

MEETING AGENDA



Board of Trustees Meeting

Village of Homewood

September 28, 2021

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 September 14, 2021.

6. Claims List:

Consider a motion to approve the Claims List of Tuesday, September 28, 2021 in the amount of \$236,307.89.

7. Hear from the Audience

8. Reappointment(s):

Approve the reappointment of Levi Glass to the Fire and Police Commission for a 3-year term ending on September 28, 2024.

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

A. Contract Extension/Grant Writer: Approve a seven (7) month contract extension (September 30, 2021 to April 20, 2022) with Paul A. Zaremba of Clarendon Hills, IL for grant writing services in an amount not to exceed \$26,250.

B. Memorandum of Understanding/East Hazel Crest/Water Purchase: Approve a memorandum of understanding between the Village of East Hazel Crest and the Village of Homewood that grants the Village of East Hazel Crest a six-month due diligence period to evaluate the requirements and issues to be resolved to permit East Hazel Crest to enter into a contract with Homewood for the purchase of water.

C. Bid Award/Sidewalk Repair/Universal Concrete Grinding: Award a bid for the 2021 Sidewalk Saw Cutting/Grinding of Trip Hazards to the lowest responsible bidder, Universal Concrete

Grinding of Girard, OH, at unit price of \$35.33 per cut/grind location, in an amount not to exceed \$50,000.

- D. M-2195/Solicitation of Alternate Bids/18225 Dixie Highway: Approve an ordinance directing the solicitation of alternate bids and proposals for the development of the property at 18225 Dixie Highway in the Dixie Highway/Miller Court Redevelopment Project Area in the Village of Homewood.
- E. R-3090/Endorsement Agreement/Preferred Developer/South Suburban Casino: Approve a resolution authorizing an endorsement agreement between the Villages of Homewood and East Hazel Crest and the Daly Group LLC for development of a South Suburban casino and reimbursement of costs.

10. General Board Discussion

11. Adjourn

Everyone entering the Village Hall must wear a face covering.

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

- To View the Meeting via Computer or Smartphone - Type in: Zoom.us into any internet browser.
Select: JOIN A MEETING from menu at top right of page. Meeting I.D.: 980 4907 6232
Meeting Password: 830183. Enter an email address (required), or
 - To Listen to the Meeting via Phone - Dial: (312) 626-6799
Enter above "Meeting I.D. and Meeting Password" followed by "#" sign
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VILLAGE OF HOMEWOOD
BOARD OF TRUSTEES MEETING
TUESDAY -SEPTEMBER 14, 2021
VILLAGE HALL BOARD ROOM

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

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

ROLL CALL: Clerk Marilyn Thomas called the roll. Those present were Village President Richard Hofeld, Clerk Thomas, Trustee Barbara Dawkins, Trustee Karen Washington, Trustee Vivian Harris-Jones, Trustee Lauren Roman, and Trustee Jay Heiferman. Trustee Lisa Purcell was absent.

President Hofeld introduced staff: Village Manager Jim Marino, Attorney Christopher Cummings, Director of Finance Dennis Bubenik, and Assistant Village Manager Napoleon Haney.

MINUTES: The minutes of the meeting of August 24, 2021 were presented. There were no comments or corrections.

A motion was made by Trustee Dawkins and seconded by Trustee Washington to approve the minutes.

Roll Call: AYES—Trustees Dawkins, Washington, Harris-Jones, and Heiferman. NAYS –None. Trustee Roman abstained. Motion carried.

CLAIMS LIST: The Claims List in the amount of \$1,601,006.10 was presented. There were no questions from the Trustees.

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

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

President Hofeld said that four items comprised 83 percent of the Claims List: \$658,642.25 to Burns & McDonnell for work on the water supply line project; \$381,153 to the City of Harvey for Lake Michigan water; \$239,643.87 for the September payment for employee health insurance; and \$94,184.60 to Thorn Creek Basin Sanitary District.

HEAR FROM THE AUDIENCE: Doyle Ladner addressed the board on the need for education and encouraged all to show young people how education can have long-lasting benefits throughout their lives.

A resident asked for an update on an intergovernmental agreement between Homewood and Hazel Crest regarding the development of the Calumet Country Club site. President Hofeld said that Homewood and Hazel Crest approved separate resolutions pledging cooperation in any potential development of the property, but there is no intergovernmental agreement, and Homewood has had no conversation with Hazel Crest since that time regarding the property.

REAPPOINTMENTS: A motion was made by Trustee Heiferman and seconded by Trustee Washington to approve the reappointment of Dexter Johnson to the Planning and Zoning Commission for a five-year term ending on Sept. 14, 2026.

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

PRESENTATION: President Hofeld marked September 2021 as Childhood Cancer Awareness Month with a signed proclamation .

OMNIBUS VOTE: Trustees were asked to pass, approve, authorize, accept or award the items on the Omnibus Report:

- A. Budget Amendment/Thornton Revenue Sharing: Approve a budget amendment in the amount of \$29,000 for Thornton Revenue Sharing, which increases the approved FY2021-2022 budget from \$66,673 to \$95,673.
- B. Intergovernmental Agreement/Ground Emergency Medical Transportation Services: Authorize the Village President to enter into an Intergovernmental Agreement with the Illinois Department of Health Care and Family Services for reimbursement of unrecovered costs of ambulance transports through Medicaid.
- C. Consider an Ordinance re-enacting regulations formerly contained in the Village's municipal code regulating small wireless facilities on Village-owned right-of-way and utility poles.
- D. Pass a resolution supporting and consenting to the renewal of a Class 8 Cook County tax classification for the property located at 2138 183rd Street, owned by Excel Investments, LLC.
- E. Authorize the Village President to enter into a Master Pole Attachment agreement with Chicago SMSA Limited Partnership d/b/a Verizon Wireless of Basking Ridge, NJ to establish procedures and guidelines for the company's installation, mounting, maintenance, modification, operation and/or replacement of small wireless facilities within the Village of Homewood.

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

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

GENERAL BOARD DISCUSSION: None.

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

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

The meeting was adjourned at 7:10 p.m.

Respectfully submitted,

Marilyn Thomas, Village Clerk

Name	Description	DEPARTMENT	Net Invoice Amount
911 TECH, INC.	COPFTO SOFTWARE ANNUAL FEE	POLICE DEPARTMENT	2,400.00
911 TECH, INC.	COPFTO SOFTWARE SETUP	POLICE DEPARTMENT	500.00
Total 911 TECH, INC.:			2,900.00
ALLOY SLING CHAIN INC	LIFT STATION CHAINS	PUBLIC WORKS	1,890.00
Total ALLOY SLING CHAIN INC:			1,890.00
AMAZON CAPITAL SERVICES, I	REPLACEMENT ROLLERS MANAGER'S OFFICE SCANNE	MANAGER'S OFFICE	61.99
Total AMAZON CAPITAL SERVICES, INC:			61.99
AMERICAN LAWN CORP.	GRASS CUTTING AT FD TRAINING CENTER FOR AUGUST	FIRE DEPARTMENT	250.00
AMERICAN LAWN CORP.	GRASS CUTTING AT 18225 DIXIE FOR AUGUST 2021	FIRE DEPARTMENT	180.00
AMERICAN LAWN CORP.	3 SHOPPING CARTS	FIRE DEPARTMENT	75.00
AMERICAN LAWN CORP.	GRASS CUTTING AT 4 PROPERTIES, 2 PROPERTIES ALR	FIRE DEPARTMENT	355.50
AMERICAN LAWN CORP.	PROPERTY MAINTENANCE AT THE UNDEVELOPED PAR	FIRE DEPARTMENT	200.00
AMERICAN LAWN CORP.	GRASS CUTTING AT 10 PROPERTIES, 2 PROPERTIES AL	FIRE DEPARTMENT	719.42
Total AMERICAN LAWN CORP.:			1,779.92
ANDREWS PRINTING	OFFICE SUPPLIES - MO	MANAGER'S OFFICE	600.00
Total ANDREWS PRINTING:			600.00
ARAMARK UNIFORM SERVICE	AUGUST SERVICE CHARGE	PUBLIC WORKS	39.28
ARAMARK UNIFORM SERVICE	AUGUST TOWELS	PUBLIC WORKS	35.20
ARAMARK UNIFORM SERVICE	AUGUST RUIN CHARGES	PUBLIC WORKS	66.00
ARAMARK UNIFORM SERVICE	AUGUST RUGS & MATS	PUBLIC WORKS	1,171.00
ARAMARK UNIFORM SERVICE	AUGUST PW UNIFORMS	PUBLIC WORKS	35.48
ARAMARK UNIFORM SERVICE	AUGUST PW UNIFORMS	PUBLIC WORKS	32.92
ARAMARK UNIFORM SERVICE	AUGUST PW UNIFORMS	PUBLIC WORKS	60.72
ARAMARK UNIFORM SERVICE	AUGUST PW UNIFORMS	PUBLIC WORKS	144.92
ARAMARK UNIFORM SERVICE	AUGUST PW UNIFORMS	PUBLIC WORKS	95.44
Total ARAMARK UNIFORM SERVICE:			1,680.96
ARC DOCUMENT SOLUTIONS	PLOTTER INK - ALL COLORS	MANAGER'S OFFICE	542.38
ARC DOCUMENT SOLUTIONS	PLOTTER INK - ALL COLORS	MANAGER'S OFFICE	542.39
Total ARC DOCUMENT SOLUTIONS:			1,084.77
AVALON PETROLEUM COMPAN	FUEL INVENTORY DIESEL 09-01-2021	ASSETS	1,974.71
AVALON PETROLEUM COMPAN	FUEL INVENTORY GASOLINE 09-01-2021	ASSETS	9,474.50
Total AVALON PETROLEUM COMPANY:			11,449.21
BATTERIES PLUS	BATTERY BACK UP	PUBLIC WORKS	149.85
Total BATTERIES PLUS:			149.85
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES - FD	FIRE DEPARTMENT	287.90
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES - FD	FIRE DEPARTMENT	283.59
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES - FD	FIRE DEPARTMENT	577.03

Name	Description	DEPARTMENT	Net Invoice Amount
Total BOUND TREE MEDICAL LLC:			1,148.52
BRAVO SERVICES, INC.	CUSTODIAL SERVICE	PUBLIC WORKS	2,050.00
Total BRAVO SERVICES, INC.:			2,050.00
C & M PIPE SUPPLY	DRAINAGE MATERIALS FOR 18357 MARSHFIELD AVE	PUBLIC WORKS	464.00
Total C & M PIPE SUPPLY:			464.00
CALL ONE	FINAL INVOICE CALL ONE SERVICES	MANAGER'S OFFICE	97.41
Total CALL ONE:			97.41
CHANDLER SERVICES, INC.	VEHICLE PARTS	FIRE DEPARTMENT	454.59
CHANDLER SERVICES, INC.	VEHICLE LABOR	FIRE DEPARTMENT	195.00
Total CHANDLER SERVICES, INC.:			649.59
CHEVROLET OF HOMEWOOD	GAS CAPS STREET DUMP	PUBLIC WORKS	66.22
CHEVROLET OF HOMEWOOD	SEAT COVER STREET DUMP	PUBLIC WORKS	159.78
CHEVROLET OF HOMEWOOD	POLICE TAHOE SEAT COVER	PUBLIC WORKS	99.57
Total CHEVROLET OF HOMEWOOD:			325.57
CONWAY SHIELD	QUARTERMASTER UNIFORM - FD	FIRE DEPARTMENT	234.50
Total CONWAY SHIELD:			234.50
CVB	HOTEL TAX - AUGUST 2021	ASSETS	931.73
CVB	HOTEL TAX - JULY 2021	ASSETS	986.29
Total CVB:			1,918.02
D CONSTRUCTION INC.	ASPHALT	PUBLIC WORKS	342.88
D CONSTRUCTION INC.	ASPHALT	PUBLIC WORKS	1,258.32
D CONSTRUCTION INC.	ASPHALT	PUBLIC WORKS	79.13
D CONSTRUCTION INC.	ASPHALT - PW	PUBLIC WORKS	263.76
Total D CONSTRUCTION INC.:			1,944.09
ELEMENT GRAPHICS & DESIGN	NUMBER DECALS FOR HELMETS	POLICE DEPARTMENT	20.00
Total ELEMENT GRAPHICS & DESIGN INC:			20.00
EXPERT CHEMICAL	DISPOSABLE COMMODITIES	PUBLIC WORKS	53.18
Total EXPERT CHEMICAL:			53.18
FEDERAL EXPRESS	EXPRESS POSTAGE FEES -	MANAGER'S OFFICE	47.55
FEDERAL EXPRESS	EXPRESS POSTAGE FEES -	MANAGER'S OFFICE	5.98
FEDERAL EXPRESS	EXPRESS POSTAGE FEES -	MANAGER'S OFFICE	11.43
FEDERAL EXPRESS	EXPRESS POSTAGE FEES -	MANAGER'S OFFICE	185.91
Total FEDERAL EXPRESS:			250.87

Name	Description	DEPARTMENT	Net Invoice Amount
FIRST MIDWEST BANK/FINANC	ANNUAL CIVIC CONFERENCE (VIRTUAL)	MANAGER'S OFFICE	100.00
Total FIRST MIDWEST BANK/FINANCE:			100.00
FIRST MIDWEST BANK/FIRE	DEATH CERTIFICATE	FIRE DEPARTMENT	12.45
FIRST MIDWEST BANK/FIRE	DEATH CERTIFICATE REFUND	FIRE DEPARTMENT	12.45-
FIRST MIDWEST BANK/FIRE	CHIEF CONFERENCE	FIRE DEPARTMENT	544.70
FIRST MIDWEST BANK/FIRE	CHIEF CONFERENCE	FIRE DEPARTMENT	243.09
FIRST MIDWEST BANK/FIRE	CHIEF CONFERENCE	FIRE DEPARTMENT	247.06
FIRST MIDWEST BANK/FIRE	BANNERS	FIRE DEPARTMENT	604.99
FIRST MIDWEST BANK/FIRE	CREDIT TAX	FIRE DEPARTMENT	35.58-
FIRST MIDWEST BANK/FIRE	2 UNIFORM SHIRTS	FIRE DEPARTMENT	69.90
FIRST MIDWEST BANK/FIRE	PUBLIC EDUCATION SUPPLIES	FIRE DEPARTMENT	10.00
Total FIRST MIDWEST BANK/FIRE:			1,684.16
FIRST MIDWEST BANK/MGRS	OFFICE SUPPLIES	PUBLIC WORKS	52.99
FIRST MIDWEST BANK/MGRS	MONTHLY SUBSCRIPTION APPLE MUSIC	MANAGER'S OFFICE	9.99
FIRST MIDWEST BANK/MGRS	TIMELAPSE CAMERA AND CLAMP	MANAGER'S OFFICE	438.95
FIRST MIDWEST BANK/MGRS	NEW TENTS FOR EVENTS AND FARMERS MARKET	MANAGER'S OFFICE	943.28
FIRST MIDWEST BANK/MGRS	ANNUAL QR CODE GENERATOR FEE	MANAGER'S OFFICE	490.00
FIRST MIDWEST BANK/MGRS	HOMEWOOD RESTAURANT WEEK SEPT. 12-18 2021	MANAGER'S OFFICE	98.34
FIRST MIDWEST BANK/MGRS	PARKING MAP POSTCARDS	MANAGER'S OFFICE	111.12
FIRST MIDWEST BANK/MGRS	TV SERVICE PD	MANAGER'S OFFICE	4.20
FIRST MIDWEST BANK/MGRS	TV SERVICES VILLAGE HALL	MANAGER'S OFFICE	6.30
FIRST MIDWEST BANK/MGRS	PHONE/INTERNET TRAINING SITE	MANAGER'S OFFICE	235.27
FIRST MIDWEST BANK/MGRS	INTERNET/PHONE SERVICE L&M	MANAGER'S OFFICE	193.66
FIRST MIDWEST BANK/MGRS	INTERNET AND PHONE SERVICES WATER PLANT 183RD	MANAGER'S OFFICE	145.54
FIRST MIDWEST BANK/MGRS	INTERNET SERVICE SCIENCE CENTER	MANAGER'S OFFICE	148.35
FIRST MIDWEST BANK/MGRS	TELEPHONE FAX/SCADA LINES PUBLIC WORKS	MANAGER'S OFFICE	150.58
FIRST MIDWEST BANK/MGRS	FAX LINES VILLAGE HALL	MANAGER'S OFFICE	150.51
FIRST MIDWEST BANK/MGRS	FAX LINES PD/FD	MANAGER'S OFFICE	93.41
FIRST MIDWEST BANK/MGRS	NEW MONITOR CHIEF GRABOWSKI	MANAGER'S OFFICE	199.99
FIRST MIDWEST BANK/MGRS	MONTHLY ZOOM WEBINAR FEE	MANAGER'S OFFICE	40.00
FIRST MIDWEST BANK/MGRS	SWAG ITEMS FOR FALL FEST, BUTTONS AND STICKERS	MANAGER'S OFFICE	265.50
Total FIRST MIDWEST BANK/MGRS:			3,777.98
FIRST MIDWEST BANK/POLICE	OFFICE SUPPLIES	POLICE DEPARTMENT	76.69
FIRST MIDWEST BANK/POLICE	OFFICE SUPPLIES	POLICE DEPARTMENT	13.98
FIRST MIDWEST BANK/POLICE	OFFICE SUPPLIES	POLICE DEPARTMENT	142.57
FIRST MIDWEST BANK/POLICE	EVIDENCE SUPPLIES	POLICE DEPARTMENT	25.99
FIRST MIDWEST BANK/POLICE	OPERATING SUPPLIES	POLICE DEPARTMENT	54.49
FIRST MIDWEST BANK/POLICE	OFFICE SUPPLIES	POLICE DEPARTMENT	36.94
FIRST MIDWEST BANK/POLICE	POSTAGE MACHINE SUPPLIES	POLICE DEPARTMENT	226.08
FIRST MIDWEST BANK/POLICE	OFFICE SUPPLIES	POLICE DEPARTMENT	77.15
FIRST MIDWEST BANK/POLICE	OFFICE SUPPLIES	POLICE DEPARTMENT	51.98
FIRST MIDWEST BANK/POLICE	OFFICE SUPPLIES	POLICE DEPARTMENT	96.24
FIRST MIDWEST BANK/POLICE	OFFICE SUPPLIES	POLICE DEPARTMENT	69.36
FIRST MIDWEST BANK/POLICE	SPILLMAN CONFERENCE FLIGHT CHANGE CREDIT	POLICE DEPARTMENT	37.21-
Total FIRST MIDWEST BANK/POLICE:			834.26
FIRST MIDWEST BANK/PUBLIC	PLOW TRUCK 39 DIAGNOSTIC	PUBLIC WORKS	398.25
FIRST MIDWEST BANK/PUBLIC	TRAINING	PUBLIC WORKS	36.00
FIRST MIDWEST BANK/PUBLIC	TRAINING	PUBLIC WORKS	72.00
FIRST MIDWEST BANK/PUBLIC	BATTERY CHARGER WP1	PUBLIC WORKS	1,471.86

