2012	
Brian Quirke	Member	10/25/2016	10/11/2025
Kalinda Preston	Member	08/10/2021	08/10/2024
Tikia Kidd	Member	09/27/2022	09/27/2025
James Scheffke	Member	09/27/2022	09/27/2025
Dan Kluck	Member	02/07/2023	02/07/2026
Christine Banks	Member	12/19/2023	12/19/2026
Jim Wright	Chairman	08/09/2011	Deceased
John Zander	Member	08/13/2019	Resigned
Elizabeth Smith	Member	05/23/2023	Resigned

SCHEDULE OF MEETINGS

The Appearance Commission holds a regularly scheduled meeting on the first Thursday of every month at 6:00 pm in the Village Board Room. In addition to the regularly scheduled meetings, the Commission held two additional Special Meetings on March 29, 2023 and November 8, 2023.

Meetings Held	Meetings Cancelled
Jan 05, 2023	March 02, 2023
Feb 03, 2023	April 06, 2023
Mar 29, 2023 (workshop)	June 01, 2023
May 04, 2023	Aug 03, 2023
Jul 06, 2023	Oct 05, 2023
Sep 07, 2023	Nov 02, 2023
Nov 08, 2023	
Dec 07, 2023	



ACCOMPLISHMENTS

In 2023, the Appearance Commission made determinations on the following cases:

- a. **CASE 22-46: Exterior Alterations and Sign Variance for CD One Price Cleaners Exterior at 18046 Halsted Street**
Approved the exterior alterations and the sign variance on January 5, 2023.
- b. **CASE 23-16: Sign Variance for Dorband-Howe House at 2035 183rd Street**
Approved the sign variance on May 4, 2023.
- c. **CASE 23-19: Exterior Alterations at 17510 Halsted Street for Buffalo Wild Wings**
Approved building elevations and signage on July 6, 2023.
- d. **CASE 23-20: Exterior Alterations at 18250 Harwood Ave for Bawadi Construction INC.**
Approved building elevations and signage on July 6, 2023.
- e. **CASE 23-21: Exterior Alterations at 18123 Harwood Avenue, Hibbing Building**
Approved building elevations on July 6, 2023.
- f. **CASE 23-24: Sign Variance at 18033 Martin Avenue for Goodman Insurance**
Approved sign variance on September 7, 2023.
- g. **CASE 23-25: Façade Improvements at 18027 Dixie Highway for Woori Taekwondo**
Approved exterior elevations on September 7, 2023.
- h. **CASE 23-30: Sign Variance at 17951 Dixie Highway for St. John Neumann's Parish**
Approved sign variance on December 7, 2023.
- i. **CASE 23-32: Sign at 19620 Kedzie Avenue for All Nations Community Church**
Approved signage on December 7, 2023.

In addition, to the casework, the Appearance Commission began the process of updating the Appearance Plan, the guiding document of the Appearance Commission, which was written in 1999 and is overdue for an update. This process included a public workshop on March 29, 2023.

In 2023, the following application for consideration by the Appearance Commission was received and withdrawn by the applicant:

- **CASE 23-04: Building Accent Lighting at the Hartford Building at 2033 Ridge Road.**



ANNUAL REPORT | 2023 PLANNING AND ZONING COMMISSION

PURPOSE

The Planning and Zoning Commission assists in the development, review, and amendment of the Comprehensive Plan, hears and considers all applications for zoning text and map amendments, administrative and zoning variances, outdoor itinerant merchants, special use permits, site plan review, subdivisions and planned unit developments, as well as appeals on decisions made by the building inspector as they relate to the building code and decisions made by authorized Village personnel as they relate to interpretations of the zoning ordinance.

