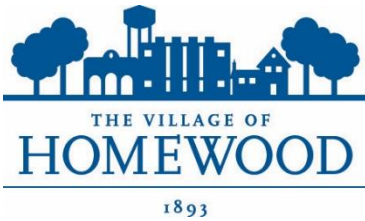


MEETING AGENDA



Board of Trustees Meeting

Village of Homewood

June 27, 2023

Meeting Start Time: 7:00 PM

Village Hall Board Room

2020 Chestnut Road, Homewood, IL

Board Meetings will be held as in-person meetings. In addition to in-person public comment during the meeting, members of the public may submit written comments by email to 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 June 13, 2023.

6. Claims List:

Consider a motion to approve the Claims List of Tuesday, June 27, 2023 in the amount of \$276,613.15

7. Hear from the Audience

8. Appointment(s):

Consider a motion to appoint Nicole Gleeson to the Beautification Committee for a five-year term ending on June 27, 2028.

9. Presentation(s):

President Hofeld will present an award to Camille Johnson as the winner of the contest for guessing the number of streets in the Village of Homewood.

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

A. R-3148/Retirement of Street Division Supervisor/Robert W. Pettigrew: Pass a resolution congratulating Robert W. Pettigrew on his retirement from the Village of Homewood Public Works Department.

B. R-3149/Redevelopment Agreement/East Hazel Crest/Wind Creek Casino: Pass a resolution approving a redevelopment agreement between the Village of Homewood, the Village of East Hazel Crest, and Wind Creek IL, LLC for the redevelopment of property to construct a casino, hotel and parking garage within the Northeast Tax Increment Redevelopment Project Area in

Homewood and the Halsted Street Redevelopment Project Area in the Village of East Hazel Crest.

- C. Budget Amendment/Waive Competitive Bidding/Purchase of I-Plan Tables: Approve a budget amendment allocating \$25,280 of ARPA funds for the purchase of two I-Plan tables; waive competitive bidding due to the technical nature of the item making competition impractical or negating standardization [Purchasing Policy - Section 5(5)]; and, approve the purchase of two I-Plan tables for from iProjectSolutions LLC of St. Joseph, MO for an amount not to exceed \$25,280.
- D. Budget Amendment/Bid Award/Fire Department Front Apron Replacement/Strada Construction Co.: Approve a budget amendment allocating \$94,572 of American Rescue Plan Act funds for the removal and replacement of the entire east side of the front concrete apron of the Fire Department, as well as the concrete curb and sidewalk along Dixie Highway; and award the bid to Strada Construction Co. of Addison, IL as the lowest responsible bidder for an amount not to exceed \$94,572.
- E. Bid Award/Water Distribution System Leak Survey Project/M.E. Simpson Company, Inc.: Award a bid to M.E. Simpson Company, Inc. of Valparaiso, IN, the lowest responsible bidder, for the Water Distribution System Leak Survey Project, in an amount not to exceed \$25,425.
- F. Budget Amendment/Waive Competitive Bidding/Purchase Turnout Gear/Municipal Emergency Services, Inc.: Approve a budget amendment allocating \$73,550 of ARPA funds; waive competitive bidding due to a sole source provider; and, approve the purchase of 20 sets of fire turnout gear coats and 21 sets of fire turnout gear pants from Municipal Emergency Services, Inc. of Lombard, IL in an amount not to exceed \$73,550.
- G. Bid Award/Marlin Lane & Marlin Court Water Main and Storm Sewer Improvements/M&J Underground Inc.: Award the bid for a 2023 Capital Improvement Program for Marlin Lane & Marlin Court Water Main and Storm Sewer Improvements to M&J Underground Inc. of Monee, IL, the lowest responsible bidder, for a contract amount of \$675,138.81.
- H. Budget Amendment/Bid Award/Lincoln Avenue Water Main Replacement - Water Main Parts/Core & Main: Approve a budget amendment allocating \$137,000 of ARPA fund for the Lincoln Avenue Main Replacement Project; and award a material purchase contract to Core & Main of Mokena, IL, the lowest responsible bidder, to purchase water main parts at the unit prices listed in the attached bid tabulation for an amount not to exceed \$29,078.60.
- I. M-2256/Zoning Variance/Parking Pad/17915 Riedle Court: Pass an ordinance granting a variance to allow a parking pad at 17915 Riedle Court, Homewood, Cook County, Illinois.

11. New Business:

- A. Budget Amendment/Option to Purchase/1313 175th Street: Consider a motion to approve a budget amendment of \$25,000 in the Northeast TIF Fund for an option to purchase the office building at 1313 175th Street from Huey Plaza LLC.
- B. Letter of Intent/1313 and 1351 175th Street/Apparel Redefined: Consider a motion to approve a Letter of Intent with Apparel Redefined for purchase and redevelopment of the office building at 1313 175th Street and adjacent Village-owned vacant land at 1351 175th Street into a light manufacturing facility in the Northeast TIF.

12. General Board Discussion

13. Adjourn

Zoom Link:

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

Select: JOIN A MEETING from menu at top right of page. Meeting I.D.: 980 4907 6232

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

- To Listen to the Meeting via Phone - Dial: (312) 626-6799

Enter above "Meeting I.D. and Meeting Password" followed by "#" sign

VILLAGE OF HOMEWOOD
BOARD OF TRUSTEES MEETING
TUESDAY, JUNE 13, 2023
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, Julie Willis, Trustee Anne Colton, Trustee Vivian Harris-Jones, Trustee Jay Heiferman and Trustee Lauren Roman.

President Hofeld introduced staff present: Village Manager Napoleon Haney, Village Attorney Chris Cummings, Assistant Village Manager Tyler Hall, Public Works Director John Schaefer, Economic Development Director Angela Mesaros, Finance Director Amy Zukowski, Fire Chief Bob Grabowski and Police Chief Denise McGrath.

MINUTES: The minutes of the meeting of May 23, 2023, were presented. There were no comments or corrections.

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

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

CLAIMS LIST: The Claims List in the amount of \$892,995.71 was presented. There were no questions from the Trustees.

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

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

President Hofeld said three items totaled 66 percent of the Claims List: the \$266,704.65 payment to Chicago Heights for Lake Michigan water, the \$236,938.56 for employee insurance for June and \$80,659.01 for the payment to Thorn Creek.

HEAR FROM AUDIENCE: A resident came forward to applaud the Pride celebration at Irwin Park on June 9 and urged the Village to join with the Village of Flossmoor and the Homewood-Flossmoor Park District on future events, especially next year's Pride celebration.

OATH OF OFFICE: Clerk Thomas administered the oath of office to Joseph Hupfer, hired as the utility maintenance worker in the Department of Public Works.

PRESENTATION: The board was asked to approve Resolution-3145 honoring outgoing Finance Director Dennis Bubenik on his 23 years of service to the Village.

A motion was made by Trustee Colton and seconded by Trustee Harris-Jones to approve the resolution.

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

Clerk Thomas read the resolution. Mr. Bubenik was invited to the podium. In his farewell remarks, he thanked the Village Board and Mayor Hofeld for their support, the department heads and staff he has worked with over the years, the citizens, other taxing bodies in Homewood, pension fund boards. He listed opportunities and challenges ahead focusing on housing, the future casino, the former Walmart site, property taxes, information technology and transportation. He received a round of applause from the audience.

OATH OF OFFICE: Village Clerk Thomas administered the oath of office to Amy Zukowski, the new director of finance. She started with the Village in 2008 as an accountant and was promoted to assistant finance director in 2015 working under Mr. Bubenik.

OMNIBUS VOTE: Consider a motion to pass, approve, authorize, accept, or award the following item(s):

- A. M-2252/Special Use Permit/Glamour 1 Productions, LLC/18350 Kedzie, Suite 200: Pass an ordinance granting a Special Use Permit for a Spa in B-3 General Business District for “Glamour 1 Productions, LLC” at 18350 Kedzie Avenue, Suite 200.
- B. M-2253/Special Use Permit/bbHOLISTIC, LLC/920 175th Street: Pass an ordinance granting a Special Use Permit for Massage Therapy in B-4 Shopping Center District for “bbHOLISTIC, LLC” at 920 175th Street, Suites 1 and 2.
- C. R-3146/Solicitation of Bids and Proposals/2124 183rd Street: Pass a resolution authorizing the Village Manager to solicit bids and proposals for the sale of surplus village-owned real estate at 2124 183rd Street.
- D. R-3147/Motor Fuel Tax Funds/2023 Rebuild Illinois Bond Resurfacing Program: Pass a resolution appropriating an additional \$212,000 of Motor Fuel Tax funds to fully fund the bid award for the 2023 Rebuild Illinois Bond Resurfacing Program.
- E. Bid Award/Street Resurfacing/D Construction Inc.: Award the 2023 Rebuild Illinois Street Resurfacing Program contract to D Construction Inc. of Coal City, IL, the lowest responsible bidder, in a contract amount of \$629,523.74.
- F. Bid Award/Pavement Marking/Traffic Control Co.: Award the 2023-24 pavement marking bid to Traffic Control Co. of Chicago Heights, IL, the lowest responsible bidder, for the unit prices of \$0.25/4” pavement marking, \$0.53/6” pavement marking, \$1.25/12” pavement marking, \$2.75/24” pavement marking, \$2.75/letters and symbols, and \$1.50/pavement marking removal, in an amount not to exceed \$99,871.86.
- G. Budget Amendment/Contract Renewal/Concrete Grinding/Universal Concrete Grinding, LLC: Approve a budget amendment allocating \$80,000 of American Rescue Plan Act funds for concrete grinding of sidewalk trip hazards; and, renew the 2022-23 Contract for Sidewalk Survey and Saw Cutting or Grinding of Trips Hazards with Universal Concrete Grinding, LLC of Girard, OH in an amount not to exceed \$100,000.

- H. Budget Amendment/Southwest TIF Fund/Brick Pavers and Tree Grates: Approve a budget amendment of \$36,000 to the Southwest TIF fund for The Construction & Design Group, Inc. of North Riverside, IL to remove and replace brick pavers that are considered to be trip hazards and to remove and replace tree grates with rubberized material located within the Southwest TIF area. The contract for this work and a budget amendment were approved by Village Board in 2022 before expiration of the Southwest TIF. Since the Village's fiscal year ended on April 30, 2023, the budget amendment had to be reapproved in the current fiscal year.
- I. M-2254/Amendments to Fee Schedule/Fingerprinting Charges: Pass an ordinance amending the "Finance Department Fees" and the "Liquor License Fees" sections of the Homewood Fee Schedule to add a \$50 fee to recover costs incurred for fingerprinting applicants.
- J. M-2255/Class 4A Liquor License/Stoney Point Grill II, LLC/2031 Ridge Road: Pass an ordinance amending the Table of the Number of Liquor License Limitations by Class to increase the allowed number of Class 4A liquor licenses by one to allow the local liquor commissioner to issue the license to the proposed Stoney Point Grill II, LLC location at 2031 Ridge Road. The increase in the number of available Class 4A license is contingent upon the owner(s) of the proposed Stoney Point Grill II, LLC received an approved background check.

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

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

GENERAL BOARD DISCUSSION: Trustee Colton said the Pride event at Irwin Park was great. Trustee Heiferman agreed, and Trustee Roman appreciated the cooperation between the Village of Homewood, the Village of Flossmoor and the Homewood-Flossmoor Park District in putting the event together.

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

The meeting adjourned at 7:23 p.m.

Respectfully submitted,

Marilyn Thomas

Village Clerk

Name	Description	DEPARTMENT	Net Invoice Amount
ACS FILTERS & SERVICE	HVAC FILTERS	PUBLIC WORKS	1,249.50
Total ACS FILTERS & SERVICE:			1,249.50
AMAZON CAPITAL SERVICES IN	PROMOTIONAL MATERIALS	FIRE DEPARTMENT	43.40
Total AMAZON CAPITAL SERVICES INC:			43.40
AMERICAN DEMOLITION CORP	HYDRANT METER PERMIT REFUND	PUBLIC WORKS	285.28
Total AMERICAN DEMOLITION CORPORATION:			285.28
AMERICAN LAWN LLC	SHOPPING CARTS	FIRE DEPARTMENT	175.00
AMERICAN LAWN LLC	GRASS CUTTING	FIRE DEPARTMENT	363.00
AMERICAN LAWN LLC	GRASS CUTTING	FIRE DEPARTMENT	282.80
AMERICAN LAWN LLC	SHOPPING CARTS	FIRE DEPARTMENT	200.00
AMERICAN LAWN LLC	COMMERCIAL CUTS	FIRE DEPARTMENT	268.00
AMERICAN LAWN LLC	GRASS CUTTING	FIRE DEPARTMENT	205.20
AMERICAN LAWN LLC	SHOPPING CARTS	FIRE DEPARTMENT	125.00
Total AMERICAN LAWN LLC:			1,619.00
AUTO PALACE INC	POLICE UTILITY ACCIDENT REPAIR	PUBLIC WORKS	5,410.58
Total AUTO PALACE INC:			5,410.58
AVALON PETROLEUM COMPAN	FUEL INVENTORY DIESEL	ASSETS	1,894.80
AVALON PETROLEUM COMPAN	FUEL INVENTORY GASOLINE	ASSETS	10,701.90
Total AVALON PETROLEUM COMPANY:			12,596.70
B ALLAN GRAPHICS	BUSINESS CARDS - FINANCE DIRECTOR	MANAGER'S OFFICE	65.00
B ALLAN GRAPHICS	BUSINESS CARDS - APPEARANCE COMMISSION	MANAGER'S OFFICE	65.00
B ALLAN GRAPHICS	BUSINESS CARDS - TRUSTEE	MANAGER'S OFFICE	65.00
Total B ALLAN GRAPHICS:			195.00
BERLANDS HOUSE OF TOOLS	SAFTEY EQUIPMENT	PUBLIC WORKS	120.95
Total BERLANDS HOUSE OF TOOLS:			120.95
BILLO ANTHONY	TRAINING	FIRE DEPARTMENT	30.00
Total BILLO ANTHONY:			30.00
BLACK DIRT INC	BLACK DIRT	PUBLIC WORKS	600.00
Total BLACK DIRT INC:			600.00
BLUE COLLAR SUPPLY COMPA	SAFETY VESTS	PUBLIC WORKS	48.58
Total BLUE COLLAR SUPPLY COMPANY:			48.58
BRENNTAG GREAT LAKES	DELIVERY AND INSURANCE CHARGES	PUBLIC WORKS	458.50
Total BRENNTAG GREAT LAKES:			458.50

Name	Description	DEPARTMENT	Net Invoice Amount
BRIGHTLY SOFTWARE INC	SMARTGOV SOFTWARE	MANAGER'S OFFICE	20,485.33
Total BRIGHTLY SOFTWARE INC:			20,485.33
Brites TRANSPORATION LTD	SPOIL HAUL OUT	PUBLIC WORKS	4,410.00
Brites TRANSPORATION LTD	SPOIL HAUL OUT	PUBLIC WORKS	4,165.00
Total BRITES TRANSPORATION LTD:			8,575.00
C & M PIPE SUPPLY	OPERATING SUPPLIES	PUBLIC WORKS	260.00
Total C & M PIPE SUPPLY:			260.00
CALUMET CITY PLUMBING	WATER MAIN REPAIR	PUBLIC WORKS	9,231.00
Total CALUMET CITY PLUMBING:			9,231.00
CARLIN SALES CORP	OPERATING SUPPLIES	PUBLIC WORKS	94.49
Total CARLIN SALES CORP:			94.49
CHANDLER SERVICES INC	MAINTENANCE AGREEMENTS	FIRE DEPARTMENT	4,580.11
CHANDLER SERVICES INC	VEHICLE MAINTENANCE	FIRE DEPARTMENT	1,560.00
CHANDLER SERVICES INC	VEHICLE PARTS	FIRE DEPARTMENT	2,533.88
Total CHANDLER SERVICES INC:			8,673.99
CHEVROLET OF HOMEWOOD	ADMIN REPAIR PARTS	PUBLIC WORKS	472.13
Total CHEVROLET OF HOMEWOOD:			472.13
CHICAGO COMMUNICATIONS L	PD QUARTERLY RADIO MAINTENANCE	POLICE DEPARTMENT	60.00
CHICAGO COMMUNICATIONS L	POLICE DEPT RADIO	PUBLIC WORKS	1,264.72
Total CHICAGO COMMUNICATIONS LLC:			1,324.72
CONSTRUCTION & DESIGN GR	PAVER REPAIRS SOUTHWEST TIF	PUBLIC WORKS	13,200.00
Total CONSTRUCTION & DESIGN GROUP:			13,200.00
CONWAY SHIELD	QUARTERMASTER UNIFORM	FIRE DEPARTMENT	360.50
Total CONWAY SHIELD:			360.50
COOK COUNTY CLERK	RECORDING FEES - VA	MANAGER'S OFFICE	910.00
Total COOK COUNTY CLERK:			910.00
COOK COUNTY TREASURER	TRAFFIC SIGNAL MAINTENANCE	PUBLIC WORKS	1,044.39
Total COOK COUNTY TREASURER:			1,044.39
CURRIE MOTORS (PARTS)	WATER DEPT REPAIR PARTS	PUBLIC WORKS	149.63
CURRIE MOTORS (PARTS)	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	269.62
CURRIE MOTORS (PARTS)	STREET DEPT REPAIR PARTS	PUBLIC WORKS	125.00
CURRIE MOTORS (PARTS)	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	92.59

Name	Description	DEPARTMENT	Net Invoice Amount
Total CURRIE MOTORS (PARTS):			636.84
CVB	HOTEL TAX - MAY 2023	ASSETS	754.37
Total CVB:			754.37
D CONSTRUCTION INC	ASPHALT - PW	PUBLIC WORKS	2,854.48
D CONSTRUCTION INC	ASPHALT - PW	PUBLIC WORKS	1,262.94
D CONSTRUCTION INC	ASPHALT - PW	PUBLIC WORKS	1,272.86
D CONSTRUCTION INC	ASPHALT - PW	PUBLIC WORKS	1,153.95
Total D CONSTRUCTION INC:			6,544.23
DACAV GRAPHICS INC	PATCHES	FIRE DEPARTMENT	110.00
Total DACAV GRAPHICS INC:			110.00
EBELS ACE HARDWARE	GLOVES	PUBLIC WORKS	33.29
EBELS ACE HARDWARE	SHOP SUPPLIES	PUBLIC WORKS	11.37
Total EBELS ACE HARDWARE:			44.66
ERIC BUJAK	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	268.64
Total ERIC BUJAK:			268.64
EXPERT CHEMICAL	DISPOSABLE COMMODITIES	PUBLIC WORKS	883.96
EXPERT CHEMICAL	DISPOSABLE COMMODITIES	PUBLIC WORKS	170.00
EXPERT CHEMICAL	DISPOSABLE COMMODITIES	PUBLIC WORKS	1,320.04
EXPERT CHEMICAL	DISPOSABLE COMMODITIES	PUBLIC WORKS	1,222.27
EXPERT CHEMICAL	DISPOSABLE COMMODITIES	PUBLIC WORKS	112.26
Total EXPERT CHEMICAL:			3,708.53
FAIRMEADOWS HOME HEALTH	MEDICAL SUPPLIES	FIRE DEPARTMENT	111.00
Total FAIRMEADOWS HOME HEALTH CENTER:			111.00
FEDERAL EXPRESS	EXPRESS POSTAGE FEES	MANAGER'S OFFICE	54.71
Total FEDERAL EXPRESS:			54.71
FIRST MIDWEST BANK/FINANC	IT/FINANCE LUNCH MEETING	MANAGER'S OFFICE	64.51
FIRST MIDWEST BANK/FINANC	NEW SIGNATURE STAMPS	MANAGER'S OFFICE	81.60
Total FIRST MIDWEST BANK/FINANCE:			146.11
FIRST MIDWEST BANK/FIRE	FULL TIME TRAINING	FIRE DEPARTMENT	200.00
FIRST MIDWEST BANK/FIRE	TONY BILLO - ICC CERTS	FIRE DEPARTMENT	110.00
FIRST MIDWEST BANK/FIRE	RETURNED UNIFORM JACKET	FIRE DEPARTMENT	92.50
FIRST MIDWEST BANK/FIRE	APPARATUS TRAINING - TEST	FIRE DEPARTMENT	59.00
FIRST MIDWEST BANK/FIRE	FLAGS	FIRE DEPARTMENT	88.86
Total FIRST MIDWEST BANK/FIRE:			365.36
FIRST MIDWEST BANK/MGRS	EXTERNAL HARD DRIVE FOR CIU FILES	MANAGER'S OFFICE	299.99

Name	Description	DEPARTMENT	Net Invoice Amount
FIRST MIDWEST BANK/MGRS	A FRAMES FOR EVENTS	MANAGER'S OFFICE	353.80
FIRST MIDWEST BANK/MGRS	APPLE MUSIC	MANAGER'S OFFICE	10.99
FIRST MIDWEST BANK/MGRS	JOB POSTING-PW	MANAGER'S OFFICE	25.00
FIRST MIDWEST BANK/MGRS	LUNCHEON	MANAGER'S OFFICE	157.50
FIRST MIDWEST BANK/MGRS	TOUCH A TRUCK RENTALS	MANAGER'S OFFICE	412.00
FIRST MIDWEST BANK/MGRS	COMCAST FIBER TO VH	MANAGER'S OFFICE	6,871.22
FIRST MIDWEST BANK/MGRS	CONSTANT CONTACT SERVICE	MANAGER'S OFFICE	70.00
FIRST MIDWEST BANK/MGRS	OPENING FARMERS MARKET BALLOON MAKING	MANAGER'S OFFICE	525.00
FIRST MIDWEST BANK/MGRS	BABY GIFT	MANAGER'S OFFICE	59.49
FIRST MIDWEST BANK/MGRS	GET WELL GIFT	MANAGER'S OFFICE	54.99
FIRST MIDWEST BANK/MGRS	ASSISTANT FINANCE DIRECTOR RECRUITMENT	MANAGER'S OFFICE	250.00
FIRST MIDWEST BANK/MGRS	JOB POSTING-PW	MANAGER'S OFFICE	35.00
FIRST MIDWEST BANK/MGRS	ASSISTANT FINANCE DIRECTOR RECRUITMENT	MANAGER'S OFFICE	35.00
FIRST MIDWEST BANK/MGRS	NAMEPLATE FOR STAFF	MANAGER'S OFFICE	8.50
FIRST MIDWEST BANK/MGRS	NAMEPLATE FOR APPEARANCE COMMISSION	MANAGER'S OFFICE	8.50
FIRST MIDWEST BANK/MGRS	DOMAIN RENEWAL	MANAGER'S OFFICE	215.40
FIRST MIDWEST BANK/MGRS	MISCELLANEOUS	MANAGER'S OFFICE	19.99
FIRST MIDWEST BANK/MGRS	RENTAL EQUIPMENT - ARTISAN FAIR	MANAGER'S OFFICE	2,340.06
FIRST MIDWEST BANK/MGRS	ZOOM	MANAGER'S OFFICE	40.00
Total FIRST MIDWEST BANK/MGRS:			11,792.43
FIRST MIDWEST BANK/POLICE	OPERATING SUPPLIES	POLICE DEPARTMENT	47.52
FIRST MIDWEST BANK/POLICE	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	132.40
FIRST MIDWEST BANK/POLICE	BACKGROUND CHECKS	POLICE DEPARTMENT	200.00
FIRST MIDWEST BANK/POLICE	BACKGROUND CHECKS	POLICE DEPARTMENT	266.75
FIRST MIDWEST BANK/POLICE	SPSC GRADUATION	POLICE DEPARTMENT	36.00
FIRST MIDWEST BANK/POLICE	SPSC GRADUATION	POLICE DEPARTMENT	36.00
FIRST MIDWEST BANK/POLICE	OFFICE SUPPLIES	POLICE DEPARTMENT	459.00
FIRST MIDWEST BANK/POLICE	OFFICE SUPPLIES	POLICE DEPARTMENT	69.11
FIRST MIDWEST BANK/POLICE	MEETING EXPENSES	POLICE DEPARTMENT	46.77
Total FIRST MIDWEST BANK/POLICE:			1,293.55
FIRST MIDWEST BANK/PUBLIC	OPEN HOUSE SUPPLIES	PUBLIC WORKS	48.75
FIRST MIDWEST BANK/PUBLIC	FUEL SYSTEM KEY PROGRAMMER	PUBLIC WORKS	2,306.20
FIRST MIDWEST BANK/PUBLIC	OPEN HOUSE SUPPLIES	PUBLIC WORKS	100.00
FIRST MIDWEST BANK/PUBLIC	OPEN HOUSE SUPPLIES	PUBLIC WORKS	100.00
FIRST MIDWEST BANK/PUBLIC	OPEN HOUSE SUPPLIES	PUBLIC WORKS	100.00
FIRST MIDWEST BANK/PUBLIC	OPEN HOUSE SUPPLIES	PUBLIC WORKS	100.00
FIRST MIDWEST BANK/PUBLIC	OPEN HOUSE SUPPLIES	PUBLIC WORKS	100.00
FIRST MIDWEST BANK/PUBLIC	OPEN HOUSE SUPPLIES	PUBLIC WORKS	100.00
FIRST MIDWEST BANK/PUBLIC	OPEN HOUSE SUPPLIES	PUBLIC WORKS	35.28
FIRST MIDWEST BANK/PUBLIC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	135.77
FIRST MIDWEST BANK/PUBLIC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	24.94
FIRST MIDWEST BANK/PUBLIC	FLAGGER TRAINING	PUBLIC WORKS	1,218.58
FIRST MIDWEST BANK/PUBLIC	OIL ABSORBANT - OUTFALLS	PUBLIC WORKS	515.66
FIRST MIDWEST BANK/PUBLIC	GENERATOR - BUILDING MAINTENANCE	PUBLIC WORKS	1,149.00
Total FIRST MIDWEST BANK/PUBLIC WORKS:			6,034.18
FORD OF HOMEWOOD	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	18.80
FORD OF HOMEWOOD	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	66.00
FORD OF HOMEWOOD	STREET DEPT REPAIR PARTS	PUBLIC WORKS	43.92
FORD OF HOMEWOOD	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	43.92