Name	Description	DEPARTMENT	Net Invoice Amount
FIRST MIDWEST BANK/PUBLIC	PARTS	PUBLIC WORKS	87.38
FIRST MIDWEST BANK/PUBLIC	BEAUTIFICATION AWARD ENVELOPES	PUBLIC WORKS	39.44
Total FIRST MIDWEST BANK/PUBLIC WORKS:			2,104.93
FORD OF HOMEWOOD	PARTS RETURN CREDIT	PUBLIC WORKS	273.54-
FORD OF HOMEWOOD	BRAKE PADS AND ROTORS , POLICE UTILITIES	PUBLIC WORKS	224.99
FORD OF HOMEWOOD	SUSPENSION BUSHINGS POLICE UTILITY	PUBLIC WORKS	97.91
FORD OF HOMEWOOD	SUSPENSION CONTROL ARM POLICE UTILITY	PUBLIC WORKS	215.87
FORD OF HOMEWOOD	SEAT COVERS POLICE UTILITY	PUBLIC WORKS	182.02
FORD OF HOMEWOOD	POLICE UTILITY'S OIL FILTERS	PUBLIC WORKS	58.68
FORD OF HOMEWOOD	POLICE UTILITY COOLANT HOSE	PUBLIC WORKS	33.79
FORD OF HOMEWOOD	POLICE UTILITY WINDSHIELD WASHER HOSE	PUBLIC WORKS	33.42
FORD OF HOMEWOOD	POLICE UTILITY SEAT COVERS	PUBLIC WORKS	274.65
FORD OF HOMEWOOD	SEAT COVERS POLICE UTILITY	PUBLIC WORKS	456.15
Total FORD OF HOMEWOOD:			1,303.94
GFC LEASING	MONTHLY COPY MACHINE LEASE PAYMENT	MANAGER'S OFFICE	944.24
Total GFC LEASING:			944.24
GOLDEN RULE CREATIONS	UNIFORM PATCHES	POLICE DEPARTMENT	1,081.23
Total GOLDEN RULE CREATIONS:			1,081.23
GOLDY LOCKS INC	DOOR REPLACEMENT	PUBLIC WORKS	2,990.00
Total GOLDY LOCKS INC:			2,990.00
GORDON FLESCHE CO, INC	MONTHLY PRINTING FEES ALL COPY MACHINES	MANAGER'S OFFICE	544.66
Total GORDON FLESCHE CO, INC:			544.66
GREEN GLEN NURSERY,	LANDSCAPE PLANTS	PUBLIC WORKS	1,455.00
Total GREEN GLEN NURSERY,:			1,455.00
HELSEL JEPPEPERSON ELECTRI	STREET LIGHT REPAIRS	PUBLIC WORKS	47.29
HELSEL JEPPEPERSON ELECTRI	STREET LIGHT REPAIRS	PUBLIC WORKS	125.21
HELSEL JEPPEPERSON ELECTRI	ELECTRICAL SUPPLIES	PUBLIC WORKS	12.42
Total HELSEL JEPPEPERSON ELECTRICAL:			184.92
HERNAN BANUELOS-HSA	EMPLOYER CONTRIBUTION - HSA	POLICE DEPARTMENT	1,500.00
Total HERNAN BANUELOS-HSA:			1,500.00
HOME CLEANING CENTER OF	BCTC MONTHLY CLEANING	POLICE DEPARTMENT	270.00
Total HOME CLEANING CENTER OF AM:			270.00
HOMEWOOD DISPOSAL	DUMP CHARGES-VH/PD/FD	PUBLIC WORKS	620.98
Total HOMEWOOD DISPOSAL:			620.98
IAFC MEMBERSHIP	IAFC MEMBERSHIP	FIRE DEPARTMENT	240.00

Name	Description	DEPARTMENT	Net Invoice Amount
IAFC MEMBERSHIP	MEMBERSHIPS/SUBSCRIPT - FD	FIRE DEPARTMENT	215.00
Total IAFC MEMBERSHIP:			455.00
IL ARBORIST ASSN	ADVANCED TRAINING	PUBLIC WORKS	1,500.00
Total IL ARBORIST ASSN:			1,500.00
IL CITY/COUNTY MANAGEMENT	RECRUITMENT - MO	MANAGER'S OFFICE	50.00
Total IL CITY/COUNTY MANAGEMENT ASSOC.:			50.00
IL MUNICIPAL LEAGUE	RECRUITMENT - MO	MANAGER'S OFFICE	35.00
Total IL MUNICIPAL LEAGUE:			35.00
ILLINOIS CENTRAL SWEEPING	STREET SWEEPING	PUBLIC WORKS	800.00
Total ILLINOIS CENTRAL SWEEPING:			800.00
INGALLS OCCUPATIONAL HEAL	PRE-EMPLOYMENT PHYSICAL	PUBLIC WORKS	98.00
INGALLS OCCUPATIONAL HEAL	CDL PHYSICAL	PUBLIC WORKS	65.00
INGALLS OCCUPATIONAL HEAL	POLICE OFFICER PRE-EMPLOYMENT PHYSICAL	MANAGER'S OFFICE	250.00
INGALLS OCCUPATIONAL HEAL	PRE-EMPLOYMENT PHYSICAL	MANAGER'S OFFICE	628.00
Total INGALLS OCCUPATIONAL HEALTH:			1,041.00
INTERSTATE BATTERY	POLICE CIU BATTERY	PUBLIC WORKS	107.95
INTERSTATE BATTERY	PLOW TRUCK BATTERIES	PUBLIC WORKS	353.85
Total INTERSTATE BATTERY:			461.80
IRMA	AUGUST DEDUCTIBLE	MANAGER'S OFFICE	15,323.59
IRMA	AUGUST DEDUCTIBLE	FIRE DEPARTMENT	8,131.13
IRMA	AUGUST DEDUCTIBLE	PUBLIC WORKS	102.04
Total IRMA:			23,556.76
JENNIFER QUIRKE	CONDOLENCES FLOWERS	MANAGER'S OFFICE	61.95
JENNIFER QUIRKE	3CMA CONFERENCE HOTEL/PARKING/DINNER	MANAGER'S OFFICE	755.48
JENNIFER QUIRKE	POOL CAR GAS - 3CMA CONFERENCE ST LOUIS	MANAGER'S OFFICE	46.43
Total JENNIFER QUIRKE:			863.86
JILLIA RADTKE	DEPOSIT REFUND	ASSETS	88.62
Total JILLIA RADTKE:			88.62
JONES PARTS & SERVICE INC	ANNUAL PM FILTERS LARGE PLOW TRUCK	PUBLIC WORKS	607.15
JONES PARTS & SERVICE INC	PLOW TRUCK TRANSMISSION FLUID 10 GAL	PUBLIC WORKS	641.30
JONES PARTS & SERVICE INC	STREET DEPT PLOW TRUCK AIR BRAKE FILTER	PUBLIC WORKS	68.42
JONES PARTS & SERVICE INC	STREET DEPT PLOW TRUCK TRANS FILTER	PUBLIC WORKS	74.21
Total JONES PARTS & SERVICE INC:			1,391.08
KANKAKEE TRUCK EQUIPMEN	DUMP TRUCK VIBRATOR MOTOR	PUBLIC WORKS	633.62
KANKAKEE TRUCK EQUIPMEN	STREET DEPT UNDERBODY PLOW CYLINDER	PUBLIC WORKS	1,098.30

Name	Description	DEPARTMENT	Net Invoice Amount
Total KANKAKEE TRUCK EQUIPMENT:			1,731.92
KAYVON KARIMI	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	305.96
Total KAYVON KARIMI:			305.96
KIRK LINDSTROM	FARMERS MARKET PERFORMER	MANAGER'S OFFICE	100.00
Total KIRK LINDSTROM:			100.00
KRISTINE SCOTT	DEPOSIT REFUND	ASSETS	39.58
Total KRISTINE SCOTT:			39.58
LANER MUCHIN, LTD	RETAINER/LABOR RELATIONS	MANAGER'S OFFICE	3,666.67
Total LANER MUCHIN, LTD:			3,666.67
LEEPS SUPPLY CO INC	PLUMBING REPAIRS - FD	PUBLIC WORKS	500.89
Total LEEPS SUPPLY CO INC:			500.89
LOGSDON CONSULTATION	EOP MONTHLY FEE	FIRE DEPARTMENT	350.00
Total LOGSDON CONSULTATION:			350.00
LOTT #1 INC	PRISONER MEALS	POLICE DEPARTMENT	47.95
Total LOTT #1 INC:			47.95
MAREN RONAN	LOBBYING SERVICES	MANAGER'S OFFICE	3,000.00
Total MAREN RONAN:			3,000.00
MARK ALEXANDER JR	FARMERS MARKET PERFORMER	MANAGER'S OFFICE	75.00
Total MARK ALEXANDER JR:			75.00
MATTHEW BAILEY	PERFORM AT FARMERS MARKET OCT 9	MANAGER'S OFFICE	150.00
Total MATTHEW BAILEY:			150.00
MCMASTER CARR SUPPLY	BLDG MAINT - PW	PUBLIC WORKS	20.46
Total MCMASTER CARR SUPPLY:			20.46
MEADE ELECTRIC CO INC	TRAFFIC SIGNAL MAINTANENCE	PUBLIC WORKS	1,485.00
MEADE ELECTRIC CO INC	TRAFFIC SIGNAL MAINTANENCE	PUBLIC WORKS	1,155.00
MEADE ELECTRIC CO INC	TRAFFIC SIGNAL MAINTANENCE	PUBLIC WORKS	1,155.00
MEADE ELECTRIC CO INC	STREET LIGHT REPAIR	PUBLIC WORKS	768.27
Total MEADE ELECTRIC CO INC:			4,563.27
MEDICAL REIMBURSEMENT SE	COLLECTION SERVICE / AMB FEES	ASSETS	3,162.72

Name	Description	DEPARTMENT	Net Invoice Amount
Total MEDICAL REIMBURSEMENT SERVICES:			3,162.72
MENARDS INC	PLUMBING PARTS	PUBLIC WORKS	468.44
MENARDS INC	SHOVELS	PUBLIC WORKS	53.98
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	64.61
MENARDS INC	OPERATING SUPPLIES	PUBLIC WORKS	18.72
MENARDS INC	TAPE	MANAGER'S OFFICE	11.29
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	39.28
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	11.31
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	11.21
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	25.25
MENARDS INC	OPERATING SUPPLIES	PUBLIC WORKS	28.18
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	64.96
MENARDS INC	ELECTRICAL REPAIRS	PUBLIC WORKS	99.89
MENARDS INC	PLUMBING REPAIRS	PUBLIC WORKS	132.21
MENARDS INC	TRUCK SUPPLIES	PUBLIC WORKS	31.93
MENARDS INC	SCIENCE CENTER REPAIRS	PUBLIC WORKS	77.37
MENARDS INC	ASPHALT CRACK JET IGNITER	PUBLIC WORKS	4.99
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	16.89
MENARDS INC	PLUMBING REPAIRS AT SCIENCE CENTER	PUBLIC WORKS	113.82
MENARDS INC	OPERATING SUPPLIES	PUBLIC WORKS	41.38
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	23.27
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	6.47
MENARDS INC	OPERATING SUPPLIES	FIRE DEPARTMENT	20.48
MENARDS INC	SCIENCE CENTER REPAIRS	PUBLIC WORKS	7.96
MENARDS INC	ELECTRICAL REPAIR PD	PUBLIC WORKS	41.27
MENARDS INC	OPERATING SUPPLIES	FIRE DEPARTMENT	81.33
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	76.42
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	37.90
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	70.93
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	36.98
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	50.38
MENARDS INC	TRUCK SUPPLIES	PUBLIC WORKS	34.47
MENARDS INC	TRUCK STOCK	PUBLIC WORKS	9.99
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	96.90
MENARDS INC	ASPHALT CRACK JET WHEELS	PUBLIC WORKS	12.54
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	20.82
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	1.58
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	1.58-
Total MENARDS INC:			1,943.82
MICHAEL NICKOLAOU	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	147.88
Total MICHAEL NICKOLAOU:			147.88
MIDWEST AUTO TOPS	SUNROOF PANEL REPLACEMENT POLICE CIU	PUBLIC WORKS	844.17
MIDWEST AUTO TOPS	POLICE UTILITY SEAT REPAIR	PUBLIC WORKS	380.00
MIDWEST AUTO TOPS	POLICE UTILITY SEAT REPAIR	PUBLIC WORKS	380.00
Total MIDWEST AUTO TOPS :			1,604.17
MONARCH AUTO SUPPLY	PLOW TRUCK CIRCUIT BREAKER	PUBLIC WORKS	27.66
MONARCH AUTO SUPPLY	WHEEL BALANCE WEIGHTS	PUBLIC WORKS	91.76
MONARCH AUTO SUPPLY	ENGINE SPARK PLUG	PUBLIC WORKS	3.23
MONARCH AUTO SUPPLY	BRAKE CLEANER PW VM	PUBLIC WORKS	62.40

Name	Description	DEPARTMENT	Net Invoice Amount
MONARCH AUTO SUPPLY	PLow TRUCK CIRCUIT BREAKER	PUBLIC WORKS	13.70
MONARCH AUTO SUPPLY	POLICE UTILITY AIR FILTERS	PUBLIC WORKS	31.35
MONARCH AUTO SUPPLY	VEHICLE MAINT RAZOR BLADES	PUBLIC WORKS	6.63
Total MONARCH AUTO SUPPLY:			236.73
MUNICIPAL EMERGENCY SERV	TURN OUT GEAR	FIRE DEPARTMENT	8,685.00
Total MUNICIPAL EMERGENCY SERVICES, INC:			8,685.00
NORTH EAST MULTI-REGIONAL	CLOSE QUARTER HANDGUN SKILLS: LEVEL I	POLICE DEPARTMENT	600.00
NORTH EAST MULTI-REGIONAL	CLOSE QUARTER HANDGUN SKILLS: LEVEL II	POLICE DEPARTMENT	400.00
NORTH EAST MULTI-REGIONAL	40 HOUR MANDATORY JUVENILE SPECIALIST TRAINING	POLICE DEPARTMENT	150.00
Total NORTH EAST MULTI-REGIONAL TRAINING:			1,150.00
O'HERRON CO	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	56.00
O'HERRON CO	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	320.00
O'HERRON CO	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	25.00
O'HERRON CO	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	25.00
O'HERRON CO	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	28.98
Total O'HERRON CO:			454.98
PATRICK McANENEY	ANTIQUE VEHICLE	ASSETS	20.00
Total PATRICK McANENEY:			20.00
PITNEY BOWES	POSTAGE METER RENTAL FEE	MANAGER'S OFFICE	105.00
Total PITNEY BOWES:			105.00
RAYMOND PRESNAK	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	237.60
Total RAYMOND PRESNAK:			237.60
RED WING BUSINESS ADVANT	() PAIR SAFETY SHOES - PW	PUBLIC WORKS	260.73
Total RED WING BUSINESS ADVANTAGE:			260.73
REID & PEDERSON	PLUMBING REPAIRS - FD	PUBLIC WORKS	380.00
Total REID & PEDERSON:			380.00
REPUBLIC SERVICES	MONTHLY SHREDDING	FIRE DEPARTMENT	45.00
Total REPUBLIC SERVICES:			45.00
SARAH JOHANNA MEEKS	CONTRACTUAL GRAPHIC DESIGNER/SOCIAL MEDIA	MANAGER'S OFFICE	1,080.00
Total SARAH JOHANNA MEEKS:			1,080.00
SCOTT NIEKELSKI	PERFORMER AT FARMERS MARKET	MANAGER'S OFFICE	75.00
Total SCOTT NIEKELSKI:			75.00
SEBIS DIRECT, INC	WATER BILL PROCESSING AUGUST 2021	PUBLIC WORKS	912.45

Name	Description	DEPARTMENT	Net Invoice Amount
Total SEBIS DIRECT, INC:			912.45
SOUND INCORPORATED	MONTHLY HOSTING SVCS FOR ALL VILLAGE DEPTS	MANAGER'S OFFICE	495.00
Total SOUND INCORPORATED:			495.00
SOUTH SUBURBAN HUMANE S	ANIMAL IMPOUND FEES	POLICE DEPARTMENT	1,000.00
Total SOUTH SUBURBAN HUMANE SOCIETY:			1,000.00
STANARD & ASSOCIATES INC.	POLICE APPLICANT PSYCHOLOGICAL EXAM	MANAGER'S OFFICE	450.00
Total STANARD & ASSOCIATES INC.:			450.00
STANDARD EQUIPMENT CO	SEWER JET HOSE SWIVELS	PUBLIC WORKS	582.88
STANDARD EQUIPMENT CO	SEWER JET HOSE REEL COUNTER	PUBLIC WORKS	485.25
STANDARD EQUIPMENT CO	SEWER JET HOSE REEL FOOTAGE COUNTER	PUBLIC WORKS	672.81
STANDARD EQUIPMENT CO	SEWER JET PARTS FREIGHT	PUBLIC WORKS	9.66
STANDARD EQUIPMENT CO	PARTS RETURN CREDIT	PUBLIC WORKS	901.00-
STANDARD EQUIPMENT CO	PARTS RETURN CREDIT	PUBLIC WORKS	379.00-
Total STANDARD EQUIPMENT CO:			470.60
SWIFT SAW & TOOL SUPPLY	FASTNERS	PUBLIC WORKS	45.96
SWIFT SAW & TOOL SUPPLY	FASTNERS	PUBLIC WORKS	67.78
Total SWIFT SAW & TOOL SUPPLY:			113.74
THE BLUE LINE	RECRUITMENT - MO	MANAGER'S OFFICE	298.00
Total THE BLUE LINE:			298.00
TRL TIRE SERVICE	POLICE PATROL TIRES	PUBLIC WORKS	283.98
TRL TIRE SERVICE	POLICE PATROL TIRE	PUBLIC WORKS	143.24
Total TRL TIRE SERVICE:			427.22
TRONC	LEGAL NOTICES	MANAGER'S OFFICE	1,318.50
Total TRONC:			1,318.50
TRUGREEN	WEED CONTROL	PUBLIC WORKS	155.00
TRUGREEN	WEED CONTROL	PUBLIC WORKS	95.00
Total TRUGREEN:			250.00
ULTIMATE RENTAL SERVICES	ULTIMATE RENTAL DID NOT ADD WEIGHTS	MANAGER'S OFFICE	429.80
Total ULTIMATE RENTAL SERVICES:			429.80
US JETTING LLC	WATER DEPT SEWER JET BYPASS VALVE	PUBLIC WORKS	398.65
Total US JETTING LLC:			398.65
USA BLUEBOOK	LOCATE FLAGS	PUBLIC WORKS	283.57

Name	Description	DEPARTMENT	Net Invoice Amount
Total USA BLUEBOOK:			283.57
UTERMARK & SONS	GRASS CUTTING AT 1 PROPERTY, 3 PROPERTIES NOT C	FIRE DEPARTMENT	122.73
UTERMARK & SONS	GRASS CUTTING AT 2 PROPERTIES	FIRE DEPARTMENT	95.46
UTERMARK & SONS	GRASS CUTTING AT 4 PROPERTIES, 3 PROPERTIES NOT	FIRE DEPARTMENT	265.92
UTERMARK & SONS	GRASS CUTTING AT 4 PROPERTIES, 2 PROPERTIES NOT	FIRE DEPARTMENT	240.92
UTERMARK & SONS	GRASS CUTTING AT 4 PROPERTIES	FIRE DEPARTMENT	190.92
Total UTERMARK & SONS:			915.95
VERIZON WIRELESS	MOBILE PHONE SERVICE-ALL DEPTS	MANAGER'S OFFICE	1,981.32
Total VERIZON WIRELESS:			1,981.32
VILLAGE OF THORNTON	THORNTON/MENARD'S SHARING #4	MANAGER'S OFFICE	95,487.00
Total VILLAGE OF THORNTON:			95,487.00
WALTS FOOD CENTER	ICE AND WATER	PUBLIC WORKS	2.61
Total WALTS FOOD CENTER:			2.61
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	PUBLIC WORKS	19.99
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES DISPOSABLES	PUBLIC WORKS	34.81
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	PUBLIC WORKS	99.98
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES DISPOSABLES	PUBLIC WORKS	173.98
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES DISPOSABLES	PUBLIC WORKS	35.08
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	FIRE DEPARTMENT	59.47
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	FIRE DEPARTMENT	134.58
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	FIRE DEPARTMENT	195.41
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	PUBLIC WORKS	40.88
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	PUBLIC WORKS	68.56
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES-FIN	MANAGER'S OFFICE	62.54
Total WAREHOUSE DIRECT OFFICE PDTS:			925.28
WENTWORTH TIRE SERVICE INC	RECYCLE 51 USED TIRES PW	PUBLIC WORKS	223.00
Total WENTWORTH TIRE SERVICE INC:			223.00
WEX HEALTH, INC	AUGUST FSA FEE	MANAGER'S OFFICE	289.00
Total WEX HEALTH, INC:			289.00
WILLIAM IHAZA	BOND REFUND AT 17659 ROCKWELL	ASSETS	500.00
Total WILLIAM IHAZA:			500.00
WINKLERS TREE SERVICE	CONTRACTUAL TREE TRIMMING	PUBLIC WORKS	5,724.00
WINKLERS TREE SERVICE	CONTRACTUAL TREE TRIMMING	PUBLIC WORKS	2,240.00
WINKLERS TREE SERVICE	CONTRACTUAL TREE TRIMMING	PUBLIC WORKS	2,240.00
WINKLERS TREE SERVICE	CONTRACTUAL TREE TRIMMING	PUBLIC WORKS	2,160.00
WINKLERS TREE SERVICE	CONTRACTUAL TREE TRIMMING	PUBLIC WORKS	2,240.00
Total WINKLERS TREE SERVICE:			14,604.00

Name	Description	DEPARTMENT	Net Invoice Amount
Grand Totals:			236,307.89

Dated: _____

Village Clerk: _____

**BOARD AGENDA MEMORANDUM****DATE OF MEETING:** September 28, 2021**To:** Jim Marino, Village Manager**From:** Napoleon Haney, Assistant Village Manager**Topic:** Grant Writer Contract – Extension Agreement**PURPOSE**

During August of 2019, in an effort to maximize the Village's ability to identify, apply for, and secure grants, the Village hired a contractual grant writer. Paul Zaremba was selected through an extensive vetting process to perform grant writing and grant acquisition services for the Village. The two-year agreement expires on September 30, 2021 and needs to be extended to the end of the current fiscal year - April 30, 2022.

