

MEETING AGENDA



Board of Trustees Meeting

Village of Homewood

October 25, 2022

Meeting Start Time: 7:00 PM

Village Hall Board Room

2020 Chestnut Road, Homewood, IL

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

Please see last page of agenda for virtual meeting information.

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

4. Introduction of Staff

5. Minutes:

Consider a motion to approve the minutes from the regular meeting of the Board of Trustees held on October 11, 2022.

6. Claims List:

Consider a motion to approve the Claims List of Tuesday, October 25, 2022 in the amount of \$421,980.82.

7. Hear from the Audience

8. Appointment(s):

Consider a motion to approve the appointment of Wanzette Ann Bilbrew to the Ethics Commission for a three-year term ending on October 25, 2025.

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

- A. M-2230/Special Use Permit/18664 Dixie Highway/NuSole Wellness Spa, LLC: Pass an ordinance granting a Special Use Permit for a Salon/Spa Establishment in the B-2 Community Business District for NuSole Wellness Spa, LLC at 18664 Dixie Highway.
- B. Agreement/TIF Incentive/18676 Dixie Highway/EMA Building Corporation: Authorize the Village President to enter into an agreement with EMA Building Corporation to provide financial assistance from the Southgate TIF Façade and Property Improvement Program in the amount of \$11,250 for building improvements at 18676 Dixie Highway.
- C. Bid Award/Leaf Pickup Services/Homewood Disposal Inc.: Award the bid for Contract Leaf Pickup Services to Homewood Disposal, Inc., of Homewood, IL in the amount of \$27,150 for a three-week leaf pickup program on November 16, 23, and 30, 2022, and two (2) one-year extensions of the contract, if agreed to by both parties.

- D. Agreement/DJM Real Estate, LLC/2001 Ridge Road: Authorize the Village President to enter into an agreement with Dana McDermott of DJM Real Estate, LLC to provide financial assistance from the non-TIF Business Incentive Program in the amount of \$8,000 for site improvements at 2001 Ridge Road.
- E. Agreement/Business Incentive Program/17501 Dixie Highway/Balagio Ristorante: Authorize the Village President to enter into an agreement with Mike Galderio of Balagio Ristorante to provide financial assistance from the non-TIF Business Incentive Program in the amount of \$3,500 for site improvements at 17501 Dixie Highway.
- F. R-3128/Mutual Release and Settlement Agreement/KM Homewood, LLC/3055 183rd Street: Pass a resolution authorizing the Village President to enter into a Mutual Release and Settlement Agreement with KM Homewood, LLC of Illinois, and accept a warranty deed in lieu of demolition from KM Homewood, LLC of Illinois for the property located at 3055 183rd Street, formerly occupied by Brunswick Zone and Big Lots.
- G. Redevelopment Agreement/Stoney Point Grill II, LLC/2033 Ridge Road: Authorize the Village President to enter into a redevelopment agreement with Stoney Point Grill II, LLC of Mokena, IL to reimburse eligible expenses for the construction of a restaurant at 2033 Ridge Road.

10. Old Business:

Concept Approval/183rd Street/Lane Configuration: Approve the 183rd Street bike lane reconfiguration concept subject to available funding.

11. General Board Discussion

12. Executive Session: Consider a motion to enter into executive session to discuss the following:
Collective bargaining for AFSCME under 5 ILCS 120/2(c)2.

13. Adjourn

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

- To View the Meeting via Computer or Smartphone - Type in: Zoom.us into any internet browser.

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Meeting Password: 830183. Enter an email address (required), or

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VILLAGE OF HOMEWOOD
BOARD OF TRUSTEES MEETING
TUESDAY, OCTOBER 11, 2022
VILLAGE HALL BOARD ROOM

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

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

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

President Hofeld introduced staff present: Village Manager Napoleon Haney, Finance Director Dennis Bubenik and Director of Public Works John Schaefer.

MINUTES: The minutes of the meeting of September 27, 2022, were presented. There were no comments or corrections.

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

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

CLAIMS LIST: The Claims List in the amount of \$886,155.63 was presented. There were no questions from the Trustees.

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

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

President Hofeld said four items totaled 79 percent of the Claims List: \$248,431.74 to Burns & McDonnell Engineers for work on the water supply conversion project, \$128,267.55 to the City of Chicago Heights for water; \$228,984.55 for employees insurance for October, and \$95,419.88 to Thorn Creek Sanitary District.

HEAR FROM THE AUDIENCE: No comments were offered.

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

- A. R-3126/Motor Fuel Tax Funds/General Maintenance Pavement Patching Program: Pass a supplemental resolution appropriating an additional \$55,000 of Motor Fuel Tax funds to fully fund the low bid award of the 2022 MFT General Maintenance Pavement Patching Program, and asphalt testing during construction.

- B. Bid Award/Motor Fuel Tax Funds/Schroeder Asphalt Services, Inc.: Award the 2022 MFT General Maintenance Pavement Patching Program bid to Schroeder Asphalt Services, Inc. of Huntley, IL, the lowest responsible bidder, in an amount not to exceed \$449,831.25.
- C. R-3127/Motor Fuel Tax Funds/Gottschalk Avenue: Pass a supplemental resolution appropriating an additional \$30,000 of Motor Fuel Tax funds needed for K-Five Construction Corporation, of Westmont, IL to complete remediation work on Gottschalk Avenue.
- D. Serial Raffle/Queen of Hearts/Marian Catholic High School: Authorize the issuance of a Serial Raffle License to Marian Catholic High School subject to an approved background check, permission letter from Lassen's Sports Bar & Grill, and a current certificate of insurance, with the following exceptions: 1) Extend the ticket sales timeframe from the 90-day maximum to a one-year maximum 2) Waive the capped/maximum prize value of \$5,000, or allow an increase of up to \$250,000.
- E. Intergovernmental Agreement/Cook County/Health Inspection Services: Authorize the Village President to enter into an agreement with the Cook County Department of Public Health for the Provision of Environmental Health Inspectional Services for the period of December 1, 2022 through November 30, 2023.
- F. Repair and Reimbursement Agreement/Emergency Well Repair/Izaak Walton Preserve: Waive competitive bidding for emergency repair work per Section 5 (Emergency Purchasing) and Section 3.3 (Purchasing Authority) of the Village Purchasing Policy; and, authorize the Village President to approve a well repair and reimbursement agreement with the Izaak Walton Preserve, Inc. of Homewood, IL for a not-to-exceed amount of \$75,000; and, authorize Layne Christensen Co. of Aurora, IL to complete the repairs of the Izaak Walton Preserve well and controls for an estimated cost of \$68,331; and, authorize a contingency amount for repairs in the amount of \$6,669.
- G. Reappointment/Appearance Commission/Brian Quirke: Approve the reappointment of Brian Quirke to the Appearance Commission for a three-year term ending on October 11, 2025.
- H. Memo of Understanding/Approval of AFSCME Wages

President Hofeld said Item H was being deferred.

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

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

NEW BUSINESS: Accept the audit and annual financial support prepared by Lauterbach & Amen for the period ending April 30, 2022.

Finance Director Bubenik said the audit took on significant importance in the past two years as Village finances were directly impacted by the pandemic. Fortunately, Homewood's sales tax revenue did not drop as expected, although the Village Board took steps to curtail costs in planning its 2021 budget. The Village's shopping areas, grocery stores and other businesses weathered the storm and Homewood did not see any drastic drops in revenue.

The audit was performed later this year due to delays in needed information from Cook County.

Ann Scales of Lauterbach & Amen reported the village's governmental funds reported combining ending fund balances of \$19,378,937, which is \$5,068,386, or 35.4 percent, higher than last year's total of \$14,310,551. The firm awarded the Village an unmodified opinion, considered the best an audit can receive.

The auditor pointed out government-type activities increased in net position by \$7.9 million, and business type activities saw an increase in net position of \$730,000. The general fund balance was \$12.6 million.

President Hofeld thanked Ms. Scales for her report and commended Finance Director Bubenik and Assistant Finance Director Amy Zukowski. Trustees also thanked the team for their efforts.

A motion was made by Trustee Purcell and seconded by Trustee Roman to accept the audit for the period ending April 30, 2022.

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

GENERAL BOARD DISCUSSION: Manager Haney said the final Farmer's Market will be Saturday, Oct. 15. He also invited the community to the Day of the Dead celebration Saturday, Oct 15, on Martin Square, and the Homewood Arts Council is presenting a wrestling tournament in the auditorium on Saturday, Oct. 15.

Director Schaefer announced that the annual leaf collection will be Nov. 16, 23 and 30. Leaves should be in the required brown bags on left on the regular garbage day pick-up days for Homewood Disposal is collect.

A motion was made by Trustee Purcell and seconded by Trustee Roman to adjourn the meeting.

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

The meeting adjourned at 7:20 p.m.

Respectfully submitted,

Marilyn Thomas

Village Clerk

Name	Description	DEPARTMENT	Net Invoice Amount
ALECK PLUMBING INC	PLUMBING REPAIRS - PW	PUBLIC WORKS	1,720.00
Total ALECK PLUMBING INC:			1,720.00
ALL CLEAR CLEAN OUT SERVI	DEBRIS REMOVAL	FIRE DEPARTMENT	265.00
ALL CLEAR CLEAN OUT SERVI	DEBRIS REMOVAL	FIRE DEPARTMENT	325.00
Total ALL CLEAR CLEAN OUT SERVICES:			590.00
AMERICAN LAWN CORP LLC	SHOPPING CARTS	FIRE DEPARTMENT	475.00
AMERICAN LAWN CORP LLC	GRASS CUTTING	FIRE DEPARTMENT	240.38
AMERICAN LAWN CORP LLC	GRASS CUTTING	FIRE DEPARTMENT	250.00
Total AMERICAN LAWN CORP LLC:			965.38
ANTHONY CARPENTER	SCIENCE CENTER WINDOW CLEANING	MANAGER'S OFFICE	40.00
Total ANTHONY CARPENTER:			40.00
AURELIO'S PIZZA INC	SNOW TRAINING	PUBLIC WORKS	338.74
Total AURELIO'S PIZZA INC:			338.74
AVALON PETROLEUM COMPAN	FUEL INVENTORY DIESEL	ASSETS	2,950.40
AVALON PETROLEUM COMPAN	FUEL INVENTORY DIESEL	ASSETS	3,440.25
AVALON PETROLEUM COMPAN	FUEL INVENTORY GASOLINE	ASSETS	11,083.80
AVALON PETROLEUM COMPAN	FUEL INVENTORY GASOLINE	ASSETS	10,941.00
Total AVALON PETROLEUM COMPANY:			28,415.45
B. ALLAN GRAPHICS	BUSINESS CARDS/CAMELI	FIRE DEPARTMENT	65.00
B. ALLAN GRAPHICS	BUSINESS CARDS/WILLIS	MANAGER'S OFFICE	65.00
Total B. ALLAN GRAPHICS:			130.00
BK EQUIPMENT CO	FUEL ISLAND PUMP FILTERS	PUBLIC WORKS	60.08
Total BK EQUIPMENT CO:			60.08
BLACK DIRT INC	OPERATING SUPPLIES	PUBLIC WORKS	120.00
Total BLACK DIRT INC:			120.00
BMA REMODELING	LANDSCAPING BOND DEPOSIT REFUND	ASSETS	5,963.00
Total BMA REMODELING:			5,963.00
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES - FD	FIRE DEPARTMENT	481.59
Total BOUND TREE MEDICAL LLC:			481.59
BRITES TRANSPORATION, LTD	SPOIL HAUL OUT	PUBLIC WORKS	5,080.00
Total BRITES TRANSPORATION, LTD:			5,080.00
CARLY CLARK	WATER DEPOSIT REFUND	ASSETS	57.20

Name	Description	DEPARTMENT	Net Invoice Amount
Total CARLY CLARK:			57.20
CERTIFIED LABORATORIES	GREASE TUBES	PUBLIC WORKS	480.23
Total CERTIFIED LABORATORIES:			480.23
CHEVROLET OF HOMEWOOD	POLICE TRANSMISSION PROGRAMMING	PUBLIC WORKS	164.74
CHEVROLET OF HOMEWOOD	VEHICLE MAINTENANCE FD	FIRE DEPARTMENT	16.04
CHEVROLET OF HOMEWOOD	VEHICLE PARTS FD	FIRE DEPARTMENT	43.91
CHEVROLET OF HOMEWOOD	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	142.11
CHEVROLET OF HOMEWOOD	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	27.47
CHEVROLET OF HOMEWOOD	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	27.00
Total CHEVROLET OF HOMEWOOD:			421.27
CITY OF HARVEY WATER	SEPTEMBER WATER PURCHASED 13-16	PUBLIC WORKS	22,074.10
CITY OF HARVEY WATER	SEPTEMBER WATER PURCHASED 13-16	PUBLIC WORKS	40,134.94
CITY OF HARVEY WATER	SEPTEMBER WATER PURCHASED 13-15	PUBLIC WORKS	22,074.11
CITY OF HARVEY WATER	SEPTEMBER WATER PURCHASED 13-15	PUBLIC WORKS	36,744.33
Total CITY OF HARVEY WATER:			121,027.48
CIVIC SYSTEMS LLC	UTILITY BILLING TRAINING	PUBLIC WORKS	2,700.00
Total CIVIC SYSTEMS LLC:			2,700.00
CLEANING SPECIALISTS	BIO HAZARD CLEANING	POLICE DEPARTMENT	150.00
Total CLEANING SPECIALISTS:			150.00
COMMUNITY FIREFIGHTERS	MABAS FEES - FD	FIRE DEPARTMENT	96.00
Total COMMUNITY FIREFIGHTERS:			96.00
COOK COUNTY CLERK	RECORDING FEES	MANAGER'S OFFICE	352.00
Total COOK COUNTY CLERK:			352.00
CORE & MAIN LP	2 INCH METER HEAD	PUBLIC WORKS	345.16
CORE & MAIN LP	WATER MAIN CLAMPS	PUBLIC WORKS	1,570.05
CORE & MAIN LP	WATER MAIN CLAMPS	PUBLIC WORKS	286.64
CORE & MAIN LP	MATERIAL RETURN	PUBLIC WORKS	1,817.45-
CORE & MAIN LP	MATERIAL RETURN	PUBLIC WORKS	744.62-
CORE & MAIN LP	WATER MAIN CLAMPS	PUBLIC WORKS	5,570.96
CORE & MAIN LP	3/4 INCH CORPS	PUBLIC WORKS	703.40
CORE & MAIN LP	WATER MAIN CLAMPS	PUBLIC WORKS	3,846.46
CORE & MAIN LP	WATER MAIN CLAMPS	PUBLIC WORKS	859.92
Total CORE & MAIN LP:			10,620.52
CORE INTEGRATED MARKETIN	FALL FEST BANNER	MANAGER'S OFFICE	260.00
Total CORE INTEGRATED MARKETING:			260.00
DELTA SONIC CAR WASH	VEHICLE WASHES	PUBLIC WORKS	359.82

Name	Description	DEPARTMENT	Net Invoice Amount
Total DELTA SONIC CAR WASH:			359.82
DMC SECURITY SERVICE	ALARM MONITORING SERVICES	PUBLIC WORKS	66.00
DMC SECURITY SERVICE	ALARM MONITORING SERVICES	PUBLIC WORKS	132.00
Total DMC SECURITY SERVICE:			198.00
DOMINIC RUFFALO IV	FARMERS MARKET ENTERTAINMENT	MANAGER'S OFFICE	200.00
Total DOMINIC RUFFALO IV:			200.00
E-COM	DEC 22-JAN 23 OPERATING CHARGE	POLICE DEPARTMENT	131,330.74
Total E-COM:			131,330.74
EMS DEPARTMENT	FULL TIME TRAINING	FIRE DEPARTMENT	60.00
Total EMS DEPARTMENT:			60.00
ERNEST GLOVER	WATER DEPOSIT REFUND	ASSETS	94.58
Total ERNEST GLOVER:			94.58
EXPERT CHEMICAL	DISPOSABLE COMMODITIES	PUBLIC WORKS	311.15
EXPERT CHEMICAL	DISPOSABLE COMMODITIES	PUBLIC WORKS	185.75
Total EXPERT CHEMICAL:			496.90
FEDERAL EXPRESS	EXPRESS POSTAGE FEES	MANAGER'S OFFICE	104.86
Total FEDERAL EXPRESS:			104.86
FIRE SERVICE INC	MAINTENANCE AGREEMENT	FIRE DEPARTMENT	1,625.00
FIRE SERVICE INC	VEHICLE MAINT - FD	FIRE DEPARTMENT	5,756.00
FIRE SERVICE INC	VEHICLE PARTS - FD	FIRE DEPARTMENT	4,963.87
Total FIRE SERVICE INC:			12,344.87
FIRST MIDWEST BANK/FINANC	IGFOA CONFERENCE HOTEL	MANAGER'S OFFICE	220.80
FIRST MIDWEST BANK/FINANC	CONDOLENCES	MANAGER'S OFFICE	207.95
FIRST MIDWEST BANK/FINANC	CONDOLENCES	MANAGER'S OFFICE	52.95
FIRST MIDWEST BANK/FINANC	FRAMED RESOLUTION	MANAGER'S OFFICE	38.89
Total FIRST MIDWEST BANK/FINANCE:			520.59
FIRST MIDWEST BANK/FIRE	UNIFORMS	FIRE DEPARTMENT	267.90
FIRST MIDWEST BANK/FIRE	FD OPEN HOUSE SUPPLIES	FIRE DEPARTMENT	329.90
FIRST MIDWEST BANK/FIRE	OFFICE SUPPLIES	FIRE DEPARTMENT	31.95
FIRST MIDWEST BANK/FIRE	OFFICE SUPPLIES	FIRE DEPARTMENT	61.83
FIRST MIDWEST BANK/FIRE	CHILI COOK OFF SUPPLIES	MANAGER'S OFFICE	107.94
FIRST MIDWEST BANK/FIRE	VEHICLE PARTS FD	FIRE DEPARTMENT	64.63
Total FIRST MIDWEST BANK/FIRE:			864.15
FIRST MIDWEST BANK/MGRS	LUNCHEON	MANAGER'S OFFICE	69.63
FIRST MIDWEST BANK/MGRS	BAG FOR WITCHES NIGHT OUT	MANAGER'S OFFICE	40.32

