MEETING AGENDA



Board of Trustees Meeting Village of Homewood July 25, 2023 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 <u>comments@homewoodil.gov</u> 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. <u>Pledge of Allegiance</u>
- 3. Roll Call
- 4. Introduction of Staff
- 5. Minutes:

<u>Consider</u> a motion to approve the minutes from the regular meeting of the Board of Trustees held on July 11, 2023.

6. Claims List:

<u>Consider</u> a motion to approve the Claims List of Tuesday, July 25, 2023 in the amount of \$529,534.64.

- 7. <u>Hear from the Audience</u>
- 8. <u>Omnibus Vote</u>: Consider a motion to pass, approve, authorize, accept, or award the following item(s):
 - A. R-3151/Donation of Vehicle: Pass a resolution honoring James R. Wright and the donation of his 1954 Fire Chief car to the Village of Homewood.
 - B. R-3152/Intergovernmental Cooperation Agreement/Joint Emergency Telephone Systems: Pass a resolution authorizing the Village President to enter into an Intergovernmental Cooperation Agreement to consolidate the E-COM and SouthCOM public safety joint emergency telephone systems.
 - <u>C.</u> Agreement/Legal Services/Laner Muchin Ltd.: Authorize the Village President to enter into a two-year full service fee agreement for labor law legal services with Laner Muchin Ltd. of Chicago, IL.
 - D. Budget Amendment/Purchase/Downtown Outdoor Speakers: Approve a budget amendment allocating \$30,000 of ARPA funds for the downtown outdoor speaker project; waive competitive bidding due to a sole source provider; and, approve the purchase of equipment from AirNetix of Smyrna, GA in an amount not to exceed \$22,905 and \$7,095 for unforeseen installation costs related to the downtown outdoor speaker project.

- E. Letter of Intent/HCF Homewood II, LLC/2024 Chestnut Road: Approve a Letter of Intent with HCF Homewood II, LLC for the purchase and redevelopment of the property at 2024 Chestnut Road.
- F. M-2259/Sale of Surplus Property/Vehicles: Pass an ordinance authorizing the Village Manager to sell or dispose of 13 items as surplus property.
- <u>G.</u> M-2260/Lease Agreement/Homewood Arts Council: Pass an ordinance authorizing the Village President to enter into a lease renewal agreement with the Homewood Arts Council for use of the Village's auditorium.
- 9. General Board Discussion
- <u>Executive Session</u>: Consider a motion to enter into executive session to discuss the following: Collective bargaining under 5 ILCS 120/2(c)2.
- 11. Adjourn

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

 To View the Meeting via Computer or Smartphone - Type in: Zoom.us into any internet browser. Select: JOIN A MEETING from menu at top right of page. Meeting I.D.: 980 4907 6232
 Meeting Password: 830183. Enter an email address (required), or

 To Listen to the Meeting via Phone - Dial: (312) 626-6799
 Enter above "Meeting I.D. and Meeting Password" followed by "#" sign

VILLAGE OF HOMEWOOD BOARD OF TRUSTEES MEETING TUESDAY, JULY 11, 2023 VILLAGE HALL BOARD ROOM

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

<u>PLEDGE OF ALLEGIANCE</u>: President Hofeld led trustees in the Pledge of Allegiance.

<u>ROLL CALL</u>: Clerk Marilyn Thomas called the roll. Those present were Village President Richard Hofeld, Trustee Lisa Purcell, Julie Willis, Trustee Anne Colton, Trustee Vivian Harris-Jones, Trustee Jay Heiferman and Trustee Lauren Roman.

President Hofeld introduced staff present: Village Manager Napoleon Haney, Village Attorney Chris Cummings, Assistant Village Manager Tyler Hall, Public Works Director John Schaefer, and Police Chief Denise McGrath.

<u>MINUTES</u>: The minutes of the meeting of June 27, 2023, were presented. There were no comments or corrections.

A motion was made by Trustee Purcell and seconded by Trustee Harris-Jones to approve the minutes as presented.

<u>Roll Call:</u> AYES—Trustees Purcell, Colton, Harris-Jones, Heiferman, and Roman. NAYS -None. ABSTAINED-Trustee Willis. Motion carried.

<u>CLAIMS LIST</u>: The Claims List in the amount of \$898,294.74 was presented. There were no questions from the Trustees.

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

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

President Hofeld said four items totaled 81 percent of the Claims List: \$307,156.05 payment to Chicago Heights for Lake Michigan water; \$258,448.15 for employee insurance for July; \$89,653.51 for ECOM; \$73,550 for fire department turnout gear.

<u>HEAR FROM AUDIENCE</u>: Village Clerk Thomas said she had received a written comment from resident Kris Condon regarding the use of fireworks on July 4th and the police response. Police Chief McGrath will address Condon's concerns in a private conversation.

<u>OATH OF OFFICE:</u> Clerk Thomas administered the oath of office to David Nelson, a new police officer. Prior to joining the Homewood Police Department, Officer Nelson was employed as a fulltime police officer in Hazel Crest and Crete. As a certified police officer, he immediately began the Homewood field training program. <u>Omnibus Vote:</u> Consider a motion to pass, approve, authorize, accept, or award the following items:

- A. Agreement/Lobbying Services/Maren Ronan, Ltd.: Authorize the Village President to enter into an agreement between Maren Ronan, Ltd. (MR Ltd.) of Western Springs, IL and the Village of Homewood for lobbying services from July 1, 2023 to June 30, 2025 in the amount of \$3,000 per month.
- B. Bid Award/Leaf Pickup Services/Homewood Disposal, Inc.: Award the bid for Contract Leaf Pickup Services to Homewood Disposal, Inc., the sole bidder, of Homewood, IL in the amount of \$28,779 for leaf pickup on November 1st, 15th, and 29th, of 2023.
- C. Budget Amendment/Emergency Repair to Central Water Tank/Ray's Welding Co, Inc.: Waive competitive bidding due to emergency repair work; approve a budget amendment for \$28,400; and, approve the payment of \$28,400 to Ray's Welding Co, Inc. of Benton Harbor, MI for completing emergency repairs on the central water tank.
- D. Budget Amendment/Emergency Purchase/Ford F250 Pickup Truck: Approve a budget amendment allocating \$72,000.26 of American Rescue Plan Act (ARPA) funds to purchase a 2022 Ford F250 pickup truck; waive competitive bidding as an emergency purchase due to limited vehicle availability; and, approve the purchase of a 2022 Ford F250 pickup truck vehicle from D'Orazio Ford of Wilmington, IL for \$53,109.26, with \$18,891 for additional vehicle equipment for a total of \$72,000.26.
- E. Budget Amendment/Emergency Purchase/Ford Police Utility Vehicle: Approve a budget amendment allocating \$51,011.26 of American Rescue Plan Act (ARPA) funds for the purchase of a 2023 Ford Police Utility vehicle; waive competitive bidding for an emergency purchase due to limited vehicle availability; and, approve the purchase of a 2023 Ford Police Utility vehicle from D'Orazio Ford for \$44,301.26, and \$6,710 for additional equipment.
- F. M-2257/Donation of Surplus Property/Bicycles: Pass an ordinance authorizing the donation of nine bicycles as abandoned, lost, or stolen property recovered by the Homewood Police Department to Restoration Ministries, Inc., of Harvey, IL.
- G. M-2258/Sale of Surplus Property/Chairs and Desk: Pass an ordinance authorizing the sale of surplus property consisting of 20 chairs and one desk to South Suburban Major Crimes Task Force for the price of one dollar.
- H. R-3150/Joint Task Force Agreement/South Suburban Emergency Response Team: Pass a resolution authorizing the Village President to enter into a Joint Task Force Agreement.

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

Trustee Roman asked if, in the future, it is possible for the bicycles to be given to Homewood residents rather than donated to a charity outside of the village. Attorney Cummings said he would check on whether that can be an option.

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

<u>GENERAL BOARD DISCUSSION</u>: Trustee Colton suggested the board's agenda be amended to allow for greater discussion of issues that do not necessarily require immediate board action. She pointed to the future of businesses, especially along Halsted Street, as online purchasing increases. She believes issues such as that deserve discussion.

Trustee Heiferman said he appreciates the idea, but the board should meet for a workshop on the issue and other topics.

President Hofeld said he would be willing to schedule a Committee of the Whole meeting to review and discuss the village's economic development efforts.

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

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

The meeting adjourned at 7:18 p.m.

Respectfully submitted,

Marilyn Thomas

Village Clerk

From: Kris Condon
Date: July 11, 2023 at 02:23:52 CDT
To: <u>mthomas@homewoodil.gov</u>
Subject: For public comment at 7/11 Village Board meeting; confirmation receipt requested

Dear Clerk Thomas:

I respectfully request the following public comment be shared with President Hofeld and members of the Board of Trustees. Please confirm receipt.

With appreciation, Kris Condon

Dr. Kristine M. (Kris) Condon Homewood, IL 60430

July 11, 2023

To President Hofeld and Members of the Village of Homewood Board of Trustees:

Let me preface my public comment this evening with apologies for a schedule conflict that precludes me from making my remarks in person. Let me also share that I have resided in the village for 35 years, have long been engaged in community and volunteer activities, and have always felt the best choice I could make was to create a home in the home my grandparents built 71 years ago. In all of that time, I have never, ever been fearful for my personal safety or for the security of that home.

Until Tuesday, July 4, 2023, that is.

Between the complete Wild West atmosphere of bottle rockets, Roman candles, and other fireworks being openly lit in the middle of Evergreen Road and Homewood Avenue and the virtually nonexistent response to three nonemergency contacts to local law enforcement, I am seriously considering leaving this village for the first time.

I note Trustee Heiferman's comments in the June 27, 2023, "GENRAL [sic] BOARD DISCUSSION: Trustee Heiferman asked residents to be cautious and considerate when using fireworks to celebrate the 4th of July. He reminded residents that they are illegal in Illinois, and fireworks can do harm to pets and persons sensitive to the sounds." Now, the reality is that while fireworks are indeed illegal in Illinois, no village has the law enforcement power to stop every household from discharging them, regardless of our Police Department's admonitions on social media. And my three contacts to HPD's nonemergency number were not the ravings of a cranky lady who thought someone had littered a gum wrapper in her yard. For a period of almost four hours on the evening of July 4, I witnessed:

1. Bottle rockets openly discharged by a group of five teenagers and one parent at the intersection of Evergreen Road and Homewood Avenue. On several occasions, these fireworks were stacked in an orange, five-gallon Home Depot bucket, with debris scattering almost one-half block north

on Homewood Avenue onto my front porch. Additional debris was found below my windowsills—windows I had installed two weeks prior. On one occasion, the female parent (who lives across the street from me) set off a series of bottle rockets **on the village parkway** intersecting Evergreen Road and Homewood Avenue, ostensibly to keep the debris from damaging her two Mercedes parked on Evergreen with no overnight parking stickers;

- 2. Bottle rockets openly discharged in the middle of Homewood Avenue between Evergreen Road and 183rd Street by one family. These fireworks were set off between transformer power lines that run east to west through the alley between Homewood and Highland Avenues. In this situation, these fireworks were discharged in the direction of my neighbors immediately to the north, who have just had a wooden deck installed, and in the direction of my garage, again so their vehicles were not damaged. Fortunately, their freestanding basketball hoop, which is positioned on the right-of-way sidewalk in direct violation of village ordinance, also did not have to be moved and sustained no damage;
- 3. Property damage to my garage to the tune of \$200, which occurred when one neighbor's bottle rockets made contact with my garage exterior light fixture, created an arc flash, and then shorted the dusk/dawn light sensor. This wooden frame garage housed two vehicles, both with fully-fueled gas tanks. My electrician (who, incidentally, is licensed to do business in the Village of Homewood so that we can alleviate any concern you may have about his credentials) advised me that I had "dodged a bullet" by this minimal \$200 repair job, as there was enough damage to the wiring that could have triggered a garage fire—or worse.

As for my three contacts to nonemergency law enforcement, I make room for the fact that I may not have seen all that transpired, primarily because I was afraid to venture outside and did not think it appropriate to take matters into my own hands. However, my understanding is that no action occurred after the first call. After my second call, it appeared that a squad car traveled north on Homewood Avenue to Evergreen Road, blew the horn at the offenders, and then turned east onto Evergreen Road without stopping. During my third call, I received among the most condescending encounters of constituent service when I recapped my two prior calls and was told to "take a breath." I did witness a squad car travel westbound on Evergreen Road, directly over the bottle rockets and other debris dumped in the middle of the road. Respectfully, dismantling that situation two calls prior could have assured the dispatcher that I was indeed able to breathe appropriately and would likely have saved me \$200. This interaction with law enforcement was particularly disappointing as a 40-year veteran of the legal system, where working with all three branches of government was my job. Just as I was expected then to provide more to government constituents with whom I came into contact, I expected more from three legitimate requests for help on July 4.

Now, because I don't wish to come to the table with a problem and then not proffer a solution, I again acknowledge our local law enforcement doesn't have the resources or the manpower to police every situation. However, the personal injuries and property damage in Illinois from uncontrolled fireworks discharged, where enforcement was minimal to nonexistent and where residents assumed there would be no consequences for their actions, was entirely too well-documented in the media. Therefore, I would like to respectfully suggest the following preemptive measures before another holiday weekend:

- 1. First, this Board needs to adopt an ordinance that specifically addresses the use of fireworks on **public roadways and parkways**. Surely such an ordinance can be drafted without conflict with existing or proposed Illinois law.
- Next, it's insufficient to simply adopt an ordinance; law enforcement needs to, well, *enforce it.* I'm not sure law enforcement is fully aware of how admonitions on social media were ignored and, yes, mocked with the "logic" that there would be no consequences anyway.
- 3. As to your anticipated response that no funding exists for enforcement, there are many public safety grants that can be used for community policing, public education, deterrence, and equipment (such as drones) that can be used to address non-emergency enforcement and evidence-gathering. The money is there, and the training exists.
- 4. As to consequences, it would seem that an ordinance violation would result in an appearance before a village ordinance court with appropriate financial penalties.

I came to this village for the quality of life and for the people who live here. My family and I pride ourselves on the condition of our property (which was a 2022 Beautification Award winner) and the relationships we have cultivated with most of our neighbors. But I have never, ever felt heard less or dismissed more than I was on July 4, both by the flagrant disregard from neighbors and the complete lack of enforcement I witnessed. I'd be grateful for someone to address my concerns—but I'm not optimistic. Things seem to have changed in our community—starting with our municipal buildings. The best I can say is that a response from one of you, or lack thereof, will likely inform whether I stay or whether I go. I hope you will help me decide to stay.

