

# MEETING AGENDA



## Board of Trustees Meeting

Village of Homewood

March 14, 2023

Meeting Start Time: 7:00 PM

Village Hall Board Room

2020 Chestnut Road, Homewood, IL

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

Please see last page of agenda for virtual meeting information.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Introduction of Staff
5. Minutes:

Consider a motion to approve the minutes from the regular meeting of the Board of Trustees held on February 28, 2023.
6. Claims List:

Consider a motion to approve the Claims List of Tuesday, March 14, 2023 in the amount of \$1,321,527.62.
7. Hear from the Audience
8. Omnibus Vote: Consider a motion to pass, approve, authorize, accept, or award the following item(s):
  - A. R-3139/Executive Session Minutes/Approval and Destruction: Pass a resolution approving executive session minutes from November 23, 2021, and June 2022 to February 7, 2023, and authorizing the destruction of executive session audio recordings from January 2021 to June 2021.
  - B. R-3140/Release of Executive Session Minutes: Pass a resolution determining minutes or portions thereof from executive sessions no longer requiring confidential treatment.
  - C. Agreement/Traffic Enforcement Services/Sensys Gatso USA, Inc.: Authorize the Village President to enter into an agreement between Sensys Gatso USA, Inc. of Beverly, Massachusetts and the Village of Homewood for red-light camera traffic enforcement services at a cost of \$33 per citation.
  - D. Agreement Amendment/HCF Homewood, LLC: Authorize an amendment to the restated redevelopment agreement between HCF Homewood, LLC and the Village of Homewood, originally approved July 27, 2021, to facilitate development of a mixed-use project in the Village's Downtown Transit Oriented Development Tax Increment Financing District.

9. General Board Discussion

10. Adjourn

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

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

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

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

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

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

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VILLAGE OF HOMEWOOD  
BOARD OF TRUSTEES MEETING  
TUESDAY, FEBRUARY 28, 2023  
VILLAGE HALL BOARD ROOM

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

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

ROLL CALL: Clerk Marilyn Thomas called the roll. Those present were Village President Richard Hofeld, Trustee Lisa Purcell, 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, Police Chief Denise McGrath, Director of Public Works John Schaefer and Assistant Village Manager Tyler Hall.

MINUTES: The minutes of the meeting of Feb. 7, 2023, were presented. There were no comments or corrections.

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

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

CLAIMS LIST: The Claims List in the amount of \$143,344.60 was presented. There were no questions from the Trustees.

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

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

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

OATH OF OFFICE: Chief McGrath introduced Officer Sergio Diaz de Sandy who joined the Police Department on Feb. 6. Since he already is a certified law enforcement officer in the State of Illinois, he did not have to attend the police academy and has begun his field training. Clerk Thomas administered the oath of office.

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

- A. M-2240/Special Use Permit/The Natural You, LLC/18664 Dixie Highway: Pass an ordinance granting a special use permit to allow the operation of a salon for "The Natural You, LLC" at 18664 Dixie Highway.

- B. R-3138/Motor Fuel Tax Funds/Street Patching: Pass a resolution appropriating \$325,000 of Motor Fuel Tax funds to cover street patching for the period of May 1, 2023 – April 30, 2024.
- C. Agreement/Parking Lot/Walmart Inc.: Authorize the Village President to enter into a parking lot enforcement agreement between the Village of Homewood and Walmart Stores, Inc. for the parking lots located at 17540 and 17550 Halsted Street contingent upon final approval by Walmart Stores, Inc.

Trustee Heiferman asked if the agreement with Walmart was initiated by the Village and was told that it was. The agreement is meant to give the Village the ability to patrol the area and enforce local ordinances on private property once the store is empty.

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

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

GENERAL BOARD DISCUSSION: None.

EXECUTIVE SESSION: A motion was made by Trustee Purcell and seconded by Trustee Roman to move into Executive Session to discuss the semi-annual review of closed session minutes.

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

The Village Board moved into Executive Session at 7:08 p.m.

The Village Board returned from Executive Session at 7:23 p.m.

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

The meeting was adjourned on voice vote at 7:23 p.m.

Respectfully submitted,

Marilyn Thomas

Village Clerk

Name	Description	DEPARTMENT	Net Invoice Amount
ACCURATE EMPLOYMENT SCR	PART-TIME FINANCE CLERK BACKGROUND	MANAGER'S OFFICE	57.24
Total ACCURATE EMPLOYMENT SCREENING LLC:			57.24
ALRO STEEL CORPORATION	VEHICLE MAINT DEPT STEEL PLATE	PUBLIC WORKS	797.94
Total ALRO STEEL CORPORATION:			797.94
ALTA EQUIPMENT COMPANY	L&M DEPT REPAIR PARTS	PUBLIC WORKS	1.05
Total ALTA EQUIPMENT COMPANY:			1.05
AMAZON CAPITAL SERVICES, I	OPERATING SUPPLIES - FD	FIRE DEPARTMENT	79.98
Total AMAZON CAPITAL SERVICES, INC:			79.98
AMERICAN LAWN LLC	SHOPPING CARTS	FIRE DEPARTMENT	450.00
AMERICAN LAWN LLC	SHOPPING CARTS	FIRE DEPARTMENT	325.00
AMERICAN LAWN LLC	SHOPPING CARTS	FIRE DEPARTMENT	300.00
Total AMERICAN LAWN LLC:			1,075.00
AMERICAN PRINTING TECHNO	VEHICLE STICKER WEBSITE	MANAGER'S OFFICE	86.00
Total AMERICAN PRINTING TECHNOLOGIES INC:			86.00
ANDY GASBARRO	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	563.93
Total ANDY GASBARRO:			563.93
ARAMARK UNIFORM SERVICE	FEBRUARY 2023	PUBLIC WORKS	58.20
ARAMARK UNIFORM SERVICE	FEBRUARY 2023	PUBLIC WORKS	50.96
ARAMARK UNIFORM SERVICE	FEBRUARY 2023	PUBLIC WORKS	106.40
ARAMARK UNIFORM SERVICE	FEBRUARY 2023	PUBLIC WORKS	178.96
ARAMARK UNIFORM SERVICE	FEBRUARY 2023	PUBLIC WORKS	270.24
ARAMARK UNIFORM SERVICE	FEBRUARY 2023	PUBLIC WORKS	73.20
ARAMARK UNIFORM SERVICE	FEBRUARY 2023	PUBLIC WORKS	1,415.60
Total ARAMARK UNIFORM SERVICE:			2,153.56
ARC DOCUMENT SOLUTIONS	ANNUAL CANON PLOTTER MAINT	MANAGER'S OFFICE	805.60
ARC DOCUMENT SOLUTIONS	OCE PLOTTER PAPER USAGE	PUBLIC WORKS	5.72
Total ARC DOCUMENT SOLUTIONS:			811.32
ASDWITHME LLC	INVISIBLE DISABILITIES WINDOW DECALS	POLICE DEPARTMENT	167.00
Total ASDWITHME LLC:			167.00
ATLAS BOBCAT, LLC	L&M DEPT REPAIR PARTS	PUBLIC WORKS	1,222.60
Total ATLAS BOBCAT, LLC:			1,222.60
AVALON PETROLEUM COMPAN	FUEL INVENTORY DIESEL	ASSETS	2,057.65
AVALON PETROLEUM COMPAN	VEHICLE MAINT DEPT OIL	PUBLIC WORKS	1,750.10
AVALON PETROLEUM COMPAN	FUEL INVENTORY GASOLINE	ASSETS	5,020.10
AVALON PETROLEUM COMPAN	FUEL INVENTORY GASOLINE	ASSETS	7,525.23

