# **MEETING AGENDA**



Board of Trustees Meeting Village of Homewood May 09, 2023 Meeting Start Time: 7:00 PM Village Hall Board Room 2020 Chestnut Road, Homewood, IL

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

#### Please see last page of agenda for virtual meeting information.

- 1. Call to Order
- 2. <u>Pledge of Allegiance</u>
- 3. Roll Call
- 4. Introduction of Staff
- 5. <u>Minutes</u>: Consider a motion to approve the following minutes:
  - A. From the Public Hearing held on April 25, 2023.
  - **B.** From the regular meeting of the Board of Trustees held on April 25, 2023.
- 6. Claims List:

<u>Consider</u> a motion to approve the Claims List of Tuesday, May 9, 2023 in the amount of \$931,271.86.

- 7. Presentation(s):
  - A. President Hofeld will issue a proclamation declaring the week of May 21-27, 2023 as Public Works Week in the Village of Homewood.
  - <u>B.</u> The Village Clerk will administer the Oath of Office to Jason Carron for the position of Building Maintenance Worker in the Department of Public Works.
- 8. Adjourn Sine Die
- 9. <u>Swearing-In Ceremony</u>: The newly elected Village Trustees will be introduced and The Honorable Judge Barbara Dawkins will administer the Oath of Office.
- 10. Roll Call
- 11. Hear from the Audience
- 12. <u>Omnibus Vote</u>: Consider a motion to pass, approve, authorize, accept, or award the following item(s):
  - A. M-2247/Sale of Surplus Property: Pass an ordinance authorizing the sale of surplus property to Restoration Ministries, Inc. of Harvey, IL.
  - B. MC-1075/Zoning Text Amendment/Basketball Equipment and Sports Courts: Pass an ordinance amending Table 44-03-03 Permitted Encroachments in Required Yards for

Residential Uses, Section 44-04-14.B.5 Use Specific Standards for Household Recreation Equipment, and Section 44-09 Definitions of the Homewood Zoning Ordinance.

- C. Letter of Intent/Steinmarch Development Corporation/1221 175th Street: Approve a Letter of Intent with Steinmarch Development Corporation of Flossmoor, IL for the redevelopment of Village-owned property located at 1221 175th Street; and authorize the Village Manager to execute the Letter of Intent.
- D. M-2248/Special Use Permit/Beauty Junkie Studios/1918 Ridge Road: Pass an ordinance granting a Special Use Permit for a Salon in B-2 Downtown Transition District for Beauty Junkie Studios at 1918 Ridge Road.
- E. R-3144/Appointment/IRMA Delegate and Alternate: Pass a resolution appointing incoming Director of Finance Amy Zukowski as Delegate effective May 22, 2023, and Assistant Village Manager Tyler Hall as Alternate Delegate to the IRMA pool.
- E. Bid Award/2018 Ridge Road/Korellis Roofing, Inc.: Award the bid for roof replacement at the Science Center Annex, 2018 Ridge Road, to Korellis Roofing, Inc. of Hammond, IN, the lowest responsible bidder, at a cost not to exceed \$86,953, including unit prices of the following; \$7 per square foot wood deck replacement, and \$20 per square foot masonry wall restoration, if needed, for additional unforeseen repairs.
- <u>G.</u> Emergency Purchase/Waive Competitive Bidding/Sanitary Pump/Flow-Technics, Inc.: Waive competitive bidding due to an emergency purchase; and, approve the purchase and installation of a submersible sanitary pump from Flow-Technics, Inc. of Frankfort, IL, in an amount not to exceed \$42,590.
- H. Agreement Renewal/Legal Services/Christopher J. Cummings, P.C.: Approve the renewal of a General Retainer Agreement for legal services with Christopher J. Cummings, P.C. for a minimum of two (2) years (May 1, 2023 through April 30, 2025); and, authorize the Village Manager to execute the agreement.
- L. M-2249/Water Sale and Purchase Agreement/Village of East Hazel Crest: Pass an ordinance approving the water sale and purchase agreement between the Village of Homewood and the Village of East Hazel Crest.
- 13. New Business:

<u>Discussion/Liquor</u> License Request/K.I.S. Soul Food and Catering, Inc./18201 Dixie Highway: Discuss a request from K.I.S. Soul Food and Catering Inc. for their proposed location at 18201 Dixie Highway and direct staff how to proceed.

- 14. General Board Discussion
- 15. <u>Executive Session</u>: Consider a motion to enter into executive session to discuss the following:

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

Setting of a price for sale or lease of property owned by the public body under 5 ILCS 120/2(c)6.

16. <u>Adjourn</u>

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

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

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

#### VILLAGE OF HOMEWOOD PUBLIC HEARING ON THE BUDGET TUESDAY, APRIL 25, 2023 VILLAGE HALL BOARD ROOM

Notice of Public Hearing published April 13, 2023 in the Daily Southtown

<u>CALL TO ORDER</u>: President Hofeld called the public hearing on the FY 2023-24 budget to order at 7:00 p.m.

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

The hearing opened with Finance Director Dennis Bubenik giving comments on the budget.

Bubenik first stated that notice of this public hearing appeared in the Homewood Flossmoor Chronicle and that much of the buddge discussion took place at the April 11, 2023 Village Board meeting when the budget was first presented. He said it is a second draft after staff made changes to the first proposal following the closing of the Walmart Store. The Village will see reduced sales and gasoline taxes due to the store's closing.

Director Bubenik pointed out that the majority of the Village's budget (\$38.8 million) is funded through a variety of taxes. The biggest expenses in the budget are public safety and public works.

President Hofeld asked if anyone in the audience had a comment on the budget. No comments were offered.

A motion was made by Trustee Purcell and seconded by Trustee Heiferman to adjourn the public hearing.

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

The meeting adjourned at 7:05 p.m.

Respectfully submitted,

Marilyn Thomas Village Clerk

#### VILLAGE OF HOMEWOOD BOARD OF TRUSTEES MEETING TUESDAY, APRIL 25, 2023 VILLAGE HALL BOARD ROOM

<u>CALL TO ORDER</u>: President Hofeld called the regular meeting of the Board of Trustees to order at 7:05 p.m.

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

<u>ROLL CALL</u>: Clerk Marilyn Thomas called the roll. Those present were Village President Richard Hofeld, Trustee Lisa Purcell, Trustee Cece Belue, Trustee Julie Willis, 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, Fire Chief Bob Grabowski and Police Chief Denise McGrath.

<u>MINUTES</u>: The minutes of the meeting of April 11, 2023, were presented. There were no comments or corrections.

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

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

<u>CLAIMS LIST</u>: The Claims List in the amount of \$205,133.09 was presented. There were no questions from the Trustees.

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

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

<u>HEAR FROM THE AUDIENCE</u>: President Hofeld invited anyone in the audience to address the board on any subject not on the agenda. No comments were offered.

<u>PRESENTATION</u>: Clerk Thomas read a proclamation designating April 28, 2023, as Arbor Day in the Village.

<u>Omnibus Vote:</u> Consider a motion to pass, approve, authorize, accept, or award the following item(s):

A. Amendment Approval/Mid-America Development/3043-3055 183rd Street: Approve the First Amendment to the Letter of Intent with Mid-America Development extending the due diligence period for an additional 180 days (until October 10, 2023) for the property located at 3043-3055 183rd Street (former Brunswick Zone).

- B. M-2243/Special Use Permit/The Natural You, LLC/18668 Dixie Highway: Pass an ordinance granting a Special Use Permit for a Salon in B-3 General Business District for "The Natural You, LLC" at 18668 Dixie Highway.
- C. Redevelopment Agreement Amendment/Homewood Brewing Company/18225 Dixie Highway: Authorize an amendment to the redevelopment agreement between Homewood Brewing Company and the Village of Homewood, originally approved on April 26, 2022, increasing the amount of TIF eligible expenses eligible for reimbursement from \$970,000 to \$1,500,000 to facilitate development of a restaurant and craft brewery in the Village's Dixie Highway/Miller Court Tax Increment Financing District.
- D. M-2244/Increase of Class 7B Liquor Licenses/Crab Bagz/18681 Dixie Highway: Pass an ordinance amending the Table of the Number of Liquor License Limitations by Class to increase the allowed number of Class 7B liquor licenses by one for the Crab Bagz location at 18681 Dixie Highway.
- E. Bid Award/Bituminous Mixes/D Construction: Award the bid for Bituminous Mixes to D Construction, Inc. of Coal City, IL, the lowest responsible bidder, at the prices of \$62 for Surface mix, \$59 for Binder mix, and \$135 for Cold Patch mix in an amount not to exceed \$39,000.
- F. Bid Award/Crushed Limestone/Shepley Motor Express: Award the bid for crushed limestone to Shepley Motor Express of Thornton, IL, the lowest responsible bidder, at the prices of \$13.45 for CA6, \$17.75 for 1" stone and \$17.20 for 2" stone, in an amount not to exceed \$49,500.
- G. Contract Renewal/Street Sweeping Services/Illinois Central Sweeping Services: Approve the renewal of the contract for sweeping services to Illinois Central Sweeping Services of Blue Island, IL for five residential and 15 commercial sweeps between May 1, 2023 and April 30, 2024, in an amount not-to-exceed \$8,797.80 per residential sweep and \$835.92 per commercial sweep.
- H. Bid Award/Concrete Flatwork/Strada Construction Company: Award the bid for concrete flatwork to Strada Construction Company of Addison, IL, the lowest responsible bidder, based on the unit prices submitted in an amount not to exceed \$119,010.
- I. Contract Renewal/Custodial Services/EcoClean Maintenance: Approve the renewal of the contract with EcoClean Maintenance of Elmhurst, IL for custodial services in an amount not to exceed \$51,480.
- J. Contract Renewals/Tree Services: Approve the renewal of the tree work contract for tree removal (\$30/inch), stump removal (\$17/inch), spot trimming (\$225/tree), and emergency tree removal services (\$500/hour) to Homer Tree Care of Lockport, IL, the lowest responsible bidder, in an amount not to exceed \$113,000; and, approve the renewal of the tree work contract for sectional tree trimming (\$92/tree) to Winkler's Tree Service of LaGrange Park, IL, the lowest responsible bidder, in an amount not to exceed \$75,000.
- K. Agreement Renewal/Preplan and Inspection Services/HR Green: Approve the renewal of an agreement for plan review and inspection services with HR Green of New Lenox, IL.
- L. R-3143/Motor Fuel Tax Funds/Street Resurfacing: Pass a resolution appropriating \$425,000 from the Motor Fuel Tax fund for the resurfacing of streets in the Village for the 2023 Rebuild IL Bond Resurfacing Program. The work will be done on Rockwell from Locust to the dead end; Riegel Oaks Lane from Riegel Road to 300-feet W; Golfview Avenue from Maple to Cedar; Golfview Avenue from Cedar to the dead end; Tipton Avenue from Cedar to the dead end; Boulder Court from Bowling Green to the cul-de-sac; and 190<sup>th</sup> Street from Center to Loomis.
- M. Scavenger Licenses/Renewal FY 2023-24: Approve the renewal of the Scavenger licenses for Homewood Disposal, Allied Waste Transportation, Inc., and Waste Management, Inc.;

and the Limited Scavenger licenses for Midway Building Supply, Tri-State Disposal, and Total Disposal.

- N. M-2245/Permit Renewals/Sale of Alcoholic Beverages Outdoor: Pass an ordinance approving the requested exceptions; and approve the issuance of eight Permits for Sale of Alcoholic Beverages Outdoor to Grady's Snack N Dine, The Fifth Quarter Press Room and Eatery, Cilantro Mexican Restaurant, The Ridgewood, Lassen's Sports Bar & Grill, Buffalo Wild Wings, Rabid Brewing, and Maple Tree Inn. The licenses will be valid from May 1, 2023 to April 30, 2024 upon payment of the permit fee.
- O. M-2246/Budget Adoption/FY 2023-2024: Pass an ordinance adopting the annual budget (Program of Services) for the fiscal year beginning May 1, 2023 and ending April 30, 2024, for the Village of Homewood based on the Public Hearing that preceded the April 25, 2023 Board of Trustees meeting.

Trustee Purcell commented that she was happy to see Crab Bagz nearing an opening date and that work is proceeding on Homewood Brewing. She welcomes both businesses to the Village and appreciates that the TIF districts are spurring development. Other trustees agreed with her comments.

Trustee Heiferman asked if the Rebuild Illinois funds are new dollars for roads. Director Schaefer said the Rebuild Illinois grant is separate from the Motor Fuel Taxes for roads that the village regularly receives from the state.

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

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

<u>GENERAL BOARD DISCUSSION</u>: Trustee Purcell thanked new businesses for locating in the Village and encouraged residents to patronize stores in town. Trustee Belue also said she was happy to see the many projects happening in the Village. Trustee Heiferman asked if the "Meet the Merchants" program could be revitalized.

Director Schaefer invited the public to be part of the spring clean-up program the Public Works Department is hosting on Saturday, April 29. The work crews will meet at the Public Works garage and put their efforts into cleaning up rights-of-way and other designated areas.

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

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

The meeting adjourned at 7:20 p.m.

Respectfully submitted,

Marilyn Thomas, Village Clerk

Name	Description	DEPARTMENT	Net Invoice Amount
ACCURATE EMPLOYMENT SCR	BACKGROUND	MANAGER'S OFFICE	98.92
Total ACCURATE EMPLOYM	ENT SCREENING LLC:		98.92
ALRO STEEL CORPORATION	OPERATING SUPPLIES	PUBLIC WORKS	951.34
Total ALRO STEEL CORPOR	ATION:		951.34
MERICAN LAWN LLC	SHOPPING CARTS	FIRE DEPARTMENT	125.00
MERICAN LAWN LLC	SHOPPING CARTS	FIRE DEPARTMENT	500.00
MERICAN LAWN LLC	SHOPPING CARTS	FIRE DEPARTMENT	350.00
MERICAN LAWN LLC	DEBRIS REMOVAL	FIRE DEPARTMENT	133.32
MERICAN LAWN LLC	SHOPPING CARTS	FIRE DEPARTMENT	275.00
Total AMERICAN LAWN LLC:			1,383.32
MERICAN PRINTING TECHNO	2023-24 VEHICLE STICKER APPS	MANAGER'S OFFICE	8,266.10
Total AMERICAN PRINTING	TECHNOLOGIES INC:		8,266.10
MERICAN WATER WORKS AS	AWWA MEMBERSHIP DUES	PUBLIC WORKS	83.00
Total AMERICAN WATER WO	DRKS ASSOCIATION:		83.00
RAMARK UNIFORM SERVICE	APRIL 2023	PUBLIC WORKS	58.20
RAMARK UNIFORM SERVICE	APRIL 2023	PUBLIC WORKS	61.92
RAMARK UNIFORM SERVICE	APRIL 2023	PUBLIC WORKS	106.40
RAMARK UNIFORM SERVICE	APRIL 2023	PUBLIC WORKS	801.06
RAMARK UNIFORM SERVICE	APRIL 2023	PUBLIC WORKS	379.89
RAMARK UNIFORM SERVICE	APRIL 2023	PUBLIC WORKS	77.56
RAMARK UNIFORM SERVICE	APRIL 2023	PUBLIC WORKS	1,415.60
RAMARK UNIFORM SERVICE	APRIL 2023	PUBLIC WORKS	118.50
Total ARAMARK UNIFORM S	SERVICE:		3,019.13
SC INDUSTRIES	TRUCK SUPPLIES	PUBLIC WORKS	116.22
Total ASC INDUSTRIES:			116.22
URELIO'S PIZZA INC	FOOD ALLOWANCE	PUBLIC WORKS	178.15
Total AURELIO'S PIZZA INC:			178.15
UTO PALACE INC	POLICE VAN ACCIDENT REPAIR	PUBLIC WORKS	14,545.73
Total AUTO PALACE INC:			14,545.73
VALON PETROLEUM COMPAN VALON PETROLEUM COMPAN		ASSETS ASSETS	2,866.40 11,613.00
Total AVALON PETROLEUM	COMPANY:		14,479.40
AG A NUT LLC	RANGE SUPPLIES	POLICE DEPARTMENT	1,009.40
Total BAG A NUT LLC:			1,009.40