Thank you for listening to my concerns.

Respectfully, Kristine M. Condon

Dr. Kristine M. (Kris) Condon Homewood, IL 60430

Report dates: 7/25/2023			
Name	Description	DEPARTMENT	Net Invoice Amount
911 TECH INC	COPFTO SOFTWARE ANNUAL FEE	POLICE DEPARTMENT	2,400.00
Total 911 TECH INC:			2,400.00
AIRGAS USA LLC	VEHICLE MAINT DEPT	PUBLIC WORKS	110.70
Total AIRGAS USA LLC:			110.70
ALTORFER INDUSTRIES INC	EMERGENCY GENERATOR REPAIR	PUBLIC WORKS	1,843.75
Total ALTORFER INDUSTRIE	S INC:		1,843.75
	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	60.98
AMAZON CAPITAL SERVICES IN AMAZON CAPITAL SERVICES IN	BEAUTIFICATION CERTIFICATES	PUBLIC WORKS PUBLIC WORKS	59.95 275.00
Total AMAZON CAPITAL SER	RVICES INC:		395.93
AMERICAN LAWN LLC	BCTC LAWN CUTS	FIRE DEPARTMENT	200.00
AMERICAN LAWN LLC	COMMERCIAL CUTS	FIRE DEPARTMENT	322.50
AMERICAN LAWN LLC	GRASS CUTTING	FIRE DEPARTMENT	260.40
AMERICAN LAWN LLC	COMMERCIAL CUTS	FIRE DEPARTMENT	327.00
AMERICAN LAWN LLC	GRASS CUTTING	FIRE DEPARTMENT	264.56
AMERICAN LAWN LLC	SHOPPING CARTS	FIRE DEPARTMENT	250.00
AMERICAN LAWN LLC	SHOPPING CARTS	FIRE DEPARTMENT	225.00
AMERICAN LAWN LLC	COMMERCIAL CUTS	FIRE DEPARTMENT	134.00
Total AMERICAN LAWN LLC:			1,983.46
	FARMERS MARKET ENTERTAINMENT	MANAGER'S OFFICE	100.00
ANDREW MORENO ANDREW MORENO	FARMERS MARKET ENTERTAINMENT FARMERS MARKET ENTERTAINMENT	MANAGER'S OFFICE MANAGER'S OFFICE	200.00 100.00
Total ANDREW MORENO:			400.00
ASCAP	MUSIC LICENSE	MANAGER'S OFFICE	432.50
Total ASCAP:			432.50
AVALON PETROLEUM COMPAN	FUEL INVENTORY DIESEL	ASSETS	2,610.40
AVALON PETROLEUM COMPAN		ASSETS	2,008.30
			8.991.60
AVALON PETROLEUM COMPAN		ASSETS	- /
AVALON PETROLEUM COMPAN		ASSETS	11,737.98
Total AVALON PETROLEUM			25,348.28
BARBARA SCHEFFLER	CREDIT BALANCE REFUND	PUBLIC WORKS	77.80
Total BARBARA SCHEFFLER	<u>R</u> :		77.80
BARTELSON MICHAEL	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	445.18
Total BARTELSON MICHAEL	<u>:</u>		445.18
BLACK DIRT INC	BLACK DIRT	PUBLIC WORKS	250.00

Name	Description	DEPARTMENT	Net Invoice Amount
Total BLACK DIRT INC:			250.00
BLUESTONE ENVIRONMEN	ASBESTOS REMOVAL 18524 MORRIS	FIRE DEPARTMENT	8,900.00
Total BLUESTONE ENVIRO	NMEN:		8,900.00
BRITES TRANSPORATION LTD	SPOIL HAUL OUT	PUBLIC WORKS	8,820.00
Total BRITES TRANSPORA	TION LTD:		8,820.00
C & T LAWN AND LANDSCAPE	RAVISLOE FENCE TRIMMING	PUBLIC WORKS	4,984.00
Total C & T LAWN AND LAN	IDSCAPE:		4,984.00
CHEVROLET OF HOMEWOOD	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	79.81
Total CHEVROLET OF HOM	IEWOOD:		79.81
CHICAGO BACKFLOW INC CHICAGO BACKFLOW INC CHICAGO BACKFLOW INC CHICAGO BACKFLOW INC	BACKFLOW TESTING - PW BACKFLOW TESTING - PW BACKFLOW TESTING - PW BACKFLOW TESTING - PW	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	899.80 449.90 1,349.70 224.95
Total CHICAGO BACKFLOV	V INC:		2,924.35
CIVIC SYSTEMS LLC CIVIC SYSTEMS LLC	CIVIC SYSTEMS - SEMI-ANNUAL SUPPORT CIVIC SYSTEMS - SEMI-ANNUAL SUPPORT	MANAGER'S OFFICE PUBLIC WORKS	5,845.00 5,845.00
Total CIVIC SYSTEMS LLC:			11,690.00
COMCAST BUSINESS CORP	PRI TELEPHONE SERVICE	MANAGER'S OFFICE	433.05
Total COMCAST BUSINESS	CORP:		433.05
CONWAY SHIELD CONWAY SHIELD	QUARTERMASTER UNIFORM - FD QUARTERMASTER UNIFORM - FD	FIRE DEPARTMENT FIRE DEPARTMENT	81.50 220.73
Total CONWAY SHIELD:			302.23
COOK COUNTY CLERK	RECORDING FEES - VA	MANAGER'S OFFICE	910.00
Total COOK COUNTY CLEF	RK:		910.00
CORE & MAIN LP CORE & MAIN LP CORE & MAIN LP CORE & MAIN LP	METER TESTING B-BOXES WATER MAIN FOR STOCK WATER MAIN PARTS	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	2,893.00 1,014.58 2,461.60 1,786.68
Total CORE & MAIN LP:			8,155.86
CORE INTEGRATED MARKETIN	BANNER FOR FM SPONSORSHIP	MANAGER'S OFFICE	120.00
Total CORE INTEGRATED	MARKETING:		120.00
COSTELLO WHOLESALE FLOO	FLOORING	PUBLIC WORKS	32.98

Name	Description	DEPARTMENT	Net Invoice Amount
Total COSTELLO WHOLESA	LE FLOOR CO:		32.98
CURRIE MOTORS (PARTS)	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	269.62
CURRIE MOTORS (PARTS)	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	5.16
CURRIE MOTORS (PARTS)	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	412.13
CURRIE MOTORS (PARTS)	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	1,084.59
CURRIE MOTORS (PARTS)	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	260.60
CURRIE MOTORS (PARTS)	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	33.27
Total CURRIE MOTORS (PA	RTS):		2,065.37
D CONSTRUCTION INC	ASPHALT	PUBLIC WORKS	361.46
D CONSTRUCTION INC	ASPHALT	PUBLIC WORKS	558.62
D CONSTRUCTION INC	ASPHALT	PUBLIC WORKS	1,080.65
D CONSTRUCTION INC	ASPHALT	PUBLIC WORKS	390.60
D CONSTRUCTION INC	ASPHALT	PUBLIC WORKS	199.02
Total D CONSTRUCTION IN	С:		2,590.35
DANA ROBINSON	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	133.60
Total DANA ROBINSON:			133.60
DANIEL SCHULZE	UCC UPDATE	POLICE DEPARTMENT	449.00
Total DANIEL SCHULZE:			449.00
DMC SECURITY SERVICES INC	ALARM MONITORING	PUBLIC WORKS	260.00
DMC SECURITY SERVICES INC	ALARM MONITORING	PUBLIC WORKS	66.00
DMC SECURITY SERVICES INC	ALARM MONITORING	PUBLIC WORKS	132.00
Total DMC SECURITY SERV	VICES INC:		458.00
DOLPHUS LEE CHANEY	FARMERS MARKET ENTERTAINMENT	MANAGER'S OFFICE	75.00
DOLPHUS LEE CHANEY	FARMERS MARKET ENTERTAINMENT	MANAGER'S OFFICE	75.00
Total DOLPHUS LEE CHANE	EY:		150.00
EBELS ACE HARDWARE	KEYS	PUBLIC WORKS	57.55
EBELS ACE HARDWARE	TRUCK SUPPLIES	PUBLIC WORKS	20.14
Total EBELS ACE HARDWA	RE:		77.69
EIGHNERS FLORIST	FLOWERS FOR LACHAPELLE	FIRE DEPARTMENT	94.95
Total EIGHNERS FLORIST:			94.95
EJ WELCH COMPANY	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	98.29
Total EJ WELCH COMPANY:			98.29
ELMER & SON LOCKSMITHS IN	PADLOCKS AND KEYS	PUBLIC WORKS	140.80
Total ELMER & SON LOCKS	MITHS INC:		140.80
ENVIRONMENTAL CONSULTING	ASBESTOS CLEARING 18524 MORRIS	FIRE DEPARTMENT	450.00

Name	Description	DEPARTMENT	Net Invoice Amoun
Total ENVIRONMENTAL CO	NSULTING GROUP INC:		450.00
EXPERT CHEMICAL EXPERT CHEMICAL	TRUCK SUPPLIES OPERATING SUPPLIES - FD	PUBLIC WORKS FIRE DEPARTMENT	178.5 266.0
Total EXPERT CHEMICAL:			444.5
EXPRESS GREEN TREE & LAN	BACKYARD DIG RESTORATION	PUBLIC WORKS	3,400.00
Total EXPRESS GREEN TRE	EE & LANDSCAPE:		3,400.00
FEDERAL EXPRESS	EXPRESS POSTAGE FEES	MANAGER'S OFFICE	42.7
FEDERAL EXPRESS	EXPRESS POSTAGE FEES	MANAGER'S OFFICE	92.3
EDERAL EXPRESS	EXPRESS POSTAGE FEES	MANAGER'S OFFICE	97.2
Total FEDERAL EXPRESS:			232.3
FIRE SERVICE INC	MAINTENANCE AGREEMENT	FIRE DEPARTMENT	2,250.0
Total FIRE SERVICE INC:			2,250.0
FIRST MIDWEST BANK/FINANC	LUNCHEON	MANAGER'S OFFICE	63.3
Total FIRST MIDWEST BANK	K/FINANCE:		63.3
FIRST MIDWEST BANK/FIRE	HYDRANT HYSTERIA CAP FOR WINNER	FIRE DEPARTMENT	21.9
FIRST MIDWEST BANK/FIRE	FRAME FOR J WRIGHT LETTER-PICTURE	FIRE DEPARTMENT	195.0
FIRST MIDWEST BANK/FIRE	WATCHROOM LED SCREEN	FIRE DEPARTMENT	79.9
FIRST MIDWEST BANK/FIRE	PARAMEDIC APPLICATION FEE	FIRE DEPARTMENT	160.0
FIRST MIDWEST BANK/FIRE	KYLE ADAMS - VEHICLE AND MACHINERY OPS	FIRE DEPARTMENT	59.0
FIRST MIDWEST BANK/FIRE	DEJONG - FT TRAINING	FIRE DEPARTMENT	400.3
FIRST MIDWEST BANK/FIRE	CHIEFS CAR MAGNETS	FIRE DEPARTMENT	121.9
Total FIRST MIDWEST BAN	K/FIRE:		1,038.2
FIRST MIDWEST BANK/MGRS	ASSISTANT DIRECTOR ECD RECRUITMENT	MANAGER'S OFFICE	300.0
FIRST MIDWEST BANK/MGRS	ASSISTANT DIRECTOR ECD RECRUITMENT	MANAGER'S OFFICE	100.0
FIRST MIDWEST BANK/MGRS	GIVE AWAYS FOR EVENTS -SUNGLASSES	MANAGER'S OFFICE	720.1
FIRST MIDWEST BANK/MGRS	HAND TRUCK FOR EVENT SETUP	MANAGER'S OFFICE	42.9
FIRST MIDWEST BANK/MGRS	APPLE MUSIC	MANAGER'S OFFICE	10.9
FIRST MIDWEST BANK/MGRS	BUSINESS MEETING LUNCH	MANAGER'S OFFICE	90.8
FIRST MIDWEST BANK/MGRS	LUNCHEON CIVIC ENGAGEMENT	MANAGER'S OFFICE	107.5
FIRST MIDWEST BANK/MGRS	COMCAST CONSOLIDATED BILL	MANAGER'S OFFICE MANAGER'S OFFICE	51.1 23.7
FIRST MIDWEST BANK/MGRS	CONSTANT CONTACT SERVICE	MANAGER'S OFFICE	81.0
FIRST MIDWEST BANK/MGRS	FOURTH OF JULY ENTERAINMENT	MANAGER'S OFFICE	3,765.0
FIRST MIDWEST BANK/MGRS	BREAKFAST MEETING	MANAGER'S OFFICE	212.2
FIRST MIDWEST BANK/MGRS	SUBSCRIPTION	MANAGER'S OFFICE	79.0
FIRST MIDWEST BANK/MGRS	RETIREMENT GIFT	MANAGER'S OFFICE	60.0
FIRST MIDWEST BANK/MGRS	ILCMA MEMBERSHIP - AVM	MANAGER'S OFFICE	250.5
FIRST MIDWEST BANK/MGRS	ASSISTANT DIRECTOR ECD RECRUITMENT	MANAGER'S OFFICE	35.0
FIRST MIDWEST BANK/MGRS	RECRUITMENT - ASST DIR OF PW	MANAGER'S OFFICE	35.0
FIRST MIDWEST BANK/MGRS	MICROSOFT SHAREPOINTPLAN LICENSE RENEWAL	MANAGER'S OFFICE	102.3
FIRST MIDWEST BANK/MGRS	NOMINATION FOR APA AWARD	MANAGER'S OFFICE	75.0
FIRST MIDWEST BANK/MGRS	CHALK THE WALK COTTONCANDY	MANAGER'S OFFICE	750.0
FIRST MIDWEST BANK/MGRS	TENT-CHAIR-TABLE RENTAL ARTISAN FAIR	MANAGER'S OFFICE	1,842.7