PROCESS

During the past two years, Paul Zaremba has worked with staff to research, evaluate, and submit a total of thirty-six (36) grant applications with a valued combined request of \$20 million dollars.

- Thirty-five (35) grants submitted
 - Twenty-three (23) submissions not funded (*Village is appealing 2 of the denials*)
- Ten (10) grants currently being reviewed by agencies
- Three (3) submissions funded

The Village has received \$648,731 during the two-year submission period and continues to appeal funding denials and resubmit applications for upcoming grant funding cycles. We received \$448,731 in Cares Act funding from Cook County for reimbursement of COVID-19 related expenses. We also received \$200,000 from the IEPA to perform an assessment of contaminated soil at the former Citgo gas station on 183rd Street.

OUTCOME

The Grant Writer contract is recommended for extension through the end of the fiscal year (April 30, 2022). Extending the contract to the end of the fiscal year will enable the Grant Writer to follow up on submitted grants and continue grant submissions, appeals and resubmission processes with the expectation that there will be additional grant funding awards, alleviating capital and general fund obligations.



FINANCIAL IMPACT

- **Funding Source:** General Fund
- **Budgeted Amount:** \$45,000
- **Cost:** \$26,250

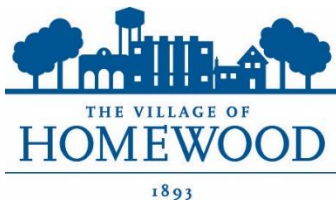
LEGAL REVIEW: Completed

RECOMMENDED BOARD ACTION

Approve a seven (7) month contract extension (September 30, 2021 through April 30, 2022) with Paul A. Zaremba of Clarendon, Hills, IL for grant writing services for an amount not to exceed \$26,250.

ATTACHMENT(S)

- Contract for Grant Writing Services
- Grant Submission Summary as of 9/17/2021



CONTRACT FOR GRANT WRITING SERVICES

THIS CONTRACT FOR SERVICES is made and entered into the 28th day of September 2021, by and between The Village of Homewood and Paul Zaremba.

WITNESSED:

WHEREAS, the Village of Homewood (“Homewood” or “Village”) desires to engage Paul Zaremba (“Zaremba” or “Grant Writer”) to assist the Village of Homewood with enhancing its ability to provide quality services and programs to its residents, by pursuing grants and other funding.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions herein contained, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Village of Homewood and Grant Writer agree:

Term: This Contract and Grant Writer performance hereunder shall be extended for a period of 7 months commencing September 30, 2021 and terminating April 30, 2022, unless sooner terminated as provided in this agreement.

Duties of Grant Writer: Zaremba shall provide the services set forth in the Statement of Work, which is attached as *Exhibit A* and such other services as the parties may hereafter agree to in writing.

Duties of the Village of Homewood: The Village of Homewood may provide the following to Grant Writer in connection with this agreement:

Printing of all material produced by Grant Writer in connection with this agreement.

Access to information to assist Grant Writer in connection with their performance of their services hereunder.

Consideration: As compensation for Grant Writer’s services Homewood shall pay Grant Writer \$3,750.00 per month.

Independent Contractor: Zaremba provides grant writer services for other entities in addition to Homewood and will utilize his own equipment and resources to perform this agreement. Zaremba shall determine the dates, times, and locations where he will provide services, provided he submits monthly status reports to the Assistant Village Manager and makes himself available for meetings with Village staff and elected officials as needed to complete grant applications.

Nothing contained in this Contract shall create any relationship between the parties other than as an independent contractor. The Village of Homewood will not reimburse travel expenses or pay any benefits for Grant Writer, including but not limited to health insurance, paid vacations, paid holidays, paid sick leave or disability insurance coverage.

Grant Writer shall have no authority (i) to bind Homewood in any manner for any purpose or (ii) to assume or create any obligation of any kind, expressed or implied, on Homewood's behalf.

Homewood to Approve Grant Applications: Any grant and or funding opportunity must be approved by Homewood.

Confidentiality of the Village of Homewood's Information: Zaremba acknowledges that Homewood may disclose otherwise confidential information to him in furtherance of this agreement. Zaremba agrees to protect the confidentiality of the aforementioned information and shall not disclose or discuss it with other parties without Homewood's prior consent; provided, however, that:

In the event Grant Writer receives a subpoena or other valid administrative or judicial process or order requiring the release of the aforementioned information, Grant Writer shall provide prompt notice to Homewood and shall thereafter be entitled to comply with the subpoena.

Ownership of Document and Digital Materials: All original final grant applications, plans and reports and other formal original documents (both hard copies and digital) prepared or developed by Grant Writer pursuant to the Contract (the "Deliverables") shall, upon Homewood tendering of all amounts payable hereunder, become the exclusive property of Homewood. Grant Writer shall; however, be entitled to retain work papers and other materials not defined herein as Deliverables. Use of the Deliverables without Homewood's prior consent is prohibited.

Termination: Either party may terminate this Contract. with or without cause, upon thirty (30) days written notice. At least 10 days prior to a termination, the Grant Writer shall deliver all written and digital documents, research, funding agency contacts, funding agency and web portal application passwords, passcodes and user names associated with all grants and funding.

Successors and Assignees: This Contract shall be binding on, ensure to the benefit of the parties and their respective successors and assignees.

Governing Law: This Contract shall be governed by Illinois law. The parties agree that the venue for any action to enforce this agreement shall be the Circuit Court of Cook County, Illinois.

Waivers and Amendments: This Contract may only be amended by a written instrument executed by the parties. The failure of any party to require performance of any provision hereof shall not affect its right at a later time to enforce the same.

Entire Contract: This Contract sets forth the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, arrangements and understanding, written or oral, relating to the subject matter hereof.

Invalidity: The invalidity or lack of enforceability of any provision of this Contract shall not affect the validity and continuing effectiveness of any provision.

Headings: The headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

Counterparts: This Contract may be executed simultaneously in several identical counterparts, and each shall be deemed an original but all of which together shall constitute on and the same instrument. In making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart.

Notice: Notices under this Agreement shall be sent:

To the Village:

Jim Marino
Village Manager
Village of Homewood
2020 Chestnut Rd.
Homewood IL 60430

With a copy to:

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

To the Grant Writer:

Paul Zaremba
5802 Sunrise Avenue
Clarendon Hills IL 60514

IN WITNESSES WHEREOF, Zaremba and Homewood have executed this Contract as of the date and year first written above.

VILLAGE OF HOMEWOOD

By: (printed) Richard Hofeld

Signature: _____
Title: Village President

Date: _____

GRANT WRITER

By: (printed) Paul Zaremba

Signature: _____
Title: Grant Writer

Date: _____

EXHIBIT A

STATEMENT OF WORK

GRANT WRITER: Under the direction of the Village Manager's Office, the Grant Writer will research and evaluate available grants and other funding opportunities on Homewood's behalf, prepare grant/funding proposals and applications, attend potential funding meetings and research, (i.e., internet and funding sites; identifying funders, establish contact with funders, obtaining proposal guidelines and applications, etc.).

Specifically:

1. Research grant and funding prospects and advise Village on which ones to approach and how.
2. Work with staff to interpret guidelines, and gather material and information for a strong proposals.
3. Write grant proposals as requested in time to meet deadlines, and prepare the proposal for submission before the grant submission deadline.
4. Attend meetings to accomplish the required work.

GRANT WRITING: The Consultant will write and submit grant and funding applications in pursuit of funds from local, state, federal and/or private funding sources. Grant Writer will submit a written list of sources and obtain Homewood's permission, prior to the pursuit of any funds from the source on behalf of Homewood with subsequent grant proposal or application. In summary, Homewood reserves the right to accept or reject any funding sources Grant Writer pursues on its behalf.

Grant Writer will be responsible for and will complete these items as directed:

A. Prioritization of Needs/Grant & Funding Availability

Grant Writer will meet periodically with Village Manager or designee to prioritize grants and funding opportunities identified in the plan of action to better ensure that funding is both available and attainable. Village Manager will assign staff support (if needed) to evaluate matching portion requirements and to ensure that strategic goals are aligned with prioritization and funding opportunities.

B. Grant/Funding Application

Grant Writer will engage grant agencies and funding agencies with the intent of making application for grant/funding.

C. Grant Maintenance (Monitoring & Reporting)

Grant Writer is responsible for required monitoring and reporting for acquired grants and funding.

D. Grant Summary/Reports

Grant Writer will prepare monthly reports and summary reports of proposed, submitted, resubmitted, appealed grants and their status, as requested by the Village Manager or designee.

	A	B	C	D	E	F	G	H	I	J
		PROJECTED FUNDING	AWARDED	NOT AWARDED	MATCH %	DEPARTMENT	AGENCY / PROGRAM NAME APPLICATION SUBMITTED/ TO BE SUBMITTED	SUBMISSION PROJECTED DUE DATE	PROJECTED AWARD DATE	STATUS
1										
2		\$24,813,638.74	\$648,731.52	\$20,785,789				4/2/2024	4/2/2024	
3	1.	\$1,153,327.00		\$1,153,327	25%	PW	IEMA FEMA: BRIC/FMA sub-application (Ridge Rd PDM Project): <u>Ridge Road Flooding and Drainage mitigation project.</u> Submitted 12/27/2020	1/28/2022	7/1/2022	Project eligible for funding, however, it was not funded as funds were exhausted and VOH invited to reapply via IEMA sub-application Fall 2021-Jan 2022
4	2.	\$31,922.00			0	PD	Justice Assistance Grant (JAG, Edward Burns): <u>Purchase of two message board / radar trailers</u> for reducing speed, oncoming road warnings and closures, Covid-19, alerts, Amber alerts, and other public and traffic safety alerts.	8/16/2021	5/10/2022	In-process
5	3.	\$57,261.22			0	VOH	FEMA-PA COVID-19 reimbursement application, <u>Project 1: Submitted for FD and PD backfill overtime, supplies, and equipment.</u> Additional projects can be added up to September 2021. Original submission: 2/9/2021	7/3/2021	Ongoing	Denied and under Appeal
6	4.	\$30,598.00			0	VOH	FEMA-PA COVID-19 reimbursement application, <u>Project 2: Submitted for FD 2-Stryker LUCAS-3 automatic chest compression systems</u> equipment. Additional projects can be added up to September 2021. Original submission: 04/29/2021	6/15/2021	Ongoing	Denied and under Appeal
7	5.	\$1,178,327.00		\$1,178,327	TBD	VOH	U.S. Senator Tammy Duckworth: Congressionally Directed Spending Requests, Appropriations: 1. Ridge Road Sewer and Flood Infrastructure Project , \$1,178,327.00	6/1/2021	TBD 2022	360 applications received, 2 of 8 VOH applications not funded, awaiting status of all 8-applications; Sub Committee: Homeland Security; Account: FEMA-PDM
8	6.	\$534,000.00		\$534,000	TBD	VOH	U.S. Senator Tammy Duckworth: Congressionally Directed Spending Requests, Appropriations: 2. Sewage Lift Station Replacement: Lift Station 9 , \$267,000; Lift Station 8 , \$267,000; Total \$534,000.00	6/1/2021	TBD 2022	360 applications received, 2 of 8 VOH applications not funded, awaiting status of all 8-applications; Sub Committee: Transportation, Housing, and Urban Development, and Related Agencies; Account: HUD and EDI
9	7.	\$810,000.00		\$810,000	TBD	VOH	U.S. Senator Tammy Duckworth: Congressionally Directed Spending Requests, Appropriations: 3. Water tower sand blasting and painting , \$810,000.00	6/1/2021	TBD 2022	360 applications received, 2 of 8 VOH applications not funded, awaiting status of all 8-applications; Sub Committee: Transportation, Housing, and Urban Development, and Related Agencies; Account: HUD and EDI
10	8.	\$300,000.00		\$300,000	TBD	VOH	U.S. Senator Tammy Duckworth: Congressionally Directed Spending Requests, Appropriations: 4. Sewer Slip-lining Infrastructure Project \$300, 000.00 (per year)	6/1/2021	TBD 2022	360 applications received, 2 of 8 VOH applications not funded, awaiting status of all 8-applications; Sub Committee: Transportation, Housing, and Urban Development, and Related Agencies; Account: HUD and EDI
11	9.	\$260,000.00		\$260,000	TBD	VOH	U.S. Senator Tammy Duckworth: Congressionally Directed Spending Requests, Appropriations: 5. Homewood Gas Station Brownfield Assessment and Cleanup (Citgo/BP gas station) \$260,000.00	6/1/2021	TBD 2022	360 applications received, 2 of 8 VOH applications not funded, awaiting status of all 8-applications; Sub Committee: Transportation, Housing, and Urban Development, and Related Agencies; Account: HUD and EDI
12	10.	\$360,000.00		\$360,000	TBD	VOH	U.S. Senator Tammy Duckworth: Congressionally Directed Spending Requests, Appropriations: 6. Hibbing Building Restoration and Renovation Project , \$360,000.00	6/1/2021	TBD 2022	360 applications received, 2 of 8 VOH applications not funded, awaiting status of all 8-applications; Sub Committee: Transportation, Housing, and Urban Development, and Related Agencies; Account: HUD and EDI

	A	B	C	D	E	F	G	H	I	J
13	11.	\$268,505.00		\$268,505	TBD	VOH	U.S. Senator Tammy Duckworth: Congressionally Directed Spending Requests, Appropriations: 7. Homewood Childrens Science Center Electrical/Digital Mitigation Project , \$268,505.00	6/1/2021	TBD 2022	360 applications received, 2 of 8 VOH applications not funded, awaiting status of all 8-applications; Sub Committee: Transportation, Housing, and Urban Development, and Related Agencies; Account: HUD and EDI
14	12.	\$10,968,054.00		\$10,968,054	TBD	VOH	U.S. Senator Tammy Duckworth: Congressionally Directed Spending Requests, Appropriations: 8. Homewood Performing Arts and Activities Center , \$10,968,054.00	6/1/2021	TBD 2022	360 applications, 2 of 8 VOH applications not funded, awaiting status of all 8-applications; Sub Committee: Transportation, Housing, and Urban Development, and Related Agencies; Account: HUD and EDI
15	13.	\$268,505.00			0	VOH	Congresswoman Robin Kelly: Community Project Fund Request, Appropriations: 1. Homewood Science Center Electrical/Digital Mitigation	4/9/2021	Ongoing	Under Review Link: https://robinkelly.house.gov/resources/community-project-funding
16	14.	\$267,000.00			0	VOH	Congresswoman Robin Kelly: Community Project Fund Request, Appropriations: Homewood Sewage Lift Station 8 - HUD Form (cost: \$267,000).	4/9/2021	Ongoing	Under Review Link: https://robinkelly.house.gov/resources/community-project-funding
17	15.	\$267,000.00			3%	ED PW	COOK COUNTY 2021 Community Development Block Grant (CDBG) Program: LMI threshold 51%: Homewood's eligibility is established by: Block Group 3, Census Tract 828402, which has 66.85% LMI (Area: Ridge Road to 183 rd Street and from Center Avenue to Halsted Street) Submitted project: Replace/upgrade a Sanitary Sewage Lift Station # 8 southeast section of Elder Road.	3/12/2021	10/1/2021	Under Review
18	16.	\$200,000.00			0		US-EPA, Brownfields, Assessment Grant. Environmental Assessment of the 2124 W. 183rd Street property (former Citgo gas station). - Fail eligibility-within 15 days. - Not awarded-within 15 days - Notify successful <u>by late Spring 2021</u> .	10/28/2020	6/30/2021	Delayed due to COVID; Under Review; EPA anticipates notification to successful applicants will be made via telephone, email, or postal mail <u>by late Spring 2021</u> .
19	17.	\$268,505.00			0	HSC	Competitive, Regional Economic Development - Rebuild Illinois program. To renovate the Homewood Science Center electrical system and property.	7/22/2020	2nd quarter 2021	Delayed due to COVID; Under Review - Anticipate awards announcements in the second quarter of 2021.
20	18.	\$1,178,327.00			0	ED PW	Competitive, Public Infrastructure Program - Rebuild Illinois program. Ridge Road Flooding and Drainage mitigation project.	6/29/2020	3rd quarter 2021	Delayed due to COVID; Awards moved to 3rd quarter 2021; Under Review - Anticipate awards announcements in the second quarter of 2021.
21	19.	\$810,000.00			0	ED PW	Competitive, Public Infrastructure Program - Rebuild Illinois program. To sandblast, repair, and paint the Homewood Water Tower.	6/29/2020	6/30/2021	Delayed due to COVID; Under Review - Anticipate awards announcements in the second quarter of 2021.
22	20.	\$0.00			TBD	ED	TBD: Project(s) use: U.S. Economic Development Administration (EDA): support economic development, foster job creation, and attract private investment in economically distressed areas of the United States. EDA supports construction, non-construction, planning, technical assistance , and revolving loan fund projects - No Due Date - Open Until Closed - No Fund Max - Award Range \$100k - \$30 mil.		4/01/2021 - 2023	Researching in-process and EDA contact established; Multiple EDA grant sources to be announced Apr/May 2021 based upon Whitehouse funding under infrastructure, rescue, Covid, and CARES Recovery Act Assist. Projects
23	21.	\$12,000.00	\$12,000.00		0	Mgrs.	Cook County Cares Act Reimbursement Grant – Second Application	11/11/2020	60 days	Awarded
24	22.	\$436,731.52	\$436,731.52		0	Mgrs.	Cook County Cares Act Reimbursement Grant – First Application	10/20/2020	60 days	Awarded