Name	Description	DEPARTMENT	Net Invoice Amount
Total BARBARA OTTO:			523.20
BATTERIES PLUS	VEHICLE MAINT DEPT SUPPLIES	PUBLIC WORKS	17.80
BATTERIES PLUS	BATTERIES FOR TRUCK	PUBLIC WORKS	330.00
BATTERIES PLUS	VEHICLE MAINT DEPT SUPPLIES	PUBLIC WORKS	95.87
BATTERIES PLUS	BATTERIES	PUBLIC WORKS	109.44
BATTERIES PLUS	BATTERIES FOR STORM WATER 1	PUBLIC WORKS	59.85
BATTERIES PLUS	LIFT STATION BATTERIES	PUBLIC WORKS	67.45
BATTERIES PLUS	BATTERIES FOR BREATHING APPARATUS	FIRE DEPARTMENT	134.40
Total BATTERIES PLUS:			814.81
BEAVER RESEARCH COMPANY	FOAMING DEGREASER	FIRE DEPARTMENT	221.58
Total BEAVER RESEARCH C	COMPANY:		221.58
BILLO ANTHONY	SWEATSHIRT & JACKET	FIRE DEPARTMENT	149.98
Total BILLO ANTHONY:			149.98
BLUE COLLAR SUPPLY COMPA	UNIFORM SUPPLIES	PUBLIC WORKS	122.38
Total BLUE COLLAR SUPPL	Y COMPANY:		122.38
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES - FD	FIRE DEPARTMENT	105.27
Total BOUND TREE MEDICA	LLC:		105.27
C & M PIPE SUPPLY C & M PIPE SUPPLY	VAVLE BOX SUPPLIES OPERATING SUPPLIES	PUBLIC WORKS PUBLIC WORKS	681.00 383.50
Total C & M PIPE SUPPLY:			1,064.50
CHARLENE DYER	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	197.99
Total CHARLENE DYER:			197.99
CHEVROLET OF HOMEWOOD	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	113.81
Total CHEVROLET OF HOM	EWOOD:		113.81
CHRISTOPHER J CUMMINGS P	PROSECUTIONS	MANAGER'S OFFICE	1,600.00
CHRISTOPHER J CUMMINGS P	GENERAL LEGAL	MANAGER'S OFFICE	7,891.52
CHRISTOPHER J CUMMINGS P	NE TIF GENERAL LEGAL	PUBLIC WORKS	1,802.05
CHRISTOPHER J CUMMINGS P	DIXIE MILLER TIF GENERAL LEGAL		1,859.26
CHRISTOPHER J CUMMINGS P	WATER LEGAL SERVICES	PUBLIC WORKS	400.46
Total CHRISTOPHER J CUM	MINGS PC:		13,553.29
CLEANING SPECIALISTS INC	ME TRANSPORT	POLICE DEPARTMENT	350.00
Total CLEANING SPECIALIS	TS INC:		350.00
COMED	UTILITIES	PUBLIC WORKS	1,360.30
COMED	UTILITIES	PUBLIC WORKS	923.95
COMED	UTILITIES	PUBLIC WORKS	24.71

Name	Description	DEPARTMENT	Net Invoice Amount
COMED	UTILITIES	PUBLIC WORKS	520.89
COMED	UTILITIES	PUBLIC WORKS	2,234.66
COMED	UTILITIES	PUBLIC WORKS	1,100.65
COMED	UTILITIES	PUBLIC WORKS	37.35
COMED	UTILITIES	PUBLIC WORKS	55.67
COMED	UTILITIES	PUBLIC WORKS	1,626.84
COMED	UTILITIES	PUBLIC WORKS	2,280.05
COMED	UTILITIES	PUBLIC WORKS	133.64
COMED	UTILITIES	PUBLIC WORKS	1,370.32
COMED	UTILITIES	PUBLIC WORKS	39.23
Total COMED:			11,708.26
CONWAY SHIELD	TURN OUT GEAR - FD	FIRE DEPARTMENT	2,580.00
Total CONWAY SHIELD:			2,580.00
COOK COUNTY TREASURER	TRAFFIC SIGNAL MAINTANENCE	PUBLIC WORKS	1,131.28
Total COOK COUNTY TREA	SURER:		1,131.28
CORE & MAIN LP	B-BOXES	PUBLIC WORKS	676.08
CORE & MAIN LP	RETURN OF WRONG B-BOXES	PUBLIC WORKS	985.56-
CORE & MAIN LP	WATER MAIN CLAMPS	PUBLIC WORKS	305.62
CORE & MAIN LP	WATER MAIN CLAMPS	PUBLIC WORKS	1,046.28
CORE & MAIN LP	WATER MAIN CLAMPS	PUBLIC WORKS	369.06
CORE & MAIN LP	WATER MAIN CLAMPS	PUBLIC WORKS	498.40
CORE & MAIN LP	WATER MAIN PARTS	PUBLIC WORKS	253.48
CORE & MAIN LP	12 INCH VALVE	PUBLIC WORKS	3,324.00
CORE & MAIN LP	COPPER PIPE AND FITTINGS	PUBLIC WORKS	2,265.00
CORE & MAIN LP	WATER MAIN CLAMPS	PUBLIC WORKS	1,141.04
CORE & MAIN LP	3 INCH METER HEAD	PUBLIC WORKS	1,294.64
Total CORE & MAIN LP:			10,188.04
CVB	HOTEL TAX - MARCH 2023	ASSETS	771.88
Total CVB:			771.88
DANA ROBINSON	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	133.60
Total DANA ROBINSON:			133.60
DENISE MCGRATH	2023 IACP CONFERENCE	POLICE DEPARTMENT	579.96
Total DENISE MCGRATH:			579.96
DIANE DOBRINSKI	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	127.96
Total DIANE DOBRINSKI:			127.96
EAGLE AIR, INC	NEW AIR COMPRESSOR	PUBLIC WORKS	54,558.70
Total EAGLE AIR, INC:			54,558.70
EBELS ACE HARDWARE EBELS ACE HARDWARE	VEHICLE MAINT SUPPLIES GLOVES	PUBLIC WORKS PUBLIC WORKS	49.46 17.99

Name	Description	DEPARTMENT	Net Invoice Amount
EBELS ACE HARDWARE	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	28.32
EBELS ACE HARDWARE EBELS ACE HARDWARE	BUILDING MAINTENANCE SUPPLIES PROPANE EXCHANGE	PUBLIC WORKS PUBLIC WORKS	32.32 17.99
Total EBELS ACE HARDWAR			146.08
ECO CLEAN MAINTENANCE	CLEANING SERVICE	PUBLIC WORKS	4,073.35
Total ECO CLEAN MAINTEN	ANCE:		4,073.35
E-COM	1STQ2023.24 CONSOL DISPATCH	POLICE DEPARTMENT	128,768.35
Total E-COM:			128,768.35
ELMER & SON LOCKSMITHS IN	DOOR HANDLE REPLACEMENT	PUBLIC WORKS	80.00
Total ELMER & SON LOCKS	MITHS INC:		80.00
EXPERT CHEMICAL	DISPOSABLE COMMODITIES	PUBLIC WORKS	256.96
EXPERT CHEMICAL EXPERT CHEMICAL		PUBLIC WORKS	762.56
	DISPOSABLE COMMODITIES	PUBLIC WORKS	419.35
Total EXPERT CHEMICAL:			1,438.87
AIRMEADOWS HOME HEALTH	MEDICAL SUPPLIES - FD	FIRE DEPARTMENT	174.10
Total FAIRMEADOWS HOME	HEALTH CENTER:		174.10
EDERAL EXPRESS	EXPRESS POSTAGE FEES	MANAGER'S OFFICE	30.71
EDERAL EXPRESS EDERAL EXPRESS	EXPRESS POSTAGE FEES EXPRESS POSTAGE FEES	MANAGER'S OFFICE MANAGER'S OFFICE	59.76 97.80
Total FEDERAL EXPRESS:			188.27
ORD OF HOMEWOOD	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	52.86
FORD OF HOMEWOOD	VEHICLE PARTS - FD	FIRE DEPARTMENT	89.96
Total FORD OF HOMEWOOD	D:		142.82
GALLAGHER ASHPHALT CORP	ASPHALT - PW	PUBLIC WORKS	419.78
Total GALLAGHER ASHPHA	LT CORP:		419.78
GBJ SALES LLC	GLOVES	PUBLIC WORKS	478.95
Total GBJ SALES LLC:			478.95
GRAINGER INC	OPERATING SUPPLIES - FD	FIRE DEPARTMENT	26.93
Total GRAINGER INC:			26.93
GW BERKHEIMER CO INC	HVAC FILTERS	PUBLIC WORKS	232.08
Total GW BERKHEIMER CO	INC:		232.08
HANK DOUGLAS JR	BOOT REIMBURSEMENT	PUBLIC WORKS	319.99

Name	Description	DEPARTMENT	Net Invoice Amount
Total HANK DOUGLAS JR:			319.99
HAWKINS INC	CHLORINE	PUBLIC WORKS	1,350.50
HAWKINS INC HAWKINS INC	CHLORINE TANK RENTAL CHLORINE TANK RENTAL	PUBLIC WORKS PUBLIC WORKS	90.00 150.00
Total HAWKINS INC:			1,590.50
HELSEL JEPPERSON ELECTRI	EMERGENCY SIREN SUPPLIES	PUBLIC WORKS	281.40
HELSEL JEPPERSON ELECTRI	EMERGENCY SIRENS SUPPLIES	PUBLIC WORKS	465.71
HELSEL JEPPERSON ELECTRI	EMERGENCY SIREN SUPPLIES	PUBLIC WORKS	18.00
HELSEL JEPPERSON ELECTRI	PHOTO EYES	PUBLIC WORKS	175.42
HELSEL JEPPERSON ELECTRI	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	169.83
HELSEL JEPPERSON ELECTRI	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	9.42
Total HELSEL JEPPERSON	ELECTRICAL:		1,119.78
HFS BUREAU OF FISCAL OPER	VILLAGE SHARE OF GEMT OWED TO STATE	FIRE DEPARTMENT	210,715.94
Total HFS BUREAU OF FISC	CAL OPERATIONS - GEMT:		210,715.94
HINCKLEY SPRINGS	WATER	PUBLIC WORKS	197.79
HINCKLEY SPRINGS	WATER	PUBLIC WORKS	102.36
Total HINCKLEY SPRINGS:			300.15
HR GREEN INC	PLAN REVIEWS FOR MARCH 2023	FIRE DEPARTMENT	5,312.00
Total HR GREEN INC:			5,312.00
ILLINOIS CHAPTER IAA	ARBORIST MEMBERSHIPS	PUBLIC WORKS	220.00
Total ILLINOIS CHAPTER IA	A:		220.00
ILLINOIS SECTION AWWA	TRAINING CLASS	PUBLIC WORKS	240.00
ILLINOIS SECTION AWWA	TRAINING - PW	PUBLIC WORKS	80.00
Total ILLINOIS SECTION AV	VWA:		320.00
ILLINOIS TOLLWAY	OPERATING SUPPLIES - PW	PUBLIC WORKS	468.30
Total ILLINOIS TOLLWAY:			468.30
IPBC	MAY INSURANCE PREMIUM	MANAGER'S OFFICE	1,524.31
IPBC	MAY INSURANCE PREMIUM	MANAGER'S OFFICE	2,791.38
IPBC	MAY INSURANCE PREMIUM	MANAGER'S OFFICE	5.18
IPBC	MAY INSURANCE PREMIUM	MANAGER'S OFFICE	1,625.46
IPBC	MAY INSURANCE PREMIUM	MANAGER'S OFFICE	1,879.46
IPBC	MAY INSURANCE PREMIUM	MANAGER'S OFFICE	1,213.74
IPBC	MAY INSURANCE PREMIUM	PUBLIC WORKS	1,086.89
IPBC	MAY INSURANCE PREMIUM	PUBLIC WORKS	4,520.94
IPBC	MAY INSURANCE PREMIUM	PUBLIC WORKS	2,608.63
IPBC	MAY INSURANCE PREMIUM	PUBLIC WORKS	4,185.58
IPBC	MAY INSURANCE PREMIUM	PUBLIC WORKS	3,221.15
IPBC	MAY INSURANCE PREMIUM	PUBLIC WORKS	1,182.04

Name	Description	DEPARTMENT	Net Invoice Amount
IPBC	MAY INSURANCE PREMIUM	PUBLIC WORKS	6,584.00
IPBC	MAY INSURANCE PREMIUM	PUBLIC WORKS	6,940.66
IPBC	MAY INSURANCE PREMIUM	FIRE DEPARTMENT	28,205.42
IPBC	MAY INSURANCE PREMIUM	FIRE DEPARTMENT	5,766.14
IPBC	MAY INSURANCE PREMIUM	FIRE DEPARTMENT	4,561.43
PBC	MAY INSURANCE PREMIUM	POLICE DEPARTMENT	48,732.29
PBC	MAY INSURANCE PREMIUM	POLICE DEPARTMENT	14,812.68
PBC	MAY INSURANCE PREMIUM	POLICE DEPARTMENT	5,146.83
PBC	MAY INSURANCE PREMIUM	POLICE DEPARTMENT	7,453.38
PBC	MAY INSURANCE PREMIUM	MANAGER'S OFFICE	64,276.12
PBC	MAY INSURANCE PREMIUM	PUBLIC WORKS	1,576.95
PBC	MAY INSURANCE PREMIUM	PUBLIC WORKS	5,017.42
PBC	MAY INSURANCE PREMIUM	PUBLIC WORKS	4,068.15
PBC	MAY INSURANCE PREMIUM	PUBLIC WORKS	3,275.73
PBC	MAY INSURANCE PREMIUM	PUBLIC WORKS	7,311.16
PBC	MAY INSURANCE PREMIUM	POLICE DEPARTMENT	1,868.18
Total IPBC:			244,219.13
			2 405 70
RMA			3,405.76
RMA RMA	MARCH DEDUCTIBLE MARCH DEDUCTIBLE	PUBLIC WORKS MANAGER'S OFFICE	832.20 200.00-
Total IRMA:			4,037.96
ACOB ANTHONY FASO	BREAK ROOM TABLE	POLICE DEPARTMENT	2,250.00
Total JACOB ANTHONY FAS			2,250.00
AMES ANDERSON	TRAVEL REIMBUSEMENT - MAPSI	PUBLIC WORKS	143.39
Total JAMES ANDERSON:			143.39
AMES STRAYER	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	472.02
Total JAMES STRAYER:			472.02
C LICHT	PAINT	PUBLIC WORKS	105.29
Total JC LICHT:			105.29
ONES PARTS & SERVICE INC	WATER DEPT REPAIR PARTS	PUBLIC WORKS	3,468.19
Total JONES PARTS & SER	/ICE INC:		3,468.19
KANKAKEE TRUCK EQUIPMEN	VEHICLE PURCHASES PW	PUBLIC WORKS	21,160.00
Total KANKAKEE TRUCK EC	QUIPMENT:		21,160.00
ELLY STRAYER	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	99.96
KELLY STRAYER	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	75.00
KELLY STRAYER	WOMEN IN CRIMINAL JUSTICE CONFERENCE	POLICE DEPARTMENT	219.52
KELLY STRAYER	2023 IACP CONFERENCE	POLICE DEPARTMENT	539.96
Total KELLY STRAYER:			934.44
RISTINE BOSWELL	SPILLMAN CONFERENCE TRANSPORTATION	POLICE DEPARTMENT	148.14

Name	Description	DEPARTMENT	Net Invoice Amount
Total KRISTINE BOSWELI	<u>.</u> .		148.14
AW OFFICES OF DENNIS G	GI ADMINISTRATIVE ADJUDICATION	MANAGER'S OFFICE	525.00
Total LAW OFFICES OF D	ENNIS G GIANOPOLUS PC:		525.00
MAC TOOLS	BUILDING MAINTENANCE TOOLS	PUBLIC WORKS	365.89
Total MAC TOOLS:			365.89
MAREN RONAN	LOBBYING SERVICES	MANAGER'S OFFICE	3,000.00
Total MAREN RONAN:			3,000.00
MCMASTER CARR SUPPLY	VEHICLE MAINT DEPT	PUBLIC WORKS	71.78
Total MCMASTER CARR S	SUPPLY:		71.78
MEADE ELECTRIC CO INC	TRAFFIC SIGNAL MAINTANENCE	PUBLIC WORKS	1,601.46
MEADE ELECTRIC CO INC	TRAFFIC SIGNAL MAINTANENCE	PUBLIC WORKS	1,601.46
MEADE ELECTRIC CO INC	STREET LIGHT REPAIR	PUBLIC WORKS	1,106.82
Total MEADE ELECTRIC	CO INC:		4,309.74
MENARDS INC	STREET LIGHT PROTECTION	PUBLIC WORKS	67.9
MENARDS INC	WATER MAIN SUPPLIES	PUBLIC WORKS	13.9
MENARDS INC	TRUCK SUPPLIES	PUBLIC WORKS	105.0
MENARDS INC	TRUCK SUPPLIES	PUBLIC WORKS	46.0
MENARDS INC	EMERGENCY SIREN SUPPLIES	PUBLIC WORKS	21.3
MENARDS INC	SHOP SUPPLIES	PUBLIC WORKS	67.6
MENARDS INC	TRUCK SUPPLIES	PUBLIC WORKS	22.8
	STORM WATER 1 SUPPLIES	PUBLIC WORKS	18.5
		PUBLIC WORKS	189.7
	OPERATING SUPPLIES OPERATING SUPPLIES		85.4
/IENARDS INC /IENARDS INC	OPERATING SUPPLIES	PUBLIC WORKS PUBLIC WORKS	16.8 39.2
MENARDS INC	TRUCK SUPPPLIES	PUBLIC WORKS	123.2
MENARDS INC	METER PARTS	PUBLIC WORKS	36.9
	BUILDING MAINT SUPPLIES	PUBLIC WORKS	91.8
	L&M DEPT REPAIR PARTS	PUBLIC WORKS	251.6
	BUILDING MAINT SUPPLIES	PUBLIC WORKS	696.4
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	44.4
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	52.4
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	23.7
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	53.0
MENARDS INC	VEHICLE PURCHASE EQUIPMENT	PUBLIC WORKS	75.1
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	76.1
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	101.0
MENARDS INC	FLAGS	PUBLIC WORKS	179.9
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	40.9
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	26.9
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	10.6
MENARDS INC	LUNCHROOM MICROWAVE	PUBLIC WORKS	118.0
MENARDS INC MENARDS INC	RANGE SUPPLIES OPERATING SUPPLIES - FD	POLICE DEPARTMENT FIRE DEPARTMENT	154.7 61.9