Name	Description	DEPARTMENT	Net Invoice Amount
Total AVALON PETROLEUM COMPANY:			16,353.08
BARBARA OTTO	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	502.40
Total BARBARA OTTO:			502.40
BATTERIES PLUS	BATTERIES - FD	FIRE DEPARTMENT	618.60
Total BATTERIES PLUS:			618.60
BEST TECHNOLOGY SYSTEMS	GUN RANGE FILTER CLEANING - PW	PUBLIC WORKS	5,600.00
Total BEST TECHNOLOGY SYSTEMS INC:			5,600.00
BRENNTAG GREAT LAKES	CAUSTIC SODA	PUBLIC WORKS	4,510.19
Total BRENNTAG GREAT LAKES:			4,510.19
BRIGHTLY SOFTWARE INC	SMARTGOV SOFTWARE	PUBLIC WORKS	16,553.75
Total BRIGHTLY SOFTWARE INC:			16,553.75
BRITES TRANSPORATION LTD	STONE	PUBLIC WORKS	798.15
Total BRITES TRANSPORATION LTD:			798.15
BULTEMA FARMS & GREENHO	FLOWER BASKETS DEPOSIT	PUBLIC WORKS	8,700.00
Total BULTEMA FARMS & GREENHOUSE INC:			8,700.00
BURNS & MCDONNELL ENGINE	WATER DELIVERY PROJECT	PUBLIC WORKS	145,838.37
BURNS & MCDONNELL ENGINE	WATER DELIVERY PROJECT	PUBLIC WORKS	7,500.00
Total BURNS & MCDONNELL ENGINEERING CO., INC.:			153,338.37
C & M PIPE SUPPLY	SEWER MATERIALS	PUBLIC WORKS	989.00
C & M PIPE SUPPLY	STORMWATER	PUBLIC WORKS	303.00
Total C & M PIPE SUPPLY:			1,292.00
C & T LAWN AND LANDSCAPE	HALSTED ROW CUTTING	PUBLIC WORKS	5,260.00
Total C & T LAWN AND LANDSCAPE:			5,260.00
CARGILL INC	MATERIALS & CHEMICALS - PW	PUBLIC WORKS	8,694.47
Total CARGILL INC:			8,694.47
CDW GOVERNMENT INC	NETWORK 3 EXPENSE -- COUNTRY CLUB HILLS PD	POLICE DEPARTMENT	45,557.08
Total CDW GOVERNMENT INC:			45,557.08
CHARLENE DYER	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	197.99
Total CHARLENE DYER:			197.99

Name	Description	DEPARTMENT	Net Invoice Amount
CHRISTOPHER J CUMMINGS P	PROSECUTIONS	MANAGER'S OFFICE	1,600.00
CHRISTOPHER J CUMMINGS P	GENERAL LEGAL FEBRUARY 2023	MANAGER'S OFFICE	11,885.74
CHRISTOPHER J CUMMINGS P	DOWNTOWN TOD GENERAL LEGAL EXPENSES	EXPENSES	1,119.39
CHRISTOPHER J CUMMINGS P	KEDZIE TIF LEGAL EXPENSES		149.25
Total CHRISTOPHER J CUMMINGS PC:			14,754.38
CITY OF CHICAGO HEIGHTS	WATER PURCHASED 1/1-1/31/2023	PUBLIC WORKS	119,586.00
CITY OF CHICAGO HEIGHTS	WATER PURCHASED 1/1-1/31/2023	PUBLIC WORKS	165,181.65
Total CITY OF CHICAGO HEIGHTS:			284,767.65
COMCAST BUSINESS CORP	FIBER INTERNET AND NETWORK CONNECTION	MANAGER'S OFFICE	1,735.14
Total COMCAST BUSINESS CORP:			1,735.14
COMED	UTILITIES	PUBLIC WORKS	4,852.08
COMED	UTILITIES	PUBLIC WORKS	24.40
COMED	UTILITIES	PUBLIC WORKS	1,392.80
COMED	UTILITIES	PUBLIC WORKS	969.02
COMED	UTILITIES	PUBLIC WORKS	477.28
COMED	UTILITIES	PUBLIC WORKS	29.50
COMED	UTILITIES	PUBLIC WORKS	41.01
COMED	UTILITIES	PUBLIC WORKS	1,807.20
COMED	UTILITIES	PUBLIC WORKS	986.88
COMED	UTILITIES	PUBLIC WORKS	2,133.82
COMED	UTILITIES	PUBLIC WORKS	101.03
COMED	UTILITIES	PUBLIC WORKS	43.17
Total COMED:			12,858.19
CONTROL TECHNOLOGY & SO	HVAC REPAIRS - PW	PUBLIC WORKS	149.27
Total CONTROL TECHNOLOGY & SOLUTIONS:			149.27
CONWAY SHIELD	BOOTS-FD	FIRE DEPARTMENT	109.80
Total CONWAY SHIELD:			109.80
COOK CTY BUREAU OF TECHN	LEEDS/CABS/T1 COUNTY LINE	MANAGER'S OFFICE	770.09
Total COOK CTY BUREAU OF TECHNOLOGY:			770.09
CRAIG SLINE	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	398.09
Total CRAIG SLINE:			398.09
CRESCENT ELECTRIC SUPPLY	SOUTHGATE LIGHT HEADS	PUBLIC WORKS	9,776.00
Total CRESCENT ELECTRIC SUPPLY COMPANY:			9,776.00
CURRIE MOTORS (PARTS)	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	4.56
CURRIE MOTORS (PARTS)	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	522.54
Total CURRIE MOTORS (PARTS):			527.10
CVB	HOTEL TAX - JANUARY 2023	ASSETS	690.79