Name	Description	DEPARTMENT	Net Invoice Amount
FIRST MIDWEST BANK/MGRS	HARD DRIVE REPLACEMENT FOR NAS	MANAGER'S OFFICE	75.00
FIRST MIDWEST BANK/MGRS	MEMBERSHIPS/SUBSCRIPTIONS	MANAGER'S OFFICE	70.00
FIRST MIDWEST BANK/MGRS	TV SERVICE - PW	MANAGER'S OFFICE	12.61
FIRST MIDWEST BANK/MGRS	TV SERVICE - PD	MANAGER'S OFFICE	4.20
FIRST MIDWEST BANK/MGRS	TV SERVICE - VH	MANAGER'S OFFICE	6.30
FIRST MIDWEST BANK/MGRS	TV SERVICE - VH	MANAGER'S OFFICE	6.30
FIRST MIDWEST BANK/MGRS	PHONE/INTERNET SERVICE - BCTC	MANAGER'S OFFICE	237.91
FIRST MIDWEST BANK/MGRS	PHONE/INTERNET SERVICE - L&M	MANAGER'S OFFICE	419.26
FIRST MIDWEST BANK/MGRS	PHONE/INTERNET SERVICE - 183RD AND STEWART	MANAGER'S OFFICE	147.98
FIRST MIDWEST BANK/MGRS	INTERNET SERVICE - SCIENCE CTR	MANAGER'S OFFICE	151.85
FIRST MIDWEST BANK/MGRS	INTERNET SERVICE - HSC	MANAGER'S OFFICE	151.85
FIRST MIDWEST BANK/MGRS	FAX SERVICE - PW SCADA	MANAGER'S OFFICE	250.72
FIRST MIDWEST BANK/MGRS	FAX SERVICE - VH	MANAGER'S OFFICE	153.49
FIRST MIDWEST BANK/MGRS	FAX SERVICE - PD/FD	MANAGER'S OFFICE	90.79
FIRST MIDWEST BANK/MGRS	HARD DRIVE REPLACEMENT FOR NAS	MANAGER'S OFFICE	67.99
FIRST MIDWEST BANK/MGRS	SHAREPOINT SUBSCRIPTIONS	MANAGER'S OFFICE	480.00
FIRST MIDWEST BANK/MGRS	ZOOM MONTHLY	MANAGER'S OFFICE	40.00
FIRST MIDWEST BANK/MGRS	APPLE MUSIC	MANAGER'S OFFICE	9.99
Total FIRST MIDWEST BANK/MGRS:			2,486.19
FIRST MIDWEST BANK/POLICE	HIGH RISK PATROL OPERATIONS INSTRUCTOR	POLICE DEPARTMENT	850.00
FIRST MIDWEST BANK/POLICE	CELL PHONE BOOSTER	POLICE DEPARTMENT	249.99
FIRST MIDWEST BANK/POLICE	CROSSING GUARD VESTS	POLICE DEPARTMENT	24.65
FIRST MIDWEST BANK/POLICE	CROSSING GUARD VESTS	POLICE DEPARTMENT	47.82
FIRST MIDWEST BANK/POLICE	OFFICE SUPPLIES	POLICE DEPARTMENT	41.98
FIRST MIDWEST BANK/POLICE	BACKGROUND CHECKS	POLICE DEPARTMENT	193.15
FIRST MIDWEST BANK/POLICE	RETIREMENT LUNCH	POLICE DEPARTMENT	100.50
FIRST MIDWEST BANK/POLICE	POLICE LATERAL ADVERTISING	MANAGER'S OFFICE	295.00
FIRST MIDWEST BANK/POLICE	PD ENVELOPES	POLICE DEPARTMENT	941.60
FIRST MIDWEST BANK/POLICE	OFFICE SUPPLIES	POLICE DEPARTMENT	979.71
FIRST MIDWEST BANK/POLICE	OFFICE SUPPLIES	POLICE DEPARTMENT	5.31
FIRST MIDWEST BANK/POLICE	OFFICE SUPPLIES	POLICE DEPARTMENT	57.42
FIRST MIDWEST BANK/POLICE	POLICE LATERAL ADVERTISING	MANAGER'S OFFICE	348.00
Total FIRST MIDWEST BANK/POLICE:			4,135.13
FIRST MIDWEST BANK/PUBLIC	BLDNG SUPPLIES	PUBLIC WORKS	26.15
FIRST MIDWEST BANK/PUBLIC	BLDNG SUPPLIES	PUBLIC WORKS	21.79
FIRST MIDWEST BANK/PUBLIC	WINTER TRAINING	PUBLIC WORKS	100.00
FIRST MIDWEST BANK/PUBLIC	WATER SERVICE	PUBLIC WORKS	147.72
FIRST MIDWEST BANK/PUBLIC	ELECTRICAL CORDS FOR HOLIDAY DECOR CBD	PUBLIC WORKS	285.58
FIRST MIDWEST BANK/PUBLIC	BLDNG SUPPLIES	PUBLIC WORKS	193.75
FIRST MIDWEST BANK/PUBLIC	BLDNG SUPPLIES	PUBLIC WORKS	109.94
FIRST MIDWEST BANK/PUBLIC	BLDNG SUPPLIES	PUBLIC WORKS	97.87
FIRST MIDWEST BANK/PUBLIC	CABINET	PUBLIC WORKS	258.00
FIRST MIDWEST BANK/PUBLIC	TRAINING	PUBLIC WORKS	48.00
FIRST MIDWEST BANK/PUBLIC	TRAINING CLASS	PUBLIC WORKS	695.00
FIRST MIDWEST BANK/PUBLIC	BLDNG SUPPLIES	PUBLIC WORKS	52.58
Total FIRST MIDWEST BANK/PUBLIC WORKS:			2,036.38
FLEET SAFETY SUPPLY	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	275.09
Total FLEET SAFETY SUPPLY:			275.09
FORD OF HOMEWOOD	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	41.00

Name	Description	DEPARTMENT	Net Invoice Amount
FORD OF HOMEWOOD	WATER DEPARTMENT REPAIR PARTS	PUBLIC WORKS	137.50
FORD OF HOMEWOOD	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	96.90
FORD OF HOMEWOOD	UTILITY TRUCK REPAIR PARTS	PUBLIC WORKS	223.15
FORD OF HOMEWOOD	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	33.49
FORD OF HOMEWOOD	UTILITY DEPT REPAIR PARTS	PUBLIC WORKS	42.82
FORD OF HOMEWOOD	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	732.51
FORD OF HOMEWOOD	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	68.16
FORD OF HOMEWOOD	VEHICLE PARTS - FD	FIRE DEPARTMENT	84.96
FORD OF HOMEWOOD	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	100.50
FORD OF HOMEWOOD	VEHICLE MAINTENANCE	FIRE DEPARTMENT	535.50
FORD OF HOMEWOOD	VEHICLE PARTS - FD	FIRE DEPARTMENT	624.95
FORD OF HOMEWOOD	ACCIDENT REPAIR	PUBLIC WORKS	4,124.36
Total FORD OF HOMEWOOD:			6,845.80
GFC LEASING	COPIER/PRINTER LEASE	MANAGER'S OFFICE	944.24
Total GFC LEASING:			944.24
GLENN B JAROL	DISPOSABLE COMMODITIES	PUBLIC WORKS	149.45
Total GLENN B JAROL:			149.45
GMX MIDLAND HOMEWOOD IL,	PLACES FOR EATING TAX REBATE	MANAGER'S OFFICE	9,415.13
Total GMX MIDLAND HOMEWOOD IL, LLC:			9,415.13
GORDON FLESCH CO, INC	MONTHLY PRINTER MAINTENANCE	MANAGER'S OFFICE	88.00
GORDON FLESCH CO, INC	MTHLY PRINTING FEES ALL COPY MACHINES	MANAGER'S OFFICE	772.00
Total GORDON FLESCH CO, INC:			860.00
GRAINGER INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	95.80
Total GRAINGER INC:			95.80
HELSEL JEPPERSON ELECTRI	LIFT STATION SUPPLIES	PUBLIC WORKS	1,018.20
HELSEL JEPPERSON ELECTRI	ELECTRICAL SUPPLIES	PUBLIC WORKS	31.00
Total HELSEL JEPPERSON ELECTRICAL:			1,049.20
HF CHRONICLE	BUILDING CLERK AD	MANAGER'S OFFICE	101.20
Total HF CHRONICLE:			101.20
HISKES, DILLNER, O'DONNELL	CONTRACT/CONSULTING SERVICE	MANAGER'S OFFICE	1,666.04
Total HISKES, DILLNER, O'DONNELL:			1,666.04
HOME CLEANING CENTER OF	BCTC MONTHLY CLEANING	POLICE DEPARTMENT	270.00
Total HOME CLEANING CENTER OF AM:			270.00
HOMER TREE CARE, INC	TREE REMOVALS	PUBLIC WORKS	4,050.00
Total HOMER TREE CARE, INC:			4,050.00

Name	Description	DEPARTMENT	Net Invoice Amount
HOMEWOOD DISPOSAL	OPERATING SUPPLIES	PUBLIC WORKS	50.00
HOMEWOOD DISPOSAL	STREET SWEEPING FALL FEST	MANAGER'S OFFICE	195.99
HOMEWOOD DISPOSAL	DEBRIS PICK UP	FIRE DEPARTMENT	20.00
HOMEWOOD DISPOSAL	STREET SWEEPING	PUBLIC WORKS	156.79
Total HOMEWOOD DISPOSAL:			422.78
IL ASSN C.O.P.	ANNUAL MEMBERSHIP - MCGRATH	POLICE DEPARTMENT	115.00
IL ASSN C.O.P.	POLICE APPLICANT TESTING MATERIALS	MANAGER'S OFFICE	186.93
Total IL ASSN C.O.P.:			301.93
IL CITY/COUNTY MANAGEMENT	COMMUNICATION TRAINING	MANAGER'S OFFICE	105.00
Total IL CITY/COUNTY MANAGEMENT ASSOC:			105.00
ILLINOIS CENTRAL SWEEPING	STREET SWEEPING	PUBLIC WORKS	1,620.00
Total ILLINOIS CENTRAL SWEEPING:			1,620.00
INTERSTATE BATTERY	POLICE DEPT UTILITY BATTERY	PUBLIC WORKS	136.95
Total INTERSTATE BATTERY:			136.95
JAMES FINFROCK	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	416.00
Total JAMES FINFROCK:			416.00
JOHN RASMAS	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	74.98
Total JOHN RASMAS:			74.98
JONES PARTS & SERVICE INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	275.00
JONES PARTS & SERVICE INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	108.32
JONES PARTS & SERVICE INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	259.62
JONES PARTS & SERVICE INC	PLOW TRUCK OIL COOLER	PUBLIC WORKS	1,500.89
Total JONES PARTS & SERVICE INC:			2,143.83
JUSTFOIA, INC.	FOIA SOFTWARE	MANAGER'S OFFICE	6,564.33
Total JUSTFOIA, INC.:			6,564.33
JUSTIN BLACKBURN	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	502.60
Total JUSTIN BLACKBURN:			502.60
KEITH LEWIS	WATER DEPOSIT REFUND	ASSETS	77.84
Total KEITH LEWIS:			77.84
LANER MUCHIN, LTD	RETAINER/LABOR RELATIONS	MANAGER'S OFFICE	4,274.97
Total LANER MUCHIN, LTD:			4,274.97
LBM TOOLS LLC	VEHICLE MAINT DEPT TOOLS	PUBLIC WORKS	291.50
LBM TOOLS LLC	VEHICLE MAINT DEPT TOOLS	PUBLIC WORKS	335.50

Name	Description	DEPARTMENT	Net Invoice Amount
Total LBM TOOLS LLC:			627.00
LOGSDON CONSULTATION	CONTRACTUAL SERVICES - FD	FIRE DEPARTMENT	350.00
Total LOGSDON CONSULTATION:			350.00
LOTT #1 INC	PRISONER MEALS	POLICE DEPARTMENT	93.48
Total LOTT #1 INC:			93.48
M E SIMPSON CO INC	WATER LEAK DETECTION	PUBLIC WORKS	770.00
Total M E SIMPSON CO INC:			770.00
MARLENE MILLER	BOOT REIMB - LM SEASONAL EMPLOYEE	PUBLIC WORKS	16.23
Total MARLENE MILLER:			16.23
MENARDS INC	WATER PLANT 3 SUPPLIES	PUBLIC WORKS	408.72
MENARDS INC	UTILITY DEPT LIGHT REPAIR	PUBLIC WORKS	124.75
MENARDS INC	TRUCK SUPPLIES	PUBLIC WORKS	37.55
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	184.76
MENARDS INC	SHOP SUPPLIES	PUBLIC WORKS	111.48
MENARDS INC	CHRISTMAS SUPPLIES	PUBLIC WORKS	341.22
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	25.73
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	195.10
MENARDS INC	SPRINKLER REPAIR	PUBLIC WORKS	8.24
MENARDS INC	OPERATING SUPPLIES	FIRE DEPARTMENT	22.10
MENARDS INC	OPERATING SUPPLIES FD	FIRE DEPARTMENT	45.24
MENARDS INC	OPERATING SUPPLIES	PUBLIC WORKS	217.41
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	72.46
MENARDS INC	SPRINKLER REPAIR	PUBLIC WORKS	4.74
MENARDS INC	OPERATING SUPPLIES	FIRE DEPARTMENT	4.99
MENARDS INC	WORK LIGHT	PUBLIC WORKS	129.99
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	186.94
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	109.74
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	37.31
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	11.37
Total MENARDS INC:			2,279.84
METROPOLITAN INDUSTRIES I	WATER PLANT 2 FILL VALVE	PUBLIC WORKS	390.00
METROPOLITAN INDUSTRIES I	WATER PLANT 2 PUMP 3 REPAIR	PUBLIC WORKS	585.00
Total METROPOLITAN INDUSTRIES INC:			975.00
MICHAEL BARTELSSEN	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	395.14
Total MICHAEL BARTELSSEN:			395.14
MICHAEL KOZLOWSKI	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	368.28
Total MICHAEL KOZLOWSKI:			368.28
MICHAEL NICKOLAOU	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	152.32