Name	Description	DEPARTMENT	Net Invoice Amount
Total MENARDS INC:			2,913.87
METROPOLITAN INDUSTRIES I METROPOLITAN INDUSTRIES I	METROCLOUD DATA SERVICE METROCLOUD DATA SERVICE	PUBLIC WORKS PUBLIC WORKS	250.00 250.00
Total METROPOLITAN INDU	JSTRIES INC:		500.00
MICHAEL KOZLOWSKI	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	45.00
Total MICHAEL KOZLOWSK	1:		45.00
MISSIONSQUARE RETIREMENT	IN-SERVICE BENEFIT FEE - Q1 2023	POLICE DEPARTMENT	570.00
Total MISSIONSQUARE RE	TIREMENT:		570.00
MONARCH AUTO SUPPLY MONARCH AUTO SUPPLY MONARCH AUTO SUPPLY MONARCH AUTO SUPPLY MONARCH AUTO SUPPLY	STREET DEPT REPAIR PARTS STREET DEPT REPAIR PARTS POLICE DEPT REPAIR PARTS POLICE DEPT REPAIR PARTS POLICE DEPT REPAIR PARTS	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	8.18 72.14 41.37 81.24 32.69
Total MONARCH AUTO SUF	PPLY:		235.62
MUNICIPAL EMERGENCY SERV	BREATHING APPARATUS	FIRE DEPARTMENT	1,255.00
Total MUNICIPAL EMERGEN	NCY SERVICES INC:		1,255.00
MUNICIPAL SYSTEMS LLC	ADMINISTRATIVE HEARING COMMISSION	POLICE DEPARTMENT	742.00
Total MUNICIPAL SYSTEMS	S LLC:		742.00
NATHAN BRUNI	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	63.74
Total NATHAN BRUNI:			63.74
NICKOLAS PETROVIC	ANTIQUE VEHICLE REBATE - FIN	ASSETS	20.00
Total NICKOLAS PETROVIC	2		20.00
NIX NAX NIX NAX	QUARTERMASTER-UNIFORMS-PD HPW LOGO IMPRINT ON SHIRTS	POLICE DEPARTMENT PUBLIC WORKS	29.98 10.00
Total NIX NAX:			39.98
O'HERRON CO O'HERRON CO O'HERRON CO O'HERRON CO O'HERRON CO O'HERRON CO	QUARTERMASTER-UNIFORMS-PD QUARTERMASTER-UNIFORMS-PD QUARTERMASTER-UNIFORMS-PD OPERATING SUPPLIES QUARTERMASTER-UNIFORMS-PD QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT POLICE DEPARTMENT POLICE DEPARTMENT POLICE DEPARTMENT POLICE DEPARTMENT POLICE DEPARTMENT	186.16 297.54 999.98 730.38 174.00 312.50
Total O'HERRON CO:			2,700.56
OVERDOORS OF ILLINOIS INC	GARAGE BAY DOORS PW	PUBLIC WORKS	251.00

Name	Description	DEPARTMENT	Net Invoice Amount
Total OVERDOORS OF ILLIN	IOIS INC:		251.00
P F PETTIBONE CO	PARKING/COMPLIANCE TICKETS	POLICE DEPARTMENT	1,796.21
Total P F PETTIBONE CO:			1,796.21
RAYMOND MC CALLUM	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	151.21
Total RAYMOND MC CALLUN	М:		151.21
RED WING BUSINESS ADVANT	WORK BOOTS-PW	PUBLIC WORKS	195.49
Total RED WING BUSINESS	ADVANTAGE:		195.49
REPLACEMENT WINDOW SYST	WINDOW REPAIRS	PUBLIC WORKS	987.00
Total REPLACEMENT WINDO	OW SYSTEMS:		987.00
ROEDA INC	OPEN HOUSE BANNERS	PUBLIC WORKS	98.75
Total ROEDA INC:			98.75
ROMEOVILLE FIRE ACADEMY ROMEOVILLE FIRE ACADEMY	TRAINING - FD TRAINING - FD	FIRE DEPARTMENT FIRE DEPARTMENT	625.00 650.00
Total ROMEOVILLE FIRE AC	ADEMY:		1,275.00
SAMUEL PEREZ	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	432.45
Total SAMUEL PEREZ:			432.45
SHARK SHREDDING INC	MONTHLY SHREDDING	FIRE DEPARTMENT	66.00
Total SHARK SHREDDING IN	NC:		66.00
SHEPLEY MOTOR EXPRESS	STONE	PUBLIC WORKS	3,374.51
Total SHEPLEY MOTOR EXF	PRESS:		3,374.51
SHERWIN INDUSTRIES INC	OPERATING SUPPLIES	PUBLIC WORKS	803.53
Total SHERWIN INDUSTRIES	S INC:		803.53
SHERWIN WILLIAMS SHERWIN WILLIAMS	PAINT BLDG MAINT SUPPLIES	PUBLIC WORKS PUBLIC WORKS	101.38 23.72
Total SHERWIN WILLIAMS:			125.10
SHOREWOOD HOME AND AUT	L&M DEPT REPAIR PARTS	PUBLIC WORKS	555.45
Total SHOREWOOD HOME	AND AUTO INC:		555.45
SiteOne LANDSCAPE SUPPLY L	MULCH FOR WALTON	PUBLIC WORKS	1,265.00
Total SiteOne LANDSCAPE S	SUPPLY LLC:		1,265.00

Name	Description	DEPARTMENT	Net Invoice Amount
SOUTH SUBURBAN HUMANE S	ANIMAL IMPOUND FEES	POLICE DEPARTMENT	100.00
Total SOUTH SUBURBAN HU	JMANE SOCIETY:		100.00
SOUTH SUBURBAN PADS	APRIL PADS CONTRIBUTION	ASSETS	269.00
Total SOUTH SUBURBAN PA	DS:		269.00
STAPLES ADVANTAGE	OFFICE CHAIR	POLICE DEPARTMENT	535.99
Total STAPLES ADVANTAGE	:		535.99
STOJAKOVICH ERIC	TRAVEL REIMBURSEMENT - MAPSI	PUBLIC WORKS	183.85
Total STOJAKOVICH ERIC:			183.85
STRUNK KENNETH	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	35.00
Total STRUNK KENNETH:			35.00
STRYKER SALES CORPORATIO	MEDICAL SUPPLIES - FD	FIRE DEPARTMENT	509.18
Total STRYKER SALES COR	PORATION:		509.18
SUBURBAN LABORATORIES IN SUBURBAN LABORATORIES IN	WATER SAMPLES WATER SAMPLES	PUBLIC WORKS PUBLIC WORKS	2,275.00 1,215.00
Total SUBURBAN LABORATO	ORIES INC:		3,490.00
SWIFT SAW & TOOL SUPPLY	BUILDING MAINT SUPPLIES	PUBLIC WORKS	397.90
Total SWIFT SAW & TOOL SU	JPPLY:		397.90
SYLVIA ALEXANDER SYLVIA ALEXANDER	QUARTERMASTER-UNIFORMS-PD QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT POLICE DEPARTMENT	32.97 11.48
Total SYLVIA ALEXANDER:			44.45
TERMINIX PROCESSING CNTR TERMINIX PROCESSING CNTR	PEST CONTROL - PD/PW PEST CONTROL - FD	PUBLIC WORKS PUBLIC WORKS	117.00 118.00
Total TERMINIX PROCESSIN	IG CNTR:		235.00
THE EAGLE UNIFORM CO INC THE EAGLE UNIFORM CO INC	QUARTERMASTER-UNIFORMS-PD QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT POLICE DEPARTMENT	289.00 87.00
Total THE EAGLE UNIFORM	CO INC:		376.00
THIRD DISTRICT FIRE CHIEFS	MONTHLY LUNCHEON MEETING	FIRE DEPARTMENT	20.00
Total THIRD DISTRICT FIRE	CHIEFS ASSN:		20.00
	LATE PMT PENALTIES CHARGED TO CUSTOMERS TCBSD REVENUE PAYOUT	ASSETS ASSETS	1,331.56 83,859.40
Total THORN CREEK BASIN	SAN DISTRICT:		85,190.96

Name	Description	DEPARTMENT	Net Invoice Amount
TPI BUILDING CODE CONSULT	PLAN REVIEWS FOR APRIL 2023	FIRE DEPARTMENT	4,774.06
Total TPI BUILDING CODE C	CONSULTANTS:		4,774.06
TRACE ANALYTICS INC	OPERATING SUPPLIES	FIRE DEPARTMENT	89.00
Total TRACE ANALYTICS IN	C:		89.00
TRAINING CONCEPTS INC	CPR TRAINING - VH	MANAGER'S OFFICE	340.00
Total TRAINING CONCEPTS	INC:		340.00
UNITED LABORATORIES,	SEWER GREASE CONTROL	PUBLIC WORKS	2,865.22
Total UNITED LABORATORI	ES,:		2,865.22
US JETTING LLC	WATER DEPT REPAIR PARTS	PUBLIC WORKS	1,878.37
Total US JETTING LLC:			1,878.37
USA BLUEBOOK USA BLUEBOOK	WATER SAMPLE SUPPLIES VEHICLE MAINT DEPT	PUBLIC WORKS PUBLIC WORKS	50.52 393.00
Total USA BLUEBOOK:			443.52
VIGILANT SOLUTIONS, LLC VIGILANT SOLUTIONS, LLC VIGILANT SOLUTIONS, LLC VIGILANT SOLUTIONS, LLC VIGILANT SOLUTIONS, LLC VIGILANT SOLUTIONS, LLC VIGILANT SOLUTIONS, LLC	NETWORK 3 EXPENSE HOMEWOOD PD NETWORK 3 EXPENSE GLENWOOD PD NETWORK 3 EXPENSE FLOSSMOOR PD NETWORK 3 EXPENSE HAZEL CREST PD NETWORK 3 EXPENSE COUNTY CLUB HILLS PD NETWORK 3 EXPENSE THORNTON PD NETWORK 3 EXPENSE LYNWOOD PD NETWORK 3 EXPENSE EAST HAZEL CREST PD	POLICE DEPARTMENT POLICE DEPARTMENT POLICE DEPARTMENT POLICE DEPARTMENT POLICE DEPARTMENT POLICE DEPARTMENT POLICE DEPARTMENT POLICE DEPARTMENT	3,785.00 2,838.75 2,838.75 1,892.50 1,892.50 1,892.50 1,892.50 1,892.50
Total VIGILANT SOLUTIONS	, LLC:		18,925.00
WAREHOUSE DIRECT OFFICE WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES COMPUTER CHAIRS AND ACCESSORIES COMPUTER CHAIRS AND ACCESSORIES COMPUTER MONITOR AND ACCESSORIES COMPUTER MONITOR AND ACCESSORIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	FIRE DEPARTMENT PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS MANAGER'S OFFICE PUBLIC WORKS FIRE DEPARTMENT PUBLIC WORKS	142.40 595.11 171.35 254.14 263.46 137.14 204.80 72.71 155.08
Total WAREHOUSE DIRECT	OFFICE PDTS:		1,996.19
WEX BANK	POLICE DEPT FUEL HSI	PUBLIC WORKS	640.36
Total WEX BANK:			640.36
WILLIAM ROLLE	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	210.93
Total WILLIAM ROLLE:			210.93
ZIONS BANK	2020 BOND INTEREST PAYMENT	ADMIN & MGMT SERVICE	2,385.00

VILLAGE OF HOMEWOOD	Payment Approval Report - Claims List Report dates: 5/9/2023		Page: 12
Name	Description	DEPARTMENT	Net Invoice Amount
Total ZIONS BANK:			2,385.00
Grand Totals:			931,271.86
Dated:			

Village Clerk: \_\_\_\_\_

# PROCLAMATION

- *WHEREAS,* public works infrastructure, facilities, and services are of vital importance to sustainable communities and to the health, safety, and well-being of the people of Homewood; and,
- *WHEREAS,* such facilities and services could not be provided without the dedicated efforts of public works professionals, engineers, managers, and employees who are responsible for and must plan, design, build, operate, and maintain the transportation, water supply, water treatment, and solid waste systems, public buildings, and other structures and facilities essential to serve our citizens; and,
- *WHEREAS*, it is in the public interest for citizens, civic leaders, and children in Homewood to gain knowledge of and to maintain a progressive interest in and understanding of the importance of public works and public works programs in their community; and,
- *WHEREAS*, the year 2023 marks the 63<sup>rd</sup> annual National Public Works Week sponsored by the American Public Works Association.

THEREFORE, I, Richard A. Hofeld, President of the Village of Homewood, Illinois do hereby proclaim the week of May 21-27, 2023 as *Public Works Week* in the Village of Homewood. I urge all of our citizens to join with representatives of the American Public Works Association and government agencies in activities and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they have made to our health, safety, welfare, and quality of life.

In witness whereof I have set my hand and caused the seal of the Village of Homewood to be affixed hereto this  $9^{th}$  day of May, 2023.

Village President



#### **BOARD AGENDA MEMORANDUM**

DATE OF MEETING: May 9, 2023

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: John D. Schaefer, Director of Public Works

Topic: Oath of Office – Jason Carron

#### PURPOSE

Administer the Oath of Office to Jason Carron for the position of Building Maintenance Worker.

#### PROCESS

Jason Carron was hired as a full-time Building Maintenance Worker in the Public Works Department on April 17, 2023.

Jason, a Homewood resident, comes to the Village with a long work history of building and facility maintenance.

#### OUTCOME

We welcome Jason to Public Works and look forward to watching his career here.

#### **FINANCIAL IMPACT**

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

LEGAL REVIEW Not required

#### **RECOMMENDED BOARD ACTION**

Request the Village Clerk to administer the Oath of Office to Jason Carron for the position of Building Maintenance Worker in the Department of Public Works.

ATTACHMENT(S) None



#### **BOARD AGENDA MEMORANDUM**

DATE OF MEETING: May 9, 2023

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Denise McGrath, Chief of Police

Topic: Disposal of Surplus Property

#### PURPOSE

The Police Department desires to sell surplus property to Restoration Ministries, Inc, for one dollar. Restorations Ministries, Inc., is a not-for-profit organization that serves south suburban communities. The organization, located in Harvey, IL, operates a thrift store, community programs, recovery programs, art center, day camp, and after school programs. The surplus property consists of 29 tan, fabric stacking chairs.

#### PROCESS

The Police Department has acquired new chairs for the training room to replace old chairs that are worn, damaged, or in a state of disrepair.

#### OUTCOME

Approval of the ordinance will authorize the Police Department to sell the chairs to Restoration Ministries, Inc. for one dollar.

#### **FINANCIAL IMPACT**

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

LEGAL REVIEW Not required

#### **RECOMMENDED BOARD ACTION**

Pass an ordinance authorizing the sale of the surplus property to Restoration Ministries, Inc. of Harvey, IL.

#### ATTACHMENT(S)

Ordinance

22

Item 12. A.

### AN ORDINANCE AUTHORIZING THE SALE OF PERSONAL PROPERTY NO LONGER NECESSARY OR USEFUL TO THE VILLAGE OF HOMEWOOD, COOK COUNTY, ILLINOIS

WHEREAS, Section 11-76-4 of the Illinois Municipal Code (65 ILCS 5/11-76-4) authorizes a municipality to dispose of personal property no longer deemed necessary or useful to the Village; and

WHEREAS, the Village of Homewood, owns certain items of personal property which it desires to dispose of as therein provided;

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

#### SECTION ONE - DECLARATION OF SURPLUS PROPERTY:

The following personal property items owned by the Village of Homewood are deemed no longer necessary or useful to this Village. The president and Board of Trustees find it to be in the village's best interest to sell the following property to Restoration Ministries, Inc. an Illinois not-for-profit in Harvey, Illinois for One Dollar (\$1.00):

#### Twenty Nine (29) Tan Fabric Stacking Chairs

#### SECTION TWO - EFFECTIVE DATE:

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

PASSED and APPROVED this 9th day of May, 2023.

Village President

ATTEST:

Village Clerk

AYES: \_\_\_\_ ABSTENTIONS: \_\_\_\_ ABSENCES: \_\_\_\_



#### **BOARD AGENDA MEMORANDUM**

DATE OF MEETING: May 9, 2023

Item 12. B.

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Angela Mesaros, Director of Economic and Community Development

Topic: Text Amendment for Basketball Equipment and Sports Courts

#### PURPOSE

As a follow-up to the comprehensive amendment to the Homewood Zoning Ordinance, members of the Planning and Zoning Commission requested greater clarity on regulations related to basketball equipment and sports courts. The Commission discussed these regulations at its regularly scheduled meetings on March 9, 2023 and April 13, 2023.

The Commission agreed upon revisions to three sections of the Zoning Ordinance. The changes are summarized as follows:

- 1. Table 44-03-03 Permanent Encroachments in Required Yards for Residential Uses.
  - a. Revises the required five-foot setback from side lot lines to include the exterior side lot line.
  - b. Adds a maximum of one basketball hoop in the front yard.
  - c. Replaces "Tennis Courts" with "Sports Courts" permitted only in the rear yard.
  - d. Adds a required setback of 10 feet from all lot lines for sports courts.
- Section 44-04-14.B.5. Removes item b which is redundant to Table 44-03-03 limitations on household recreation equipment located in the front yard setback and reiterates the 10-foot setback from the front property line for basketball equipment.
- 3. Section 44-09. Definitions.
  - a. Adds a definition of "Basketball Equipment" to clarify that regulations apply specifically to permanent pole-mounted backboards and hoops.
  - b. Adds a definition of "Sports Courts" to include several sports, beyond tennis or basketball.