	A	B	C	D	E	F	G	H	I	J
25	23.	\$200,000.00	\$200,000.00		0	Mgrs.	EPA - Targeted Brownfield Assessment (TBA) Grant. Requested to perform in depth brownfield assessment of property at 2124 W. 183rd Street (former Citgo Gas Station)	10/11/2019		Awarded
26	24.	\$10,000.00		\$10,000	50%	PD	ComEd, Safe Communities Grant / Metro. Mayors Caucus: Radar Message Board Trailers for Police Department	3/26/2021	7/31/2021	Not Funded, MMC membership considered in scoring
27	25.	\$31,922.00		\$31,922	0	PD	Justice Assistance Grant (JAG, Edward Burns): Purchase of two message board / radar trailers for reducing speed, oncoming road warnings and closures, Covid-19, alerts, Amber alerts, and other public and traffic safety alerts.	8/15/2020	5/10/2021	Not Funded will pursue 2021 funding; ASAP profile set-up resolved
28	26.	\$415,000.00		\$415,000	0	ED PW	Competitive, Shovel Ready Sites - Rebuild Illinois program. To remediate Bogart property.	7/22/2020	1/31/2021	Not funded;
29	27.	\$450,000.00		\$450,000	0	ED PW	Competitive, Shovel Ready Sites - Rebuild Illinois program. To remediate the vacant Savoia property.	7/22/2020	1/31/2021	Not funded
30	28.	\$260,000.00		\$260,000	0	ED PW	Competitive, Shovel Ready Sites - Rebuild Illinois program. To purchase and remediate the Homewood Gas Station property.	7/22/2020	1/31/2021	Not funded
31	29.	\$360,000.00		\$360,000	0	ED PW	Competitive, Shovel Ready Sites - Rebuild Illinois program. To purchase and remediate the Hibbing Building property.	7/22/2020	1/31/2021	Not funded
32	30.	\$260,000.00		\$260,000	0	ED PW	Competitive, Shovel Ready Sites - Rebuild Illinois program. To purchase and remediate the Ridge Road site 1722-1744 Ridge Road, Homewood, IL 60430	7/22/2020	1/31/2021	Not funded
33	31.	\$810,000.00		\$810,000	0	ED PW	Fast Track, Public Infrastructure Program - Rebuild Illinois program. To sandblast, repair, and paint the Homewood Water Tower.	6/15/2020	First Come First Served Rolling awards due to Covid-19	Not funded
34	32.	\$40,000.00		\$40,000	0	PD PW	Firehouse Subs Foundation: Two message boards, speed radar, traffic count/study, hazard warning, public safety, and software	2/26/2020	4/26/2020	Not funded. Changed message board eligibility rules after submission, no longer funding message boards.
35	33.	\$1,153,327.00		\$1,153,327	25%	PW	IEMA FEMA: PDM sub-application (Ridge Rd PDM Project): Ridge Road Flooding and Drainage mitigation project.	2/7/2020	7/12/1905	Not Funded Not selected by State IEMA to include with as sub-applicant to FEMA
36	34.	\$10,000.00		\$10,000	50%	PW	ComEd, Safe Communities Grant / Metro. Mayors Caucus: Message Board Trailers for Public Works	2/1/2020	7/31/2020	Not Funded; Awardees list for 2020 is not on website
37	35.	\$1,153,327.00		\$1,153,327	25%	PW	FEMA: PDM application (Ridge Rd PDM Project). Ridge Road Flooding and Drainage mitigation project.	10/31/2019	7/12/1905	Not Funded by FEMA



BOARD AGENDA MEMORANDUM

DATE OF MEETING: September 28, 2021

To: Village President & Board of Trustees

From: Jim Marino, Village Manager

Topic: Memorandum of Understanding to Purchase Water

PURPOSE

Staff has been in conversations with the Village of East Hazel Crest regarding East Hazel Crest purchasing water from us after we change our water supplier from the City of Harvey to the City of Chicago Heights. A memorandum of understanding (MOU) has been prepared that provides East Hazel Crest a due diligence period to evaluate the feasibility of purchasing water from us.

PROCESS

In June of 2020, the Village Board approved a memorandum of understanding with the Village of Flossmoor that served as the mechanism for the sharing of information and costs while Flossmoor evaluated the feasibility of buying water from us after we change our water supplier to the City of Chicago Heights. Because East Hazel Crest is interested in purchasing water from us, they must perform their own feasibility assessment, thus requiring us to enter into the same MOU that we approved with Flossmoor.

Because we are changing to a different water supplier, there are several water testing, engineering, IEPA requirements and cost sharing matters that must be evaluated. This MOU provides East Hazel Crest a six-month period to evaluate and resolve the requirements and issues necessary to permit East Hazel Crest to purchase water from us. Both municipalities will work together to review information, reports, plans, and documents to enable us to begin to negotiate a contract.

The East Hazel Crest Village Board approved the MOU at their September 8th board meeting.

OUTCOME

This MOU could result in East Hazel Crest purchasing water from us at a lower cost than what they are paying to their current water supplier and would provide additional revenue into our water fund to help cover the cost of maintaining our water system.

VILLAGE OF HOMEWOOD

Item 9. B.



FINANCIAL IMPACT

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

LEGAL REVIEW: Completed

RECOMMENDED BOARD ACTION

Approve a memorandum of understanding between the Village of East Hazel Crest and the Village of Homewood that grants the Village of East Hazel Crest a six-month due diligence period to evaluate the requirements and issues to be resolved to permit East Hazel Crest to enter into a contract with Homewood for the purchase of water.

ATTACHMENT(S): Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into this ____ day of _____, 2020, by and between the Village of East Hazel Crest, Cook County, Illinois and the Village of Homewood, Cook County, Illinois.

WITNESSETH:

WHEREAS, the Village of East Hazel Crest, Cook County, Illinois ("*East Hazel Crest*") is a duly organized and validly existing home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of this State; and,

WHEREAS, the Village of Homewood, Cook County, Illinois ("*Homewood*") is a duly created and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of this State; and,

WHEREAS, Homewood has entered into a contract with the City of Chicago Heights, Cook County, Illinois ("*Chicago Heights*") to purchase water available to Chicago Heights pursuant to its contract with the City of Hammond, Lake County, Indiana, in sufficient quantities to enable Homewood to provide water service to all users within its border and also to sell water to East Hazel Crest to service all of East Hazel Crest's water users; and,

WHEREAS, Homewood has submitted a proposal to East Hazel Crest providing for terms and conditions for the sale of water to East Hazel Crest as set forth in the Exhibit attached hereto and made a part hereof: "Homewood Water Delivery to East Hazel Crest Proposed Contract Terms" (the "*Proposed Water Contract Terms*"); and,

WHEREAS, East Hazel Crest has reviewed the Proposed Water Contract Terms and is prepared to enter into this Memorandum of Understanding with Homewood whereby Homewood grants to East Hazel Crest a period of six months to do its due diligence in order to ascertain the

engineering requirements; the water quality requirements as mandated by the Illinois Environmental Protection Agency and all other agencies having jurisdiction over the transmission and provision of water; the necessary improvements to be made to East Hazel Crest distribution; and, all other issues to be resolved to permit East Hazel Crest to enter into a contract with Homewood for the purchase of water to serve all water users within its borders.

NOW, THEREFORE, IT IS HEREBY AGREED between Homewood and East Hazel Crest as follows:

Section 1. The foregoing preambles shall be incorporated herein as if fully restated in this Section 1 of this Memorandum of Understanding.

Section 2. For a period of six months commencing with the date of execution of this Memorandum of Understanding (the "Term"), Homewood and East Hazel Crest agree to work cooperatively with each other to review any and all information, reports, plans, and documents as deemed necessary by either party prepared by or in possession of their respective employees, engineers, agents, consultants, attorneys and potential water provider to enable the parties to begin to negotiate a contract for the sale of water by Homewood to East Hazel Crest.

Section 3. At the expiration of the Term, East Hazel Crest may advise Homewood of its desire to proceed with a contract to purchase water from Homewood pursuant to terms mutually agreeable to the parties. In the event either party determines not to proceed to a contract at the expiration of the Term, the parties agree that all information, plans, reports and documents shared with each other pursuant to the terms of this Memorandum of Understanding shall not be used by either party without the express consent of the other party.

Section 4. Each party shall be solely responsible for all costs and expenses incurred by it in pursuing engineering studies, information and documentation required by such party, except

that costs and expenses shall be shared among the parties for services that benefit both parties in an amount mutually agreed to, and each party shall not be liable to the other party for any work, engineering study and investigation undertaking by it in accordance with the terms hereof.


Section 5. This Memorandum of Understanding does not bind either party to any contract unless set forth in a written in a final contract approved by both parties as required by law.

Dated as of the date set forth above.

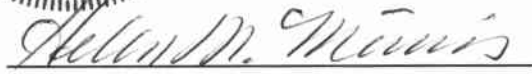


Village of East Hazel Crest, Cook County, Illinois

By:



 Mayor



 Village Clerk

Village of Homewood, Cook County, Illinois

By:

 Village President

Attest:

 Village Clerk

Homewood Water Delivery to East Hazel Crest Proposed Contract Terms

Definitions:

1. **Base Water Rate:** The rate Chicago Heights will charge Homewood for water, and that Homewood would charge East Hazel Crest.
2. **Water Delivery Rate:** The rate Homewood would charge East Hazel Crest to deliver water.
3. **Total Water Rate:** Base Water Rate + Water Delivery Rate.

Agreement Term – ~~25 years~~ ^{10 yr}

Initial Base Water Rate – The Initial Base Water Rate is \$4.05/1,000 gallons. This rate consists of the Hammond water base rate - \$2.05/1,000 gallons and the Chicago Heights delivery rate - \$2.00/1,000 gallons.

Annual Base Water Rate Adjustment – According to the terms of Chicago Height's proposed contract with Homewood, the Base Water Rate shall increase annually on the anniversary of the commencement of water delivery or January 1, 2023, whichever occurs first. The Base Water Rate shall increase annually at a rate equal to the increase in the Consumer Price Index for All Urban Consumers, but the annual increase shall not be less than 1% or more than 3%. Homewood would charge East Hazel Crest the same Base Water Rate that Chicago Heights charges Homewood.

Initial Water Delivery Rate – The Initial Water Delivery Rate charged by Homewood to East Hazel Crest would be \$0.70/1,000 gallons. This rate includes Homewood's capital costs to construct the pipeline and infrastructure to deliver Chicago Heights water to East Hazel Crest and routine Operations and Maintenance costs.

Annual Water Delivery Rate Adjustment – The Water Delivery Rate shall increase annually on the same date the Base Water Rate is adjusted. The Water Delivery Rate shall increase annually at a rate equal to the increase in the Consumer Price Index for All Urban Consumers, but the annual increase shall not be less than 1% or more than 3%.

Initial Total Water Rate – \$4.75/1,000 gallons.

Shared Costs – Homewood and East Hazel Crest to negotiate a cost sharing formula for significant engineering and/or capital costs for future improvements or repairs that benefit East Hazel Crest.

**BOARD AGENDA MEMORANDUM****DATE OF MEETING:** September 28, 2021**To:** Jim Marino, Village Manager**From:** John Schaefer, Director of Public Works**Topic:** Bid Award, 2021 Sidewalk Saw-cutting/Grinding of Sidewalk Trip Hazards**PURPOSE**

As part of the Village's ongoing infrastructure maintenance program, Public Works completed a Village Sidewalk Survey to identify trip hazards. This sidewalk evaluation is typically initiated and completed every 3 years. There are currently +/-12,500 trip hazards on Village owned sidewalks. Repairing all of these trip hazards with conventional concrete removal and replacement methods would cost approximately \$2,500,000. Public Works proposes using the saw cut and grinding method to repair these hazards. Saw-cutting/grinding of sidewalk trip hazards can be completed at a fraction of the cost of conventional concrete removal and replacement methods, is more efficient, and far less intrusive.

The Village spends approximately \$100,000 each year to fix trip hazards to comply with ADA regulations. However, due to rising construction costs, it has become obvious that a less costly method of trip hazard repair is needed in order to better manage these hazards. The saw cut/grinding method of repair has become very popular throughout the United States including the Chicagoland area due to the notable cost saving benefits over traditional concrete replacement. Some standard concrete replacements will still be needed to repair certain trip hazards that exceed the 1.5-inch vertical displacement tolerance. With the number of repairs to be done, contracting out the work is more efficient and cost effective.

PROCESS

Staff prepared bid specifications for the saw-cutting and grinding of trip hazards having 0.5-inch to 1.5-inch of vertical displacement. Work will be performed on various portions of sidewalks along twelve (12) Village streets as listed below:

STREET	FROM	TO	MAP SECTION
Rockwell Avenue	Locust Road	Dead End	3
Spruce Road	Dixie Highway	Western Avenue	4
Elder Road	Center Avenue	Aberdeen Street	14
Olive Road	Center Avenue	Aberdeen Street	14
Gottschalk Avenue	Evergreen Road	Willow Road	20
Homewood Avenue	Evergreen Road	Willow Road	20



Highland Avenue	183 th Street	Willow Road	20
Marshfield Avenue	Evergreen Road	Willow Road	20
Evergreen Road	Marshfield Avenue	Highland Avenue	20
Ashland Avenue	Idlewild Lane	187 th Street	24
Delta Road	Coach Road	May Street	25
Jodi Terrace	191 st Street	Dead End	25

The streets listed were either resurfaced this year or scheduled to be resurfaced next year. Sidewalk trip hazards are normally repaired with conventional concrete methods at the same time the street is resurfaced. Saw-cutting/grinding these trip hazards prior to the road being resurfaced will save street resurfacing funds that can be better allocated for the repair of roadways.

OUTCOME

Initially, bids for the project were received and were opened and read on September 7, 2021 at 10:00 a.m. Unfortunately, only one bid was received and the project was rebid. After rebidding for 10 days, Public Works received four (4) bids which were opened and read aloud on September 17, 2021 at 10:00 a.m. Of the four bids, Universal Concrete Grinding of Girard, OH was the lowest responsible bidder. Staff checked the experience and references of Universal Concrete Grinding LLC and is satisfied with their past performance and believes that the contractor can complete the work as specified in the contract documents. Bid results are shown on the attached tabulation.

FINANCIAL IMPACT

- **Funding Source:** Bond Proceeds & General Fund
- **Budgeted Amount:** \$29,100 (Bond Proceeds) and \$20,900 (General Fund)
- **Cost:** Not to exceed \$50,000

LEGAL REVIEW: Not Required

RECOMMENDED BOARD ACTION

Award a bid for the 2021 Sidewalk Saw-cutting/Grinding of Trip Hazards to Universal Concrete Grinding LLC of Girard, OH, the lowest responsible bidder, at a unit price of \$35.33 per cut/grind location in an amount not to exceed \$50,000.

ATTACHMENT(S): Tabulation of Bids

Village of Homewood - Bid Tabulation Sheet

Project: Sidewalk Survey & Saw Cutting/Grinding
of Trip Hazards
 Bid Number: 21-04
 Bid Opening Date: September 17, 2021
 Bid Opening Time: 10:00 am
 Persons Attending Bid Opening: Jones, Hankey, Massi, McAneney

Bidders Name	Total Amount of Bid	Notes
1 Universal Concrete Grinding	1,415	Cut/Grind # Locations
	\$35.33	Per Cut/Grind
2 Hard Rock Concrete Cutters, Inc.	1,064	Cut/Grind # Locations
	\$46.95	Per Cut/Grind
3 Safety Services & Assessments, LLC	1,054	Cut/Grind # Locations
	\$47.42	Per Cut/Grind
4 Safe Step, LLC	560	Cut/Grind # Locations
	\$89.20	Per Cut/Grind
5		
6		
7		
8		
9		



BOARD AGENDA MEMORANDUM

DATE OF MEETING: September 28, 2021

To: Jim Marino, Village Manager

From: Angela Mesaros, Director of Economic Development

Topic: Sale of Village Owned Property

PURPOSE

The Village intends to sell the Village-owned property located at 18225 Dixie Highway. Homewood Brewing, LLC, doing business as Homewood Brewing Company (HBC), submitted a letter of intent to purchase the property at 18225 Dixie Highway (former Bogart's Charhouse restaurant). The proposal includes a conceptual site plan for the construction of a 12,000 square foot single-story brewery and restaurant. The new facility will include a brewhouse and full-service kitchen as well as a taproom, dining room, and an outdoor seating area.

PROCESS

The Village acquired the property at 18225 Dixie Highway in a tax foreclosure sale in 2018. At that time, the building had been vacant for approximately 9 years. In October 2020, the Village established the Dixie Highway/Miller Court Tax Increment Financing District (TIF) which includes this property. The Village met its goal to secure the property and establish incentives tools to attract a suitable and sustainable development project. The Village partnered with the Cook County Sheriff's Restoring Neighborhoods Workforce (RENEW) program to demolish the building. The demolition is in process and should be complete by the end of September 2021. The Village recently received a proposal to redevelop the property for desirable use and is prepared to move forward with this redevelopment. Before this property can be transferred, the Village is required to provide an opportunity for other interested parties to submit an alternate proposal to purchase the Village-owned property. This requires approval of an ordinance to direct solicitation of alternate bids.

OUTCOME

Alternate bids and proposals for the sale and development of the property at 18225 Dixie Highway must be submitted to the Village by 5:00 p.m. on Tuesday, October 12, 2021. Alternate bids and proposals will be publicly opened and read at the Village Board meeting, which begins at 7:00 p.m. on October 12, 2021 in the Village Hall. Redevelopment of this property will benefit the community through property tax and sales tax revenue.



FINANCIAL IMPACT

Funding Source: No Financial Impact

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

LEGAL REVIEW: Completed

RECOMMENDED BOARD ACTION

Approve an ordinance directing the solicitation of alternate bids and proposals for the development of the property at 18225 Dixie Highway in the Dixie Highway/Miller Court Redevelopment Project Area in the Village of Homewood.

ATTACHMENT(S)

- Ordinance
- Conceptual site plan

ORDINANCE NO. M - 2195

**AN ORDINANCE DIRECTING THE SOLICITATION OF ALTERNATE BIDS
AND PROPOSALS FOR DEVELOPMENT OF PROPERTY AT 18225 DIXIE
HIGHWAY IN THE DIXIE HIGHWAY/MILLER COURT REDEVELOPMENT
PROJECT AREA IN THE VILLAGE OF HOMEWOOD**

WHEREAS, the Village of Homewood ("Village") is contemplating the sale of real estate described in Section 1 of this Ordinance and located in the Dixie Highway/Miller Court Redevelopment Project Area to Homewood Brewing, LLC ("Homewood Brewing"); and

WHEREAS, the Village of Homewood has received a proposal from Homewood Brewing for redevelopment of the parcels described in Section 1 of this Ordinance; and

WHEREAS, 65 ILCS 5/11-74.4-4 requires that the Village provide a reasonable opportunity for any other person to submit an alternate proposal or bid for the sale and redevelopment of this property.