Name	Description	DEPARTMENT	Net Invoice Amount
Total CVB:			690.79
DANA ROBINSON	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	133.60
Total DANA ROBINSON:			133.60
DANIEL ROSSI	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	453.62
Total DANIEL ROSSI:			453.62
DELTA SONIC CAR WASH	POLICE VEHICLE WASHES	PUBLIC WORKS	359.82
Total DELTA SONIC CAR WASH:			359.82
DENNIS GIOMETTI	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	555.20
Total DENNIS GIOMETTI:			555.20
DMC SECURITY SERVICES INC	ALARM MONITORING SERVICES	PUBLIC WORKS	403.20
DMC SECURITY SERVICES INC	ALARM MONITORING SERVICES	PUBLIC WORKS	66.00
DMC SECURITY SERVICES INC	ALARM MONITORING SERVICES	PUBLIC WORKS	66.00
DMC SECURITY SERVICES INC	ALARM MONITORING SERVICES	PUBLIC WORKS	66.00
DMC SECURITY SERVICES INC	ALARM MONITORING SERVICES	PUBLIC WORKS	66.00
DMC SECURITY SERVICES INC	ALARM MONITORING SERVICES	PUBLIC WORKS	66.00
DMC SECURITY SERVICES INC	ALARM MONITORING SERVICES	PUBLIC WORKS	66.00
Total DMC SECURITY SERVICES INC:			799.20
DYNEGY ENERGY SERVIC	ENERGY	PUBLIC WORKS	3,575.10
DYNEGY ENERGY SERVIC	ENERGY	PUBLIC WORKS	3,710.13
Total DYNEGY ENERGY SERVIC:			7,285.23
ECO CLEAN MAINTENANCE	MONTHLY CLEANING SERVICE	PUBLIC WORKS	4,073.35
ECO CLEAN MAINTENANCE	MONTHLY CLEANING SERVICE	PUBLIC WORKS	375.00
Total ECO CLEAN MAINTENANCE:			4,448.35
EVT TECH	NETWORK 3 EXPENSE - COUNTRY CLUB HILLS PD	POLICE DEPARTMENT	1,439.70
Total EVT TECH:			1,439.70
EXPERT CHEMICAL	DISPOSABLE COMMODITIES	PUBLIC WORKS	253.42
Total EXPERT CHEMICAL:			253.42
FAIRMEADOWS HOME HEALTH	MEDICAL SUPPLIES - FD	FIRE DEPARTMENT	125.15
Total FAIRMEADOWS HOME HEALTH CENTER:			125.15
FIRE SERVICE INC	VEHICLE MAINT - FD	FIRE DEPARTMENT	672.00
Total FIRE SERVICE INC:			672.00
FLEET SAFETY SUPPLY	VEHICLE PURCHASE EQUIPMENT - PW	PUBLIC WORKS	49.33



Name	Description	DEPARTMENT	Net Invoice Amount
Total FLEET SAFETY SUPPLY:			49.33
FORD OF HOMEWOOD	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	52.35
FORD OF HOMEWOOD	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	151.55
FORD OF HOMEWOOD	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	27.96
FORD OF HOMEWOOD	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	433.50
FORD OF HOMEWOOD	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	65.49
FORD OF HOMEWOOD	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	10.13
FORD OF HOMEWOOD	STREET DEPT REPAIR PARTS	PUBLIC WORKS	15.63
Total FORD OF HOMEWOOD:			756.61
GALLAGHER ASHPHALT CORP	ASPHALT -PW	PUBLIC WORKS	795.08
GALLAGHER ASHPHALT CORP	ASPHALT -PW	PUBLIC WORKS	518.47
Total GALLAGHER ASHPHALT CORP:			1,313.55
GFC LEASING	COPIER/PRINTER SUPPLIES - MO	MANAGER'S OFFICE	88.00
Total GFC LEASING:			88.00
GRAINGER INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	280.86
Total GRAINGER INC:			280.86
HAWKINS INC	CHLORINE TANK RENTAL	PUBLIC WORKS	100.00
Total HAWKINS INC:			100.00
HELSEL JEPPEPERSON ELECTRI	ELECTRICAL SUPPLIES	PUBLIC WORKS	70.53
HELSEL JEPPEPERSON ELECTRI	STREET LIGHT SUPPLIES	PUBLIC WORKS	469.87
HELSEL JEPPEPERSON ELECTRI	FUSE HOLDERS	PUBLIC WORKS	176.60
Total HELSEL JEPPEPERSON ELECTRICAL:			717.00
HENRY RENKEN	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	499.32
Total HENRY RENKEN:			499.32
HISKES, DILLNER, O'DONNELL	CONTRACT/CONSULTING SERVICE	MANAGER'S OFFICE	1,361.50
Total HISKES, DILLNER, O'DONNELL:			1,361.50
HOMEWOOD DISPOSAL	DUMP CHARGES FOR GARAGE TEAR DOWN	PUBLIC WORKS	50.00
Total HOMEWOOD DISPOSAL:			50.00
HOUSEAL LAVIGNE ASSOCIATE	CONSULTANT FOR ZONING CODE UPDATE	MANAGER'S OFFICE	4,302.00
Total HOUSEAL LAVIGNE ASSOCIATES, LLC:			4,302.00
HR GREEN INC	PLAN REVIEWS FOR JANUARY 2023	FIRE DEPARTMENT	12,815.00
Total HR GREEN INC:			12,815.00
INTERSTATE BATTERY	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	139.95