#### PROCESS

On January 10, 2023, the Village Board adopted a comprehensive amendment to the Village of Homewood Zoning Ordinance. This was the culmination of a 15-month public process. At its regular meeting on March 9, 2023, the Planning and Zoning Commission members raised questions and discussed the new zoning code as it relates to the location of basketball hoops and basketball courts and their impact on neighboring properties. On April 13, 2023, Village Staff presented text amendments to address these questions at a public hearing. Five commission members were present and voted unanimously to recommend approval of the amendments to the text of the zoning ordinance.

#### OUTCOME

The Planning and Zoning Commission reviewed the application and heard testimony by Village Staff. The following Findings of Fact were incorporated into the record:

- 1. The proposed text amendment is consistent with the Comprehensive Plan and reflects the built condition and character of the properties.
- 2. The proposed text amendment is an outcome of discussion of the Planning and Zoning Commission meeting on March 9, 2023 and a properly noticed public hearing on April 13, 2023.

#### **FINANCIAL IMPACT**

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

## LEGAL REVIEW

Completed

#### **RECOMMENDED BOARD ACTION**

Pass an ordinance amending Table 44-03-03 Permitted Encroachments in Required Yards for Residential Uses, Section 44-04-14.B.5 Use Specific Standards for Household Recreation Equipment, and Section 44-09 Definitions of the Homewood Zoning Ordinance.

#### **ATTACHMENTS**

Ordinance

#### ORDINANCE NO. MC- 1075

#### AN ORDINANCE AMENDING THE HOMEWOOD ZONING ORDINANCE RELATED TO BASKETBALL EQUIPMENT AND SPORTS COURTS

WHEREAS, the Illinois Municipal Code authorizes the President and Board of Trustees of the Village of Homewood to regulate by ordinance the use and development of land within the Village to promote public health, safety, comfort, and welfare; and

WHEREAS, after the recent comprehensive amendment to the Homewood Zoning Ordinance, members of the Planning and Zoning Commission felt it necessary to provide greater clarity on regulations related to basketball equipment and sports courts within the Village; and

WHEREAS, after discussing proposed amendments to the zoning ordinance text at its regular meeting on March 9, 2023, the Commission scheduled a public hearing for April 13, 2023 to formally consider the revisions; and

WHEREAS, notice of the public hearing was published on March 29, 2023, in accordance with 65 ILCS 5/11-12-7; and

**WHEREAS**, at the conclusion of the April 13, 2023 public hearing, the Commission voted 5-0 to recommend the text amendments in this ordinance.

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

#### SECTION ONE - FINDINGS OF FACT:

In connection with this ordinance and based upon the record of the public hearing before the Planning and Zoning Commission and the Village Board of Trustees, and based upon the evidence presented at said public hearing, the President and Board of Trustees make the following findings of fact:

- 1. The proposed text amendment is consistent with the Comprehensive Plan and reflects existing development patterns and uses on private residential property;
- 2. The proposed revisions to the zoning ordinance will not adversely affect the health, safety or welfare of the community or neighboring properties;
- 3. The proposed text amendment is an outcome of extensive discussion at the Planning and Zoning Commission's March 9, 2023 regular meeting and a properly noticed public hearing to consider the amendments held on April 13, 2023.

#### SECTION TWO - AMENDMENTS TO ZONING ORDINANCE:

The Village's Zoning Ordinance is hereby amended as follows:

A. Table 44-03-03 Permanent Encroachments in Required Yards for Residential Uses is amended as follows: (additions <u>underlined</u>, deletions <del>strike through</del>):

Type of Structure or Use Encroachment	Yard(s)	Additional			
	Front	Ext. Side	Int. Side	Rear	Regulation
Accessible steps or ramps and associated landings not exceeding the height of street level of the building	Y	Y	Y	Y	44-04-14(B)(3)
Accessory buildings or structures	Ν	N	Y	Y	44-04-14(B)
Arbors and trellises	Ν	Ν	Ν	Y	
Awnings at least 3 feet from front lot line and 5 feet from side and rear lot lines	Y	Y	Y	Y	
Balconies	N	N	N	Y	
Basketball equipment, at least 5 feet from interior side lot lines and 10 feet from front lot line, <u>maximum of 1 per front yard</u>	Y	Y	Y	Y	
Bay windows which are no more than 1 story in height, not projecting more than 3 feet into a required yard and not occupying more than 33% of the exterior length of the adjoining wall	Y	Y	Y	Y	
Chimneys at least 3 feet from lot lines	Y	Y	Y	Y	
Compost pile/structures	Ν	N	Ν	Y	
Eaves/gutters at least 3 feet from lot lines	Y	Y	Y	Y	
Fixed outdoor fireplaces at least 3 feet from lot lines	Ν	N	Ν	Y	44-04-14(B)(6
Ground-mounted air conditioning, heat pumps, ventilation units, compressors	N	N	Y	Y	
Household recreational facilities	Ν	N	Y	Y	44-04-14(B)(5
Laundry drying equipment including clothes lines and poles	N	N	N	Y	
Open fire escapes	Ν	N	Y	Y	
Ornamental lighting standards and permanently anchored lawn furniture and decorations such as benches, statues, bird baths, sculptures, etc.	Y	Y	Y	Y	
Outdoor kitchens and built-in grills at least 3 feet from lot lines	Ν	N	Y	Y	
Parking, open and off-street	Ν	N	Y	Y	45-05-02
Patios, at least 3 feet from lot lines	Y	Y	Y	Y	

Satellite dish antennae	Ν	Ν	Y	Y	
Sheds, Cabanas, Greenhouses, Playhouses, Gazebos, and Decks at least 3 feet from lot lines	Ν	Ν	Ν	Y	44-04-14(B)(4)
Swimming pools and spas	N	N	N	Y	44-04-14(B)(7)
Tennis Sports courts at least 10' from all lot lines	N	N	N	Y	
Transformers	Y	Y	Y	Y	
Walkways and driveways	Y	Y	Y	Y	44-05-04 44-05-05

#### \* \* \*

B. Section 44-04-14.B.5 Household Recreational Facilities is amended as follows: (additions <u>underlined</u>, deletions <del>strike through</del>):

b. The household recreational facility and any accessory equipment shall not be located in the front yard setback except basketball equipment, which shall be located five feet (5') feet from interior side and ten feet (10') from front lot lines.

\* \* \*

C. Section 44-09 Definitions is amended as follows: (additions <u>underlined</u>, deletions <u>strike through</u>):

**Basketball Equipment** means a permanently installed pole-mounted backboard and hoop.

**Sports Courts** means a detached improved surface designed and equipped for recreation, including but not limited to: tennis, pickle ball, badminton, basketball, squash, handball, and hockey. A driveway or parking pad shall not be considered a sports court.

#### SECTION THREE - ADDITIONAL MATERIALS TO BECOME PART OF ORDINANCE:

The following documents are hereby made a part of this ordinance:

- a. Homewood Planning and Zoning Commission minutes of March 9, 2023, and April 13, 2023, as they relate to the subject text amendment.
- b. Homewood Village Board minutes of May 9, 2023, as they relate to the subject text amendment.

#### **SECTION FOUR - EFFECTIVE DATE:**

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

PASSED and APPROVED this 9th day of May 2023.

Village President

Village Clerk

YEAS: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSTENTIONS: \_\_\_\_\_ ABSENCES: \_\_\_\_\_



#### **BOARD AGENDA MEMORANDUM**

DATE OF MEETING: May 9, 2023

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Angela Mesaros, Director of Economic and Community Development

**Topic:** Letter of Intent – 1221 175<sup>th</sup> Street

#### PURPOSE

Gene Steinmarch of Steinmarch Development Corporation has an interest in the purchase and redevelopment of the property at 1221 175<sup>th</sup> Street. This property is a three-story commercial building, which is owned by the Village. The building is located within the Northeast Tax Increment Financing District. The developer has requested that the Village hold the property for a period of time so that they can perform due diligence to either redevelop or find an end-user for the property.

#### PROCESS

The Village recently purchased the property at 1221 175<sup>th</sup> Street in February 2022, with the intent to redevelop the property. The property has been vacant for several years. The developer and Village Attorney prepared a letter of intent to be approved by the Village Board with the following terms of the agreement:

- 1. The developer intends to purchase and redevelop the property with an appropriately zoned use, which may include office, industrial, or commercial usage.
- 2. The developer has 120 days to perform due diligence.
- 3. The village will not negotiate with other parties during this due diligence period.
- 4. The developer will be given access to the property.
- 5. The developer and the Village will enter into a redevelopment agreement (RDA) for the sale and redevelopment of the property.
- 6. No money is required upfront from the developer, but if the developer decides not to develop the property, they will be responsible for their due diligence costs.

#### OUTCOME

The sale of the property will result in the reoccupation and renovation of a vacant building. 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.

Item 12. C.



#### **FINANCIAL IMPACT**

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

#### **LEGAL REVIEW**

Completed

#### **RECOMMENDED BOARD ACTION**

Approve a Letter of Intent with Steinmarch Development Corporation of Flossmoor, IL for the redevelopment of Village-owned property located at 1221 175<sup>th</sup> Street; and authorize the Village Manager to execute the Letter of Intent.

#### ATTACHMENT(S)

Letter of Intent



April 20, 2023

Mr. Richard Hofeld, Village President Village of Homewood, IL 2020 Chestnut Homewood, IL 60430

RE: Steinmarch Development Corp., Intent to Acquire Village owned property, Approximate address: 1221 W. 175th Street, Homewood

Dear President Hofeld:

On behalf of Steinmarch Development Corp., SDC, (the "Developer"), this Letter of Intent sets out a request for an exclusive Due Diligence Period, under the terms and conditions listed herein, and seeks Homewood ("Village") support for SDC intent to develop the lot(s) at approximately1221 W. 175th Street, identified as the Subject Property ("Property") on the Air Photo attached hereto as Exhibit A.

Developer plans redevelopment of the Property with an appropriately zoned use, which may include office, industrial, or commercial usage. Plans and proposed uses at this time are subject to change based on the requirements of potential tenants, the Village, and any other governmental authorities of appropriate jurisdiction.

Developer is requesting a Due Diligence period of 120 days to come to terms on a contract with the Village for the acquisition of the Property. During that time Developer will make preliminary and final plans for the site and buildings, subject to market conditions, arrange financing for the project, finalize all partnership and development agreements, and prepare a project schedule for the Village with appropriate completion benchmarks. During the 120-day Due Diligence Period, Developer will keep the Village informed of progress on the tasks set out above and any changes to the Preliminary Plan. Should it be the Developer's finding in its sole discretion, at any time during the Due Diligence Period, that the property is not suitable for the Developer's re-use, then Developer will promptly notify the Village of that finding, and the Due Diligence Period and the Village's responsibilities as set out herein will be immediately terminated.

Steinmarch Development Corporation, has a long and successful track record developing and leasing properties, especially commercial office and retail projects, and we feel confident this project will be successful as well. (See attached project list.)

#### President Hofeld April 20, 2023 Page 2

Due to the vagaries of the present finance market, the Developer is concerned with the time it will take to get a financing commitment suitable for the project. Since it is unclear what that timeline looks like now, a shorter Due diligence Period is not practical.

As you know, I am a long-term resident of the area. As shown in the attached Project List, SDC has developed a number of successful projects throughout Homewood and the south suburbs, including the original 1221 subject building. SDC is intimately familiar with the market and subject site and expects to create a successful re-use of the property.

During and after the Due Diligence Period, Developer hopes to work through any process required by the Village to get any necessary approvals and enter into an appropriate Redevelopment Agreement.

If Village agrees to enter into an Agreement for the Due Diligence Period as set out herein, the following terms and conditions would apply:

1. Purchaser's Broker: None

2. Village's Broker: None

It is understood that no broker has been employed by either party to the transaction, nor will any brokerage fee be due should Developer acquire the Property as a result of this Agreement.

3. Non-Binding Statement of Terms: This Letter of Intent contains a collection of certain business terms which may become part of a Redevelopment Agreement (RDA) if the parties eventually enter into such contract. Standing on its own, however, this document is not intended to impose any binding obligation whatsoever on either party, with the sole exception of the obligation of each party to negotiate in good faith based on the understandings contained in this Letter of Intent and the duty of exclusive negotiation as described further below. Parties do not intend to be bound by any other agreement except as aforesaid until both agree to and actually execute a formal written Redevelopment Agreement. Neither party may reasonably rely on any promises inconsistent with this section. This paragraph supersedes all other language in this document that may appear to conflict with this section, except the duty of exclusive negotiation described immediately below.

President Hofeld April 20, 2023 Page 3

4. Binding Obligation to Negotiate Exclusively: To induce Developer to proceed with the project, Village will not market the Property during the Due Diligence Period, and shall only negotiate the above-described RDA to completion with Developer.

The Due Diligence Period set out herein may be extended by the mutual agreement of the parties.

Further, Village agrees for a period of 120 days following its execution of this document, that it shall neither solicit nor respond to any offers to purchase the Property from any other party.

Sincerely,

Gene Steinmarch

Accepted and Approved:

Principal Steinmarch Development Corp Napoleon Haney, Manager Village of Homewood, Illinois

Date: 4/2020/23\_

Date: \_\_\_\_\_



#### **BOARD AGENDA MEMORANDUM**

DATE OF MEETING: May 9, 2023

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Angela Mesaros, Director of Economic and Community Development

**Topic:** Special Use Permit for a Salon in B-2 Downtown Transition District for "Beauty Junkie Studios" at 1918 Ridge Road

#### PURPOSE

The applicant, Chanell Dillard, requests a special use permit to operate a salon "Beauty Junkie Studios" within a 900 square foot unit at 1918 Ridge Road in the B-2 Downtown Transition zoning district.

The Homewood Zoning Ordinance classifies salon and spa uses as a special use in the B-2 Downtown Transition District to allow the Planning and Zoning Commission to evaluate each requested special use permit individually, to consider the impact of the proposed use on neighboring properties, and the public need for the proposed use at the subject location.



#### PROCESS

On April 27, 2023, the Planning and Zoning Commission considered the request for a special use permit in a public hearing. Five commission members were present and voted unanimously to recommend approval of the special use permit. As part of the discussion, the Commissioners were concerned that the proposed 10:00 p.m. closing time would mean that customers were in the salon until late night hours. They recommended that the business hours be no later than 7:00 pm, and the applicant agreed to that time.

#### OUTCOME

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

Item 12. D.



- 1. The subject property is a 900 square foot tenant space located at 1918 Ridge Road in the B-2 Downtown Transition District, where a salon is a special use per Table 44-03-04 of the Homewood Zoning Ordinance.
- 2. The proposed business will operate within an existing multi-tenant shopping center that is adequately served by utilities, access, and on-site parking.

#### **FINANCIAL IMPACT**

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

LEGAL REVIEW Completed

#### **RECOMMENDED BOARD ACTION**

Pass an ordinance granting a Special Use Permit for a Salon in B-2 Downtown Transition District for "Beauty Junkie Studios" at 1918 Ridge Road.

ATTACHMENT(S) Ordinance

# ORDINANCE NO. <u>M - 2248</u>

# AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO ALLOW THE OPERATION OF A SALON FOR "BEAUTY JUNKIE STUDIOS" AT 1918 RIDGE ROAD, HOMEWOOD, COOK COUNTY, ILLINOIS

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

WHEREAS, Chanell Dillard, proprietor of "Beauty Junkie Studios" has requested a special use permit for a salon at 1918 Ridge Road; and

WHEREAS, Patrick Brady, owner of the subject property has authorized such request for a special use; and

**WHEREAS,** a salon is a special use in the B-2 Downtown Transition District per Table 44-03-04 of the Homewood Zoning Ordinance; and

WHEREAS, the Homewood Planning and Zoning Commission reviewed and considered the request at its regular meeting on April 27, 2023, voted 5-0 to recommend approval of the requested special use; and

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

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

### SECTION ONE - INCORPORATION OF RECITALS:

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

# SECTION TWO - FINDINGS OF FACT:

- 1. The subject property is 900 square feet of tenant space located at 1918 Ridge Road in the B-2 Downtown Transition District, where a salon is a special use per Table 44-03-04 of the Homewood Zoning Ordinance.
- 2. The proposed business will operate within an existing multi-tenant shopping center that is adequately served by utilities, access, and on-site parking.

# **SECTION THREE - LEGAL DESCRIPTION:**

The subject property is legally described as follows:

Lots 2 and 3 in Robertson and Young's Second Addition to Homewood, being a subdivision of the Northwest 1/4 of the Southeast 1/4 of Section 31, Township 36 North, Range 14 East of the Third Principal Meridian in Cook County, IL.

Permanent Index Numbers: 29-31-400-037-0000 and 29-31-400-038-0000

Common Address: 1918 Ridge Road Homewood, IL 60430

# SECTION FOUR - ISSUANCE OF SPECIAL USE PERMIT:

A special use permit is hereby granted to Chanell Dillard to operate a salon at the above-described property.

# **SECTION FIVE - CONDITIONS:**

1. The applicant may not begin operation of the salon until registering with the village and receiving a business operation certificate from the Finance Department.

# SECTION SIX - DOCUMENTS TO BECOME A PART OF THIS ORDINANCE:

The following documents are hereby made part of this Ordinance:

- a. The Homewood Planning and Zoning Commission minutes of April 27, 2023, as they relate to the subject zoning.
- b. The Homewood Village Board minutes of May 9, 2023, as they relate to this ordinance.

# **SECTION SEVEN - RECORDING:**

The Village Attorney shall record this Ordinance without attachments in the Office of the Cook County Clerk – Recording Division.