			Invoice Amount
FIRST MIDWEST BANK/MGRS FIRST MIDWEST BANK/MGRS	FLOWERS/DECOR -ARTISAN FAIR ZOOM MONTHLY FEE	MANAGER'S OFFICE MANAGER'S OFFICE	809.86 40.00
Total FIRST MIDWEST BAN	IK/MGRS:		9,585.11
FIRST MIDWEST BANK/PUBLIC	PETTIGREW RETIREMENT COFFEE	PUBLIC WORKS	26.99
FIRST MIDWEST BANK/PUBLIC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	119.82
FIRST MIDWEST BANK/PUBLIC	BEAUTIFICATION AWARDS PAPERS	PUBLIC WORKS	393.19
FIRST MIDWEST BANK/PUBLIC	TRAINING	PUBLIC WORKS	175.00
Total FIRST MIDWEST BAN	IK/PUBLIC WORKS:		715.00
FLEET SAFETY SUPPLY	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	116.25
Total FLEET SAFETY SUPF	PLY:		116.25
FORD OF HOMEWOOD	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	54.63
FORD OF HOMEWOOD	VEHICLE MAINT - FD	FIRE DEPARTMENT	84.96
Total FORD OF HOMEWOO)D:		139.59
GALLAGHER MATERIALS	ASPHALT	PUBLIC WORKS	836.97
GALLAGHER MATERIALS	ASPHALT	PUBLIC WORKS	517.50
Total GALLAGHER MATER	IALS:		1,354.47
GBJ SALES LLC	SHOP SUPPLIES	PUBLIC WORKS	219.70
GBJ SALES LLC	GLOVES	PUBLIC WORKS	386.55
Total GBJ SALES LLC:			606.25
GERALD IMPORTS INC	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	80.42
Total GERALD IMPORTS IN	IC:		80.42
GORDON FLESCH CO INC	MONTHLY PRINTING FEES - ALL	MANAGER'S OFFICE	944.23
GORDON FLESCH CO INC	MONTHLY PRINTER MAINTENANCE	MANAGER'S OFFICE	13.13
GORDON FLESCH CO INC	MONTHLY PRINTING MAINTENANCE - ALL	MANAGER'S OFFICE	88.00
GORDON FLESCH CO INC	MONTHLY PRINTING FEES ALL COPY MACHINES	MANAGER'S OFFICE	679.57
Total GORDON FLESCH CO	O INC:		1,724.93
GUADALUPE MACIAS III	NATIONAL NIGHT OUT ENTERTAINMENT	MANAGER'S OFFICE	1,675.00
Total GUADALUPE MACIAS	S III:		1,675.00
GW BERKHEIMER CO INC	HVAC REPAIRS - PW	PUBLIC WORKS	29.52
GW BERKHEIMER CO INC	FILTERS	PUBLIC WORKS	447.70
GW BERKHEIMER CO INC	FILTERS	PUBLIC WORKS	577.51
Total GW BERKHEIMER CO	D INC:		1,054.73
HAWKINS INC	CHLORINE TANK RENTAL	PUBLIC WORKS	90.00
HAWKINS INC	CHLORINE TANK RENTAL	PUBLIC WORKS	90.00
HAWKINS INC	CHLORINE TANK RENTAL	PUBLIC WORKS	90.00

Name	Description	DEPARTMENT	Net Invoice Amount
Total HAWKINS INC:			270.00
HELSEL JEPPERSON ELECT	RI ELECTRICAL SUPPLIES	PUBLIC WORKS	30.27
Total HELSEL JEPPERSC	DN ELECTRICAL:		30.27
HINCKLEY SPRINGS	WATER	PUBLIC WORKS	39.95
Total HINCKLEY SPRING	S:		39.95
HISKES, DILLNER, O'DONNEL	L CONTRACT/CONSULTING SERVICE	MANAGER'S OFFICE	2,043.50
Total HISKES, DILLNER,	O'DONNELL:		2,043.50
HOME CLEANING CENTER OF	BCTC MONTHLY CLEANING	FIRE DEPARTMENT	300.00
Total HOME CLEANING C	CENTER OF AM:		300.00
HOMEWOOD DISPOSAL HOMEWOOD DISPOSAL HOMEWOOD DISPOSAL HOMEWOOD DISPOSAL HOMEWOOD DISPOSAL	DUMP CHARGES STREET SWEEPING STREET SWEEPING STREET SWEEPING STREET SWEEPING	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	159.00 383.25 1,046.25 177.75 406.50
Total HOMEWOOD DISPO	OSAL:		2,172.75
HY TEST SAFETY SHOE SER	VI WORK BOOTS	PUBLIC WORKS	235.98
Total HY TEST SAFETY S	SHOE SERVICE:		235.98
LASSN COP	APPLICANT TESTING MATERIALS	MANAGER'S OFFICE	446.00
Total IL ASSN COP:			446.00
ILCMA	RECRUITMENT - ASST PW DIRECTOR	MANAGER'S OFFICE	50.00
Total ILCMA:			50.00
ILLINOIS PUBLIC SAFETY AG	EN MINIBULLET	POLICE DEPARTMENT	66.00
Total ILLINOIS PUBLIC S	AFETY AGENCY NETWORK:		66.00
INTERSTATE BATTERY	WATER DEPT REPAIR PARTS	PUBLIC WORKS	130.95
Total INTERSTATE BATTE	ERY:		130.95
IWM CORPORATION INC	GEOTHERMAL TESTING	PUBLIC WORKS	1,000.00
Total IWM CORPORATIO	N INC:		1,000.00
J & G TOOL SALES INC	VEHICLE MAINTENANCE TOOL	PUBLIC WORKS	199.47
Total J & G TOOL SALES	INC:		199.47
JC LICHT LLC JC LICHT LLC	PAINT BUILDING MAINT SUPPLIES	PUBLIC WORKS PUBLIC WORKS	141.00 57.52

Name	Description	DEPARTMENT	Net Invoice Amount
Total JC LICHT LLC:			198.52
JOHN S MATULA	FARMERS MARKET ENTERTAINMENT	MANAGER'S OFFICE	150.00
Total JOHN S MATULA:			150.00
JONES PARTS & SERVICE INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	30.11
Total JONES PARTS & SER	/ICE INC:		30.11
JUSTIN MICHAEL PRZYBYCIEN JUSTIN MICHAEL PRZYBYCIEN	FARMERS MARKET ENTERTAINMENT FARMERS MARKET ENTERTAINMENT	MANAGER'S OFFICE MANAGER'S OFFICE	100.00 200.00
Total JUSTIN MICHAEL PRZ	YBYCIEN:		300.00
KORELLIS ROOFING INC	SCIENCE CENTER ROOF PROJECT	PUBLIC WORKS	82,565.00
Total KORELLIS ROOFING I	NC:		82,565.00
LANER MUCHIN LTD	RETAINER/LABOR RELATIONS	MANAGER'S OFFICE	27,430.39
Total LANER MUCHIN LTD:			27,430.39
LEAKS DENNIS	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	162.48
Total LEAKS DENNIS:			162.48
LexisNexis RISK DATA MANAGE	BACKGROUND CHECKS	POLICE DEPARTMENT	200.00
Total LexisNexis RISK DATA	MANAGEMENT:		200.00
LOGSDON CONSULTATION	MONTHLY SUBSCRIPTION	FIRE DEPARTMENT	350.00
Total LOGSDON CONSULTA	TION:		350.00
LOTT #1 INC	PRISONER MEALS	POLICE DEPARTMENT	73.72
Total LOTT #1 INC:			73.72
LOUISE PAVALON	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	1,046.40
Total LOUISE PAVALON:			1,046.40
MCCANN INDUSTRIES INC MCCANN INDUSTRIES INC MCCANN INDUSTRIES INC	PUBLIC WORKS EQUIPMENT PUBLIC WORKS DEPT EQUIPMENT STREET DEPT REPAIR PARTS	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	2,916.00 2,815.77 987.00
Total MCCANN INDUSTRIES	SINC:		6,718.77
MCMASTER CARR SUPPLY	L&M DEPT REPAIR PARTS	PUBLIC WORKS	485.22
Total MCMASTER CARR SU	PPLY:		485.22
MEADE ELECTRIC CO INC	TRAFFIC SIGNAL MAINTANENCE	PUBLIC WORKS	1,601.46

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Name	Description	DEPARTMENT	Net Invoice Amount
Total MEADE ELECTRIC CC	INC:		1,601.46
MENARDS INC	SHOP SUPPLIES	PUBLIC WORKS	107.44
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	25.38
MENARDS INC	GLOVES	PUBLIC WORKS	52.07
MENARDS INC	STREET MAINTENANCE SUPPLIES	PUBLIC WORKS	59.92
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	734.28
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	45.97
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	22.96
MENARDS INC	UTILITY SUPPLIES	PUBLIC WORKS	66.75
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	19.97
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	32.35
MENARDS INC	FLAG	PUBLIC WORKS	119.94
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	234.88
MENARDS INC	SIGN RACKS	PUBLIC WORKS	309.93
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	52.35
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	79.92
MENARDS INC MENARDS INC	WOOD BITS SIGN SHOP BINS	PUBLIC WORKS PUBLIC WORKS	23.48 41.94
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	34.99
MENARDS INC	OPERATING SUPPLIES - FD	FIRE DEPARTMENT	65.18
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	83.41
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	20.06
MENARDS INC	BRITA FILTER	PUBLIC WORKS	73.98
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	2.87
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	40.39
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	34.76
MENARDS INC	ELECTRICAL REPAIRS BCTC	PUBLIC WORKS	288.49
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	25.54
MENARDS INC	SIGN SHOP SUPPLIES	PUBLIC WORKS	201.72
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	23.81
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	40.10
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	56.45
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	29.19
MENARDS INC	WATER PLANT SUPPLIES	PUBLIC WORKS	44.97
MENARDS INC	OPERATING SUPPLIES - FD	FIRE DEPARTMENT	66.89
Total MENARDS INC:			3,162.33
METROPOLITAN INDUSTRIES I	METROCLOUD DATA SERVICE	PUBLIC WORKS	250.00
METROPOLITAN INDUSTRIES I	METROCLOUD DATA SERVICE	PUBLIC WORKS	250.00
Total METROPOLITAN INDU	STRIES INC:		500.00
MICHAEL NICKOLAOU	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	167.21
Total MICHAEL NICKOLAOU	t:		167.21
MONARCH AUTO SUPPLY	VEHICLE MAINT OPERATING SUPPLIES	PUBLIC WORKS	1,160.28
MONARCH AUTO SUPPLY	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	65.78
MONARCH AUTO SUPPLY	PARTS RETURN PW	PUBLIC WORKS	66.71-
MONARCH AUTO SUPPLY	STREET DEPT REPAIR PARTS	PUBLIC WORKS	16.36
MONARCH AUTO SUPPLY	WATER DEPT REPAIR PARTS WATER DEPT REPAIR PARTS	PUBLIC WORKS	11.98 84.98
MONARCH AUTO SUPPLY MONARCH AUTO SUPPLY	WATER DEPT REPAIR PARTS WATER DEPT REPAIR PARTS	PUBLIC WORKS PUBLIC WORKS	23.08

Net Invoice Amount	DEPARTMENT	Description	Name
11.18	PUBLIC WORKS	L&M REPAIR PARTS	MONARCH AUTO SUPPLY
120.45	PUBLIC WORKS	VEHICLE MAINT OPERATING SUPPLIES	MONARCH AUTO SUPPLY
28.34-	PUBLIC WORKS	PARTS RETURN PW	MONARCH AUTO SUPPLY
48.48	PUBLIC WORKS	POLICE DEPT REPAIR PARTS	MONARCH AUTO SUPPLY
1,549.52		PLY:	Total MONARCH AUTO SUPF
689.85	FIRE DEPARTMENT	REPLACEMENT CABLE ASSEMBLY	MOTOROLA SOLUTIONS INC
689.85		IS INC:	Total MOTOROLA SOLUTION
304.15	POLICE DEPARTMENT	MCSI COLLECTION FEES MOVE	MUNICIPAL COLLECTION SERVI
2,586.38	POLICE DEPARTMENT	MCSI COLLECTION FEES P/C TICKETS	MUNICIPAL COLLECTION SERVI
2,890.53		DN SERVICES:	Total MUNICIPAL COLLECTIO
1,200.00	POLICE DEPARTMENT	MOS/MOVE/ABC MONTHLY FEE	MUNICIPAL SYSTEMS LLC
150.00	POLICE DEPARTMENT	MOS/MOVE/ABC MONTHLY FEE	MUNICIPAL SYSTEMS LLC
1,350.00		LC:	Total MUNICIPAL SYSTEMS L
86.35	POLICE DEPARTMENT	QUARTERMASTER-UNIFORMS-PD	NATHAN BRUNI
172.50	POLICE DEPARTMENT	QUARTERMASTER-UNIFORMS-PD	NATHAN BRUNI
258.85			Total NATHAN BRUNI:
12.50	POLICE DEPARTMENT	QUARTERMASTER-UNIFORMS-PD	NIX NAX
12.50	POLICE DEPARTMENT	QUARTERMASTER-UNIFORMS-PD	NIX NAX
37.50	POLICE DEPARTMENT	QUARTERMASTER-UNIFORMS-PD	NIX NAX
62.50			Total NIX NAX:
200.00	PUBLIC WORKS	EXTERIOR REPAIRS - PW	OVERDOORS OF ILLINOIS INC
200.00		OIS INC:	Total OVERDOORS OF ILLIN
74.36	POLICE DEPARTMENT	SHREDDING	PROSHRED SECURITY
74.36			Total PROSHRED SECURITY
44,301.26	PUBLIC WORKS	VEHICLE REPLACEMENT POLICE DEPT	RA D'ORAZIO FORD INC
53,109.26	PUBLIC WORKS	VEHICLE REPLACEMENT PUBLIC WORKS	RA D'ORAZIO FORD INC
97,410.52		C:	Total RA D'ORAZIO FORD INC
28,400.00	PUBLIC WORKS	WELD CENTRAL WATER TANK	RAY'S WELDING CO. INC
28,400.00		IC:	Total RAY'S WELDING CO. IN
237.99	PUBLIC WORKS	WORK BOOTS	RED WING BUSINESS ADVANT
256.98	PUBLIC WORKS	WORK BOOTS	RED WING BUSINESS ADVANT
241.98	PUBLIC WORKS	WORK BOOTS	RED WING BUSINESS ADVANT
203.99	PUBLIC WORKS	WORK BOOTS	RED WING BUSINESS ADVANT
940.94		ADVANTAGE:	Total RED WING BUSINESS A
125.00	PUBLIC WORKS	VEHICLE SAFETY INSPECTION - PW	RELIANCE SAFETY LANE & SE
		ADVANTAGE:	Total RED WING BUSINESS A