Name	Description	DEPARTMENT	Net Invoice Amount
Total INTERSTATE BATTERY:			139.95
IPBC	MARCH INSURANCE PREMIUM	MANAGER'S OFFICE	1,524.31
IPBC	MARCH INSURANCE PREMIUM	MANAGER'S OFFICE	2,791.38
IPBC	MARCH INSURANCE PREMIUM	MANAGER'S OFFICE	5.18
IPBC	MARCH INSURANCE PREMIUM	MANAGER'S OFFICE	1,625.46
IPBC	MARCH INSURANCE PREMIUM	MANAGER'S OFFICE	1,879.46
IPBC	MARCH INSURANCE PREMIUM	MANAGER'S OFFICE	1,228.74
IPBC	MARCH INSURANCE PREMIUM	PUBLIC WORKS	153.33
IPBC	MARCH INSURANCE PREMIUM	PUBLIC WORKS	4,626.15
IPBC	MARCH INSURANCE PREMIUM	PUBLIC WORKS	1,703.77
IPBC	MARCH INSURANCE PREMIUM	PUBLIC WORKS	2,540.83
IPBC	MARCH INSURANCE PREMIUM	PUBLIC WORKS	2,393.57
IPBC	MARCH INSURANCE PREMIUM	PUBLIC WORKS	1,182.04
IPBC	MARCH INSURANCE PREMIUM	PUBLIC WORKS	2,777.83
IPBC	MARCH INSURANCE PREMIUM	PUBLIC WORKS	8,578.03
IPBC	MARCH INSURANCE PREMIUM	PUBLIC WORKS	7,365.07
IPBC	MARCH INSURANCE PREMIUM	FIRE DEPARTMENT	28,205.42
IPBC	MARCH INSURANCE PREMIUM	FIRE DEPARTMENT	3,842.81
IPBC	MARCH INSURANCE PREMIUM	FIRE DEPARTMENT	6,484.76
IPBC	MARCH INSURANCE PREMIUM	POLICE DEPARTMENT	63,619.09
IPBC	MARCH INSURANCE PREMIUM	POLICE DEPARTMENT	12,034.14
IPBC	MARCH INSURANCE PREMIUM	POLICE DEPARTMENT	5,139.83
IPBC	MARCH INSURANCE PREMIUM	POLICE DEPARTMENT	1,967.57
IPBC	MARCH INSURANCE PREMIUM	MANAGER'S OFFICE	58,160.78
IPBC	MARCH INSURANCE PREMIUM	PUBLIC WORKS	267.86
IPBC	MARCH INSURANCE PREMIUM	PUBLIC WORKS	536.38
IPBC	MARCH INSURANCE PREMIUM	PUBLIC WORKS	6,141.13
IPBC	MARCH INSURANCE PREMIUM	PUBLIC WORKS	4,924.88
IPBC	MARCH INSURANCE PREMIUM	PUBLIC WORKS	4,366.57
IPBC	MARCH INSURANCE PREMIUM	PUBLIC WORKS	6,794.15
IPBC	MARCH INSURANCE PREMIUM	POLICE DEPARTMENT	29.26
Total IPBC:			242,831.26
IRMA	JANUARY DEDUCTIBLE	POLICE DEPARTMENT	333.40
IRMA	JANUARY DEDUCTIBLE	PUBLIC WORKS	1,354.58
IRMA	JANUARY DEDUCTIBLE	PUBLIC WORKS	6,465.24
IRMA	JANUARY DEDUCTIBLE	MANAGER'S OFFICE	4,494.03
IRMA	VOLUNTEER COVERAGE 11/22-11/23	MANAGER'S OFFICE	850.00
IRMA	UNDERGROUND STORAGE TANKS	MANAGER'S OFFICE	3,518.40
Total IRMA:			14,306.49
JOHN RASMAS	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	227.06
Total JOHN RASMAS:			227.06
JUSTIN MICHAEL PRZYBYCIEN	MUSIC FARMERS MARKET	MANAGER'S OFFICE	150.00
Total JUSTIN MICHAEL PRZYBYCIEN:			150.00
KANKAKEE TRUCK EQUIPMEN	L&M DEPT REPAIR PARTS	PUBLIC WORKS	430.71
Total KANKAKEE TRUCK EQUIPMENT:			430.71

Name	Description	DEPARTMENT	Net Invoice Amount
KEBLUSEK JOSEPH	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	497.40
Total KEBLUSEK JOSEPH:			497.40
KELLY MISNER	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	489.00
KELLY MISNER	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	495.49
Total KELLY MISNER:			984.49
LANER MUCHIN LTD	RETAINER/LABOR RELATIONS	MANAGER'S OFFICE	6,039.47
Total LANER MUCHIN LTD:			6,039.47
LAW OFFICES OF DENNIS G GI	ADMINISTRATIVE HEARING OFFICER	MANAGER'S OFFICE	525.00
Total LAW OFFICES OF DENNIS G GIANOPOLUS PC:			525.00
LEEPS SUPPLY CO INC	PLUMBING REPAIR SUPPLIES	PUBLIC WORKS	602.79
LEEPS SUPPLY CO INC	PLUMBING REPAIR SUPPLIES	PUBLIC WORKS	85.97
Total LEEPS SUPPLY CO INC:			688.76
LOUISE WOLF	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	430.40
Total LOUISE WOLF:			430.40
MAREN RONAN	LOBBYING SERVICES	MANAGER'S OFFICE	3,000.00
Total MAREN RONAN:			3,000.00
MARIAN KIEPURA	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	298.36
Total MARIAN KIEPURA:			298.36
MARK SHEEHY	FARMERS MARKET ENTERTAINMENT	MANAGER'S OFFICE	200.00
Total MARK SHEEHY:			200.00
MCMASTER CARR SUPPLY	BUILDING MAINTENANCE	PUBLIC WORKS	176.40
Total MCMASTER CARR SUPPLY:			176.40
MEADE ELECTRIC CO INC	TRAFFIC SIGNAL MAINTANENCE	PUBLIC WORKS	1,601.46
MEADE ELECTRIC CO INC	STREET LIGHT KNOCKDOWN	PUBLIC WORKS	2,195.52
MEADE ELECTRIC CO INC	STREETLIGHT REMOVAL	PUBLIC WORKS	2,314.14
Total MEADE ELECTRIC CO INC:			6,111.12
MEANY INC	SCIENCE CENETER ELECTRIC UPGRADE	PUBLIC WORKS	18,611.64
Total MEANY INC:			18,611.64
MENARDS INC	OFFICE SUPPLIES	PUBLIC WORKS	36.63
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	81.97
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	6.51
MENARDS INC	ENGINEERS TRUCK	PUBLIC WORKS	137.42
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	16.77