Name	Description	DEPARTMENT	Net Invoice Amount
Total MICHAEL NICKOLAOU:			152.32
MISSIONSQUARE RETIREMENT	IN-SERVICE BENEFIT FEE - Q3 2022	POLICE DEPARTMENT	705.00
Total MISSIONSQUARE RETIREMENT:			705.00
MONARCH AUTO SUPPLY	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	21.32
MONARCH AUTO SUPPLY	STREET DEPT REPAIR PARTS	PUBLIC WORKS	14.39
MONARCH AUTO SUPPLY	VEHICLE MAINT DEPARTMENT SUPPLIES	PUBLIC WORKS	44.88
MONARCH AUTO SUPPLY	VEHICLE MAINT DEPARTMENT SUPPLIES	PUBLIC WORKS	133.89
MONARCH AUTO SUPPLY	VEHICLE MAINT DEPARTMENT SUPPLIES	PUBLIC WORKS	217.09
MONARCH AUTO SUPPLY	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	179.57
MONARCH AUTO SUPPLY	STREET DEPT REPAIR PARTS	PUBLIC WORKS	57.78
MONARCH AUTO SUPPLY	UTILITY REPAIR PARTS	PUBLIC WORKS	12.85
MONARCH AUTO SUPPLY	UTILITY REPAIR PARTS	PUBLIC WORKS	22.16
MONARCH AUTO SUPPLY	VEHICLE MAINTENANCE SUPPLIES	PUBLIC WORKS	36.78
MONARCH AUTO SUPPLY	UTILITY TRUCK SERPENTINE BELT	PUBLIC WORKS	77.39
MONARCH AUTO SUPPLY	BM REPAIR PARTS	PUBLIC WORKS	23.82
MONARCH AUTO SUPPLY	BM REPAIR PARTS	PUBLIC WORKS	7.94
MONARCH AUTO SUPPLY	PLOW TRUCK HEADLIGHT	PUBLIC WORKS	11.99
MONARCH AUTO SUPPLY	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	9.20
MONARCH AUTO SUPPLY	VEHICLE MAINT DEPARTMENT SUPPLIES	PUBLIC WORKS	21.18
Total MONARCH AUTO SUPPLY:			892.23
MUNICIPAL SYSTEMS LLC	MOVE/ABC HEARING COMMISSION	POLICE DEPARTMENT	2,356.30
MUNICIPAL SYSTEMS LLC	ADMINISTRATIVE HEARING COMMISSION	POLICE DEPARTMENT	742.00
Total MUNICIPAL SYSTEMS LLC:			3,098.30
NERISSA MAJOR	CIVIC SYMPOSIUM	MANAGER'S OFFICE	261.38
Total NERISSA MAJOR:			261.38
NEXUS CONSULTING SERVICE	SECURITY DEPOSIT RETURN	PUBLIC WORKS	1,750.00
Total NEXUS CONSULTING SERVICES:			1,750.00
ODP BUSINESS SOLUTIONS LL	OFFICE SUPPLIES	MANAGER'S OFFICE	60.82
Total ODP BUSINESS SOLUTIONS LLC:			60.82
RED WING BUSINESS ADVANT	WORK BOOTS	PUBLIC WORKS	441.98
RED WING BUSINESS ADVANT	UNIFORMS	FIRE DEPARTMENT	124.94
Total RED WING BUSINESS ADVANTAGE:			566.92
REILLY, PENNER & BENTON, LL	APRIL 30 2022 FIRE PENSION FUND AUDIT	MANAGER'S OFFICE	5,500.00
REILLY, PENNER & BENTON, LL	FIRE PENSION AUDIT 4/30/22	MANAGER'S OFFICE	5,500.00
Total REILLY, PENNER & BENTON, LLP:			11,000.00
RELIANCE SAFETY LANE & SE	VEHICLE MAINT - FD	FIRE DEPARTMENT	32.50
RELIANCE SAFETY LANE & SE	VEHICLE MAINT - FD	FIRE DEPARTMENT	49.50

Name	Description	DEPARTMENT	Net Invoice Amount
Total RELIANCE SAFETY LANE & SERVICE:			82.00
RON ROBY	REFUND OF LIEN	MANAGER'S OFFICE	240.12
Total RON ROBY:			240.12
RONALD J. NIXON	FARMERS MARKET WEAR	MANAGER'S OFFICE	77.00
RONALD J. NIXON	CROSSING GUARD VESTS	POLICE DEPARTMENT	44.55
RONALD J. NIXON	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	12.50
RONALD J. NIXON	EMBROIDERY	PUBLIC WORKS	30.00
Total RONALD J. NIXON:			164.05
SEBIS - POSTAGE	SEBIS POSTAGE	PUBLIC WORKS	2,822.68
Total SEBIS - POSTAGE:			2,822.68
SEBIS DIRECT, INC	SEBIS DIRECT	PUBLIC WORKS	720.01
Total SEBIS DIRECT, INC:			720.01
SERVICE SANITATION, INC	RESTROOMS FOR FALL FEST	MANAGER'S OFFICE	1,390.00
Total SERVICE SANITATION, INC:			1,390.00
SOUND INCORPORATED	MONTHLY SERVICE FEE - DOOR ACCESS	MANAGER'S OFFICE	495.00
Total SOUND INCORPORATED:			495.00
SOUTH SUBURBAN HUMANE S	ANIMAL IMPOUND FEES	POLICE DEPARTMENT	350.00
Total SOUTH SUBURBAN HUMANE SOCIETY:			350.00
STANDARD EQUIPMENT CO	SEWER JET HOSE	PUBLIC WORKS	1,922.40
STANDARD EQUIPMENT CO	STREET DEPARTMENT VACTOR PARTS	PUBLIC WORKS	1,376.35
Total STANDARD EQUIPMENT CO:			3,298.75
STEVE PLOUM	FAMERS MARKET ENTERTAINMENT 2022	MANAGER'S OFFICE	250.00
Total STEVE PLOUM:			250.00
STRYKER SALES CORPORATIO	MEDICAL SUPPLIES - FD	FIRE DEPARTMENT	108.58
STRYKER SALES CORPORATIO	MEDICAL SUPPLIES - FD	FIRE DEPARTMENT	401.00
STRYKER SALES CORPORATIO	MEDICAL SUPPLIES - FD	FIRE DEPARTMENT	426.00
Total STRYKER SALES CORPORATION:			935.58
THE BREWER COMPANY	OPERATING SUPPLIES - PW	PUBLIC WORKS	132.00
Total THE BREWER COMPANY:			132.00
THE CHRISTMAS CAROLE	DEPOSIT - HOLIDAY LIGHTS CAROLERS	MANAGER'S OFFICE	675.00
Total THE CHRISTMAS CAROLE:			675.00

Name	Description	DEPARTMENT	Net Invoice Amount
THIRD DISTRICT FIRE CHIEFS	MABAS FEES	FIRE DEPARTMENT	1,818.00
Total THIRD DISTRICT FIRE CHIEFS ASSN:			1,818.00
TRACE ANALYTICS INC	BREATHING APPARATUS - FD	FIRE DEPARTMENT	89.00
Total TRACE ANALYTICS INC:			89.00
TRAFFIC CONTROL & PROTEC	BARRICADES, CONES & MISC - PW	PUBLIC WORKS	1,904.45
TRAFFIC CONTROL & PROTEC	SIGN MATERIALS - PW	PUBLIC WORKS	480.00
Total TRAFFIC CONTROL & PROTECTION:			2,384.45
TRONC	LEGAL NOTICES	MANAGER'S OFFICE	192.00
Total TRONC:			192.00
TRUGREEN	N VIADUCT WEEDS	PUBLIC WORKS	86.00
Total TRUGREEN:			86.00
UNITED RENTALS NORTH AME	SCISSOR LIFT RENTAL	FIRE DEPARTMENT	845.44
Total UNITED RENTALS NORTH AMERICA INC:			845.44
USA BLUEBOOK	MARKING PAINT	PUBLIC WORKS	101.31
USA BLUEBOOK	MARKING PAINT	PUBLIC WORKS	147.90
Total USA BLUEBOOK:			249.21
VERIZON CONNECT NWF INC.	STREET DEPT PLOW TRUCK GPS	PUBLIC WORKS	249.47
Total VERIZON CONNECT NWF INC.:			249.47
VERIZON WIRELESS	MOBILE PHONE SERVICE-ALL DEPTS	MANAGER'S OFFICE	601.72
Total VERIZON WIRELESS:			601.72
VERONICA GUERRERO	WATER DEPOSIT REFUND	ASSETS	35.80
Total VERONICA GUERRERO:			35.80
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	PUBLIC WORKS	40.51
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	PUBLIC WORKS	164.10
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	FIRE DEPARTMENT	108.91
WAREHOUSE DIRECT OFFICE	CALENDARS	MANAGER'S OFFICE	57.48
Total WAREHOUSE DIRECT OFFICE PDTS:			371.00
WEX BANK	FLEET FUEL CARD	PUBLIC WORKS	869.79
Total WEX BANK:			869.79
WEX HEALTH, INC	FSA FEE SEPT 2022	MANAGER'S OFFICE	297.50
Total WEX HEALTH, INC:			297.50

Name	Description	DEPARTMENT	Net Invoice Amount
WORKING WELL	RECRUITMENT/PD CLERK	MANAGER'S OFFICE	195.00
WORKING WELL	RECRUITMENT/MGR OFFICE	MANAGER'S OFFICE	115.00
Total WORKING WELL:			310.00
Grand Totals:			421,980.82

Dated: _____

Village Clerk: _____



BOARD AGENDA MEMORANDUM

DATE OF MEETING: October 25, 2022

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

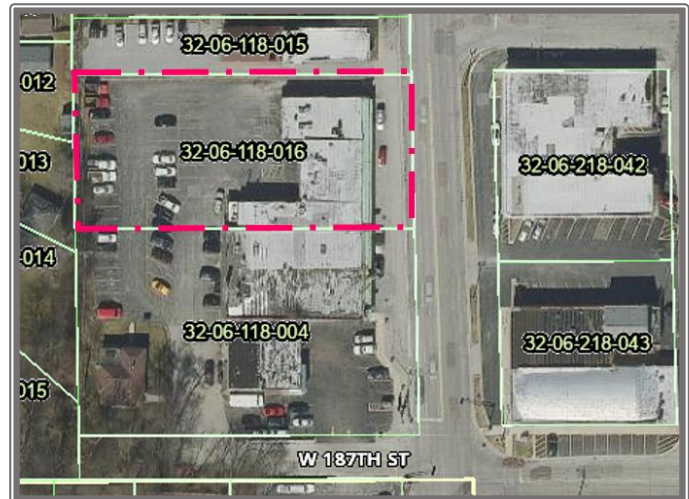
From: Angela Mesaros, Director of Economic and Community Development

Topic: Special Use Permit for a Salon/Spa Establishment in B-2 Community Business District for “NuSole Wellness Spa, LLC” at 18664 Dixie Highway

PURPOSE

The applicant, Niya Thompson, is requesting a Special Use Permit to operate a Salon/Spa in the B-2 Community Business District for her business, “NuSole Wellness Spa, LLC”. The proposed business will occupy approximately 1,430 s.f. of the existing multi-tenant building on the west side of Dixie Highway in the Southgate commercial district.

The Homewood Zoning Ordinance classifies salon/spa uses as a special use in the B-2 Community Business District. The special use permit process allows for careful evaluation of each requested permit individually to consider the impact of the proposed use on neighboring properties and the public need for the proposed use at the subject location.



PROCESS

The proposed space is currently vacant. Other uses on the property include professional services (insurance agency, driving school), indoor amusement (rage room), retail (custom t-shirts), and a vacant bakery. The applicant proposes to open a nail salon providing services associated with medical conditions. The application includes a narrative description of the proposed business, and the applicant provided a draft of her marketing brochure to provide more detail about how her services differ from common cosmetic services.

The zoning ordinance requires two parking spaces per chair plus one parking space per employee for a beauty salon. The salon will include three chairs, each for a different service treatment, and three employees. Therefore, nine parking spaces would be required (3 chairs x



2) 6 + 3 employees = 9). Parking on the subject property is sufficient to accommodate the required parking, with the existing uses (including the currently vacant restaurant/bakery space).

The applicant plans to operate her business through appointments only and would serve as the primary technician on-staff.

On October 13, 2022 the Planning and Zoning Commission considered the request for a special use permit in a public hearing. All seven commission members were present and voted unanimously to recommend approval of the special use permit for NuSole Wellness Spa, LLC at 18664 Dixie Highway, subject to the condition that the business owner, Niya Thompson, receive all required certifications.

OUTCOME

The Planning and Zoning Commission reviewed the application, heard testimony by the applicant's representative, and considered the applicant's response to the Standards for a Special Use. The following Findings of Fact were incorporated into the record:

1. The subject property is located at 18664 Dixie Highway, in the B-2 Community Business District.
2. The applicant, Niya Thompson, is the business owner and has authorization of the property owner, EMA Building Corporation, to request the special use permit to operate a salon/spa establishment.
3. A salon/spa is a special use in the B-2 Community Business District per Table 44-175.1 of the Homewood Zoning Ordinance.
4. The proposed establishment will be approximately 560 s.f. and include three treatment chairs; the required parking can be accommodated on the site.

FINANCIAL IMPACT

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

LEGAL REVIEW

Completed

RECOMMENDED BOARD ACTION

Pass an ordinance granting a Special Use Permit for a Salon/Spa Establishment in the B-2 Community Business District for "NuSole Wellness Spa, LLC" at 18664 Dixie Highway.

VILLAGE OF HOMEWOOD

Item 9. A.



ATTACHMENTS

Ordinance

ORDINANCE NO. M - 2230

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT
TO ALLOW THE OPERATION OF A SALON/SPA ESTABLISHMENT FOR
“NUSOLE WELLNESS SPA, LLC”
AT 18664 DIXIE HIGHWAY, HOMEWOOD, COOK COUNTY, ILLINOIS**

WHEREAS, 65 ILCS 5/11-13-1.1 authorizes the granting of a special use by passage of an Ordinance; and

WHEREAS, Niya Thompson, proprietor of “NuSole Wellness Spa, LLC” has requested a special use permit for a salon/spa establishment to operate a medical pedicure establishment at 18664 Dixie Highway; and

WHEREAS, E.M.A. Building Corporation, owner of the subject property has authorized such request for a special use; and

WHEREAS, this business is classified in the Homewood Zoning Ordinance as a special use in the B-2 Community Business District; and

WHEREAS, the Homewood Planning and Zoning Commission reviewed and considered the request at its regular meeting on October 13, 2022 and by a vote 7-0 unanimously recommended approval of the requested special use; and

WHEREAS, the President and Board of Trustees of the Village of Homewood, Cook County, Illinois deem it appropriate and are willing to grant a special use permit, subject to the terms and provisions hereof.

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

SECTION ONE – INCORPORATION OF RECITALS:

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

SECTION TWO – FINDINGS OF FACT:

1. The subject property is located at 18664 Dixie Highway, in the B-2 Community Business District.
2. The applicant, Niya Thompson, is the business owner and has authorization of the property owner, E.M.A. Building Corporation, to request the special use permit to operate a salon/spa establishment.
3. A salon/spa is a special use in the B-2 Community Business District per Table 44-175.1 of the Homewood Zoning Ordinance.
4. The proposed establishment will be approximately 560 sf and include three treatment chairs; the required parking can be accommodated on the site.

SECTION THREE – LEGAL DESCRIPTION:

The subject property is legally described as follows:

The North 113 feet of the South 263 feet of that part of the Southeast Quarter of the Northwest Quarter of section 6, Township 35 North, Range 14, East of the Third principal Meridian, described as follows: beginning at a point which is 33 feet north and 33 feet west of the Southeast corner of said Southeast Quarter of the Northwest Quarter thence north parallel with the East line of said Southeast Quarter of the Northwest Quarter 869 feet, thence west parallel to the North line of said Southeast Quarter of the Northwest Quarter 250.65 feet; thence South 869 feet, thence East 250.65 feet to the point of beginning
and

That part of the Southeast Quarter of the Northwest Quarter of section 6, Township 35 North, Range 14, East of the Third principal Meridian, described as follows: beginning at a point which is 33 feet north and 33 feet west of the Southeast corner of said Southeast Quarter of the Northwest Quarter of section 6 aforesaid; thence north parallel with the East line of said Southeast Quarter of the Northwest Quarter aforesaid 150 feet; thence West parallel with the North line of said Southeast Quarter of the Northwest Quarter aforesaid, 250.65 feet; thence South 150 feet; thence East 250.65 feet to the point of beginning, containing 86/100 of an acre more or less.

Permanent Index Number: 32-06-118-016-0000 and 32-06-1178-004-0000

Common Address: 18664 Dixie Highway
Homewood, IL 60430

SECTION FOUR – ISSUANCE OF SPECIAL USE PERMIT:

A special use permit is hereby granted to Niya Thompson to operate a salon/spa establishment for medical pedicures at the above-described property.

SECTION FIVE – CONDITIONS:

The business owner, Niya Thompson, must provide proof that she has obtained all certifications required by the State of Illinois for operating a pedicure salon.

SECTION SIX – DOCUMENTS TO BECOME A PART OF THIS ORDINANCE:

The following documents are hereby made part of this Ordinance:

The Homewood Planning and Zoning Commission minutes of October 13, 2022, as they relate to the subject zoning.

The Homewood Village Board minutes of October 25, 2022, as they relate to this ordinance.

SECTION SEVEN – RECORDING:

The Village Attorney shall cause this Ordinance without attachments to be recorded in the Office of the Cook County Clerk – Recording Division.

PASSED and APPROVED this 25th day of October 2022.

Village President

Village Clerk

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



BOARD AGENDA MEMORANDUM

DATE OF MEETING: October 25, 2022

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Angela Mesaros, Director of Economic and Community Development

Topic: Economic Development Incentives – 18676 Dixie Highway

PURPOSE

As an integral component of the Tax Increment Financing Districts (TIF), the Village created the Façade and Property program to leverage private investment with public funds. The program provides financial assistance for the improvement and maintenance of existing commercial buildings to increase the assessed valuation and marketability of the area. One of the goals of this program is to promote the revitalization of properties and assist with upgrades to buildings.

PROCESS

In 2000, the Village established the Southgate Tax Increment Financing District. The funds available in the Southgate TIF District from the current fund balance are \$169,888. A large portion of this balance is dedicated to incentives for Maple Tree Inn and improvements to the Village-owned public parking lot. The remaining amount that is not committed to specific projects is \$22,901 per the 4/30/2022 audit of the Southgate TIF fund.

EMA Building Corporation has applied for incentives to offset the cost of improvements to the building for the re-occupancy of a tenant space at 18676 Dixie Highway. The applicant has submitted three quotes for improvements, which include constructing new flooring, doors, and signage. The cost of the lowest bids for the proposed renovations is estimated to be approximately \$22,500.

Staff reviewed this application for eligibility under the Façade and Property Improvement Program. Private investment must be greater than \$1,500 (exclusive of Village funding). This program allows for reimbursement of up to 50% of the eligible costs with a maximum reimbursement of \$25,000.