Name	Description	DEPARTMENT	Net Invoice Amount
Total RELIANCE SAFETY LA	ANE & SERVICE:		125.00
RICHARD A SEWELL	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	599.99
Total RICHARD A SEWELL:			599.99
ROBERT UTTER	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	947.20
Total ROBERT UTTER:			947.20
ROD BAKER FORD SALES INC	CONTRACTUAL SERVICE - PW	PUBLIC WORKS	205.15
Total ROD BAKER FORD SA	ALES INC:		205.15
RUSSO POWER EQUIPMENT	EXTRA BATTERY	PUBLIC WORKS	214.62
Total RUSSO POWER EQUI	PMENT:		214.62
RYAN LLC RYAN LLC RYAN LLC	DOWNTOWN TOD PROJECT ANALYSIS DOWNTOWN TOD PROJECT ANALYSIS PARKING LOT STUDY	EXPENSES EXPENSES MANAGER'S OFFICE	217.50 250.00 156.25
Total RYAN LLC:			623.75
SAMUEL LEE	WATER DEPOSIT REFUND	ASSETS	66.51
Total SAMUEL LEE:			66.51
SEBIS - POSTAGE	SEBIS POSTAGE	PUBLIC WORKS	2,836.06
Total SEBIS - POSTAGE:			2,836.06
SEBIS DIRECT INC	SEBIS DIRECT	PUBLIC WORKS	697.18
Total SEBIS DIRECT INC:			697.18
SERVICE SANITATION INC	PORTABLE SANITATION - FM	MANAGER'S OFFICE	246.15
Total SERVICE SANITATION	I INC:		246.15
SHEPLEY MOTOR EXPRESS SHEPLEY MOTOR EXPRESS	STONE STONE	PUBLIC WORKS PUBLIC WORKS	3,214.37 768.41
Total SHEPLEY MOTOR EXI	PRESS:		3,982.78
SHERWIN WILLIAMS SHERWIN WILLIAMS SHERWIN WILLIAMS	PAINT PAINT PAINT	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	82.65 93.22 304.96
Total SHERWIN WILLIAMS:			480.83
SHOREWOOD HOME AND AUT	2" TRASH PUMP	PUBLIC WORKS	1,516.98
Total SHOREWOOD HOME	AND AUTO INC:		1,516.98
SKYE ENTERTAINMENT GROUP	FALL FEST ENTERTAINMENT	MANAGER'S OFFICE	2,000.00

Name	Description	DEPARTMENT	Net Invoice Amount
Total SKYE ENTERTAINMEN	T GROUP LTD:		2,000.00
SOUTH SUBURBAN PADS	JUNE PADS CONTRIBUTION	ASSETS	263.00
Total SOUTH SUBURBAN PA	NDS:		263.00
STANARD & ASSOCIATES INC	POLICE APPLICANT PSYCHOLOGICAL EXAM	MANAGER'S OFFICE	450.00
Total STANARD & ASSOCIAT	'ES INC:		450.00
STEVE PLOUM	FARMERS MARKET ENTERTAINMENT	MANAGER'S OFFICE	100.00
Total STEVE PLOUM:			100.00
SUBURBAN LABORATORIES IN	WATER SAMPLES	PUBLIC WORKS	485.00
Total SUBURBAN LABORAT	ORIES INC:		485.00
TALLGRASS SYSTEMS LTD	WETLAND RESTORATION PROJECT	PUBLIC WORKS	3,500.00
Total TALLGRASS SYSTEMS	S LTD:		3,500.00
FERMINAL SUPPLY COMPANY	VEHICLE MAINT DEPT EQUIPMENT	PUBLIC WORKS	3,414.50
Total TERMINAL SUPPLY CC	DMPANY:		3,414.50
THE STUTTLEY GROUP LLC	ADMINISTRATIVE HEARING OFFICER	MANAGER'S OFFICE	525.00
Total THE STUTTLEY GROU	P LLC:		525.00
THIRD DISTRICT FIRE CHIEFS	QUARTERLY MABAS DUES	FIRE DEPARTMENT	1,818.00
Total THIRD DISTRICT FIRE	CHIEFS ASSN:		1,818.00
THORN CREEK BASIN SAN DIS THORN CREEK BASIN SAN DIS	TCBSD REVENUE PAYOUT LATE PMT PENALTIES CHARGED TO CUSTOMERS	ASSETS ASSETS	92,543.38 1,548.95
Total THORN CREEK BASIN	SAN DISTRICT:		94,092.33
TPI BUILDING CODE CONSULT	PLAN REVIEWS FOR JUNE 2023	FIRE DEPARTMENT	4,329.84
Total TPI BUILDING CODE C	ONSULTANTS:		4,329.84
TREASURER STATE OF ILLINOI	TRAFFIC SIGNAL MAINTENANCE	PUBLIC WORKS	3,087.45
Total TREASURER STATE O	F ILLINOIS:		3,087.45
TRONC	LEGAL NOTICES	MANAGER'S OFFICE	402.00
Total TRONC:			402.00
TRUGREEN TRUGREEN TRUGREEN TRUGREEN TRUGREEN	EVERGREEN ISLAND 18355 WEED CONTROL 1221 WEED CONTROL CRESCENT TRNRD WEEDS INDEPENDENCE PRK WEEDS	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	39.41 160.00 160.00 55.38 39.41

Name	Description	DEPARTMENT	Net Invoice Amount
IRUGREEN	SOUTH VIADUCT WEEDS	PUBLIC WORKS	53.25
RUGREEN	MERCHANTS BASIN WEEDS	PUBLIC WORKS	121.41
RUGREEN	17900 DIXIE HWY	PUBLIC WORKS	85.00
Total TRUGREEN:			713.86
JSA BLUEBOOK	SAFETY LANYARDS	PUBLIC WORKS	176.95
JSA BLUEBOOK	CONE BAR	PUBLIC WORKS	236.24
JSA BLUEBOOK	LIFT STATION TRANSDUCERS	PUBLIC WORKS	1,435.10
JSA BLUEBOOK	WATER SAMPLE SUPPLIES	PUBLIC WORKS	52.11
JSA BLUEBOOK	PH TEST MACHINES	PUBLIC WORKS	5,835.88
JSA BLUEBOOK	PH PROBE	PUBLIC WORKS	421.55
Total USA BLUEBOOK:			8,157.83
JTERMARK & SONS QUALITY L	GRASS CUTTING	FIRE DEPARTMENT	1,271.80
JTERMARK & SONS QUALITY L	GRASS CUTTING	FIRE DEPARTMENT	130.20
JTERMARK & SONS QUALITY L	GRASS CUTTING	FIRE DEPARTMENT	463.00
JTERMARK & SONS QUALITY L	GRASS CUTTING	FIRE DEPARTMENT	280.20
Total UTERMARK & SONS Q	UALITY LAWNCARE CO:		2,145.20
/ERIZON WIRELESS	MOBILE PHONE SERVICE-ALL DEPTS	MANAGER'S OFFICE	577.57
Total VERIZON WIRELESS:			577.57
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	MANAGER'S OFFICE	248.69
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES - FD	FIRE DEPARTMENT	146.54
WAREHOUSE DIRECT OFFICE	RETURNED ITEM	MANAGER'S OFFICE	41.08
Total WAREHOUSE DIRECT	OFFICE PDTS:		354.15
WEST SIDE TRACTOR SALES	STREET DEPT REPAIR PARTS	PUBLIC WORKS	136.41
Total WEST SIDE TRACTOR	SALES:		136.41
WILLIAMS ASSOCIATES ARCHI	175TH STREET ENGINEERING	PUBLIC WORKS	9,445.67
WILLIAMS ASSOCIATES ARCHI	175TH STREET ENGINEERING	PUBLIC WORKS	1,434.07
Total WILLIAMS ASSOCIATE	S ARCHITECTS LTD:		10,879.74
NORKING WELL NORKING WELL	CDL RANDOM DRUG SCREENS CDL RANDOM DRUG SCREENS	PUBLIC WORKS PUBLIC WORKS	135.00 393.00
Total WORKING WELL:			528.00
VS DARLEY & CO	RUBBER BOOTS	PUBLIC WORKS	437.08
Total WS DARLEY & CO:			437.08
ZEP MANUFACTURING CO	SOAP REFILLS	PUBLIC WORKS	413.75
Total ZEP MANUFACTURING	3 CO:		413.75
Grand Totals:			529,534.64

VILLAGE OF HOMEWOOD	Payment Approval Report - Claims List Report dates: 7/25/2023		Page: 13	
Name	Description	DEPARTMENT	Net Invoice Amount	
Dated:				
Village Clerk:				

Resolution No. <u>R-3151</u>

WHEREAS,	Jim Wright served on the Village of Homewood Fire Department as a cadet from 1975-1977, was promoted to a paid on-call member in 1977 and ultimately retired as a 2 nd Lieutenant in 1997; and
WHEREAS,	Jim Wright was elected as Trustee for the Village of Homewood in April 1997 and served proudly through April 2001; and
WHEREAS,	Jim Wright was actively involved with the Homewood Historical Society since 1983 serving several terms as president and authoring the books <i>Homewood</i> and <i>Homewood Through the Years</i> ; and
WHEREAS,	As liaison to the Homewood Heritage Committee, Jim Wright promoted the heritage of the Village through his efforts to bring recognition to the historical significance of Dixie Highway and initiated the Village's first Sister City relationship with Homewood, Alabama; and
WHEREAS,	Jim Wright, after sixty-three years of life, transitioned to eternity on March 10, 2023; and
WHEREAS,	Jim Wright adored the Homewood fire service nearly as much as he loved his Homewood community and desired to leave his treasured Fire Chief car to the Village of Homewood; and
WHEREAS,	Jim Wright gifted the Village of Homewood his beloved 1954 Ford Fire Chief Car to be displayed at the Homewood Fire Department and to be driven in the Homewood 4 th of July parade for many years to come;
WHEREAS,	Jim Wright will be remembered for his wisdom, his unyielding faith, his commitment to the well-being of Homewood, and his commitment to community service and servanthood.

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

JAMES R. WRIGHT

a lifelong Homewood resident, longtime historian, and dedicated community member is honored and commended for the generous donation of one of his most prized possessions of a 1954 Ford Fire Chief car to the Village of Homewood.

This Resolution passed this 25th day of July, 2023.

ATTEST:

Village President

Village Clerk

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



BOARD AGENDA MEMORANDUM

DATE OF MEETING: July 25, 2023

To: Village President and Board of Trustees

From: Napoleon Haney, Village Manager

Topic: E-COM and SouthCOM - Consolidation Intergovernmental Agreement (IGA)

PURPOSE

As you may know, the E-COM 911 Dispatch Board of Directors have been exploring the option of consolidating the 911 dispatch operations of SouthCOM and E-COM. It has been determined that there are significant benefits to be realized, and effectively no drawbacks. Both 911 center boards have voted unanimously to move forward.

BACKGROUND

Homewood is a member of E-COM (emergency communication). E-COM is a nine (9) community, intergovernmental agency that provides 911-emergency, and non-emergency police and fire dispatching services for nine communities. E-COM is more commonly referred to as a PSAP or Public Safety Answering Point that serves a population of approximately 108,000 individuals within these nine communities. Since January 2023, the E-COM and SouthCOM Boards have consistently met to discuss the conceivable outcomes of a recent 911 Dispatch Consolidation Study. It appears the consolidation of E-COM and SouthCOM has various operational advantages; in addition, the State of Illinois is actively encouraging consolidations of governmental services. On January 19, 2023, both Board of Directors (E-COM and SouthCOM) reached a mutual decision to make application for the (FY24) 911 Systems Consolidation Grant Program introduced by the Illinois State Police Office of the Statewide 911 Administrator. This \$5M grant to consolidate the two agencies would provide the start-up funding required to initiate the merger of E-COM and SouthCOM dispatch agencies under one roof and one umbrella.

PROCESS

It is important to note that dispatching services to our community will not be negatively impacted through this consolidation; rather, enhanced. Among the benefits are economies of scale, as we will be distributing the ongoing operational costs among 13 municipalities, rather than the current nine E-COM communities. Technology changes are occurring at an increasingly rapid pace, and consolidation makes it possible for participating communities to offer their residents and businesses the best technology available. The State of Illinois has been pressing for further consolidations, and this move puts us ahead of future mandates. Securing



grant funds along the way is much more likely if we are a larger consolidated center, which is expected to save our municipality a lot of money in the long run.

In addition, to facilitate this consolidation, the state is making special consolidation grants available. E-Com and SouthCOM applied for one of these grants, and earlier this month the collaborative received an official award notification of \$2.9M. This is only a portion of the amount we estimate will be required to complete the consolidation. E-COM and SouthCOM plan to seek additional state and federal grants as well. These efforts, along with both call centers' (E-COM and SouthCOM) capital funds, will make consolidation possible without requiring any additional funds from any of the participating communities.

There are lots of details that need to be worked out as we move forward, but we are confident they are all quite manageable. Both agencies have done this work before, moving from single agencies to a combined center, and we are fortunate to have several managers and chiefs who were a part of those consolidation processes - either 18 years ago, or more recently when communities joined E-COM. All employees of both 911 centers will be needed at the new consolidated center. No layoffs or downsizing are contemplated.

E-COM Communities	Population*	SouthCOM Communities	Population*
Village of South Holland	21,465	Village of Park Forest	21,632
Village of Homewood	19,463	Village of Matteson	19,073
City of Country Club Hills	16,775	Village of Richton Park	12,775
Village of Hazel Crest	13,382	Village of Olympia Fields	4,718
Village of Riverdale	10,663		
Village of Flossmoor	9,704		
Village of Glenwood	8,662		
Village of Thornton	2,386		
Village of East Hazel Crest	1,297		
	103,797		58,198

For reference: The participating communities are listed below.

New Proposed Facility

E-COM has outgrown its current facility and established a subcommittee to evaluate a number of sites to host a new E-COM facility. The subcommittee also included space for SouthCOM as part of the pending consolidation. The E-COM *new facility subcommittee* narrowed the evaluation down to a site in each of the communities of Hazel Crest, Homewood, and South Holland. Homewood proposed the 1221 175th Street Building as a possible site. The Homewood site was determined to be too large and expansive for the new consolidated facility. With the pending consolidation now being discussed jointly with both E-COM and SouthCOM board of directors, another new facility committee may be established to evaluate



sites in one of the SouthCOM communities. The Village of Matteson, during a recent combined meeting, expressed their desire to "host" the new consolidated facility.

OUTCOME

To facilitate the consolidation, the State of Illinois requires that each of the 13 municipalities adopt the enclosed IGA (Intergovernmental Agreement), which states that each municipality is assenting to moving the consolidation forward.

FINANCIAL IMPACT

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

LEGAL REVIEW

Completed

RECOMMENDED BOARD ACTION

Pass a resolution authorizing the Village President to enter into an Intergovernmental Cooperation Agreement to merge the E-COM and SouthCOM public safety joint emergency telephone systems.