Name	Description	DEPARTMENT	Net Invoice Amount
MENARDS INC	CLEANING SUPPLIES	PUBLIC WORKS	12.98
MENARDS INC	REPLACEMENT HOT WATER TANK	PUBLIC WORKS	668.07
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	121.67
MENARDS INC	OPERATING SUPPLIES	PUBLIC WORKS	64.71
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	61.98
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	38.94
MENARDS INC	CURB PAINT	PUBLIC WORKS	111.06
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	18.97
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	14.48
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	433.87
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	59.88
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	55.63
MENARDS INC	OPERATING SUPPLIES - FD	FIRE DEPARTMENT	128.71
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	125.68
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	30.59
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	106.86
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	46.04
Total MENARDS INC:			2,379.42
METROPOLITAN INDUSTRIES I	METROCLOUD DATA SERVICE	PUBLIC WORKS	250.00
Total METROPOLITAN INDUSTRIES INC:			250.00
MONARCH AUTO SUPPLY	VEHICLE MAINT OPERATING SUPPLIES	PUBLIC WORKS	92.02
MONARCH AUTO SUPPLY	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	74.97
MONARCH AUTO SUPPLY	VEHICLE MAINT OPERATING SUPPLIES	PUBLIC WORKS	53.98
MONARCH AUTO SUPPLY	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	49.45
MONARCH AUTO SUPPLY	VEHICLE MAINT OPERATING SUPPLIES	PUBLIC WORKS	26.94
MONARCH AUTO SUPPLY	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	30.87
MONARCH AUTO SUPPLY	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	15.99
MONARCH AUTO SUPPLY	STREET DEPT REPAIR PARTS	PUBLIC WORKS	160.73
MONARCH AUTO SUPPLY	VEHICLE MAINT OPERATING SUPPLIES	PUBLIC WORKS	101.52
Total MONARCH AUTO SUPPLY:			606.47
MSDSOnline	2023 SAFETY DATA SHEETS PROGRAM	MANAGER'S OFFICE	2,807.62
Total MSDSOnline:			2,807.62
MUNICIPAL COLLECTION SERVI	MCSI COLLECTION FEES - ALARMS	POLICE DEPARTMENT	98.97
MUNICIPAL COLLECTION SERVI	MCSI COLLECTION FEES - MOVE	POLICE DEPARTMENT	202.06
Total MUNICIPAL COLLECTION SERVICES:			301.03
MUNICIPAL SYSTEMS LLC	ADMINISTRATIVE HEARING COMMISSION	POLICE DEPARTMENT	742.00
MUNICIPAL SYSTEMS LLC	MOVE/ABC HEARING COMMISSION	POLICE DEPARTMENT	680.50
Total MUNICIPAL SYSTEMS LLC:			1,422.50
MURPHY & MILLER, INC.	HVAC - AUDITORIUM	PUBLIC WORKS	321.00
Total MURPHY & MILLER, INC.:			321.00
NAPOLEON HANEY	ILCMA LODGING	MANAGER'S OFFICE	159.04

Name	Description	DEPARTMENT	Net Invoice Amount
Total NAPOLEON HANEY:			159.04
NATIONAL BAND & TAG	ANIMAL/MOTORCYCLE TAGS	MANAGER'S OFFICE	266.62
Total NATIONAL BAND & TAG:			266.62
NICOR	UTILITIES	PUBLIC WORKS	319.39
NICOR	UTILITIES	PUBLIC WORKS	19,882.62
NICOR	UTILITIES	PUBLIC WORKS	2,561.34
Total NICOR:			22,763.35
NIX NAX	UNIFORMS/LOGO	FIRE DEPARTMENT	25.00
Total NIX NAX:			25.00
NORTH EAST MULTI-REGIONAL	NORTH EAST MULTI-REGIONAL TRAINING	POLICE DEPARTMENT	100.00
Total NORTH EAST MULTI-REGIONAL TRAINING:			100.00
ODP BUSINESS SOLUTIONS LL	OFFICE SUPPLIES	MANAGER'S OFFICE	108.59
ODP BUSINESS SOLUTIONS LL	OFFICE SUPPLIES	MANAGER'S OFFICE	288.39
Total ODP BUSINESS SOLUTIONS LLC:			396.98
O'HERRON CO	BODY ARMOR	POLICE DEPARTMENT	721.35
O'HERRON CO	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	641.97
O'HERRON CO	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	550.00
O'HERRON CO	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	569.99
O'HERRON CO	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	29.00
Total O'HERRON CO:			2,512.31
OVERDOORS OF ILLINOIS INC	DOOR REPAIRS - FD	PUBLIC WORKS	4,551.50
Total OVERDOORS OF ILLINOIS INC:			4,551.50
PETTY CASH	CIU OPERATING FUNDS	POLICE DEPARTMENT	300.00
PETTY CASH	TOBACCO COMPLIANCE CHECK FUND	POLICE DEPARTMENT	500.00
Total PETTY CASH:			800.00
PREMISTAR - SOUTH	CODE 1150	PUBLIC WORKS	750.40
PREMISTAR - SOUTH	UNIT HEATER L&M BUILDING	PUBLIC WORKS	957.90
PREMISTAR - SOUTH	HVAC REPAIRS PD	PUBLIC WORKS	320.00
PREMISTAR - SOUTH	HEATER REPAIR	PUBLIC WORKS	1,149.11
Total PREMISTAR - SOUTH:			3,177.41
REID & PEDERSON	SEWER REPAIRS	PUBLIC WORKS	350.00
Total REID & PEDERSON:			350.00
RELIANCE SAFETY LANE & SE	VEHICLE SAFETY INSPECTION	PUBLIC WORKS	190.00

Name	Description	DEPARTMENT	Net Invoice Amount
Total RELIANCE SAFETY LANE & SERVICE:			190.00
REPUBLIC SERVICES INC	MONTHLY SHREDDING	FIRE DEPARTMENT	186.70
Total REPUBLIC SERVICES INC:			186.70
ROBERT WENDT	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	739.37
Total ROBERT WENDT:			739.37
ROD BAKER FORD SALES INC	CONTRACTUAL SERVICE - PW	PUBLIC WORKS	188.95
Total ROD BAKER FORD SALES INC:			188.95
SAFETY KLEEN	CONTRACTUAL SERV - PW	PUBLIC WORKS	336.48
Total SAFETY KLEEN:			336.48
SANDRA BLUNT	WATER DEPOSIT REFUND	ASSETS	94.58
Total SANDRA BLUNT:			94.58
SHERWIN INDUSTRIES INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	174.69
Total SHERWIN INDUSTRIES INC:			174.69
SHERWIN WILLIAMS	PAINT	PUBLIC WORKS	88.25
SHERWIN WILLIAMS	PAINT	PUBLIC WORKS	35.24
Total SHERWIN WILLIAMS:			123.49
SIRCHIE FINGER PRINT LABS	EVIDENCE SUPPLIES	POLICE DEPARTMENT	153.22
Total SIRCHIE FINGER PRINT LABS:			153.22
SNAP-ON INDUSTRIAL	VEHICLE MAINTENANCE TOOL	PUBLIC WORKS	44.55
SNAP-ON INDUSTRIAL	VEHICLE MAINTENANCE TOOL	PUBLIC WORKS	114.42
Total SNAP-ON INDUSTRIAL:			158.97
SOUTH SUBURBAN HUMANE S	ANIMAL IMPOUND FEES	POLICE DEPARTMENT	200.00
Total SOUTH SUBURBAN HUMANE SOCIETY:			200.00
STRYKER SALES CORPORATIO	LUCAS - FD	FIRE DEPARTMENT	1,516.80
Total STRYKER SALES CORPORATION:			1,516.80
THOMAS JOHNSON	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	56.60
Total THOMAS JOHNSON:			56.60
THOMPSON ELEVATOR INSPEC	ELEVATOR PLAN REVIEW	FIRE DEPARTMENT	100.00
Total THOMPSON ELEVATOR INSPECTION:			100.00