OUTCOME

Staff is recommending approval of \$11,250 from the Southgate TIF Incentive Program to cover 50% of the cost.



In developing the recommendation, staff considered the following:

- The project is an update to the interior and exterior of a building that is in need of significant upgrades and has had multiple vacancies for many years.
- The recommended funding would be used to make permanent improvements to the building that will increase the long-term viability of the space.

FINANCIAL IMPACT

- **Funding Source:** Southgate Tax Increment Financing (TIF) Fund
- **Budgeted Amount:** \$72,000
- **Cost:** \$11,250

LEGAL REVIEW

Completed

RECOMMENDED BOARD ACTION

Authorize the Village President to enter into an agreement with EMA Building Corporation to provide financial assistance from the Southgate TIF Façade and Property Improvement Program in the amount of \$11,250 for building improvements at 18676 Dixie Highway.

ATTACHMENT(S)

Agreement between EMA Building Corporation and the Village of Homewood

**AGREEMENT TO REIMBURSE ELIGIBLE EXPENSES
FOR COMMERCIAL PROPERTY LOCATED AT 18676 DIXIE HIGHWAY
IN THE SOUTHGATE TAX INCREMENT FINANCING DISTRICT
OF THE VILLAGE OF HOMEWOOD, ILLINOIS**

This Agreement is made and entered on October 25, 2022, between Paul Henke, President of E.M.A. Building Corporation, ("Building Owner"), and the Village of Homewood, an Illinois municipal corporation ("Village").

WHEREAS, Building Owner has requested financial assistance from the Village to upgrade an existing space within a multi-tenant building in the village's B-2 community business district; and

WHEREAS, the Building Owner has obtained bids with the lowest bids for replacing flooring, doors, and signage, totaling \$22,500; and

WHEREAS, the Village is desirous of having the Building Owner update the property in compliance with current building codes, thereby enhancing the economic viability of the village and promoting public health and safety; and

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

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

WHEREAS, Section 11-74.4-4 of the Illinois Municipal Code (65 ILCS 5/11-74.4-4) authorizes a municipality to enter into a contract to renovate or rehabilitate an existing structure within a redevelopment project area.

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

1. As authorized by the President and Board of Trustees of the Village of Homewood on October 25, 2022, and subject to the terms of this Agreement, the Village of Homewood agrees to reimburse the Building Owner for the cost of certain rehabilitation work to be undertaken on the building commonly known as 18676 Dixie Highway, Homewood, Illinois ("Property"), located in the B-2 Community Business District as defined by the Homewood Zoning Ordinance. The legal description of the Property is attached as Exhibit A to this Agreement.

2. The work eligible for reimbursement ("Work") is described in Exhibit B to this Agreement. Building Owner has supporting bids to replace the flooring, door, and signage totaling \$22,500. The Village agrees to reimburse Building Owner \$11,250.00, representing fifty percent (50%) of the cost of said Work.

3. Building Owner shall be responsible for executing all contracts in connection with said Work and ensuring that the Work is completed in accordance with said contracts. The Building Owner shall furnish the Village with copies of all contracts for said Work. All Work shall comply with all local codes.

4. Within sixty (60) days of the completion of the Work contemplated under this agreement, the Building Owner shall submit a written reimbursement request to the Village's Community Development Department along with the following documentation:

- A. Copies of cancelled check(s) or other evidence that Building Owner has paid for the Work;
- B. Lien waivers from all general contractors, subcontractors, and materialmen who provided services or materials for the Work.

5. Failure to submit a written reimbursement request within sixty (60) days of the completion of the Work contemplated under this agreement shall be grounds for the Village to deny reimbursement. Building Owner's failure to submit a reimbursement request shall not constitute a default under this Agreement.

6. Changes, additions, revisions or deletions to the plans and/or construction documents originally submitted to the Village must be approved by the Village in writing. The Village will review such proposed changes within a reasonable time. However, the Village assumes no responsibility for any delay or additional cost incurred because of this requirement. Final construction shall comply with the approved plans.

7. Building Owner shall not be entitled to reimbursement from the Village under this Agreement if the final construction deviates from the previously approved plans and/or does not comply with all local codes.

8. Building Owner shall allow Village inspectors reasonable access to the Property to determine that the Work complies with the approved plans and local codes.

9. Building Owner shall require all contractors performing the Work to provide worker's compensation and liability insurance in amounts satisfactory to the Village, naming the Village and the Building Owner as additional insured.

10. Building Owner agrees to comply with all Federal, State, and local laws and regulations. Building Owner also agrees that it will notify all contractors and subcontractors of their obligation to comply with the Prevailing Wage Act if applicable.

11. Building Owner shall require each contractor to indemnify and hold the Village harmless from all claims arising out of this Agreement resulting from the Building Owner's or contractor's negligence, including claims for personal injury, wrongful death and property damage. Building Owner agrees to indemnify and hold the Village harmless from all such claims arising out of this Agreement resulting from the Building Owner's negligence or willful and wanton conduct.

12. Building Owner hereby agrees to complete Work within twelve (12) months of the execution of this agreement. Failure to complete said Work shall constitute a default under this Agreement.

13. Upon completion of the Work, the Building Owner hereby agrees to maintain the subject property, including landscaping, in compliance with all applicable Village codes. Failure to comply with Village codes constitutes a default under this Agreement.

14. Should either party be in default under this Agreement, the non-defaulting party shall give written notice of such default by certified mail with postage prepaid, or by personal delivery. Notice by certified mail shall be considered given when deposited in the United States mail. Should such default remain uncured twenty-one (21) days after the giving of such notice, the non-defaulting party shall have the right to terminate this Agreement by giving written notice of such termination in the same manner and under the same terms as the notice of default. Either party may also seek to enforce its rights under this Agreement as authorized by law.

15. Should either party initiate litigation against the other to enforce the terms of this Agreement, the successful litigant shall be entitled to recover court costs and reasonable attorney fees.

16. If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

17. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

18. This Agreement does not constitute a general obligation of the Village and Building Owner acknowledges that Village has no obligation hereunder to make any

payments to Building Owner from any other funds other than the Southgate Redevelopment Project Area Special Tax Allocation Fund (Southgate TIF).

19. In the event of a conflict in the provisions of the text of this Agreement and the exhibits attached hereto, the text of the Agreement shall control and govern.

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

21. A Memorandum of this Agreement substantially similar to Exhibit C shall be recorded by the Village and shall be binding on the Building Owner.

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

To the Village:

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

With a copy to:

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

To the Building Owner:

E.M.A. Building Corporation
Attn. Paul Henke
1177 Farwell Drive
Madison, WI 53704

With a copy to:

Angela Thomas
Thomas Photographic
18705 Dixie Highway
Homewood, IL 60430

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

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

VILLAGE OF HOMEWOOD

E.M.A. Building Corporation

By: _____
Village President

By: _____
Paul Henke, President

ATTEST:

Signed and sworn to before me on
_____, 2022

Village Clerk

Notary Public

EXHIBIT A

Legal Description:

The North 113 feet of the South 263 feet of that part of the Southeast Quarter of the Northwest Quarter of section 6, Township 35 North, Range 14, East of the Third principal Meridian, described as follows: beginning at a point which is 33 feet north and 33 feet west of the Southeast corner of said Southeast Quarter of the Northwest Quarter thence north parallel with the East line of said Southeast Quarter of the Northwest Quarter 869 feet, thence west parallel to the North line of said Southeast Quarter of the Northwest Quarter 250.65 feet; thence South 869 feet, thence East 250.65 feet to the point of beginning

and

That part of the Southeast Quarter of the Northwest Quarter of section 6, Township 35 North, Range 14, East of the Third principal Meridian, described as follows: beginning at a point which is 33 feet north and 33 feet west of the Southeast corner of said Southeast Quarter of the Northwest Quarter of section 6 aforesaid; thence north parallel with the East line of said Southeast Quarter of the Northwest Quarter aforesaid 150 feet; thence West parallel with the North line of said Southeast Quarter of the Northwest Quarter aforesaid, 250.65 feet; thence South 150 feet; thence East 250.65 feet to the point of beginning, containing 86/100 of an acre more or less.

Common Address: 18676 Dixie Highway

PINs: 32-06-118-004-0000
32-06-118-016-0000

EXHIBIT B

Description of Work	Cost
Replace Signage	\$1,249
Replace Floors	\$17,000
Install Door	\$4,250
TOTAL	\$22,500

MEMORANDUM OF AGREEMENT (EXHIBIT C)

On October 25, 2022, the VILLAGE OF HOMEWOOD, Cook County, Illinois (“VILLAGE”) and E.M.A. Building Corporation (“BUILDING OWNER”), entered into a Redevelopment Agreement covering the following property:

The North 113 feet of the South 263 feet of that part of the Southeast Quarter of the Northwest Quarter of section 6, Township 35 North, Range 14, East of the Third principal Meridian, described as follows: beginning at a point which is 33 feet north and 33 feet west of the Southeast corner of said Southeast Quarter of the Northwest Quarter thence north parallel with the East line of said Southeast Quarter of the Northwest Quarter 869 feet, thence west parallel to the North line of said Southeast Quarter of the Northwest Quarter 250.65 feet; thence South 869 feet, thence East 250.65 feet to the point of beginning
and

That part of the Southeast Quarter of the Northwest Quarter of section 6, Township 35 North, Range 14, East of the Third principal Meridian, described as follows: beginning at a point which is 33 feet north and 33 feet west of the Southeast corner of said Southeast Quarter of the Northwest Quarter of section 6 aforesaid; thence north parallel with the East line of said Southeast Quarter of the Northwest Quarter aforesaid 150 feet; thence West parallel with the North line of said Southeast Quarter of the Northwest Quarter aforesaid, 250.65 feet; thence South 150 feet; thence East 250.65 feet to the point of beginning, containing 86/100 of an acre more or less.

Common Address: 18676 Dixie Highway

PINs: 32-06-118-004-0000
32-06-118-016-0000

The Agreement provided reimbursement of certain eligible redevelopment costs concerning the subject property.

VILLAGE OF HOMEWOOD

E.M.A. BUILDING CORPORATION

By: _____

Richard A. Hofeld
Village President

By: _____

Paul Henke, President

Signed and sworn to before me by
Richard A. Hofeld on _____,
2022.

Signed and sworn to before me by Paul
Henke on _____, 2022.

Notary Public

Notary Public

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



BOARD AGENDA MEMORANDUM

DATE OF MEETING: October 25, 2022

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: John D. Schaefer, Director of Public Works

Topic: Bid Award – Leaf Collection Services

PURPOSE

For the past 30 years, the Village has provided an opportunity for residents to dispose of bagged leaves on their regular waste collection day without the required landscape waste stickers. This sticker-free leaf pickup program is intended to encourage residents to remove leaves from their property, thereby reducing the amount of leaves that collect in the streets and storm sewers. Less debris in the streets and sewers leads to less flooding and adds to the aesthetic appeal of the neighborhoods.

PROCESS

Public Works let out to bid for leaf pickup services, and received one bid from Homewood Disposal. The bid was publicly opened and read on October 11, 2022.

OUTCOME

The bid proposal requested a two-week pickup price as well as a three-week pickup price. Homewood Disposal submitted a price of \$24,000 for the two-week program, and \$27,150 for the three-week program. We have historically contracted with Homewood Disposal for a three-week leaf pickup, but the program has been reduced to two weeks for the past couple of years. Staff has decided to resume the standard three-week leaf pickup program this year for the dates of November 16, 23, and 30, 2022. The contract with Homewood Disposal includes two (2) one-year extensions, if agreed to by both parties.

FINANCIAL IMPACT

- **Funding Source:** General
- **Budgeted Amount:** \$30,000
- **Cost:** \$27,150

LEGAL REVIEW

Not required



RECOMMENDED BOARD ACTION

Award the bid for Contract Leaf Pickup Services to Homewood Disposal, Inc., of Homewood, IL in the amount of \$27,150 for a three-week leaf pickup program on November 16, 23, and 30, 2022, and two (2) one-year extensions of the contract, if agreed to by both parties.

ATTACHMENT(S)

Contract

CONTRACT

Village of Homewood
Leaf Pickup Program

Purchaser: Village of Homewood
an Illinois Municipal Corporation.

Seller/Contractor: Homewood Disposal Service, Inc.

THIS AGREEMENT is made on October 25, 2022 between the Village of Homewood (referred to as the "Village") and Homewood Disposal Service, Inc., its executors, administrators, successors or assigns (referred to as the "Contractor").

For and in consideration of the sum of Twenty Seven Thousand One Hundred and Fifty Dollars (\$27,150.00), the Contractor agrees to provide all labor, materials, and otherwise fully perform all requirements of the Proposal, attached hereto and incorporated herein.

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

IN WITNESS WHEREOF, the Village and Contractor have executed this contract on the above date.

For the Contractor

Homewood Disposal Service, Inc.

By: _____

Frank Hillegonds, Municipal Manager

ATTEST:

Secretary

For the Village

Village of Homewood

By: _____

Richard A. Hofeld, Village President

ATTEST:

Village Clerk

Village of Homewood
 Leaf Pick-up Program
 Bid Number 22-10PW
 Opens October 11, 2022 @ 10am

BID PROPOSAL

HOMWOOD LEAF PICK-UP PROGRAM

BID NO. 22-10PW
 BID OPENING DATE: October 11, 2022
 BID OPENING TIME: 10:00 A.M.

All bid proposals are conditioned upon the bid instructions and specifications outlined in this bid proposal.

Necessary labor and equipment to collect, haul and dispose of leaves to an I.E.P.A. approved facility.
 The leaf collection services shall take place on November 16, November 23 & November 30, 2022.

Total cost per week of
 Collection and disposal: \$ 9,050.00


Total cost for **3-week Program:** \$ 27,150.00

OPTION #1

Necessary labor and equipment to collect, haul and dispose of leaves to an I.E.P.A. approved facility.
 The leaf collection services shall take place on November 23 & November 30, 2022.

Total cost per week of
 Collection and disposal: \$ 12,000.00

Total cost for **2-week Program:** \$ 24,000.00


 Frank Hillegonds
 Name
 Homewood Disposal Service, Inc.
 Company
 1501 W. 175th St., Homewood
 Address

Municipal Manager
 Title
 708-798-1004
 Phone Number
 10.10.2022
 Date

ATTACHMENT FOR SIGN OFF BY BIDDER	REQUIRED	NOT REQUIRED
Drug Free Workplace Certification	X	
Equal Employment Opportunity	X	
Hold Harmless Agreement	X	
Insurance Requirements	X	
Prevailing Wage Certification	X	
Compliance With Safety Standards	X	
Sexual Harassment Policy Certification	X	
Blood Borne Pathogens Compliance Certification		X
Authorization To Perform Background Checks		X
Contact Information	X	
Certificate of Authorized Dealer		X
Performance/Payment Bond		x
W-9 Form submitted with proposal	x	

Contract For: Leaf Pick Up Program

Date Due: October 11, 2022 @ 10am

Bid # 22-10PW

DRUG FREE WORKPLACE CERTIFICATION

The bidder shall certify that it will comply with all requirements of the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) including but not limited to:

1. Publishing a Statement:
 - A. Notifying the employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the bidder's workplace,
 - B. Specifying the actions that will be taken against employees for violations of such prohibition,
 - C. Notifying the employee that as a condition of employment on such contract or grant, the employee will; 1) abide by the terms of the statement and 2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
2. Establishing a drug free awareness program to inform employees about:
 - A. The dangers of drug abuse in the workplace;
 - B. The grantee's or bidder's policy of maintaining a drug free workplace;
 - C. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - D. The penalties that may be imposed upon employees for drug violations.
3. Making it a requirement to give a copy of the statement required by subsection (1) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
4. Notifying the Village of Homewood within 10 days after receiving notice under part (2) of paragraph (C) of subsection 14.1 from an employee or otherwise receiving actual notice of such conviction.
5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by an employee who is convicted, as required by Section 5 of the Illinois Drug Free Workplace Act.
6. Training of personnel to effectively assist employees in selecting a proper course of action in the event drug counseling, treatment, and rehabilitation is required and indicating an effectively trained counseling and referral team is in place.

7. Making a good faith effort to continue to maintain a drug free workplace through implementation of requirements of Section 15.3.

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the bidder's non-compliance with any provision of this equal employment opportunity clause, the Illinois Human Rights Act or the Illinois Department of Human Rights (IDHR) Rules and Regulations for Public Contracts, the bidder may be declared non-responsible, and therefore, ineligible for future contracts or sub-contracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies provided by statute or regulations.

During the performance of this contract the bidder agrees as follows:

1. It will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry or other legally protected class; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under-utilization.
2. If it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the IDHR's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonable recruit, and it will hire from each job classification from which employees are hired in such a way that minorities and women are not underutilized.
3. In all solicitation or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, or other legally protected class.
4. It will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the bidder's obligations under the Human Rights Act and IDHR's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the bidder in its efforts to comply with such act and rules and regulations, the bidder will promptly so notify IDHR and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.
5. It will submit reports as required by IDHR Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by IDHR or the contracting agency and in all respects comply with the Illinois Human Rights Act and IDHR Rules and Regulations for Public Contracts.
6. It will permit access to all relevant books, records, accounts and work sites by personnel by the contracting agency and IDHR for the purposes of investigation to ascertain compliance.