PASSED and APPROVED this 9th day of May 2023.

Village President

Village Clerk

AYES: \_\_\_\_ NAYS: \_\_\_\_ ABSTENTIONS: \_\_\_\_ ABSENCES: \_\_\_\_



# **BOARD AGENDA MEMORANDUM**

DATE OF MEETING: May 9, 2023

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Dennis Bubenik, Director of Finance

Topic: IRMA Alternate Delegate

### PURPOSE

The IRMA Pool has provided risk management insurance lines of coverage (auto, liability, worker's compensation, buildings) to the Village of Homewood since the late 1990s. This pool has 70 municipal members and has been the most economical, efficient way for the Village to handle risk management insurance coverage.

### PROCESS

IRMA requires each member to name a Delegate and an Alternate Delegate. One of these two roles would represent the municipal member at meetings of the IRMA Board of Directors, which occur four times per calendar year. The Director of Finance has served as Homewood's Delegate since 2000. With my upcoming retirement, staff requests the Board to appoint incoming Finance Director Amy Zukowski as Delegate effective May 22, 2023, and Assistant Village Manager Tyler Hall as the Alternate Delegate. IRMA requires this action to be formalized through the passage of a resolution by the Board of Trustees.

### OUTCOME

Homewood will have a Delegate and Alternate Delegate for the IRMA Pool as required by the bylaws of the IRMA pool.

### **FINANCIAL IMPACT**

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

LEGAL REVIEW Not Required Item 12. E.



# **RECOMMENDED BOARD ACTION**

Pass a Resolution appointing incoming Director of Finance Amy Zukowski as Delegate effective May 22, 2023, and Assistant Village Manager Tyler Hall as Alternate Delegate to the IRMA pool.

ATTACHMENT(S) Resolution Item 12. E.

#### **RESOLUTION NO. R-3144**

### A RESOLUTION APPOINTING A DELEGATE AND ALTERNATE DELEGATE TO THE INTERGOVERNMENTAL RISK MANAGEMENT AGENCY

WHEREAS, the Village of Homewood adopted the Contract and By-Laws of the Intergovernmental Risk Management Agency by Ordinance and thereby became a member of said cooperative; and

WHEREAS, said contract provides that member units of local government shall by majority vote of its corporate authorities select one (1) person to represent that body on the Board of Directors of said Intergovernmental Agency;

NOW, THEREFORE, BE IT RESOLVED by the CORPORATE AUTHORITIES, of the Village of Homewood, Cook County, Illinois, that Amy Zukowski, Finance Director of the Village of Homewood, is hereby appointed to represent the Village on the Board of Directors of said Intergovernmental Risk Management Agency effective May 22, 2023.

BE IT FURTHER RESOLVED that Tyler Hall, Assistant Village Manager of the Village of Homewood is hereby selected as the alternative representative to serve if Amy Zukowski is unable to carry out her aforesaid duties as the representative of the Village of Homewood to said Intergovernmental Agency.

PASSED by the Board of Trustees of the Village of Homewood, Illinois, this 9th day of May, 2023.

AYES:	
NAYES:	
ABSENT:	

APPROVED by the President of the Village of Homewood, Illinois, this 9th day of May, 2023.

ATTEST:

Village President

Village Clerk

(Seal)



# **BOARD AGENDA MEMORANDUM**

DATE OF MEETING: May 9, 2023

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: John D. Schaefer, Director of Public Works

Topic: Bid Award – Roof Replacement Science Center Annex

# PURPOSE

Award a bid for the roof replacement project at the Science Center Annex, 2018 Ridge Road.

# PROCESS

The Village obtained the building at 2018 Ridge Road as an additional space for the Science Center to conduct activities and create a closer connection to the community. The building was in need of tuckpointing and new roof to make it a useable space for our residents. The first project was to tuckpoint the entire exterior, which was completed at the end of 2022. Before any work can begin on the interior, the roof needs to be replaced. The Village advertised for bids in March 2023 and three contractors attended the mandatory pre-bid meeting on April 5.

The bids were publicly opened and read on April 13, and the following is a tabulation of the two bids received:

Contractor	Total Bid Price
Korellis Roofing Inc.	\$86,953
Metalmaster	\$87,265

# OUTCOME

Korellis Roofing, Inc. of Hammond, IN is the lowest responsible bidder.

### **FINANCIAL IMPACT**

- Funding Source: CIP
- Budgeted Amount: \$210,000

LEGAL REVIEW Not Required Item 12. F.



# **RECOMMENDED BOARD ACTION**

Award the bid for roof replacement at the Science Center Annex, 2018 Ridge Road, to Korellis Roofing, Inc. of Hammond, IN, the lowest responsible bidder, at a cost not to exceed \$86,953, including unit prices of the following; \$7 per square foot wood deck replacement, and \$20 per square foot masonry wall restoration, if needed, for additional unforeseen repairs.



# **BOARD AGENDA MEMORANDUM**

DATE OF MEETING: May 9, 2023

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: John Schaefer, Director of Public Works

Topic: Emergency Purchase / Waive Competitive Bidding – Pump Replacement at Lift Station #4

## PURPOSE

Waive competitive bidding due to an emergency purchase and approve the purchase and installation of a submersible sanitary sewage pump at Lift Station #4.

## PROCESS

A sewage pump at Lift Station #4 had a break down and would not pump. After removing the pump and sending it out to be repaired, it was discovered that the parts needed to repair it are no longer available, as the pump is over 20 years old. In order for Lift Station #4 to remain efficient and have sufficient pumping capacity during heavy storm events, a new pump is required.

# OUTCOME

After contacting several vendors, we found that Flow-Technics of Frankfort, IL has the needed pump available and the necessary hardware to install the pump, whereas other companies needed an estimated lead time of six to twelve months for delivery due to supply issues.

# **FINANCIAL IMPACT**

- Funding Source: Water/Sewer
- Budgeted Amount: \$50,000
- Cost: \$42,590

# LEGAL REVIEW

Not Required

# **RECOMMENDED BOARD ACTION**

Waive competitive bidding due to an emergency purchase; and, approve the purchase and installation of a submersible sanitary pump from Flow-Technics, Inc. of Frankfort, IL, in an amount not to exceed \$42,590.

# ATTACHMENT(S)

Quote from Flow-Technics, Inc.

Item 12. G.

Item 12. G.

Quote



181 Ontario Street Frankfort, Illinois 60423 Phone (815) 277-2600 Fax (815) 534-5311 
 Page
 1/1

 Order
 QTE00002674

 Date
 5/3/2023

Bill To: VILLAGE OF HOMEWOOD 2020 CHESTNUT ROAD HOMEWOOD IL 60430 Ship To: VILLAGE OF HOMEWOOD 17755 S. ASHLAND AVENUE HOMEWOOD IL 60430

Purchase Order No. VERBAL - ERIC FRITZ		No.	Customer ID Salesperson		Shipping Method Pay	Payment Te	Payment Terms		Req Ship Date	
		RITZ	HOM01	PATRICK CARNEY	BEST	NET 30				
Order	Shipped	B/O	Item Number		Description		U/M	Unit Price	Ext. Price	
1	1	0	XFP255J-CB2-PE520/6	5 10" PUMP AXF74T3551H 4500GPM @ 4 460V 3PHASE			EA	\$31,085.00	\$31,085.00	
1	1	0	FABRICATION	NEW BASE, GU	FABRICATION NEW BASE, GUIDE BRACKET, LIFTING BAIL AND HARDWARE, PAINTED.		EA	\$7,000.00	\$7,000.00	
1	1	0	MOS-1P	MOS MODULE	MOS MODULE - 100k SEAL/KLIXON THERMAL		EA	\$290.00	\$290.00	
1	1	0	PB-12P	12 PIN SOCKE	T FOR MOS RELAY		EA	\$20.00	\$20.00	
30	30	0	6447	CHAIN 3/8" 31	16SS - 5,500 LBS		FT	\$18.50	\$555.00	
2	2	0	7350SF-5/16"	QUICK LINKS			EA	\$20.00	\$40.00	
3.00	3.00	0.00	START-UP SERVICE	START-UP INSTALLATION AND START-U	n, wiring of mos mo	ODULE	DAY	\$1,200.00	\$3,600.00	

	Subtotal	\$42,590.00
FREIGHT IS PREPAY AND ADD.	Misc	\$0.00
TAG: HOMEWOOD.	Тах	\$0.00
	Freight	\$0.00
	Total	\$42,590.00



# **BOARD AGENDA MEMORANDUM**

DATE OF MEETING: May 9, 2023

To: Village President and Board of Trustees

From: Napoleon Haney, Village Manager

Topic: Village Attorney Legal Services Retainer Agreement

# PURPOSE

Attorney Chris Cummings of Christopher J. Cummings, PC has served as Homewood's Village Attorney for a number of years. Attorney Cummings provides timely, accurate, effective, and efficient legal services for Homewood. Staff recommends that Attorney Cummings' retainer agreement be renewed for two years, effective May 1, 2023 through April 30, 2025.

# PROCESS

We have needed to utilize Chris Cummings' legal services more frequently over the past several years. Chris is a critical component of our procedural workflow; specifically, in the review and drafting of economic development incentive agreements, land purchase and sale agreements, new TIF district documents. Attorney Cummings also participates in weekly staff meetings, where he is needed to review and discuss items that have critical legal components.

Attorney Cummings' expiring retainer amount was fixed during the past two years. A 10% retainer increase for municipal legal work was included in the recently passed budget. Attorney Cummings' retainer renewal reflects this budget increase.

The legal services retainer renewal agreement includes a fixed monthly cost for Attorney Cummings' work related to prosecutions before the Circuit Court. Costs associated with representing the Village in litigations will be billed at Chris' current hourly rate of \$210 per hour. To provide context to Attorney Cummings' many deliverables related to this renewal, staff included a list of *some* of Attorney Cummings' services below.

- attendance at all Village Board meetings;
- attendance at Planning and Zoning Commission meetings, upon request of the Village Manager;
- review and supervise recording of all liens, releases, plats, and ordinances; with the County Clerk recording division;
- assist in responding to Freedom of Information inquiries, upon request;
- provide FOIA and Open Meetings Act training, upon request;
- provide legal opinions, interpretations, and guidance to Village staff and Board of Trustees as requested;



- act as municipal appointee on the Homewood Fire Pension Board and Homewood Police Pension Board;
- negotiate and prepare economic incentive agreements;
- represent the Village in all real estate transactions, including purchases, sales, tax divisions, and complaints for tax exemption;
- draft ordinances and resolutions as required, and review ordinances and resolutions prepared by staff;
- review contracts, agreements, and other legal obligations of the Village;
- review meeting minutes for the Village Clerk;
- act as counsel to the local liquor commissioner, including preparation of charges and attendance at liquor violation hearings;

# OUTCOME

Attorney Cummings is an adamant professional who takes great pride in his service to the Homewood community. Staff collectively recommends the renewal of this general retainer agreement.

# **FINANCIAL IMPACT**

The annual cost for Attorney Cumming's legal service covered by the retainer is \$186,120. Of this amount, \$148,500 comes from the general fund, \$25,000 comes from the water/sewer fund and \$21,000 comes from the general fund to cover the costs of prosecutions that may come before the circuit court.

- Funding Source: General Fund) & Water/Sewer fund
- Budgeted Amounts:
  - \$148,500 Legal Services (General fund) includes budgeted 10% increase
  - \*\$21,000 Prosecutions (General fund) includes budgeted 10% increase
  - \$25,000 Legal Services (Water/Sewer fund)
  - \$194,500 total budgeted

\*This amount is budgeted in the general fund for Prosecution Services. Listed in the agreement as "Prosecutions before Circuit Court" at \$1,760 per month.

Total Retainer Cost: \$186,120

# **LEGAL REVIEW**

Completed

# **RECOMMENDED BOARD ACTION**

Approve the renewal of a General Retainer Agreement for legal services with Christopher J. Cummings, P.C. of Homewood, IL for a minimum of two (2) years (May 1, 2023 through April 30, 2025); and, authorize the Village Manager to execute the General Retainer Agreement.



ATTACHMENT(S) Retainer agreement

# Fee Agreement for General Retainer and Other Legal Services Christopher J. Cummings, P.C.

1. Parties:

The parties to this Agreement are Christopher J. Cummings, P.C. ("the Firm") and the Village of Homewood ("Client").

2. Term:

Effective May 1, 2023 through April 30, 2025.

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

3. Acknowledgment:

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

4. General Retainer Services to be Provided:

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

- attendance at all Village Board meetings;
- attendance at Planning and Zoning Commission meetings, upon request of the Village Manager;
- attendance at staff meetings, upon request of the Manager;
- act as municipal appointee on the Homewood Fire Pension Board and Homewood Police Pension Board;
- negotiate and prepare economic incentive agreements;
- represent the village in all real estate transactions, including purchases, sales, tax divisions, and complaints for tax exemption;
- draft ordinances and resolutions as required, and review ordinances and resolutions prepared by staff;
- review contracts, agreements and other legal obligations of the Village
- review meeting minutes for the Village Clerk;
- act as counsel to the local liquor commissioner, including preparation of charges and attendance at liquor violation hearings;

- review and supervise recording of all liens, releases, plats, and ordinances with the County Clerk recording division;
- assist in responding to Freedom of Information inquiries, upon request;
- provide FOIA and Open Meetings Act training, upon request;
- provide legal opinions, interpretations, and guidance to Village staff and Board of Trustees as requested;
- advise Village staff and Board of Trustees on state, county and federal legislation affecting the Village
- emails, phone calls, meetings, and correspondence as requested;
- other duties as requested by the Village Manager.
- 5. Other Legal Services Not Covered in the General Retainer Services:

A. Representation of the Village in litigation matters. (billed hourly)B. Prosecution of minor traffic offenses on behalf of the Village in the Circuit Court of Cook County. (billed separately)C. Prosecution of ordinance and building code violations under the Village's administrative adjudication program. (billed hourly)

6. Consideration to be Paid by Client to This Firm:

A. General Retainer Services:	\$13,750.00 per month
B. Prosecutions before the Circuit Court:	\$1,760.00 per month
C. Services not included in General Retainer:	\$210.00 per hour

7. Expense reimbursement:

The Client will reimburse or pay the following costs incurred by the Firm on its behalf:

- A. Monthly Lexis online research database cost.
- B. Out-of-pocket disbursements incurred by this Firm on behalf of the Client, such as transportation expenses, messenger and express delivery services, court costs, etc.
- C. Annual subscription to West's Illinois Vehicle Code
- D. Annual membership in the Illinois Local Government Lawyer's Association and the International Municipal Lawyer's Association
- E. Tuition for municipal-related continuing legal education courses or seminars, not to exceed \$750.00 per year, subject to prior approval by the Village Manager

8. Statements:

Fee and expense statements are rendered monthly and are payable within 21 days after they are rendered. The Firm will provide monthly invoices detailing all work done on the Client's behalf.

AGREED BY: Christopher J. Cummings, P.C. Village of Homewood By: \_\_\_\_\_\_\_ By: \_\_\_\_\_\_ Christopher J. Cummings By: \_\_\_\_\_\_ Date: \_\_\_\_\_\_ Date: \_\_\_\_\_\_



# **BOARD AGENDA MEMORANDUM**

DATE OF MEETING: May 9, 2021

To: Village President & Board of Trustees

From: Napoleon Haney, Village Manager

Topic: Village of East Hazel Crest Water Sale and Purchase Agreement

### PURPOSE

After the Village made the decision to change its water supplier from the City of Harvey to the City of Chicago Heights, staff spoke with the Village of East Hazel Crest (2020 Census population of 1,297) regarding their desire to purchase water from us. Staff worked with Village Attorney Chris Cummings to negotiate a water sale and purchase agreement that is now ready for Village Board approval.

## PROCESS

Per the Village's agreement with the City of Chicago Heights, our water supplier, the Village of Homewood is required to request for and receive permission to sell water to other municipalities. On February 15, 2023, the City of Chicago Heights passed Resolution Number 2023-9 approving the Village of Homewood to sell water to the Village of East Hazel Crest.

The basic terms of the agreement with the Village of East Hazel Crest are the same or similar to the terms we have in our agreement to sell water to the Village of Flossmoor with only a difference in the length of the agreement. The Village's water agreement with Flossmoor is for 24 years. The term of the agreement with East Hazel Crest is ten (10) years with East Hazel Crest having the option to extend the agreement for two (2) additional five-year periods.

The total base rate for East Hazel Crest is \$4.75 per 1,000 gallons. This rate includes the amount Hammond charges Chicago Heights for water (\$2.05/1,000 gallons), the amount Chicago Heights charges us to deliver water (\$2.00/1,000 gallons), and our cost to deliver water to East Hazel Crest (\$0.70/1,000 gallons). This rate will increase annually on July 1<sup>st</sup> of every year by the increase in the Consumer Price Index and cannot be less than one 1% nor more than 3%.

# OUTCOME

Approval of the water sale and purchase agreement allows Homewood to supply East Hazel Crest with safe and reliable water at a rate less than what they are charged by Harvey and with long-term stable annual increases.

Item 12. I.



# **FINANCIAL IMPACT**

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

# **LEGAL REVIEW**

Completed

# **RECOMMENDED BOARD ACTION**

Pass an ordinance approving the water sale and purchase agreement between the Village of Homewood and the Village of East Hazel Crest.