Name	Description	DEPARTMENT	Net Invoice Amount
THORN CREEK BASIN SAN DIS	LATE PMT PENALTIES CHARGED TO CUSTOMERS	ASSETS	1,559.78
THORN CREEK BASIN SAN DIS	TCBSD REVENUE PAYOUT	ASSETS	84,655.53
Total THORN CREEK BASIN SAN DISTRICT:			86,215.31
TKB ASSOCIATES INC	LASERFICHE ANNUAL SUPPORT AND MAINTENANCE	MANAGER'S OFFICE	6,542.00
Total TKB ASSOCIATES INC:			6,542.00
T-MOBILE	CELL PHONES AND IPADS	MANAGER'S OFFICE	907.30
Total T-MOBILE:			907.30
TPI BUILDING CODE CONSULT	PLAN REVIEWS FOR FEBRUARY 2023	FIRE DEPARTMENT	330.75
Total TPI BUILDING CODE CONSULTANTS:			330.75
TRAFFIC CONTROL & PROTEC	SIGN MATERIALS - PW	PUBLIC WORKS	516.40
Total TRAFFIC CONTROL & PROTECTION:			516.40
TREASURER STATE OF ILLINOI	TRAFFIC SIGNAL MAINTENANCE	PUBLIC WORKS	3,087.45
TREASURER STATE OF ILLINOI	TRAFFIC SIGNAL MAINTENANCE	PUBLIC WORKS	3,087.45
Total TREASURER STATE OF ILLINOIS:			6,174.90
TRI-COUNTY BOARD-UP & GLA	BOARD UP 931 187TH ST	FIRE DEPARTMENT	240.00
Total TRI-COUNTY BOARD-UP & GLASS REPAIR INC:			240.00
TRINA DOXY	WATER DEPOSIT REFUND	ASSETS	38.93
Total TRINA DOXY:			38.93
TRL TIRE SERVICE	PUBLIC WORKS TIRES	PUBLIC WORKS	607.38
Total TRL TIRE SERVICE:			607.38
VERIZON CONNECT NWF INC	GPS UNITS-PW	PUBLIC WORKS	249.47
Total VERIZON CONNECT NWF INC:			249.47
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	FIRE DEPARTMENT	12.63
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	PUBLIC WORKS	5.66
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	PUBLIC WORKS	37.57
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	MANAGER'S OFFICE	84.84
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	PUBLIC WORKS	31.40
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES/COFFEE SUPPLIES	MANAGER'S OFFICE	38.17
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	MANAGER'S OFFICE	21.38
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	PUBLIC WORKS	266.49
Total WAREHOUSE DIRECT OFFICE PDTS:			498.14
WASHINGTON PARK PLAZA LLC	SALES TAX INCENTIVE	MANAGER'S OFFICE	230,356.00
Total WASHINGTON PARK PLAZA LLC:			230,356.00

Name	Description	DEPARTMENT	Net Invoice Amount
WENTWORTH TIRE SERVICE IN	VEHICLE TIRES - FD	FIRE DEPARTMENT	4,915.50
Total WENTWORTH TIRE SERVICE INC:			4,915.50
WEX BANK	POLICE DEPT FUEL HSI	PUBLIC WORKS	312.36
Total WEX BANK:			312.36
WILLIAM ROLLE	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	61.74
Total WILLIAM ROLLE:			61.74
WILLIAMS ASSOCIATES ARCHI	175TH STREET ENGINEERING	PUBLIC WORKS	1.17
Total WILLIAMS ASSOCIATES ARCHITECTS LTD:			1.17
WORKING WELL	CLERICAL PRE-EMPLOYMENT PHYSICAL	MANAGER'S OFFICE	115.00
Total WORKING WELL:			115.00
Grand Totals:			1,321,527.62

Dated: \_\_\_\_\_

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



**RESOLUTION NO. R-3139**

**A RESOLUTION APPROVING EXECUTIVE SESSION MINUTES FROM NOVEMBER 23, 2021, AND JUNE 2022 TO FEBRUARY 7, 2023 AND AUTHORIZING THE DESTRUCTION OF EXECUTIVE SESSION AUDIO RECORDINGS FROM JANUARY 2021 TO JUNE 2021**

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WHEREAS, the President and Board of Trustees of the Village of Homewood have met from time to time in executive session for purposes authorized by Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*); and

WHEREAS, as required by the Act, the Village Clerk has kept written minutes and verbatim recordings of all such executive sessions; and

WHEREAS, the President and Board of Trustees have reviewed the minutes of executive sessions held on November 23, 2021 and between June 2022 to February 7, 2023; and

WHEREAS, the Illinois Open Meetings Act requires public bodies to maintain a verbatim record of all closed meetings in the form of an audio or video recording for at least 18 months; and

WHEREAS, the Act permits the destruction of said verbatim records after 18 months, provided that the President and Board of Trustees have approved minutes for said closed session meetings; and

WHEREAS, all verbatim recordings of closed session meetings held from January 2021 through June 2021 are now more than 18 months old; and

WHEREAS, the President and Village Board previously have reviewed and approved closed session minutes for closed meetings held from January 2021 through June 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HOMEWOOD, COOK COUNTY, ILLINOIS that:

**SECTION 1 - APPROVAL OF EXECUTIVE SESSION MINUTES:**

The following Executive Session Minutes are hereby approved:

- November 23, 2021
- June 14, 2022
- June 28, 2022
- September 13, 2022
- October 25, 2022
- February 7, 2023

SECTION 2 - APPROVAL OF DESTRUCTION OF VERBATIM RECORDINGS  
OF EXECUTIVE SESSIONS HELD FROM JANUARY 2021 THROUGH JUNE 2021:

The Village Clerk is hereby authorized and directed to dispose of executive session audio recordings of executive sessions held from January 2021 through June 2021.

This Resolution passed this 14<sup>th</sup> day of March, 2023.

\_\_\_\_\_  
Village President

ATTEST:

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

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Abstain: \_\_\_\_\_ Absent: \_\_\_\_\_

**RESOLUTION NO. R-3140**

**A RESOLUTION DETERMINING MINUTES OR PORTIONS  
THEREOF FROM EXECUTIVE SESSIONS NO LONGER  
REQUIRING CONFIDENTIAL TREATMENT**

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WHEREAS, the President and Board of Trustees of the Village of Homewood have met from time to time in executive session for purposes authorized by Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) (“the Act”); and

WHEREAS, as required by the Act, the Village Clerk has kept written minutes of all such executive sessions; and

WHEREAS, as required by the Act, the President and Board of Trustees recently met to review minutes of all closed meetings not previously opened to the public to determine whether: (1) the need for confidentiality still exists as to all or part of those minutes, or (2) that the minutes or portions thereof no longer require confidential treatment and will be available for public inspection; and

WHEREAS, as a result of this periodic review, the President and Board of Trustees have determined that the minutes (or portions thereof) of the meetings listed on the attached Exhibit “A” no longer require confidential treatment and should be made available for public inspection.