MEMBERSHIP: 7-Member Commission

Member	Position	Appointment	Term Expiration
Fred Sierzega	Chairman	03/22/2016	05/11/2026
Seth Bransky	Member	03/22/2016	04/24/2025
William O'Brien	Member	03/22/2016	03/08/2027
Michael Cap	Member	03/22/2016	04/24/2025
Maureen Alfonso	Member	03/22/2016	04/13/2026
Dexter Johnson	Member	09/27/2016	09/14/2026
Elizabeth Castaneda	Member	04/26/2022	04/26/2027

SCHEDULE OF MEETINGS

The Planning and Zoning Commission holds a regularly scheduled meeting on the second and fourth Thursdays of every month at 7:00 pm in the Village Board Room. In addition to the regularly scheduled meetings, the Commission held one special meeting on October 19, 2023.

Meetings Held	Meetings Cancelled
February 9, 2023	January 12, 2023
February 23, 2023	January 26, 2023
March 09, 2023	March 23, 2023
April 13, 2023	June 22, 2023
April 27, 2023	July 13, 2023
May 11, 2023	July 27, 2023
May 25, 2023	August 24, 2023
June 08, 2023	September 28, 2023
August 10, 2023	October 12, 2023
September 14, 2023	October 26, 2023
October 19, 2023	November 9, 2023
	November 23, 2023
	December 14, 2023
	December 28, 2023



ACCOMPLISHMENTS

In 2023, the Planning and Zoning Commission made recommendations on the following cases:

- a. **Case 23-01: Special Use Permit for a Salon Establishment at 18664 Dixie Highway**
Recommended approval of the special use permit on February 09, 2023. Approved by the Village Board on February 28, 2023, by Ordinance M-2240.
- b. **Case 23-03: Special Use Permit for Massage Therapy at 1131 175th Street, Unit A**
Recommended approval of the special use permit on March 09, 2023. Approved by the Village Board on March 28, 2023, by Ordinance M-2242.
- c. **Case 23-08: Special Use Permit for a Salon Establishment at 18668 Dixie Highway**
Recommended approval of the special use permit on April 13, 2023. Approved by the Village Board on April 25, 2023, by Ordinance M-2243.
- d. **Case 23-09: Special Use Permit for a Salon Establishment at 18350 Kedzie, Suite 200**
Recommended approval of the special use permit on April 27, 2023, and continued to May 11, 2023. Approved by the Village Board on June 13, 2023, by Ordinance M-2252.
- e. **Case 23-11: Special Use Permit for a Salon Establishment at 1918 Ridge Road**
Recommended approval of the special use permit on April 27, 2023. Approved by the Village Board on May 9, 2023, by Ordinance M-2248.
- f. **Case 23-12: Map Amendment to Rezone Limited Properties from R1 to R2**
Recommended denial of text amendment on May 11, 2023. The Village staff withdrew this request.
- g. **Case 23-13: Text Amendment to the Zoning Ordinance for Basketball Equipment and Sports Courts**
Recommended approval of the amendment to the zoning code on April 13, 2023, after discussions on March 9, 2023. Approved by the Village Board on May 9, 2023, by Ordinance MC-1075.
- h. **Case 23-15: Special Use Permit for Massage Therapy at 920 W. 175th Street, Suites 1 & 2**
Recommended approval of the special use permit on May 25, 2023. Approved by the Village Board on June 13, 2023, by Ordinance M-2253.
- i. **Case 23-18: Variance from impervious lot coverage for a parking pad at 17915 Riedle Ct.**
Recommended approval of the variance on June 8, 2023. Approved by the Village Board on June 27, 2023, by Ordinance M-2256.
- j. **Case 23-22: Special Use Permit for a Crematorium at 17803 Bretz Drive**
Recommendation of the special use permit failed on August 10, 2023. The applicant withdrew this request.