Name	Description	DEPARTMENT	Net Invoice Amount
Total FORD OF HOMEWOOD:			172.64
FOSTER COACH SALES INC	VEHICLE MAINT	FIRE DEPARTMENT	495.00
FOSTER COACH SALES INC	VEHICLE PARTS	FIRE DEPARTMENT	2,880.72
Total FOSTER COACH SALES INC:			3,375.72
GFC LEASING	COPIER METERS	MANAGER'S OFFICE	88.00
GFC LEASING	COPIER/PRINTER SUPPLIES	MANAGER'S OFFICE	696.23
Total GFC LEASING:			784.23
GORDON FLESCH CO INC	LEASE PAYMENT	MANAGER'S OFFICE	944.23
Total GORDON FLESCH CO INC:			944.23
GRAINGER INC	OPERATING EQUIPMENT	PUBLIC WORKS	249.00
GRAINGER INC	OPERATING SUPPLIES	PUBLIC WORKS	301.08
GRAINGER INC	VEHICLE MAINT DEPT TOOLS	PUBLIC WORKS	556.27
GRAINGER INC	VEHICLE MAINT DEPT TOOLS	PUBLIC WORKS	598.81
Total GRAINGER INC:			1,705.16
GUGLIELMI PETER	WATER DEPOSIT REFUND	ASSETS	12.87
Total GUGLIELMI PETER:			12.87
GW BERKHEIMER CO INC	FILTERS	PUBLIC WORKS	120.43
GW BERKHEIMER CO INC	FILTERS	PUBLIC WORKS	19.58
GW BERKHEIMER CO INC	FILTERS	PUBLIC WORKS	48.13
GW BERKHEIMER CO INC	HVAC REPAIRS - PW	PUBLIC WORKS	277.63
Total GW BERKHEIMER CO INC:			465.77
HELSEL JEPPEPERSON ELECTRI	WP3 OUTLETS	PUBLIC WORKS	9.16
HELSEL JEPPEPERSON ELECTRI	WP3 OUTLETS	PUBLIC WORKS	28.45
Total HELSEL JEPPEPERSON ELECTRICAL:			37.61
HENRY RENKEN	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	375.92
Total HENRY RENKEN:			375.92
HISKES, DILLNER, O'DONNELL	CONTRACT/CONSULTING SERVICE	MANAGER'S OFFICE	1,097.75
Total HISKES, DILLNER, O'DONNELL:			1,097.75
HOMEWOOD DISPOSAL	GARBAGE SERVICE - ARTISAN FAIR	MANAGER'S OFFICE	186.45
HOMEWOOD DISPOSAL	CODE 1150 2066 RIDGE RD	PUBLIC WORKS	165.50
Total HOMEWOOD DISPOSAL:			351.95
HR GREEN INC	PLAN REVIEWS FOR MAY 2023	FIRE DEPARTMENT	13,614.00
Total HR GREEN INC:			13,614.00

Name	Description	DEPARTMENT	Net Invoice Amount
ILCMA	ASSISTANT DIRECTOR ECD RECRUITMENT	MANAGER'S OFFICE	50.00
Total ILCMA:			50.00
INTERSTATE BATTERY	WATER DEPT REPAIR PARTS	PUBLIC WORKS	142.95
Total INTERSTATE BATTERY:			142.95
J & G TOOL SALES INC	VEHICLE MAINTENANCE TOOL	PUBLIC WORKS	859.96
Total J & G TOOL SALES INC:			859.96
JANELLIE ROACH	BOOT REIMBURSEMENT - SUMMER HIRE	PUBLIC WORKS	68.12
Total JANELLIE ROACH :			68.12
JESSICA SMITH	WATER DEPOSIT REFUND	ASSETS	56.44
Total JESSICA SMITH:			56.44
JODY APPEGATE	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	105.78
Total JODY APPEGATE:			105.78
JONES PARTS & SERVICE INC	WATER DEPT REPAIR PARTS	PUBLIC WORKS	200.66
JONES PARTS & SERVICE INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	141.76
Total JONES PARTS & SERVICE INC:			342.42
JUDITH GORDON	WATER DEPOSIT REFUND	ASSETS	56.44
Total JUDITH GORDON:			56.44
KEVIN KAISER	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	589.18
Total KEVIN KAISER:			589.18
KING MUSIC INC	JULY 4TH PARADE ENTERTAINMENT	MANAGER'S OFFICE	725.00
Total KING MUSIC INC:			725.00
LBM TOOLS LLC	VEHICLE MAINT DEPT TOOLS	PUBLIC WORKS	375.90
LBM TOOLS LLC	VEHICLE MAINT DEPT TOOLS	PUBLIC WORKS	67.00
Total LBM TOOLS LLC:			442.90
LEEPS SUPPLY CO INC	PLUMBING REPAIR SUPPLIES	PUBLIC WORKS	546.24
LEEPS SUPPLY CO INC	PLUMBING REPAIR SUPPLIES	PUBLIC WORKS	257.40
Total LEEPS SUPPLY CO INC:			803.64
LOGSDON CONSULTATION	CONTRACTUAL SERVICES	FIRE DEPARTMENT	350.00
Total LOGSDON CONSULTATION:			350.00
LORI WYDRA	FARMERS MARKET ENTERTAINMENT	MANAGER'S OFFICE	300.00

Name	Description	DEPARTMENT	Net Invoice Amount
Total LORI WYDRA:			300.00
LOTT #1 INC	PRISONER MEALS	POLICE DEPARTMENT	88.49
Total LOTT #1 INC:			88.49
M E SIMPSON CO INC	WATER LEAK DETECTION	PUBLIC WORKS	835.00
Total M E SIMPSON CO INC:			835.00
MENARDS INC	OPERATING SUPPLIES	FIRE DEPARTMENT	1,324.52
MENARDS INC	WATER DEPT REPAIR PARTS	PUBLIC WORKS	521.98
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	12.56
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	63.92
MENARDS INC	FENCE REPAIR	PUBLIC WORKS	1.99
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	30.94
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	6.71
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	66.88
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	11.03
MENARDS INC	OPERATING SUPPLIES - FD	FIRE DEPARTMENT	83.26
MENARDS INC	OPERATING SUPPLIES	FIRE DEPARTMENT	66.55
MENARDS INC	TRUCK SUPPLIES	PUBLIC WORKS	30.23
MENARDS INC	OPERATING SUPPLIES	FIRE DEPARTMENT	50.89
MENARDS INC	TRUCK SUPPLIES	PUBLIC WORKS	40.75
MENARDS INC	WP3 SUMP PUMP	PUBLIC WORKS	218.77
MENARDS INC	WATER TRUCK SUPPLIES	PUBLIC WORKS	26.94
MENARDS INC	OPERATING SUPPLIES	FIRE DEPARTMENT	8.86
Total MENARDS INC:			2,566.78
MICHAEL NICKOLAOU	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	167.21
Total MICHAEL NICKOLAOU:			167.21
MINUTEMAN SECURITY TECHN	SOFTWARE UPGRADE AND RENEWAL	MANAGER'S OFFICE	1,000.00
Total MINUTEMAN SECURITY TECHNOLOGIES:			1,000.00
MOET SIMS	WATER DEPOSIT REFUND	ASSETS	89.30
Total MOET SIMS:			89.30
MONARCH AUTO SUPPLY	STREET DEPT REPAIR PARTS	PUBLIC WORKS	21.32
MONARCH AUTO SUPPLY	WATER DEPT REPAIR PARTS	PUBLIC WORKS	43.16
MONARCH AUTO SUPPLY	VEHICLE MAINT DEPT TOOL	PUBLIC WORKS	839.33
MONARCH AUTO SUPPLY	STREET DEPT REPAIR PARTS	PUBLIC WORKS	91.10
MONARCH AUTO SUPPLY	WATER DEPT REPAIR PARTS	PUBLIC WORKS	39.54
MONARCH AUTO SUPPLY	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	10.46
MONARCH AUTO SUPPLY	STREET DEPT REPAIR PARTS	PUBLIC WORKS	8.90
MONARCH AUTO SUPPLY	WATER DEPT REPAIR PARTS	PUBLIC WORKS	66.20
MONARCH AUTO SUPPLY	STREET DEPT REPAIR PARTS	PUBLIC WORKS	60.92
MONARCH AUTO SUPPLY	STREET DEPT REPAIR PARTS	PUBLIC WORKS	282.13
MONARCH AUTO SUPPLY	VEHICLE MAINT OPERATING SUPPLIES	PUBLIC WORKS	77.51
MONARCH AUTO SUPPLY	L&M REPAIR PARTS	PUBLIC WORKS	42.69
MONARCH AUTO SUPPLY	VEHICLE MAINT OPERATING SUPPLIES	PUBLIC WORKS	92.39

Name	Description	DEPARTMENT	Net Invoice Amount
Total MONARCH AUTO SUPPLY:			1,675.65
MOTOROLA SOLUTIONS INC	ANNUAL MAINT SPILLMAN DISPATCH SOFTWARE	MANAGER'S OFFICE	627.70
Total MOTOROLA SOLUTIONS INC:			627.70
MRUGGED MOBILE TECHN	TOUGHBOOK WARRANTY RENEWAL	MANAGER'S OFFICE	18,070.00
Total MRUGGED MOBILE TECHN:			18,070.00
MUNICIPAL COLLECTION SERVI	MCSI COLLECTION FEES -- MOVE	POLICE DEPARTMENT	346.85
MUNICIPAL COLLECTION SERVI	MCSI COLLECTION FEES -- P/C TICKETS	POLICE DEPARTMENT	1,381.00
Total MUNICIPAL COLLECTION SERVICES:			1,727.85
MUNICIPAL SYSTEMS LLC	MOS/MOVE/ABC MONTHLY FEE	POLICE DEPARTMENT	1,200.00
Total MUNICIPAL SYSTEMS LLC:			1,200.00
NIX NAX	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	60.00
Total NIX NAX:			60.00
NORA JORDAN	WATER DEPOSIT REFUND	ASSETS	56.44
Total NORA JORDAN:			56.44
O'HERRON CO	BODY ARMOR	POLICE DEPARTMENT	710.00
O'HERRON CO	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	1,654.26
Total O'HERRON CO:			2,364.26
O'LEARY'S EQUIP INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	92.70
Total O'LEARY'S EQUIP INC:			92.70
PAMELA WALKER	WATER DEPOSIT REFUND	ASSETS	44.35
Total PAMELA WALKER:			44.35
PENNY BRADSHAW	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	1,276.80
Total PENNY BRADSHAW:			1,276.80
PETTY CASH	PETTY CASH - PW	MANAGER'S OFFICE	40.00
PETTY CASH	PETTY CASH - POLICE	POLICE DEPARTMENT	20.00
PETTY CASH	PETTY CASH - POLICE	POLICE DEPARTMENT	15.00
PETTY CASH	PETTY CASH - POLICE	POLICE DEPARTMENT	144.11
PETTY CASH	PETTY CASH - MANAGER OFFICE	MANAGER'S OFFICE	150.00
PETTY CASH	PETTY CASH- FINANCE	ASSETS	30.00
PETTY CASH	PETTY CASH- FINANCE	MANAGER'S OFFICE	8.90
PETTY CASH	PETTY CASH- FINANCE	MANAGER'S OFFICE	31.99
PETTY CASH	PETTY CASH- FINANCE	MANAGER'S OFFICE	.90
PETTY CASH	PETTY CASH- FINANCE	MANAGER'S OFFICE	12.45

Name	Description	DEPARTMENT	Net Invoice Amount
Total PETTY CASH:			453.35
PHOENIX FIRE SYSTEMS	FIRE EXTINGUISHER	PUBLIC WORKS	150.00
Total PHOENIX FIRE SYSTEMS:			150.00
PITNEY BOWES	POSTAGE METER RENTAL	MANAGER'S OFFICE	105.00
Total PITNEY BOWES:			105.00
PLASTIC TECHNIQUES INC	WATER DEPT REPAIR PARTS	PUBLIC WORKS	795.61
Total PLASTIC TECHNIQUES INC:			795.61
R & R PLUMBING	BOND REFUND FOR 1223 BIRCH	ASSETS	500.00
Total R & R PLUMBING:			500.00
R PRESNAK	CREDIT BALANCE REFUND	PUBLIC WORKS	250.02
Total R PRESNAK:			250.02
RED WING BUSINESS ADVANT	WORK BOOTS	PUBLIC WORKS	212.49
RED WING BUSINESS ADVANT	WORK BOOTS	PUBLIC WORKS	229.49
RED WING BUSINESS ADVANT	WORK BOOTS	PUBLIC WORKS	205.98
RED WING BUSINESS ADVANT	WORK BOOTS	PUBLIC WORKS	191.24
RED WING BUSINESS ADVANT	WORK BOOTS	PUBLIC WORKS	203.99
RED WING BUSINESS ADVANT	WORK BOOTS	PUBLIC WORKS	290.98
Total RED WING BUSINESS ADVANTAGE:			1,334.17
RELIANCE SAFETY LANE & SE	VEHICLE SAFETY INSPECTION - PW	PUBLIC WORKS	30.00
Total RELIANCE SAFETY LANE & SERVICE:			30.00
ROMEOVILLE FIRE ACADEMY	ENGINE OPERATIONS	FIRE DEPARTMENT	525.00
Total ROMEOVILLE FIRE ACADEMY:			525.00
RUSSO POWER EQUIPMENT	OPERATING EQUIPMENT	PUBLIC WORKS	304.98
Total RUSSO POWER EQUIPMENT:			304.98
SCOTT NIEKELSKI	FARMERS MARKET ENTERTAINMENT	MANAGER'S OFFICE	150.00
Total SCOTT NIEKELSKI:			150.00
SEBIS - POSTAGE	SEBIS POSTAGE	PUBLIC WORKS	2,838.01
Total SEBIS - POSTAGE:			2,838.01
SEBIS DIRECT INC	SEBIS DIRECT	PUBLIC WORKS	700.30
Total SEBIS DIRECT INC:			700.30
SERVICE SANITATION INC	PORTABLE SANITATION - ARTISAN FAIR 2023	MANAGER'S OFFICE	1,610.00

Name	Description	DEPARTMENT	Net Invoice Amount
Total SERVICE SANITATION INC:			1,610.00
SHARK SHREDDING INC	MONTHLY SHREDDING	FIRE DEPARTMENT	66.00
Total SHARK SHREDDING INC:			66.00
SHEPLEY MOTOR EXPRESS	STONE	PUBLIC WORKS	3,475.89
SHEPLEY MOTOR EXPRESS	STONE	PUBLIC WORKS	676.99
Total SHEPLEY MOTOR EXPRESS:			4,152.88
SHOREWOOD HOME AND AUT	WATER DEPT REPAIR PARTS	PUBLIC WORKS	24.68
Total SHOREWOOD HOME AND AUTO INC:			24.68
SNAP-ON INDUSTRIAL	VEHICLE MAINT DEPT SOFTWARE	PUBLIC WORKS	1,210.36
Total SNAP-ON INDUSTRIAL:			1,210.36
SOUND INCORPORATED	ONSITE DVR SERVICE FOR PW	MANAGER'S OFFICE	435.00
SOUND INCORPORATED	MONTHLY HOSTING SERVICES	MANAGER'S OFFICE	495.00
Total SOUND INCORPORATED:			930.00
STANARD & ASSOCIATES INC	POLICE ORAL INTERVIEWS	MANAGER'S OFFICE	2,432.50
STANARD & ASSOCIATES INC	POLICE ORAL INTERVIEWS	MANAGER'S OFFICE	4,017.50
Total STANARD & ASSOCIATES INC:			6,450.00
STANDARD EQUIPMENT CO	STREET DEPT REPAIR PARTS	PUBLIC WORKS	966.54
Total STANDARD EQUIPMENT CO:			966.54
STEVE PLOUM	FAMERS MARKET ENTERTAINMENT	MANAGER'S OFFICE	300.00
Total STEVE PLOUM:			300.00
STRADA CONSTRUCTION	CONCRETE FLATWORK SIDEWALKS	PUBLIC WORKS	22,244.40
STRADA CONSTRUCTION	CONCRETE FLATWORK SIDEWALKS 50/50	PUBLIC WORKS	12,757.50
STRADA CONSTRUCTION	CONCRETE/OUTSIDE CONTR - STREET DEPT	PUBLIC WORKS	8,046.00
STRADA CONSTRUCTION	CONCRETE/OUTSIDE CONTR - UTILITY DEPT	PUBLIC WORKS	20,451.60
Total STRADA CONSTRUCTION:			63,499.50
TAMARA RICHMOND	WATER DEPOSIT REFUND	ASSETS	67.90
Total TAMARA RICHMOND:			67.90
TERMINAL SUPPLY COMPANY	VEHICLE MAINT SHOP SUPPLIES	PUBLIC WORKS	163.38
TERMINAL SUPPLY COMPANY	VEHICLE MAINT SHOP SUPPLIES	PUBLIC WORKS	172.20
Total TERMINAL SUPPLY COMPANY:			335.58
TERRENCE PROKOP	WATER DEPOSIT REFUND	ASSETS	83.88

Name	Description	DEPARTMENT	Net Invoice Amount
Total TERRENCE PROKOP:			83.88
THE GORMAN GROUP LTD	APPRAISAL SERVICES BALANCE	MANAGER'S OFFICE	500.00
Total THE GORMAN GROUP LTD:			500.00
THOMAS K MELVIN	GOODSPEED CYCLE MURAL REPAIRS	MANAGER'S OFFICE	850.00
THOMAS K MELVIN	HOMEWOOD FLORIST MURAL REPAIRS	MANAGER'S OFFICE	500.00
Total THOMAS K MELVIN:			1,350.00
TRL TIRE SERVICE	PUBLIC WORKS TIRES	PUBLIC WORKS	316.54
Total TRL TIRE SERVICE:			316.54
USA BLUEBOOK	SAFETY HARNESS	PUBLIC WORKS	933.09
USA BLUEBOOK	LANYARD FOR SAFTEY HARNESS	PUBLIC WORKS	176.95
USA BLUEBOOK	LOCATE PAINT	PUBLIC WORKS	221.85
Total USA BLUEBOOK:			1,331.89
UTERMARK & SONS QUALITY L	GRASS CUTTING	FIRE DEPARTMENT	230.20
UTERMARK & SONS QUALITY L	GRASS CUTTING	FIRE DEPARTMENT	643.20
UTERMARK & SONS QUALITY L	GRASS CUTTING	FIRE DEPARTMENT	210.40
UTERMARK & SONS QUALITY L	GRASS CUTTING	FIRE DEPARTMENT	748.40
Total UTERMARK & SONS QUALITY LAWN CARE CO:			1,832.20
VERIZON CONNECT NWF INC	GPS UNITS-PW	PUBLIC WORKS	249.47
Total VERIZON CONNECT NWF INC:			249.47
VERIZON WIRELESS	MOBILE PHONE SERVICE	MANAGER'S OFFICE	1,747.46
Total VERIZON WIRELESS:			1,747.46
WALTS FOOD CENTER	OFFICE KITCHEN SUPPLIES	MANAGER'S OFFICE	11.58
WALTS FOOD CENTER	LUNCHEON	MANAGER'S OFFICE	50.16
Total WALTS FOOD CENTER:			61.74
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	PUBLIC WORKS	51.65
Total WAREHOUSE DIRECT OFFICE PDTS:			51.65
WEST SIDE TRACTOR SALES	STREET DEPT REPAIR PARTS	PUBLIC WORKS	312.14
WEST SIDE TRACTOR SALES	STREET DEPT REPAIR PARTS	PUBLIC WORKS	47.76
WEST SIDE TRACTOR SALES	STREET DEPT REPAIR PARTS	PUBLIC WORKS	262.68
Total WEST SIDE TRACTOR SALES:			622.58
WORKING WELL	PRE EMPLOYMENT PHYSICALS	PUBLIC WORKS	710.00
WORKING WELL	POLICE OFFICER PRE-EMPLOYMENT PHYSICAL	MANAGER'S OFFICE	1,079.00
Total WORKING WELL:			1,789.00

Name	Description	DEPARTMENT	Net Invoice Amount
Grand Totals:			<u>276,613.15</u>

Dated: _____

Village Clerk: _____

RESOLUTION NO. R-3148

A RESOLUTION CONGRATULATING ROBERT W. PETTIGREW FOR THIRTY YEARS AND SEVEN MONTHS OF DEDICATED SERVICE TO THE VILLAGE OF HOMEWOOD

- WHEREAS, Robert W. Pettigrew worked as a full time maintenance worker with the Village's Utility Division starting on November 2, 1992; and
- WHEREAS, Robert W. Pettigrew transferred to the Landscape & Maintenance Division on March 31, 1996; and
- WHEREAS, Robert W. Pettigrew transferred to the Street Division on July 23, 2005; and
- WHEREAS, Robert W. Pettigrew was promoted to Crew Leader in the Street Division on May 1, 2008; and
- WHEREAS, Robert W. Pettigrew was promoted to Street Division Supervisor on January 5, 2015; and
- WHEREAS, Robert W. Pettigrew has consistently upgraded his public works training and education, including Flagger Safety Instructor; and
- WHEREAS, Robert W. Pettigrew is given special recognition for the many years spent serving the residents by keeping the streets clear of snow in his capacity as snowplow operator; and
- WHEREAS, Robert W. Pettigrew has developed the skills required to work on various other projects such as street repairs, concrete repairs, pavement marking and patching, signs and flood assistance, water main breaks, sewer repairs, and landscaping; and
- WHEREAS, Robert W. Pettigrew currently holds the position of Street Division Supervisor and is recognized through his commitment to quality as a public works professional; and
- WHEREAS, The President and Village Board of Trustees thank Robert W. Pettigrew for his dedicated service and commitment to the Village of Homewood and wish him many years of happiness in his retirement.

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

ROBERT W. PETTIGREW

be honored and commended for his thirty years and seven months of dedication and commitment to the Village of Homewood.

This Resolution passed this 27th day of June, 2023.

Village President

ATTEST:

Village Clerk



BOARD AGENDA MEMORANDUM

DATE OF MEETING: June 27, 2023

To: Village President and Board of Trustees

From: Napoleon Haney, Village Manager

Topic: Redevelopment Agreement between the Villages of Homewood and East Hazel Crest and Wind Creek Illinois LLC, a subsidiary of PCI Gaming Authority and operating under the brand name Wind Creek Hospitality.

PURPOSE

The Village of Homewood and the Village of East Hazel Crest are taking the necessary steps to facilitate the redevelopment of certain properties located within each of the respective Villages. These “Redevelopment Project Areas” will allow for the construction of a casino, hotel, parking structure and related infrastructure. The redevelopment project areas include the availability of tax increment financing (TIF) pursuant to the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 *et seq.*) as amended, as well as a Cook County Class 8 incentive. The developer for the casino project is seeking reimbursement for a portion of their development costs, which qualify as redevelopment project costs under the TIF act. To complete the casino development, both municipalities agree to enter into a joint redevelopment agreement with Wind Creek, Illinois LLC. The agreement outlines the obligations of the two communities, the casino developer and conditions that will control the public/private partnership, the development and incentives.