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

SECTION ONE - SOLICITATION OF ALTERNATE BIDS AND PROPOSALS:

The Village Manager and staff are directed to solicit alternate bids and proposals for the sale and redevelopment of the following described property owned by the Village of Homewood:

Parcel 1: Lot 2, 3 and 4 in the resubdivision of Lot 6 in the County Clerk's Division of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: The East 99 feet of Lot 1 in the subdivision of Lot 6 in the County Clerk's Division of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian, according to the Plat thereof recorded October 21, 1927 as document 9816722, in Book 253 of Plats, Page 2; also the East 99 feet of that part of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 31 bounded and described as

follows: Beginning at the Northeast corner of Lot 1 in the South of Lot 6 aforesaid; thence West along the North line of said Lot 1, 297 feet to the East line of Dixie Highway; thence North along said East line of Dixie Highway, 27.07 feet; thence East parallel with the North line of Lot 1 aforesaid, 297 feet; thence South parallel with the West line of the Southeast $\frac{1}{4}$ of said Section 31, 27.07 feet to the point of beginning, in Cook County, Illinois.

Parcel 3: The East 99 feet of the North 53.93 feet of the South 81 feet of that part of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian, bounded and described as follows: Beginning at the Northeast corner of Lot 1 in the subdivision of Lot 6 in the County Clerk's Division of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section, according to the Plat thereof recorded October 21, 1927, as document 9816722, in Book 253 of Plats, Page 2; thence West along the North line of said Lot 1, 297 feet to the East line of Dixie Highway; thence North along said East line of Dixie Highway, 346 feet; thence East parallel with the North line of Lot 1 aforesaid, 297 feet; thence South parallel with the West line of the Southwest $\frac{1}{4}$ of said Section, 346 feet to the place of beginning in Cook County, Illinois.

Property Index Numbers:

29-31-409-037-0000

29-31-409-038-0000

29-31-409-010-0000

29-31-409-041-0000

29-31-409-072-0000

Common address: 18225 Dixie Highway, Homewood, Illinois

The Village Manager or his designee shall publish legal notice requesting alternate bids and proposals in a newspaper of general circulation within the Village of Homewood. Such notice shall be published at least ten (10) days before the due date for such bids and proposals.

SECTION TWO - DUE DATE FOR ALTERNATE BIDS AND PROPOSALS:

Alternate bids and proposals for the sale and development of the property described in Section One above shall be submitted to the Village by 5:00 p.m. on Tuesday, October 12, 2021 at the Village Clerk's office in the Homewood Village Hall, 2020 Chestnut Road, Homewood, Illinois. Alternate bids and proposals will

be publicly opened and read at the Village Board meeting beginning at 7:00 p.m. on October 12, 2021, at the Homewood Village Hall.

SECTION THREE - EFFECTIVE DATE:

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

PASSED and APPROVED this 28th day of September, 2021.

Village President

ATTEST:

Village Clerk

AYES: ____ NAYS: ____ ABSTENTIONS: ____ ABSENCES: ____

**LEGAL NOTICE
VILLAGE OF HOMEWOOD**

**SOLICITATION OF ALTERNATE BIDS AND PROPOSALS FOR THE SALE
AND DEVELOPMENT OF PROPERTY IN A TAX INCREMENT
REDEVELOPMENT PROJECT AREA**

Notice is given that the Village of Homewood is soliciting alternate bids and proposals for the sale and development of the following described property within the Dixie Highway/Miller Court Redevelopment Project Area:

Parcel 1: Lot 2, 3 and 4 in the resubdivision of Lot 6 in the County Clerk's Division of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: The East 99 feet of Lot 1 in the subdivision of Lot 6 in the County Clerk's Division of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian, according to the Plat thereof recorded October 21, 1927 as document 9816722, in Book 253 of Plats, Page 2; also the East 99 feet of that part of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 31 bounded and described as follows: Beginning at the Northeast corner of Lot 1 in the South of Lot 6 aforesaid; thence West along the North line of said Lot 1, 297 feet to the East line of Dixie Highway; thence North along said East line of Dixie Highway, 27.07 feet; thence East parallel with the North line of Lot 1 aforesaid, 297 feet; thence South parallel with the West line of the Southeast $\frac{1}{4}$ of said Section 31, 27.07 feet to the point of beginning, in Cook County, Illinois.

Parcel 3: The East 99 feet of the North 53.93 feet of the South 81 feet of that part of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian, bounded and described as follows: Beginning at the Northeast corner of Lot 1 in the subdivision of Lot 6 in the County Clerk's Division of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section, according to the Plat thereof recorded October 21, 1927, as document 9816722, in Book 253 of Plats, Page 2; thence West along the North line of said Lot 1, 297 feet to the East line of Dixie Highway; thence North along said East line of Dixie Highway, 346 feet; thence East parallel with the North line of Lot 1 aforesaid, 297 feet; thence South parallel with the West line of the Southwest $\frac{1}{4}$ of said Section, 346 feet to the place of beginning in Cook County, Illinois..

Property Index Numbers:

29-31-409-037-0000

29-31-409-038-0000

29-31-409-010-0000

29-31-409-041-0000

29-31-409-072-0000

Common address: 18225 Dixie Highway, Homewood, Illinois

Homewood Brewing, LLC has submitted a proposal to the Village of Homewood to redevelop the property by construction of a single-story restaurant/brewery on the site.

Copies of the proposal are available for public review in the Village Clerk's office at the Homewood Village Hall, 2020 Chestnut Road, Monday through Friday, 8:00 a.m. to 5:00 p.m. The proposal includes provisions for the village-owned land to be conveyed for the purchase price of \$1 and obligations to develop the land.

Alternate proposals must be received at the Village Clerk's office in the Homewood Village Hall, 2020 Chestnut Road, Homewood, Illinois, by 5:00 p.m. on Tuesday October 12, 2021. All such proposals will be publicly opened and read at the Village Board meeting beginning at 7:00 p.m. on October 12, 2021.

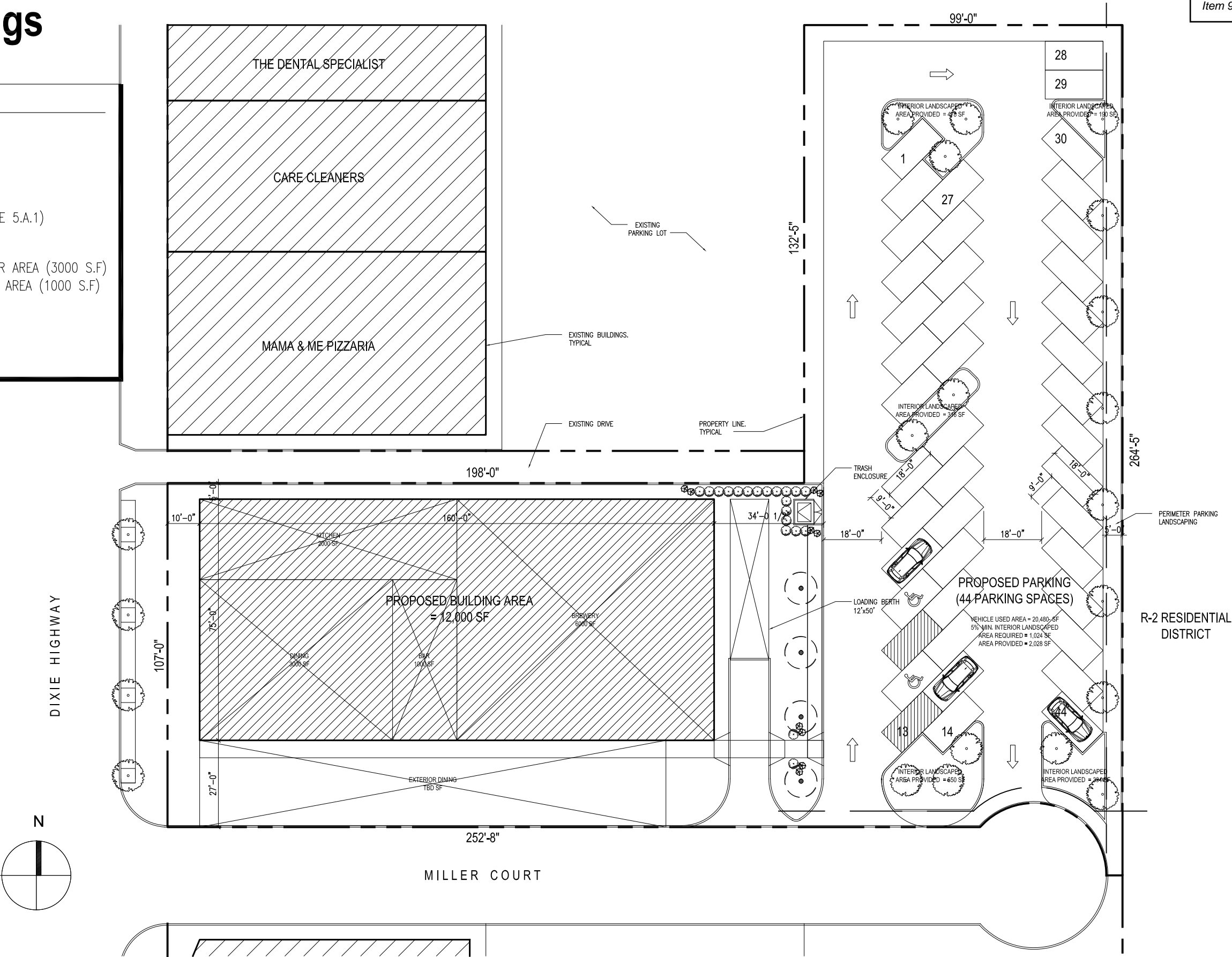
Persons with questions may contact Director of Economic & Community Development Angela Mesaros at (708) 206-3387.

Marilyn Thomas, Village Clerk

Conceptual Drawings

Item 9. D.

ZONING: B1, BUSINESS DISTRICT	
LOT AREA	= 45,808 S.F.
MINIMUM LOT AREA	= 25,000 S.F.
FLOOR AREA RATIO	= N/A
FRONT SETBACK	= 0 FEET
SIDE SETBACK	= 0 FEET
REAR SETBACK	= 16 FEET (0 FEET PER TABLE 5.A.1)
BUILDING HEIGHT	= 4 STORIES
PARKING REQUIRED RESTAURANT	= 1 PER 250 G.S.F. OF FLOOR AREA (3000 S.F)
PARKING REQUIRED TAVERN	= 1 PER 50 G.S.F. OF FLOOR AREA (1000 S.F)
PARKING REQUIRED BREWERY	= TDB
PARKING PROVIDED	= 44 SPACES
OFF-STREET LOADING	= 1 LOADING BERTH
ACCESSIBLE PARKING	= 2



Proposed Site Plan

Scale: 1/32" = 1'-0"

HOMEWOOD BREW

New Construction
18225 DIXIE HIGHWAY, HOMEWOOD ILLINOIS 60430

These drawings are for communication of design intent only. These drawings are not suited or intended for construction or fabrication.
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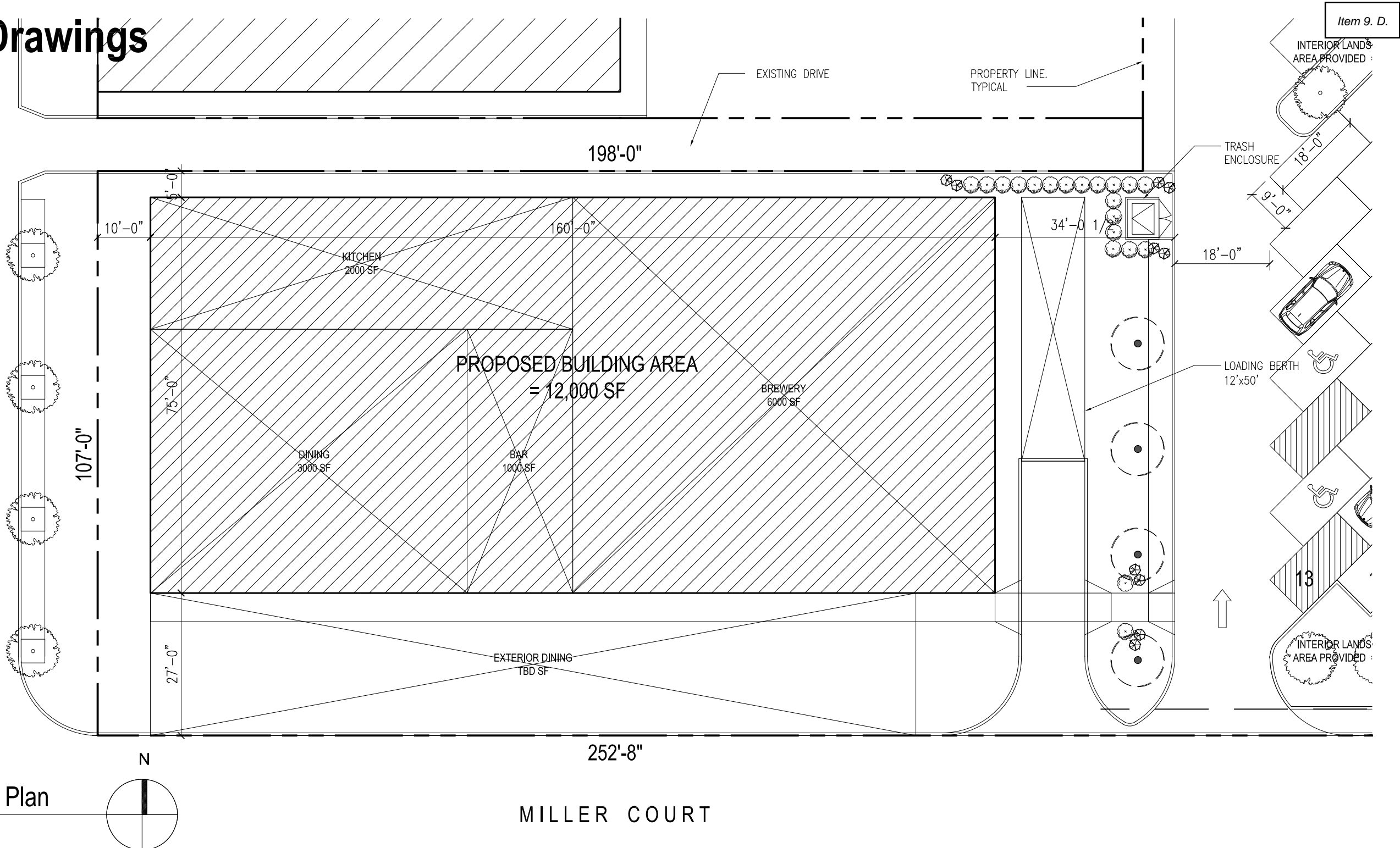
Date: August 6, 2021

Martin Kim Architects
Certa Design Build

Archite 43

Conceptual Drawings

DIXIE HIGHWAY



Proposed Partial Site Plan

Scale: 1" = 20'-0"

HOMEWOOD BREW

New Construction
18225 DIXIE HIGHWAY, HOMEWOOD ILLINOIS 60430

These drawings are for communication of design intent only. These drawings are not suited or intended for construction or fabrication.
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Date: August 6, 2021

Martin Kim Architects
Cerde Design Build



BOARD AGENDA MEMORANDUM

DATE OF MEETING: September 28, 2021

To: Village President & Board of Trustees

From: Jim Marino, Village Manager

Topic: Preferred Developer Endorsement Agreement

PURPOSE

Now that the Illinois Gaming Board is moving closer to issuing the South Suburban casino license, the Village Board must endorse our preferred developer.

PROCESS

In 2013, the Villages of Homewood and East Hazel Crest issued a request for qualifications and proposals for development of a casino gaming facility at the northwest corner of Halsted and 175th Street on property located in both municipalities. One proposal was received from The Daly Group LLC.

Because the Illinois General Assembly did not pass legislation to increase the number of gaming licenses in 2013, the Villages deferred action on an endorsement at that time. Now that the IGB is prepared to hear presentations from applicants vying for the South Suburban casino license and is expected to award the license in the coming months, it is necessary to formally endorse The Daly Group LLC as the preferred developer. The agreement also obligates the developer to reimburse the Village for its legal fees and costs if the developer is successful before the IGB.

OUTCOME

Approving an endorsement agreement is the final step needed to prepare the Village for the possibility of being awarded the casino license. Development of a casino through the existing intergovernmental agreement with the Village of East Hazel Crest will develop land that has been vacant for years, generate revenue through sales and property taxes, and provide a new entertainment experience and more dining options for residents.

FINANCIAL IMPACT

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

VILLAGE OF HOMEWOOD

Item 9. E.



LEGAL REVIEW: Completed

RECOMMENDED BOARD ACTION

Pass a resolution authorizing an endorsement agreement between the Villages of Homewood and East Hazel Crest and the Daly Group LLC for development of a South Suburban casino and reimbursement of costs.

ATTACHMENT(S)

- Resolution
- Endorsement Agreement and Exhibits

RESOLUTION NO. R-3090**A RESOLUTION AUTHORIZING AN ENDORSEMENT AGREEMENT
BETWEEN THE VILLAGES OF HOMEWOOD AND EAST HAZEL CREST
AND THE DALY GROUP LLC FOR DEVELOPMENT OF A SOUTH
SUBURBAN CASINO AND REIMBURSEMENT OF COSTS**

WHEREAS, in December 2012, the Villages of Homewood and East Hazel Crest entered into an “Intergovernmental Agreement to Jointly Develop Property within Villages of East Hazel Crest and Homewood” for development of a casino gaming and entertainment facility on a site within the Villages, premised upon adoption of legislation authorizing an additional casino gaming license in the south Chicago suburbs; and

WHEREAS, on December 17, 2012, the Villages held a public meeting to elicit public opinion and comment on developing a casino facility within the Villages; and

WHEREAS, in anticipation of the adoption of authorizing legislation and to ensure that the Villages would be in a competitive or favorable position in that event, the Villages in 2013 published a “Single Phase Request for Qualifications and Proposals-Casino Gambling Development and Operations” (“RFP”) to elicit multiple proposals for the site at Halsted Street at 174th Street in Homewood and East Hazel Crest; and

WHEREAS, the RFP contemplated the Villages selecting a preferred candidate to develop a casino gaming facility on the Site and endorsing the candidate so selected as part of the licensure process envisioned by the legislation then pending; and

WHEREAS, the selection and endorsement were contemplated to create a positive working relationship and a framework for negotiating a formal development agreement for the Site to be structured under the legislation approving the new license, local laws and regulations, development goals outlined in the RFP, and local sensitivities; and

WHEREAS, the only response to the RFP was an expression of interest made by The Daly Group, LLC on May 30, 2013, on behalf of a to-be-formed joint venture; and

WHEREAS, during its 2013 Spring Session and for several years thereafter, the Illinois General Assembly did not pass the authorizing legislation contemplated by the RFP, causing the Villages to defer acting on the Daly

Group's Expression of Interest, pending further action by the General Assembly; and

WHEREAS, since The Daly Group's Expression of Interest in 2013, the Villages and Daly have been operating according to the terms of the attached Endorsement Agreement; and

WHEREAS, on June 28, 2019, the Governor signed Public Act 101-0031, authorizing issuance of a casino license to an operator in Bloom, Bremen, Calumet, Rich, Thornton, or Worth Township, which area includes the Villages of Homewood and East Hazel Crest; and

WHEREAS, in October 2019 the Villages certified to the Illinois Gaming Board that Wind Creek IL LLC would be the owner and operator of the proposed casino; and

WHEREAS, now that the Illinois Gaming Board is scheduled to hear applicants' presentations and determine the South Suburban casino's location, the Villages and Daly desire to enter into this Endorsement Agreement to reaffirm their respective commitments about the potential development of the Site by The Daly Group and Wind Creek's application for a license to conduct casino gaming at the Site under Public Act 101-0031.