ATTACHMENT(S)

Agreement

RESOLUTION NO. <u>R-3152</u>

A RESOLUTION APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT TO MERGE THE E-COM AND SOUTHCOM PUBLIC SAFETY JOINT EMERGENCY TELEPHONE SYSTEMS

WHEREAS, the Village of Homewood participates in a joint emergency telephone system known as E-Com with eight other nearby municipalities; and

WHEREAS, joint emergency telephone systems such as E-Com allow local communities to pool their resources to access current technology and better serve area residents; and

WHEREAS, the State of Illinois has advocated for consolidation of joint emergency telephone systems and has provided funding to meet this goal; and

WHEREAS, the boards of E-Com and Southcom, another joint emergency telephone system, voted unanimously to consolidate their operations, subject to approval by their member municipalities; and

WHEREAS, the Board of Trustees of the Village of Homewood finds it to be in the Village's best interest to enter into the Intergovernmental cooperation agreement attached to this resolution as Exhibit A.

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

- 1. The Recitals set forth above are adopted and incorporated herein.
- 2. The Village President and Village Clerk are authorized to execute the Intergovernmental Cooperation Agreement.

This resolution approved this 25th day of July, 2023.

Village President

ATTEST:

Village Clerk

AYES: _____ ABSTENTIONS: _____ ABSENCES: _____

Exhibit A E-Com - Southcom Intergovernmental Cooperation Agreement

E-COM and SOUTHCOM PUBLIC SAFETY COMMUNICATIONS JOINT EMERGENCY TELEPHONE SYSTEM INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS AGREEMENT, entered into on the effective date specified hereafter, by and between the local governments signatory hereto and also those which may hereafter become signatory:

WITNESSETH:

WHEREAS, the signatories have determined that the implementation of an Enhanced 9-1-1 Emergency Telephone System would provide a significant public safety enhancement to the citizens of each of the participating municipalities; and

WHEREAS, the signatories have determined that a Joint Emergency Telephone System would be beneficial on an individual and mutual basis to the residents and agencies served by E-COM and SOUTHCOM; and

WHEREAS, Chapter 50, Act 750, Section 15.4 et seq. of the Illinois Compiled Statutes permits the formation of a Joint Emergency Telephone System Board to oversee the implementation and operation of an Enhanced 9-1-1 Emergency Telephone System; and

WHEREAS, Chapter 5, Act 220, Section 3 of the <u>I</u>llinois Compiled Statutes provides for the joint exercise by two or more local governments of any power, privilege, function or authority; and

WHEREAS, the E-COM E-9-1-1 Emergency Telephone System and the SOUTHCOM E9-1-1 Emergency Telephone System Boards were created by intergovernmental cooperation agreement and under the authority of the Emergency Telephone System Act in 2005 and 2000 respectively; and

WHEREAS, the signatories have individually established an Enhanced 9-1-1 Emergency Telephone System, centralized communications and 9-1-1 system, and are currently operating the same; and

WHEREAS, both the E-COM Emergency Telephone System Board and the SOUTHCOM Emergency Telephone System Board desire to cooperate and form a Joint Emergency Telephone System Board; and

WHEREAS, Public Act 99-0006 has encouraged consolidation of Emergency Telephone System Boards and 9-1-1 systems to advance public safety and to encourage the best use of government funds.

NOW THEREFORE BE IT AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

- <u>Venture Established</u>. Pursuant to the joint powers authorization of 50 ILCS 750/15.4, the Emergency Telephone System Act, and 5 ILCS 220/3, the Intergovernmental Cooperation Act, the undersigned hereby join together in a cooperative venture for the joint and mutual operation of an Enhanced 9-1-1 Emergency Telephone System, to be known as ECOM/SOUTHCOM Joint E9-1-1 Emergency Telephone System consisting of all units of local governments which may hereafter become signatory.
- Joint Emergency Telephone System Board. There is hereby established a Joint Emergency Telephone System Board (hereinafter referred to as the "Board") consisting of two (2) representatives from each member unit of local government.

One of the representatives must be any elected or appointed public official of the member unit of government or his/her designee which designee shall be either an elected Trustee or the Administrator/Manager of the member unit of government.

One of the representatives must be a public safety representative of the 9-1-1 public safety agency of the member unit of government including, but not limited to, police departments, fire departments, emergency medical service providers and emergency services and disaster agencies.

Each member unit of local government shall appoint by resolution its representatives to the ECOM/SOUTHCOM Joint Emergency Telephone System Board. A certified copy of this resolution shall be forwarded to the Secretary of the ECOM/SOUTHCOM Joint Board and shall act as the credentials for those representatives to conduct ECOM/SOUTHCOM business on behalf of the specific member unit of local government. Representatives shall serve until replaced by resolution of the appointing member unit of government, or their qualifying relationship ends.

The participating members shall also select, on an annual basis, a resident of a member community to serve as the citizen representative. The method of selection for the citizen member shall be set out in the bylaws.

- 3. <u>VOTING</u>. Each member shall be allowed voting authority as determined by the bylaws.
- 4. <u>BYLAWS</u>. The ECOM/SOUTHCOM Joint E9-1-1 Emergency Telephone System shall be subject to and shall be governed by certain bylaws which shall be adopted by the Joint Emergency Telephone System Board together

with any amendments which may be made in the manner and means provided.

- <u>PARTICIPATION</u>. Each participating member unit of local government in the ECOM/SOUTHCOM Joint Emergency Telephone System, and each unit of local government which may hereafter become a participant, is a member and is entitled to the rights and privileges and is subject to the obligations of membership, all as may be provide in the bylaws.
- 6. <u>TERMINATION</u>. Any party to this Agreement may cease to be a party hereto and may withdraw from participation in the manner and means set forth in the bylaws.
- <u>POWERS OF THE BOARD</u>. The powers and duties of the Joint Emergency Telephone System Board created by this Agreement shall include, but not be limited to the following:
 - A. Planning an Enhanced 9-1-1 and Next Generation 9-1-1 emergency telephone system.
 - B. Coordinating and supervising the implementation, upgrading, maintenance and operation of the system including the establishment of equipment specifications and coding systems.
 - C. Receiving monies from the surcharge imposed under Section 15.3 of the Emergency Telephone System Act, and from any other source, for deposit into the Emergency Telephone System Fund.
 - D. Authorizing all disbursements from the fund.
 - E. Hiring, discipline and termination of an Executive Director whenever in its judgement the best interests would be served thereby.
 - F. Making and entering into contracts with consultants, auditors and attorneys.
 - G. Acquiring, holding and disposing of property.
 - H. The purchase of equipment or of public works pursuant to the public bidding provisions of the Illinois Municipal Code including any future amendments to said statute. Public notice and competitive bids shall not be required for any contract which any one party to the Agreement could by law enter into without public notice and competitive bid.
 - I. Incurring debts, liabilities or obligations necessary for the accomplishment of its purposes.

- J. Operating a centralized communication center.
- K. Purchase or lease of facilities for the services to be provided under this Agreement.
- L. Approval and funding of annual budget and capital equipment fund for the implementation and operating of the system by a two-thirds vote.
- M. Approval of a five-year projection of capital equipment needs and costs of the system by two-thirds vote.
- N. To determine and approve all the contributions due from all the units of government.
- O. To contract for the purchase of insurance, employee benefits and otherwise undertake all actions necessary or incidental to the purposes of this Agreement or the powers set forth herein which are not otherwise prohibited by this Agreement.

8. INDEMNIFICATION

The ECOM/SOUTHCOM Joint Emergency Telephone System Board shall indemnify, defend, and hold harmless the member entities, along with their agents and employees, from all claims, causes of action, suits, damages, liabilities, costs, liens, fines, penalties, interest, expenses, or demands including without limitation, reasonable attorney fees and litigation costs incurred by the individual entities in connection with the defense of any action, suit or proceeding in which they are made a party by reason of any action including an omission to act where legally required to do so by ECOM/SOUTHCOM, its officers, agents or employees, in connection with the operation of the dispatch center, unless and except to the extent said claim, cause of action suit, damages, liabilities, costs, liens, fine, penalties, interest, expenses, or demands are the result of actions or omissions by one or more member entities or their officers, agents or employees. Nothing in this section shall prevent any member municipality from exercising any provisions of the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/2-102 et seq.

- <u>FUNDING.</u> The ECOM/SOUTHCOM Joint Emergency Telephone System Board shall adopt an annual budget and capital equipment replacement schedule for the operation of the emergency telephone system and the joint dispatch center. The funding formula and allocation of costs shall be set out in the bylaws.
- 10.<u>AMENDMENT</u>. This Agreement may not be amended, except by written agreement and resolution of all the then current parties thereto.

E-COM & SouthCom Public Safety Communications Joint Emergency Telephone System Intergovernmental Cooperation Agreement

- 11. <u>DURATION</u>. This Agreement shall continue in effect until rescinded by unanimous consent of the current parties or until terminated in the manner provided in the bylaws.
- 12. <u>ENFORCEMENT</u>. Each member shall have the right to enforce this Agreement against any other member. If suit is necessary, a defaulting member shall pay reasonable attorney's fees as adjudicated by the Court.
- 13. <u>REPLACEMENT</u>. This Agreement, when effective, shall replace in entirety the prior E-COM Intergovernmental Combined Dispatch and Communications System Agreement and SOUTHCOM By-Laws of the Southern Combined Dispatch and Communication System.
- 14. <u>EFFECTIVE DATE</u>. This Agreement shall become effective when adopted by the individual corporate authorities of the members of E-COM and SOUTHCOM

IN WITNESS THEREOF, the undersigned units of local government have set their signatures on the dates set forth below. This document may be signed in duplicate originals.

Village of Country Club Hills

By: _____

ATTEST:

Date: _____

Village of East Hazel Crest

By: _____

ATTEST:

Date: _____

Village of Flossmoor

Ву: _____

ATTEST:

Date: _____

Village of Glenwood

Ву:_____

ATTEST:

Date: _____

Village of Hazel Crest

By: _____

ATTEST:

Date: _____

Village of Homewood

Ву: _____

ATTEST:

Date: _____

Village of Matteson

By: _____

ATTEST:

Date: _____

E-COM & SouthCom Public Safety Communications Joint Emergency Telephone System Intergovernmental Cooperation Agreement

Village of Olympia Fields

By: _____

ATTEST:

Date: _____

Village of Park Forest

By: _____

ATTEST:

Date: _____

Village of Richton Park

By: _____

ATTEST:

Date: _____

Village of Riverdale

Ву:_____

ATTEST:

Date: _____

E-COM & SouthCom Public Safety Communications Joint Emergency Telephone System Intergovernmental Cooperation Agreement

Village of South Holland

Ву: _____

ATTEST:

Village of Thornton

Ву: _____

ATTEST:

Date: _____



BOARD AGENDA MEMORANDUM

DATE OF MEETING: July 25, 2023

To: Village President and Board of Trustees

From: Napoleon Haney, Village Manager

Topic: Laner Muchin Ltd. – General Retainer Renewal - Agreement for Labor Related Work

PURPOSE

The Village contracts with the law firm of Laner Muchin Ltd. of Chicago, IL to provide legal services to the Village in the areas of labor relations, employment law, and employee benefits. The current agreement expired on April 30, 2023. Staff has been in discussion with Laner Muchin and both parties believe that the proposed agreement meets the need of the Village. The retainer cost for the new two-year agreement did not change from previous years. There is an increase of \$25/hour for partner and senior counsel work that is not included in the retainer portion of the agreement.

PROCESS

Staff is extremely satisfied with the services provided by Laner Muchin. The firm has done an excellent job representing the Village in numerous contract negotiations, interest and grievance arbitration, unfair labor practice complaints, and lawsuits.

The retainer covers the following legal counsel services:

- General legal council
- Collective bargaining, strategy, and representation at negotiations
- Drafting and revision of employee handbooks, policies, and other personnel forms and documents
- Union correspondence drafting and review
- Advise on changes to labor laws
- Contract interpretation
- Grievance administration and strategy
- Employment terminations, including strategy and severance agreements
- Employee benefit plans including drafting and review of benefit plans and policies
- Management/supervisory training, including anti-harassment and discrimination, diversity, conducting investigations, discipline administration, hiring and recruitment, compliance with FMLA and other employment benefits and laws



Section 7-B of the former two-year agreement read accordingly: Other legal services rendered, which are not covered in the fee for general retainer services to be provided by the Firm under this Agreement will be billed at the then-current hourly rate of the attorney handling the matter. We will bill partners/senior counsel at the rate of **\$275.00** per hour and associates at the rate of \$190.00 per hour. The new agreement reads: We will bill partners/senior counsel at the rate of \$190.00 per hour.

OUTCOME

Laner Muchin has been instrumental in assisting the Village in resolving numerous labor union and general labor legal matters. Staff recommends the Village Board approve a two-year (May 1, 2023 – April 30, 2025) General Retainer Agreement with Laner Muchin Ltd. of Chicago, IL for labor law legal services.

FINANCIAL IMPACT

- Funding Source: General Fund
- Budgeted Amount: \$40,000
- Cost: \$40,000

LEGAL REVIEW

Not Required

RECOMMENDED BOARD ACTION

Authorize the Village President to enter into a two-year full service fee agreement for labor law legal services with Laner Muchin Ltd. of Chicago, IL.

ATTACHMENT(S)

Agreement



Full-Service Fee Agreement For General Retainer and Other Legal Services

1. <u>Parties:</u>

The parties to this Agreement are Laner Muchin, Ltd. ("the Firm") and the Village of Homewood ("Employer").

2. <u>Term:</u>

Effective May 1, 2023 through April 30, 2025.

This Agreement shall continue for a minimum of two (2) years (through April 30, 2025) and thereafter each year the Employer may terminate the Agreement at any time prior to the effective date or at least thirty (30) days prior to anniversary date of the Agreement.

3. <u>Acknowledgement:</u>

The parties expressly acknowledge that this is an Agreement which covers both General Retainer Services and other legal services, but only covers those non-Retainer matters which the Employer has specifically assigned to the Firm and which the Firm has agreed to handle. To avoid any misunderstandings, this Agreement does not include the representation of any other person or entity, other than the Employer.

4. <u>Employees Covered:</u>

The employees who are covered under this Agreement are all employees of the Employer.

5. <u>General Retainer Services To Be Provided by This Firm:</u>

The Firm agrees to be available throughout the term of this Agreement to provide the following General Retainer Services, as requested by the Employer:

To prepare for and negotiate with the Unions concerning the collective bargaining agreements for the Fire Department, Police Department, Public Works Department and the clerical unit represented by AFSCME. To be available to the Employer for consultation and meetings regarding interpretation of the collective bargaining agreements, disputes and grievances under the collective bargaining agreements, and for Labor-Management meetings. To represent the Employer in the final step of the collective bargaining procedures towards the resolution of disputes.