HISTORY

The Villages of Homewood and East Hazel Crest have worked jointly to attract a casino developer to develop the 24-acre site spread across both communities, located immediately south of the I-294 Tollway along the west side of Halsted Street and immediately north of 175th Street.

On November 27, 2012, the Villages entered into an Intergovernmental Agreement (IGA) to jointly develop property within the Villages of East Hazel Crest and Homewood.

On July 28, 2015, the two communities passed a series of ordinances which, among other things, created both the Halsted Redevelopment Project Areas in East Hazel Crest and the Northeast Tax Increment Financing Redevelopment Project Area in Homewood. These collective areas are referred to as the “Redevelopment Project Areas.” Homewood established the Northeast TIF District in 2015 and East Hazel Crest created the Halsted TIF District in 2016. Within the redevelopment project areas, the casino and hotel will be constructed on the East Hazel Crest portion of the property and the parking garage will be constructed on the Homewood portion of the property.



The State’s gambling expansion bill signed by Governor J.B. Pritzker in 2019 provided for the issuance of additional gaming licenses, one of which would be guaranteed for South Suburban Cook County. On December 8, 2021, after an extended application review period delayed by the COVID-19 pandemic, the Illinois Gaming Board voted 4-0 to grant a finding of “preliminary suitability” for a new south suburban casino licenses awarded to the Villages of Homewood and East Hazel Crest as a joint applicant. The “finding” meant that the communities and their developer could start construction of the new casino. Wind Creek hosted a groundbreaking ceremony for the new casino project in June of 2022.

THE PROJECT

The estimated \$440 million Wind Creek Chicago Southland Casino, once constructed, will include a 10,200 square foot lobby/welcome center, an approximately 73,511 square foot gaming floor, an approximately 18,000 square foot court as well as approximately 19,482 square feet of office space, an approximately 8,779 square foot employee operations area. The developer expects to construct a 16-story, 252-room hotel with skyline lounge, indoor pool and spa and a 15,000 square foot convention center with accessory retail and accessory parking. The Casino will also host a two-level, 75,000-square foot entertainment venue off the main gaming floor. A potential second hotel tower and parking garage is scheduled to be constructed to the north of the casino as a part of a second phase of the project. The casino is scheduled to open in the fall of 2024.

PROCESS

The Villages of Homewood and East Hazel Crest will need to pass and approve a Redevelopment Agreement to complete this redevelopment process enabling the developer to finalize the development. The attached redevelopment agreement is the final piece of this process.

TIFs Established

Both the Homewood portion of the project and the East Hazel Crest portion of the project are located in tax increment financing districts. Homewood’s portion of the development (*parking garage*) is located in the Homewood Northeast TIF District created in 2015. East Hazel Crest’s portion of the development (*casino/hotel*) is located within the East Hazel Crest Halsted TIF District created in 2016. The developer is seeking certain incentives from this joint redevelopment project.

TIF Sharing/Reimbursement

Per the Redevelopment Agreement, both municipalities have agreed to share 95% of the Incremental Property Taxes generated from their portion of the project with the developer. To be clear, Homewood will share 95% of their incremental property taxes generated from the parking garage. East Hazel Crest, will share 95% of their incremental property taxes generated from the hotel and casino.



Northeast TIF Not Impacted

Homewood's Northeast TIF includes the Homewood portion of the casino site and several other parcels along 175th Street, including Panera Bread, Chick-Fil-A and Portillo's. *The casino only receives 95% of the incremental property taxes generated by the parking garage footprint.* The Northeast TIF will continue to generate incremental property taxes that can be used within the boundaries of the Northeast TIF district, separate and apart from any obligations of the parking garage's increment. If the casino and parking garage do not generate sufficient incremental property taxes to reimburse the developer's TIF eligible expenses, neither village is obligated to make up this shortfall from incremental tax revenues generated by other properties within each TIF.

Cook County Class 8

The redevelopment agreement acknowledges that the developer intends to request a Cook County Class 8 Tax Incentive with the Office of the Assessor of Cook County, with Village support of the incentive. With the Class 8 incentive, buildings for the casino project will be assessed at 10% of market value for 10 years, 15% in the 11th year and 20% in the 12th year. This is a significant reduction from the standard assessment level of 25% for industrial and commercial properties.

Retaining a Municipal Portion of TIF Increment

In recognition of the project's impact on the Villages' infrastructure and the Villages' need to provide increased police, fire, paramedic, and public works services to respond to these impacts, both Villages are reserving the remaining 5% of Incremental Property Taxes generated by the respective property developments. Homewood will retain 5% of the incremental property taxes generated by the parking garage, and East Hazel Crest will retain 5% of the incremental property taxes generated by the casino and hotel development.

Revenue Sharing

Under the state legislation that created the casino license for the south suburbs, 3% of the adjusted gross receipts (AGR) will be shared among 42 south suburban communities. In addition, the local government (Homewood and East Hazel Crest) that serves as a host community for a casino, receives a share in an amount equal to five percent of AGR. *(The Act defines adjusted gross receipts as gross receipts less winnings paid out to gamblers.)* The Villages of Homewood and East Hazel Crest agreed to share the *host community* amount with 55% of the *host community* dollars going to East Hazel Crest, and 45% of the *host community* dollars going to Homewood. In addition, the casino is also expected to generate hotel and sales taxes. These revenues also will be allocated 55% to East Hazel Crest and 45% to Homewood.



Southland Public Benefit Fund

Wind Creek, in partnership with the Villages of Homewood and East Hazel Crest, created the Southland Public Benefit Fund. Wind Creek IL will contribute to the fund two million dollars (\$2,000,000) in each of the first five (5) years of its operation for a total contribution of ten million dollars \$10,000,000.

The Villages of Homewood and East Hazel Crest will both contribute half (1/2) of their respective share of the gaming tax to which it entitled under the Illinois Gambling Act in each of the first four (4) years of the Casino's Operation.

The fund will distribute \$150,000 annually in scholarships for disadvantaged students in the region as well as healthcare services through a series of local partnerships. The funding distribution will reach \$1 million annually when the total amount invested among all partners reaches \$20 million. The recipients of the foundation are Moraine Valley Community College, South Suburban College, Prairie State College, the Ingalls Development Foundation and Advocate South Suburban Hospital.

OUTCOME

Once the resolution and redevelopment agreement are approved, the revenue sharing and incentive portions of the development project can be finalized, completing Homewood's development obligations.

FINANCIAL IMPACT

- **Funding Source:** Incremental Property Taxes Generated from the Parking Garage Development
- **Budgeted Amount:** N/A
- **Estimated Cost:** Unknown

LEGAL REVIEW

Completed

RECOMMENDED BOARD ACTION(S)

Approve a resolution approving a redevelopment agreement between the Village of Homewood, the Village of East Hazel Crest, and Wind Creek IL, LLC for the redevelopment of property to construct a casino, hotel and parking garage within the Northeast Tax Incremental Redevelopment Project Area in Homewood and the Halsted Street Redevelopment Project Area in the Village of East Hazel Crest.

ATTACHMENT(S)

- Resolution
- Redevelopment Agreement

RESOLUTION R- 3149**A RESOLUTION APPROVING A REDEVELOPMENT AGREEMENT
BETWEEN THE VILLAGE OF HOMEWOOD, THE VILLAGE OF EAST
HAZEL CREST, AND WIND CREEK IL LLC FOR REDEVELOPMENT OF
PROPERTY WITHIN THE NORTHEAST TAX INCREMENT
REDEVELOPMENT PROJECT AREA IN HOMEWOOD AND THE
HALSTED STREET REDEVELOPMENT PROJECT AREA IN THE VILLAGE
OF EAST HAZEL CREST**

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

WHEREAS, the State of Illinois selected the East Hazel Crest-Homewood site as the location for South Suburban Casino and approved Wind Creek IL LLC as the Developer of the casino site; and

WHEREAS, the Villages of East Hazel Crest and Homewood have established separate tax increment financing redevelopment project areas in their communities that include the casino site; and

WHEREAS, once the casino opens, it is expected to generate wagering, admissions, sales and hotel accommodation taxes payable to East Hazel Crest and Homewood, in addition to property taxes generated by the development; and

WHEREAS, the Developer has requested that it be reimbursed for its TIF eligible expenses from incremental property taxes generated by the project; and

WHEREAS, the Board of Trustees finds it to be in the best interests of the Village and its residents to enter into the attached redevelopment agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HOMEWOOD, Cook County, Illinois, as follows:

Section One - Approval of Redevelopment Agreement

The Redevelopment Agreement attached hereto as "Exhibit A" and made a part hereof is hereby approved. The Village President and Village Clerk are hereby authorized to execute the said Redevelopment Agreement.

Section Two - Effective Date

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

PASSED AND APPROVED this 27th day of June, 2023.

By: _____
President

ATTEST:

Village Clerk

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

Exhibit A - Redevelopment Agreement

This document was prepared by:

Richard F. Klawiter
DLA Piper LLP (US)
444 W. Lake Street, Suite 900
Chicago, IL 60606

**REDEVELOPMENT AGREEMENT BETWEEN
THE VILLAGE OF EAST HAZEL CREST,
THE VILLAGE OF HOMEWOOD
AND WIND CREEK IL LLC,**

This Redevelopment Agreement (this “Agreement”) is made and entered into this ____ day of _____, 2023, by and between the Village of East Hazel Crest, an Illinois municipality located in Cook County, Illinois (“East Hazel Crest”), the Village of Homewood, an Illinois municipality located in Cook County, Illinois (“Homewood”) (collectively, the “Villages”) and Wind Creek IL LLC, an Illinois limited liability company (the “Developer”). The “Effective Date” of this Agreement shall be the date hereof.

RECITALS

WHEREAS, the Villages have undertaken a program for the redevelopment of certain property within the Villages, which property is hereinafter described, pursuant to 65 ILCS 5/11-74.4-1 et seq., as amended, the Tax Increment Allocation Redevelopment Act (the “Act”); and

WHEREAS, on September 28, 2016, East Hazel Crest and on July 28, 2015 Homewood passed a series of Ordinances identified in Exhibit A attached hereto and made a part hereof (the “TIF Ordinances”) which, among other things, created the Halsted Street Redevelopment Project Area in East Hazel Crest (the “Halsted Redevelopment Project Area”) and the Northeast Tax Increment Financing Redevelopment Project Area in Homewood (the “Northeast TIF Redevelopment Project Area”) (being collectively referred to as the “Redevelopment Project Areas”); and

WHEREAS, the Developer desires, subject to market conditions and necessary approvals, and subject to the availability of financing, including the availability of tax increment financing, pursuant to the Act, to commence activities to improve that portion of the Redevelopment Project Areas which is legally described on Exhibit B (the “Subject Property”) by constructing a project (collectively, the “Project”) on the Subject Property as shown on the Site Plan attached as Exhibit C. In general, the Project will include the construction of a land-based casino and hotel complex in East Hazel Crest and an adjacent attendant garage and surface parking in Homewood (the “Casino”). Specifically, the Project will include a 10,200-square foot lobby / welcome center, an

approximately 73,511-square foot gaming floor, a food court of approximately 18,000 square feet as well as approximately 19,482 square feet of office space, and an approximately 8,779-square foot employee operations area. Finally, the Developer expects to construct a 16 story, 252-room hotel with skyline lounge, indoor pool and spa, and a 15,000 square foot convention center with accessory retail and accessory parking (the "Hotel"); the Casino will also host a two-level, 75,000-square foot entertainment venue off the main gaming floor; a potential second hotel tower and parking garage to be constructed to the north of the casino as a part of a Phase 2 of the project, and

WHEREAS, the Developer is seeking reimbursement for a portion of its development costs for the Project (the "Project Costs") which: (a) qualify as "redevelopment project costs" as defined in Section 5/11-74.4-3(q) of the Act; and (b) are generally described as to categories on Exhibit D; and

WHEREAS, the Villages entered into a certain Intergovernmental Agreement to Jointly Develop Property within the Villages of East Hazel Crest and Homewood dated November 27, 2012, as amended from time-to-time (the "IGA") pursuant to which the Villages are authorized to enter into this Agreement to provide tax increment financing to the Developer; and

WHEREAS, the Developer intends to file with the Office of the Assessor of Cook County an application for a Class 8 classification of the Subject Property; and

WHEREAS, the Developer has indicated to the Villages that but for the benefit of tax increment financing and a Class 8 classification of the Subject Property, it would not be economically feasible for the Developer to undertake the proposed development and Project; and

WHEREAS, the Villages have determined that the Project will be of significant benefit to the Villages and their residents and thus represents a development that would be appropriate to support with tax increment financing and a Class 8 classification; and

WHEREAS, the Developer has submitted to the Villages a financial analysis and feasibility study related to the Project indicating that the Developer would not undertake the Project in the absence of the availability of tax increment financing and a Class 8 classification of the Subject Property, which analysis and study have been reviewed by the Villages; and

WHEREAS, this Agreement has been submitted to and reviewed by the Corporate Authorities of the Villages; and

WHEREAS, the Corporate Authorities of the Villages, after due and careful consideration, have concluded that the Project as provided for herein will further the growth of the Villages, improve the environment of the Villages, increase the assessed valuation of the real estate situated in the Villages, foster increased and diversified economic activity within the Villages, increase employment opportunities within the Villages, and otherwise be in the public interest of the Villages; and

WHEREAS, the Villages are desirous of having the Project constructed for the uses described herein, in part to ultimately produce increased property tax revenues for the various taxing districts within the Subject Property over the long term; and

WHEREAS, pursuant to the Act, the Villages have agreed to finance certain Project Costs through tax increment revenues payable to the Developer through the issuance of a taxable note pursuant to the terms of this Agreement (the "Note") and to provide other support for the Project as set forth herein; and

WHEREAS, the Note shall be a limited obligation of the Villages issued pursuant to the Act and pursuant to East Hazel Crest's home rule authority, and evidencing the obligations of the Villages to reimburse the Developer for its payment of Project Costs; and

WHEREAS, the Villages may enter into amendments to this Agreement and/or additional agreements with the Developer and/or other third parties as may be necessary to reimburse Project Costs that are incurred in acquiring, improving and developing the Subject Property, or portions thereof, as contemplated in the Redevelopment Plan, and to assign the right to reimbursement of Project Costs to affiliated and unaffiliated parties of the Developer (which may include the Villages' issuance of the Note); and

WHEREAS, the Villages are reserving the Municipal Portion of Incremental Property Taxes (defined below) generated by the development of the Subject Property in recognition of the Project's impact on the Villages' infrastructure and the Villages' need to provide increased police, fire, paramedic, and public works services to respond to these impacts; and

NOW, THEREFORE, it is hereby agreed by and between the Villages and Developer, as follows:

Section 1. Preambles.

The Recitals set forth hereinabove are incorporated as if fully set forth herein.

Section 2. Developer's Representations and Inducements.

The Developer hereby makes the following representations and inducements:

A. Construction of Project.

The Developer shall, as permitted by law, construct or cause to be constructed the Project in substantial conformance with the Site Plan and in accordance with the schedule identified on Exhibit E (the "Schedule"). So long as the Developer is proceeding with due diligence, failure to comply with the Schedule shall not be considered a Default (as hereinafter defined). At such time as the Casino opens for business and provided the Hotel is under construction, the Villages shall issue certificates of completion to the Developer for improvements located in their respective municipalities (the "Certificate of Completion").

B. General Representation of Authority.

The Developer has the right and power to enter into this Agreement.

C. Agreement to Pay Real Estate Taxes.

The Developer agrees that during the term of this Agreement the Developer, or the Developer's tenants or successor owners as applicable, will pay all real estate taxes due and owing with respect to the Subject Property in compliance with applicable laws. If the Developer files a protest concerning its real estate tax assessment, it shall notify the Villages of this action and provide copies of all documents submitted to the appeal authority.

D. Insurance; Indemnification.

The Developer agrees to indemnify, defend and hold harmless the Villages, their officers, agents, and employees (the "Indemnified Parties") from and against any losses, costs, damages, or liabilities of whatever nature (including costs and attorneys' fees) suffered or incurred by the Villages arising from or in connection with: (i) the Developer's failure to comply with any of the terms, covenants and conditions contained in this Agreement; (ii) the Developer's or any contractor's failure to pay contractors, subcontractors or materialmen in connection with the Project; (iii) the existence of any material misrepresentation or omission in this Agreement, any information statement, or any other document related to this Agreement that is the result of information supplied or omitted by the Developer or any employees under the control or at the request of the Developer; or (iv) the Developer's failure to cure any misrepresentation in this Agreement or any other agreement relating hereto, provided however, that Developer shall have no obligation to any Indemnified Party for such losses, costs, damages or liabilities that result from the negligence, gross negligence or willful misconduct of one or more of the Indemnified Parties or if such claims are brought by third parties alleging violations of such third parties' civil or constitutional rights by Village officials, or (v) any losses due to any gross negligent or intentional acts or omissions of the Developer, its employees, agents, or assigns. The Developer shall

name the Villages as an additional insured on all liability policies held by the Developer in connection with the Project during construction. The Developer shall require all contractors to name the Villages as an additional insured with respect to all insurance obtained by the contractors pursuant to construction contracts for the Project.

E. Prevailing Wage

The Developer agrees that if any portion of the Project consists of public works as defined by the Prevailing Wage Act (820 ILCS 130/1 *et seq.*), it shall comply with the Prevailing Wage Act.

Section 3. Village Obligations.

In accordance with Developer's commitment to construct the Project, the Villages agree as follows:

A. Other Agreements.

The Villages represent and warrant that no other obligations or agreements exist that would prohibit, prevent, or otherwise impede the Villages' authority or ability to perform under this Agreement.

B. Support of Class 8.

Upon request of Developer, the Villages shall each take all necessary steps to make all necessary findings, to issue resolutions required for, and to approve, consent to, and support the classification of the Subject Property as Class 8 property (which may involve approvals for portions of the Subject Property over time as phases are developed) as required, and for the longest period of time allowed, by Section 74-63 of the Cook County Real Property Assessment Classification Ordinance.

C. Issuance of Note.

Upon the issuance of the Certificate of Completion (the "Issuance Date"), Developer shall complete and submit a Request for Reimbursement in the form attached hereto as Exhibit F. Upon receipt, East Hazel Crest will issue the Note in the form attached as Exhibit G to Developer in an aggregate initial principal amount equal to the amount of Project Costs that have been incurred by the Developer by the Issuance Date up to a maximum principal amount of \$55,000,000. As of the Issuance Date, Developer shall have incurred at least \$55,000,000 in Project Costs. Eligible costs will be certified by the Developer to, and approved by, East Hazel Crest on the Issuance Date and on a quarterly basis thereafter. Interest on the Note will accrue upon issuance at a rate equal to 9% (the "Note Interest Rate") and will compound semi-annually. The Note will begin to accrue interest and payments will begin to be made upon issuance. The Note shall have a first lien on the Available Incremental Property Taxes.

D. Additional Terms.

The Note will have a term that is the lesser of 20 years or the remaining life of the last TIF District whose term expires. Any interest that has accrued under the Note and remains unpaid shall, to the extent permitted by law, accrue interest per annum at the Note Interest Rate. The Note shall be repaid solely from the Available Incremental Property Taxes derived from the Subject Property. If, upon expiration of the Note or distribution of Incremental Property Taxes in the 24th year following the establishment of each TIF, there remains an unpaid balance on the note, any unpaid principal or interest on the note shall be forgiven by the Developer, provided the Villages have otherwise complied with the terms of this Agreement. Under no circumstances shall either Village be obligated to pay principal or interest on the Note from any source other than its share of Available Incremental Property Taxes as defined below, or for any time period which exceeds the allowed TIF period or after the final tax year applicable has been collected by the Villages.

E. Pledge of Available Incremental Property Taxes:

For purposes of this Agreement, the term “Incremental Property Taxes” shall mean the real estate taxes paid in respect of any increase in the equalized assessed value of the Subject Property over the initial equalized assessed value of the Subject Property as shown as part of the “initial equalized assessed value” of the Redevelopment Project Areas as certified by the County Clerk of Cook County, Illinois pursuant to the Act that have been collected after the Certificate of Completion and the Note are issued by the Villages and excluding any Incremental Property Taxes that have become due or that have been collected by the Villages prior to when the Certificate of Completion and the Note have been issued by the Villages.

In order to reimburse the Developer for Project Costs, each Village hereby pledges to pay an amount equal to ninety-five percent (95%) of Incremental Property Taxes generated from that portion of the Subject Property located within its corporate boundaries (the “Available Incremental Property Taxes”). Five percent (5%) of the Incremental Property Taxes generated from that portion of the Subject Property located within each Village’s corporate boundaries (the “Municipal Portion”) is reserved to each Village, and under no circumstance will Developer or any other third party have any claim to the Municipal Portion, nor to any other property tax derived from properties other than the Subject Property. The Villages will not pledge or encumber the Available Incremental Property Taxes except to pay amounts due under the Note until (i) all Project Costs have been fully paid or reimbursed to the Developer and/or all other holders of the Note, (ii) the Note has been paid and discharged, and (iii) all other payments required to be made to or on behalf of the Developer under this Agreement have been paid and this Agreement has terminated. In the Redevelopment Plans adopted in the TIF Ordinances, as well as pursuant to the IGA, the Villages have reserved the right to utilize (or “port”) incremental taxes received under the Act with

respect to one Redevelopment Project Area to pay or reimburse redevelopment project costs in other Redevelopment Project Areas that are either contiguous to, or separated only by a public right-of-way from, the first Redevelopment Project Area. The Villages agree that they will not utilize Available Incremental Property Taxes within redevelopment project areas other than the Redevelopment Project Areas until (i) all Project Costs have been fully paid or reimbursed to the Developer and/or any other holder of the Note, (ii) the Note has been paid and discharged, and (iii) all other payments required to be made to or on behalf of the Developer under this Agreement have been paid and this Agreement has terminated.

Recognizing that the TIF Note will be issued by East Hazel Crest for the benefit of both Villages, Homewood shall assign its share of Available Incremental Property Taxes to East Hazel Crest until the Note has been paid or otherwise discharged according to the terms of this Agreement. It is expressly acknowledged and noted by the Parties that the terms of the Redevelopment Project Areas expire in different years and that the Northeast Redevelopment Project Area may end prior to that of the Halsted Redevelopment Project Area and as a result East Hazel Crest may contribute Available Incremental Property Taxes for a longer period of time.

Each Village's pledge of property taxes in this agreement shall only pertain to the share of property taxes generated by that portion of the Subject Property located within its municipal borders. Under no circumstances shall either municipality be required to pledge or pay any portion of the Available Incremental Property Taxes for property located outside of its municipal borders.

F. Reimbursement Payments.

Reimbursements made to pay down the outstanding principal amount and interest on the Note shall be made semiannually on January 1 and July 1 in an amount equal to all Available Incremental Property Taxes pledged to the Developer. Payments on the Note shall continue until the Note is fully paid or discharged or the terms of the TIF Ordinances and the Redevelopment Project Area, as may be extended, have expired, subject to the terms, conditions and limitations with respect thereto contained in the Note and in this Agreement; provided, any Available Incremental Property Taxes accrued during the term of the Redevelopment Project Areas but paid to the Villages following the date of expiration of said term shall be pledged by the Villages and used to make payments on the Note to the extent required to fully discharge the Note. Payments on the Note shall first be applied to unpaid interest, if any, then to current interest, if any, and then to principal.

G. Deposit of Incremental Property Taxes.

The Incremental Property Taxes shall be deposited by the officers of the County who collect or receive the same directly to an escrow agent (the "Escrow Agent")

pursuant to an Authorization Agreement for Automatic Deposits with the County Treasurer (ACH Credits) in the County's pre-printed form (the "Authorization Agreement"). The Incremental Property Taxes shall be deposited into escrow pursuant to the terms of an escrow agreement in the form attached hereto as Exhibit H (the "Escrow Agreement") and retained by the Escrow Agent and disbursed as and when provided by the terms of the Escrow Agreement. If and whenever the Escrow Agent receives any of the Incremental Property Taxes, they shall immediately transmit the Available Incremental Property Taxes to the Developer pursuant to the terms of the Escrow Agreement and shall immediately transmit each village's proportionate share of the Municipal Portion to each Village. The Escrow Agent shall provide an annual accounting to the Developer by January 31 of each year of Incremental Property Taxes received.