# ATTACHMENT(S)

- Homewood's Ordinance approving a water sales contract with East Hazel Crest
- Water sale and purchase agreement between Homewood and East Hazel Crest
- City of Chicago Heights Resolution authorizing Homewood to sell water to East Hazel Crest

### ORDINANCE NO. M- 2249

# AN ORDINANCE APPROVING A WATER SALES CONTRACT WITH THE VILLAGE OF EAST HAZEL CREST, COOK COUNTY, ILLINOIS

WHEREAS, the Village of Homewood, Cook County, Illinois ("Homewood") and the Village of East Hazel Crest, Cook County, Illinois ("East Hazel Crest") are each duly organized, and validly existing municipalities created under the Constitution of the State of Illinois and the laws of the State; and

WHEREAS, Homewood entered into a Water Sale and Purchase Agreement with the City of Chicago Heights, Cook County, Illinois on July 28, 2020, to purchase Lake Michigan Water ("Water") necessary to supply Homewood's residential, commercial and industrial users, including sufficient quantities for resale to East Hazel Crest; and

WHEREAS, Homewood has proposed, and East Hazel Crest has agreed to purchase Water from Homewood to meet the needs of its Water users, provided East Hazel Crest's needs do not exceed its Illinois Department of Natural Resources Water allocation; and

WHEREAS, Homewood and East Hazel Crest have entered into the attached Water Sale and Purchase Agreement, setting forth the terms, conditions, and responsibilities of each community regarding the sale and purchase of Water.

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

## SECTION ONE – INCORPORATION OF RECITALS:

The recitals set forth above are incorporated herein as if restated in this Section One.

# SECTION TWO - CONTRACT APPROVAL:

The Water Sale and Purchase Agreement Between the Village of Homewood, Cook County, Illinois and the Village of East Hazel Crest, Cook County, Illinois attached as Exhibit A is approved and the Village Manager, Director of Public Works, and Village staff are authorized to undertake all actions required to implement its terms.

# **SECTION THREE – EFFECTIVE DATE:**

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

PASSED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2023.

Village President

ATTEST:

Village Clerk

AYES: \_\_\_\_\_ ABSTENTIONS: \_\_\_\_\_ ABSENCES: \_

# STATE OF ILLINOIS ) ) SS COUNTY OF COOK )

I, the undersigned do certify that I am the Village Clerk of the Village of Homewood, Cook County, Illinois, and as such I am the keeper of the records and files of the President and Board of Trustees of the Village.

I do further certify that the attached and foregoing is a correct copy of an ordinance M-\_\_\_\_\_ entitled:

# AN ORDINANCE APPROVING A WATER SALES CONTRACT WITH THE VILLAGE OF EAST HAZEL CREST, COOK COUNTY, ILLINOIS.

as adopted by the President and Board of Trustees of the Village of Homewood at its regularly convened meeting held on \_\_\_\_\_\_, 2023, and as signed by the President of the Village on \_\_\_\_\_\_, 2023, all as appears from the official records of the Village in my care and custody.

In witness whereof, I have affixed my official signature and the corporate seal of the Village of Homewood, Illinois on \_\_\_\_\_\_, 2023.

Village Clerk

(SEAL)

# WATER SALE AND PURCHASE AGREEMENT BETWEEN THE VILLAGE OF HOMEWOOD, COOK COUNTY, ILLINOIS AND THE VILLAGE OF EAST HAZEL CREST, COOK COUNTY, ILLINOIS

THIS AGREEMENT is entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2023, by and between the Village of Homewood, Cook County, Illinois, a non-home rule municipality of the State of Illinois ("*Homewood*") and the Village of East Hazel Crest, Cook County, Illinois, a home rule municipality of the State of Illinois ("*East Hazel Crest*").

#### **ARTICLE I: RECITALS**

- 1.1 *Source of Water Supply to Homewood.* Homewood entered into a Water Sale and Purchase Agreement with the City of Chicago Heights, Cook County, Illinois, a home-rule municipality of the State of Illinois ("*Chicago Heights*"), on July 28, 2020, a copy of which is attached hereto as *Exhibit A* (the "*Chicago Heights Contract*") providing for the purchase of a supply of Lake Michigan Potable Water (as hereinafter defined) from Chicago Heights sufficient to annually supply Homewood's residential, commercial and industrial users, including sufficient quantities to annually resell water to East Hazel Crest in amounts not to exceed the annual Illinois Department of National Resources (IDNR) allocation in effect, from time to time, including any allowable excess for both Homewood and East Hazel Crest.
- 1.2 Source of Water Supply of Chicago Heights. Chicago Heights is able to provide Lake Michigan Potable Water to Homewood for resale to East Hazel Crest as a wholesale purchaser pursuant to a certain Purchase Agreement between the City of Chicago Heights, Illinois and the Civil City of Hammond, Indiana ("Hammond") dated February 14, 2013, as amended September 6, 2018 and July 1, 2020 (the "Hammond Contract"). Hammond is a wholesale purchaser of Lake Michigan Potable Water from the Hammond Water Works

Department which operates a complete water works system providing intake, treatment and transmission of Lake Michigan Potable Water. Pursuant to the Hammond Contract, Chicago Heights was assigned a water supply capacity sufficient to supply Homewood, Flossmoor and East Hazel Crest with adequate quantities of Lake Michigan Potable Water and has agreed to secure adequate quantities of Lake Michigan Potable Water from Hammond for any future water supply contracts Chicago Heights may approve.

- 1.3 East Hazel Crest Contract with Homewood. East Hazel Crest is authorized by law to enter into this Agreement with Homewood and to purchase Lake Michigan Potable Water as required for its residential and commercial users within and without its territorial limits so long as it does not exceed the allocation established by IDNR, from time to time, including any allowable excess pursuant to the conditions of the IDNR and the terms hereof. For purposes of this agreement, East Hazel Crest's residential and commercial users shall include all East Hazel Crest water customers within East Hazel Crest's territorial limits and those customers outside of East Hazel Crest's territorial limits currently served by the East Hazel Crest water system.
- 1.4 *Representations by Homewood.* Homewood is authorized by law to enter into and carry out the terms of this Agreement and has contracted with Chicago Heights to obtain sufficient Lake Michigan Potable Water for the purpose of reselling to East Hazel Crest during the term of this Agreement.
- 1.5 Approval to Sell Water to East Hazel Crest. Chicago Heights has formally approved Resolution 2023-9 on February 15, 2023 authorizing the Village of Homewood to resell water to the Village of East Hazel Crest.

#### **ARTICLE II. DEFINITIONS**

For purposes of this Agreement, the following definitions shall apply:

- Point of Connection/Point of Delivery. At the water meter owned by Homewood in the vault at a mutually acceptable location to be identified in the future by East Hazel Crest.
- *Hammond*: The Civil City of Hammond, Indiana.
- *East Hazel Crest Supply Line*. The water line supplying the East Hazel Crest water system located in East Hazel Crest.
- Adjusted Base Rate: The annual adjustment in the Total Base Rate as provided in Article IX.
- Hammond Water Base Rate. The cost per 1,000 gallons charged by Hammond to Chicago Heights for resale to Homewood under the Hammond Contract.
- Chicago Heights Delivery Rate: The cost per 1,000 gallons charged by Chicago Heights to Homewood for delivery of Lake Michigan Potable Water to Homewood, adjusted annually as provided in Exhibit A.
- Homewood Delivery Rate: The cost per 1,000 gallons charged by Homewood to East Hazel Crest shall be \$4.75 through June 2023. Effective July 2023, this rate shall be adjusted annually as provided in Article IX.
- Peak Hours: 6:00 a.m. to 10:00 p.m.
- *Off-Peak Hours*: 10:00 p.m. to 6:00 a.m. the following day.
- *Total Base Rate*: The sum of the Hammond Water Base Rate, the Chicago Heights
   Delivery Rate and the Homewood Delivery Rate, calculated annually.
- Water or Lake Michigan Potable Water. Water from Lake Michigan which has been filtered and treated in accordance with regulations and requirements of the United States Environmental Protection Agency, the Indiana Department of Environmental

Management, and the Illinois Environmental Protection Agency such that it is safe for drinking.

### **ARTICLE III. WATER SERVICES.**

- 3.1 *Purchase and Sale*. East Hazel Crest agrees to purchase Water from Homewood. Homewood agrees to sell and deliver Water to East Hazel Crest pursuant to the terms herein at the Point of Connection/Point of Delivery. East Hazel Crest agrees not to sell any Water to any additional customers beyond those identified in paragraph 1.3 above without Homewood's consent.
- 3.2 *Chicago Heights Contract*. East Hazel Crest acknowledges that it has reviewed the Chicago Heights Contract. Homewood agrees it shall not take any action to reduce the amount of Water supplied by Chicago Heights to Homewood for resale to East Hazel Crest.
- 3.3 Maintenance. Homewood shall maintain, at its sole cost and expense, the pumps, storage facilities, valves, and related equipment used to receive Water from Chicago Heights and to deliver Water to East Hazel Crest at the Point of Connection/Point of Delivery. Homewood agrees not to sell Water to any other customer without confirmation that the capacity required by East Hazel Crest is maintained in the allocation of Water and supply capacity from Chicago Heights and Hammond.
- 3.4 *Responsibility for Maintenance*. East Hazel Crest and Homewood shall furnish, install, operate and maintain their respective delivery and transmission systems located within their territorial boundary limits. Homewood shall, at no time, be obligated to perform any act inside the corporate boundaries of East Hazel Crest.
- 3.5 *Exclusive Water Vendor*. Subject to the provisions of Sections 4.3(a) and 4.5 below, East Hazel Crest shall purchase its potable water supply exclusively from Homewood, to the

exclusion of all other water vendors except in the event of an emergency that precludes Homewood from meeting its water delivery obligations to East Hazel Crest hereunder. Homewood shall advise East Hazel Crest as soon as reasonably possible under the circumstances should such an emergency arise. Homewood shall also advise East Hazel Crest once the emergency has been resolved and Homewood delivery has resumed, at which time delivery from an emergency source to East Hazel Crest shall cease.

### **ARTICLE IV. WATER ALLOCATIONS.**

- 4.1 *Delivery of Allocations*. The quantities of Water to be supplied to East Hazel Crest pursuant to Article III, on an annual basis, shall be in an amount allocated to East Hazel Crest by the IDNR including any allowable excess.
- 4.2 *Use of Allocations*. East Hazel Crest shall use its best efforts to not use Water, on an annual basis, in excess of its allocation.
- 4.3 *Cross-Connections; Change in East Hazel Crest Boundaries.*

(a) Homewood understands that East Hazel Crest, in the future, may have crossconnections between its water transmission system and those of other communities, and, may, from time to time, hereafter relocate, add, or delete such connections. Homewood further understands that the purpose thereof is to enable East Hazel Crest to engage in mutual assistance programs with such municipalities, to furnish water or to receive water in an emergency. Nothing herein shall be construed to limit East Hazel Crest's right to engage in such mutual assistance programs.

(b) At such time as territory is annexed to East Hazel Crest, consumers within such territory may be sold Water hereunder.

(c) At such time as territory is disconnected from East Hazel Crest and annexed to another municipality, East Hazel Crest may continue to sell Water to consumers located in such territory until the right of such consumers to purchase water from East Hazel Crest is terminated as provided in Section 7-1-37 of the Illinois Municipal Code (65 ILCS 5/7-1-37) or as such statute may, from time to time, be amended.

(d) At such time as territory is disconnected from East Hazel Crest but not annexed to another municipality, East Hazel Crest may, in its discretion, continue to sell Water to consumers located in such territory.

- 4.4 *IDNR Allocations*. Homewood and East Hazel Crest shall notify each other of changes to their IDNR allocations.
- 4.5 *Emergency*.

(a) If for any reason, including unexpected failure or malfunction in the water distribution systems of Hammond, Chicago Heights, or Homewood, Homewood is unable to furnish Water in the quantities required to be furnished from time to time to East Hazel Crest, Homewood shall use due diligence during any such occurrence to provide Water (insofar as practicable) to East Hazel Crest. Homewood shall immediately request that its Water supplier promptly take such actions, including making and expediting repairs or adjustments as are necessary, to restore delivery to East Hazel Crest of the Water to be furnished from time to time to time under this Agreement.

(b) Homewood shall, as soon as reasonably possible under the circumstances, give East Hazel Crest notice of leaks, malfunctions, or any other unplanned conditions that might impact Homewood's ability to provide Water to East Hazel Crest or otherwise cause Homewood to temporarily shut down any portion of its supply source for Water to be

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supplied to East Hazel Crest for a period of more than two (2) hours. The notice shall include the nature of the problem and whether its source is believed to be Hammond, Chicago Heights, or its own Water supply system and any plan to respond to the problem, and any known and estimated timelines for resolving the problem. Homewood recognizes and agrees that notice to East Hazel Crest pursuant to this paragraph is crucial to the public health and safety as it allows East Hazel Crest to begin preparations as may be necessary to ensure adequate supply capacity, including but not limited to: (1) notifying East Hazel Crest water users; (2) placing limitations on water usage; (3) increasing its storage; (4) notifying neighboring municipalities with whom East Hazel Crest may have the emergency cross connections about the potential need to open and operate such emergency cross connections.

(c) Homewood shall provide East Hazel Crest at least fourteen (14) days written notice of any planned maintenance and repair activities which will result in removing from service any portion of the water main, pumps, or storage facilities by which Homewood obtains the supply of Water sold to East Hazel Crest for a period of two (2) hours or more. The notice shall include the nature of the planned work being performed; identify the equipment or items being removed from service; advise of the time for which the equipment is estimated to remain off-line and, whether the planned work is being performed by Hammond, Chicago Heights or Homewood.

(d) Any limitation on water usage or water supply imposed upon East Hazel Crest shall be no more restrictive than the limitations placed on Homewood's users of Water.

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#### ARTICLE V. DELIVERY AND STORAGE.

- 5.1 *Delivery of Water Supply*. Homewood shall deliver Water to East Hazel Crest at the Point of Connection/Point of Delivery.
- 5.2 *Commencement of Delivery*. Homewood shall commence delivery of Water to East Hazel Crest pursuant to the terms of this Agreement once East Hazel Crest has installed a connection to the Homewood water distribution system as provided in paragraph 5.4(a) below.
- 5.3 Pressure.

(a) Homewood shall maintain pressure satisfactory for its own Water users in the immediate area of the Point of Delivery/Point of Connection, these same pressures therefore being available for the service to East Hazel Crest. Homewood shall furnish Water to East Hazel Crest at a minimum pressure of 30 P.S.I.

(b) Homewood shall in no event be responsible to East Hazel Crest, nor shall any right of action arise or exist against Homewood in favor of East Hazel Crest or any of its users by reason of variations in the main pressure at the Point of Delivery/Point of Connection of such Water caused by East Hazel Crest, and East Hazel Crest shall hold Homewood harmless and indemnify Homewood from any and all claims relating to variations in main pressure at the Point of Delivery/Point of Connection of such Water caused by East Hazel Crest.

(c) East Hazel Crest shall in no event be responsible to Homewood nor shall any right of action arise or exist against East Hazel Crest in favor of Homewood by reasons of variation in the main pressure at the Point of Delivery/Point of Connection of Water caused by Homewood, and Homewood shall hold East Hazel Crest harmless and indemnify East Hazel Crest from any and all claims relating to variations in the main pressure at the Point of Delivery/Point of Connection of Water caused by Homewood.

### 5.4 East Hazel Crest Facilities.

(a) East Hazel Crest shall provide, operate, maintain, repair, replace, improve and expand transmission mains, pumps, appurtenance and any other necessary equipment, on its distribution system that it either now has or is in the process of providing, and any other necessary equipment to ensure itself that it can receive and distribute Water to its users.

(b) If East Hazel Crest desires to construct additional facilities to carry Water from the Point of Delivery/Point of Connection and/or from some other point or points to and through its own distribution system to serve its customers, all such extensions, pumps, equipment and system shall be furnished, installed, operated and maintained by East Hazel Crest. Homewood shall not have control, responsibility, or any duty to maintain any such equipment or system. East Hazel Crest shall not expand or relocate the East Hazel Crest Supply Line without Homewood's consent.

#### **ARTICLE VI. WATER QUALITY.**

(a) Homewood shall supply East Hazel Crest at the Point of Delivery/Point of Connection with Water of a quality commensurate with that furnished by Homewood to its own customers. At a minimum, all Water furnished to East Hazel Crest at the Point of Delivery/Point of Connection shall meet all applicable water quality standards established by any state or federal regulatory agency with jurisdiction over Homewood.

(b) If the Water fails to meet the minimum water quality standards at Point of Delivery/Point of Connection as provided above, Homewood shall, after receiving notice, take immediate action to correct any such water quality deficiency.

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(c) Homewood shall bear no responsibility for quality of Water beyond the Point of Delivery/Point of Connection.

(d) East Hazel Crest and Homewood shall each notify the other as promptly as practicable of any failure of Water to meet the water quality standards set by the United States or State Environmental Protection Agency in either Party's system. Notifications under this Section shall be given directly to each community's Director of Public Works or their designee, the Village Manager/Village Administrator or their designee, the Village President of Homewood, and the Mayor of East Hazel Crest.

(e) Homewood shall not be responsible to East Hazel Crest for any non-compliant water that might exist in the Water furnished under this Agreement that is caused by and arises in any distribution system of East Hazel Crest. The Parties recognize and acknowledge that currently, (i) the source of Water supply is Lake Michigan at the boundary of Hammond with Lake Michigan and, thereafter, to Chicago Heights then to Homewood and then to East Hazel Crest; and, (ii) both Parties are familiar with the conditions existing at the source.