- Page 2
- A. If requested, to advise and consult with the Employer periodically regarding the wages and benefits paid to the covered employees, and to make recommendations regarding the planning and communication of changes.
- B. To conduct a program of supervisory training covering such subjects as giving instructions and orders, handling employees questions and complaints, using progressive discipline, sexual harassment, and reducing the risk of discrimination claims.
- C. To review and revise employee handbooks, work rules, employment application forms, employee complaints procedures, and other personnel instruments with respect to the covered employees.
- D. To review and revise Employer communications (letters, speeches, postings, etc.) with the covered employees.
- E. Except as set forth below, to be generally available to the Employer for advice and consultation regarding labor laws applicable to the covered employees and regulations of government agencies involved in labor relations and employment law, such as the Illinois State Labor Relations Board, EEOC, the Illinois Department of Human Rights, the Wage and Hour Division of the U.S. Department of Labor, etc.
- 6. <u>Other Legal Services Not Covered in the General Retainer Services To Be Provided by</u> <u>This Firm:</u>
 - A. Preparation for, position statements, meetings, mediation and litigation in arbitration or alternative dispute resolution proceedings or before courts or administrative agencies, such as the ILRB, EEOC, OSHA, Wage Hour Divisions, etc.;
 - B. Matters involving employee benefit plans covered by ERISA, such as the drafting of plans or amendments to plans; and any other substantial matters or extraordinary projects, as opposed to routine counseling;
 - C. Workers' Compensation and Unemployment Compensation matters;
 - D. Immigration Projects; and
 - E. Drafting Affirmative Action Plans.
- 7. <u>Consideration To Be Paid by Employer to This Firm:</u>
 - A. Full Service General Retainer Fee: \$44,000 per year (*i.e.*, \$3,666.67 per month).

The Workplace Intelligence Firm^{s™}

MUCHIN

Page 3

LANER

Given the uncertainty over the level of services that may be provided under this Retainer Agreement, if the value of the services provided under this Retainer Agreement (determined by the then-usual hourly rate) were to exceed \$50,600 per year, the Employer would also pay the amount in excess of the \$44,000 per year. A similar provision in the Employer's favor applies if services are not fully utilized (a credit would be applied of the value of services is below \$37,400 per year).

The "credited" amount would be used for (1) any charges in excess of \$44,000 a year which become payable in a future period, or (2) any other services you may request of us which are not covered by this or any other retainer. If such credits remain unused when this Agreement is terminated, this Firm will refund to the Employer the credited amount.

- B. Other legal services rendered, which are not covered in the fee for general retainer services to be provided by the Firm under this Agreement will be billed at the then-current hourly rate of the attorney handling the matter. We will bill partners/senior counsel at the rate of \$300.00 per hour and associates at the rate of \$190.00 per hour.
- C. The Employer will also pay to the Firm out-of-pocket disbursements incurred by this Firm on behalf of the Employer, such as long-distance telephone charges, photocopying, facsimile, transportation expenses, messenger and express delivery services, computerized legal research costs, court costs, depositions, and transcript costs, etc.

8. <u>Statements:</u>

Fee and expense statements are rendered monthly and are payable within 21 days after they are rendered. The Firm will provide monthly hours records detailing whether the work is covered inside or outside the Retainer Agreement.

AGREED BY:

LANER MUCHIN, LTD.	VILLAGE OF HOMEWOOD		
By:	By:		
Jill P. O'Brien			
	PRINT NAME		
Date:	Its:		



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Date:

cc: Andrew S. Goldberg Edgar Palencia



BOARD AGENDA MEMORANDUM

DATE OF MEETING: July 25, 2023

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Tyler Hall, Assistant Village Manager

Topic: Extension of Downtown Outdoor Speakers

PURPOSE

Approve the purchase of equipment related to the extension of downtown outdoor speakers project. Major equipment purchases include (1) one directional antenna and (10) ten weatherized 5" speakers. A budget amendment is required to allocate American Rescue Plan Act (ARPA) funds to cover the cost of this purchase.

PROCESS

This ARPA project was proposed by elected officials and would be implemented by both IT and Public Works. The additional speakers would be purchased by IT and installed by Public Works on pedestrian poles along Ridge Road from Dixie Highway to the Post office, and on Dixie Highway from Chestnut Road to Olive Road.

There are currently 16 radio relay units with attached speakers spread throughout the downtown area of Homewood. The radios receive their source signal from an omnidirectional antenna located at Village Hall that is repeated at the corner of Martin Avenue and Ridge Road for radios that are out of line of sight. These radios communicate on a 900mghz radio network that is coordinated with the software StreetSounds for scheduling and playing music through the radio network. The music is provided by Custom Channels which provides mixed playlists and the required licensing. This configuration allows for one source to be played over the radio network at a time, although there is the ability to also use a mobile station as a public address system .

Recent developments in the downtown area, such as the Hartford building, have changed the topography of the radio network. This, coupled with more devices operating on the 900mghz frequency, has caused interference and disruption with some of the relay units. There has also been demand for a larger coverage of the speakers down Ridge Road towards the post office and down Dixie Highway towards Olive Road, but there are limitations with the current radio antenna and available channels needed to make this expansion possible.



There are two phases involved with overcoming these challenges. The first is upgrading the omnidirectional antenna at Village Hall to a directional antenna and relocating it from the roof of Village Hall to the Auditorium to provide better line of sight down Dixie Highway while still hitting the relay at the corner of Martin Avenue and Ridge Road. The second would be upgrading the radio relay located at the corner of Martin Avenue and Ridge Road to repeat the signal cleanly down Ridge Road. This will greatly boost signal strength for both the current configuration as well as allow for the additional relays and speakers in the requested areas.

We will be using the same vendor, AirNetix of Smyrna, Georgia, who provides and maintains the existing downtown outdoor speaker system.

OUTCOME

Extension of the music coverage in the downtown area would positively impact people walking along the streets either shopping, attending events, or dining in the downtown.

FINANCIAL IMPACT

- Funding Source: ARPA Funding
- Budgeted Amount: \$0
- ARPA Allocation: \$30,000
- Cost: \$30,000 (\$22,905 for equipment & \$7,095 for unforeseen installation costs)

LEGAL REVIEW

Not Required

RECOMMENDED BOARD ACTION

Approve a budget amendment allocating \$30,000 of ARPA funds for the downtown outdoor speaker project; waive competitive bidding due to a sole source provider; and, approve the purchase of equipment from AirNetix of Smyrna, GA in an amount not to exceed \$22,905 and \$7,095 for unforeseen installation costs related to the downtown outdoor speaker project.

ATTACHMENT(S)

- Quote for (10) ten outdoor speakers
- Quote for (1) one directional antenna and related equipment



2218 Edgartown Lane SE Smyrna, GA 30080 678-677-4961 mikeh@airnetix.com

Date	Quote #
6/2/2023	AB-1994

Bill To	
Village of Homewood IL Rich Wachowski 2020 Chestnut Road Homewood, IL 60430	

Village of Homewood IL Public Works 17755 S Ashland Ave Homewood, IL 60430

		Project	Payment Terms	F.	О.В.
			50% on order, 50% on ship	Fa	ctory
QTY	Item Code	Des	cription	Price Each	Total
			uipment required to upgrade tter coverage from the Fixed		
1	KIT-STS-200-FMST	indoor or outdoor use. Incl transceiver (outdoor unit) a breakout box (indoor unit). 5.5db whip antenna, weat	and STS-200-IDU-DCX , AC/DC power adapter, one her protection cap for CAT5e ated CAT5e shielded cable	1,800.00	1,800.00
1	KIT-ANT-SINGLEYAGI-9DB	Single 9db Yagi directiona Yagi antenna, interconnec adapter. Mount accomoda This is for the Fixed Maste	t RF cable, connector tes up to 2" pole.	130.00	130.00
1	KIT-ANT-DUALYAGI-9DB-REPEATER	Dual directional 9db Yagi antenna upgrade kit for use at a repeater location. This is confiugred with one upstream antenna, and one downstream antenna. Kit includes two L-COM 9db Yagi antennas (HG909YE-NF), 2 NF2NM adapters, two pole mounts for 4" - 6" poles, and 4 hose clamps. For repeater at Dixie and Ridge.		300.00	300.00
1	KIT-ANT-DUALYAGI-9DB-MASTER		antenna upgrade kit for use note speaker location. Yagi antennas (adapters, and two-way 2021).	350.00	350.00

Total

Approved:_



2218 Edgartown Lane SE Smyrna, GA 30080 678-677-4961 mikeh@airnetix.com

Date	Quote #
6/2/2023	AB-1994

Bill To	
Village of Homewood IL Rich Wachowski 2020 Chestnut Road Homewood, IL 60430	

Village of Homewood IL Public Works 17755 S Ashland Ave Homewood, IL 60430

		Project	Payment Terms	F.().В.
			50% on order, 50% on ship	Fac	ctory
QTY	Item Code	D	escription	Price Each	Total
1	Shipping Charges	UPS Ground Shipping C	Charges.	25.00	25.00
AirNetix Terms and Conditions apply. Quote valid for 30days after issued. Approved:			Total	\$2,605.00	



2218 Edgartown Lane SE Smyrna, GA 30080 678-677-4961 mikeh@airnetix.com

Date	Quote #
6/2/2023	AB-1995

Bill To	
Village of Homewood IL Rich Wachowski 2020 Chestnut Road Homewood, IL 60430	

Ship To

Village of Homewood IL Public Works 17755 S Ashland Ave Homewood, IL 60430

		Project Payment Terms		F.O.B.	
		50% on order, 50% on ship		Fa	ctory
QTY	Item Code	Description		Price Each	Total
10	STS-270-205J-KIT	StreetSounds STS-270-205J pole-mountable dual-speaker remote unit. Includes two JBL Control 25 weatherized 5" speakers, Radio/Amp, stainless steel pole mount, two stainelss hose clamps, and two standard whip antennas.		2,000.00	20,000.00
10	Shipping Charges	UPS Ground Shipping Ch	arges.	30.00	300.00
AirNetix Terms and Conditions apply. Quote valid for 30days after issued.				Total	\$20,300.00



BOARD AGENDA MEMORANDUM

DATE OF MEETING: July 25, 2023

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Angela Mesaros, Director of Economic and Community Development

Topic: Letter of Intent – 2024 Chestnut Road

PURPOSE

Tim Flanagan of HCF Homewood II, LLC has an interest in the purchase and redevelopment of the property at 2024 Chestnut Road. Tim Flanagan is no stranger to the downtown development in Homewood. Tim is the owner of the new Hartford Building development on Martin Avenue. This property is currently a parking lot owned by the Village. The property is located within the Downtown TOD Tax Increment Financing District. The developer has requested that the Village hold the property for a period of time so that they can prepare for the redevelopment of the property. The proposal involves the construction of a five-story, 59-unit residential building with interior parking and amenities.

PROCESS

Since the proposed development property is in the Downtown TOD TIF District and the Village proposes to sell it for nominal consideration to the developer, state law requires that the Village provide an opportunity for any other person to submit an alternate proposal or bid for the sale and development of this property. At the May 24, 2022, Village Board meeting, the Board passed Ordinance M-2221 directing staff to publish a solicitation for alternate bids. After publication and deadline, no alternate proposals were received.

The Village Attorney has prepared a letter of intent to be approved by the Village Board with the following terms of the agreement:

- 1. The developer purchase and redevelop the property with an appropriately-zoned use, which shall consist of a residential apartment building with amenities and parking.
- 2. The purchase price is \$1.00.
- 3. The developer has 90 days to perform due diligence.
- 4. The Village would not negotiate with other parties during this due diligence period.
- 5. The developer would be given access to the property.
- 6. If the developer decides to proceed with this project, the developer and the Village will enter into a redevelopment agreement ("RDA") for the sale and redevelopment of the



- 7. Property, which will include a reverter deed to reconvey the property to the Village if the developer fails to redevelop the property as agreed.
- 8. The Village agrees to provide reimbursement of the developer's TIF-eligible expenses incurred before the sale only if the developer proceeds with the project.
- 9. The Village shall convey the Property to the Purchaser by special warranty deed, by July 1, 2024.
- 10. Earnest money of \$1.00 is required upfront from the developer, but if the developer decides not to develop the property, they are responsible for their due diligence costs.

OUTCOME

The sale of the property will result in the redevelopment of a property that is ideally located in proximity to the Metra station. The benefit of such a development is that it brings more residents to the downtown that will frequent the restaurants and stores, increases overall property values in the vicinity, and strengthens and enhances the Village's tax base.

FINANCIAL IMPACT

- Funding Source: No Financial Impact
- Budgeted Amount: N/A
- Cost: N/A

LEGAL REVIEW

Completed

RECOMMENDED BOARD ACTION

Approve a Letter of Intent with HCF Homewood II, LLC for the purchase and redevelopment of the property at 2024 Chestnut Road.

ATTACHMENT(S)

Letter of Intent



	1.	Purchaser:	HCF Homewood II, LLC
	2.	Seller:	Village of Homewood
Village Hall 2020 Chestnut Road Homewood, IL 60430 708-798-3000 Village Manager's Office 708-206-3377	3.	Property:	Property commonly known as 2024 Chestnut Road, Homewood with PINs 29-31-305-018 29-31-305-007 29-31-305-011
Community Development and Building Department 708-206-3385 Finance Department 708-798-3000	4.	Project Redevelopment:	The Purchaser shall purchase and redevelop the Property in accordance with the Project, which Project shall consist of a residential apartment building with amenities and parking.
Fire Department 17950 Dixie Highway Homewood, IL 60430	5.	Purchase Price:	One dollar (\$1.00)
Police Department 17950 Dixie Highway Homewood, IL 60430 708-206-3420 Public Works Department 17755 Ashland Avenue Homewood, IL 60430 708-206-3470	6.	Redevelopment Agreement:	Seller and Purchaser shall, within one year of the execution of this Letter of Intent, enter into a tax increment financing ("TIF") redevelopment agreement (the "RDA") for the conveyance of the Property and the redevelopment of the Property with the Project. The agreement also will require the Developer to provide the Village at closing a reverter deed reconveying the Subject Property to the Village if the Developer fails to redevelop the Subject Property as agreed.
	7.	Closing Date:	By July 1, 2024, Seller shall convey the Property to Purchaser by special warranty deed.
	8.	Earnest Money:	\$1.00
	9.	Expense Reimbursement:	If Purchaser elects to proceed with the acquisition of the Property and enter into an RDA, the Seller agrees to provide for reimbursement of the Purchaser's TIF-eligible expenses incurred before the Purchaser's acquisition of the Property.