H. Project Approvals.

The Villages shall cooperate with the Developer in obtaining from all governmental and other applicable regulatory authorities with jurisdiction, and the Villages themselves shall provide as necessary, all required zoning and land use approvals, licenses, permits, and authorizations necessary to allow the Developer to commence and complete construction of, and to operate, the Project, subject to each Village's inherent right to interpret and enforce its ordinances. Developer recognizes and agrees that the Villages have sole (but not arbitrary) discretion regarding all Village approvals and permits relating to the Project, and reasonable failure by the Villages to grant any required approval or issue any required permit shall not be deemed a default by the Villages under this Agreement or cause any claim against or liability to the Villages under this Agreement.

Section 4. Time of the Essence and Mutual Assistance.

Time is of the essence of this Agreement. The Parties agree to take such actions, including the execution and delivery of such documents, instruments and certifications (and, in the case of the Villages, the adoption of such ordinances and resolutions), as may be necessary or appropriate from time to time to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out such terms, provisions and intent. The Villages agree that they shall not revoke or amend one or more of the TIF Ordinances if such revocation or amendment would prevent or impair the development of the Project in accordance with this Agreement or the Villages' performance of their obligations hereunder.

Section 5. Delay.

For the purposes of any of the provisions of the Agreement, neither the Villages nor the Developer, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations under this Agreement in the event of any

delay caused by damage or destruction by fire or other casualty, strike, shortage of materials, terrorism, global pandemic, war, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or quantity for an abnormal duration, tornadoes or cyclones and other like event or condition beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its respective obligations hereunder; nor shall either the Villages or the Developer be considered in breach of, or default in its obligations under the Agreement, in the event of any delay resulting from the conduct of any judicial, administrative or legislative proceeding or caused by litigation or proceedings challenging the authority or right of the Villages or the Developer to act or perform under the Agreement; provided, however, that the party seeking the benefit of the provisions of this Section 5 shall, within ten (10) business days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof, and requested an extension for the period of the enforced delay.

Section 6. No Waiver by Delay.

Any delay by either party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the Villages and the Developer should still hope otherwise to resolve the problems created by the default involved). No waiver in fact made by either party with respect to any specific default by the other party should be considered or treated as a waiver of the rights of such party with respect to any other defaults by the other party or with respect to the particular default except to the extent specifically waived in writing.

Section 7. Default and Remedies.

Upon a "Default" (as defined below in this subsection) under this Agreement either of the parties in any court of competent jurisdiction, by any action or proceeding at law or in equity, shall have the rights and remedies that law and equity provide. A Default shall be deemed to occur upon any of the following events:

- i) Failure to comply with any material term or provision of this Agreement which is not cured within thirty (30) days, except when such cure is being diligently pursued and requires additional time to cure.
- ii) Any material violation of any local ordinance, rule, regulation or state statute pertaining to the Project or the subject matter of this Agreement which is not cured within sixty (60) days, except when such cure is being diligently pursued and requires additional time to cure.

iii) Failure of the Villages to cause to be paid amounts due on the Note to the Escrow Agent, in which event the Developer shall be entitled to specific performance and all other rights at equity or in law.

iv) Upon the failure of any party to perform its obligations under this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged failure and shall demand performance. No default under this Agreement shall entitle any party to terminate, cancel or otherwise rescind this Agreement; provided, however, this limitation shall not affect any other rights or remedies the Parties may have by reason of any default under this Agreement.

Section 8. Assignability and Transfer.

The Note may be: (1) assigned to or pledged as collateral to any lender providing project financing (2), sold or assigned to a Qualified Institutional Buyer ("QIB") as defined by Rule 144(a) of the Securities Act of 1933; (3) assigned or transferred to any entity controlling, controlled by or under common control with the Developer; and (4) assigned or transferred to any entity in which the majority equity interest is owned by the parties that have a majority equity interest in the Developer. Any proposed assignment of this Agreement shall not become effective without prior notice to and approval by the Villages, which approval shall not be unreasonably withheld, conditioned or delayed.

Section 9. Entire Agreement.

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

Section 10. Survival of Terms, Binding.

The covenants, terms, conditions, representations, warranties, agreements and undertakings set forth in this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives. Upon an assignment of this Agreement and notice to the Villages, the assigning party shall be automatically released from any and all liabilities and obligations under this Agreement.

Section 11. Governing Law.

The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Illinois.

Section 12. 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 Villages do not have the power to perform any provisions hereunder, such provisions shall be deemed to be excised and shall not affect any of the other provisions contained herein, and such judgment shall relieve the Villages from performance only under such invalid provision of this Agreement; provided, however, if the judgment relieves the Villages of their monetary obligations under this Agreement, then the Developer will be relieved of its obligations hereunder.

Section 13. Notices.

All notices, including notice of assignment of this Agreement or the Note, demands, requests, and other communications under the Agreement shall be in writing and shall be deemed properly served when delivered by hand to the party to whose attention it is directed or when received if sent, postage, prepaid, by registered or certified mail, return receipt requested, addressed as follows:

EAST HAZEL CREST

Patricia Lazuka, Village Administrator
Village of East Hazel Crest, Illinois
1904 West 174th Street
East Hazel Crest, Illinois 60429

WITH A COPY TO:

Michael J. Marovich, Village Attorney
Hiskes, Dillner, O'Donnell,
Marovich & Lapp, Ltd.
10759 W. 159th St.
Ste. 201
Orland Park, IL 60467
marovich@hdoml.com

HOMEWOOD

Napoleon Haney, Village Manager
Village of Homewood
2020 Chestnut Road
Homewood, Illinois 60430
nhaney@homewoodil.gov

WITH A COPY TO:

Christopher J. Cummings
Village Attorney
2024 Hickory Road, Suite 205
Homewood, Illinois 60430
chris@cjcumminglaw.com

DEVELOPER**WITH A COPY TO:**

DLA Piper LLP (US)
 444 West Lake Street, Suite 900
 Chicago, Illinois 60606
 Attention: Richard F. Klawiter
 richard.klawiter@us.dlapiper.com

Section 14. Term.

This Agreement shall terminate at the earliest time at which all of the following have occurred (the "Term"):

- i) the Project is completed and all amounts due under the Note have been paid;
- ii) all amounts due to the Villages with respect to the Developer's indemnification obligations under this Agreement have been paid;
- iii) all other amounts payable by one party to the other party under the terms of this Agreement have been paid; and
- iv) expiration of both Redevelopment Project Areas in accordance with the Act.

Upon the termination of this Agreement, the parties shall execute a notice of such termination in recordable format, which the Developer shall have the right, but not the obligation, to record with the Cook County Clerk - Recording Division. Upon termination of the Agreement, any and all obligations of the Villages shall cease and East Hazel Crest shall not be obligated to pay any unpaid amounts then due, or due in the future, under the Note from any other municipal funds.

Section 15. Lender Provisions.**A. Notice to and Option of Lenders to Cure Defaults.**

The Developer shall have the right to execute mortgages and other documents evidencing the interests of lenders in the Subject Property as may be necessary to secure financing for the Subject Property and the Project. If the Villages shall send any notice or demand to the Developer with respect to any alleged breach or default by the Developer under this Agreement, the Villages shall at the same time send a copy of such notice or demand to each Lender to the notice address of such Lender provided to the Villages. Each Lender shall (insofar as the rights of the Villages are concerned) have the right, at such Lender's option within sixty (60) days after receipt of the notice, to cure or remedy or commence to cure or remedy any such default and to add the cost of doing so to the indebtedness secured by the lien of its mortgage or security interest;

provided, that if a default by the Developer occurs under this Agreement which is not curable by a Lender, a Lender shall be deemed to have cured such non-curable defaults by its execution of the assumption agreement described in Section 15(C) below.

B. Lenders Not Obligated or Entitled.

No Lender shall be obligated by the provisions of this Agreement to construct or complete the Project or to guarantee such construction or completion, notwithstanding the collateral assignment of this Agreement by the Developer or the execution of any financing conveyance in favor of such Lender.

C. Lender Assumption Agreement.

Nothing contained in this Agreement shall be deemed to permit or authorize any Lender to undertake or continue the construction or completion of any portion of the Project (beyond the extent reasonably necessary to conserve or protect the Project improvements already acquired and constructed) without first having expressly assumed the obligations of the Developer under this Agreement with respect to such portion of the Project by written agreement reasonably satisfactory to the Villages. In such event, the Lender must agree to complete, in the manner provided in this Agreement, the Project improvements to which the lien or title of the Lender relates, and submit evidence reasonably satisfactory to the Villages that such Lender has the qualifications and financial responsibility necessary to assume and perform such obligations of the Developer, as the case may be, in which case the Villages shall attorn to such Lender with respect to the terms of this Agreement and the Note. If such an assumption agreement is executed, then the Developer will be relieved of its obligations under this Agreement with respect to such portion of the Project. Any such Lender properly completing the Project improvements to which its lien or title relates shall be entitled, upon written request made to the Villages, to a certificate of occupancy from each of the Villages with respect to such Project improvements on the same basis as a certificate of occupancy would have been available to the Developer. Nothing contained in this Agreement shall be deemed to grant to any Lender or any party claiming by, through or under the Developer any rights or powers beyond those granted in this Agreement to the Developer.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the year and date first above written.

WIND CREEK IL LLC

VILLAGE OF HOMEWOOD

By: _____
Name:
Title:

By: _____
Richard A. Hofeld
Village President

VILLAGE OF EAST HAZEL CREST

By: _____
Thomas A. Brown
Mayor

Exhibit A
TIF Ordinances

Exhibit B

Legal Description of Subject Property

PARCEL 1:

LOT 3, 4, 5 AND THE EAST 74.24 FEET OF LOT 2 (AS MEASURED ALONG THE SOUTHERLY LINE THEREOF) IN EAST HAZEL CREST COMMERCIAL, BEING A SUBDIVISION OF THE SOUTH 28 ACRES OF THE NORTH 38 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 29 TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOT 200 OF HOMEWOOD COURT SUBDIVISION, BEING A SUBDIVISION AND RESUBDIVISION OF PART, OF THE SOUTH 20 ACRES OF THE NORTH 58 ACRES OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 0934519091 IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 200: THENCE SOUTH 89 DEGREES, 11 MINUTES 36 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 200 A DISTANCE OF 210.82 FEET, TO A BEND; THENCE NORTH 75 DEGREES 13 MINUTES 51 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF LOT 200 A DISTANCE OF 76.61 FEET; THENCE NORTH 84 DEGREES 18 MINUTES 59 SECONDS EAST 285.90 FEET, TO THE EAST LINE OF SAID LOT 200: THENCE SOUTH 0 DEGREES 28 MINUTES 51 SECONDS EAST ALONG SAID EAST LINE OF LOT 200 A DISTANCE OF 44.88 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF A LINE 1963.94 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 29, WITH A LINE 83.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 29, AS MEASURED ON THE NORTH LINE THEREOF, (SAID POINT OF BEGINNING BEING ALSO THE POINT OF INTERSECTION OF A WEST LINE OF THE NORTHERN ILLINOIS STATE TOLL HIGHWAY PARCEL NO. T-FA*-18.01 WITH THE SOUTH LINE OF THE NORTHERN ILLINOIS STATE TOLL HIGHWAY PARCEL NO. T-1W-502); THENCE (THE FOLLOWING THREE (3) COURSES BEING ON TWO (2) WEST LINES AND ON A NORTH LINE OF THE NORTHERN ILLINOIS STATE TOLLWAY PARCEL NO. T-1-'A'-18.1) SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 4.62 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 33.00 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 425.38 FEET; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND WEST ON A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 617.08 FEET TO A POINT ON A LINE 667.08 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 29; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST ON THE LAST

DESCRIBED LINE, A DISTANCE OF 320.00 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 24.00 FEET TO A POINT ON A LINE 643.08 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 29; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST ON THE LAST DESCRIBED LINE, A DISTANCE OF 172.96 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY PARCEL NO. T-I-A-501.2); THENCE NORTH 89 DEGREES, 41 MINUTES, 20 SECONDS EAST ON THE LAST DESCRIBED LINE, A DISTANCE OF 1.35 FEET TO THE MOST WESTERLY CORNER OF THE NORTHERN STATE TOLL HIGHWAY PARCEL NO. T-I-'A'-502; THENCE (THE FOLLOWING TWO (2) COURSES BEING ON THE SOUTHWESTERLY AND SOUTH LINE OF SAID PARCEL NO. T-I-'A'- 502) SOUTH 74 DEGREES, 44 MINUTES, 59 SECONDS EAST, A DISTANCE OF 246.02 FEET; THENCE NORTH 89 DEGREES, 41 MINUTES, 20 SECONDS EAST, A DISTANCE OF 321.38 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE EAST 25.00FEET THEREOF, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1 IN M-R BANK SUBDIVISION AS RECORDED, THENCE NORTH 00 DEGREES 19 MINUTES 02 SECONDS EAST 99.55 FEET, MORE OR LESS, ALONG THE WEST LINE OF SAID LOT 1 EXTENDED NORTH TO A POINT ON THE NORTH LINE OF LOT 1 IN MATTESON RICHTON BANK SUBDIVISION, AS RECORDED, EXTENDED WESTERLY; THENCE SOUTH 89 DEGREES 40 MINUTES 58 SECONDS EAST ALONG SAID LINE AS EXTENDED 203.91 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LOT 1 IN MATTESON RICHTON BANK SUBDIVISION; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 1 IN MATTESON RICHTON BANK SUBDIVISION A DISTANCE OF 99.55 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT 1 IN M-R BANK SUBDIVISION, AFORESAID; THENCE NORTH 89 DEGREES 40 MINUTES 58 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 1 IN M-R BANK SUBDIVISION 203.91 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

PARCEL T-1A-501:

THAT PART OF THE EAST ONE HALF OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHEAST QUARTER FOR A DISTANCE OF 1243.16 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 20 ACRES OF THE NORTH 58 ACRES OF THE EAST ONE-HALF OF THE SAID SOUTHEAST QUARTER; THENCE WEST ALONG THE LAST DESCRIBED LINE A DISTANCE OF 83.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING WESTERLY ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 27.00 FEET TO A POINT; THEN SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 40 MINUTES 20 SECONDS TO THE LEFT OF THE LAST DESCRIBED LINE, A DISTANCE OF 654.78 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 58 ACRES OF THE EAST ONE-HALF OF THE SAID SOUTHEAST QUARTER, SAID POINT BEING 110 FEET WEST OF THE EAST LINE OF THE SAID SOUTHEAST QUARTER, THENCE EASTERLY ALONG SAID SOUTH LINE OF THE NORTH 58 ACRES OF

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THE EAST ONE-HALF OF THE SAID SOUTHWEST QUARTER, A DISTANCE OF 27.00 FEET TO A POINT; THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 89°40'20" TO THE LEFT OF THE LAST DESCRIBED LINE, A DISTANCE OF 654.78 FEET TO THE POINT OF BEGINNING.

AND

PARCEL T-1A-501.3:

THAT PART OF THE EAST ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE COUNTY OF COOK, STATE OF ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 29; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHEAST QUARTER FOR A DISTANCE OF 1243.16 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 20 ACRES OF THE NORTH 58 ACRES OF THE EAST ONE-HALF OF THE SAID SOUTHEAST QUARTER; THENCE WEST ALONG THE LAST DESCRIBED LINE A DISTANCE OF 110 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING WESTERLY ALONG SAID LINE FOR A DISTANCE OF 40 FEET TO A POINT; THENCE SOUTHEASTERLY TO A POINT ON THE WEST LINE OF THE EAST 110 FEET OF THE SOUTHEAST QUARTER, SAID POINT BEING 50 FEET SOUTH OF THE POINT OF BEGINNING AS MEASURED ALONG SAID WEST LINE; THENCE NORTHERLY 50 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

174th Street Parcel

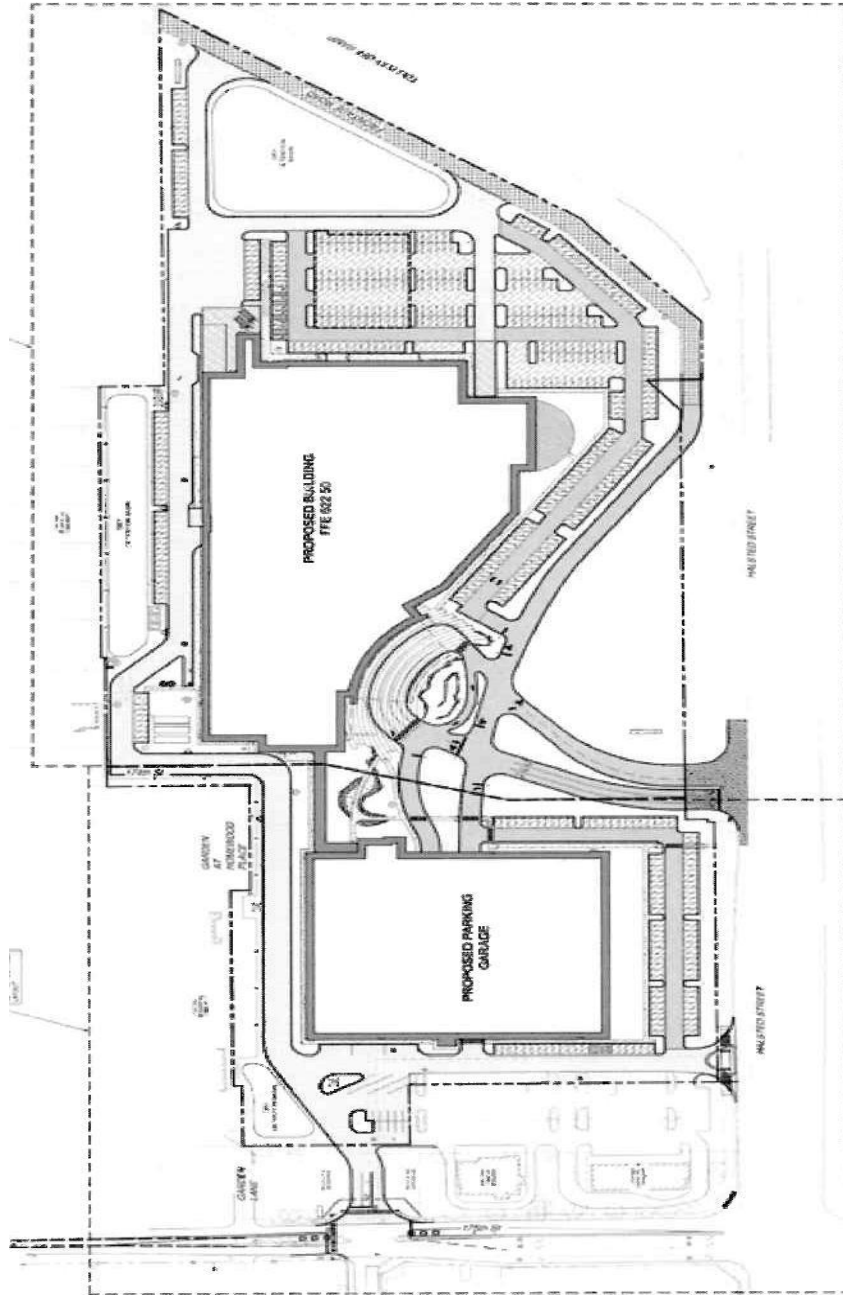
THAT PART OF THE EAST ONE HALF OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SAID SECTION 29; THENCE SOUTH ALONG THE EAST LINE THEREOF, A DISTANCE OF 1897.94 FEET TO A POINT; THENCE WESTERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 40 MINUTES 20 SECONDS TO THE RIGHT OF THE LAST DESCRIBED LINE EXTENDED, A DISTANCE OF 83.0 FEET, FOR A POINT OF BEGINNING; THENCE CONTINUING WESTERLY ALONG THE LAST DESCRIBED LINE EXTENDED, A DISTANCE OF 558.74 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 164 DEGREES 26 MINUTES 19 SECONDS TO THE LEFT OF THE LAST DESCRIBED LINE EXTENDED A DISTANCE OF 246.02 FEET TO A POINT; THENCE EASTERLY ALONG A LINE FORMING AN ANGLE OF 15 DEGREES 33 MINUTES 41 SECONDS TO THE LEFT OF THE LAST DESCRIBED LINE EXTENDED, A DISTANCE OF 321.38 FEET TO A POINT; THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 40 MINUTES 20 SECONDS TO THE LEFT OF THE LAST DESCRIBED LINE EXTENDED A DISTANCE OF 66.0 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

Property Index Number:
29-29-409-0112-0000

Common address: 174th Street west of Halsted Street, Homewood, Illinois

Exhibit C

Site Plan



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Exhibit D

Project and TIF Eligible Costs (in thousands)

	<i>Total Cost*</i>	<i>Percentage Eligible</i>	<i>TIF Eligible Cost</i>
<u>Land & Acquisition</u>			
Land & Acquisition Costs	\$25,000	100	\$25,000
Total Land & Acquisition Costs	\$25,000		\$25,000
<u>Hard Construction Costs</u>			
<i>Hard Costs</i>			
Casino Building	\$90,000		
Hotel	74,000		
Entertainment Venue	23,769		
Parking Structure - South	47,116		
Parking Structure - North	19,100		
Site Work (Hazel Crest)	17,006	100	\$17,006
Site Work (Homewood)	6,000	100	\$6,000
Site Improvements (Signage)	1,500		
Site Improvements (Entertainment Space)	1,231	100	\$1,231
Site Infrastructure (175th Street Entrance)	278	100	\$278
Off-Site Infrastructure	2,000	100	\$2,000
Lift Station	560	100	\$560
Total Hard Construction Costs	\$282,560		\$27,075
<i>Design Fees</i>			
General Fees (% of Hard Costs)	\$12,700		
Specialty Consultants (% of Hard Costs)	1,630	100	\$1,630
Reimbursable Expenses (% of Hard Costs)	816		
Civil Engineering (incl. w/General Fees)	0		
A&E Fees	\$15,145		\$1,630
A/E Construction Administration (% of Hard Costs)	\$1,224		
Reproduction	25		
Utility Services	444		
Testing	500		
Total Design Fees	\$2,193		\$0
<i>Development Costs</i>			
Owner Furnished Specialty Staff & Consultants	\$1,800		
Land Acquisition Fee - The Daly Group	1,000		
Development Fee - The Daly Group	16,145		
Total Development Costs	\$18,945		\$0
Total Hard Costs & Development Costs (excl. Contingency)	\$318,843		\$28,705
<i>Contingency Costs</i>			
Construction Contingency (as % of Hard Costs)	\$16,296		
Owner Contingency (as % of Hard Costs)	5,470		
Total Owner's Contingency	\$21,766		\$0
Total Hard Costs & Development Costs	\$340,609		\$28,705

FF&E*Casino FF&E*

F&B	\$1,320		
Back of House Furnishings	1,125		
Gaming Area Furnishings	3,565		
Carpet Materials - Casino & Front House	588		

	<i>Total Cost*</i>	<i>Percentage Eligible</i>	<i>TIF Eligible Cost</i>
Carpet Materials - Administration & Back of House	94		
Wallcovering Materials	395		
Casino FF&E	\$7,088		\$0

Hotel FF&E

Guestroom Floors	\$4,320		
Hotel Carpet Materials	534		
Hotel Wallcovering Materials	627		
Hotel Amenities	250		
Meeting Rooms	1,250		
SPA	2,000		
Hotel Administration	100		
Hotel Food & Beverage	250		

Hotel FF&E	\$9,331		\$0
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Systems

Telephones	\$88		
Computers and Systems - Casino	7,500		
Computers and Systems - Hotel	1,270		
CCTV - Hotel	508		
Security/Surveillance - Casino	2,000		
Security/Surveillance - Hotel	300		
A/V Equipment	2,000		
Jackpot Lighting	500		
Platinum/Valet Parking Equipment	200		

Systems	\$14,366		\$0
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Gaming Equipment

Slot Machines & System (10% assumed leased)	\$24,300		
Chairs	560		
Bases	490		
Tables Games & Equipment	800		
Cage Equipment	720		
Count Machine	300		
Slot Shops	100		
Slot Signage	1,000		

Gaming Equipment FF&E	\$28,270		\$0
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Operator Supplies & Equipment

Operator Supplies & Equipment - Casino	\$1,700		
Operator Supplies & Equipment - Hotel	1,500		

Operator Supplies & Equipment	\$3,200		\$0
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Total FF&E Costs

Total FF&E Costs	\$62,255		\$0
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Soft Costs & Other*Pre-Opening Expenses*

Salaries / Training	\$750		
Uniforms	150		
Marketing	1,000		
F&B Stock	450		
Taxes / Permits / Fees	100		
Gaming Licensing Fees	75		
Builder's Risk Insurance	500		
Pre-Opening Expenses	\$3,025		\$0
	<i>Total Cost*</i>	<i>Percentage Eligible</i>	<i>TIF Eligible Cost</i>
<i>License Fees</i>			
Upfront Licensing Fee	\$15,000		
Upfront Gaming Licensing Fees - Slots	48,300		
Upfront Gaming Licensing Fees - Tables	11,700		
Reconciliation Payment	0		
License Fees	\$75,000		\$0
<i>Other</i>			
Operating Cash & Working Capital	5,000		
Other Costs	\$5,000		\$0
Total Soft Costs & Other	\$83,025		\$0
Total Project Budget (before Financing Costs)	\$510,889		\$53,705
<i>Financing Costs</i>			
Projected Interest Expense During Construction Period (1)	\$12,252	30	\$3,676
Estimated Transaction Fees & Expenses	6,800		
Total Estimated Financing Costs	\$19,052		\$3,676
Total Project Budget*	\$529,941		\$61,056

*Budget and TIF Eligible Costs are preliminary and subject to change, including increases and shifts within and among line items

Exhibit E

Project Schedule

Estimated Project Commencement = Ongoing

Estimated Project Completion = January 1, 2025

Note: These dates are approximate and may be extended/delayed by the Developer

_____, a _____

By:

Name:

Its:

Subscribed and sworn before me this ___ day of _____ 2023.