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

SECTION ONE – APPROVAL OF AGREEMENT:

The Village President is authorized to execute the attached Endorsement Agreement attached to this resolution as Exhibit A.

SECTION TWO – EFFECTIVE DATE:

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

PASSED and APPROVED on September 28, 2021.

Village President

ATTEST:

Village Clerk

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

Exhibit A

ENDORSEMENT AGREEMENT

**ENDORSEMENT AGREEMENT
(South Suburban Casino Project)**

This Endorsement Agreement (“**Endorsement Agreement**”) made effective as of the ____th day of _____, 2021 (“**Effective Date**”), by and among the Village of Homewood, Illinois (“**Homewood**”) and the Village of East Hazel Crest, Illinois (“**East Hazel Crest**”) with Homewood and East Hazel Crest being referred to collectively as the “**Villages**”, and The Daly Group LLC, an Illinois limited liability company (“**Daly**”).

RECITALS

1. In December 2012, the Villages entered into an “Intergovernmental Agreement to Jointly Develop Property within Villages of East Hazel Crest and Homewood” (“**Intergovernmental Agreement**”). A copy of the Intergovernmental Agreement is attached as Exhibit 1. The Intergovernmental Agreement contemplated the development of a casino gaming and entertainment facility on a site located within the Villages and was premised upon adoption of legislation authorizing additional casino gaming licenses in Illinois and the expectation that one of the new licenses would be targeted to the south Chicago suburbs.

2. On December 17, 2012, the Villages held a public meeting to elicit public opinion and comment on developing a casino facility on land within the Villages.

3. In anticipation of the adoption of authorizing legislation and in order to ensure that the Villages would be in a competitive or favorable position in that event, the Villages published a “Single Phase Request for Qualifications and Proposals-Casino Gambling Development and Operations” (“**RFP**”) on February 15, 2013. Through the RFP, the Villages sought to elicit multiple proposals to develop a site selected by the Villages on Halsted Street at 174th Street near the Halsted Street Exchange on Interstate Highway 80 (“**Site**”).

4. The RFP was supplemented by Addendum 1, dated February 25, 2013, and Addendum 2, dated May 20, 2013, pursuant to which response dates in the RFP were extended and specifications in it were clarified.

5. The RFP contemplated the Villages determining a preferred candidate to develop a casino gaming facility on the Site and endorsing the candidate so selected as part of the licensure process envisioned by the legislation then pending. The selection and endorsement were contemplated to create a positive working relationship and a framework for negotiating a formal development agreement for the Site to be structured in accordance with the legislation approving the new license, local laws and regulations, development goals outlined in the RFP, and local sensitivities.

6. The only response to the RFP was an expression of interest made by Daly on May 30, 2013, on behalf of the to-be-formed joint venture. A copy of it is attached as Exhibit 2 (“**Expression of Interest**”).

7. During its 2013 Spring Session, the Illinois General Assembly did not pass the authorizing legislation contemplated by the RFP. Therefore, the Villages deferred action on the Expression of Interest and the potential development of casino gaming facility at the Site pending further action by the General Assembly.

8. Passage of legislation authorizing an additional casino license for the south Chicago suburban area now appears likely during the 2017 Spring or Veto Session of the Illinois General Assembly.

9. The Villages and Daly desire to enter into this Endorsement Agreement to outline their respective commitments concerning the potential development of the Site and submission of an application to receive a license to conduct casino gaming at the Site pursuant to legislation pending in the Illinois General Assembly

NOW THEREFORE, in consideration of the premises recited above, the mutual covenants and agreements set forth below and other good and sufficient legal consideration, the parties agree as follows:

Section 1. Endorsement. Subject to the terms and conditions of this Endorsement Agreement, the Villages endorse Daly as the preferred casino developer and operator for the Site and agree to support the efforts of Daly to seek the issuance of a casino gaming license for the Site by the Illinois Gaming Board (“**Gaming Board**”). The

Villages acknowledge that it is Daly's intent to form a joint venture with Wind Creek IL, LLC ("Wind Creek") as licensee/ co-developer/operator/owner/partner for the Site.

Section 2. Daly Obligations. Daly accepts the endorsement of the Villages and agrees to perform as follows:

2.1 Reimbursement. Within thirty (30) days after the issuance to Wind Creek of a license by the Gaming Board for the operation of a gaming facility on the Site, Daly will reimburse (or cause to be reimbursed) the Villages for all third party costs and fees, including professional fees, incurred by the Villages in connection with the RFP, the legislation and the Site through the Effective Date, all as specifically identified on Exhibit 3 attached hereto. Thereafter, Daly will continue to reimburse (or cause to be reimbursed) the Villages for any additional costs incurred by the Villages within thirty (30) days of presentation of invoices therefor; it being expressly understood that the Villages shall obtain Daly's prior written approval prior to incurring any additional costs.

2.2 RFP Particulars and Site Plans. As soon as practical following passage of legislation authorizing a new license which would allow casino gaming on the Site, Daly will complete a response to the RFP with general specifications and plans for the Site and for operations.

2.3 Legislative Initiatives. Daly will actively support efforts to secure passage of legislation which would allow casino gaming at the Site and co-ordinate its efforts in that respect with legislative counsel for the Villages.

2.4 Project Development Agreement. Directly following submittal of particulars responsive to the RFP as provided in Section 2.2 above, Daly will negotiate in good faith with the Villages for a definitive Project Development Agreement to cover Site acquisition, development and construction of the physical facility reflected in the response to the RFP, operations and related municipal support. The Project Development Agreement will be generally consistent with responses to the RFP.

2.5 Application to Gaming Board. Daly will be responsible for the coordination of the preparation of an application for the license to conduct casino gaming operations on the Site by Wind Creek in accordance with application forms and materials propounded by the Gaming Board. Daly will adhere to any schedule announced by the Gaming Board. Daly will coordinate preparation of the application and related materials with the Villages and will provide the Villages with a reasonable opportunity to comment on and suggest revisions to any materials intended to be submitted to the Gaming Board at least thirty (30) days before any applicable deadline or targeted filing date.

2.6 Selection of Operator. As set forth above, Daly has identified Wind Creek, an experienced gaming operator, as the licensee and to oversee actual gaming operations at the Site and the Villages hereby approve Wind Creek Hospitality.

2.7. Intentionally Deleted.

2.8. Exclusivity. To ensure full commitment to the Site, Daly will not pursue award or development of any other casino gaming license authorized during the 2017 Spring or Veto Session of the Illinois General Assembly.

Section 3. Villages Obligations.

3.1 Cooperation. The Villages will cooperate with Daly and Wind Creek in all efforts to secure award of a license to conduct casino gaming at the Site. The Villages will conduct a public hearing on materials submitted by Daly pursuant to the RFP promptly following submittal.

3.2 Application to Gaming Board. The Villages will participate with Daly and Wind Creek in the preparation of an application to the Gaming Board for a license to conduct casino gaming on the Site. The Villages will promptly respond to any draft materials circulated by Daly in advance of submittal to the Gaming Board.

3.3 Project Development Agreement. The Villages will negotiate in good faith with Daly for a definitive Project Development Agreement to cover Site acquisition, development and construction of the physical facility reflected in the response to the RFP, operations and related municipal support. The Project Development Agreement will be generally consistent with responses to the RFP made by Daly.

3.4 **Public Support.** The Villages will publicly support the application of Daly to the Gaming Board in all proceedings before the Gaming Board and will actively participate in any presentation or hearing with respect to the application to be submitted by Daly.

3.5. **Exclusivity.** To ensure Daly's full commitment to the Site, the Villages will not pursue award or development of any other casino gaming license authorized during the 2017 Spring or Veto Session of the Illinois General Assembly for any party other than Daly.

Section 4. Conditions. The obligations of the parties under this Endorsement Agreement are conditioned upon passage of authorizing legislation by the Illinois General Assembly by December 31, 2017; provided however, the Reimbursement Obligation set forth in Section 2.1 above shall not be subject to the condition set forth in this Section 4.

Section 5. Termination. This Endorsement Agreement may be terminated by the Villages or by Daly upon thirty (30) days advance notice should legislation authorizing or allowing casino gaming to take place on the Site not be enacted by December 31, 2018.

Section 6. Notices. All notices, requests, demands, consents and other communications required or permitted under this Endorsement Agreement shall be in writing and shall be deemed to have been duly and properly given on the date of service if (i) delivered personally, or (ii) deposited with a nationally recognized overnight courier for next day delivery, or (iii) sent by telefax during business hours of any business day, in which case notice shall be deemed given upon receipt of a verification of transmission of such notice, addressed appropriately to the addresses below:

The Villages:

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

Village of East Hazel Crest
Mayor Thomas Brown
1904 W. 174th Street
East Hazel Crest, IL 60429

Daly:

The Daly Group LLC
Patrick F. Daly, Manager
2803 Butterfield Road, Suite 300
Oak Brook, IL 60523

Any party may change its address for purposes of this Section by giving the other party written notice of the new address in the manner set forth above.

Section 7. Binding on Successors. This Endorsement Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, administrators, personal representatives, executors, successors and assigns.

Section 8. Governing Law. This Endorsement Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

Section 9. Counterparts. This Endorsement Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

Section 10. Modification. This Endorsement Agreement may not be changed or modified except by an agreement in writing signed by all parties. As provided in Sections 2.4 and 3.4 above, this Endorsement Agreement shall be deemed cancelled upon execution of a Project Development Agreement for the Site between the Villages and Daly or its permitted assignee.

Section 11. Waiver. No failure on the part of a party to exercise any power or right under this Endorsement Agreement or to insist upon strict compliance with any obligations specified it, and no custom or practice at variance with the terms of it, shall constitute a waiver of either party's right to demand exact compliance with the terms of this Endorsement Agreement; provided however, either party may, at its sole option, waive in writing, any requirement, covenant or condition established for the benefit of such party in this Endorsement Agreement without affecting any of the other terms or provisions of this Endorsement Agreement. No delay on the part of a party in the exercise of any power or right under this Endorsement Agreement operates as a waiver nor shall any single or partial exercise of any power or right preclude other or further exercise of it or the exercise of any other power or right. All rights and remedies existing under this Endorsement Agreement are cumulative and in addition to those otherwise provided by law.

Section 12. Captions. The captions of the various sections in this Endorsement Agreement are solely for the convenience of the various parties and shall not be construed to interpret or limit the content of any provision or section of this Endorsement Agreement.

Section 13. Entire Agreement. This Endorsement Agreement constitutes the entire agreement among the parties and supersedes all prior discussions, agreements, writings and representations between the parties with respect to the transactions contemplated by this Endorsement Agreement.

Section 14. Document Preparation. This Endorsement Agreement and the documents and agreements to be executed as contemplated in this Endorsement Agreement have been drafted by the law firm of Barnes & Thornburg LLP, which serves as counsel to the Villages.

Section 15. Specific Enforcement. The parties agree that monetary damages and other remedies at law are insufficient means of enforcement or redress and accordingly have agreed that the provisions of this Endorsement Agreement shall be enforceable by way of specific performance, mandatory or prohibitive injunction or other equitable relief

Section 16. Further Assurances. Each party agrees to cooperate with the other parties and to execute other documents or instruments reasonably necessary to effect the transactions contemplated by this Endorsement Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement the year and date first above written.

The Daly Group LLC

The Village of Homewood

By: _____
Patrick F. Daly, Manager

By: _____
Richard Hofeld, Village President

The Village of East Hazel Crest

By: _____
Thomas Brown, Mayor

Attachments

Exhibit 1-Intergovernmental Agreement

Exhibit 2-Expression of Interest

Exhibit 3-Costs and Fees to be Reimbursed

RESOLUTION NO. R- 2135**A RESOLUTION APPROVING AND AUTHORIZING EXECUTION
AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT TO
JOINTLY DEVELOP PROPERTY WITHIN THE VILLAGES
EAST HAZEL CREST AND HOMEWOOD**

WHEREAS, there is now before the meeting of the President and the Board of Trustees of the Village of Homewood, Cook County, Illinois a proposed intergovernmental agreement to jointly develop property within the Villages of East Hazel Crest and Homewood.

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

SECTION 1 - APPROVAL OF INTERGOVERNMENTAL AGREEMENT:

That the intergovernmental agreement attached to this resolution as Exhibit A is hereby authorized and approved.

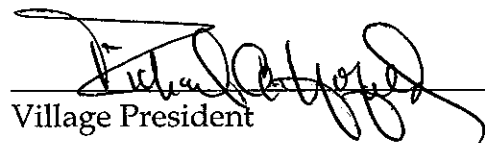
SECTION 2 - AUTHORIZATION TO EXECUTE:

The Village President is hereby authorized to execute and deliver the attached agreement and the Village Clerk is hereby authorized to attest to the same.

SECTION 3 - EFFECTIVE DATE:

This Resolution shall be effective on and after its passage, approval, and publication in accordance with law.

PASSED and APPROVED November 27, 2012.


Village President

ATTEST:


Village Clerk

Ayes: 6 Nays: 0 Abstain: 0 Absent: 0

Intergovernmental Agreement to Jointly Develop Property within the Villages of East Hazel Crest and Homewood

THIS AGREEMENT is between the Village of East Hazel Crest, Cook County, Illinois ("East Hazel Crest") and the Village of Homewood, Cook County, Illinois ("Homewood"), in the exercise of their intergovernmental cooperation powers under the Illinois Constitution, the Illinois Governmental Cooperation Act, and the Illinois Municipal Code. Both municipalities have approved this agreement and adopted it in the manner required by law.

INTRODUCTION

The Villages of East Hazel Crest and Homewood desire to encourage commercial development of vacant or underutilized property located in both municipalities north and south of 174th Street west of Halsted Street and more fully described in Exhibit A and referred to in this agreement as the "Development Site."

In the event that a south suburban gaming site is authorized by the State of Illinois, the parties believe that a combined East Hazel Crest - Homewood site located west of Halsted Street north and south of 174th Street would be a highly desirable location to potential developers and the Illinois Gaming Board.

While a larger percentage of the Development Site lies within East Hazel Crest, access to the entire site is readily available through the Village of Homewood.

Joint marketing and development of the Development Site would yield substantial economic benefits for the citizens of East Hazel Crest, Homewood, other local taxing bodies and the State of Illinois while minimizing the costs and burdens of the

development to a single community.

Article VII, Section 10 of the 1970 State of Illinois Constitution authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance.

Section 3 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/3) provides that any powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and employed jointly with any other unit of local government where not prohibited by law.

Both municipalities have determined that it is in their best interests to enter into this agreement to enhance the desirability and marketability of the subject property and thereby better position themselves to secure substantial and lasting economic benefits for each community.

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants and promises contained below, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

SECTION ONE – MARKETING AND DEVELOPMENT COOPERATION

The Villages of East Hazel Crest and Homewood agree to cooperatively market and develop the Development Site to potential gaming developers, including but not limited to preparation of a request for proposals, hiring of legislative liaisons, statisticians, or other personnel or services necessary to secure a gaming developer if deemed necessary by the parties.

SECTION TWO - ALLOCATION OF COSTS AND REVENUES

After the effective date of this agreement but prior to issuance of an owners license for the Development Site by the Illinois Gaming Board, each party shall pay the marketing and development costs described in Section One as follows:

East Hazel Crest: 55 percent; Homewood: 45 percent

If the Illinois Gaming Board awards an owners license for a gaming facility located on all or part of the Development Site, the parties agree that all wagering, admissions, sales or use, and hotel accommodations taxes derived by either municipality from the gaming facility shall be allocated as follows, irrespective of where improvements are ultimately located on the Development Site:

East Hazel Crest: 55 percent; Homewood: 45 percent

Upon issuance of an owners license for the Development Site and prior to the gaming facility's opening, the parties agree to take action to the extent permitted by law to cause revenues derived from operation of the gaming facility on the Development Site to be paid directly to each municipality as agreed above. If any of the above revenues subject to this agreement are not apportioned and instead are paid to a single municipality, the receiving party shall, within thirty (30) days of receipt, remit to the other party that municipality's share of the above revenue, along with documentation reflecting the calculation of each parties' share. For purposes of this agreement, the term "gaming facility" shall include any casino, hotel, restaurant, parking garage and all other ancillary commercial activities located on the Development Site.

SECTION THREE - TERM

This agreement shall be effective upon approval by the corporate authorities of both parties (the "effective date") and shall remain in effect until one of the following occurs:

1. If the State of Illinois within two years of the effective date fails to enact legislation allowing for a gaming facility to potentially be located on the Development Site, this agreement shall terminate two years after the effective date, unless extended by mutual agreement of the parties.
2. If the State of Illinois enacts legislation within two years of the effective date allowing for a gaming facility to potentially be located on the Development Site, but the Illinois Gaming Board subsequently grants an owners license for another site, this agreement shall terminate upon final award of the owners license.
3. If the State of Illinois enacts legislation within two years of the effective date allowing for a gaming facility to be located on the Development Site, and the Illinois Gaming Board grants an owners license for the Development Site, this agreement shall remain in effect for as long as an owners license is utilized on the Development Site.

SECTION FOUR - AMENDMENT

This agreement may not be amended, except by written agreement duly authorized and adopted by the corporate authorities of each participating municipality.

SECTION FIVE - ASSIGNMENT

The rights or obligations of each party to this agreement may not be transferred.

SECTION SIX - SEVERABILITY

If any part of this agreement is adjudged invalid, such adjudication shall not affect the validity of the agreement as a whole or of any other part.

SECTION SEVEN - NOTICE

Any notice required hereunder shall be deemed to be given on the date of mailing if sent by registered or by certified mail, return receipt requested, or by commercial overnight delivery service such as FedEx or UPS to the following addresses:

Village of East Hazel Crest
Attn: Village Administrator
1904 W. 174th St.
East Hazel Crest IL 60429

Village of Homewood
Attn: Village Manager
2020 Chestnut Rd.
Homewood IL 60430

with a copy to:

with a copy to:

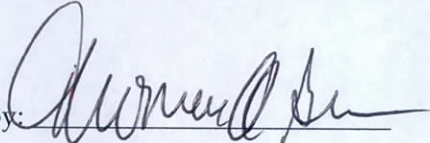
Christopher J. Cummings
Cummings & Duda, Ltd.
2024 Hickory Rd.,
Suite 205
Homewood IL 60430

SECTION EIGHT - HEADINGS

Section headings and titles are descriptive only and do not in any way limit or expand the scope of this agreement.

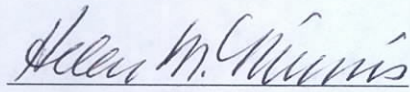
IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the respective dates set forth below. This agreement may be executed in duplicate originals.