HOLD HARMLESS AGREEMENT

The successful bidder shall agree to the fullest extent permitted by law to defend, indemnify and hold harmless the Village of Homewood, its elected and appointed officials, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, including reasonable attorney fees, which in any way may accrue against the Village of Homewood, its elected and appointed officials, agents and employees, arising in whole, in part, or in consequence of the performance of this work by the Bidder or its employees or subcontractors, or which may in any way result therefrom, except for those injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses caused solely by the acts of the Village of Homewood, its elected or appointed officials, agents or employees. The Bidder shall, at its own expense, appear, defend and pay all attorney fees, costs and other expenses arising therefore or incurred in connection with this hold harmless agreement. If any judgment is rendered against the Village of Homewood, its elected or appointed officials, agents or employees, the Bidder shall, at its own expense, satisfy and discharge the same.

Bidder expressly understands and agrees that any performance bond, payment bond or insurance policy required by this contract or state law shall not limit its responsibility to indemnify, keep and save harmless and defend the Village of Homewood, its elected and appointed officials, agents and employees as herein provided.

INSURANCE REQUIREMENTS

Upon bid award, the bidder shall submit a Certificate of Insurance providing the following coverage:

- 1) Comprehensive General Liability and Excess Liability Insurance for Personal Injury, Property Damage, Contractual Liability, Product/Complete Operations, Premises Operations and Independent Contractor's coverage. Minimum coverage is \$1,000,000.00.
- 2) Workers' Compensation – coverages A and B.
- 3) Automobile Liability insurance including coverage of Uninsured Motorists and Hired/non-owned auto.

The certificate shall name the Village of Homewood and all its officials and employees, elected and appointed, as additional insured and shall include the policy's expiration date. In addition, as part of the contract, the Village of Homewood must receive a minimum of ten days notice upon cancellation of the company's insurance policy.

- 4) The bidder shall not commence work until it provides the certificate of insurance as described above. The bidder shall maintain all such insurance coverage for the term of the contract.

PREVAILING WAGE CERTIFICATION

The bidder shall certify that it will comply with the Illinois Prevailing Wage Act. (830 ILCS 130/1 *et seq.*)

This contract calls for the construction of a "public-work, within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.* (The "Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's web site. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

COMPLIANCE WITH SAFETY STANDARDS

The bidder shall certify that it has a written safety policy and agrees to comply with all state and federal regulations pertaining to employee safety, including but not limited to the Federal Occupational Safety and Health Act, EPA and OSHA safety standards, and the Village of Homewood's Safety Policy Manual.

SEXUAL HARASSMENT POLICY CERTIFICATION

The bidder hereby certifies that it has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).

BLOOD BORNE PATHOGENS COMPLIANCE CERTIFICATION

Bidder shall submit a BLOOD BORNE PATHOGEN COMPLIANCE CERTIFICATION statement, certifying that the Bidder is in compliance with OSHA standards for Occupational Exposure to Blood Borne Pathogens, 29 CFR, Part 1910.1030.

AUTHORIZATION TO PERFORM BACKGROUND CHECKS

Personnel assigned by Bidder to perform work at the Village of Homewood shall pass a routine background check to be conducted by the Homewood Police Department prior to commencing work.

Bidder authorizes the Village of Homewood to perform a routine background check on personnel assigned to perform work.

CONTACT INFORMATION

Bidder shall designate a point of contact responsible for day to day contract performance, including the following information:

Frank Hillegonds

Name

Municipal Manager

Title

Homewood Disposal Service, Inc.
1501 W.175th St., Homewood IL 60430

Organization Name/Address

708-798-1004 x237

Office Phone

708-200-2388

Cell Phone

fhillegonds@mydisposal.com

Email Address

AUTHORIZED DEALER CERTIFICATION

The bidder shall certify that it is an Authorized Dealer of the product for which a bid has been submitted, and will provide a bona fide manufacturer's warranty reflecting the Village of Homewood as the original purchaser.

PUBLIC CONSTRUCTION BOND ACT COMPLIANCE

The bidder shall provide a performance/payment bond as required by the Public Construction Bond Act (30 ILCS 550/1 et seq.)

ACKNOWLEDGEMENT OF BID/CONTRACT TERMS

The undersigned, on behalf of the bidder, hereby agrees that all of the provisions marked "required" on page one of this addendum shall be incorporated into their bid as if fully restated therein.

Signature

Frank Hillegonds

Name (Print)

Municipal Manager

Title

Homewood Disposal Services, Inc.

Organization

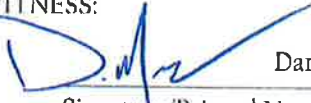
1501 W. 175th St., Homewood IL 60430

Address

10.10.2022

Date

WITNESS:



Dan Merrick, Sales Manager

Signature/Printed Name

10.10.2022

Date



Village of Homewood
Leaf Pick-up Program
Bid Number 22-10PW
Opens October 11, 2022 @ 10am

INVITATION TO BID

HOMEWOOD LEAF PICK-UP PROGRAM

Applicability

All bids shall be mailed or hand-delivered to the office of the Director of Public Works, Village of Homewood, 17755 Ashland Avenue, Homewood, IL 60430, no later than October 11, 2022 at 10:00 a.m. at which time and place they will be opened and publicly read. No late, phone, fax or emailed bids will be accepted.

All bids whether hand delivered, sent through the mail, or other delivery system shall be submitted in an sealed envelope, marked with the project title, bid number, name and address of the bidder and marked with the note "Bid 22-10PW Enclosed" on the face thereof. All certificates, proposals, etc. must be properly executed and must accompany the bid.

Bids to Remain Open

All bids shall remain open for sixty (60) days after the day of the bid opening, but the Village may, at its discretion, release any bid prior to that date.

Contact Person Regarding Bid

All questions about the meaning or intent of the contract documents shall be submitted to the municipal contact: Public Works Director John Schaefer, (708) 206-3470, between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Withdrawing of Bids

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

Right to Reject

The Village reserves the right to reject any or all bids. Unless otherwise specified, the Village reserves the right to accept any item in the bid.

Default

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

Price

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

Village of Homewood
 Leaf Pick-up Program
 Bid Number 22-10PW
 Opens October 11, 2022 @ 10am

Award of Contract

The Village reserves the right to reject any and all bids, to waive any and all informalities, and to negotiate contract terms with the successful bidder, and the right to disregard all nonconforming, nonresponsive, or conditional bids. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. In case of error in extending the total amount of the bid, the unit prices will govern.

In evaluating bids, the Village shall consider the qualifications of the bidders, whether or not bids comply with the prescribed requirements and unit prices if requested in the bid forms.

The Village may conduct such investigation as the Village deems necessary to assist in the evaluation of the bid. If the contract is to be awarded, it will be awarded to the lowest bidder whose evaluation by the Village indicates to the Village that the award will be in the best interest of the project.

Contract Time

The contract or agreement for the Homewood Leaf Pick-up program may be terminated in whole or in part by the Village of Homewood following a thirty (30) day notification period and by the Contractor following a sixty (60) day notification period.

Renewal of Contract

Upon written agreement of both parties no later than June 1, 2020, and 2021, the contract may be renewed by the Village of Homewood for a period of one successive year under the same terms and conditions as in the original contract subject to approval by the Village Board. The contract unit prices may be changed for the renewal periods with ***Price Adjustments Based on the Consumer Price Index***. The total number of renewal years permitted shall not exceed two (2).

Price Adjustments Based on the Consumer Price Index

The contract unit prices shall remain firm for the first twelve (12) months of the contract term. The unit prices for the contract renewal period shall be used on the movement of the U.S. Department of Labor Consumer Price Index (CPI) for all Urban Consumers (CPI-U). The contract unit prices shall be changed by the Village of Homewood in an amount equal to the percentage of movement of the CPI-U for "All items" for the twelve-month period ending in the month of January of each contract year.

BID PROPOSAL / CONTRACT FORMS

The Bid form is attached hereto. Bid forms must be completed in ink or by typewriter. The bid price of each item on the form must be stated clearly. Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or assistant secretary. The corporate address and state of incorporation shall be shown below the signature. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature. All names must be typed or printed below the signature. The bid shall contain an acknowledgment of receipt of any addenda (the numbers of which shall be included on the Bid Form). The address to which communications regarding the bid are to be directed must be shown.

Village of Homewood
Leaf Pick-up Program
Bid Number 22-10PW
Opens October 11, 2022 @ 10am

GENERAL CONDITIONS & INSTRUCTIONS TO BIDDERS

A. SCOPE OF WORK:

It is the intent of these specifications to describe the minimum requirements for the provision of contractual leaf pickup services for the Village of Homewood. The Village seeks to secure the services of a private scavenger service to pickup pre-bagged leaves placed at curbside by residents of Homewood. For the purposes of the leaf pickup program the residential area of the Village of Homewood is as shown on the attached map.

B. WORK HOURS:

Leaves shall be placed in 30 gallon biodegradable paper bags and placed at curbside by residents of Homewood. Contractor shall only collect leaves, NO brush, branches and/or grass shall be collected under this contract. Any bags containing such items shall be left at curbside.

Curbside leaf pickup service is to be provided to all residential areas of the Village, and is to follow pre-established residential refuse pickup schedules. The contractor shall collect the bagged leaves on a weekly basis for a three-week period to begin November 16, November 23 & November 30, 2022.

C. DISPOSAL OF LEAVES:

Collected leaves shall be hauled to and disposed of at an I.E.P.A. approved disposal facility. The quoted price shall include all disposal fees.

D. COMPLETION OF JOB:

The contractor shall furnish and use sufficient numbers of personnel and equipment to properly complete leaf collection in all residential areas of the Village within one week. Trucks shall be covered or enclosed (such as refuse packers) so as to prevent spillage during transport.



BOARD AGENDA MEMORANDUM

DATE OF MEETING: **October 25, 2022**

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Angela Mesaros, Director of Economic and Community Development

Topic: Economic Development Incentives – 2001 Ridge Road

PURPOSE

As an integral component of the Tax Increment Financing Districts (TIF), the Village created the Façade and Property program to leverage private investment with public funds. The program provides financial assistance for the improvement and maintenance of existing commercial buildings to increase the assessed valuation and marketability of the area. One of the goals of this program is to promote the revitalization of properties and assist with upgrades to buildings.

PROCESS

DJM Real Estate, LLC has applied for incentives from the Village for improvements to an existing building at 2001 Ridge Road within the Village's B-1 central business district. The applicant has submitted quotes for updates to the façade, tuck-pointing, and pressure washing. The cost of the lowest bid is \$16,000.

Staff reviewed this application for eligibility under the Façade and Property Improvement Program. Private investment must be greater than \$1,500 (exclusive of Village funding). This program allows for reimbursement of up to 50% of the eligible costs with a maximum reimbursement of \$8,000.

OUTCOME

Staff is recommending approval of \$8,000 from the non-TIF Business Improvement Program (general fund expense) to cover 50% of the cost. This property is located in the Downtown TOD Tax Increment Financing District (TIF); therefore, the Village's general fund could be paid back from the TIF in the future, if increment becomes available.

In developing the recommendation, staff considered the following:

- The project would restore the exterior of a building in downtown Homewood.
- The recommended funding would be used to make permanent improvements to the building that will increase the long-term viability of the space.



FINANCIAL IMPACT

- **Funding Source:** General Fund
- **Budgeted Amount:** \$25,000
- **Cost:** \$8,000

LEGAL REVIEW

Completed

RECOMMENDED BOARD ACTION

Authorize the Village President to enter into an agreement with Dana McDermott, DJM Real Estate, LLC to provide financial assistance from the non-TIF Business Incentive Program in the amount of \$8,000 for site improvements at 2001 Ridge Road.

ATTACHMENT(S)

Agreement between DJM Real Estate and the Village of Homewood

**AGREEMENT TO REIMBURSE ELIGIBLE EXPENSES TO REHABILITATE
COMMERCIAL PROPERTY LOCATED AT 2001 RIDGE ROAD
IN THE DOWNTOWN TOD TAX INCREMENT FINANCING DISTRICT
IN THE VILLAGE OF HOMEWOOD, ILLINOIS**

This Agreement is made and entered on October 25, 2022, between Dana McDermott, DJM Real Estate, LLC, ("Building Owner") and the Village of Homewood, an Illinois municipal corporation ("Village").

WHEREAS, Building Owner has requested financial assistance from the Village for improvements to an existing building within the village's B-1 central business district; and

WHEREAS, the Building Owner has obtained bids with the lowest bids for updates to the façade, tuck-pointing and pressure washing, totaling \$16,000; and

WHEREAS, the Village is desirous of having the Building Owner update the property, thereby enhancing the economic viability of the village and promoting public health and safety; and

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

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

WHEREAS, Section 11-74.4-4 of the Illinois Municipal Code (65 ILCS 5/11-74.4-4) authorizes a municipality to enter into a contract to renovate or rehabilitate an existing structure within a redevelopment project area.

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

1. As authorized by the President and Board of Trustees of the Village of Homewood on October 25, 2022, and subject to the terms of this Agreement, the Village of Homewood agrees to reimburse the Building Owner for the cost of certain rehabilitation work to be undertaken on the building commonly known as 2001 Ridge Road, Homewood, Illinois ("Property"), located in the B-1 Central Business District as defined by the Homewood Zoning Ordinance. The legal description of the Property is attached as Exhibit A to this Agreement.

2. The work eligible for reimbursement ("Work") is described in Exhibit B to this Agreement. Building Owner has supporting bids for façade improvements totaling \$16,000. The Village agrees to reimburse Building Owner \$8,000.00, representing fifty percent (50%) of the cost of said Work.

3. Building Owner shall be responsible for executing all contracts in connection with said Work and ensuring that the Work is completed in accordance with said contracts. The Building Owner shall furnish the Village with copies of all contracts for said Work. All Work shall comply with all local codes.

4. Within sixty (60) days of the completion of the Work contemplated under this agreement, the Building Owner shall submit a written reimbursement request to the Village's Community Development Department along with the following documentation:

- A. Copies of cancelled check(s) or other evidence that Building Owner has paid for the Work;
- B. Lien waivers from all general contractors, subcontractors, and materialmen who provided services or materials for the Work.

5. Failure to submit a written reimbursement request within sixty (60) days of the completion of the Work contemplated under this agreement shall be grounds for the Village to deny reimbursement. Building Owner's failure to submit a reimbursement request shall not constitute a default under this Agreement.

6. Changes, additions, revisions or deletions to the plans and/or construction documents originally submitted to the Village must be approved by the Village in writing. The Village will review such proposed changes within a reasonable time. However, the Village assumes no responsibility for any delay or additional cost incurred because of this requirement. Final construction shall comply with the approved plans.

7. Building Owner shall not be entitled to reimbursement from the Village under this Agreement if the final construction deviates from the previously approved plans and/or does not comply with all local codes.

8. Building Owner shall allow Village inspectors reasonable access to the Property to determine that the Work complies with the approved plans and local codes.

9. Building Owner shall require all contractors performing the Work to provide worker's compensation and liability insurance in amounts satisfactory to the Village, naming the Village and the Building Owner as additional insured.

10. Building Owner agrees to comply with all Federal, State, and local laws and regulations. Building Owner also agrees that it will notify all contractors and subcontractors of their obligation to comply with the Prevailing Wage Act if applicable.

11. Building Owner shall require each contractor to indemnify and hold the Village harmless from all claims arising out of this Agreement resulting from the Building Owner's or contractor's negligence, including claims for personal injury, wrongful death and property damage. Building Owner agrees to indemnify and hold the Village harmless from all such claims arising out of this Agreement resulting from the Building Owner's negligence or willful and wanton conduct.

12. Building Owner hereby agrees to complete Work within twelve (12) months of the execution of this agreement. Failure to complete said Work shall constitute a default under this Agreement.

13. Upon completion of the Work, the Building Owner hereby agrees to maintain the subject property, including landscaping, in compliance with all applicable Village codes. Failure to comply with Village codes constitutes a default under this Agreement.

14. Should either party be in default under this Agreement, the non-defaulting party shall give written notice of such default by certified mail with postage prepaid, or by personal delivery. Notice by certified mail shall be considered given when deposited in the United States mail. Should such default remain uncured twenty-one (21) days after the giving of such notice, the non-defaulting party shall have the right to terminate this Agreement by giving written notice of such termination in the same manner and under the same terms as the notice of default. Either party may also seek to enforce its rights under this Agreement as authorized by law.

15. Should either party initiate litigation against the other to enforce the terms of this Agreement, the successful litigant shall be entitled to recover court costs and reasonable attorney fees.

16. If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

17. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

18. This Agreement does not constitute a general obligation of the Village and Building Owner acknowledges that Village has no obligation hereunder to make any

payments to Building Owner from any other funds other than the Downtown Homewood Business Incentive Program Fund.

19. In the event of a conflict in the provisions of the text of this Agreement and the exhibits attached hereto, the text of the Agreement shall control and govern.