(f) If East Hazel Crest causes any non-compliant water to be distributed in its water system, the Parties shall promptly investigate the condition and East Hazel Crest shall promptly remedy and remove any such condition. If the remedying of the existence of noncompliant water requires work to be done within Homewood's system, then East Hazel Crest promises and agrees to reimburse and indemnify Homewood directly for such remedial work required in its system and the damages resulting therefrom.

(g) If Homewood causes any non-compliant water to be distributed in the system of East Hazel Crest, the Parties shall promptly investigate the condition, and Homewood shall

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promptly remedy and remove any such condition. If the remedying of the existence of noncompliance water requires work to be done by East Hazel Crest on East Hazel Crest's system, then Homewood promises and agrees to reimburse and indemnify East Hazel Crest directly for such remedial work required in its system and the damages resulting therefrom. (h) If the Parties identify non-compliant water in both systems, the respective Parties shall promptly investigate the condition and causation and remove such causation and remedy the condition. Each Party agrees to reimburse and indemnify the other Party should it be determined to have been caused by the other Party. If it is determined that the cause was from that portion of the Chicago Heights system that supplies Homewood, Homewood shall promptly notify Chicago Heights to promptly remove the causation and condition and shall, if practicable, seek financial reimbursement for both Homewood and East Hazel Crest should either community need to take action to remedy the condition in their respective systems. Any cost incurred in seeking financial reimbursement from Chicago Heights shall be shared by Homewood and East Hazel Crest in proportion to each community's water usage for the previous 12 months. If Homewood sells water to any community in addition to East Hazel Crest, the amount sold to those communities shall be attributed to Homewood in calculating its proportionate share under this paragraph.

#### ARTICLE VII. WATER STORAGE.

7.1 Storage Capacity. East Hazel Crest shall provide and maintain at all times during the term of this Agreement water storage of sufficient capacity to store not less than 1.5 times the average daily usage of water from time to time in effect for East Hazel Crest (per IEPA Title 35, Subtitle F, Section 653.110). If East Hazel Crest's storage capacity falls below this capacity for a reason that is unrelated to the temporary removal of a storage facility for

repairs or maintenance, East Hazel Crest shall construct and provide additional storage that is sufficient to increase its storage to the required amount.

7.2 *Interruption of Delivery.* If the supply from Homewood is, for any reason, temporary unavailable, East Hazel Crest shall utilize its water storage capacity or any available emergency connection which meets all required standards to supply East Hazel Crest during such outage to minimize strain on Homewood's water system.

#### **ARTICLE VIII. MEASUREMENT.**

- 8.1 Point of Delivery/Point of Connection. Homewood shall measure the quantity of Water furnished to East Hazel Crest under this Agreement during each hour of each day at the Point of Delivery/Point of Connection. The unit of measurement shall be gallons of water, U.S. Standard Liquid Measure, or such other unit of measurement as the Parties may agree in writing.
- 8.2 *Measuring Devices*. The measuring devices, together with a meter housing or other suitable meter enclosure, structure or building to house them, all as described in Exhibit B (collectively, the "Devices"), shall be used at the Point of Delivery/Point of Connection for the purpose of controlling, measuring, and recording the quantity of Water furnished under this Agreement and of transmitting and recording pressures and other required operational information to Homewood and East Hazel Crest. The Devices shall be compatible with each other's SCADA systems and shall be capable of reporting said measurements/readings/data as required to both Homewood and East Hazel Crest. A remote terminal unit (RTU) compatible with both Homewood and East Hazel Crest's system and programmed by Homewood shall be provided in the meter enclosure to facilitate communication to the East Hazel Crest system. The Devices shall be subject to

the approval of both Homewood's and East Hazel Crest's engineers. *Exhibit B* shall be a complete set of working drawings of the Devices prepared and provided to each other subsequent to the execution of this Agreement. *Exhibit B* may be amended from time to time by the Parties. Data reflecting storage volume and flow rate at Homewood's Point of Delivery from Chicago Heights, Homewood pumping stations and reservoirs shall be made available to East Hazel Crest to view but not to operate.

- 8.3 *Chicago Heights Second Pipeline*. Homewood agrees to share with East Hazel Crest the engineering study to be undertaken by Chicago Heights regarding potential installation of a second water delivery pipeline beneath the Calumet River.
- 8.4 *Access to Devices*. Representatives of Homewood and East Hazel Crest shall have access at all reasonable times to all Devices for examination, inspection and testing.
- 8.5 *Calibration of Devices.* Homewood shall annually calibrate the accuracy of each of the meters and appurtenant equipment for the purpose of measuring the supply of Water furnished under this Agreement. The results of any such inspection and calibration shall be promptly provided to East Hazel Crest.
- 8.6 *Readings/Estimates*. The readings made of the meters for the purpose of billing East Hazel Crest shall be made by Homewood on the first business day of every calendar month and promptly provided to East Hazel Crest. The amount of Water purchased and sold shall be determined by the meter readings installed at the Point of Delivery/Point of Connection, as aforesaid, and East Hazel Crest shall pay for the amount of Water as shown by such readings at the rates hereinafter provided. If such meter or meters malfunction or fail to operate properly for a period of thirty (30) days or more, until such meter(s) are repaired or replaced, then the Parties shall compute the water delivered and not metered on the basis

of the water readings for the same month of the previous year, and the daily average for such period shall be used as the basis for computing the amount of Water delivered and not metered, and the amount to be paid for such unmetered period shall be based upon such computation.

### ARTICLE IX. WATER RATES.

- 9.1 Total Base Rate. As of May 2023, the Total Base Rate charged to East Hazel Crest shall be \$4.75 per 1,000 gallons. ("Total Base Rate") The Total Base Rate includes the Hammond Water Base Rate in effect at that time (\$2.05 per 1,000 gallons), the Chicago Heights Delivery Rate in effect at that time (\$2.00 per 1,000 gallons), and the Homewood Delivery Rate in effect at that time for its water customers of \$0.70 per 1,000 gallons.
- 9.2 Annual Rate Adjustments.

(a) The Total Base Rate, excluding any surcharge or tax imposed by a third-party pursuant to Section 9.3, shall be adjusted annually beginning July 1, 2023 and each year thereafter by increasing the Total Base Rate by the increase in the Consumer Price Index-For All Urban Consumers (CPI-U) for the preceding 12-month period ("Adjusted Base Rate"), provided, however, that the amount of the annual increase to the Total Base Rate shall not be less than one percent (1%) and shall not be more than three percent (3%), irrespective of the actual change in the CPI-U. Each annual increase thereafter in the Adjusted Base Rate shall be cumulative of the preceding annual increase; and shall include the same percentage adjustment as made to the Total Base Rate charged by Chicago Heights to Homewood. Homewood agrees to annually notify East Hazel Crest of the percentage increase in Adjusted Rate Base as soon as it receives notice of the percentage increase from Chicago Heights.

(b) Homewood shall give East Hazel Crest annual written notice of any increase in the Rate at least thirty (30) days prior to the effective date of the modification of the Total Base Rate.

(c) East Hazel Crest agrees that, with respect to any future rate adjustments imposed by a third party, including, but not limited to, modifications of the Hammond Water Base Rate or the Chicago Heights Delivery Rate, in the event any approval is required by law, that East Hazel Crest will, without objection, join any petition rate schedule, tariff, or other documents or proceedings which may be necessary to be filed with any public body. Further, East Hazel Crest agrees to abide by such adjusted rate and to pay same.

- 9.3 *Surcharge or Tax.* No surcharge fee or tax shall be added to the Total Base Rate provided for in this Agreement by Homewood, except that, in the event a tax or other fee is imposed on Chicago Heights or Homewood by a third-party government authority with respect to its sale of Water under this Agreement, such tax or fee will immediately be added to the Total Base Rate charged to East Hazel Crest.
- 9.4 Adjustment for unanticipated delivery costs. If a new statute, regulation, or requirement is imposed on Homewood by a third-party government authority over which Homewood has no control and that results in increased cost of treating, storing, or delivering water to East Hazel Crest, this increased cost shall be added to the delivery charge assessed to East Hazel Crest by Homewood in proportion to East Hazel Crest's use of the Homewood water system. Before assessing East Hazel Crest for these increased costs, Homewood shall, as soon as reasonably possible, inform East Hazel Crest of the new requirement, how Homewood proposes to meet that obligation, and the costs involved. The parties shall negotiate how assessment of the increased cost shall be implemented.

9.5 *Customer Charges*. Homewood shall have no right to determine charges for Water furnished by East Hazel Crest to its customers.

#### **ARTICLE X. BILLING.**

10.1 Monthly Billing.

(a) Homewood shall bill East Hazel Crest each month for the Water used each month and East Hazel Crest promises to pay such statement in full without discount within thirty
(30) days after the receipt of such bill. Late charges shall be assessed against East Hazel Crest at the rate of five percent (5%) solely on the past due amount.

(b) If Homewood shall be required to alter, amend or establish a new rule or rules, by order of the State of Illinois, then the existing rules of Homewood and such alterations, amendments, or new rules, shall apply and govern the Parties hereto.

(c) East Hazel Crest agrees to budget annually sufficient money to pay for the Water furnished by Homewood and will charge sufficient rates to provide adequate funds for the payment of Water furnished by Homewood.

(d) If East Hazel Crest shall refuse, neglect or fail to promptly pay bills rendered for Water supplied hereunder within the time or times prescribed herein, and Homewood shall deliver by mail to East Hazel Crest's Mayor a notice in writing of its intention to commence legal proceeding before the Circuit Court of Cook County on account of such failure, refusal or neglect. Homewood shall have the right to shut off the supply to East Hazel Crest within thirty (30) days after the date of the court order authorizing the shut off, and to terminate this Agreement unless within such thirty (30) days, East Hazel Crest shall have made good such failure. The shutting off of the supply of Water to East Hazel Crest pursuant to an order of court shall not release East Hazel Crest from its obligation to make payments of any amount or amounts due or to become due in accordance with the terms hereof.

- 10.2 *Readings*. Bills shall be based on readings of the Devices at the Point of Delivery/Point of Connection, as provided in Section 8.6.
- 10.3 Form of Bills.
  - (a) Each bill shall indicate the total amount of Water delivered as evidenced by the readings of the meters at the beginning and end of each billing period.
  - (b) Each bill shall specify the basic charge per unit of Water furnished and such adjustments, if any, as are applicable.

#### **ARTICLE XI. HOMEWOOD'S SYSTEM.**

- (a) All plans, specifications, contracts, construction documents pertaining to the water main connecting Homewood to the Chicago Heights distribution system and related appurtenances shall be available to East Hazel Crest for review upon request during business hours.
- (b) Homewood will construct improvements to its water system to comply with this Agreement.
- (c) Any specifications for improvements to be constructed by Homewood under this Agreement shall be under Homewood's control. All such improvements, when completed, shall be sufficient to comply with this Agreement.

#### ARTICLE XII. TERM AND STANDARD CONDITIONS.

- 12.1 *Term.* This Agreement shall expire in ten (10) years, provided that East Hazel Crest shall have the option to extend the Agreement for two (2) additional five-year periods upon written notice to the Village of Homewood at least one hundred (180) days prior to the contract expiration.
- 12.2 *Assignment*. This Agreement may not be assigned by either Party without the written consent of the other Party.
- 12.3 *Title to Water*. Title to Water supplied under this Agreement shall remain in Homewood to the Point of Delivery/Point of Connection and upon passing the Point of Delivery/Point of Connection, title shall pass to East Hazel Crest.
- 12.4 *Amendment*. This Agreement may be amended only by written agreement by the Parties.
- 12.5 *Notices*. All notices under this Agreement shall be in writing either delivered or mailed, certified mail, return receipt requested, to the Parties at:

*To Homewood at*: Village President Village of Homewood 2020 Chestnut Road Homewood, Illinois 60430

with copies to:

Christopher J. Cummings Village Attorney 2024 Hickory Road, Suite #205 Homewood, Illinois 60430

and

Village Manager Village of Homewood 2020 Chestnut Road Homewood, Illinois 60430 to East Hazel Crest at: Village President Village of East Hazel Crest 1904 W. 174<sup>th</sup> Street East Hazel Crest, Illinois 60429

with copies to: Village Administrator Village of East Hazel Crest 1904 W. 174th Street East Hazel Crest, Illinois 60429

and

Michael J. Marovich Village Attorney 10759 W. 159th St.; Ste. 201 Orland Park, IL 60467

or a such other address as such party by written notice delivered to all of the parties named above.

#### **ARTICLE XIII. INDEMNIFICATION**

*Indemnification*. Homewood shall not be responsible for damages to person or property for any failure to supply water or for interruption of the potable water supply furnished hereunder.

East Hazel Crest agrees to hold harmless and indemnify Homewood against any and all claims for losses, liability or damage, including fees and expenses, arising out of or in connection with any intentional, willful or negligent actions or omissions of East Hazel Crest, and East Hazel Crest hereby assumes all risks of loss, damage or injury to person or property, in the distribution of said potable water after received at the Point of Delivery/Point of Connection.

Homewood agrees to hold harmless and indemnify East Hazel Crest against any and all claims for losses, liability, or damage, including fees and expenses, arising out of or in connection with any intentional, willful, or negligent actions or omissions of Homewood. East Hazel Crest further agrees to hold harmless and indemnify Homewood against all claims for any dispute, loss, damage, or injury sustained, of any kind, nature or description, including attorney's fees and expenses incurred by Homewood by reason of any claims made against Homewood by East Hazel Crest's residential and commercial water users, relating to Homewood's furnishing potable water to East Hazel Crest under this Agreement.

#### **ARTICLE XIV. MISCELLANEOUS**

#### Final Agreement:

- (a) This Agreement supersedes all prior negotiations or understandings and is the whole agreement of the Parties. There are no other oral or written agreements concerning the subject of this Agreement.
- (b) The provisions of this Agreement shall be interpreted when possible in a manner to sustain their legality and enforceability. The unenforceability of any provision of this Agreement in a specific situation shall not affect the enforceability of that provision in another situation or the remaining provisions of this Agreement. If any part of this Agreement shall be held invalid for any reason, the remainder of this Agreement shall remain valid to the maximum extent possible.
- (c) This Agreement is performed in the State of Illinois and is to be construed under applicable Illinois law which shall apply to its enforcement, construction and interpretation.
- (d) The Parties stipulate that the sales under this Agreement constitute wholesale sales between Illinois municipalities. By executing this Agreement, neither party acquiesces that the rights and obligations contained within this Agreement are subject to the interpretation, enforcement or jurisdiction of any administrative agency.

- (e) The Parties agree that the Federal and State Courts located in the State of Illinois shall have exclusive jurisdiction to interpret and enforce this agreement. However, If Homewood requests that East Hazel Crest cooperate and assist Homewood in any proceeding before any regulatory body, then East Hazel Crest agrees to cooperate or assist Homewood as requested.
- (f) If any statute, either of the United States, the State of Illinois, or any rule is subsequently promulgated by any governmental agency of the United States or the State of Illinois, binding upon Homewood and solely by reason thereof, Homewood shall not be permitted to deliver Water to East Hazel Crest, as provided herein, then this Agreement may be cancelled by Homewood without any liability to Homewood. However, in the event of same, East Hazel Crest shall have four (4) years to find an alternative water source and Homewood shall continue to provide Water to East Hazel Crest under the terms herein to the extent permitted by law.
- (g) Further, should any law, rule or regulation be passed and adopted by any governmental agency binding on Homewood as to the grade of Water to be furnished, or its distribution, then East Hazel Crest agrees that when Homewood delivers Water in compliance with such law, rule or regulation, that it has completed the obligation on its part to be performed under this Agreement.
- (h) If East Hazel Crest shall desire, at the expiration of this Agreement, to continue to purchase Water from Homewood, it shall have twelve (12) months before the expiration of this Agreement to notify Homewood, and, if Homewood desires to continue to sell, and if and only if, the parties hereto agree to the terms and conditions of a new purchase agreement, including a new base rate, before the expiration of this

Agreement, shall Homewood be obligated to continue to supply Water to East Hazel Crest beyond the expiration of this Agreement. If East Hazel Crest decides not to negotiate a new purchase agreement, or if East Hazel Crest and Homewood fail to agree on a new purchase agreement, East Hazel Crest shall have two (2) years from the current Agreement expiration date to identify and connect to a new water source. During this two-year period, Homewood shall continue to provide Water to East Hazel Crest under the terms in effect at the Agreement expiration date, subject to approval by Chicago Heights, and further subject to a new "Chicago Heights Base Rate" as may be imposed upon Homewood by Chicago Heights pursuant to the contract between Chicago Heights and Homewood at that time.

- (i) This Agreement may be amended by Homewood if a court of competent jurisdiction, but only as directed by the court: (1) limits the amount of Water Homewood may use for domestic pumpage or otherwise places a material burden on Homewood in connection with the provision of Water; or, (2) limits distribution of Water to Homewood by Hammond or Chicago Heights; or (3) limits Homewood's ability to sell Water.
- (j) The authority of the officials of East Hazel Crest to execute this Agreement is evidenced by the authority to the Mayor and Board of Trustees of the Village of East Hazel Crest given by the attached Ordinance adopted at a regular meeting held on the 12th day of April, 2023.
- (k) (j) The authority of the officials of Homewood to execute this Agreement is evidenced by the authority to the Village President and Board of Trustees of the Village of

Homewood given by the attached Ordinance adopted at a regular meeting held on the 9th day of May, 2023.