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

**SECTION 1 - DETERMINATION OF MINUTES TO BE OPENED AND THOSE REQUIRING CONFIDENTIAL TREATMENT:**

The Executive Session Minutes (or portions thereof) from those meetings set forth on Exhibit “A” no longer require confidential treatment and are hereby made available for public inspection. All Executive Session Minutes (or portions thereof) not identified in this, or prior Resolutions continue to require confidential treatment and shall not be made available for public inspection at this time

**SECTION 2 - AUTHORIZATION TO MAKE MINUTES AVAILABLE:**

The Village Clerk is hereby authorized and directed to make the minutes identified in Exhibit “A” available for inspection and copying in accordance with the Act.

This Resolution passed this 14<sup>th</sup> day of March, 2023.

\_\_\_\_\_  
Village President

ATTEST:

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

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Abstentions: \_\_\_\_\_ Absences: \_\_\_\_\_

Exhibit A  
Minutes from Executive Sessions  
No Longer Requiring Confidential Treatment

July 26, 2016	All
June 27, 2017	All
April 24, 2018	All
September 11, 2018	All
May 14, 2019	All
May 11, 2021	All
October 12, 2021	All
November 23, 2021	All
January 25, 2022	All
March 22, 2022	All
May 24, 2022	All
June 14, 2022	Semi-annual review of Executive Session minutes
September 13, 2022	All
October 25, 2022	All



## BOARD AGENDA MEMORANDUM

DATE OF MEETING: **March 10, 2023**

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**To:** Village President and Board of Trustees

**Through:** Napoleon Haney, Village Manager

**From:** Denise McGrath, Chief of Police

**Topic:** Agreement with Sensys Gatso USA, Inc. – Red Light Camera Upgrade

### PURPOSE

Enter into an agreement with Sensys Gatso USA, Inc. of Beverly, Massachusetts for fixed-location traffic enforcement services, commonly known as red-light cameras, for new/upgraded hardware, software, and processing services.

### PROCESS

In September 2008, the Village entered into an agreement with Gatso USA, Inc. for technology and business services to provide the Village with a red-light photo-enforced system to monitor red-light violations. The red-light cameras went live in August of 2009 following the IDOT approval process, installation, and warning/testing phase. The red-light cameras are installed at five (5) locations:

- 183<sup>rd</sup> St. & Governors Hwy. – eastbound
- 183<sup>rd</sup> St. & Governors Hwy. – northbound
- 175<sup>th</sup> St. & Halsted St. – northbound
- 183<sup>rd</sup> St. & Halsted St. – southbound
- Halsted St. & Ridge Rd. – southbound

Sensys acquired Gatso in 2015. The new agreement includes updated hardware at all locations, for which there is no charge or associated costs. The new cameras will have improved picture quality and resolution.

There are six (6) transactions that occur for each citation. The individual transaction fees will increase from \$5.00 to \$5.50, with an overall maximum per citation increase from \$30.00 to \$33.00.

Installation of the new cameras is expected to occur in May 2023.



## OUTCOME

Approval of this agreement will provide the Village with a red-light photo-enforced system to monitor red-light violations.

## FINANCIAL IMPACT

- **Funding Source:** General Fund
- **Budgeted Amount:** N/A
- **Cost:** \$30 to \$33 per citation

## LEGAL REVIEW

Completed

## RECOMMENDED BOARD ACTION

Authorize the Village President to enter into an agreement between Sensys Gatso USA, Inc. of Beverly, Massachusetts and the Village of Homewood for red-light camera traffic enforcement services at a cost of \$33 per citation.

## ATTACHMENT(S)

Agreement

## Master Services Agreement

This Master Services Agreement is made on \_\_\_\_\_, 2023, between Sensys Gatso USA, Inc., a Delaware corporation with a principal business address at 900 Cummings Center, Suite 316-U, Beverly, MA 01915 (“Sensys Gatso”) and the Village of Homewood, an Illinois municipal corporation with a principal business address at 2020 Chestnut Road, Homewood, IL 60430 (the “Customer”).

WHEREAS, Customer previously retained the business and technology services of Sensys Gatso pursuant to an Agreement dated September 8, 2008 (as amended, the “2008 Agreement”);

WHEREAS, Customer now wishes to retain Sensys Gatso for the same and additional (the “Services”) as set forth in this Master Services Agreement (the “Agreement”) and in one or more attachments, incorporated herein by reference (each a “Service Attachment”) to facilitate the detection, issuance and/or processing of violations of one or more of Customer’s traffic law or code enforcement programs (each a “Program”); and

WHEREAS, in connection with each Service, Sensys Gatso agrees to provide the Services and the equipment described in a Service Attachment (“Equipment”); and

WHEREAS, Sensys Gatso also agrees to provide Customer with access to certain proprietary software and technology (the “System”) and associated back-end processing of notices issued to registered owner(s) of vehicles determined to be violating a Program (each a “Notice of Violation”), pursuant to the terms of this Agreement;

NOW THEREFORE, the parties mutually agree as follows:

### 1. AGREEMENT TERM; TERMINATION

- 1.1. Initial Term and Extensions. This Agreement shall take effect on the date that Sensys Gatso provides Customer with notice of substantial completion of the installation of additional equipment to be installed on or after March 15, 2023 by Sensys Gatso (the “Effective Date”). Prior to the Effective Date, Sensys Gatso and Customer agree to remain bound by the terms of the 2008 Agreement. On the Effective Date, the 2008 Agreement will automatically terminate. The Term of this Agreement shall then continue from the Effective Date for a period of five (5) years (“Initial Term”). Upon expiration of the Initial Term, the Agreement will automatically renew for a two (2) year term (each an “Extension Term” and, collectively with the Initial Term, the “Term”), unless either party provides a written notice declining to extend not later than thirty (30) days prior to expiration of the then-current Initial Term or an Extension Term. Except as otherwise set forth herein, Extension Terms are subject to extension pricing which shall be mutually agreed upon by the parties no less than sixty (60) days prior to the expiration of the then-current Initial Term or Extension Term.
- 1.2. Termination by Agreement. This Agreement may be terminated at any time by the mutual written agreement of Sensys Gatso and Customer.
- 1.3. Termination for Cause. Either party may terminate this Agreement or any Service Attachment, as applicable, for cause if the other party has breached its obligations under the Agreement or the applicable Service Attachment provided. In the event of a termination under this Section 1.3, the terminating party must provide sixty (60) days advance written notice to the other party of its intent to terminate, which



notice must include the reasons for the termination. The notice must provide the other party with an opportunity to cure the breach during the sixty (60) day period following receipt of the notice. However, if the nature of such default is such that it cannot reasonably be cured within such period, the party required to cure shall be deemed to have cured such default if within such period such party commences performance thereof and thereafter diligently prosecutes with proof the same to completion.