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

21. A Memorandum of this Agreement substantially similar to Exhibit C shall be recorded by the Village and shall be binding on the Building Owner.

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

To the Village:

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

With a copy to:

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

To the Building Owner:

Dana McDermott
DJM Real Estate, LLC
2001 Ridge Road
Homewood, IL 60430

With a copy to:

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

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

VILLAGE OF HOMEWOOD

DJM Real Estate, LLC

By: _____
Village President

By: _____
Dana McDermott

ATTEST:

Signed and sworn to before me on
_____, 2022

Village Clerk

Notary Public

EXHIBIT A

Legal Description:

That part of Lots 6, 7 and 8 (taken as a tract) in Block 'F' in the Village of Hartford, a subdivision of the Southwest $\frac{1}{4}$ of Section 31, Township 36 North, Range 14 East of the Third Principal Meridian, described as beginning at a point on the South line of Main Street (Ridge Road) 29.73 feet northwesterly from the Intersection of the West line of Chicago Road (Dixie Highway); thence southeasterly along said South line of Main Street (Ridge Road) to said West line of Chicago Road (Dixie Highway); thence South along said West line 70 feet; thence West along a line perpendicular to the West line of Chicago Road (Dixie Highway) for a distance of 59.46 feet; thence northeasterly to a point of beginning, in Cook County, Illinois.

Common Address: 2001 Ridge Road

PINs: 29-31-311-015-0000

EXHIBIT B

Description of Work	Cost
Improvements to Façade	\$16,000

MEMORANDUM OF AGREEMENT

(EXHIBIT C)

On September 12, 2017, the VILLAGE OF HOMEWOOD, Cook County, Illinois ("VILLAGE") and DJM Real Estate, LLC ("BUILDING OWNER"), entered into a Redevelopment Agreement covering the following property:

That part of Lots 6, 7 and 8 (taken as a tract) in Block 'F' in the Village of Hartford, a subdivision of the Southwest $\frac{1}{4}$ of Section 31, Township 36 North, Range 14 East of the Third Principal Meridian, described as beginning at a point on the South line of Main Street (Ridge Road) 29.73 feet northwesterly from the Intersection of the West line of Chicago Road (Dixie Highway); thence southeasterly along said South line of Main Street (Ridge Road) to said West line of Chicago Road (Dixie Highway); thence South along said West line 70 feet; thence West along a line perpendicular to the West line of Chicago Road (Dixie Highway) for a distance of 59.46 feet; thence northeasterly to a point of beginning, in Cook County, Illinois.

Common Address: 2001 Ridge Road

PINs: 29-31-311-015-0000

The Agreement provided reimbursement of certain eligible redevelopment costs concerning the subject property.

VILLAGE OF HOMEWOOD

DJM Real Estate, LLC

By: _____
Richard A. Hofeld, Village
President

By: _____
Dana McDermott, Manager

Signed and sworn to before me by
Richard A. Hofeld on _____,
2022.

Signed and sworn to before me by Dana
McDermott on _____,
2022.

Notary Public

Notary Public

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



BOARD AGENDA MEMORANDUM

DATE OF MEETING: October 25, 2022

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Angela Mesaros, Director of Economic and Community Development

Topic: Non-TIF Incentive Request – Façade and Property Improvement Program – Balagio Ristorante, 17501 Dixie Highway

PURPOSE

The non-TIF Business Incentive Program was established to provide incentives to properties outside of a TIF district. The purpose of the Façade and Property program is to make financial assistance available to enhance the visual impact of the exterior of buildings to improve the assessed valuation and marketability of the area.

Balagio Ristorante is a gateway retail/restaurant development for Homewood's north entrance into the community. The restaurant is the first image and representation of Homewood that people see as they commute south along Dixie Highway.

PROCESS

Mike Galderio operates Balagio Ristorante at 17501 Dixie Highway. Mr. Galderio has submitted an application to install new landscaping. The lowest bid is \$3,500.

Staff reviewed the application for eligibility: Private investment is greater than \$1,500 (exclusive of Village funding), and site improvements are for the installation of new landscaping.

The incentives require a 50% investment and Village-approved reimbursement for the remaining balance of qualifying work/property investments.

When this policy was created, there were no established "amount thresholds" that would give the Village the flexibility to reimburse a business for 100% of smaller, less expensive but equally important, improvement/work that qualifies for non-TIF incentives

OUTCOME

In light of recent property-owner investments to improve the aesthetics of the restaurant, staff is requesting and recommends that the Board approve the reimbursement for the full amount of the improvements for an incentive reimbursement to Balagio Ristorante of Homewood, IL for \$3,500, which is the lowest bid for landscaping improvements.



In developing the recommendation, staff considered the following:

- The restaurant generates annual sales tax and places of eating tax revenue to the Village.
- The restaurant recently invested thousands of dollars to complete the sealcoating and crack sealing of their parking lot and other *permanent* facility improvements.
- The reimbursement request is relatively less than what is normally requested.

FINANCIAL IMPACT

Funding Source: General Fund

- **Budgeted Amount:** \$25,000
- **Cost:** \$3,500

LEGAL REVIEW

Completed

RECOMMENDED BOARD ACTION

Authorize the Village President to enter into an agreement with Mike Galderio of Balagio Ristorante to provide financial assistance from the non-TIF Business Incentive Program in the amount of \$3,500 for site improvements at 17501 Dixie Highway.

ATTACHMENT(S)

Reimbursement Agreement

**AGREEMENT TO REIMBURSE ELIGIBLE EXPENSES FOR IMPROVEMENTS
TO THE BUSINESS LOCATED AT 17501 DIXIE HIGHWAY UNDER THE
HOMEWOOD BUSINESS INCENTIVE PROGRAM
IN THE VILLAGE OF HOMEWOOD, ILLINOIS**

This Agreement is made and entered on October 25, 2022, between Mike Galderio, ("Owner") of Balagio Ristorante, 17501 Dixie Highway, and the Village of Homewood, an Illinois municipal corporation ("Village").

WHEREAS, Owner has requested financial assistance from the Village to upgrade an existing building within the village's B-2 community business district, including landscaping improvements; and

WHEREAS, the Owner has obtained bids with the lowest bid totaling \$3,500; and

WHEREAS, the Owner has recently invested thousands of dollars to complete the sealcoating and crack sealing of their parking lot and other *permanent* facility improvements; and

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

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

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

1. As authorized by the President and Board of Trustees of the Village of Homewood on October 25, 2022, and subject to the terms of this Agreement, the Village of Homewood agrees to reimburse the Owner for the cost of certain rehabilitation work to be undertaken on the property commonly known as 17501 Dixie Highway, Homewood, Illinois ("Property"), located in the B-2 Community Business District as defined by the Homewood Zoning Ordinance. The legal description of the Property is attached as Exhibit A to this Agreement.

2. The work eligible for reimbursement ("Work") is described in Exhibit B to this Agreement. The owner has submitted plans and supporting bids totaling \$3,500. The Village agrees to reimburse Owner \$3,500.

3. Owner shall be responsible for executing all contracts in connection with said Work and ensuring that the Work is completed in accordance with said contracts. The Owner shall furnish the Village with copies of all contracts for said Work. All Work shall comply with all local codes.

4. Within sixty (60) days of the completion of the Work contemplated under this agreement, the Owner shall submit a written reimbursement request to the Village's Director of Economic and Community Development along with the following documentation:

- A. Copies of cancelled check(s) or other evidence that Owner has paid for the Work;
- B. Lien waivers from all general contractors, subcontractors, and materialmen who provided services or materials for the Work.

5. Failure to submit a written reimbursement request within sixty (60) days of the completion of the Work contemplated under this agreement shall be grounds for the Village to deny reimbursement. Owner's failure to submit a reimbursement request shall not constitute a default under this Agreement.

6. Changes, additions, revisions or deletions to the plans and/or construction documents originally submitted to the Village must be approved by the Village in writing. The Village will review such proposed changes within a reasonable time. However, the Village assumes no responsibility for any delay or additional cost incurred because of this requirement. Final construction shall comply with the approved plans.

7. Owner shall not be entitled to reimbursement from the Village under this Agreement if the final construction deviates from the previously approved plans and/or does not comply with all local codes.

8. Owner shall allow Village inspectors reasonable access to the Property to determine that the Work complies with the approved plans and local codes.

9. Owner shall require all contractors performing the Work to provide worker's compensation and liability insurance in amounts satisfactory to the Village, naming the Village and the Owner as additional insured.

10. Owner agrees to comply with all Federal, State, and local laws and regulations.

11. Owner shall require each contractor to indemnify and hold the Village harmless from all claims arising out of this Agreement resulting from the Owner's or contractor's negligence, including claims for personal injury, wrongful death and property damage. Owner agrees to indemnify and hold the Village harmless from all such claims arising

out of this Agreement resulting from the Owner's negligence or willful and wanton conduct.

12. Owner hereby agrees to complete Work within twelve (12) months of the execution of this agreement. Failure to complete said Work shall constitute a default under this Agreement.

13. Upon completion of the Work, the Owner hereby agrees to maintain the subject property, in compliance with all applicable Village codes. Failure to comply with Village codes constitutes a default under this Agreement.

14. Should either party be in default under this Agreement, the non-defaulting party shall give written notice of such default by certified mail with postage prepaid, or by personal delivery. Notice by certified mail shall be considered given when deposited in the United States mail. Should such default remain uncured twenty-one (21) days after the giving of such notice, the non-defaulting party shall have the right to terminate this Agreement by giving written notice of such termination in the same manner and under the same terms as the notice of default. Either party may also seek to enforce its rights under this Agreement as authorized by law.

15. Should either party initiate litigation against the other to enforce the terms of this Agreement, the successful litigant shall be entitled to recover court costs and reasonable attorney fees.

16. If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

17. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

18. This Agreement does not constitute a general obligation of the Village and Owner acknowledges that Village has no obligation hereunder to make any payments to Owner from any other funds other than the Downtown Homewood Business Incentive Program Fund.

19. In the event of a conflict in the provisions of the text of this Agreement and the exhibits attached hereto, the text of the Agreement shall control and govern.

20. Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a

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

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

To the Village:

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

With a copy to:

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

To the Owner:

Mike Galderio
Balagio Ristorante
1702 W. 187th Street
Homewood, IL 60430

With a copy to:

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

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

VILLAGE OF HOMEWOOD

Balagio Ristorante

By: _____
Village President

By: _____
Mike Galderio, Owner

ATTEST:

Signed and sworn to before me on
_____, 2022

Village Clerk

Notary Public

EXHIBIT A

Legal Description:

A triangular tract of land in the Northeast Quarter of Section 31, Township 36, North, Range 14, East of the Third Principal Meridian, lying North Westerly of a line 66 feet North Westerly from Northwesterly line of the right of way of the Illinois Central Railroad and Northeasterly of Vincennes Road and South of North line of the Northeast Quarter of Section 31 aforesaid; except that part taken by the Department of Transportation of the State of Illinois under Case No. 99L50814 described as follows: That part of the Northeast Quarter of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian; described as follows: Beginning at the point of Intersection of the North line of the Northeast Quarter of said Section 31 with the Southerly right of way line of Governors Highway according to the plat thereof recorded August 8, 1950 as Document No. 14870636 and condemned by Court Case No. 37C-10240; thence Southerly 10.232 meters (33.57 feet) along a curve to the left having a radius of 91.440 meters (300.00 feet), the chord of said curve bears on an assumed bearing of South 7 degrees 42 minutes 28 seconds West; a 10.226 meters (33.55 feet); thence Southerly 18.293 meters (60.02 feet) to the Easterly right of way line of Dixie Highway (Vincennes Road), according to the plat thereof recorded August 8, 1950 as Document No. 14870636 and condemned by Court Case 37C-010240; thence North 24 degrees 43 minutes 50 seconds West along the said Easterly right of way line of Dixie Highway (Vincennes Road) a distance of 27.432 meters (90.00 feet) to the Southerly right of way line of Governors Highway as Document 14870636 and condemned by Court Case 37C-10420; thence Easterly 9.340 meters (30.64 feet) along the said Southerly right of way line of Governors Highway on a curve to the left having a radius of 323.549 meters (1061.51 feet), the chord of said curve bears North 70 degrees 53 minutes 19 seconds East, 9,340 meters (30.64 feet) to the point of beginning in Cook County, Illinois.

That part of the East Half of Vincennes Road which lies immediately West of and adjoining above described premises; in Cook County, Illinois.

Common Address: 17501 Dixie Highway

PINs: 29-31-200-001-0000

EXHIBIT B

Description of Work	Cost
Install New Landscaping	\$3,500

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



BOARD AGENDA MEMORANDUM

DATE OF MEETING: October 25, 2022

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Angela Mesaros, Director of Economic and Community Development

Topic: Settlement Agreement, 3055 183rd Street

PURPOSE

The property at 3055 183rd Street, formerly the Brunswick Zone Bowling/Big Lots, has experienced vacancies for many years. The building is an approximately 90,000 square foot retail building – Brunswick Zone occupied approximately 54,000 square feet and has been vacant for six years; the Big Lots retail store occupied 31,250 square feet and is recently vacant.

PROCESS

The Brunswick Zone bowling facility at 3055 183rd Street closed approximately six (6) years ago and has remained vacant. Since that time, the Village has explored how to best renovate/redevelop the property. In January 2020, the Village filed a demolition order (lawsuit) against the property, citing dilapidation and declaring the property a nuisance, dangerous to public safety, and in violation of various municipal codes.

In 2021, the Village created the Kedzie Gateway Tax Increment Financing (TIF) District, designating the subject property as part of the redevelopment project area, an economic development tool for future financial assistance for redevelopment activity.

Rather than defend the demolition suit, the property owner has agreed to give the property to the Village to settle the Village's demolition lawsuit. As part of the settlement agreement, the Village will agree to dismiss the demolition lawsuit against the property and release all liens, fines, and claims against the property.

OUTCOME

After acceptance of the property, the Village will need to work through Cook County to remove the significant back taxes in order for the property to become marketable for redevelopment. Staff is working with a developer to determine the best use of the property.

VILLAGE OF HOMEWOOD

Item 9. F.



FINANCIAL IMPACT

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

LEGAL REVIEW

Completed

RECOMMENDED BOARD ACTION

Pass a resolution authorizing the Village President to enter into a mutual release and settlement agreement with KM Homewood, LLC of Illinois, and accept a warranty deed in lieu of demolition from KM Homewood, LLC of Illinois for the property located at 3055 183rd Street, formerly occupied by Brunswick Zone and Big Lots.

ATTACHMENT(S)

- Resolution
- Settlement Agreement
- Warranty Deed

RESOLUTION NO. R- 3128**A RESOLUTION AUTHORIZING SETTLEMENT OF LITIGATION
AND ACCEPTING A DEED IN LIEU OF DEMOLITION FOR PROPERTY
LOCATED AT 3055 183RD STREET, HOMEWOOD FORMERLY OCCUPIED
BY BRUNSWICK ZONE AND BIG LOTS**

WHEREAS, the Village of Homewood filed a complaint for demolition as Case Number 2022 M6 5897 alleging that the property at 3055 183rd Street was dangerous and unsafe; and

WHEREAS, the Village and the property owner desire to settle the litigation in exchange for the owner conveying the property to the Village, as more fully detailed in the settlement agreement attached as Exhibit A; and

WHEREAS, under terms of the settlement agreement, the property owner has agreed to convey the property to the Village by executing and delivering the deed attached as Exhibit B.

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

SECTION ONE – APPROVAL OF SETTLEMENT AGREEMENT:

The Village President and Village Clerk are authorized to sign the attachment settlement agreement and to accept delivery of the attached deed.

SECTION TWO – EFFECTIVE DATE:

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

PASSED and APPROVED this 25th day of October, 2022.

Village President

ATTEST:

Village Clerk

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

Mutual Release and Settlement Agreement

This mutual release and settlement agreement entered into this _____ day of _____ between the Village of Homewood, Illinois, an Illinois Municipal Corporation (hereinafter the "Village") and KM Homewood, LLC (hereinafter "Owner").

WHEREAS, Owner, as the owner of record, owned, maintained and controlled the following property within the Village of Homewood:

Lot 1 in Upham Subdivision, being a subdivision of the East 583.74 feet of the West 974.00 feet of the North 579.00 feet of the NorthWest 1/4 of the NorthWest 1/4 of Section 1, Township 35 North, Range 13 East of the Third Principal Meridian, recorded July 28, 1970, as Document 21221730 in Book 824 of Plats, Page 24, in Cook County, Illinois.

PIN: 31-01-100-012-0000

Commonly known as : 3055 183rd Street, Homewood, Illinois 60430

WHEREAS, the Village filed a complaint for demolition and other relief against Owner of the said property in Case 2022 M6 5897 alleging, among other things, that the property is vacant, dangerous, unsafe and being maintained in violation of the municipal code of the Village of Homewood and the laws of the State of Illinois; and;

WHEREAS, the parties desire to reach full and final settlement of the actions and all matters arising from the actions and have agreed to the settlement below and;

WHEREFORE, the parties agree as follows:

1. Village agrees to dismiss the above referenced lawsuit against all named Defendants with prejudice and without costs and to release Owner from all existing municipal police power liens, fines and related claims that are claimed or could be claimed against Owner due to the condition and ownership of the property.
2. In consideration for the release of claims and dismissal of the lawsuit, Owner shall convey, in lieu of demolition, good and merchantable title, free of all liens and encumbrances, except taxes for the property located at 3055 183rd Street, Homewood, Illinois, PIN 31-01-100-012-0000, to the Village of Homewood.