- (1) Homewood agrees to annually appropriate sums sufficient to pay for Water Homewood furnished by Chicago Heights. Homewood further agrees that it will at all times charge its water users sufficient rates in order to provide adequate funds for the payment of the water furnished by Chicago Heights.
- (m)Homewood agrees to annually appropriate sums sufficient to pay for the maintenance, repair and replacements as deemed necessary of its water system up to the Point of Delivery/Point of Connection.
- (n) Upon receiving payment from East Hazel Crest, Homewood shall promptly pay Chicago Heights that portion of East Hazel Crest's payment attributable to Chicago Heights' Water Base Rate charge.
- (o) Homewood and East Hazel Crest shall each notify and keep the other informed of the name of the individual(s) in charge of operations of their respective water systems.

#### **ARTICLE XV. ADDITIONAL TERMS.**

15.1 *Remedies Upon Default*. A party shall be in default of this Agreement if it fails to perform or observe any covenant, duty, or obligation of this Agreement within thirty (30) days after receipt of written notice thereof from the non-defaulting party (which written notice shall specifically describe the covenant, duty, or obligation which the other party has allegedly failed or refused to perform or observe). If such default is cured within such 30-day period, the default shall be deemed waived. If the default is one which cannot be reasonably cured within 30 days and if the alleged defaulting party shall commence curing the same within such 30-day period and thereafter diligently proceed obtain cure of the default, the said 30-

day period shall be extended for such time as is reasonably necessary for the curing of the same. So long as the defaulting party diligently proceeds therewith, if such default is cured within such extended period, the default shall be deemed waived.

If and when any default occurs and cannot be cured as set forth in this Agreement, the nondefaulting party may, at its option: (1) seek injunctive relief compelling the alleged defaulting party to perform its obligations under this Agreement; (2) pursue all other rights and remedies that may be available by law or equity, including a lawsuit for accounting or damages; or, (3) terminate this Agreement by giving written notice of termination to the alleged defaulting party.

15.2 *Legal Fees and Costs*. If either Party institutes legal proceedings against the other Party relating to a default under this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment all expenses of such legal proceedings incurred by the prevailing party, including court costs, reasonable attorneys' fees, and witness fees in connection therewith.

#### [SIGNATURE PAGE TO FOLLOW]

#### IN WITNESS WHEREOF, this Agreement, by and between Homewood and East Hazel

Crest have executed this Agreement as dated below by each Mayor:

VILLAGE OF EAST HAZEL CREST

By:

Mayor

Attest:

Village Clerk

#### VILLAGE OF HOMEWOOD

By:

Village President

Attest:

Village Clerk

#### Exhibit A

(Chicago Heights contract)

#### Exhibit B

(working drawings of measuring devices)

#### **RESOLUTION NO. 2023 - 9**

#### APPROVING THE SALE OF ADDITIONAL WATER SUPPPLY TO THE VILLAGE OF EAST HAZEL CREST BY THE VILLAGE OF HOMEWOOD

WHEREAS, the City of Chicago Heights (hereinafter "City") is an Illinois Municipal Corporation and a Home Rule Unit of government pursuant to the State of Illinois Constitution of 1970, and thereby may promulgate any rule or regulation for the benefit of its citizens; and,

WHEREAS, the City, pursuant to Resolution 2020 – 43, previously entered into an agreement to sell potable Lake Michigan water to the Village of Homewood, IL; (hereinafter "Village"); and,

WHEREAS, Section 202(a) of said Agreement authorizes the Village to sell quantities of its potable water to other Municipalities subject to the "consent" of the City; and,

WHEREAS, the Village has advised the City that it wishes to sell quantities of potable water to the Village of East Hazel Crest (see correspondence attached as Exhibit A); and,

WHEREAS, the City's Special Engineer for Water projects, Christopher Burke & Associates (through Engineer John Caruso), has reviewed the Villages proposal and determined that the use and volume of water proposed is not detrimental to the City's water system or supply and therefore recommends that the City 'consent" to Village's request

WHEREAS, It is in the best interest of the parties for the City to formally consent to the aforestated:

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Chicago Heights, Cook County, Illinois, as follows:

Section 1. The above recitals are incorporated herein as though specifically set forth.

Section 2. This Resolution is approved and the Corporate authority hereby consents to the Village's proposed sale of potable water to the Village of East Hazel Crest.

Section 3. The Mayor or his designee is hereby authorized to execute any and all documents necessary to effectuate the City's consent.

Section 4. This Resolution shall be in full force and effect from its passage and approval as provided by law.

## PASSED AND APPROVED by the Mayor and the City Council of the City of Chicago

Heights, Cook County, Illinois this 15<sup>TH</sup> day of February, 2023.

APPROVED

Mayor David A. Gonzalez

AYES:

NAYS:

ABSENT:

ATTEST:

Clerk City Clerk Lori Wilcox

City.resolution.Homewood.approve.additional.water.sale.2-7-23

#### **CITY CLERK LORI WILCOX**

#### **ROLL CALL VOTE RECORD**

DATE <u>FEBRUARY 15, 2023</u> .			
RESOLUTION # 2023 - <u>9</u> ; or,			
ORDINANCE			
MOTION TO:			<u> </u>
ROLL CALL VOTE RECORD:			
Ward #1 Alderman Renee Smith:	Yes <u>X</u> ;	No;	<u>Absent</u> /Abstain
Ward #2 Alderman Sonia Perez:	Yes <u>x</u> ;	No;	Absent /Abstain
Ward #3 Alderman Wanda Rodgers	Yes <u>X</u> ;	No;	Absent/Abstain
Ward #4 Alderman Christopher Baikauskas	Yes <u>X</u> ;	No;	Absent/Abstain
Ward #5 Alderman George Brassea	Yes <u>X</u> ;	No;	Absent/Abstain
Ward #6 Alderman Vincent Zaranti	Yes;	No;	<u>Absent</u> /Abstain
Ward #7 Alderman Kelli Merrick	Yes <u>X</u> ;	No;	Absent/Abstain

I hereby certify that the above accurately reflects the individual record of the vote taken on the matter and date indicated.

leal

**City Clerk Lori Wilcox** 

FEBRUARY 15, 2023 Date

### VILLAGE OF HOMEWOOD



#### **BOARD AGENDA MEMORANDUM**

DATE OF MEETING: May 9, 2023

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Dennis Bubenik, Finance Director

Topic: Liquor License Request (18201 Dixie Highway)

#### PURPOSE

K.I.S. Soul Food and Catering Inc. has requested a restaurant without bar liquor license for their proposed location at 18201 Dixie Highway (former site of Parks Pastries). The Liquor Commissioner supports issuing the requested license with a 75/25 requirement, as described below.

#### PROCESS

Since the Class 5 Restaurant without Bar liquor license currently does not have a 75/25 requirement, staff proposes to add the following language to the requirements of the Class 5 liquor license.

No more than 25 percent of the licensee's gross receipts over any 12month period shall be from alcohol sales. Licensee shall be obligated, upon request, to produce sales records or other evidence substantiating its compliance with the license requirements concerning percentage of alcoholic beverage sales.

The current holder of a Class 5 liquor license is M&R 89 Inc., d/b/a Cilantro Mexican Restaurant at 18755 Dixie Highway.

If the Board is in favor of this request, staff will be directed to begin the liquor license application process with K.I.S. Soul Food and Catering Inc. After successfully completing all of the steps required for obtaining a Village of Homewood liquor license, an ordinance adding the above language to the Class 5 license and increasing the allowed number of Class 5 liquor licenses will be presented at a future Board meeting for approval.

#### OUTCOME

Approval of this request will enable K.I.S. Soul Food and Catering Inc. to offer more options to their dining patrons.

### **VILLAGE OF HOMEWOOD**



#### **FINANCIAL IMPACT**

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

#### **LEGAL REVIEW**

Not Required

#### **RECOMMENDED BOARD ACTION**

After discussion, if the Board is in favor of granting the request for a liquor license, staff should be directed to prepare an ordinance to add language for a 75/25 requirement to the Class 5 liquor license requirements; and, increase the allowed number of Class 5 liquor licenses for K.I.S. Soul Food and Catering Inc. for their proposed location at 18201 Dixie Highway. The ordinance will be agendized at a future Board meeting, once the petitioner successfully completes the application requirements for a Village of Homewood liquor license.

#### ATTACHMENT(S)

- Letter
- Business Plan

April 24, 2023

Happiest of Monday's Mr. Rich Hofeld ,Mayor/Liquor Commissioner . My name is Aisha Robinson, I am the owner of K.I.S. SOUL FOOD and CATERING INC. I'm writing this letter per our conversation Saturday April 22, 2023 to request a liquor license for my restaurant at 18201 Dixie Highway Homewood, II.( potential location). As I stated during our meeting, I desire to have a Restaurant that serves cocktails . Not only would it be a great asset , it will allow me to maximize my income and afford me to pay my employees competitive wages. It was a pleasure speaking with you and taking a trip down memory lane was an added bonus. Thank you for your time and consideration. I look forward to working with you and the Village of Homewood for years to come.

Aisha Robinson

# KIS RESTAURANT BUSINESS PLAN

## PREPARED BY: AISHA ROBINSON

# **KISSOULFOOD@GMAIL.**

# EXECUTIVE SUMMARY

This business plan outlines the launch of an upscaled full service restaurant. The venture will require \$100,000 or more to start -up. We expect K.I.S. Restaurant to generate positive net earning by the 3rd month of first years operations. This Black owned business is owned by a Woman and operated with the help of her husband and adult children. Husband and wife have been together 14 years and have experience in Managing 2 successful upscaled banquet hall known as The Dorchester ,( Dolton ,II.) and Signature Banquets (Markham, II.)

Positioned as a high-value experience ,with freshly prepared meals ranging from \$12-\$30 per person. We Plan to cater to all families, singles and business clientele. K.I.S. has several key advantages, very few Black owned competing Restaurants are located in the same geographic area. With the African American community making up of Homewood population at 47.11% (Neighborhood Scout Review) A Dine -In soul food restaurant would make a great addition to the Homewood's community.

K.I.S. Aims to connect Chicagoland and South suburb areas to a fine dining experience the same way ingredients are connected to food. As the only Soul food restaurant in Homewood II. We intend to enhance and educate the palate with the freshest ingredients and flavors while surprising each guest with exemplary service and live entertainment (Band daily). K.I.S. will continue their love for community service with annual food give away, coat and toy drives for but not limited to Homewood community.

Due to any pandemic restrictions that could possibly come about, it is our goal to enforce any and all guidelines given to us from the state of Illinois and the City of Dolton. We will showcase our exemplary skills in Banquets as hostesses and caterers, which we have successfully done for many years. This will give us an opportunity to continue to serve the 1,500 followers (Facebook) that we have accumulated over the last 12 years. This phase will complete our business venture as we will adapt to our slogan; LET US SEAL YOUR EVENT WITH A KIS *©* 

## BUSINESS DESCRIPTION

## <u>GENERAL</u>

Name: K.I.S. SOUL FOOD AND CATERING INC.

Address: Homewood, II (potential location)

### Mailing Address:

phone Email address KISSOULFOOD@GMAIL.COM

## <u>OWNER</u>

Aisha Robinson 45 years old Owner/Founder

Married to Loren Robinson, parents of 4 adult children. Aisha and her family has experience managing, booking, Catering and Illinois gaming for The Dorchester Banquets, Giovanni's Catering Inc. Signature Banquets and K.I.S. SOUL FOOD AND CATERING INC. This well known family has been in the food and banquet Industry for over 15 .years

Legal Status: Illinois C Corporation

Status: Expanding (incorporated April 3, 2019)

## Business Type: Restaurant and catering PRODUCTS AND SERVICES

The company's primary product is "Soul Food".

I chose to specialize in soul food because it has a rich and important history that ties Black Culture to our African roots. That history is deeply reflected in my recipes and techniques.

Soul food and Brunch will be prepared fresh and served daily. The authentic menu contains ; assorted greens, cornbread dressing, mac n cheese, baked chicken, shrimp grits, Salmon Croquettes, Fried Green Tomato and pot roast just to name a few. There will also be meatless options available to accommodate vegetarians. Fried Entrees will be cooked to order while pre cooked food will be kept warm via steam table and warming cabinets.

We will provide outside Catering as well as indoor private catering. Full service dinning ,takeout and Delivery.

First-rate service is intended to be the focus of the company and a cornerstone of the brand's success. All client's will receive conscientious ,one-on-one ,timely service in all capacities, be they transactions conflicts or complaints. This is expected to create a loyal brand following and return business.

K.I/S will provide a clean , safe, sanitized Dine-in environment, speedy take out orders and efficient deliveries.

# OPERATIONS AND LOCATIONS

K.I.S will operate as a full-service, upscaled restaurant , including dine-in, carryout and private catering . Hours of operation; weekly 11am-9pm, weekend 11am-11PM . We plan to accept debit/credit card as well as cash payments. K.I.S Soul food and catering will amplify the restaurant experience by providing a safe, friendly atmosphere that both supports and enhances the Homewood community.

K.I.S has accounts with Restaurant Depot, GFS, Webstaurant, Amazon, Sam's Club, Comcast Business and MIB Technology. We will continue to purchase our supplies and equipment from these reputable companies.

The potential location of K.I.S RESTAURANT is in Homewood, II. Easy accessible, this location is less than 3 mile from I294 and not far from I57. Which is centrally located between the City of Chicago and South Suburbs.

# INDUSTRY

There are 2 restaurants within a 5 mile radius that serve Brunch but none that serve Soul Food. K.I.S. Restaurant will add that extra wow factor with our dynamic servers and awesome hospitality. As we plan to serve BRUNCH and SOUL FOOD accompanied with soft tunes of Local Live Bands to add the cherry on top. We will create the ultimate atmosphere!

# PURPOSE

K.I.S intends to provide the Village of Homewood with a nice Restaurant where the residents can sit down, break bread and enjoy a great meal and enjoy our Signature Cocktails with family and friends.

# GOALS

## 1- YEAR PLAN:

- Operate full-service Restaurant for Brunch and Dinner
- Host private events for the general public (20-100 guests)

Offer live entertainment including bands, comedians, disc jockeys, with dining

•

## <u>3 -YEARPLAN:</u>

 Host events to revitalize the community after the impact of COVID on the restaurant industry

• The creation of a Homewood Fashion Week in conjunction with local retailers and up and coming fashion designers

## PROJECTED EXPENSES AND REVENUE:

 Start Up Cost (Including rent, equipment, supplies, etc): \$100,000

- Marketing: \$10,000
- Monthly Expenses: \$10,000-\$15,000
- Monthly Revenue (projected): \$40,000

# K·I·S Marketing Strategy The Four PS Of Marketing

Product - K.I.S products hold many benefits. There is a high demand for tasty food. Our business is very local and pays close attention to the wants and needs of our potential clients. One major benefit you will gain from purchasing our product over the competition is Love , Here we seal everything with a K.I.S. Each product is simply prepared with love and care from us to our clients. We will have a family type of atmosphere. Our customers love meals that seem just like home but taste a little better. K.I.S target market will not only be mature but will also be of age. We are targeting middle class married couples with a family. We are not bias of any kind , we except everyone just how they are and who they want to be is just fine with us. There are many companies and business that K.I.S is on working with in the near future ,just haven't narrowed them down to a core team. This is not a seasonal Business , K.I.S will be open all year around throughout each season.

Price - in The Village of Homewood Illinois, there is no restaurant within a 5 mile radius that offers the skill and food like K.I.S. Our prices will be very affordable for a good time and a full tummy. Our dinner specials will range from \$12-\$30 per person. With this range we'll plan to maintain our crowds at a respective rate. Our prices for the products we have to offer will catch the eye of a family looking to catch a quick well prepared meal made exclusively for them with a pinch of love. We chose these prices only because we believe in our products and will guarantee top notch service.

Place - K.I.S. has been around for quite some time now, roughly 12 years. Our products and services speaks for themselves. Introducing the new restaurant will bring joy to the south suburbs as a whole.

Promotion - Creating awareness for our services and products has been one of our many strong suits. Our Number one marketing base comes from our Facebook page that was created many years back that formulated roughly 1,500 clientele that also holds a 5-star rating from reviews. Majority of our jobs will be posted for the public eye after we finish up an event. Our second line of marketing (promotion) will be our new Instagram. Within this app you will find fine dinning photos and videos with feedback from out patrons. Word around town goes fast when the products and services are top tier and the price is right. In fact there was an article written and published in the CHICAGO DEFENDER about the owner and head chef of K.I.S Mrs. Aisha Robinson that brought a great buzz for the up and coming exquisite restaurant. "NEW RESTAURANTEUR Aisha Robinson Plans To Bring Some Soul To The

## South Suburbs With K.I.S Restaurant" (Kimberly Durden ,Jan. 21st 2021). In the near future K.I.S plans to launch a YouTube channel that focus on real life with the K.I.S family.

# MANAGERS AND EMPLOYEES

KIS RESTAURANT will have 3 departments:

- 1. Operations- Cooks, waiters /waitresses, bartenders, delivery drivers, etc.
- 2. Sales and Marketing- Customer service reps. Social media upkeep, branding, promotions, advertising and printed material.
- 3. Finance- Book keeping, inventory. Daily, monthly, quarterly and annual reports.

OPERATIONS MANAGER Loren and Aisha Robinson(owner, 15 years experience)

SALES AND MARKETING MANAGER Cantrell Davis (3 years experience) Ania Dukes (4 years experience degree in graphic designs)

FINANCE MANAGER Karmen Taylor (36 years experience at CPS)