My commission expires: _____

Agreed and accepted:

Name

Title: _____

Village of _____

Subscribed and sworn before me this ___ day of _____ 20__.

My commission expires: _____

Exhibit G
Form of Note

REGISTERED NO.

MAXIMUM AMOUNT: \$55,000,000

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTY OF COOK

VILLAGE OF EAST HAZEL CREST

TAX INCREMENT ALLOCATION REVENUE NOTE

REGISTERED OWNER: WIND CREEK IL LLC, an Illinois limited liability company

Interest Rate: 9%

Maturity Date: _____, 20__ [Date to be Inserted/Earlier of 20 years from Note Date or TIF Expiration Date]

KNOW ALL PERSONS BY THESE PRESENTS, that the Village of East Hazel Crest, Cook County, Illinois (the "Village"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above, but solely from the sources hereinafter identified, the principal amount of this Note from time to time advanced by the Registered Owner to pay costs of the Project (as hereafter defined) in accordance with the ordinance hereinafter referred to up to the principal amount of \$55,000,000 and to pay the Registered Owner interest on that amount at the Interest Rate per year specified above from the date of this Note. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. Accrued but unpaid interest on this Note shall also accrue at the Interest Rate per year specified above until paid.

Principal of and interest on this Note from the proceeds of the Available Incremental Property Taxes which have accrued and that were collected after the date of this Note (as defined in the hereinafter defined Redevelopment Agreement) is due on January 1 and July 1 of each year in the amount of the Available Incremental Property

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Taxes until the earlier of the Maturity Date or until this Note is paid in full. Payments shall first be applied to interest. The principal of and interest on this Note are payable in lawful money of the United States of America, and shall be made to the Registered Owner hereof as shown on the registration books of the Village maintained by the Treasurer of the Village, as registrar and paying agent (the "Registrar"), at the close of business on the fifteenth day of the month immediately prior to the applicable payment, maturity or redemption date, and shall be paid by check or draft of the Registrar, payable in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Registrar. The Registered Owner of this Note shall note on the Payment Record attached hereto the amount and the date of any payment of the principal of this Note promptly upon receipt of such payment.

This Note is issued by the Village in the principal amount of \$55,000,000 for the purpose of paying the costs of certain eligible redevelopment project costs incurred by Wind Creek IL LLC, an Illinois limited liability company (the "Developer") in connection with the development (either by the Developer or third parties) of the Project as hereinafter defined in the Redevelopment Agreement, all within or adjacent to the _____ Redevelopment Project Area (the "Project Area") in the Village, pursuant to a Redevelopment Agreement dated _____, 2023 by and between the Village and the Developer (the "Redevelopment Agreement"), all in accordance with the Constitution and the laws of the State of Illinois, and particularly the Tax Increment Allocation Redevelopment Act as amended (65 ILCS 5/11-74.4-1 et seq.) (the "TIF Act"), the Local Government Debt Reform Act (30 ILCS. 350/1 et seq.) and an Ordinance adopted by the Village Board on _____ (the "Ordinance"), in all respects as by law required.

The Village has assigned and pledged certain rights, title and interest of the Village in and to certain incremental ad valorem tax revenues from the Project Area which the Village is entitled to receive pursuant to the TIF Act and the Ordinance, in order to pay the principal and interest of this Note. Reference is hereby made to the aforesaid Ordinance and the Redevelopment Agreement for a description, among others, with respect to the determination, custody and application of said revenues, the nature and extent of such security with respect to this Note and the terms and conditions under which this Note is issued and secured. THIS NOTE IS A SPECIAL LIMITED OBLIGATION OF THE VILLAGE, AND IS PAYABLE SOLELY FROM AVAILABLE INCREMENTAL TAXES INCURRED AND COLLECTED AFTER THE DATE OF THE SIGNING OF THIS NOTE, AND SHALL BE A VALID CLAIM OF THE REGISTERED OWNER HEREOF ONLY AGAINST SAID SOURCES. THIS NOTE SHALL NOT BE DEEMED TO CONSTITUTE AN INDEBTEDNESS OR A LOAN AGAINST THE GENERAL TAXING POWERS OR CREDIT OF THE VILLAGE, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION. THE REGISTERED OWNER OF THIS NOTE SHALL NOT HAVE THE

RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE VILLAGE, THE STATE OF ILLINOIS OR ANY POLITICAL SUBDIVISION THEREOF TO PAY THE PRINCIPAL OR INTEREST OF THIS NOTE. The principal of this Note is subject to redemption on any date, as a whole or in part, at a redemption price of 100% of the principal amount thereof being redeemed, plus accrued interest to the date of redemption if not an interest payment date, without redemption premium. There shall be no prepayment penalty. Notice of any such redemption shall be sent by registered or certified mail not less than five (5) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of this Note at the address shown on the registration books of the Village maintained by the Registrar or at such other address as is furnished in writing by such Registered Owner to the Registrar.

Payments on this Note shall continue until this Note is fully paid or discharged or the term of the Project Area, as extended, has expired, subject to the terms, conditions and limitations with respect thereto contained in this Note; provided, any Available Incremental Property Taxes accrued during the term of the Project Area, that were collected following the date of expiration of said term, shall be pledged by the Village and used to make payments on this Note to the extent required to fully discharge this Note.

This Note is issued in fully registered form in the denomination of its outstanding principal amount. This Note may not be exchanged for a like aggregate principal amount of notes or other denominations.

This Note is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal office of the Registrar in East Hazel Crest, Illinois, but only in the manner and subject to the limitations provided in the Redevelopment Agreement, and upon surrender and cancellation of this Note. Upon such transfer, a new Note of authorized denomination of the same maturity and for the same aggregate principal amount and for the same terms and conditions of this Note, will be issued to the transferee in exchange herefor. The Registrar shall not be required to transfer this Note during the period beginning at the close of business on the fifteenth day of the month immediately prior to the Maturity Date of this Note nor to transfer this Note after notice calling this Note or a portion hereof for redemption has been mailed, nor during a period of five (5) days next preceding mailing of a notice of redemption of this Note.

This Note hereby authorized shall be executed and delivered as the Ordinance and the Redevelopment Agreement provide.

Whenever, under the terms of this Note, the principal and interest outstanding and unpaid becomes due and payable, the holder of this Note may pursue any remedies, legal or equitable, that are available to collect the unpaid balance of this Note, together with interest; provided, that neither the principal of or interest on this Note

shall be deemed or declared to be in default so long as all available Incremental Property Taxes have been applied to the payment of such principal or interest.

The Village and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and for all other purposes and neither the Village nor the Registrar shall be affected by any notice to the contrary, unless transferred in accordance with the provisions hereof.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to happen, or to be done or performed precedent to and in the issuance of this Note did exist, have happened, have been done and have been performed in regular and due form and time as required by law; that the issuance of this Note, together with all other obligations of the Village, does not exceed or violate any constitutional or statutory limitation applicable to the Village.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Village of East Hazel Crest, Cook County, Illinois, by its Village Board of Trustees, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and has caused this Note to be signed by the duly authorized signature of the Village President and attested by the duly authorized signature of the Village Clerk of the Village, all as of _____ 20__.

VILLAGE: Village of East Hazel Crest, an Illinois Municipal Corporation

By: _____

Village President

(SEAL)

Attest:

Village Clerk

PRINCIPAL PAYMENT RECORD

DATE OF PAYMENT PRINCIPAL PAYMENT PRINCIPAL BALANCE DUE

Exhibit H

Escrow Agreement

Account Number

THIS ESCROW AGREEMENT is made and entered into as of the ___ day of _____, 20__ by and between Wind Creek IL LLC, an Illinois limited liability company ("Wind Creek"), and Amalgamated Bank of Chicago, an Illinois state banking corporation, as escrow agent ("Escrow Agent").

1. The following is deposited with Escrow Agent on behalf of the undersigned Wind Creek:

[Please provide specific information regarding deposits, etc.]

2. Escrow Agent is hereby directed to hold, deal with and dispose of the aforesaid at any time held by Escrow Agent hereunder in the following manner, subject however, to the terms and conditions hereinafter set forth:

3. Money deposited under this Escrow Agreement shall be invested as directed by Wind Creek. Escrow Agent shall be entitled to an administrative fee of 25 basis points.

4. It is agreed that the duties of Escrow Agent are only such as are herein specifically provided and are ministerial in nature and that Escrow Agent shall incur no liability whatsoever except for the willful misconduct or negligence or where it has acted in bad faith. The duties and responsibilities of Escrow Agent shall be limited to those expressly set forth in this Escrow Agreement, and Escrow Agent shall not be subject to, nor obliged to recognize, monitor or enforce the terms of any other agreement between, or direction or instruction of, any or all of the parties hereto even though reference thereto may be made herein; provided, however, this Escrow Agreement may be amended at any time or times by an instrument in writing signed by the parties hereto. Escrow Agent shall be fully protected in acting in accordance with any instructions given to it hereunder and signed by the appropriate party or parties hereto.

5. Escrow Agent is authorized, in its sole discretion, to disregard any and all notices or instructions given by any of the undersigned or by any other person, firm or corporation, except only such notices or instructions as are hereinabove provided for and orders or process of any court entered or issued with or without jurisdiction. If any property subject hereto is at any time attached, garnished, or levied upon under any court order or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order,

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judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any of such events, Escrow Agent, in its sole discretion, is authorized to rely upon and comply with any such order, writ, judgment or decree which Escrow Agent is advised by legal counsel of its own choosing is binding upon Escrow Agent; and if Escrow Agent complies with any such order, writ, judgment or decree Escrow Agent shall not be liable to any of the parties hereto or to any other person, firm or corporation by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

6. Escrow Agent shall not be personally liable for any act taken or omitted hereunder if taken or omitted in good faith and in the exercise of Escrow Agent's own best judgment. Escrow Agent shall also be fully protected in relying upon any written notice, demand, certificate or document which Escrow Agent in good faith believes to be genuine.

7. Unless otherwise specifically indicated herein Escrow Agent shall proceed as soon as practicable to collect any checks or other collection items at any time deposited hereunder. All such collections shall be subject to the usual collection agreement regarding items received by Escrow Agent's commercial banking department for deposit or collection. Escrow Agent shall not be required or have a duty to notify anyone of any payment or maturity under the terms of any instrument deposited hereunder, nor to take any legal action to enforce payment of any check, note or security deposited hereunder.

8. Escrow Agent shall not be responsible for the sufficiency or accuracy of the form, execution, validity or genuineness of documents or securities now or hereafter deposited hereunder, or of any endorsement thereon, or to any lack of endorsement thereon, or for any description therein, nor shall Escrow Agent be responsible or liable in any respect on account of the identity, authority or rights of the persons executing or delivering or purporting to execute or deliver any such document, security or endorsement or these escrow instructions.

9. Any notices required or desired to be given hereunder to any of the undersigned shall be in writing and may be given by electronic transmission (i.e. facsimile or email) or by mailing the same to the address indicated below under the signature of such undersigned (or to such other address as said undersigned may have theretofore substituted by written notification to Escrow Agent), by United States mail, postage prepaid. For all purposes hereof any notice so mailed shall be effectual as though served upon the person of the undersigned thereafter actually receives such notice. Notices to Escrow Agent shall be in writing and shall not be deemed to be given until actually received by Escrow Agent's trust department employee or officer who administers this escrow. Whenever under the terms hereof the time for giving a notice

or performing an act falls upon a Saturday, Sunday, or holiday, such time shall be extended to the next business day.

10. If Escrow Agent believes it to be reasonably necessary to consult with counsel concerning any of its duties in connection with this escrow, or in case Escrow Agent becomes involved in litigation on account of being hereunder Escrow Agent or on account of having received property subject hereto, then in either case, Escrow Agent's costs, expenses, and reasonable attorney's fees shall be paid by Wind Creek.

11. Wind Creek also covenants to indemnify Escrow Agent for, and defend it and to hold it harmless against, any loss, liability or expense incurred without negligence or bad faith on its part, arising out of or in connection with the acceptance or administration of this Escrow Agreement or the performance of its duties hereunder, including the costs and expenses of defending itself against or investigating any claim of liability in the premises, except to the extent that any such loss, liability or expense was due to the Escrow Agent's negligence or bad faith. Escrow Agent shall notify the undersigned promptly of any claim of which it may seek indemnity. Wind Creek shall defend the claim and Escrow Agent shall cooperate in the defense. Escrow Agent may have separate counsel and Wind Creek shall pay the reasonable fees and expenses of such counsel. Wind Creek need not pay for any settlement made without their consent, which consent shall not be unreasonably withheld.

12. If Escrow Agent is subject to conflicting demands with respect to funds or property on deposit with it hereunder, Escrow Agent shall not be permitted or required to resolve such controversy or conflicting demands or take action, including the making of disbursements, but shall await resolution by joint written instructions from the parties or by final court order. Notwithstanding the foregoing, nothing herein shall be deemed to limit the Escrow Agent's right to file an interpleader action if, in the exercise of its discretion, it finds it necessary to do so.

13. Wind Creek shall pay to Escrow Agent reasonable compensation for its services and shall reimburse Escrow Agent for all reasonable out-of-pocket expenses incurred by it. Such expenses may include the reasonable compensation and expenses of Escrow Agent's counsel.

14. If Escrow Agent's fees, costs, expenses, or reasonable attorney's fees provided for herein, are not promptly paid, Escrow Agent shall have the right to sell the property held hereunder and reimburse itself therefore from the proceeds of such sale or from the cash held hereunder.

15. It is understood that Escrow Agent reserves the right to resign as Escrow Agent at any time by giving written notice of resignation, specifying the effective date thereof, to Wind Creek. Within 30 days after receiving the aforesaid notice, Wind Creek agrees to appoint a successor Escrow Agent to which Escrow Agent may distribute the

property then held hereunder, less Escrow Agent’s fees, costs and expenses. If a successor Escrow Agent has not been appointed and has not accepted such appointment by the end of the 30-day period, Escrow Agent may apply to a court of competent jurisdiction for the appointment of a successor Escrow Agent, and the costs, expenses and reasonable attorneys’ fees incurred in connection with such a proceeding shall be paid by the Wind Creek.

16. If, by its terms, this Escrow Agreement shall not have previously terminated, then it shall terminate on _____, 20 ____, at which time the property then held hereunder, less Escrow Agent’s fees, costs and expenses shall be distributed to Wind Creek.

17. Wind Creek hereby represents that it shall be responsible for any and all tax filings and reports that may be required under either state or federal law arising from this Escrow Agreement.

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

Wind Creek IL LLC, an Illinois limited liability company

By: _____

Amalgamated Bank of Chicago as Escrow Agent

By: _____



BOARD AGENDA MEMORANDUM

DATE OF MEETING: June 27, 2023

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Robert Grabowski, Fire Chief

Topic: Electronic Plan Review Table Purchase for Building Department and Public Works

PURPOSE

Approve the purchase of two I-Plan® engineering tables to facilitate a more efficient and streamlined plan review and engineering review process. I-Plan tables will be located in the Building Department and in the Engineering Division of the Public Works Department. A budget amendment is required to allocate American Rescue Plan Act (APRA) funds to cover the cost of this purchase.

PROCESS

Our staff plan reviewers have a challenging job. Reviewers must communicate with a wide range of users, ensure that code requirements are met, make numerous changes and recommendations, and the reviews must be done quickly. iPlanTables provide a more efficient solution to the Village's plan review process by ending large plan printing and scanning of plan documents, which will expedite the plan review process. An iPlanTable is a large touch screen table where building, architect and development-type plans both large and small can be reviewed and digitally shared in half the time it would take to review paper plans. Staff can perform on-screen annotations, recommendations, corrections and communication by looking at full-size drawings on a touchscreen workstation.

With the new software package installed last year in the Building Division, and with the current software being used at Public Works, the majority of plan reviews at both the Building Division and Public Works will now be electronic instead of paper blueprints. The I-Plan (*electronic plan review screens*) tables were researched by the Fire Chief, Building Inspector, Public Works Director, and the Village Engineer, and found to be the only digital touch screen table with the capability that both the Building Division and Public Works Department need to conduct and manipulate (review changes) for all submitted plan reviews.

OUTCOME

One I-Plan table will be located in the Building Division and the second will be located at Public works in the Engineering Division.



FINANCIAL IMPACT

- **Funding Source:** ARPA Funding
- **Budgeted Amount:** \$0
- **ARPA Allocation:** \$28,280
- **Cost:** \$28,280

LEGAL REVIEW

Not Required

RECOMMENDED BOARD ACTION

Approve a budget amendment allocating \$25,280 of ARPA funds for the purchase of two I-Plan® tables; waive competitive bidding due to the technical nature of the item making competition impractical or negating standardization [*Purchasing Policy - Section 5(5)*]; and, approve the purchase of two I-Plan tables from iProjectSolutions LLC of St. Joseph, MO for an amount not to exceed \$25,280.

ATTACHMENT(S)

Quote from iProjectsolutions LLC



iProjectSolutions LLC
 3831 Frederick Ave #122
 Saint Joseph, MO 64506 US
 888-836-2727
 kevin.rowe@iprojectsolutions.com
 www.iprojectsolutions.com

ADDRESS

Chief Robert Grabowski
 Village of Homewood Fire
 Department
 17950 Dixie Highway
 Hpmewood, IL 60430

SHIP TO

Chief Robert Grabowski
 Village of Homewood Fire
 Department
 17950 Dixie Highway
 Hpmewood, IL 60430

Quote 7534

DATE 06/13/2023

EXPIRATION DATE 09/30/2023

DIRECT PHONE CONTACT #

708 206-3402

ACTIVITY	QTY	RATE	AMOUNT
FM Workstations:FM-ELT554K	2	13,700.00	27,400.00
FM-ELT554k			
Electric lift			
Electric tilt			
Articulating keyboard tray			
55" 4k PCAP touchscreen monitor			
2 - 24" rotating side monitors			
Dell i7 PC			
16gb ram			
SSD hard drive			
4gb video card			
Wireless or wired Ethernet			
Wireless keyboard and mouse			
Web cam			
Surge protector			
Battery back-up			
HD Casters			

SUBTOTAL 27,400.00

SHIPPING 880.00

TOTAL \$28,280.00

Accepted By

Accepted Date



BOARD AGENDA MEMORANDUM

DATE OF MEETING: June 27, 2023

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: John Schaefer, Director of Public Works

Topic: Bid Award/Budget Amendment - Fire Department Front Apron Replacement Project

PURPOSE

Consider a motion awarding the Fire Department Front Apron Replacement Project to Strada Construction Co. of Addison, IL. The project will consist of removing and replacing the entire east side front concrete apron, as well as the concrete curb and sidewalk along Dixie Highway at this location. A budget amendment request will also need to be considered to allocate American Rescue Plan Act (APRA) funds to cover the cost of the front apron replacement project.

PROCESS

The Public Works Engineering Division completed detailed bid documents, which included plans and specifications. After proper advertising, three (3) bids were opened and read aloud at Public Works on June 16, 2023. The results are shown for the three (3) bidders on the attached bid tabulation.

OUTCOME

Of the three (3) bids received, opened and read aloud, Strada Construction Co. submitted the lowest bid in the amount of \$94,572. The total amount of ARPA funds allocated to this project were \$78,000. The lowest bid is higher than the allocated amount by \$16,572. Concrete prices over the last six months have seen a dramatic increase, which is the reason for the higher cost, and something we have no control over.

Staff is recommending to reallocating funds from other ARPA funded projects to cover the \$16,572 difference between the lowest bid received and the original allocated amount for the apron replacement. Of that difference, \$6,450 can be reallocated from the Fire Department's Second Set of Turnout Gear project as the final cost came under the original allocation by that amount. The remaining \$10,122 can be reallocated from either one or a combination of ARPA projects that can be completed at an amount less than originally estimated. The Fire Department front apron is in very poor condition and has been on the capital improvement list for a number of years.

Delaying this project until next year's budget/capital cycle was considered, but there was not a guarantee that concrete and construction material prices would be adjusted down by the next budget/capital cycle. In addition, the project is utilizing a "one-time" funding source (ARPA), and the \$16,572 gap can be filled using funding that should not impact other ARPA projects.



Staff recommends the project be awarded to Strada Construction Co. for having the lowest bid. They are a regional firm with an established record of satisfactory performance on similar projects. Staff is confident that Strada is capable of completing the work in a manner consistent with the plans and specifications.

FINANCIAL IMPACT

- **Funding Source:** ARPA Funding
- **Budgeted Amount:** \$0
- **ARPA Allocation:** \$78,000
- **Additional ARPA Allocation:** \$16,572
- **Cost:** \$94,572.00

LEGAL REVIEW

Not Required

RECOMMENDED BOARD ACTION

Staff recommends approving a budget amendment allocating \$94,572.00 of ARPA funds for this project, and award the Fire Department Front Apron Replacement Project to Strada Construction Co. of Addison, IL for a contract amount of \$94,572.00.

ATTACHMENT(S)

Bid Tabulation

PUBLIC WORKS DEPARTMENT
17755 Ashland Avenue, Homewood, IL 60430
2023 FIRE DEPARTMENT FRONT APRON REPLACEMENT
SECTION NO.: 23-01 PW



Fire Dept. Apron Replacement
Bid # 23-01PW

BID TABULATION SHEET

ITEM NO	DESCRIPTION	UNIT	ENGINEER'S ESTIMATE			Strada Construction		Davis Construction		J&J NEWELL	
			CONTRACT QTY	UNIT PRICE	ESTIMATED COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
1	COMBINATION CONCRETE CURB & GUTTER REM, & REPL. (@DIXIE HWY)	LF	97.00	\$40.00	\$3,880.00	\$60.00	\$5,820.00	\$80.00	\$7,760.00	\$100.00	\$9,700.00
2	SIDEWALK REMOVAL AND REPLACEMENT, 8 INCH	SF	436.00	\$11.00	\$4,796.00	\$15.00	\$6,540.00	\$18.00	\$7,848.00	\$20.00	\$8,720.00
3	P.C.C. PUBLIC APRON, 8 INCH, REMOVE AND REPLACE	SY	18.00	\$130.00	\$2,340.00	\$144.00	\$2,592.00	\$180.00	\$3,240.00	\$225.00	\$4,050.00
4	P.C.C. APRON, 8 INCH, REMOVE AND REPLACE	SY	400.00	\$143.00	\$57,200.00	\$180.00	\$72,000.00	\$180.00	\$72,000.00	\$225.00	\$90,000.00
5	BARRIER CURB TO BE REMOVED	LF	20.00	\$8.00	\$160.00	\$10.00	\$200.00	\$15.00	\$300.00	\$10.00	\$200.00
6	BARRIER CURB TO BE REMOVED AND REPLACED	LF	14.00	\$30.00	\$420.00	\$30.00	\$420.00	\$56.00	\$784.00	\$50.00	\$700.00
7	TRAFFIC CONTROL AND PROTECTION, STD. 701801	LS	1.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$12,000.00	\$12,000.00	\$1,000.00	\$1,000.00
8	REM. OF UNSTABLE SOILS AND REPL. WITH CA-1 (3 INCH) CRUSHED LIMESTO	CY	50.00	\$80.00	\$4,000.00	\$90.00	\$4,500.00	\$186.00	\$9,300.00	\$100.00	\$5,000.00
AS-READ BIDDER'S PROPOSAL					\$77,796.00		\$94,572.00		\$113,232.00		\$119,370.00



BOARD AGENDA MEMORANDUM

DATE OF MEETING: June 27, 2023

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: John D. Schaefer, Director of Public Works

Topic: Bid Award – Water Distribution System Leak Survey

PURPOSE

Every drop of clean water is precious. Unfortunately, water is lost through aging infrastructure; specifically, underground leaks in water pipes. Overtime, lost water equals lost revenue for water operations and capital projects. Water is lost through leaks and cracks in pipes and their fittings. Since most water infrastructure is underground, it is virtually impossible to visually determine the location of these leaks unless the leaking water reaches the surface (causing ponding and sink holes, structural damage, buckling pavement, etc.), and the exact location of the leak may be nearly impossible to determine. Leak detection requires special technologies that allow inspectors to precisely determine the location and severity of pipe leaks. Public Works let out to bid for the Water Distribution System Leak Survey Project, per the 2023-2024 Budget.