VILLAGE OF EAST HAZEL CREST

By: 

Village President

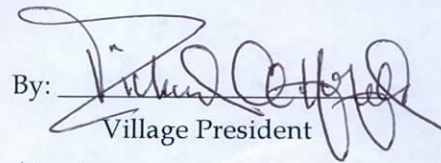
Attest:



Village Clerk

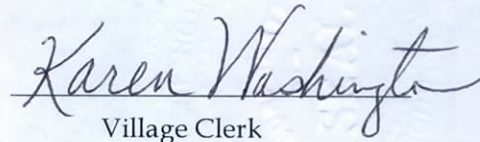
Date: 11-28-12

VILLAGE OF HOMEWOOD

By: 

Village President

Attest:



Village Clerk

Date: 11/27/12

First Extension of Intergovernmental Agreement to Jointly Develop Property within East Hazel Crest & Homewood

WHEREAS, on or about November 19, 2012 Village of East Hazel Crest, Cook County, Illinois ("East Hazel Crest") and the Village of Homewood, Cook County, Illinois ("Homewood") entered into an intergovernmental agreement ("Agreement") to encourage commercial development of vacant or underutilized property located in both municipalities north and south of 174th Street west of Halsted Street; and

WHEREAS, Section Three of the Agreement provided that it would expire two years after the initial effective date unless the State of Illinois enacted legislation allowing for a gaming facility to potentially be located on the Development Site; and

WHEREAS, Section Three also provided that the Agreement could be extended by mutual agreement of the parties.

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants and promises contained below and in the original Agreement, the sufficiency of which is hereby acknowledged, the parties do hereby agree to revise Section Three paragraphs 1, 2, and 3 of the Agreement as follows:

1. If the State of Illinois by January 31, 2015 ~~within two years of the effective date~~ fails to enact legislation allowing for a gaming facility to potentially be located on the Development Site, this agreement shall terminate on January 31, 2015 ~~two years after the effective date~~, unless extended by mutual agreement of the parties.
2. If the State of Illinois enacts legislation by January 31, 2015 ~~within two years of the effective date~~ allowing for a gaming facility to potentially be located on the Development Site, but the Illinois Gaming Board subsequently grants an owners license for another site, this agreement shall terminate upon final award of the owners license.
3. If the State of Illinois enacts legislation by January 31, 2015 ~~within two years of the effective date~~ allowing for a gaming facility to be located

on the Development Site, and the Illinois Gaming Board grants an owners license for the Development Site, this agreement shall remain in effect for as long as an owners license is utilized on the Development Site.

Other than as amended above, the remainder of the original Agreement shall remain effective.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the respective dates set forth below. This agreement may be executed in duplicate originals.

VILLAGE OF EAST HAZEL CREST

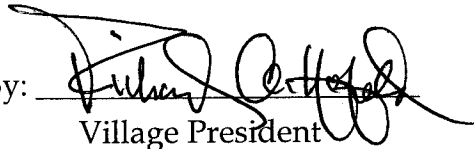
By: _____
Village President

Attest:

Village Clerk

Date: _____

VILLAGE OF HOMEWOOD

By: 
Village President

Attest:


Village Clerk

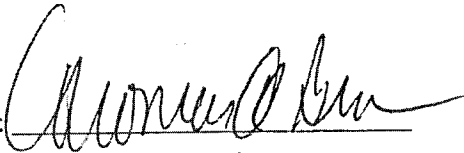
Date: November 11, 2014

on the Development Site, and the Illinois Gaming Board grants an owners license for the Development Site, this agreement shall remain in effect for as long as an owners license is utilized on the Development Site.


Other than as amended above, the remainder of the original Agreement shall remain effective.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the respective dates set forth below. This agreement may be executed in duplicate originals.

VILLAGE OF EAST HAZEL CREST

By: 
Village President

Attest:


Village Clerk

Date: 11-12-14

VILLAGE OF HOMEWOOD

By: _____
Village President

Attest:

Village Clerk

Date: _____

Second Extension of Intergovernmental Agreement to Jointly Develop Property within East Hazel Crest & Homewood

WHEREAS, on or about November 19, 2012 Village of East Hazel Crest, Cook County, Illinois ("East Hazel Crest") and the Village of Homewood, Cook County, Illinois ("Homewood") entered into an intergovernmental agreement ("Agreement") to encourage commercial development of vacant or underutilized property located in both municipalities north and south of 174th Street west of Halsted Street; and

WHEREAS, on or about November 11, 2014, the Agreement was extended to terminate on January 31, 2015; and

WHEREAS, Section Three of the First Extension provided that the Agreement would expire on January 31, 2015 if the State of Illinois by January 31, 2015 fails to enact legislation allowing for a gaming facility to potentially be located on the Development Site; and

WHEREAS, Section Three also provided that the Agreement could be extended by mutual agreement of the parties.

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants and promises contained below and in the original Agreement, the sufficiency of which is hereby acknowledged, the parties do hereby agree to revise Section Three paragraphs 1, 2, and 3 of the Agreement as follows:

1. If the State of Illinois by December 31, 2015 ~~January 31, 2015~~ fails to enact legislation allowing for a gaming facility to potentially be located on the Development Site, this agreement shall terminate on December 31, 2015 ~~January 31, 2015~~, unless extended by mutual agreement of the parties.
2. If the State of Illinois enacts legislation by December 31, 2015 ~~January 31, 2015~~ allowing for a gaming facility to potentially be located on the Development Site, but the Illinois Gaming Board subsequently grants an owners license for another site, this agreement shall terminate upon

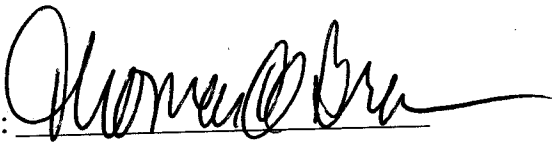
final award of the owners license.

3. If the State of Illinois enacts legislation by December 31, 2015 ~~January 31, 2015~~ allowing for a gaming facility to be located on the Development Site, and the Illinois Gaming Board grants an owners license for the Development Site, this agreement shall remain in effect for as long as an owners license is utilized on the Development Site.

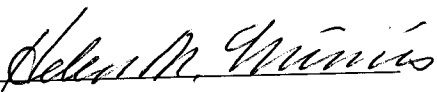
Other than as amended above, the remainder of the original Agreement shall remain effective.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the respective dates set forth below. This agreement may be executed in duplicate originals.

VILLAGE OF EAST HAZEL CREST

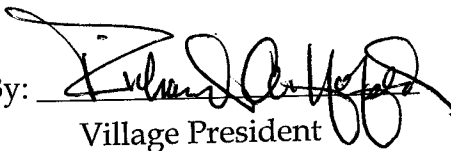
By: 
Village President

Attest:

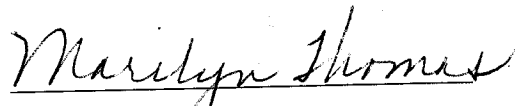

Village Clerk

Date: April 22, 2015

VILLAGE OF HOMEWOOD

By: 
Village President

Attest:


Village Clerk

Date: April 14, 2015

Third Extension of Intergovernmental Agreement to Jointly Develop Property within East Hazel Crest & Homewood

WHEREAS, on or about November 19, 2012 Village of East Hazel Crest, Cook County, Illinois ("East Hazel Crest") and the Village of Homewood, Cook County, Illinois ("Homewood") entered into an intergovernmental agreement ("Agreement") to encourage commercial development of vacant or underutilized property located in both municipalities north and south of 174th Street west of Halsted Street; and

WHEREAS, on or about November 11, 2014, the Agreement was extended to terminate on January 31, 2015; and

WHEREAS, on or about April 14, 2015, the Agreement was again extended to terminate on December 31, 2015; and

WHEREAS, Section Three of the Second Extension provided that the Agreement would expire on December 31, 2015 if the State of Illinois by December 31, 2015 fails to enact legislation allowing for a gaming facility to potentially be located on the Development Site; and

WHEREAS, Section Three also provided that the Agreement could be extended by mutual agreement of the parties.

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants and promises contained below and in the original Agreement, the sufficiency of which is hereby acknowledged, the parties do hereby agree to revise Section Three paragraphs 1, 2, and 3 of the Agreement as follows:

1. If the State of Illinois by December 31, 2016 ~~December 31, 2015~~ fails to enact legislation allowing for a gaming facility to potentially be located on the Development Site, this agreement shall terminate on December 31, 2016 ~~December 31, 2015~~, unless extended by mutual agreement of the parties.
2. If the State of Illinois enacts legislation by December 31, 2016 ~~December 31, 2015~~ allowing for a gaming facility to potentially be located on the Development Site, but the Illinois Gaming Board

subsequently grants an owners license for another site, this agreement shall terminate upon final award of the owners license.

3. If the State of Illinois enacts legislation by December 31, 2016 ~~December 31, 2015~~ allowing for a gaming facility to be located on the Development Site, and the Illinois Gaming Board grants an owners license for the Development Site, this agreement shall remain in effect for as long as an owners license is utilized on the Development Site.

Other than as amended above, the remainder of the original Agreement shall remain effective.

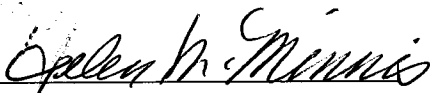
IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the respective dates set forth below. This agreement may be executed in duplicate originals.

VILLAGE OF EAST HAZEL CREST

By: 

Village President

Attest:



Village Clerk

Date: 2-10-16

VILLAGE OF HOMEWOOD

By: 

Village President

Attest:



Village Clerk

Date: 1-12-16

Third Extension and Amendment of the Intergovernmental Agreement to Jointly Develop Property within East Hazel Crest & Homewood

WHEREAS, on or about November 19, 2012 Village of East Hazel Crest, Cook County, Illinois ("East Hazel Crest") and the Village of Homewood, Cook County, Illinois ("Homewood") entered into an intergovernmental agreement ("Agreement") to encourage commercial development of vacant or underutilized property located in both municipalities north and south of 174th Street west of Halsted Street; and

WHEREAS, Section Three of the Agreement provides that the Agreement could be extended by mutual agreement of the parties; and

WHEREAS, Section Four of the Agreement provides that the Agreement may be amended by mutual agreement of the parties; and

WHEREAS, East Hazel Crest and Homewood have, from time to time, extended the Agreement term; and

WHEREAS, East Hazel Crest and Homewood desire to extend the Agreement term once again and to amend Exhibit A to the Agreement to accurately reflect the parcels East Hazel Crest and Homewood seek to jointly develop.

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants and promises contained below and in the original Agreement, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

A. Section Three is deleted in its entirety and replaced with the following:

SECTION THREE - TERM

1. If the State of Illinois by December 31, 2018 fails to enact legislation allowing for a gaming facility to potentially be located on the Development Site, this agreement shall terminate on December 31, 2018, unless extended by mutual agreement of the parties.
2. If the State of Illinois enacts legislation by December 31, 2018 allowing for a gaming facility to potentially be located on the Development Site,

but the Illinois Gaming Board subsequently grants an owners license for another site, this agreement shall terminate upon final award of the owners license to another site.

3. If the State of Illinois enacts legislation by December 31, 2018 allowing for a gaming facility to be located on the Development Site, and the Illinois Gaming Board grants an owners license for the Development Site, this agreement shall remain in effect for as long as an owner's license is utilized on the Development Site.

B. Exhibit A to the Agreement depicting the Development Site is amended by deletion of the following properties:

Parcel 1:

Lot 1 in M-R Bank Subdivision, a Resubdivision of Lot 2 in Richmond Subdivision, a Subdivision of Part of the East $\frac{1}{2}$ of Southeast $\frac{1}{4}$ of Section 29, Township 36 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.
PIN 29-29-409-022-0000

Parcel 2:

Lot 1 (excluding the East 25.00 feet) in Matteson Richton Bank Subdivision, a Subdivision in the East $\frac{1}{2}$ of Southeast $\frac{1}{4}$ of Section 29, Township 36 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.
PIN 29-29-409-027-0000


Parcel 3:

Lot 1 in Richmond Subdivision, being a Subdivision in the East $\frac{1}{2}$ of Southeast $\frac{1}{4}$ of Section 29, Township 36 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois, according to the Plat thereof recorded December 2, 1980 as Document 25688712, (excepting from said Lot 1 that part dedicated for street by Plat of Dedication recorded November 30, 1984 as Document 27355903), in Cook County, Illinois.
PIN 29-29-409-018-0000


Other than as amended above, the remainder of the original Agreement shall remain effective.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the respective dates set forth below. This agreement may be executed in duplicate originals.

VILLAGE OF EAST HAZEL CREST

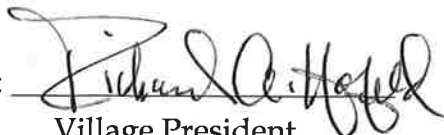
By: 
Village President

Attest:


Village Clerk

Date: 9-27-17

VILLAGE OF HOMEWOOD

By: 
Village President

Attest:


Village Clerk

Date: 9/13/17



Fourth Extension - Intergovernmental Agreement to Jointly Develop Property within East Hazel Crest & Homewood

WHEREAS, on or about November 19, 2012 Village of East Hazel Crest, Cook County, Illinois ("East Hazel Crest") and the Village of Homewood, Cook County, Illinois ("Homewood") entered into an intergovernmental agreement ("Agreement") to encourage commercial development of vacant or underutilized property located in both municipalities north and south of 174th Street west of Halsted Street; and

WHEREAS, Section Three of the Agreement provides that the Agreement could be extended by mutual agreement of the parties; and

WHEREAS, East Hazel Crest and Homewood desire to extend the Agreement term.

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants and promises contained below and in the original Agreement, the sufficiency of which is hereby acknowledged, the parties do hereby agree as that Section Three is hereby deleted in its entirety and replaced with the following:

SECTION THREE - TERM

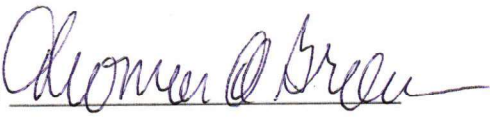
1. If the State of Illinois by December 31, 2019 fails to enact legislation allowing for a gaming facility to potentially be located on the Development Site, this agreement shall terminate on December 31, 2019, unless extended by mutual agreement of the parties.
2. If the State of Illinois enacts legislation by December 31, 2019 allowing for a gaming facility to potentially be located on the Development Site, but the Illinois Gaming Board subsequently grants an owners license for another site, this agreement shall terminate upon final award of the owners license to another site.
3. If the State of Illinois enacts legislation by December 31, 2019 allowing for a gaming facility to be located on the Development Site, and the

Illinois Gaming Board grants an owners license for the Development Site, this agreement shall remain in effect for as long as an owner's license is utilized on the Development Site.

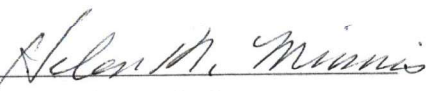
Other than as amended above, the remainder of the original Agreement, as amended from time to time, shall remain effective.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the respective dates set forth below. This agreement may be executed in duplicate originals.

VILLAGE OF EAST HAZEL CREST

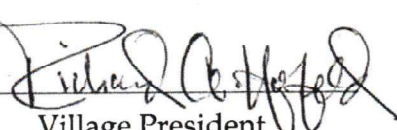
By: 
Village President

Attest:

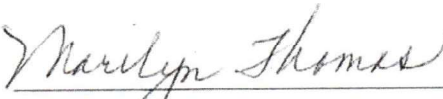

Village Clerk

Date: 12-12-18

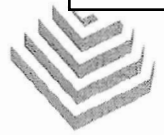
VILLAGE OF HOMEWOOD

By: 
Village President

Attest:


Village Clerk

Date: Dec. 11, 2018



30 May 2013

Gentlemen:

Per the Second Addendum to the Request for Qualifications and Proposals, please find this letter an expression of interest in developing the casino project at the joint East Hazel Crest-Homewood site by the principals of The Daly Group, LLC, Mid-America Development Properties LLC and Infill Market Development Corporation.

Patrick F. Daly, David P. Bossy and Thomas J. Walsh (respectively) intend to form a joint venture partnership (South Suburban Casino, LLC) to develop this site.

If successful in this selection process, the partnership affirms its commitment to pursuing no other site in the State of Illinois during the calendar years 2013 and 2014.

It is our intent to develop a 60,000 sf casino facility containing various restaurant, live entertainment and retail amenities, as well as, back of the house operation space. In addition, we envision a 100-200 room attached hotel, conference center, surface and structured parking for 1200-1800 cars, as well as, a travel center for over-the-road trucking operators (possibly off site).

Please see the attached biographical information regarding the principals and their development experience.

In addition to the information contained in the attachments, we would like to point out that Mr. Daly was the managing member of RSR, LLC which was selected in competition with two other casino applicants by the State of Indiana Gaming Commission to develop and operate a casino in Rising Sun, Indiana. RSR, LLC selected Hyatt Gaming as its gaming operator. After the license was awarded, Hyatt Gaming applied for licensing and converted debt to equity and became a partner in the venture which was marketed as The Grand Victoria Casino and Resort - Rising Sun. For two years prior to the licensing, Mr. Daly worked closely with the community to make certain that the proposed development reflected the interests of the community of Rising Sun (pop. 2700) and Ohio County (pop. 6100). The Grand Victoria at Rising Sun ultimately became a 160,000 sf casino facility including a 220 room hotel and conference center and an 18 hole golf course. The Grand Victoria Casino and Resort-Rising Sun was sold to Full House Resorts in 2011.

In light of the process in Indiana, it is the intent of the partnership to identify a casino operator/ partner prior to final submittal.