3. The Village of Homewood shall take the property subject to any and all real estate taxes assessed against the property and further the Village shall pay the costs of Title Insurance.

4. Both parties acknowledge that this settlement agreement shall not be construed as an admission of liability by any of the parties released.

5. This release and settlement agreement shall be construed under the laws of Illinois.

6. This release and settlement agreement contains the entire agreement between the parties.

The parties have carefully read this release and settlement agreement and know the contents and sign of their own free act.

VILLAGE OF HOMEWOOD, an Illinois
Municipal Corporation

Rich Hofeld, Village President

Dated: _____

KM HOMEWOOD, LLC

By: 

Its: MANAGE

Dated: 10/19/22

Attest:

By: _____
Marilyn Thomas, Village Clerk

WARRANTY DEED

THIS INDENTURE WITNESSETH that the Grantor, **KM HOMEWOOD, LLC, an Illinois Limited Liability Company** created and existing under and by virtue of the laws of the State of Illinois, and duly authorized to transact business in the State of Illinois, for and in consideration of the sum of Ten and No/100Dollars (\$10.00), in hand paid, and pursuant to authority given by the corporation, CONVEYS and WARRANTS to:

VILLAGE OF HOMEWOOD,
2020 Chestnut Road
Homewood, IL 60430

an Illinois Municipal Corporation, a corporation created and existing under and by virtue of the Laws of the State of Illinois, the following described Real Estate situated in the County of Cook, State of Illinois, to wit:

Lot 1 in Upham Subdivision, being a subdivision of the East 583.74 feet of the West 974.00 feet of the North 579.00 feet of the NorthWest 1/4 of the NorthWest 1/4 of Section 1, Township 35 North, Range 13 East of the Third Principal Meridian, recorded July 28, 1970, as Document Number 21221730 in Book 824 of Plats, Page 24, in Cook County, Illinois.

Permanent Real Estate Index Number: **31-01-100-012-0000**

Address of Real Estate: **3055 183rd Street, Homewood, Illinois, 60430.**

SUBJECT TO Covenants, conditions, easements and restrictions of record and general real estate taxes for 2022 and subsequent years. This Deed is in lieu of demolition in the Village of Homewood vs. KM Homewood, LLC, et al, Case #20226005897 presently pending in the Sixth Municipal District of the Circuit Court of Cook County, Illinois.

IN WITNESS WHEREOF, said Grantor has caused its name to be signed to these presents by its President, and attested by its Secretary, this 19th day of October, 2022

KM HOMEWOOD, LLC, an Illinois Limited Liability Company

BY: 

Gerald H. Weber, Jr., Manager

State of Illinois)
 WINNEBAGO
 County of ~~Cook~~)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that **Gerald H. Weber, Jr.**, personally known to me to be the Manager of KM Homewood LLC, an Illinois Limited Liability Company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Manager, he signed and delivered the said instrument as Manager of the Limited Liability Company, pursuant to authority given under the terms of the Operating Agreement of KM Homewood LLC, as his free and voluntary act, and as the free and voluntary act and deed of said Limited Liability Company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 19th day of Oct. 21, 2022.

 Notary Public

OFFICIAL SEAL
LORI M. BRADLEY
 Notary Public, State of Illinois
 My Commission Expires 09/26/24

This instrument was prepared by:

Scott D. Dillner
 16231 Wausau Avenue
 South Holland, IL 60473

Mail to:

Village of Homewood
 2020 Chestnut Road
 Homewood, IL 60430

Send Tax Bills to:

Village of Homewood
 2020 Chestnut Road
 Homewood, IL 60430

GRANTOR/GRANTEE STATEMENT

The Grantor or his Agent affirms that, to the best of his knowledge, the name of the Grantor shown on the Deed of Assignment of Beneficial Interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated: 10/19, 2022.

Signature: _____

Grantor or Agent

Subscribed and sworn to before me
by the said Agent this 19th day of
October, 2022.

Notary Public



The Grantee or his Agent affirms and verifies that the name of the Grantee shown on the Deed of Assignment of Beneficial Interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated: _____, 2022.

Signature: _____

Grantee or Agent

Subscribed and sworn to before me
by the said Agent this ____ day of
_____, 2022.

Notary Public

NOTE: Any person who knowingly submits a false statement concerning the identity of a Grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to Deed or ABI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)



BOARD AGENDA MEMORANDUM

DATE OF MEETING: **October 25, 2022**

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Angela Mesaros, Director of Economic and Community Development

Topic: Economic Development Incentives – 2033 Ridge Road, Stoney Point Grill

PURPOSE

James Burke, owner and operator of the Stoney Point Grill in Mokena, IL, proposes to locate a restaurant on the first floor of the Hartford Building at 2033 Ridge Road, which is located in the Downtown TOD TIF District. The property is currently under redevelopment by HCF Homewood LLC as a mixed-use building. Stoney Point has requested financial assistance for the build-out of the restaurant in order for this project to be viable. The Village has agreed to provide \$850,000 of TIF and Non-TIF assistance to the owner of the restaurant.

PROCESS

In 2017, the Village established the Downtown Transit Oriented Development Tax Increment Financing District (TOD TIF) to support mixed-use and transit-oriented redevelopment. Stoney Point Grill has leased space on the first floor of the Hartford Building, a newly constructed mixed-use building. Stoney Point has requested assistance related to planning, design, site improvements, and construction of the restaurant. The Village engaged Kane McKenna and Associates to evaluate the application for incentives. Stoney Point has agreed to the terms of a redevelopment agreement.

OUTCOME

Stoney Point Grill plans to build out the first floor of the mixed-use residential/commercial property as a restaurant. A restaurant is a targeted business and will be an attraction to downtown Homewood. Redevelopment of the property will improve the overall physical conditions of the area and augment the area's mix of commercial uses.

The cost of the proposed restaurant build-out is \$1,500,000. The project will provide permanent full-time and part-time jobs upon opening the restaurant. The owner estimates \$1.498 million of annual gross food and beverage sales tax revenue at the subject location with an annual increase of 7% for the first ten years and 4% over the remaining years of the TIF. The estimated cumulative total sales tax and places of eating tax revenue to the Village through the TIF term is \$1,500,000.



Upon completion of construction and opening of the restaurant, the Village agrees to reimbursements to Stoney Point totaling \$850,000 over a five-year period, according to the following schedule:

1. \$425,000 within 30 days of the Opening Date, subject to Stoney Point payment to HCF Homewood LLC (the developer of the Hartford Building \$231,305 for reimbursement of expenses related to the restaurant.
2. \$85,000 after 12 months after the opening date.
3. \$85,000 after 24 months after the opening date.
4. \$85,000 after 36 months after the opening date.
5. \$85,000 after 48 months after the opening date.
6. \$85,000 after 60 months after the opening date.

This is a significant project in Homewood. The location of a restaurant on the first floor of the Hartford Building will add to the success of the redevelopment of this property. The restaurant will bring in additional foot traffic and add to the vitality of the downtown. The incentive amount is comparable to recent incentives given to restaurants such as Maple Tree Inn.

FINANCIAL IMPACT

- **Funding Source:** Downtown TOD Tax Increment Financing (TIF) Fund with any shortage being funded by Village of Homewood General Fund.
- **Budgeted Amount:** \$350,000
- **Cost:** \$850,000

LEGAL REVIEW

Completed

RECOMMENDED BOARD ACTION

Authorize the Village President to enter into a redevelopment agreement with Stoney Point Grill II, LLC of Mokena, IL to reimburse eligible expenses for the construction of a restaurant at 2033 Ridge Road.

ATTACHMENT(S)

Redevelopment agreement between Stoney Point Grill II, LLC and the Village of Homewood

REDEVELOPMENT AGREEMENT BETWEEN STONE POINT GRILL II, LLC AND THE VILLAGE OF HOMEWOOD

This Redevelopment Agreement is executed effective _____, 2022 (“Effective Date”) by the Village of Homewood, Cook County, Illinois, an Illinois municipal corporation (“Village”) and Stoney Point Grill II, LLC, an Illinois limited liability company (“Developer”). Capitalized terms used shall have the meaning ascribed in the Redevelopment Agreement unless modified herein, or if the context indicates otherwise.

WITNESSETH:

In consideration of the Preliminary Statements, the mutual covenants of this Agreement and other good and valuable consideration, the sufficiency and receipt of which is acknowledged, the Village and the Developer agree:

1. Preliminary Statements.

Among the matters of mutual inducement prompting this Agreement are:

(a) The Village in 2017 established the Downtown Transit Oriented Development Tax Increment Financing District (TOD TIF) to re-establish the redevelopment project area as a vibrant mixed-use and transit-oriented district.

(b) Developer has proposed leasing space on the first floor of a newly-constructed four-story, mixed-use building in the TOD TIF, (“the Project”).

(c) Developer has requested assistance from the Village in the management of real estate taxes for the Project, and financial assistance related to planning, design, site improvement, and construction of the Project.

(d) The Village has engaged the firm of Kane McKenna and Associates to independently assess the Project’s viability and the Developer’s eligibility for financial assistance.

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

(f) The Project will enhance the downtown area by creating employment opportunities, generating additional commerce in the central business district, and providing another dining option for area residents and tenants of the building.

2. Village Authority.

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

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

3. Term of the Agreement.

The term of this Agreement shall commence on the day succeeding the date of execution first written above. Expiration of the Agreement shall be at 12:00 p.m. on December 31, 2042, or when all incentives have been paid to the Developer, whichever occurs first.

4. Conditions Precedent to the Village's Undertakings.

All undertakings by the Village under this Agreement are subject to satisfaction of these conditions by Developer:

(a) Within 365 days from the Effective Date, Developer shall have constructed the Project and opened for business (the "Opening Date").

(b) Before acceptance of the Final Completion of the Project by the Village, Developer shall have delivered to the Village an unaudited certified statement of all costs of the Project signed by an officer of the Company, with such other relevant cost certifications relating to the Project as the Village may reasonably request.

5. Undertakings by the Village.

- (a) Upon timely completion by Developer of all the conditions precedent, the Village undertakes to aid the Developer through cost reimbursements and other support totaling \$850,000.00 over a five-year period, according to the following schedule:

\$425,000 within 30 days of the Opening Date, subject to Exhibit A
 \$85,000 after 12 months of Continuous Operation after the Opening Date
 \$85,000 after 24 months of Continuous Operation after the Opening Date
 \$85,000 after 36 months of Continuous Operation after the Opening Date
 \$85,000 after 48 months of Continuous Operation after the Opening Date
 \$85,000 after 60 months of Continuous Operation after the Opening Date

“Continuous Operation” shall mean that the restaurant is open to the public for food and beverage service for at least five days per week.

Costs to be reimbursed to the Developer by the Village are listed in Exhibit B.

(b) Source of Funds

- a. As authorized by the State of Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.1-1 *et seq.*, referred to as the “Act”) and subject to this Agreement, the Village of Homewood agrees to reimburse the Developer for those expenses identified in Exhibit B eligible for reimbursement under the Act, payable from incremental tax revenues deposited in the TOD TIF special tax allocation fund, to the extent incremental tax revenues from the TOD TIF are available.
- b. For those costs identified in Exhibit B as non-TIF eligible, or if incremental tax revenues are insufficient to reimburse TIF eligible expenses, the Village shall rebate Places for Eating Taxes collected by the Developer while operating the Project.
- c. To the extent incremental tax revenues are insufficient to reimburse TIF eligible expenses, and Places for Eating Taxes rebated to the Developer are insufficient, the Village shall make up any shortfall by making an economic development grant under 65 ILCS 5/8-1-2.5 for the difference.

6. Undertakings on the Part of Developer.

- (a) Developer shall complete the Project in substantial accordance with the Cost Estimates, plans and specifications approved by the Village, and all ordinances, rules and regulations of the Village and of other regulatory agencies from which approval must be obtained.

(b) Promptly upon completing the Project, Developer shall request a certificate from the Village certifying that Developer has completed the Project in conformance with the Cost Estimates (the "Certificate of Completion"), and the Village shall not unreasonably withhold or delay issuance of such Certificate of Completion. Denial of such Certificate of Completion by the Village shall be made within ninety (90) days from receipt of Developer's request for certification, and shall include the specific elements of completion required for such certificate to be issued. Developer shall have sixty (60) days or such reasonable time to comply with the terms of the denial and to issue a new request for certification. With the request for a Certificate of Completion, Developer shall provide an affidavit that the Project has been completed free from any mechanics liens, and shall, at the request of the Village, provide final lien waivers for of all the work. Developer acknowledges that it must comply with Village codes and ordinances regarding issuing building and occupancy permits.

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

(d) Developer covenants and agrees to make all of its records relevant to the Village's determination of Project construction costs available to the Village for inspection and copying during regular business hours. The Village will attempt to maintain the confidentiality of any information identified by Developer as proprietary, privileged, or confidential, provided Developer certifies that disclosure of the commercial or financial information would cause competitive harm to the Developer. If the Village receives a request for disclosure of such information under the Illinois Freedom of Information Act, the Village shall notify Developer providing a copy of the request to Developer, and Developer shall have five (5) business days to notify the Village in writing that it consents or refuses to consent to release of the information. If Developer refuses or fails to consent to disclosing such proprietary information within five (5) business days, the Village may refuse to disclose the information requested, and if, because of such refusal, litigation is filed against the Village under the Illinois Freedom of Information Act or similar statute relating to the Village's failure to disclose such information, Developer shall indemnify and hold the Village harmless regarding any attorney's fees or costs or judgments imposed on or incurred by the Village in connection with such action. Developer acknowledges that the Village must comply with any court order requiring the release of any confidential or proprietary information and that the Village has no obligation to appeal such court order.

(e) During construction of the Project, Developer shall maintain worker's compensation insurance and liability insurance in amounts and with companies licensed or authorized to do business in Illinois and shall cause the Village, its elected

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

(f) At or before execution of this Agreement, Developer shall furnish proof of financing in the form of a letter of commitment acceptable to Village from a financial institution along with evidence of the equity required for the necessary funding to complete the Project.

(g) The Owner shall comply with all requirements imposed by the Homewood Municipal Code, including registration and filing monthly Places for Eating Tax returns with the Village's Finance Department.

7. Representations and Warranties of Developer.

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

(b) Developer represents and warrants that the Project shall be constructed and completed at a cost no less than the Cost Estimates, subject to Developer's right to obtain cost savings during construction, and Developer shall not make any reduction therein without the reasonable approval of the Village.

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

(d) Developer represents and warrants that the approximate cost of the Project (excluding interest payments) shall not be less than \$1,500,000.

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

charges, provided that, during any such contest, the enforcement of the lien of such taxes, assessments or charges is stayed.

8. Defaults.

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

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

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

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

(d) Developer shall: (i) become insolvent; and (ii) be unable, or admits in writing its inability to pay, its debts as they mature; or (iii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its or their property; or (iv) be adjudicated a bankrupt; or (v) file a petition in bankruptcy or to effect a plan or other arrangement with creditors; or (vi) file an answer to a creditor's petition (admitting the material allegations thereof) for an adjudication of bankruptcy or to effect a plan or other arrangement with creditors; or (vii) apply to a court to appoint a receiver for the Project; or (viii) have a receiver or similar official appointed for any of its assets, or, if such receiver or similar official is appointed without the consent of Developer and such appointment shall not be discharged within sixty (60) days after his appointment or Developer has not bonded against such receivership or appointment; or (ix) a petition described in (v) is filed against Developer and remains undismissed for sixty (60) consecutive days, unless the same has been bonded.

Upon an occurrence of a default by either Party under this Agreement, the non-defaulting Party shall be relieved of any of its obligations arising under this Agreement and such obligations shall be immediately canceled and with no effect. After an uncured default, the non-defaulting Party may exercise remedies available to it under the Agreement. The remedies shall include, but are not limited to, revoking the site plan and building permits, authorizing payment to the Village of any funds held in escrow, or taking whatever action at law or in equity as may appear necessary or desirable to enforce performance and observance of any obligation, undertaking, covenant or agreement of the non-defaulting party in paragraphs 4, 5, and 6 of this Agreement.

Provided, however, the Village shall be required to perform its obligations under paragraph 5 if Developer has substantially performed its obligations.

9. Notices.

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

To the Village:

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

To the Developer:

James T. Burke
STONE POINT GRILL II, LLC,
19031 Old La Grange Road
Suite 205
Mokena, IL 60448

With Copy to:

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

With Copy to:

John Newton
JOHN NEWTON, P.C.
18400 Maple Creek Drive
Suite 500
Tinley Park, IL 60477

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

10. Law Governing.

This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

11. Assignment or Transfer of Project.

This Agreement is between the Village of Homewood and Stoney Point Grill II, LLC. Developer may not sell, assign, or otherwise convey its interest in this Agreement or its incentives to a third party without the Village's express written approval. The Village reserves the right, in its sole discretion, to withhold consent to transferring the benefits of this Agreement to any third party.