PROCESS

As part of our water distribution system infrastructure maintenance, and in an effort to reduce water loss, Public Works let out for bid for a Water Distribution System Leak Survey, in which the Village’s 113 miles of water main will be inspected. The awarded vendor will supply a written report on all leaks with their location and estimated water loss to the Village. A computerized leak analysis pinpointing every leak suspected will be confirmed with an electronic leak correlator.

OUTCOME

Public Works publicly opened bids on June 15, 2023. A tabulation of bids received is below.

Vendor	Bid Price
M.E. Simpson Co., Inc.	\$25,425
American Leak Detection	\$37,700
Wachs Water Service	\$101,700

VILLAGE OF HOMEWOOD

Item 10. E.



FINANCIAL IMPACT

- **Funding Source:** CIP - Water/Sewer Fund
- **Budgeted Amount:** \$30,000
- **Cost:** \$25,425

LEGAL REVIEW

Not Required

RECOMMENDED BOARD ACTION

Award a bid to M.E. Simpson Company, Inc. of Valparaiso, IN, the lowest responsible bidder, for the Water Distribution System Leak Survey Project, in an amount not to exceed \$25,425.

ATTACHMENT(S)

None



BOARD AGENDA MEMORANDUM

DATE OF MEETING: June 27, 2023

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Robert Grabowski, Fire Chief

Topic: Fire Department Turnout Gear Purchase/Budget Amendment

PURPOSE

Approve the purchase of 20 sets of turnout gear for all Firefighters/Paramedics including the Fire Chief and Deputy Chief. This would be the second set of gear for all firefighters. There is one member of the fire department that needs to replace a pair of gear pants bring the total number of requested gear pants to be purchased to 21. A budget amendment is required to allocate American Rescue Plan Act (APRA) funds to cover the cost of this second set of turnout gear.

PROCESS

Bunker gear (also known as turnout gear) is the personal protective equipment (PPE) used by firefighters. The term is derived from the fact that the trousers and boots are traditionally kept by the firefighter's bunk at the fire station to be readily available for use. For many years, our firefighters have had only one set of turnout gear. This gear should be cleaned periodically, removing the hazardous debris that collects on the turnout gear during a fire event. Having the second set of gear provides firefighters the ability to wash a set while having a clean set ready to respond to the next incident.

For over 10 years, the Fire Department has purchased gear from Municipal Emergency Services, Inc. of Lombard, IL as they are the sole provider of the National Fire Protection Association (NFPA) approved gear that our gear committee has approved based on our research and test trials.

OUTCOME

The approval and purchase of 20 sets of turnout gear (coats) and 21 sets of turnout gear (pants) will provide a critical and necessary second set of gear per NFPA recommendation for all firefighters.

FINANCIAL IMPACT

- **Funding Source:** ARPA Funding
- **Budgeted Amount:** \$0
- **ARPA Allocated Amount:** \$80,000
- **Cost:** \$73,550.00



LEGAL REVIEW

Not Required

RECOMMENDED BOARD ACTION

Approve a budget amendment allocating \$73,550 of ARPA funds, waive competitive bidding due to a sole source provider; and, approve the purchase of 20 sets of turnout gear coats and 21 sets of turnout gear pants from Municipal Emergency Services, Inc. of Lombard, IL in an amount not to exceed \$73,550.

ATTACHMENT(S)

Quote from MES Inc.



(877) 637-3473

Sales Order

Item 10. F.

Order # SO1710219
Date 03/31/2023
Terms Net 30
PO # KEVIN WAKE
Sales Rep Barma, Robert J
Shipping Method FedEx Ground
Ship Complete Yes
Customer HOMEWOOD FD (IL)
Customer # C40895

Bill To

D/C STEVE DEJONG
 HOMEWOOD FIRE DEPARTMENT
 17950 DIXIE HWY
 HOMEWOOD IL 60430
 United States

Ship To

D/C STEVE DEJONG
 HOMEWOOD FD
 17950 DIXIE HWY
 HOMEWOOD IL 60430
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
HFRP Tail Coat	LTO 8913		LTO 8913 HFRP Tail Coat HONEYWELL TAILS COAT-ADVANCE SOFT WITH FREEFAS-BLACK-SYNERGY II 2 LAYER- CROSSTECH BLACK-BRILLIANCE TRIM-HOOK AND DEE CLOSURE -PER FIRE DEPT SPECS- ILHOME00079	20	\$1,945.00	\$38,900.00
HFRP Tail Pant	LTO8913		LTO8913 HFRP Tail Pant HONEYWELL TAILS PANT-ADVANCE SOFT-BLACK- SYNERGY II 2 LAYER-CROSSTECH BLACK- BRILLIANCE TRIM-SPIDER HARNESS-PER FIRE DEPT SPECS ILHOME00080	21	\$1,650.00	\$34,650.00

Subtotal \$73,550.00
Shipping Cost \$0.00
Tax Total \$0.00
Total \$73,550.00

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee. Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



SO1710219



BOARD AGENDA MEMORANDUM

DATE OF MEETING: June 27, 2023

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: John Schaefer, Director of Public Works

Topic: Bid Award Recommendation, 2023 Water/Sewer Capital Improvement Program for Marlin Lane & Marlin Court Water Main and Storm Sewer Improvements, Bid No. 23-05 PW

PURPOSE

Consider a motion awarding the bid for Marlin Lane & Marlin Court Water Main and Storm Sewer Improvements to M&J Underground Inc. of Monee, IL. The project is part of the Village's 2023 Water/Sewer Capital Improvement Program. consists of installing new water main on Marlin Lane between Dolphin Lake Drive and Debra Lane and on Marlin Court between Cherrywood Lane and Marlin Lane. New storm sewer will also be installed on Marlin Lane between Marlin Court and Debra Lane to mitigate the standing stormwater issue within the roadway at the intersection of Marlin Lane and Marlin Court.

This project was initially bid in October of 2022. Unfortunately, all of the returned bids were well over the Village's budgeted amount of \$490k. The board voted to reject all bids and rebid the project again in 2023.

PROCESS

The Public Works Engineering Division completed detailed bid documents which were then approved by the Illinois Environmental Protection Agency. After proper advertising, three (3) bids were opened and read aloud at Public Works on June 15, 2023. The results are shown for the three (3) bidders on the attached bid tabulation. Option 1 on the bid tabulation was for installing ductile iron water main pipe by the open-cut method, Option 2 was for installing PVC water main pipe by the directional bore method and option 3 was for installation of PVC water main pipe by the open-cut method.

OUTCOME

M&J Underground, Inc. submitted the lowest bid in the amount of \$675,138.81 for Option 2 of the three (3) bids opened and read aloud. The Village budgeted \$700,000 to complete this project. Staff recommends M&J Underground, Inc. for the contract as they are a regional firm that has established a record of satisfactory performance on similar projects and are prequalified to perform work of this nature. We believe they are capable of performing the contract work in a manner that is consistent with the plans and specifications.



FINANCIAL IMPACT

- **Funding Source:** Capital - Water/Sewer Fund
- **Budgeted Amount:** \$700,000.00
- **Lowest Bid Submission:** \$675,138.81

LEGAL REVIEW

Not Required

RECOMMENDED BOARD ACTION

Staff recommends awarding Bid No. 23-05 PW for the Marlin Lane & Marlin Court Water Main and Storm Sewer Improvements, to M&J Underground, Inc. of Monee, IL for a contract amount of \$675,138.81.

ATTACHMENT(S)

Bid Tabulation

Village of Homewood - Bid Tabulation Sheet

Project: 2023 Marlin Lane and Court Water Main & Storm Sewer Improvements
 Bid Number: 23-05
 Bid Opening Date: June 15, 2023
 Bid Opening Time: 10:00 am
 Bid Award: June 27th, 2023
 Persons Attending Bid Opening: Hankey, Schaefer, McAneney,Massi, Zukowski

Bidders Name	Total Amount of Bid	Notes
1 M&J Underground Inc.	\$703,098.43	Total Option 1
	\$675,138.81	Total Option 2
	\$686,050.54	Total Option 3
2 Spiess Construction Inc.	\$922,530.09	Total Option 1
	No Bid	Total Option 2
	\$905,127.50	Total Option 3
3 Airy's Inc.	\$1,027,150.00	Total Option 1
	\$920,000.00	Total Option 2
	\$1,010,000.00	Total Option 3
4		
5		
6		
7		
8		
9		



BOARD AGENDA MEMORANDUM

DATE OF MEETING: June 27, 2023

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: John D. Schaefer, Director of Public Works

Topic: Bid Award – Water Main Parts/Budget Amendment – Lincoln Avenue Water Main Replacement

PURPOSE

Consider a motion awarding bid number 23-03PW to purchase watermain replacement parts for the Lincoln Avenue Water Main Replacement Project to Core & Main of Mokena, IL. A budget amendment is recommended to allocate American Rescue Plan Act (ARPA) funds to cover the cost of the entire Lincoln Avenue Water Main Replacement Project.

PROCESS

The aging infrastructure in Lincoln Avenue area has had numerous repairs over the last few years and requires a comprehensive upgrade. The Public Works Department will engage in a water main replacement project on Lincoln Avenue this year. Public Works crews will construct the project and the materials for the project will be purchased through the bid process. The project consists of replacing approximately 480' of original water main on Lincoln Avenue from 175th Street to Spruce Road. Individual water services will be replaced with copper piping to the new *Buffalo boxes (B-boxes). Two major valves and two fire hydrants will be replaced during the project.

**A Buffalo Box is a waterline shut-off point that sits between the home and the main water line that supplies the residence with water.*

Public Works advertised a material purchase bid to secure a company that is able to provide all of the watermain parts for the upcoming project. Public Works also sent the bid advertisement directly to several potential vendors.

The Village budgeted \$137,000 for the project. In addition to the watermain material purchase, other project costs include equipment rental - including excavation equipment, asphalt work, stone purchase and restoration costs. Although a majority of the labor is being performed by Public Works Staff, we cautiously anticipate an overall budget savings for this project. Unfortunately, with the volatile cost of construction materials, staff recommends allocating the full \$137,000 to the project. As an FYI, we are seeing some longer lead times for the delivery of all construction materials including copper, steel, and PVC piping.



OUTCOME

Bids for materials were publicly opened and read on June 14th. A tabulation of the bids is listed below.

Vendor	Total Bid Price
Core & Main	\$29,078.60
Ziebell	\$29,917.50

FINANCIAL IMPACT

- **Funding Source:** ARPA Funding
- **Budgeted Amount:** \$0
- **ARPA Allocation:** \$137,000
- **Cost:** \$29,078.60

LEGAL REVIEW Not Required

RECOMMENDED BOARD ACTION

Staff recommends approving a budget amendment allocating \$137,000 of ARPA funds for the Lincoln Avenue Water Main Replacement project, and award the material purchase contract to Core & Main of Mokena, IL the lowest bidder to purchase water main parts at the unit prices listed in the attached bid tabulation for an amount not to exceed \$29,078.60.

ATTACHMENT(S)

Detailed Bid Tabulation

**Bid Tabulation
Water Main Parts**

Bid No. 23-

Item 10. H.

Core & Main

Ziebell

ITEM NO	DESCRIPTION	UNIT	Qty	UNIT PRICE	COST	UNIT PRICE	COST
1	16" CASING PIPE FOR WATER MAIN	LF	100.0	\$55.00	\$5,500.00	\$58.50	\$5,850.00
2	6" C900 PVC WATER MAIN	LF	40.0	\$12.52	\$500.80	\$13.50	\$540.00
3	8" C900 PVC WATER MAIN	LF	480.0	\$22.71	\$10,900.80	\$23.00	\$11,040.00
4	8" MUELLER GATE VALVE W/BOX	EA	2.0	\$1,400.00	\$2,800.00	\$1,640.00	\$3,280.00
5	D.I.W.M. 8" X 6" REDUCER W/MEGA LUG FITTINGS FOR PVC	EA	3.0	\$290.00	\$870.00	\$320.00	\$960.00
6	D.I.W.M. 6" X 6" X 6" CUT-IN TEE W/FITTINGS MEGA LUG PVC	EA	2.0	\$717.00	\$1,434.00	\$450.00	\$900.00
7	D.I.W.M. 8" X 8" X 8" CUT-IN TEE W/FITTINGS MEGA LUG PVC	EA	1.0	\$928.00	\$928.00	\$620.00	\$620.00
8	D.I.W.M. 8" X 8" X 6" TEE W/FITTINGS MEGA LUG PVC	EA	2.0	\$504.00	\$1,008.00	\$545.00	\$1,090.00
9	D.I.W.M. 8" X 8" X 8" TEE W/FITTINGS MEGA LUG PVC	EA	1.0	\$579.00	\$579.00	\$620.00	\$620.00
10	D.I.W.M. 8" - 11.25° BEND W/FITTINGS MEGA LUG PVC	EA	2.0	\$323.00	\$646.00	\$360.00	\$720.00
11	D.I.W.M. 8" - 45.00° BEND W/FITTINGS MEGA LUG PVC	EA	5.0	\$325.00	\$1,625.00	\$365.00	\$1,825.00
12	CAP & 6" D.I.W.M. W/FITTINGS MEGA LUG	EA	2.0	\$130.00	\$260.00	\$155.00	\$310.00
13	1" TYPE-K COPPER	LF	100.0	\$7.37	\$737.00	\$8.50	\$850.00
14	MUELLER 1-10300 2" TAPPED CURB BOX	EA	5.0	\$47.00	\$235.00	\$49.50	\$247.50
15	MUELLER 1" H-10287 CURB VALVE	EA	5.0	\$132.00	\$660.00	\$135.00	\$675.00
16	MUELLER 1X3/4 COMPRESSION COUPLINGS H-15403	EA	5.0	\$29.00	\$145.00	\$28.00	\$140.00
17	MUELLER 1" COMPRESSION X MIP H-15428	EA	10.0	\$25.00	\$250.00	\$25.00	\$250.00
TOTAL COST:					\$29,078.60		\$29,917.50

All items made in USA



BOARD AGENDA MEMORANDUM

DATE OF MEETING: June 27, 2023

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Angela Mesaros, Director of Economic and Community Development

Topic: Zoning Variance to Construct a Parking Pad – 17915 Riedle Court

PURPOSE

The applicant, Chris Kalvig, owner of the property at 17915 Riedle Court, wishes to construct a parking pad in front of his house. The property has a narrow driveway – 7.7 feet wide – leading to a rear detached garage. The narrow width of the driveway, inability to turn around, and limited on-street parking together present a challenge to the homeowner’s use of his property. To provide more flexibility for loading/unloading the car and guest parking, the applicant requests to locate a parking pad in the front yard. Per the newly adopted Zoning Ordinance, this is permitted. However, the parking pad would add impervious lot coverage to conditions that already exceed the maximum allowed for an R-1 single-family zoning lot and the geometry of the proposed parking pad exceeds the maximum dimensions permitted in the ordinance. Therefore, Mr. Kalvig has submitted applications for (1) variance to exceed Maximum Impervious Lot Coverage, and (2) variance to exceed Maximum Dimensions of a parking pad.

Lot Coverage

The subject property, 17915 Riedle Court, is a single-family dwelling with a detached garage. The property is 7,500 square feet. The existing house and impervious surfaces (driveway, walkway, deck, and garage) currently total 3,588 square feet or 48% impervious lot coverage. The maximum allowable impervious lot coverage within the R-1 district is 40%. The property does not conform to the minimum lot width, lot area, or lot coverage requirements of the R-1 zoning district. The impervious lot coverage is greater due to the detached garage. The added distance to access the garage increases the lot coverage. The applicant requests a parking pad measuring approximately 270 sf. This would increase the impervious lot coverage by 3% for a total of 51% lot coverage, exceeding the zoning district maximum by 11%.

One of the primary concerns that lot coverage limitations address is increased stormwater runoff. The property owner currently uses rain barrels to capture and store rainwater from the house and garage. Rain barrels are considered a “Best Management Practice” (BMP) for reducing the potential negative impacts of stormwater. This is a strategy employed by other communities to mitigate the potential negative effects of increased lot coverage for residences. It is a small-scale intervention of the on-site stormwater detention required for larger developments.



Parking Pad Dimensions

The updates to the Zoning Ordinance, adopted January 10, 2023, include provisions for a parking pad as-of-right when conforming to the regulations of Section 44-05-05.E. The applicant proposes a parking pad that is 32 feet in total length. The parking area would be 17 feet long; with an additional 15 feet that would taper to allow a vehicle to maneuver into this space from the pad to the driveway.

As the ordinance is written, the maximum length for a parking pad is 20 feet. A typical parking space is 9 feet wide by 18 feet long, therefore, a parking pad of 20 feet would not be long enough to accommodate an 18 feet length plus a 7-foot taper. The code allows a parking pad in the front yard, however, the limitations on the length do not adequately fit the applicant's situation. Therefore, the applicant requests a variance from the maximum dimensions to construct the parking pad as proposed on his drawings.

PROCESS

On October 31, 2022, Mr. Kavlig's contractor applied for a building permit to construct a parking pad in the front yard at 17915 Riedle Court. The permit was denied because the proposed parking pad exceeded the allowed lot coverage for the property. Staff communicated this to the applicant, Chris Kalvig, and explained the option of a variance. The applicant did not have time to obtain a variance and complete the work before the November 30th cut-off for new concrete. Additionally, the Planning and Zoning Commission was in the process of reviewing and discussing the new zoning ordinance. With this in consideration, the applicant decided to check back after the New Year to evaluate his request under the new ordinance.

In March 2023, the applicant initially and informally requested a zoning map amendment to reclassify the property to R-2 Single Family Residential. Staff advised the applicant that rezoning exclusively his property would not meet the criteria for a Map Amendment and could result in "spot zoning," a tool no longer deemed legally judicious.

Mr. Kalvig's property is zoned R-1 in the recently updated zoning ordinance and map. Based upon his request, Staff identified a limited number of properties near Mr. Kalvig's property with similar characteristics that closely conform to the R-2 zoning district. Staff initiated a request for a zoning amendment that included the subject property with other properties within the area. The Planning & Zoning Commission considered the staff's rezoning request on May 11, 2023, but voted 3-2 to recommend denial. Based upon the Commission's recommendation, staff withdrew the rezoning request and advised Mr. Kalvig to pursue the variance requests for his property. Mr. Kalvig has requested two variances from the Zoning Code: (1) exceed the Maximum Impervious Lot Coverage and (2) exceed the Maximum Dimensions of a parking pad.



At its regular meeting on June 8, 2023, the Homewood Planning & Zoning Commission reviewed the requests for variation for the parking pad. With all seven members present, the Commission voted unanimously to recommend approval of the variance request.

OUTCOME

After consideration of public testimony, the following Findings of Fact (as proposed or amended) by the standards set forth in Section 2.16 may be entered into the record:

1. The subject property is a 7,500 sf residential lot located at 17915 Riedle Court, in the R-1 Single Family Residences Zoning District.
2. The property in its existing conditions exceeds the maximum allowed impervious lot coverage (40%) by 8%. The proposed variance would increase impervious lot coverage by 3% to a total of 51%.
3. The parking pad will not: alter the character of the neighborhood; injure nor diminish the value of adjacent properties; or impair public health, safety, or welfare.

FINANCIAL IMPACT

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

LEGAL REVIEW

Completed

RECOMMENDED BOARD ACTION

Pass an ordinance granting a variance for 17915 Riedle Court to allow impervious lot coverage up to 51% and to allow a parking pad of the dimensions shown on the plan submitted and on application by Chris Kalvig in the R-1 single-family residential zoning district.

ATTACHMENT(S)

Ordinance granting zoning variation

ORDINANCE NO. M - 2256

**AN ORDINANCE GRANTING A VARIANCE TO ALLOW A PARKING PAD
AT 17915 RIEDLE COURT, HOMEWOOD, COOK COUNTY, ILLINOIS**

WHEREAS, 65 ILCS 5/11-13-1 *et seq.* authorizes municipalities under 500,000 population to determine and vary the application of their zoning regulations relating to the use of land; and

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

WHEREAS, Chris Kalvig is the property owner, of a detached dwelling unit in the R-1 Single Family Residence Zoning District who proposes to construct a 270-sf parking pad in his front yard; and

WHEREAS, the maximum impervious lot coverage allowed in the R-1 zoning district is forty percent (40%); and

WHEREAS, the subject property currently has forty-eight percent (48%) lot coverage and is a legal non-conforming use since it existed prior to the recent update to the zoning ordinance and map; and

WHEREAS, the proposed parking pad will increase the lot coverage by three percent (3%) and will exceed the maximum dimensions for a parking pad; and

WHEREAS, the Homewood Planning and Zoning Commission reviewed and considered the request at its regular meeting on June 8, 2023, and voted unanimously (7-0) to recommend approval of the requested variances; and

WHEREAS, the President and Board of Trustees of the Village of Homewood, Cook County, Illinois deem it appropriate and are willing to grant the requested variances, 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 a 7,500 sf residential lot located at 17915 Riedle Court, in the R-1 Single Family Residences Zoning District.
- 2. The property in its existing conditions exceeds the maximum allowed impervious lot coverage (40%) by 8%. The proposed variance would increase impervious lot coverage by 3% to a total of 51%.
- 3. The parking pad will not: alter the character of the neighborhood; injure nor diminish the value of adjacent properties; or impair the public health, safety, or welfare.

SECTION THREE - LEGAL DESCRIPTION:

The subject property is legally described as follows:

Lot 9 (except the North 50 feet thereof and except the South 50 feet thereof), Lot 10 (except the North 50 feet thereof and except the South 50 feet thereof), Lot 11 (except the North 50 feet thereof and except the South 50 feet thereof) in Block "J" in the Village of Hartford, according to map thereof recorded in Book 49 of Maps, Page 99, Section 31, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 29-31-302-018-0000

Common Address: 17915 Riedle Court
Homewood, IL 60430

SECTION FOUR – GRANTING OF VARIANCE:

The following variances are hereby granted to the petitioner:

A variance from Table 44-03-01 of the Homewood Zoning Ordinance to exceed the Maximum Impervious Surface Coverage by an additional three percent (3%) to allow construction of a parking pad in the front yard of the subject property; and

A variance from Section 44-05-05.E of the Homewood Zoning Ordinance to exceed the Maximum Dimensions of a Parking Pad to allow construction of a 20-foot-long parking pad and seven (7) foot taper.

SECTION FIVE – 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 June 8, 2023, as they relate to the subject zoning.

The Homewood Village Board minutes of June 27, 2023, as they relate to this ordinance.

SECTION SIX – 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 27th day of June 2023.

Village President

Village Clerk

YEAS: _____ NAYS: _____ ABSTENTIONS: _____ ABSENCES: _____



BOARD AGENDA MEMORANDUM

DATE OF MEETING: June 27, 2023

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Angela Mesaros, Director of Economic and Community Development

Topic: Purchase Option, Purchase Contract, and Letter of Intent – 1313 & 1351 175th Street

PURPOSE

John LaRoy is the owner and CEO of Apparel Redefined, a custom-decorated apparel screen printing & monogramming company founded in 1970 that currently operates out of a facility in Crestwood, IL. Apparel Redefined is a leading nationwide supplier of custom silk screening and embroidery products across the country. Apparel Redefined specializes in highly customized athletic apparel. The company has outgrown its current location. It employs 60 people and plans to more than double the size once its relocation and expansion are complete.