Environmental 10. **Inspection:**

11. **Due Diligence Period:**

Simultaneous with the execution of this Letter of Intent, the Seller shall deliver to Purchaser any environmental reports or assessments of the Property in Seller's possession. Purchaser and its agents and contractors shall be allowed to enter onto the Property to conduct inspections, soil tests, and surveys at Purchaser's expense. Any such entry by the Purchaser, its agents and contractors, shall be at their sole risk, and in no case shall Seller be liable to Purchaser, its agents and contractors, for any damages, claims, or liabilities that arise from such entry. The purchaser shall be responsible for restoring to its pre-existing condition any part of the Property disturbed during these inspections, soil tests, and surveys. The purchaser agrees to coordinate access to the property with the Village Manager or his designee to avoid disrupting normal operation of the property. The purchaser understands and acknowledges that there is a geothermal field at the north end of the Village Hall parking lot that supports HVAC functions for the Village's Public Safety Building. Purchaser agrees that under no circumstances will it disturb this area during its testing and inspection of the Property.

Purchaser shall, relative to the Property, within ninety (90) days after execution of this Letter of Intent, review title, relevant recorded documents, available surveys, site plans, and environmental reports to determine if the Property is suitable for Purchaser's intended use, and shall advise the Seller, within the ninety (90) day period, if Purchaser wishes to proceed with acquiring the Property and enter into the RDA. If the Purchaser fails to so notify the Seller, it shall be presumed that the Purchaser has decided not to proceed with the purchase of the Property and the construction of the Project. During the Due Diligence period, the Seller shall not market the Property or negotiate redevelopment of the Property with other potential developers.

12. **Title and Survey:** Seller shall order and present to Purchaser a title report from an Illinois-licensed title insurance



company and shall obtain an ALTA ACSM Land Title Survey at Seller's sole cost within ninety (90) days after execution of this Letter of Intent.

The undersigned acknowledges that the contemplated transaction must be approved by the Homewood Village Board and the execution of the RDA, which RDA shall contain, among others, those terms set forth above. The Village Board is expected to consider this Letter of Intent at its July 25, 2023 meeting. The Purchaser and Seller acknowledge that any future redevelopment agreement is subject to final approval by the Homewood Village Board and the Purchaser.

> Sincerely, VILLAGE OF HOMEWOOD

Napoleon Haney, Village Manager

Approved on _____, 2023 Purchaser: HCF Homewood II, LLC

By: Timothy Flanagan Title: Co-Manager

Approved on _____, 2023.

VILLAGE OF HOMEWOOD

By: _____

Richard A. Hofeld Village President

Item 8. E.



BOARD AGENDA MEMORANDUM

DATE OF MEETING: July 25, 2023

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: John D. Schaefer, Director of Public Works

Topic: Sale of Surplus Equipment

PURPOSE

Semi-annually, the Village disposes of surplus property as equipment is replaced. The authorization for the sale of surplus property requires Board approval.

PROCESS

Below is a list of surplus property that is to be disposed of either by intergovernmental sale or auction, trade-in, or private sale. All of the items below are scheduled to be replaced at some time in the immediate future as parts, materials, equipment and vehicles become available.

1. 2014 Ford Explorer	1FM5K8ABXPGB15040	PD Deputy Chief
•		• •
2. 2012 Ford F250	1FTBF2B68VEA16264	PW Street Pickup
3. 2009 GMC 550	1GDE5C1G99F409463	PW Street Dump Truck
4. 2016 Chevrolet Tahoe 4WD	1GNSKDEC4GR450860	PD Sergeant
5. 2019 Ford Utility Interceptor AWD	1FM5K8AR8KGA16528	PD Patrol
6. 2019 Ford Utility Interceptor AWD	1FM5K8AR4KGB27934	PD Patrol
7. 2014 Ford Explorer	1FM5K7D88EGA04221	PD Deputy Chief
8. 2008 Chevrolet Colorado	1GCDS43E488213301	Code Enforcement
9. 2008 Chevrolet 1/2T van	1GCFG15XX81223668	PW Meter Van
10. 2009 GMC 5500	1GDE5E1G89F411233	PW Street Dump
11. 2010 Spaulding hot pot RMVRS-2TD	T2DRSD101811646	PW Asphalt
12. 2001 US Cargo trailer USCL720TA3	4PL400J2611043933	PW L&M Trailer
13. 2001 US Cargo trailer USCL720TA3	4PL400J2611043934	PW L&M Trailer

LEGAL REVIEW

Not Required

RECOMMENDED BOARD ACTION

Pass an ordinance authorizing the Village Manager to sell or dispose of 13 vehicles as surplus property.



ATTACHMENT(S) Ordinance

ORDINANCE NO. M-2259

AN ORDINANCE PROVIDING FOR THE SALE OF CERTAIN PERSONAL PROPERTY OWNED BY THE VILLAGE OF HOMEWOOD, COOK COUNTY, ILLINOIS

WHEREAS, 65 ILCS5/11-76-4 authorizes a village to dispose items of personal property no longer deemed necessary or useful to that village; and

WHEREAS, the Village of Homewood, Cook County, Illinois owns certain items of personal property which it desires to dispose as therein provided.

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

SECTION ONE - DECLARATION OF SURPLUS PROPERTY:

The following personal property, presently owned by the Village of Homewood, Illinois is hereby deemed to be no longer necessary or useful to this Village and it is deemed in the best interest of this Village that such property be disposed.

Village Items

2014 Ford Explorer	1FM5K8ABXPGB15040
2012 Ford F250	1FTBF2B68VEA16264
2009 GMC 550	1GDE5C1G99F409463
2016 Chevrolet Tahoe 4WD	1GNSKDEC4GR450860
2019 Ford Utility Interceptor AWD	1FM5K8AR8KGA16528
2019 Ford Utility Interceptor AWD	1FM5K8AR4KGB27934
2014 Ford Explorer	1FM5K7D88EGA04221
2008 Chevrolet Colorado	1GCDS43E488213301
2008 Chevrolet 1/2T van	1GCFG15XX81223668
2009 GMC 5500	1GDE5E1G89F411233
2010 Spaulding hot pot RMVRS-2TD	T2DRSD101811646
2001 US Cargo trailer USCL720TA3	4PL400J2611043933
2001 US Cargo trailer USCL720TA3	4PL400J2611043934

SECTION TWO - METHOD OF DISPOSAL:

The Village Manager is hereby authorized to conduct the disposal or sale of the said personal property. With the assistance of his administrative staff, he shall sell or dispose the items, either together or separately, by intergovernmental sale or auction, trade-in, private sale or sealed bid. If by sealed bid, the proposed sale shall be advertised in a newspaper of general circulation within the Village. Should any such proposed sale not produce a buyer for in item of personal property, the Manager or his agent shall then be free to negotiate the sale of such item of personal property to obtain the best possible price for such item on behalf of the Village.

<u>SECTION THREE – EFFECTIVE DATE:</u>

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

PASSED and APPROVED this 25th day of July, 2023.

Village President

ATTEST:

Village Clerk

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENCES: _____



BOARD AGENDA MEMORANDUM

DATE OF MEETING: July 25, 2023

Item 8. G.

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Tyler Hall, Assistant Village Manager

Topic: Renewal of Lease Agreement with Homewood Arts Council (HAC) for usage of Homewood Auditorium

PURPOSE

The Homewood Arts Council (HAC) would like to renew the lease agreement for continued use of the Village's auditorium for performing arts and other cultural programs. A lease agreement with the Village must be approved by the Board of Trustees to continue to allow them use of the space. Approval of this lease agreement requires that the Village Board pass an ordinance.

PROCESS

The Village of Homewood entered into the initial lease agreement with the HAC giving them use of the Homewood Auditorium with the term of July 1, 2021 through June 30, 2022. The Village leased the auditorium to the HAC for (\$1) one dollar. The intent of the initial lease agreement was to allow the HAC use of the facility for art-related programming while the Village completes grant applications that will release funds appropriated by state legislators for the renovation of the facility into a regional performing arts center. As the appropriated funds have yet to be released, the lease renewal would extend the HAC's use of the space until June 30, 2024 with some additional provisions within the agreement.

Staff met with members of the HAC Board of Directors to discuss their past use of the space, planned use of the space, use of revenue generated by the space, and reporting expectations. During the initial lease the HAC brought in third party users such as Chicago Knockouts Roller Derby, an amateur wrestling match, and a few others. Anecdotally, it seems that the community favors several of these third party uses. The third party users typically have sub – lease agreements where the HAC charges them a fee for usage of the space. We inquired about usage of the revenue generated from these sub-lease agreements and the HAC mentioned that the funds are used for arts and cultural related programs that occur throughout the community and not necessarily within the auditorium itself.

Staff proposed a few additions to the lease renewal agreement in order to get more information regarding usage the space, how the space and/or third party sub-leases benefit the HAC and the Homewood community, and reporting requirements regarding third party uses in



order to make sure minimum insurance requirements are met per the recommendation from the Village's risk management insurance provider, IRMA. Below is a brief summary of the additional language included in the renewal agreement:

- Lessee shall not sublet the premises without the Lessor's prior written consent.
- Mandatory Reporting
 - Lessee will provide the Village with:
 - A copy of their Articles of Incorporation;
 - A copy of their Bylaws;
 - List of their Board of Directors;
 - A copy of their federal tax return;
 - A copy of their most recent Illinois Charitable Organization Annual Report
 - Every six months, the Lessee shall submit a written summary to the Lessor with the following information about the premises for the previous six months:
 - How have the premises been used?
 - How much revenue has Lessee received from its use of the premises?
 - How has the Lessee used this revenue to advance its mission within the local community?
 - Any other information the Lessee believe to be relevant

The rest of the lease renewal agreement mirrors the language from the initial lease agreement, including cost of leasing the auditorium to the HAC for (\$1) one dollar.

OUTCOME

This lease renewal will allow the HAC to further its mission to support local artists and make the community more aware of what the Council offers. The lease renewal will also provide opportunities to expose the community to arts and culture, and can increase foot traffic in the downtown area providing more customers to local businesses. In addition, the Village will have more comprehensive information about the usage of the space and how the revenue generated by the space assists HAC's mission.

FINANCIAL IMPACT

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

LEGAL REVIEW Completed



RECOMMENDED BOARD ACTION

Pass an ordinance authorizing the Village President to enter into a lease renewal agreement with the Homewood Arts Council for use of the Village's auditorium.

ATTACHMENT(S)

- Ordinance
- Lease Renewal Agreement

ORDINANCE NO. <u>M - 2260</u>

AN ORDINANCE AUTHORIZING THE LEASE OF THE HOMEWOOD AUDITORIUM TO THE HOMEWOOD ARTS COUNCIL, A NOT-FOR-PROFIT CORPORATION, FOR A TWO-YEAR TERM

WHEREAS, the Village of Homewood ("Village") owns the property described in the lease attached to this Ordinance as Exhibit A, and commonly known as the Homewood Auditorium ("Property"); and

WHEREAS, the Homewood Arts Council was incorporated in 2018 as a notfor-profit corporation dedicated to celebrating the arts by bringing forward a cohesive community of all artists; and

WHEREAS, Section 11-76-1 of the Illinois Municipal Code (65 ILCS 5/11-76-1) authorizes a municipality to make leases of municipallyowned property for terms not exceeding 2 years in such manner as they may determine; and

WHEREAS, the Village has determined that it is in the best interests of the Village and its citizens to enter into this Lease Renewal.

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

SECTION ONE - LEASE OF PROPERTY:

The Village President and Village Clerk are hereby authorized to execute the Lease Renewal attached to this Ordinance as Exhibit A for the Property commonly known as the Homewood Auditorium, 2020 Chestnut Road, Homewood, Illinois.

SECTION TWO – USE OF THE PROPERTY:

Lessee shall use the Property exclusively for educational, recreational, and other public purposes.

SECTION THREE – AUTHORIZATION TO EXECUTE DOCUMENTS:

The Village President, Village Clerk, Village Attorney, and Village Manager may execute all documents necessary to complete the Lease authorized by this Ordinance.

SECTION FOUR - EFFECTIVE DATE:

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

PASSED AND approved this 25th day of July, 2023.

		Village P	resident			_
ATTEST:						
Village Clerk						
Ayes:	Nays:	_	Abstentions	:	Absent:	

Exhibit A Lease Agreement

LEASE RENEWAL OF THE HOMEWOOD AUDITORIUM 2010 CHESTNUT ROAD HOMEWOOD, ILLINOIS

This Lease Renewal Agreement is made this 25th day of July, 2023 between the VILLAGE OF HOMEWOOD, a municipal corporation, as Lessor and the HOMEWOOD ARTS COUNCIL, an Illinois not-for-profit corporation, as Lessee. The terms of this Lease Agreement are:

1. PREMISES. Lessor for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by Lessee, does hereby lease to Lessee the premises in the Village of Homewood, County of Cook, State of Illinois, described as follows:

that portion of the building located at 2010 Chestnut Road, Homewood, Illinois, known as the "Homewood Auditorium," which shall include: the lobby, the gymnasium, the stage, two locker rooms, and the kitchen.

- 2. USE OF PREMISES. Lessee shall use the premises to conduct performing arts, cultural, and other Homewood Arts Council programs and events consistent with its not-for-profit mission.
- 3. TERM OF RENEWAL. The lease term is from June 30, 2022 through June 30, 2024, provided, however, that either party may terminate this lease with or without cause, upon sixty (60) days written notice.
- 4. RENTAL. Lessee, in consideration of this Lease Agreement, covenants and agrees to pay Lessor as rent for the Leased Premises the sum of One Dollar (\$1) per year, payable in advance upon execution hereof.
- 5. LESSOR'S USE OF THE LEASED PREMISES. Lessor shall be allowed use of the Leased Premises during such periods of time that Lessee does not have scheduled activities. Such use shall not otherwise interfere with the use of the Leased Premises by Lessee. Lessee shall have responsibility for security and supervision of the Leased Premises unless the Leased Premises are used by the Lessor. Lessor may also continue to store records in the Leased Premises in the same amount and at the same location as presently utilized by Lessor.
- 6. LANDSCAPE MAINTENANCE AND SNOW REMOVAL. Lessor shall maintain the landscaped area immediately surrounding the Leased Premises at Lessor's expense. Lessor will also remove snow around the Leased Premises under Lessor's snow removal schedule.