Sincerely,

Exhibit 3

Gaming Development

Vendor	Description	Board Approval	Req #	Contract Amount	Paid Out	Account #
Rooster	Public Mtg 12/17 - AV Setup	N/A	20132729	\$438.75	\$438.75	11122538000
Cummings & Duda, Ltd.	Legal Services - June 2012	N/A		4.18 hrs @ \$160/hr	\$668.80	
Cummings & Duda, Ltd.	Legal Services - July 2012	N/A		14.48 hrs @ \$160/hr	\$2,316.80	
Cummings & Duda, Ltd.	Legal Services - August 2012	N/A		9.39 hrs @ \$160/hr	\$1,502.40	
Barnes & Thornburg	Gov Relations Services Agreement - Legislature Lobbying \$10,000 for period 10/1/12 to 1/30/13 \$2,500 monthly installments	9/24/2012	20132732	\$10,000	\$10,000.00	11122538000
William Mahar, Inc.	Gov Relations Services Agreement - Legislature Lobbying \$10,000 for period 10/1/2012 to 1/30/13 \$2,500 monthly installments	9/24/2012	20133059	\$10,000	\$10,000.00	11122538000
Cummings & Duda, Ltd.	Legal Services - September 2012	N/A		8.39 hrs @ \$160/hr	\$1,342.40	
Cummings & Duda, Ltd.	Legal Services - October 2012	N/A		7.64 hrs @ \$160/hr	\$1,222.40	
Barnes & Thornburg	Phase I Legal Services (RFP) Hourly \$100 - \$620 May total \$300,000 split 55% EHC / 45% Hwd \$100,000 Recoupment fee if partner with casino	11/27/2012	20133196	Not to exceed \$135,000	\$11,029.21	11122531200
Cummings & Duda, Ltd.	Legal Services - November 2012	N/A		21.87 hrs @ \$160/hr	\$3,499.20	
William Mahar, Inc.	Gov Relations Services Agreement - Local Lobbying \$10,000 for period 12/1/12 to 1/30/13 \$5,000 monthly installments	12/11/2012	20140168	\$10,000	\$10,000.00	11122531200
Cummings & Duda, Ltd.	Legal Services - December 2012	N/A		.20 hrs @ \$160/hr	\$32.00	
Cummings & Duda, Ltd.	Legal Services - January 2013	N/A				
Environmental Consulting Group, Inc.	Phase 1 Environmental Site Assissment	N/A	20132586	\$1,800	\$1,800.00	243513531110
Cummings & Duda, Ltd.	Legal Services - February 2013	N/A		3.95 hrs @ \$160/hr	\$632.00	
Barnes & Thornburg	Phase I Legal Services - thru January,2013	11/27/2012	20133511		\$15,809.19	11122531200
Barnes & Thornburg	Phase 1 Legal Services - thru Feb, 2013	11/27/2012	20133719		\$11,920.42	11122531200
William Mahar, Inc.	Gov Relations Services Agreement - Legislature Lobbying \$18,000 for period 2/1/2013 to 5/31/13 \$4,500 monthly installments	2/12/2013		\$18,000		
Barnes & Thornburg	Legal Services - thru March, 2013	11/27/2012	20140311		\$4,003.99	11121531100

Barnes & Thornburg	Legal Services - thru April, 2013	11/27/2012	20140753		\$2,149.09	11121531100
Barnes & Thornburg	Legal Services - thru May, 2013	11/27/2012	20140945		\$8,367.39	11121531100
Barnes & Thornburg	Legal Services - thru June, 2013	11/27/2012	20141323		\$1,122.30	11121531100
Barnes & Thornburg	Legal Services - thru July, 2013	11/27/2012	20141911		\$579.22	11121531100
Barnes & Thornburg	Legal Services - thru Nov, 2013	11/27/2012	20142937		\$5,498.56	11121531100
Barnes & Thornburg	Legal Services - thru Dec, 2013	11/27/2012	20143422		\$80.32	11121531100
Barnes & Thornburg	Gov Relations Services Agreement - Local Lobbying \$27,000 for period 2/1/14 to 5/31/14 \$6,750 monthly installments	2/11/2014	20143696	\$27,000	\$6,750.00	11121531100
Barnes & Thornburg	Legal Services - thru Jan, 2014	11/27/2012	20143693		\$2,428.87	11121531100
Barnes & Thornburg	Legal Services - thru Feb, 2014	11/27/2012	20144000		\$696.15	11121531100
Barnes & Thornburg	Gov Relations Services Agreement - Local Lobbying \$27,000 for period 2/1/14 to 5/31/14 \$6,750 monthly installments	2/11/2014	20144051	\$27,000	\$6,750.00	11121531100
William Mahar, Inc.	Lobbying \$10,000 for period 2/01/2014 to 5/31/14 \$2,500 monthly installments	2/11/2014	20140491	\$10,000	\$10,000.00	11121531100
Barnes & Thornburg	Gov Relations Services Agreement - Local Lobbying \$27,000 for period 2/1/14 to 5/31/14 \$6,750 monthly installments	2/11/2014	20150170	\$27,000	\$6,750.00	11121531100
Barnes & Thornburg	Gov Relations Services Agreement - Local Lobbying \$27,000 for period 2/1/14 to 5/31/14 \$6,750 monthly installments	2/11/2014	20150613	\$27,000	\$6,751.80	11121531100
Barnes & Thornburg	Legal Services - thru April, 2014	11/27/2012	20150615		\$8,250.66	11121531100
Barnes & Thornburg	Legal Services - thru May 2014	11/27/2012	20150969		\$160.65	11121531100
William Mahar, Inc.	Gov Relations Services Agreement - Local Lobbying \$10,000 for period 10/1/2014 to 1/30/15 \$2,500 monthly installments	7/22/2014		\$10,000		
Barnes & Thornburg	Gov Relations Services Agreement - Local Lobbying \$4,500 for period 10/1/14 to 1/30/15 \$1,125 monthly installments	7/22/2014	20153322	\$4,500	\$4,500.00	11121531100
Total Paid Out to Date				\$157,052.57		

VendorNum	ItemAmt	Column1	
Barnes & Thornburg	\$2,500.00		
Barnes & Thornburg	\$2,500.00		
Barnes & Thornburg	\$2,500.00		
Barnes & Thornburg	\$2,500.00		
Barnes & Thornburg	\$11,029.21		
Barnes & Thornburg	\$15,809.19		
Barnes & Thornburg	\$11,920.42		
Barnes & Thornburg	\$4,003.99		
Barnes & Thornburg	\$2,149.09		
Barnes & Thornburg	\$8,367.39		
Barnes & Thornburg	\$1,122.30		
Barnes & Thornburg	\$579.22		
Barnes & Thornburg	\$5,498.56		
Barnes & Thornburg	\$80.32		
Barnes & Thornburg	\$2,428.87		
Barnes & Thornburg	\$6,750.00		
Barnes & Thornburg	\$6,750.00		
Barnes & Thornburg	\$696.15		
Barnes & Thornburg	\$6,750.00		
Barnes & Thornburg	\$6,751.80		
Barnes & Thornburg	\$8,250.66		
Barnes & Thornburg	\$160.65		
Barnes & Thornburg	\$4,500.00		
Barnes & Thornburg	\$2,500.00	Total Pd	\$116,097.82
William F. Mahar	\$10,000.00		
William F. Mahar	\$10,000.00		
William F. Mahar	\$10,000.00		
William F. Mahar	\$500.00		
William F. Mahar	\$500.00		
William F. Mahar	\$500.00		
William F. Mahar	\$500.00	Total Pd	\$32,000.00

**CERTIFICATION OF THE PRESIDENT AND BOARD OF TRUSTEES OF
THE VILLAGE OF HOMEWOOD, ILLINOIS**

The undersigned, constituting the **PRESIDENT AND BOARD OF TRUSTEES OF HOMEWOOD** (the “**President and Board of Trustees**”), are providing this Certification to the Illinois Gaming Board with respect to **WIND CREEK IL LLC**, an Illinois limited liability company (“**Wind Creek IL**” or the “**Applicant**”) and their proposed casino gaming facility (the “**Project**”) at the site selected by the villages of East Hazel Crest, Illinois (“**East Hazel Crest**”) and Homewood, Illinois (“**Homewood**”) (East Hazel Crest and Homewood are, collectively, the “**Villages**”) on Halsted Street at 174th Street near the Halsted Street Exchange on Interstate Highway 80 (the “**Site**”), in accordance with subsection (e-5) of Section 7 of the Illinois Gambling Act (230 ILCS 10/7(e-5)).

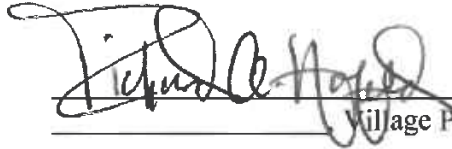
Accordingly, the President and Board of Trustees of Homewood hereby certify as follows:


- i. The Applicant has negotiated with the President and the Board of Trustees (the corporate authority) in good faith.
- ii. The Applicant and the President and Board of Trustees have mutually agreed on the permanent location of the Project, which will be permanently located at the Site.
- iii. The Applicant and the President and Board of Trustees have mutually agreed that there will not be a temporary location for the Project.
- iv. The Applicant and the President and Board of Trustees have mutually agreed that, other than tax revenues, none of the revenues from the Project will be shared with the Villages of East Hazel Crest or Homewood (the municipalities). However, the Villages and Wind Creek IL intend to create and jointly contribute to a public fund to be established that will benefit the communities within the following Townships of Cook County: Bloom, Bremen, Calumet, Rich, Thornton, and Worth and that are referenced in Section 10/13(b) (230 ILCS 10/13(b-7)) relating to paragraph (5) of subsection (e-5) of Section 7 of the Illinois Gambling Act.
- v. The Applicant and the President and Board of Trustees have mutually agreed on any zoning use (subject to final approval of the special use permit for the parking structure), licensing, public health, or other issues that are within the jurisdiction of the Village of Homewood.
- vi. On October 7, 2019, the President and Board of Trustees passed a resolution in support of the Project being located at the Site and memorializing the details of the Project, which is attached hereto as Exhibit A.

On October 7, 2019, the Village of Homewood held a public hearing to discuss items (i) through (vi) above, as well as other relevant details concerning the Project.


* * *

IN WITNESS WHEREOF, the undersigned have caused this Certification to be signed as of this 7th day of October, 2019.

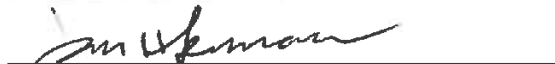

Village President


AYE, Trustee


NAY, Trustee


AYE, Trustee


AYE, Trustee


AYE, Trustee


AYE, Trustee

ATTEST:


Village Clerk



AYES: 5 NAYS: 1 ABSTENTIONS: — ABSENCES: —

EXHIBIT A

RESOLUTION IN SUPPORT OF THE PROJECT

RESOLUTION NO. 3035

**A RESOLUTION OF THE PRESIDENT AND BOARD OF TRUSTEES OF
THE VILLAGE OF HOMEWOOD, ILLINOIS**

WHEREAS, in December 2012, the villages of East Hazel Crest, Illinois (“**East Hazel Crest**”) and Homewood, Illinois (“**Homewood**”) (East Hazel Crest and Homewood are, collectively, the “**Villages**”) entered into an Intergovernmental Agreement to Jointly Develop Property within Villages of East Hazel Crest and Homewood (the “**Intergovernmental Agreement**”). The Intergovernmental Agreement contemplated the development of a casino gaming facility on a site located within the Villages and was premised upon adoption of legislation authorizing additional casino gaming licenses in Illinois and the expectation that one of the new licenses would be targeted to the south Chicago suburbs.

WHEREAS, in anticipation of the adoption of authorizing legislation and in order to ensure that the Villages would be in a competitive or favorable position in that event, the Villages published a “Single Phase Request for Qualifications and Proposals-Casino Gambling Development and Operations” (the “**RFP**”) on February 15, 2013. Through the RFP, the Villages sought to elicit multiple proposals to develop a site selected by the Villages on Halsted Street at 174th Street near the Halsted Street Exchange on Interstate Highway 80 (the “**Site**”);

WHEREAS, the RFP was supplemented by Addendum 1, dated February 25, 2013, and Addendum 2, dated May 20, 2013, pursuant to which response dates in the RFP were extended and specifications in it were clarified;

WHEREAS, the RFP contemplated the Villages determining a preferred candidate to develop a casino gaming and entertainment facility on the Site and endorsing the candidate so selected as part of the licensure process envisioned by the legislation then pending. The selection and endorsement were contemplated to create a positive working relationship and a framework for negotiating a formal development agreement for the Site to be structured in accordance with the legislation approving the new license, local laws and regulations, development goals outlined in the RFP, and local sensitivities;

WHEREAS, the only submission in full compliance with the RFP was an expression of interest made by The Daly Group LLC, an Illinois limited liability company (“**Daly**”), on May 30, 2013, on behalf of a to-be-formed Illinois limited liability company now known as “Wind Creek IL LLC” (“**Wind Creek IL**” or the “**Applicant**”), that would own and operate the casino at the Site;

WHEREAS, during its 2013 Spring Session, the Illinois General Assembly did not pass the authorizing legislation contemplated by the RFP. Therefore, the Villages deferred action on the expression of interest and the potential development of a casino gaming facility at the Site pending further action by the General Assembly;

WHEREAS, on Friday, June 28, 2019, Illinois Governor JB Pritzker signed Senate Bill 690 (the “**Illinois Gambling Act**”) into law, which, among other things, allows for the issuance of new casino licenses in the City of Chicago (which can be land-based) and one each in Danville,

Waukegan, Rockford, the unincorporated area of Williamson County adjacent to the Big Muddy River, and in one of the following townships of Cook County: Bloom, Bremen, Calumet, Rich, Thornton, or Worth Township;

WHEREAS, now that a new casino license may be issued in the South Suburban townships pursuant to the Illinois Gambling Act, the Villages wish to move forward with Wind Creek IL, which has been formed to own and operate the casino gaming facility at the Site, as described in the documents attached hereto as Exhibit A, which is now known as “Wind Creek Casino” (the “**Project**”);

WHEREAS, pursuant to the applicable portion of Senate Bill 690, in order for the Illinois Gaming Board (the “**IGB**”) to issue a license for the Project, the President and Board of Trustees of Homewood, which constitute the corporate authority or county board of Homewood, need to certify the following items to the IGB:

(i) that the Applicant has negotiated with the President and the Board of Trustees of Homewood (the corporate authority) in good faith;

(ii) that the Applicant and the President and Board of Trustees of Homewood have mutually agreed on the permanent location of the Project;

(iii) that the Applicant and the President and Board of Trustees of Homewood have mutually agreed that there will not be a temporary location of the Project, and rather that the Applicant will focus on getting its permanent facility operational as quickly as possible;

(iv) that the Applicant and the President and Board of Trustees of Homewood have mutually agreed upon the percentage of revenues, other than tax revenues, from the Project that will be shared with the Villages (the municipalities), if any; and

(v) that the Applicant and the President and Board of Trustees of Homewood have mutually agreed on any zoning use (subject to final approval of the special use permit for the parking structure), licensing, public health, or other issues that are within the jurisdiction of the municipality or county or Villages; and

(vi) that the President and Board of Trustees of Homewood has passed a resolution or ordinance in support of the Project being located at the Site.

Additionally, at least 7 days before the President and Board of Trustees of Homewood submit their certification to the IGB concerning items (i) through (vi) above, the President and Board of Trustees of Homewood are required to hold a public hearing to discuss items (i) through (vi) above, as well as any other details concerning the Project, and the President and Board of Trustees of Homewood are required to subsequently memorialize the details concerning the Project in a resolution that must be adopted by a majority of the Board of Trustees of Homewood before any certification is sent to the IGB;

WHEREAS, the Applicant and the President and Board of Trustees of Homewood have mutually agreed that none of the revenues, other than tax revenues, from the Project will be shared

with the Villages. However, the Villages and Wind Creek IL intend to create and jointly contribute to a public fund to be established that will benefit neighboring communities; and

WHEREAS, on October 7, 2019, which was, or is, at least seven (7) days prior to Homewood submitting its certification to the IGB regarding items (i) through (vi) above, Homewood held a public hearing to discuss items (i) through (vi) above, as well as any other details concerning the Project. Following this October 7, 2019 meeting, the President and Board of Trustees of Homewood hereby memorialize the details regarding the Project in this Resolution of the President and Board of Trustees of Homewood, Illinois, and submit such resolution to a vote of the Board of Trustees of Homewood, which must be adopted by a majority of the Board of Trustees of Homewood before any certification is sent by Homewood to the IGB. If such a resolution is approved by a majority of the Board of Trustees of Homewood, the President and Board of Trustees of Homewood will provide the certification required by the Illinois Gambling Act to the IGB as soon as practicable;

NOW, THEREFORE, BE IT RESOLVED, that the President and Board of Trustees of Homewood having reviewed the details of the Project as provided in proprietary and confidential submissions as well as the information presented at the public hearing and as set forth in Exhibit A to this Resolution, believe it advisable and in the best interests of the Villages to approve the Project at the Site and approve the Applicant as the developer, owner, and operator of the Project at the Site and hereby approve the location of the Project at the Site and approve the Applicant as the developer, owner, and operator of the Project at the Site, in each case for purposes of subsection (e-5) of Section 7 of the Illinois Gambling Act (230 ILCS 10/7(e-5)).

APPROVED this 7th day of October, 2019

ATTEST:

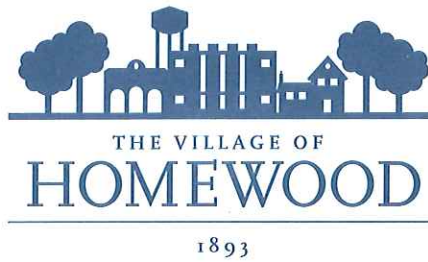
Marilyn Thomas

Village Clerk



AYES: 5 NAYS: 1 ABSTENTIONS: — ABSENCES: —

EXHIBIT A
(presentation documents to be attached)



March 6, 2015

Village Hall

2020 Chestnut Road
Homewood, IL 60430
Phone 708-798-3000
Fax 708-798-4680

Village Manager's Office

Phone 708-206-3377
Fax 708-206-3496

**Community Development
and Building Department**

Phone 708-206-3385
Fax 708-206-3947

Finance Department

Phone 708-798-3000
Fax 708-798-4680

Fire Department

17950 Dixie Highway
Homewood, IL 60430
Phone 708-206-3400
Fax 708-206-3498

Police Department

17950 Dixie Highway
Homewood, IL 60430
Phone 708-206-3420
Fax 708-206-3497

Public Works Department

17755 Ashland Avenue
Homewood, IL 60430
Phone 708-206-3470
Fax 708-206-3499

Patrick F. Daly
The Daly Group, LLC
2803 Butterfield Road
Suite 300
Oak Brook, IL 60523

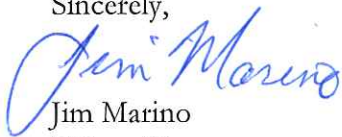
Dear Mr. Daly:

Thank you for your interest in the efforts of the Villages of Homewood and East Hazel Crest to bring a casino to the Chicago south suburbs at the northwest corner of the intersection of Halsted and 175th Streets.

In 2013, we met with you to discuss your interest in partnering with us to attract a casino operator to develop this site. Since that meeting passage of a bill to expand the number of gaming licenses stalled in the legislature and was not adopted. Two gaming bills have again been introduced in the current legislative session, thus reopening the opportunity to pursue a casino development. As a result, we are now prepared to engage The Daly Group as our preferred developer.

We look forward to working with you on this casino venture.

Sincerely,


Jim Marino
Village Manager

REQUEST
FOR QUALIFICATIONS AND PROPOSALS
CASINO GAMBLING DEVELOPMENT AND OPERATION

Issued by the Villages of East Hazel Crest and Homewood, Illinois

For

Site Located at Halstead Street at 174th Street
Near Interstate 80-Halstead Street Interchange

CERTIFICATE OF
PREFERRED DEVELOPER

This Certificate is to confirm that on May 31, 2013 The Daly Group, LLC ("Daly") fully complied by submitting a preliminary Expression Of Intent ("EOI") to become the Preferred Developer prior to 5:00 P.M., and that such EOI was accepted by the Villages as being the only submission in full compliance with the applicable Request for Qualifications and Proposals. Pursuant to the Second Addendum to the Request for Proposals, I accepted the EOI and communicated the acceptance of it by the Mayors of the Villages to Daly. Because the Illinois General Assembly has not yet passed legislation to authorize construction of a casino at the Site, the Villages and Daly have not yet executed their written Endorsement Agreement, as specific terms and conditions contained in the prospective casino gaming legislation will guide the writing of the Endorsement Agreement. However, this Certificate is to evidence the selection of Daly as representative of South Suburban Casino, LLC, a to-be-formed joint venture among Daly, Mid-America Development Properties LLC and Infill Market Development Corporation, as the Preferred Developer, as a result of the Request for Qualifications and Proposals process.

Signed,



Craig Burkhardt
Legal Counsel
Barnes & Thornburg LLP
One North Wacker Drive
Suite 4400