Mr. La Roy has an interest in the purchase and redevelopment of property on 175th Street. This includes two properties (approximately 6 acres): (1) 1351 175th Street is a four-acre vacant land, which is owned by the Village; and (2) 1313 175th Street, an office building directly to the east of the village's four-acre site that is currently on the market for sale. The Village is in the process of negotiating the purchase of 1313 175th and will sell the properties to Apparel Redefined. Both properties are located within the Northeast Tax Increment Financing District. Acquisition of the properties – purchase (from the current owner) and sale (to Apparel Redefined) are eligible expenses for TIF reimbursement.

The Village Board action includes (1) a Purchase option on 1313 175th Street; (2) a Contract to purchase 1313 175th Street; and (3) a Letter of Intent with Apparel Redefined for 1313 & 1351 175th Street.

PROCESS

In 1992, the Village purchased 178 acres of land along 175th Street (the Prairie Lakes Business Park) in the Washington Park Tax Increment Financing (TIF) District. (The TIF expired in 2009/2010.) In 1996, the Village of Homewood completed infrastructure improvements to promote the development of 41 of the 178 acres. The subject property, a four-acre parcel, is the only remaining parcel in the Prairie Lakes Business Park PUD. The Village has tried for many years to market the property for development with no success.



The owner of Apparel Redefined contacted the Village staff in June 2022, seeking available space for the relocation and expansion of its offices and production facility. Homewood was one of several communities under consideration for relocation by the company. Village staff met with the owner, toured the existing company, and sent a proposal for the redevelopment of the village's four-acre site.

During this process, Mr. LaRoy indicated a need for two additional acres of land (a total of 6 acres). The office building at 1313 175th Street, directly to the east of the village's four-acre site, is currently on the market for sale. The Village offered to purchase the property at 1313 175th and transfer both properties to Apparel Redefined. The office building would be used for company offices and meeting rooms; and the village's four acres would be the site of the new production facility (machinery, printers, presses, etc.).

Apparel Redefined has begun its due diligence on the Village's four-acre site including environmental evaluation, financial analysis, and negotiation of terms with the village. The lease for their current location expires at the end of September 2023. The Village wishes to enter a contract to purchase to prevent the 1313 175th building from being sold to another buyer while Apparel Redefined completes its due diligence. The contract will include an option for purchase on the 1313 building to protect against expending funds on the purchase without a guarantee of sale to the developer.

The Village Attorney has prepared a purchase option and contract for the 1313 175th Street building to be approved by the Village Board with the following key points:

- Purchase price \$400,000 cash, which is a TIF-eligible expense
- Non-refundable option payment of \$25,000 by the Village. Ten Thousand Dollars (\$10,000.00) of the Option Fee shall be credited towards the Purchase Price if the Buyer exercises the option and completes the purchase. If the Village does not buy the property, the Seller keeps the \$25,000.
- Village must notify Seller it will proceed on October 25, 2023, and close by November 30, 2023.
- Seller must have no leases or tenancies that terminate later than November 30, 2023.
- Seller to provide ALTA survey at closing.
- Seller to provide the developer reasonable access to the building during the option period to inspect for potential repairs.
- Seller to re-prorate property taxes after closing.

Apparel Redefined and the Village of Homewood have prepared a letter of intent to be approved by the Village Board with the following terms of the agreement:



1. Apparel Redefined will purchase and redevelop the properties at 1313 175th Street and 1351 175th Street from the Village for \$2.
2. Apparel Redefined will construct a manufacturing facility on 1351 175th Street and occupy 1313 175th Street as its corporate headquarters.
3. Apparel Redefined has 60 days to perform due diligence.
4. Apparel Redefined will have 90 days after the due diligence period to secure all zoning approvals.
5. The Village would not market or negotiate with other parties during this term of the Contract.
6. Apparel Redefined would be given access to the property.
7. Apparel Redefined and the Village will enter into a redevelopment agreement (RDA) for the sale and redevelopment of the Property.
8. No money is required upfront from the developer, but if the developer decides not to develop the property, they are responsible for their due diligence costs.

Once the letter of intent is finalized, the Village and Apparel Redefined will negotiate a redevelopment agreement and the developer will complete the zoning entitlement process for a planned unit development. Both require approval by the Village Board at a future meeting.

OUTCOME

The sale of the property will result in the redevelopment of a vacant parcel. The redevelopment of both properties is expected to generate a TIF increment, which would be used to provide incentives to the developer, reimbursed over the remaining 15 years of the TIF. The benefit of such a development is that it would return an underutilized property to productive use and strengthen and enhance the Village's tax base.

The long-term benefits of this development project are the following:

- Development and return to the tax rolls of a Village-owned property that has been vacant for over 31 years.
- The project complies with the Village's plan and established zoning for the area: light manufacturing, assembly, and office buildings.
- The proposed addition of an assembly and distribution development on previously vacant land increases the Village's overall Equalized Assessed Valuation (EAV).
- The proposed development would bring an established, growing business to Homewood that would provide sustainable wage employment and potential for future job creation.



FINANCIAL IMPACT

- **Funding Source:** Northeast Tax Increment Financing District. The Northeast TIF currently has \$2.1 million in funds with no pending obligations. The Northeast TIF generates approximately \$1 million in TIF increment per year.
- **Budgeted Amount:** \$0
- **Budget Amendment:** \$425,000 to the Northeast TIF Fund
- **Cost:** \$425,000

LEGAL REVIEW

Completed

RECOMMENDED BOARD ACTION

Approve a budget amendment of \$425,000 in the Northeast TIF Fund; and approve the option to purchase, contract to purchase, and Letter of Intent for the redevelopment of vacant land at 1351 175th Street and an office building at 1313 175th Street for the operation of an assembly and production facility for Apparel Redefined.

ATTACHMENT(S)

- Option to Purchase, 1313 175th Street
- Contract to purchase, 1313 175th Street
- Letter of Intent, 1313 & 1351 175th Street

**Option to Purchase Real Estate
1313 175th Street, Homewood, Illinois**

This Option to Purchase Commercial Real Estate Agreement (“Agreement”) is entered into on _____, 2023 (the “Effective Date”) between:

Huey Plaza LLC, an Illinois limited liability company with a principal place of business at 1313 175th Street, Homewood, Illinois (“Seller”), and

Village of Homewood, an Illinois municipal corporation with a principal place of business at 2020 Chestnut Road, Homewood, Illinois (“Buyer” or “Village”).

WHEREAS, Seller is the legal owner of commercial real estate property at 1313 175th Street, Homewood, Illinois (“Property”), described in Exhibit A attached; and

WHEREAS, Buyer desires to obtain an exclusive option to purchase the Property, subject to the terms of this Agreement, to facilitate economic development of this parcel and the adjoining vacant parcel immediately west of the Property.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree:

Grant of Option:

Seller hereby grants to Buyer an exclusive option to purchase the Property beginning on the Effective Date and ending on October 25, 2023 (the “Option Period”) upon the terms of the attached Commercial Sales Contract attached as Exhibit B. During the option period, Seller shall not entertain any offers and shall not negotiate with any other party regarding the sale of the Property.

Exercise of Option:

Buyer may exercise the option to purchase the Property by submitting to Seller by October 25, 2023 (the “Exercise Date”) a copy of the attached Commercial Sales Contract signed by an authorized representative of the Village.

Purchase Price and Terms:

The purchase price for the Property shall be Four Hundred Thousand Dollars (\$400,000.00) (the “Purchase Price”).

Option Consideration:

In consideration for the grant of this option, Buyer shall pay Seller a non-refundable option fee of Twenty-Five Thousand Dollars (\$25,000.00) (the “Option Fee”).

upon execution of this Agreement. Ten Thousand Dollars (\$10,000.00) of the Option Fee shall be credited towards the Purchase Price if Buyer exercises the option and completes the purchase.

Seller's Representations and Warranties:

Seller represents and warrants that it has good and marketable title to the Property, free and clear of any liens, encumbrances, or claims and that there are no leases or tenancies that terminate later than November 30, 2023. Within fourteen (14) days after execution of this Agreement, Seller shall provide Buyer with all relevant documents and information pertaining to the Property, including but not limited to survey reports, and environmental assessments.

Access to Property During Option Period:

Seller acknowledges that the Village is interested in acquiring this property so it can be consolidated with adjoining vacant land and sold to Apparel Redefined under terms of a yet to be negotiated redevelopment agreement between that company and the Village. During the Option Period, Seller agrees to allow reasonable access to the Property by employees, agents, and contractors hired by Apparel Redefined to assess the condition of the building and determine what repairs to the Property must be undertaken by Apparel Redefined after closing, provided that the same does not interfere with Seller's normal business operations.

Closing:

Closing on the purchase shall occur no later than November 30, 2023.

Termination:

If Buyer fails to exercise the option within the option period or fails to meet the agreed-upon terms, this Agreement shall terminate, and the Option Fee shall be retained by Seller as liquidated damages.

Governing Law and Jurisdiction:

This Agreement shall be governed under the laws of the State of Illinois. Jurisdiction regarding any dispute in connection with this Agreement shall be in the Circuit Court of Cook County, Illinois.

Entire Agreement:

This Agreement is the entire understanding between the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, or representations, whether written or oral.

IN WITNESS WHEREOF, the parties have executed this Option to Purchase Commercial Real Estate Agreement as of the Effective Date.

BUYER

Village of Homewood

By: _____
Richard A. Hofeld
Village President

SELLER

Huey Plaza LLC

By: _____
Name: _____
Title: _____

Exhibit A - Legal Description

Lot 1 in Industrial Subdivision Unit Number 2, being a subdivision in the Northwest 1/4 of Section 32, Township 36 North, Range, 14 East of the Third Principal Meridian, according to the plat thereof recorded April 28, 1962 as document number 26 214 942 in Cook, County, Illinois.

PIN: 29-32-101-047-0000

Common address: 1313 175th Street, Homewood, Illinois 60430

Exhibit B - Commercial Sales Contract



**MAINSTREET ORGANIZATION OF REALTORS®
COMMERCIAL SALES CONTRACT**

Item 11. A.
LOCAL HOUSING OPPORTUNITY

1 FROM: (Buyer) Village of Homewood
2
3 TO: (Seller) Huey Plaza LLC (Name) DATE: _____
4 (Name)

5 OFFER OF BUYER: I/We (Buyer) offer to purchase the Real Estate known as:
6 1313 175th Street Homewood Cook Illinois 60430
7 *Street City County State Zip*

8 lot size approximately _____, Permanent Index No.: 29-32-101-047-0000, together with
9 improvements thereon.

0 **INCLUSIONS:** The following shall be included: fixtures, equipment, appliances, security systems (owned) and personal property, if any, located
1 on the Real Estate of the date hereof, for which a bill of sale will be given: screens, storm windows and doors; shades, window blinds; radiator
2 covers; heating, central cooling, ventilating, lighting and plumbing fixtures; attached mirrors, shelving, interior shutters, cabinets and awnings;
3 planted vegetation; smoke detectors; as well as the following specific items:
4 _____
5 _____

6 **EXCLUSIONS:** The following shall be excluded: all tenant owned personal property, tenant owned trade fixtures, and:
7 _____
8 _____

9 Any personal property not specifically included shall be deemed excluded. A system or item shall be deemed to be in operating condition if it
10 performs the function for which it is intended, regardless of age, and does not constitute a threat to health or safety.

11 1. **PURCHASE PRICE:** Purchase Price of \$ 400,000.00 shall be paid as follows: Initial Earnest Money of
12 \$ 10,000.00* shall be tendered to Escrowee on or before _____ day(s) after Date of Acceptance. ~~Additional Earnest Money of~~
13 \$ _____ shall be tendered by _____, 20_____. Earnest Money shall be held in trust for the mutual benefit of the Parties by
14 ~~[check one] Seller's Brokerage, Buyer's Brokerage, As otherwise agreed by the Parties, as "Escrowee".~~

15 The balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing in the form of good funds by wire transfer of funds, or by
16 Certified, Cashier's, Mortgagee Lender's or title company's check (provided that the title company's check is guaranteed by a licensed title insurance
17 company).

18 2. **CLOSING:** Provided title conforms with this contract or has been accepted by Buyer, closing or escrow payout shall be on
19 November 30, 2023, by conveyance by stamped recordable warranty deed (or other appropriate deed if title is in
20 trust or in an estate) and payment of purchase price. Title shall be conveyed at the time required by this contract subject only to: general Real Estate
21 taxes not due and payable at the time of Closing; building lines and building restrictions of record; zoning and building laws and ordinances; public
22 and utility easements; covenants and restrictions of record; party wall rights and agreements, if any; existing leases or tenancies; the mortgage or trust
23 deed if any, that may be assumed by Buyer as part of this transaction. However, Special Assessments, if any, for improvements not yet completed
24 shall be paid by Seller at closing. This sale shall be closed at office of title insurance company or Seller's attorney's office as agreed or in escrow
25 with the title company issuing the title commitment by deed and money escrow fee to be divided between Seller and Buyer. Seller and/or Buyer will
26 pay their respective brokers' commissions as provided in their respective representation agreements or contracts and shall provide waiver of Brokers'
27 liens at closing.
Cash purchase - see paragraph 28.a)

28 ~~3. **FINANCING:** If this transaction is NOT CONTINGENT ON FINANCING, Optional Paragraph 28 a) OR Paragraph 28 b) MUST BE
29 USED. If any portion of Paragraph 28 is used, the provisions of this Paragraph 3 are NOT APPLICABLE. This contract is contingent upon the
30 ability of Buyer to secure within _____ days of the Date of Acceptance, a firm written commitment for a loan evidenced by a note to be
31 secured by a mortgage or trust deed on the Real Estate in the amount of \$ _____, or such lesser amount as Buyer shall
32 accept, with a fixed or initial interest rate (delete one) not to exceed _____%, said loan to be amortized over a minimum of _____ years,
33 with a loan service charge not to exceed _____%. Seller and Buyer shall execute all documents and provide all information so that Buyer's
34 lender can issue its commitment and close the transaction. If Buyer makes a good faith effort but is unable to obtain a commitment for the mortgage
35 loan contemplated herein, Buyer shall so notify Seller in writing within the time specified in this Paragraph. IF SELLER IS NOT SO NOTIFIED
36 WITHIN SUCH TIME PERIOD, BUYER SHALL FOR ALL PURPOSES BE DEEMED TO HAVE SECURED SUCH COMMITMENT OR TO
37 HAVE AGREED TO PURCHASE THE REAL ESTATE WITHOUT MORTGAGE FINANCING OR BASED UPON THE MORTGAGE
38 COMMITMENT ACTUALLY OBTAINED. If Seller is so notified, Seller may, at Seller's option, within 10 business days after Seller's receipt of
39 said notice, elect to accept purchase money financing or to secure a mortgage commitment on behalf of Buyer upon substantially the same terms for
40 the mortgage loan contemplated herein with such other material terms and conditions for comparable loans. If Seller is so notified, Buyer agrees to
41 furnish to Seller all requested credit and financial information and to sign customary papers relating to the application for securing of a mortgage
42 commitment. If Seller is thereafter unable or unwilling to secure such commitment or to accept purchase money financing as herein provided, this
43 contract shall be null and void, and Buyer and Seller shall execute all necessary documents to refund earnest money to Buyer. This Contract shall
44 not be contingent upon the sale and/or closing of any existing real estate.~~

45 4. **PRORATIONS:** Proratable items shall include, without limitation, Real Estate taxes based on 105 % of most recent ascertainable taxes;
46 assignable insurance policies, if requested by Buyer; rents and/or security deposits, if any; Special Service Area tax for the year of closing only;
47 Condominium Association fees, if any; water taxes and other proratable items including flood hazard insurance shall be prorated to date of
48 possession. The Parties hereto agree to ~~re-prorate any unbilled real estate tax bill prior to the date of Closing.~~ execute an agreement at closing
49 to re-prorate 2022 & 2023 taxes.

5. **POSSESSION:** Possession shall be delivered at closing ~~subject to existing leases and tenancies, unless otherwise agreed in writing.~~

Buyer Initial _____ Buyer Initial _____ Seller Initial _____ Seller Initial _____
Address 1313 175th St. Homewood IL 60430
(Page 1 of 5) 6.2017 - © MAINSTREET ORGANIZATION OF REALTORS®

*\$10,000.00 of the Option Fee paid by the Buyer shall be credited against the sale price at closing

~~6. ATTORNEY REVIEW: Within five (5) Business Days after the Date of Acceptance, the attorneys for the respective Parties, by Notice, may:~~

- ~~(a) Approve this Contract; or~~
- ~~(b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price and the earnest money refunded to the buyer upon written direction as required by law; or~~
- ~~(c) Propose modifications except for the Purchase Price. If within ten (10) Business Days after the Date of Acceptance written agreement is not reached by the Parties with respect to resolution of the proposed modifications, then either Party may terminate this Contract by serving Notice, whereupon this Contract shall be null and void and earnest money refunded to the buyer upon written direction as required by law; or~~
- ~~(d) Propose suggested changes to this Contract. If such suggestions are not agreed upon, neither Party may declare this Contract null and void and this Contract shall remain in full force and effect.~~

~~Unless otherwise specified, all Notices shall be deemed made pursuant to Paragraph 6(c). If Notice is not served within the time specified herein, the provisions of this paragraph shall be deemed waived by the Parties and this Contract shall remain in full force and effect.~~

~~7. INSPECTION/ENVIRONMENTAL SITE ASSESSMENT: This contract is contingent upon approval by Buyer of the condition of the Real Estate as evidenced by an inspection/environmental site assessment conducted at Buyer's expense and by contractor(s) selected by Buyer, within 10 business days after Seller's acceptance of this contract. Buyer shall indemnify Seller from and against any loss or damage to the Real Estate caused by the acts or negligence of Buyer or the person performing such inspection. If written notice of Buyer's disapproval is not served within the time specified, this provision shall be deemed waived by the Buyer and this Contract shall remain in full force and effect.~~

~~8. DISCLOSURE: Within five (5) business days after date of acceptance Seller shall provide to the Buyer all information relevant to the condition, use and operation of the Real Estate available to Seller including but not limited to: schedule of operating expenses, existing surveys, title policies and any and all recorded nonconsensual liens. Seller shall prepare, and deliver to Buyer, all documentation for the Real Estate as may be required by applicable disclosure laws in the jurisdiction the property is located. Seller shall also cooperate with Buyer to secure whatever environmental site assessment Buyer or Buyer's lender deems necessary or appropriate.~~

~~9. CONDOMINIUM/Common Interest Associations: (If applicable) The Parties agree that the terms contained in this paragraph which may be contrary to other terms of this Contract, shall supersede any conflicting terms.~~

- ~~(a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions of the Declaration of Condominium/Covenants, Conditions and Restrictions and all amendments; public and utility easements including any easements established by or implied from the Declaration of Condominium/Covenants, Conditions and Restrictions or amendments thereto; party wall rights and agreements; limitations and conditions imposed by the Condominium Property Act; installments due after the date of Closing of general assessments established pursuant to the Declaration of Condominium/Covenants, Conditions and Restrictions.~~
- ~~(b) Seller shall be responsible for all regular assessments due and levied prior to Closing and for all special assessments confirmed prior to the Date of Acceptance.~~
- ~~(c) Buyer has, within five (5) Business Days from the Date of Acceptance, the right to demand from Seller items as stipulated by the Illinois Condominium Property Act, if applicable, and Seller shall diligently apply for same. This Contract is subject to the condition that Seller be able to procure and provide to Buyer, a release or waiver of any option of first refusal or other pre-emptive rights of purchase created by the Declaration of Condominium/Covenants, Conditions and Restrictions within the time established by the Declaration of Condominium/Covenants, Conditions and Restrictions. In the event the Condominium Association requires personal appearance of Buyer and/or additional documentation, Buyer agrees to comply with same.~~
- ~~(d) In the event the documents and information provided by Seller to Buyer disclose that the existing improvements are in violation of existing rules, regulations or other restrictions or that the terms and conditions contained within the documents would unreasonably restrict Buyer's use of the premises or would result in increased financial obligations unacceptable to Buyer in connection with owning the Real Estate, then Buyer may declare this Contract null and void by giving Seller written notice within five (5) Business Days after the receipt of the documents and information required by Subparagraph (c) above, listing those deficiencies which are unacceptable to Buyer. If written notice is not served within the time specified, Buyer shall be deemed to have waived this contingency, and this Contract shall remain in full force and effect.~~
- ~~(e) Seller shall not be obligated to provide a condominium survey.~~
- ~~(f) Seller shall provide a certificate of insurance showing Buyer (and Buyer's mortgagee, if any) as an insured.~~

~~10. SELLER REPRESENTATION: Seller represents that Seller has not received written notice from any Governmental body or Owner Association regarding (a) zoning, building, fire or health code violations that have not been corrected; (b) any pending rezoning; (c) any pending condemnation or eminent domain proceeding; or (d) a proposed or confirmed special assessment and/or Special Service Area affecting the Real Estate. Seller represents, however, that, in the case of a special assessment and/or Special Service Area, the following applies:~~

- ~~1. There [check one] is is not a proposed or pending unconfirmed special assessment affecting the Real Estate not payable by Seller after date of Closing.~~
- ~~2. The Real Estate [check one] is is not located within a Special Service Area, payments for which will not be the obligation of Seller after date of Closing.~~

~~If any of the representations contained herein regarding Owner Association special assessment or Special Service Area are not acceptable to Buyer, Buyer shall have the option to declare this Contract null and void. If written notice of the option to declare this Contract null and void is not given to Seller within ten (10) Business Days after Date of Acceptance or within the term specified in Paragraph 3 (whichever is later), Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect. Seller further represents that Seller has no knowledge of boundary line disputes, easements or claims of easement not shown by the public records or any hazardous waste on the Real Estate or any improvements for which the required permits were not obtained. Seller represents that there have been no improvements to the Real Estate which are not either included in full in the determination of the most recent Real Estate tax assessment. Notwithstanding anything to the contrary contained in this contract, Seller represents that to the best of Seller's knowledge, all heating, central cooling, ventilating, electrical and plumbing fixtures and systems on the Real Estate and all equipment to be transferred to Buyer pursuant to this contract are in working order and will be so at the time of closing.~~

~~Seller represents that, to the best of Seller's knowledge, there are not now, nor have there been, any underground storage tanks located on the Property and no chemicals or toxic waste have been stored or disposed of on the Property, except for: none~~

Buyer Initial _____ Buyer Initial _____ Seller Initial _____ Seller Initial _____
 Address 1313 175th St. Homewood IL 60430

none

Item 11. A.

Property has not been cited for any violation of any Federal, State, County or local environmental law, ordinance or regulation and the Property is not located within any designated legislative "superfund" area, except for: none

Seller represents that neither Seller nor Seller's agent has received notice of any dwelling zoning, building, fire and health code violations which exists on the date of this contract from any city, village, or other governmental authority.

11. LEASES: Seller will not enter into or extend any leases with respect to the Real Estate from and after the date Seller signs this contract without the express prior written consent of Buyer. All security deposits, damage deposits, or other deposits in the possession of Seller, including interest earned, if applicable, shall be assigned to Buyer at the time of closing. Seller is required to deliver assignments of leases and Rent Roll to Buyer at the time of closing. Seller shall deliver to Buyer, within five (5) business days after the Date of Acceptance, true and correct copies of all leases, schedule of expenses, survey, and real estate taxes; this contract is subject to Buyer's review and approval of same within ten (10) business days from Date of Acceptance. If written notice of Buyer's disapproval is not served within ten (10) business days after Date of Acceptance, this provision shall be deemed waived by the Buyer and this contract shall remain in full force and effect. Seller shall provide fully executed tenant estoppel certificates prior to closing.

12. TITLE: At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by a title company licensed to operate in the State of Illinois, issued on or subsequent to the Date of Acceptance, subject only to items listed in Paragraph 2. The requirement of providing extended coverage shall not apply if the Real Estate is vacant land. The commitment for title insurance furnished by Seller will be presumptive evidence of good and merchantable title as therein shown, subject only to the exceptions therein stated. If the title commitment discloses unpermitted exceptions, or if the Plat of Survey shows any encroachments which are not acceptable to Buyer, then Seller shall have said exceptions or encroachments removed, or have the title insurer commit to insure against loss or damage that may be caused by such exceptions or encroachments. If Seller fails to have unpermitted exceptions waived or title insured over prior to Closing, Buyer may elect to take the title as it then is, with the right to deduct from the Purchase Price prior encumbrances of a definite or ascertainable amount. Seller shall furnish Buyer at Closing an Affidavit of Title covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA 2006 Insurance Policy.