- k. Case 23-23: Special Use Permit and Zoning Variance for Ground-Mounted Solar Energy Collections System for INX International at 1000 Maple**
Recommended approval of the special use permit on August 10, 2023. Approved by the Village Board on August 22, 2023, by Ordinance M-2262.
- l. Case 23-26: Special Use Permit for a Tattoo Studio/Body Piercing at 18661 Dixie Hwy.**
Recommended approval of the special use permit on September 14, 2023. Approved by the Village Board on September 26, 2023, by Ordinance M-2265.
- m. Case 23-27: Special Use Permit for Indoor Cycling and Fitness Center at 18203 Dixie Hwy.**
Recommended approval of the special use permit on October 19, 2023. Approved by the Village Board on November 14, 2023, by Ordinance M-2268.
- n. Case 23-29: Special Use Permit for a Salon Establishment at 18350 Kedzie, Suite 202**
Recommended approval of the special use permit on October 19, 2023. Approved by the Village Board on November 14, 2023, by Ordinance M-2269.



Village of Homewood
Beautification Committee
2023 Annual Report

Village Hall Board Room
Homewood, IL 60430

PURPOSE:

Homewood Beautification Committee works with Public Works to beautify the Village with horticultural plantings throughout the year in areas of the Village, and to award citizens with Beautification Awards at the end of each summer.

MEMBERSHIP:

Arla Blocker
Karen Gallagher
Joe Sherman
Laurie Klupchak
Sylvia Alexander
Geraldine Piepenbrink
Charles Turman
Nakina Shanklin
Sharon Sedgwick

SCHEDULE OF MEETINGS:

HBC meets the first Tuesday of each month at 7:00 p.m. in the Village Hall Board Room.
(Unless work sessions take the place of some monthly meetings.)

ACCOMPLISHMENTS:

- **Plant Work**

The Committee chose all plant varieties for downtown hanging flower baskets, sidewalk pots, giant pots at various downtown corners, Central Business District in-ground planters, welcome to Homewood planters, and viaduct planters. The Committee planted and maintained all but the hanging baskets and viaduct planters.

- **Holiday Decorations**

The Committee designed and decorated outdoor pots for winter/holiday decor. In 2023, the Village purchased and installed holiday lights on 120 pedestrian poles in the CBD.

- **Beautification Awards/Ceremony**

The Committee divided the Village into 10 map areas and each member looked at every residence and business in their area, choosing 2023 Beautification Award winners. There was a formal ceremony in August. On that evening, the committee members presented the residential winners with a sign to display at their homes and thanked them for their beautification efforts.



Village of Homewood
T.R.E.E. Committee
2023 Annual Report

Landscape & Maintenance Building
18355 Pierce Avenue
Homewood, IL 60430

1. **Purpose:**

The Tree Committee provides educational outreach to residents and surrounding communities, develops stronger public relations, establishes award programs, expands and reinforces reforestation, helps develop viable resource management tools, and makes recommendations on urban forest issues affecting the Village that requires action by the Village Board.

2. **Membership:**

Jason Baldauf – Chairperson
Deborah Baldauf
Carolyn Bury
Janet Hernandez
Paul Kramer
Karl Persons
Regina Zohfeld
Tony Greep

3. **Accomplishments:**

- The Arbor Day Art Bag Program was a success, with students from local schools participating. The topic was “There’s Something Shady About Trees.”
- Oak saplings donated by MWRD were handed out at our table at the Public Works Open House in May.
- The Tree Committee in conjunction with the Homewood Science Center, Thorn Creek Audubon, and Izaak Walton hosted the first event celebrating World Migratory Bird Day in May.
- The tree survey of tree species located in Crescent Basin was completed, with 88 trees identified.
- The Green Thumb Saturday program had many talented speakers, and it was well attended. The committee’s second tree tour was completed as part of the program, highlighting parkway tree plantings and diversity. An online platform has been developed for self-guided tours of the highlighted trees as well as additional future tree tours. This has been a long-standing wish list item for the Committee and we are excited to have it come to fruition.
- TreeShare and Arbor Day tree planting were postponed due to the spring 2024 emergence of cicada brood XIII, to mitigate potential damage. TreeShare will resume in fall 2024. The Committee was at the Farmers Market providing public outreach regarding the cicada issue in August.