- ASSIGNMENT AND SUBLETTING. Lessee shall not sublet the premises without the Lessor's prior written consent. All sublease agreements in force as of July 25, 2023 are attached as Exhibit A and are hereby approved.
- 8. MANDATORY REPORTING. Lessee shall provide the Lessor with the following information within thirty (30) days of execution of this lease:
 - a. a copy of the organization's Articles of Incorporation;
 - b. a copy of the organization's Bylaws;
 - c. a list of the organization's Board Members/Directors with contact information;
 - d. a copy of the organization's federal tax return (IRS Form 990 or 990-EZ);
 - e. a copy of the organization's most recent Illinois Charitable Organization Annual Report (Form AG990-IL).

Every six months, the Lessee shall submit a written summary to Lessor with the following information about the premises for the previous six months: (1) How have the premises been used? (2) How much revenue has Lessee received from its use of the premises? (3) How has the Lessee used this revenue to advance its mission withing the local community? (4) Any other information the Lessee believes to be relevant.

- 9. USE OF VILLAGE PARKING LOTS. Parties using the Leased Premises with Lessee's permission may utilize public parking areas within Lessor's Village Hall parking lots. However, such users shall not use parking spaces clearly marked and allocated for specific parties or uses.
- 10. LESSOR'S USE OF LEASED PREMISES FOR MEETINGS. Lessor reserves the right to preempt Lessee's use of the Leased Premises if the Lessor determines it needs the Auditorium space to conduct public meetings and town hall meetings because Lessor anticipates that the audience turnout will exceed the space available at Lessor's regular meeting location. This provision shall apply to Lessor's Village Board or any of Lessor's commissions or committees. Lessor shall attempt to give Lessee five (5) days advance written notice of any such meeting under the notice provisions of this Lease but shall not be obligated to do so. In any case, Lessor shall give at least twenty-four (24) hours' notice of such preemption. If such preemption occurs, Lessee's planned program for that period shall be continued, canceled or held elsewhere. Any use by Lessor or its commissions or committees under this provision shall be without charge to Lessor. Lessor shall be responsible for the supervision and security of the Leased Premises during such use by Lessor. Lessee is to have responsibility for security of the Leased Premises at all other times.

11. INSURANCE AND INDEMNIFICATION. Lessee shall maintain in full force and effect during the term of this Lease the following coverage:

(a) Commercial General Liability insurance, bodily injury and property damage combined single limit per occurrence in an amount of not less than \$1,000,000 with a \$2,000,000 aggregate. Lessor, it's officials, officers and employees shall be named as additional insured on a primary and non-contributory basis by original endorsement (CG 20 26) signed by a person authorized by the insurer to bind coverage on its behalf.

(b) Fire Legal Liability Insurance in an amount to provide for the repair or replacement of the Leased Premises in the event such a loss is caused by Lessee or one or more of Lessee's users.

(c) Lessee agrees to protect, defend, indemnify, and save harmless Lessor, Lessor's elected public officials, officers, and employees from all claims and liabilities, including but not limited to personal injury, wrongful death, and property damage which may arise out of Lessee's use of the said premises under this Lease Agreement, unless caused by the sole negligence of Lessor.

Lessor shall continue to insure the Leased Premises for fire damage not the result of Lessee's use of the premises. Lessor agrees to maintain such coverage if it may be obtained through Lessor's current fire insurance program, and so long as Lessor determines that the cost of such insurance is acceptable to Lessor. Should Lessor elect to terminate such insurance, it will give Lessee sixty (60) days written notice of its intention to do so.

- 12. USER'S RESPONSIBILITY. Before accepting a reservation, Lessee shall obtain from the applicant a signed statement indicating that the applicant assumes responsibility resulting from loss or damage to the Leased Premises and to the applicant's property and agreeing to cooperate with Lessee in complying with all rules and regulations pertaining to using the Leased Premises.
- 13. SMOKING AND USE OF INTOXICATING LIQUOR. Lessee shall prohibit smoking in the Auditorium. Lessee shall not allow the sale, distribution, or consumption of alcoholic beverages on the Leased Premises without first obtaining consent of the Local Liquor Commissioner and a Special Event liquor license. Lessee agrees to defend, save harmless and indemnify Lessor, its elected officials, officers, and employees in connection with any claims arising from the sale or distribution of alcoholic beverages within the leased property.
- 14. PERSONAL PROPERTY. Personal property, such as tables, chairs, kitchen equipment, etc. in the Leased Premises shall remain Lessor's property but shall continue to be located at the Leased Premises and may be utilized by Lessee.

However, Lessor may use such tables and chairs for other facilities or outdoor functions. When such need arises, Lessor will coordinate its use with Lessee and, when possible, shall give seven (7) days' notice to Lessee of Lessor's intent.

- 15. PAYMENT OF UTILITY EXPENSES. Lessor shall be responsible for and shall pay the cost of gas, electric, and heat for the Leased Premises. Lessor shall provide and pay scavenger service costs. Lessee may deposit refuse in the dumpster in the rear of the Leased Premises used for Lessor's scavenger service.
- 16. REPAIRS AND MAINTENANCE. Lessee shall keep the premises and appurtenances thereto in a clean, sightly and healthy condition, and in good repair, all at its own expense, and shall yield the same back to Lessor upon the lease termination, in the same condition of cleanliness, repair, and sightliness as at the date of the execution thereof, loss by fire and reasonable wear and tear excepted. Lessee shall make all necessary repairs and renewals upon the premises and replace broken globes, glass and fixtures with material of the same size and quality as that broken and shall insure all glass in windows and doors of the premises at its own expense. If, however, the premises shall not be kept in good repair and in a clean, sightly, and healthy condition by Lessee, Lessor may enter the same, itself or by its agents, servants or employees, without such entering causing or constituting a termination of this Lease or an interference with the possession of the premises by Lessee, and Lessor may replace the same in the same condition of repair, sightliness, healthiness, and cleanliness as existed at the date of execution hereof, and Lessee agrees to pay Lessor, besides the rent hereby reserved, Lessor's expenses in replacing the premises in that condition. Lessee shall not cause or permit any waste, misuse, or neglect of the water, or of the water, gas or electric fixtures. Lessee shall furnish janitorial service for the Leased Premises at Lessee's expense.
- 17. PAINTING, ADDITIONS REQUIRE LESSOR'S APPROVAL. Except as herein approved, Lessee shall not do any painting or decorating, or erect any partitions, make any alterations in or any additions or changes to the premises without Lessor's prior written consent. Unless otherwise agreed by Lessor and Lessee in writing, all such replacements and alterations shall be performed at Lessee's cost.

Unless otherwise provided by written agreement, all alterations, improvements and changes shall remain upon and be surrendered with the premises, excepting, however, that at Lessor's option, Lessee shall, at its expense, when surrendering the premises, remove from the premises and the building all such alterations, improvements and changes installed in the premises by Lessee and restore the premises to the condition existing before such alterations, improvements or changes. If Lessee does not remove said additions, decorations, fixtures, hardware, non-trade fixtures and improvements after requested to do so by

Lessor, Lessor may remove the same and restore the premises and Lessee shall pay the cost of such removal and restoration to Lessor upon demand. Lessee agrees to protect, defend, and indemnify and save harmless Lessor, its agents and employees, from any and all liabilities of every kind and description which may arise out of or be connected in any way with said replacements, alterations or additions. Any mechanic's lien filed against the premises for which notice is received by either Lessor or Lessee for work claimed to have been furnished to Lessee shall be released and discharged of record by Lessee within ten (10) days after such filing or receipt, whichever is applicable, at Lessee's expense. Upon completing any replacements, alterations, or additions, Lessee shall furnish Lessor with contractor's affidavits and full and final Waivers of Lien and receipted bills covering all labor and materials expended and used. All replacements, alterations and additions shall comply with all insurance requirements and with applicable laws, statutes, ordinances and regulations. All alterations and additions shall be constructed in good and workmanlike manner and only good grades of materials shall be used.

- 18. RESTRICTIONS (SIGNS, ALTERATIONS, FIXTURES). Lessee shall not attach, affix, or exhibit or permit to be attached, affixed or exhibited, any articles of permanent character or any sign, attached or detached, with any writing or printing thereon, to any window, floor, ceiling, door or wall in any place in or about the premises, or upon the appurtenances thereto, without in each case the written consent of Lessor first had and obtained; and shall not commit or suffer any waste in or about the premises; and shall make no changes or alterations in the premises by the erection of partitions or the papering of walls, or otherwise, without the consent in writing of Lessor; and if Lessee shall affix additional locks or bolts on doors or window, or shall place in the premises lighting fixtures or any fixtures of any kind, without the consent of Lessor first had and obtained, such locks, bolts and fixtures shall remain for the benefit of Lessor, and without expense of removal or maintenance to Lessor, Lessor shall have the privilege of retaining the same if it desires. If it does not desire the same, it may remove and store the same, and Lessee agrees to pay the expense of removal and storage thereof. This paragraph shall not, however, apply to Lessee's equipment and movable furniture. Lessee during the term of this Lease shall furnish Lessor with keys to the Leased Premises.
- 19. LESSEE NOT TO MISUSE. Lessee will permit no unlawful or immoral practice, with or without Lessee's knowledge or consent, to be committed or carried on in the premises by any person. Lessee will not allow the premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified. Lessee will not keep or use or permit to be kept or used in or on the premises or any place contiguous thereto any flammable fluids or explosives, without the written permission of Lessor first

had and obtained. Lessee will not load floors beyond the floor load rating prescribed by applicable municipal ordinances. Lessee will not use or allow the use of the premises for any purpose that will injure the reputation of the premises or of the building of which they are a part.

- 20. CONDITION ON POSSESSION. Lessee has examined and knows the condition of the premises and has received the same in good order and repair and acknowledges that no representations as to the condition and repair thereof, and no agreements or promises to decorate, alter, repair or improve the premises, have been made by Lessor or his agent before or at the execution of this Lease that are not herein expressed.
- 21. NON-LIABILITY OF LESSOR. Except as provided by Illinois statute, Lessor shall not be liable to Lessee for any damage or injury to Lessee or Lessee's property occasioned by the failure of Lessor to keep the premises in repair, and shall not be liable for any injury done by wind or by or from any defect of plumbing, electric wiring or of insulation thereon, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the backing up of any sewer pipe or down-spout, or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the premises or the building of which they are a part nor from the escape of steam or hot water from any radiator, it being agreed that said premises are under the control of Lessee, nor for any such damage or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, trap-door, stairs, walks or any other place upon or near the premises, or otherwise, nor for any such damage or injury done or occasioned by the falling of any fixture, plaster or stucco, or for any damage or injury arising from any act, omission or negligence of other persons, occupants of the same building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property, or of Lessor's agents or Lessor itself, all claims for any such damage or injury being expressly waived by Lessee.
- 22. FIRE AND CASUALTY. If the Premises shall be rendered untenantable by fire, explosion or other casualty, Lessor may, at its option, terminate this Lease or repair the Premises. If Lessor elects to repair the Premises it shall give written notice of that decision to Lessee no later than ninety (90) days from the incident which rendered the Premises untenantable, and Lessor shall proceed with such repairs as promptly as reasonably possible. Should Lessor elect not to repair or rebuild the Premises, then the term created shall cease and terminate. However, the insurance and Indemnification requirements of this Lease shall not terminate and shall continue in effect for any claims made against Lessor arising during the lease term of this Lease Agreement.

- 23. OPTION TO RENEW. Should Lessee wish to renew this Lease, it shall give written notice to Lessor no later than sixty (60) days before the end of the Lease Term. At that time, Lessor shall be free to renew this Lease or to decline to do so. Any Lease renewal shall be subject to negotiation and agreement by the parties as to the terms of any such renewal.
- 24. TERMINATION; HOLDING OVER. At the termination of the term of this Lease, by lapse of time or otherwise, Lessee will yield up immediate possession of the premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will return the keys therefor to Lessor. If Lessee retains possession of the premises or any part thereof after the termination of the term by lapse of time or otherwise, then a tenancy at sufferance shall have been created. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee. This paragraph shall not constitute a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall any other act in apparent affirmance of tenancy operate as a waiver of the right to terminate this Lease for a breach of the covenants herein.
- 25. LESSOR'S REMEDIES. If Lessee shall abandon the premises or if the breach of any covenant in this Lease occurs, Lessee's right to the possession of the premises shall terminate with or (to the extent permitted by law) with no notice or demand, and the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of the premises; and if the Lessor so elects, but not otherwise, and with or without notice of such election or any notice or demand, this lease shall terminate, and upon the termination or Lessee's right of possession, as aforesaid, whether this Lease be terminated or not, Lessee agrees to surrender possession of the premises immediately, without receiving any demand, notice to quit or demand for possession of the premises, and grants to Lessor full and free license to enter into and upon the premises or any part thereof, to take possession thereof with or (to the extent permitted by law) without process of law, and to expel and to remove Lessee or any other person who may be occupying the premises or any part thereof, and Lessor may use such force in and about expelling and removing Lessee and other persons as may reasonably be necessary, and Lessor may re-possess itself of the premises, but such entry of the premises shall not constitute a trespass or forcible entry or detainer, nor a waiver of any covenant, agreement or promise in this Lease contained, to be performed by Lessee. Lessee waives all notice of any election made by Lessor, notice to quit, demand for possession, and any and all notices and demands, of any and every nature, which may or shall be required by any. Statute of this state relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or by the common law, during the terms of this Lease or any extension thereof.

- 26. COSTS AND FEES. Lessee shall pay upon demand all Lessor's costs, charges and expenses, including fees of attorneys, agents and others retained by Lessor, incurred in enforcing the obligations of Lessee under this Lease or in any litigation, negotiation or transaction in which Lessor shall, without Lessor's fault, become involved through or because of this Lease.
- 27. NOTICES. Notices may be served on either party, at the respective addresses given at the beginning of this Lease, either (a) by delivering or causing to be delivered a written copy thereof, or (b) by sending a written copy thereof by United States certified or registered mail, postage prepaid, addressed to Lessor or Lessee at said respective addresses in which event the notice shall be deemed to have been served when the copy is mailed.
- 28. AUTHORITY TO EXECUTE. Lessor and Lessee represent that they have followed the appropriate statutory procedure and are authorized to execute this Lease by their respective officers.

Agreed as of the date first written above.

Homewood Arts Council an Illinois not-for-profit corporation Village of Homewood an Illinois municipal corporation

By:_____

By: ____

Print Name: _____

Its: ______

Richard A. Hofeld Village President