13. PERFORMANCE: Time is of the essence of this Contract. In any action with respect to this Contract, the Parties are free to pursue any legal remedies at law or in equity and the prevailing Party in litigation shall be entitled to collect reasonable attorney fees and costs from the non-prevailing Party as ordered by a court of competent jurisdiction. There shall be no disbursement of earnest money unless Escrowee has been provided written agreement from Seller and Buyer. Absent an agreement relative to the disbursement of earnest money within a reasonable period of time, Escrowee may deposit funds with the Clerk of the Circuit Court by the filing of an action in the nature of interpleader. Escrowee shall be reimbursed from the earnest money for all costs, including reasonable attorney fees, related to the filing of the interpleader action. Seller and Buyer shall indemnify and hold Escrowee harmless from any and all conflicting claims and demands arising under this paragraph.

14. NOTICE: All Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to any one of a multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:

- (a) By personal delivery of such Notice; or
- (b) By mailing of such Notice to the addresses recited herein by regular mail and by certified mail, return receipt requested. Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
- (c) By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that the Notice transmitted shall be sent on Business Days during Business Hours. In the event fax Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or
- (d) By sending e-mail transmission. Notice shall be effective as of date and time of e-mail transmission, provided that the Notice transmitted shall be sent during Business Hours, and provided further that the recipient provides written acknowledgment to the sender of receipt of the transmission (by e-mail, facsimile, regular mail or commercial overnight delivery). In the event e-mail Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or
- (e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following deposit with the overnight delivery company.

15. BUSINESS DAYS/HOURS: Business Days are defined as Monday through Friday, excluding Federal holidays. Business Hours are defined as 8:00 A.M. to 6:00 P.M. Chicago time.

16. FACSIMILE: Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract.

17. DAMAGE TO REAL ESTATE PRIOR TO CLOSING: If, prior to delivery of the deed, the Real Estate shall be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by condemnation, then Buyer shall have the option of either terminating this Contract (and receiving a refund of earnest money) or accepting the Real Estate as damaged or destroyed, together with the proceeds of the condemnation award or any insurance payable as a result of the destruction or damage, which gross proceeds Seller agrees to assign to Buyer and deliver to Buyer at closing. Seller shall not be obligated to repair or replace damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract, except as modified in this paragraph.

18. PLAT OF SURVEY: Prior to closing, Seller shall furnish at Seller's expense an ALTA-ACSM survey certified to Buyer, Buyer's lender (if any) and title insurance company dated not more than six (6) months prior to Date of Acceptance by a licensed land surveyor showing the location of the improvements thereon (including fences separating the Real Estate from adjoining properties) and showing all encroachments, if any. If the survey discloses improper location of improvements or encroachments and Seller is unable to obtain title insurance protection for the benefit of Buyer against loss resulting from such improper locations or encroachment, Buyer may, at his option, declare this contract to be null and void. Providing all existing improvements (including fences) and encroachments, if any, appear on the survey thus furnished, Buyer shall bear the cost of any later date survey which may be required by Buyer's lender or desired by Buyer.

19. BILL OF SALE: All of the items of personal property shall be transferred to Buyer by delivery at closing of Bill of Sale without warranty of merchantability or fitness for particular purpose.

Buyer Initial _____ Buyer Initial _____ Seller Initial _____ Seller Initial _____
Address 1313 175th St. Homewood IL 60430

10 20. **CLEAN CONDITION:** Seller shall remove all debris from the Real Estate and improvements by date of possession. Buyer shall have
11 to inspect the Real Estate and improvements prior to closing to verify that the Real Estate, improvements and included personal property are in
12 substantially the same condition as of the date of Seller's acceptance of this contract, normal wear and tear excepted.

13 21. **MUNICIPAL ORDINANCES:** Seller shall comply with the terms of any municipal ordinance relating to the transaction contemplated herein
14 for the municipality in which the Real Estate is located and shall provide to Buyer at closing evidence of compliance with such ordinances. Transfer
15 taxes required by local ordinance shall be paid by the party designated in such ordinance. Seller shall pay any transfer tax imposed by state law.

16 22. **SPECIAL FLOOD HAZARD AREA:** Buyer shall have the option to declare this Contract null and void if the Real Estate is located in a
17 special flood hazard area which requires Buyer to carry flood insurance. If written notice of the option to declare this Contract null and void is
18 not given to Seller within ten (10) Business Days after Date of Acceptance or within the term specified in Paragraph 3 (whichever is later),
19 Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect.

20 23. **TAX LAW COMPLIANCE:** Seller agrees to provide to the Internal Revenue Service the Sale of Real Estate 1099 form as required by law.
21 This contract and the transaction described herein may be subject to the provisions of the Foreign Investment in Real Property Tax Act of 1980 and
22 all amendments thereto (the "Act"). Seller and Buyer shall execute or cause to be executed all documents and take or cause to be taken all actions
23 necessary in order that Buyer shall have no liability, either actual or potential, under the Act. Parties are cautioned that the Real Estate may be
24 situated in a municipality that has adopted a pre-closing inspection requirement, municipal Transfer Tax or other similar ordinances. Transfer taxes
25 required by municipal ordinance shall be paid by the party designated in such ordinance.

26 24. **CAPTIONS:** Captions are not intended to limit the terms contained after said caption and are not part of the contract.

27 25. **TAX-DEFERRED EXCHANGE:** Seller and Buyer agree to cooperate in any applicable tax-deferred Exchange, and shall
28 execute all documents with respect thereto at their own expense, pursuant to the applicable provisions of the Internal Revenue Code,
29 as amended from time to time.

0 **Optional Provisions (Applicable ONLY if Initialed by All Parties)**

1 26. _____ **CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously consented to
2 _____ (Licensee) acting as a Dual Agent in providing brokerage services on their
3 behalf and specifically consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this contract.

4 27. _____ **RIDERS:** The terms of Rider(s) Option to Purchase Real Estate attached
5 hereto are made a part hereof.

6 28. _____ **TRANSACTIONS NOT CONTINGENT ON FINANCING: IF EITHER OF THE FOLLOWING ALTERNATIVE**
7 **OPTIONS IS SELECTED, THE PROVISIONS OF THE FINANCING PARAGRAPH 3 SHALL NOT APPLY [CHOOSE ONLY ONE]:**

8 a) _____ **Transaction With No Mortgage (All Cash):** If this selection is made, Buyer will pay at closing, in the form of "Good Funds"
9 the difference (plus or minus prorations) between the Purchase Price and the amount of the Earnest Money deposited pursuant to Paragraph 1 above.
10 Buyer represents to Seller, as of the Date of Offer, that Buyer has sufficient funds available to satisfy the provisions of this paragraph. Buyer agrees to
11 verify the above representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to Seller, Seller's
12 attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds to close. Buyer understands and agrees that, so
13 long as Seller has fully complied with Seller's obligations under this Contract, any act or omission outside of the control of Seller, whether intentional
14 or not, that prevents Buyer from satisfying the balance due from Buyer at closing, shall constitute a material breach of this Contract by Buyer. The
15 Parties shall share the title company escrow closing fee equally.

16 ~~b) _____ **Transaction, Mortgage Allowed:** If this selection is made, Buyer will pay at closing in the form of "Good Funds" the~~
17 ~~difference (plus or minus prorations) between the Purchase Price and the amount of the Earnest Money deposited pursuant to Paragraph 1 above.~~
18 ~~Buyer represents to Seller, as of the Date of Offer, that Buyer has sufficient funds available to satisfy the provisions of this paragraph. Buyer agrees to~~
19 ~~verify the above representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to Seller, Seller's~~
20 ~~attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds to close. Notwithstanding such representation,~~
21 ~~Seller agrees to reasonably and promptly cooperate with Buyer so that Buyer may apply for and obtain a mortgage loan or loans including but not~~
22 ~~limited to providing access to the Real Estate to satisfy Buyer's obligations to pay the balance due (plus or minus prorations) to close this transaction.~~
23 ~~Such cooperation shall include the performance in a timely manner of all of Seller's pre-closing obligations under this Contract. This Contract shall~~
24 ~~NOT be contingent upon Buyer obtaining financing. Buyer understands and agrees that, so long as Seller has fully complied with Seller's~~
25 ~~obligations under this Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from satisfying the~~
26 ~~balance due from Buyer at Closing shall constitute a material breach of this Contract by Buyer. Buyer shall pay the title company escrow closing fee.~~

THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED TO THE PARTIES OR THEIR AGENTS.

Date of Offer
Buyer Signature
Buyer Signature
Village of Homewood
Print Buyer(s) Name(s) [Required]
an Illinois municipal corporation
Corporation/Limited Liability Corporation (LLC)
Richard A. Hofeld, Village President
By - Print Name
2020 Chestnut Rd.
Address
Homewood IL 60430
City State Zip
708-206-3377
Phone E-mail

DATE OF ACCEPTANCE
Seller Signature
Seller Signature
Print Seller(s) Name(s) [Required]
Corporation/Limited Liability Corporation (LLC)
By - Print Name
Address
City State Zip
Phone E-mail

FOR INFORMATION ONLY

Selling Office MLS #
Buyer's Designated Agent MLS #
Phone Fax
E-mail
Christopher J. Cummings chris@cjcumingslaw.com
Buyer's Attorney E-mail
708-799-7575 708-809-2234
Phone Fax
Mortgage Company Phone/Fax

Listing Office MLS #
Listing Designated Agent MLS #
Phone Fax
E-mail
Seller's Attorney E-mail
Phone Fax
Management Co./Other Contact Phone/Fax

This Contract Approved by the DuPage County Bar Association.

Seller Rejection: This offer was presented to Seller on _____, 20__ at ____:____ AM/PM and rejected on _____, 20__ at ____:____ AM/PM _____ (Seller Initials).



BOARD AGENDA MEMORANDUM

DATE OF MEETING: June 27, 2023

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Angela Mesaros, Director of Economic and Community Development

Topic: Purchase Option, Purchase Contract, and Letter of Intent – 1313 & 1351 175th Street

PURPOSE

John LaRoy is the owner and CEO of Apparel Redefined, a custom-decorated apparel screen printing & monogramming company founded in 1970 that currently operates out of a facility in Crestwood, IL. Apparel Redefined is a leading nationwide supplier of custom silk screening and embroidery products across the country. Apparel Redefined specializes in highly customized athletic apparel. The company has outgrown its current location. It employs 60 people and plans to more than double the size once its relocation and expansion are complete.

Mr. La Roy has an interest in the purchase and redevelopment of property on 175th Street. This includes two properties (approximately 6 acres): (1) 1351 175th Street is a four-acre vacant land, which is owned by the Village; and (2) 1313 175th Street, an office building directly to the east of the village's four-acre site that is currently on the market for sale. The Village is in the process of negotiating the purchase of 1313 175th and will sell the properties to Apparel Redefined. Both properties are located within the Northeast Tax Increment Financing District. Acquisition of the properties – purchase (from the current owner) and sale (to Apparel Redefined) are eligible expenses for TIF reimbursement.

The Village Board action includes (1) a Purchase option on 1313 175th Street; (2) a Contract to purchase 1313 175th Street; and (3) a Letter of Intent with Apparel Redefined for 1313 & 1351 175th Street.

PROCESS

In 1992, the Village purchased 178 acres of land along 175th Street (the Prairie Lakes Business Park) in the Washington Park Tax Increment Financing (TIF) District. (The TIF expired in 2009/2010.) In 1996, the Village of Homewood completed infrastructure improvements to promote the development of 41 of the 178 acres. The subject property, a four-acre parcel, is the only remaining parcel in the Prairie Lakes Business Park PUD. The Village has tried for many years to market the property for development with no success.



The owner of Apparel Redefined contacted the Village staff in June 2022, seeking available space for the relocation and expansion of its offices and production facility. Homewood was one of several communities under consideration for relocation by the company. Village staff met with the owner, toured the existing company, and sent a proposal for the redevelopment of the village's four-acre site.

During this process, Mr. LaRoy indicated a need for two additional acres of land (a total of 6 acres). The office building at 1313 175th Street, directly to the east of the village's four-acre site, is currently on the market for sale. The Village offered to purchase the property at 1313 175th and transfer both properties to Apparel Redefined. The office building would be used for company offices and meeting rooms; and the village's four acres would be the site of the new production facility (machinery, printers, presses, etc.).

Apparel Redefined has begun its due diligence on the Village's four-acre site including environmental evaluation, financial analysis, and negotiation of terms with the village. The lease for their current location expires at the end of September 2023. The Village wishes to enter a contract to purchase to prevent the 1313 175th building from being sold to another buyer while Apparel Redefined completes its due diligence. The contract will include an option for purchase on the 1313 building to protect against expending funds on the purchase without a guarantee of sale to the developer.

The Village Attorney has prepared a purchase option and contract for the 1313 175th Street building to be approved by the Village Board with the following key points:

- Purchase price \$400,000 cash, which is a TIF-eligible expense
- Non-refundable option payment of \$25,000 by the Village. Ten Thousand Dollars (\$10,000.00) of the Option Fee shall be credited towards the Purchase Price if the Buyer exercises the option and completes the purchase. If the Village does not buy the property, the Seller keeps the \$25,000.
- Village must notify Seller it will proceed on October 25, 2023, and close by November 30, 2023.
- Seller must have no leases or tenancies that terminate later than November 30, 2023.
- Seller to provide ALTA survey at closing.
- Seller to provide the developer reasonable access to the building during the option period to inspect for potential repairs.
- Seller to re-prorate property taxes after closing.

Apparel Redefined and the Village of Homewood have prepared a letter of intent to be approved by the Village Board with the following terms of the agreement:



1. Apparel Redefined will purchase and redevelop the properties at 1313 175th Street and 1351 175th Street from the Village for \$2.
2. Apparel Redefined will construct a manufacturing facility on 1351 175th Street and occupy 1313 175th Street as its corporate headquarters.
3. Apparel Redefined has 60 days to perform due diligence.
4. Apparel Redefined will have 90 days after the due diligence period to secure all zoning approvals.
5. The Village would not market or negotiate with other parties during this term of the Contract.
6. Apparel Redefined would be given access to the property.
7. Apparel Redefined and the Village will enter into a redevelopment agreement (RDA) for the sale and redevelopment of the Property.
8. No money is required upfront from the developer, but if the developer decides not to develop the property, they are responsible for their due diligence costs.

Once the letter of intent is finalized, the Village and Apparel Redefined will negotiate a redevelopment agreement and the developer will complete the zoning entitlement process for a planned unit development. Both require approval by the Village Board at a future meeting.

OUTCOME

The sale of the property will result in the redevelopment of a vacant parcel. The redevelopment of both properties is expected to generate a TIF increment, which would be used to provide incentives to the developer, reimbursed over the remaining 15 years of the TIF. The benefit of such a development is that it would return an underutilized property to productive use and strengthen and enhance the Village's tax base.

The long-term benefits of this development project are the following:

- Development and return to the tax rolls of a Village-owned property that has been vacant for over 31 years.
- The project complies with the Village's plan and established zoning for the area: light manufacturing, assembly, and office buildings.
- The proposed addition of an assembly and distribution development on previously vacant land increases the Village's overall Equalized Assessed Valuation (EAV).
- The proposed development would bring an established, growing business to Homewood that would provide sustainable wage employment and potential for future job creation.



FINANCIAL IMPACT

- **Funding Source:** Northeast Tax Increment Financing District. The Northeast TIF currently has \$2.1 million in funds with no pending obligations. The Northeast TIF generates approximately \$1 million in TIF increment per year.
- **Budgeted Amount:** \$0
- **Budget Amendment:** \$425,000 to the Northeast TIF Fund
- **Cost:** \$425,000

LEGAL REVIEW

Completed

RECOMMENDED BOARD ACTION

Approve a budget amendment of \$425,000 in the Northeast TIF Fund; and approve the option to purchase, contract to purchase, and Letter of Intent for the redevelopment of vacant land at 1351 175th Street and an office building at 1313 175th Street for the operation of an assembly and production facility for Apparel Redefined.

ATTACHMENT(S)

- Option to Purchase, 1313 175th Street
- Contract to purchase, 1313 175th Street
- Letter of Intent, 1313 & 1351 175th Street



June 8, 2023

The Honorable Rich Hofeld, Mayor
 Village of Homewood
 220 Chestnut Road
 Homewood, IL 60430

RE: Letter of Intent - Acquisition and Redevelopment of Property in Homewood, IL

Dear Mayor Hofeld:

Apparel Redefined (“AR”) is pleased to propose the following non-binding Letter of Intent (LOI) to the Village of Homewood (the “Village”) for the entering into a contract for the sale/purchase of that certain property located at 1313 and 1351 175th Street in Homewood (the “Property”).

The following paragraphs reflect the general understanding of the matters described herein and each party acknowledges that the provisions are not intended to constitute a complete statement of, or a legally binding or enforceable obligation on the part of, the Village or AR. Upon acceptance of this Letter of intent, AR shall prepare and deliver a draft of the Purchase and Sale Agreement (the “PSA”) to the Village. The parties will then endeavor to negotiate, finalize, and enter into a mutually acceptable PSA which shall fully define the other terms and conditions of this transaction, as agreed upon between the parties as soon as reasonably possible. If a Contract is not prepared, authorized, executed, and delivered for any reason, no party to this LOI, shall have any liability to any other party for any reason.

The provisions of this LOI are as follows:

- A. PROPERTIES:** 1351 175th St., Homewood, Illinois (“Property 1”), currently owned by the Village. Property 1 is vacant land covering an area of approximately 187,500 sq. ft. Property 1 Property index numbers are 29-32-101-066-0000; -067-0000; -068-0000; and -076-0000.

1313 175th St., Homewood, Illinois (“Property 2”). Property 2 consists of approximately 1.3 acres of land, a 9,526 sq. ft. 2-story office building, and 65 surface level parking spaces. Property 2 property index numbers (PINs) are as follows: 29-32-101-047-0000 and 29-32-101-048-0000.

Property 1 and Property 2 are collectively referred to as the “Properties” and include all personal property.

On the terms and subject to the provisions to be set forth in the Contract to be negotiated and entered into by the parties, AR would purchase the Properties from the Village for a nominal amount (\$2).



- B. REDEVELOPMENT OF THE PROPERTIES:** After closing on the Property, AR will construct a 50,000 sq. ft. (approximately) manufacturing facility (the “Manufacturing Building”) on Property 1 and occupy Property 2 as AR’s corporate headquarters. AR may incur renovations to the office building on Property 2 to accommodate its intended operations. AR may retain current tenant(s) in the office building.

The Manufacturing Building will conform to applicable Village codes.

- C. CONTRACT:** The contracts to purchase the Properties would contain the usual and customary conditions of those typically found in commercial real estate contracts for real property of a similar nature. They will also include the following:

1. Due Diligence Period: Once the real estate purchase agreement is signed, the parties shall proceed to the “Due Diligence Period.” The Due Diligence Period shall be for 30 days from the time of signing the agreements and shall include the Village providing to AR, the following:
 - i. The most recent title policy or title commitment on the Property in the possession or control of the Village together with all related documents;
 - ii. The most recent ALTA survey and topographic study for the Property;
 - iii. Legal description of the Property;
 - iv. Zoning compliance review for each of the Properties, all zoning approvals, and notices regarding the said Property;
 - v. Declaration of covenants, conditions, restrictions, reservations, and easements for the Property;
 - vi. Any third-party engineering, environmental reports (including but not limited to Phase I and Phase I reports, NFR letters, asbestos, lead and/or mold abatement reports and underground storage tank testing and closure reports), appraisals, soil tests, boring reports, foundation reports (logs of pilings), termite, or radon studies;
 - vii. A true, correct, and complete copy of each written lease and each guaranty (together with any amendments), and a certification that there are no oral leases or oral understandings, if any;
 - viii. An accounting of all of the expenses related to the Properties, including but not limited to, maintenance of the Properties, all utility bills and repair bills since January 1, 2021 if known by the Village;
 - ix. A true, correct, and complete copy of each written service contract (together with amendments thereto, if any) and a true, correct, and complete written summary of each oral service contract, together with copies of any and all other contracts and agreements relating to the operation, maintenance, and repair of the Properties;
 - x. A list of all personal property, if any, owned by the Village, located at the Properties, and used or useful in connection with its operation and maintenance;



- xi. A list of all permits, partial certificates of occupancy, certificates of occupancy, warranties, government notices, special assessments, code violations and unexpired guaranties and copies of same in the Village's possession or control;
 - xii. A copy of existing insurance policies and certificates and any pending claims against the Property;
 - xiii. A schedule of pending litigation, if any, affecting the Property or the Village's ability to convey the Property;
 - xiv. A building inspection report outlining necessary improvements that will need to be made to the building or Properties; and
 - xv. Any and all other matters as AR may deem reasonably necessary to satisfy itself, in its sole discretion, concerning the Properties.
2. Financing: Any financing required, in Purchaser's discretion to redevelop the Property, including but not limited to, governmental assistance in the form of tax increment financing (TIF), tax-exempt financing inducement ordinance; Class 8 ordinance for Property 2 and Class 8 or Class 6b ordinance for Property 1, C-PACE assessment ordinance, enterprise zone benefits, Illinois EDGE tax credits and construction loans, may not be completed within the 30-day period. The Parties agree to negotiate a forgivable loan from the Village to AR from areawide incremental tax collections or the existing TIF Fund Balance to assist with extra-ordinary site preparation costs.
 3. Governmental Approvals: AR shall be permitted 60 days after the expiration of the Due Diligence period to secure, to its sole satisfaction the necessary zoning, land use, development agreements, and financial incentive agreements to accommodate its desire uses for the Property. AR may terminate the contract without liability to the Village, provided it gives written notice to the Village of its desire to terminate same within the said this 60-day governmental approval period.
 4. Condition of Premises: AR is taking the property "As Is."
 5. American Land Title Association ("ALTA") Survey: The ALTA survey would be obtained by the Village at Village's expense and would be completed no later than 30 days after execution of the Contract.
 6. Title Insurance and Deed: The Village, at the Village's sole expense, would provide to AR a standard ALTA commitment for title insurance. Additional endorsements to, and extended coverage, of the commitment and the type of deed would be as negotiated between the Village and AR in the Contract. The Village and AR shall execute all real estate transfer tax declarations and real estate transfer tax shall be paid as set forth in the Contract.



- D. CLOSING:** If a Contract is entered into between AR and the Village, the parties intend that the proposed transaction would be consummated 30 days after the end of the Due Diligence Period and the Governmental Approval Period (“Closing”).
- E. EXCLUSIVITY PERIOD:** During the term of the Contract, the Village shall not market or negotiate for the sale of the Property with any other party until the parties agree in writing to terminate the Contract.
- F. EDGE TAX CREDIT:** In light of the requirements associated with the state of Illinois financial incentives (EDGE tax credits) both parties understand that AR is pursuing EDGE tax credits through the Illinois Department of Commerce and Economic Opportunity (DCEO). Both parties agree that approval of the EDGE tax credits (the “Credits”) is a significant financial incentive and that, if not for the Credits, the project would not occur in Illinois. Therefore, both parties agree that if the Credits are not approved by the DCEO, AR may terminate the LOI and the PSA without any liability to any party. AR has not entered into any real estate purchase or lease agreements for the Property at this time. In the case of leases, land and building purchase agreements, language shall be incorporated into same which allows AR, “in its sole discretion,” to void the agreement during its due-diligence period. AR has not made any public announcements regarding commitments to expand in Illinois.
- G. EXPENSES.** Each party shall bear its own costs and expenses incurred in connection with this letter agreement and the transaction.

If the above outline of terms and conditions is acceptable, please indicate by signing below. All parties to these transactions intend that this proposal be superseded by a Contract. In the meantime, all parties agree to proceed in accordance with terms and conditions outlined in this LOI. The Village understands the purpose of this LOI is establishing the conditions and process to enter into a formal agreement. This LOI is only binding on the parties during the Contract Negotiation period. If the Purchase Agreement is not mutually executed within the Contract Negotiation Period for any reason whatsoever or no reason at all, this LOI shall expire, and no party shall have any further rights or duties hereunder. The Village shall not solicit other offers during the Contract Negotiation Period.

Very truly yours,

John LaRoy
CEO, Apparel Redefined

cc: Napoleon Haney, Village of
Homewood Angela Mesaros,
Village of Homewood Joseph
Pilewski, Pilewski Financial, LLC



[Signatures Page Follows]



Accepted and agreed by:

Village of Homewood, Illinois

Date

Accepted and agreed by:

Apparel Redefined

Date