12. Time.

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

13. Binding Effect.

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

14. Limitation of Liability and Indemnification.

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

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

15. Reimbursement for Legal Fees and Expenses.

In the event either Party institutes legal proceedings against the other Party relating to a default under this Agreement and secures a judgment in its favor, the court having

jurisdiction thereof shall determine and include in its judgment all expenses of such legal proceedings incurred by the prevailing party, including court costs, reasonable attorneys' fees, and witness fees in connection therewith.

16. Force Majeure.

In case because of "Force Majeure" either party is unable wholly or in part to carry out its obligation under this Agreement, then if such party gives written notice, including the full particulars of such "Force Majeure" to the other party within a reasonable time after occurrence of the cause relied on, the obligation of the party giving such notice, so far as it is affected by such "Force Majeure" shall be suspended during the continuance of the inability, but for no longer period, and such party shall endeavor to remove such inability with all reasonable dispatch. The term "Force Majeure" as used herein means but shall not be limited to: Acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States, or the State of Illinois or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fire, hurricanes, tornadoes, storms, floods, washouts, droughts, restraint of government and people, civil disturbances or explosions. The parties agree that settlement of strikes and lockouts is entirely within the discretion of the party having the difficulty but that the above requirement that any "Force Majeure" shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty.

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

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

18. Village Approval or Direction.

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

19. Section Headings and Subheadings.

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

20. Authorization to Execute.

The officers of Developer executing this Agreement warrant that they are authorized to execute this Agreement on the Developer's behalf. The President and Clerk of the Village warrant that they have been lawfully authorized by the Corporate Authorities of the Village to execute this Agreement. Developer and Village shall deliver, upon request to each other, copies of all articles of incorporation, bylaws, minutes and other evidence of the authority to execute this Agreement on behalf of the respective parties.

21. Amendment.

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between Developer and the Village relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties unless authorized under law and reduced to writing and signed by them.

22. Curing Default.

If any default under or violation of this Agreement, the party not in default or violation shall serve written notice upon the party or parties in default or violation, which notice shall be in writing and shall specify the particular violation or default. The parties shall use their best efforts to cure any violation of this Agreement or default by any of them within ninety (90) days from written notice of such default. Should the default continue throughout the ninety (90) day cure period, and the defaulting party has provided no evidence of a good faith effort to correct such default, then the Agreement shall be terminated, and the offending party shall be in default. Should the defaulting party provide sufficient evidence of a good faith effort to correct the default within the initial ninety (90) day cure period, then the cure period shall be extended for a period not to exceed ninety (90) days or such reasonable time to cure said default, whichever is greater. If such default is so cured to the reasonable satisfaction of the parties within the cure period not exceeding ninety (90) days, all the terms of this Agreement shall remain in full effect. Any obligation of the Village to make payments during any default period shall be stayed. Any period of default shall not extend the time limits set forth for payments.

23. Conflict Between the Text and Exhibits.

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

24. Severability.

If any provision of this Agreement is held invalid by a court of competent jurisdiction or in the event such a court shall determine that the Village does not have the power to perform any such provision, such provision shall be excised here from and the invalidity thereof shall affect none of the other provisions herein, and such judgment or decree shall relieve Village from performance under such invalid provision of this Agreement; provided, however, if the judgment or decree relieves the Village of its obligations under paragraph 5, then Developer will be relieved of its obligations.

25. Expiration and Termination.

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

26. Execution of Agreement and Counterparts.

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

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

Village of Homewood
an Illinois municipal corporation

STONEY POINT GRILL II, LLC,
an Illinois limited liability company

By: _____
Village President

By: _____
Its: _____

Attest:

Village Clerk

Attest:

By: _____
Its: _____

Exhibit A

Partial Assignment of Initial Incentive Payment to HCF Homewood, LLC

Stoney Point Grill II, LLC (“Stoney Point”) acknowledges that HCF Homewood, LLC, an Illinois limited liability company (“HCF Homewood”) has, at Stoney Point’s request, constructed or caused to be constructed improvements to the Project as described in this Agreement. As provided in this Agreement, Stoney Point is entitled to reimbursement from the Village for certain development costs as provided in Paragraph 5 of the Agreement, including a \$425,000 payment within 30 days of the restaurant’s Opening Date. Stoney Point irrevocably authorizes and directs the Village of Homewood to pay HCF Homewood \$231,305.00 of the initial \$425,000.00 incentive payment to reimburse HCF Homewood for these expenses incurred by HCF Homewood in building out the Project:

TIF ELIGIBLE EXPENSES	AMOUNT DUE
Trusty Plumbing - Restaurant Under-slab Plumbing	\$6,300.00
Trusty Plumbing - Restaurant Gas Piping	\$5,000.00
Dunleavy Construction - Site Utilities (Grease Trap)	\$13,756.00
Total TIF Eligible	\$25,056.00
Galas Heating & Air Conditioning - Restaurant HVAC	\$166,249.00
Krupa Electric - Restaurant Electrical Work	\$40,000.00
Total non-TIF Eligible	\$206,209.00
TOTAL ASSIGNED TO HCF HOMEWOOD, LLC	\$231,305.00

HCF Homewood shall be paid on the date Stoney Point becomes eligible to receive the initial \$425,000 incentive payment under the Agreement.

Exhibit B**TIF and Non-TIF Costs to be Reimbursed**

ELIGIBLE EXPENSES	AMOUNT DUE
Wood & Plastics	\$192,000
Thermal & Moisture Protection	\$2,500
Doors & Windows	\$14,750
Finishes	\$113,000
Specialties	\$10,500
Fire Protection	\$24,000
Plumbing	\$85,000
HVAC	\$70,000
Electrical	\$140,000
Kitchen & Bar Equipment	\$495,002
Insurance and Construction Fees	\$101,145
TOTAL ASSIGNED TO STONEY POINT, LLC	\$1,247,897

VILLAGE OF HOMEWOOD



BOARD AGENDA MEMORANDUM

DATE OF MEETING: October 25, 2022

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: John D. Schaefer, Director of Public Works

Topic: 183rd Street Pilot Traffic Study Results/Recommendations

PURPOSE

In spring 2021, Burns & McDonnell was directed by the Village to conduct a study of potential improvements to 183rd Street in the Village of Homewood. A presentation was made by Burns & McDonnell to the Village Board in December 2021 regarding the findings of the study. Village staff was directed to review a list of recommendations, and to present their recommendations to the Village Board for direction and approval.

PROCESS

The corridor's west terminus for this study was Park Avenue and the east terminus was Halsted Street, a distance of 1.83 miles. The 183rd Street corridor consists of two traffic lanes in each direction for its entire length. The Halsted Street intersection was included in the study, but is generally not identified as a Village issue or a potential improvement location because the intersection and most of its concerns are under IDOT jurisdiction.

The following is a variety of causes that attributed to the various safety issues:

- Rear-end crashes at the signalized intersections were often due to backups at intersections.
- The frequency of driveways in some segments and poor sight lines at minor streets were the cause of a surprisingly high number of mid-block crashes.
- The offset geometry of the Center Street intersection results in confusing travel movements and a high concentration of angle and turning crashes.

Following the crash analysis effort, the Burns & McDonnell project team developed an extensive list of mitigation concepts outlined in the national and state versions of the Highway Safety Manual (HSM), which documented their potential for crash mitigation. Village staff reviewed a list of these mitigation concepts, which could be applied to the corridor, and performed a preliminary evaluation of their suitability based on feasibility for construction (e.g. can the concept fit within existing right-of-way?), and suitability for the issues at that location (e.g. will the concept reduce the queues that cause crashes?).

VILLAGE OF HOMEWOOD



OUTCOME

Village staff concluded its review of the Burns & McDonnell list of feasible concepts and selected the following to be considered as a phased-in approach to recommend to the Village Board:

- Make Gottschalk Avenue a dead end street, at the north side of 183rd, or make Gottschalk one-way northbound from 183rd to Olive Road (pending Gottschalk's residents input) [Estimated cost TBD]
- Pilot Road Diet – Riegel Road to Morgan Street. If successful, permanently re-stripe 183rd from Morgan Street to Riegel Road. [Permanent re-stripe \$107,000 – \$515,000]
- Develop Phase One engineering for installation of a traffic signal at Center Street, and seek funding through grant programs. [Estimated cost \$94,101]
- Park Avenue – Install lane delineators to allow left turns from 183rd onto Park Avenue, but prevent left turns from Park Avenue onto 183rd, and right turns only onto 183rd from Park Avenue. [Estimated cost \$20,000]

The Village Board considered and approved a phased approach for modifying traffic movements affecting 183rd Street traffic at Park Avenue, and the Pilot Road Diet, based on the Burns & McDonnell Traffic Study and Public Works staff recommendations.

Results since the Village Board's approved phased approach:

Pilot Road Diet – Riegel Road to Morgan Street. Temporarily reduce 183rd to one lane for westbound traffic and one lane eastbound with a center turn lane from Riegel to Halsted. Before the lane changes were made, Public Works held two open house meetings for 183rd residents to explain the pilot program. Public Works changed the traffic pattern on May 16, 2022 and continued this for two weeks. The first morning after the change, we observed traffic backed up from Aberdeen to Loomis, so we made minor adjustments to the traffic configuration near Aberdeen to accommodate school bus traffic, and made an adjustment at Morgan. Once this adjustment was made, the longest back up observed was from Aberdeen to Center Ave (one block) and was just for a brief time.

From the traffic counts and speed of vehicles taken before and after the pilot, we saw a reduction in speed of travel from an average of 35-40mph to 25-35mph; we saw a significant reduction in vehicles traveling over 45mph.

Traffic volumes for westbound traffic stayed almost the same, and traffic for eastbound traffic did not decrease significantly during morning peak periods, but did during afternoon peak periods, on an average of 60-100 vehicles. This traffic primarily diverted to Ridge Road and 187th where we saw traffic volume increase on Ridge by an average of 67-105 vehicles per hour, and we saw traffic volume increase on 187th by an average of 15-50 vehicles per hour. We also saw a significant reduction in vehicles traveling over 45mph.

VILLAGE OF HOMEWOOD



Staff spoke with the school crossing guards at 183rd Street and Aberdeen Street, and they felt it was much safer and easier to cross the students at the intersection during the pilot program. The parents who drop their children off at school seemed to have adapted to the new configuration well. The Superintendent of Homewood School District 153 also commented that he felt the road diet was very successful and had positive results.

Public Works held two open house meetings after the Pilot Road Diet was completed to report the results to the residents and to receive feedback from the residents along 183rd Street from Riegel to Halsted. Overall, the majority of the residents who attended the open houses were in favor of permanently re-striping 183rd from a two-lane road in each direction, to a single-lane in each direction, with a center left turn lane and painted bike lane along the curb.

Gottschalk Avenue at 183rd Street - Public works proposed to either make Gottschalk Avenue a dead end street at the north side of 183rd Street, or make Gottschalk Avenue a one-way street northbound from 183rd Street to Olive Road (pending Gottschalk residents' input). Before the changes were made, Public Works held two open house meetings to explain the pilot's temporary closure and the reasoning behind the program to the neighborhood residents. The neighborhood residents had concerns about the effects that these closures would have on the nearby streets. Public Works informed the residents that the traffic/speed data would be collected before and during the pilot to see what the effects would be, and once we had this information, we would share our findings with the residents. Public works closed Gottschalk at 183rd for two weeks, and collected the traffic data on the following streets:

Gottschalk Avenue from 183rd Street to Hickory Road

Highland Avenue from 183rd Street to Ridge Road

Olive Road from Gottschalk Avenue to Highland Avenue

Sycamore Avenue from Gottschalk Avenue to Highland Avenue

Homewood Avenue was not able to be collected (we only had four traffic counters)

We found that traffic increased on Olive Road, but we did not see any significant increase on the other streets, with the exception of Homewood Avenue because we were not able to collect data on this street. We also saw a reduction in traffic volume on Gottschalk Avenue.

Public Works held two open house meetings after the Pilot Road closure was completed to report the results to the residents and to receive feedback from the residents. The majority of the residents on Gottschalk who attended the meetings are in favor of the closure, but the majority of the residents of the surrounding streets who attended the meetings are not in favor of the closure.

Park Avenue - Install lane delineators to allow left turns from 183rd Street onto Park Avenue, but prevent left turns from Park Avenue onto 183rd Street, and right turns only onto 183rd Street from Park Avenue.

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Per the Village Board's direction, this was completed, and we have received numerous calls and emails thanking the Village for this work.

183rd Street & Center Avenue - Develop Phase One engineering for installation a traffic signal at Center Street, and seek funding through grant programs to complete plans and construction. This will be discussed in a separate item for Village Board consideration.

FUNDING:

The estimated cost for the construction of the bike lane (re-striping) is \$241,000. To cover the cost of this work, the Village completed and submitted an Illinois Transportation Enhancement Program (ITEP) application in September 2022. The 2022 ITEP application submission period closed on September 30, 2022. The ITEP review and selection process occurs from October 2022 through to April 2023, with the announcement of selected projects occurring in Spring of 2023. The Village is fully dependent on the awarding of this grant funding to complete the 183rd Street improvements.

Future maintenance costs of \$34,000 every other year would be required to maintain the striping and bike lane. If the Village is unsuccessful in receiving the ITEP grant funding, it will be extremely difficult to implement this lane configuration. In addition, with no definitive solutions for the closure of Gottschalk Avenue, we are not able to estimate the costs until other possible solutions are properly vetted.

STAFF RECOMMENDATION

Staff recommends the Village Board approve the 183rd Street bike lane reconfiguration project with the understanding that the project cannot be implemented until construction dollars are identified. The project consist of the re-striping of 183rd Street from Morgan Avenue to Dixie Highway based on the results of the Pilot Road Study conducted in May 2022. The project, when completed, will reduce the current two lane (both westbound and eastbound) traffic configuration into a single-lane westbound with a bike lane and a single-lane eastbound with a bike lane, with the incorporation of a center left turn lane.

FINANCIAL IMPACT

- **Funding Source:** ITEP Grant
- **Budgeted Amount:** Village required percentage match not covered by ITEP Grant - *(ITEP covers up to 80 percent of the cost related to preliminary engineering, utility relocations, construction engineering and construction costs.)*

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LEGAL REVIEW

Not Required

RECOMMENDED BOARD ACTION

Approve the 183rd Street bike lane reconfiguration concept subject to available funding.

ATTACHMENT(S)

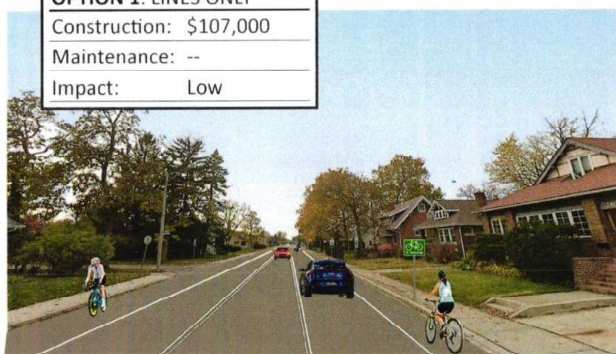
Road Diet Configurations

OPTION 1: LINES ONLY

Construction: \$107,000

Maintenance: --

Impact: Low

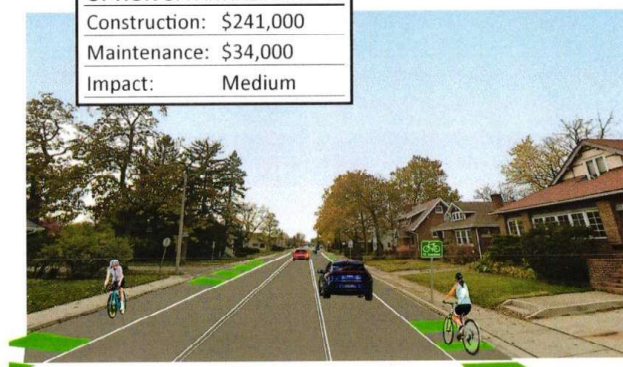


OPTION 3: PARTIAL PAINT

Construction: \$241,000

Maintenance: \$34,000

Impact: Medium

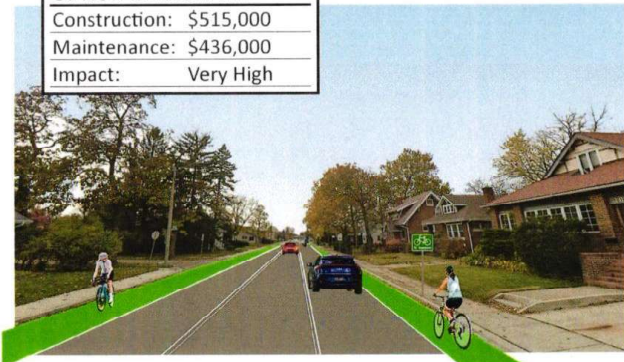


OPTION 2: FULL PAINT

Construction: \$515,000

Maintenance: \$436,000

Impact: Very High



OPTION 4: BARRIER PROTECTED

*Not feasible due to snow
removal considerations*



Open House Meetings | September 15, 2022 and September 17, 2022