- 1.4 Termination by Sensys Gatso due to Change in Law. Sensys Gatso may terminate this Agreement or any Service Attachment by giving Customer not less than ninety (90) days' prior written notice if (a) applicable law is amended, or a federal or state agency adopts a rule or other requirement, to prohibit or substantially restrict the operation of automated traffic law or code enforcement systems described in a Service Attachment, including the Equipment and System being provided by Sensys Gatso; or (b) any court of competent jurisdiction rules that the System, or other similar systems, violates applicable law or cannot otherwise be used to enforce Notices of Violation (each of (a) and (b) is a "Change in Law"). Notwithstanding the foregoing, Sensys Gatso or Customer may, following Sensys Gatso's notice of termination under this Section 1.4, choose to immediately suspend the Services described in such Service Attachment, upon the effective date of such Change in Law.

Notwithstanding the foregoing, Sensys Gatso shall not terminate this agreement or any service attachment due to Change in Law until (1) legal action involving the customer related to Change in Law has been resolved; or (2) in the case of a Change of Law that substantially restricts the operation of automated traffic law or code enforcement systems, but does not prohibit such systems, until the Parties have had a reasonable opportunity to confer in good faith regarding mutually acceptable amendments to this Agreement or the Services to permit the continued operations of the Services.

- 1.5. Effect of Termination or Expiration. On the termination date or on the first day after any other date of termination or expiration of this Agreement ("Effective Date of Termination"), the Services shall immediately cease. The following Sections of the Agreement shall survive any termination or expiration of the Agreement: 1.5 (Effect of Termination), 1.6 (Removal of Equipment), 2.1 (Service Fees), 3.8 (Storage of Violation Data), 4.2 (Cooperation), 5.3 (Indemnification Obligations), 5.6 (Applicable Law; Jurisdiction and Venue), and 5.16 (Notices). Notwithstanding the foregoing, unless otherwise prohibited by law, Sensys Gatso will continue to provide customer service team coverage for ninety (90) days after the "Effective Date of Termination" and shall process Program violations detected or issued pursuant to this Agreement prior to the Effective Date of Termination until such violation is dismissed by Customer, payment is made, or judgment is entered by a court.
- 1.6. Removal of Equipment. Within forty-five (45) days following the Effective Date of Termination, Sensys Gatso shall retrieve all Equipment from Customer. Customer shall not charge any storage fees for the Equipment during this period. Sensys Gatso shall be responsible for obtaining any permits required to remove equipment from appropriate agencies. Customer shall agree to waive any permit fees that would be paid to Customer which Customer is legally permitted to waive.

## 2. COMPENSATION

2.1. Service Fees. Customer shall pay Sensys Gatso all fees set forth in one or more Service Attachments (the “Service Fees”) within thirty (30) days of a receipt of an invoice therefore.

2.2. Service Fees Payment.

2.2.1. Invoicing. Sensys Gatso shall invoice the Customer for service fees on or before the 30<sup>th</sup> day of each month. Payment terms are thirty (30) days net from the date of invoice. Each invoice shall state the total quantity of citations collected and service fees owed to Sensys Gatso. A late fee of 1.5% will be added to all fees not paid within 15 days after the Due Date. The late payments will be added to the invoices of the next month.

2.2.2. Fees are Sole Compensation. Except as explicitly set forth in a Service Attachment, the Service Fees, any Termination Fees, and any Credit Card Convenience Fees, as defined in Section 3.6, shall be Sensys Gatso’s sole compensation for the Services. Sensys Gatso shall remain responsible for all costs and expenses associated with the supply, installation, commissioning, operation, maintenance, repair, replacement, and removal of the Equipment and maintenance of the System unless otherwise set forth in this Agreement or a Service Attachment.

## 3. SCOPE OF SERVICES

3.1. Sensys Gatso Project Manager. Sensys Gatso will designate one Sensys Gatso employee as Customer’s principal contact at Sensys Gatso (“Sensys Gatso Project Manager”). Sensys Gatso reserves the right to replace the employee designated as the Sensys Gatso Project Manager at its discretion. In the case Sensys Gatso designates a new employee as the Sensys Gatso Project Manager, it will give Customer written notice of the new employee’s name and contact information. The Sensys Gatso Project Manager shall be generally available between 0800 hours and 1700 hours (CST) Monday through Friday (excluding holidays) by phone and/or e-mail. Sensys Gatso will also provide customer with a dedicated “hotline” number for emergencies situations. The Customer’s principal contact is designated to address all other Client needs. Phone calls or e-mails shall be returned by the Sensys Gatso Project manager or a Sensys hotline support team member within one (1) hour for all equipment and software related issues that have resulted or will result in degraded or cessation of operation. All other phone calls or e-mails shall be returned within one (1) business day.

3.2. Services; System Operation. Sensys Gatso shall perform the Services in accordance with the Business Rules, as defined in Section 4.4. Sensys Gatso shall operate the System on a continuous, 24-hour basis, seven (7) days per week, except for reasonable scheduled and unscheduled downtime, and Force Majeure as set forth in Section 5.10. Sensys Gatso shall notify the Customer two (2) business days prior to any scheduled downtime in writing. The System shall utilize commercially reasonable security protocols and shall be accessible by end-users employed by the Customer, and, to the extent required to provide the Services, the general public, over the internet through supported web browsers. Sensys Gatso shall install, operate, and maintain the System in accordance with the provisions of the Village’s Municipal Code,

Section 11-208.6 of the Illinois Vehicle Code, 625 ILCS 5/11-208.6, and any other applicable law.

- 3.3. System Upgrades. In the event Sensys Gatso makes upgrades to the software or related performance capabilities of the System generally available to other customers, Sensys Gatso will provide such upgrades without charge to Customer. This Section 3.3, shall not, however, entitle Customer to receive any additional Services or Equipment other than those described in the Service Attachment. If subsequent to the execution of this Agreement the State of Illinois LED traffic signal requirements change, Sensys Gatso and the Village shall each bear fifty percent (50%) of the cost of future state-mandated LED traffic signal upgrades. However, either party shall have the right to decline participation in future upgrades and terminate the contract.
- 3.4. Customer Personnel Training. On days and at times agreed by the parties, Sensys Gatso will provide training to Customer personnel designated by Customer with respect to accessing and using the System. Sensys Gatso may make available to Customer certain written materials to support Customer personnel use of the System (the "Training Materials").
- 3.5. Notices of Violation. Except for Notices of Violation issued by Customer personnel at the time of violation, Sensys Gatso shall issue a Notice of Violation to the registered owner(s) of each vehicle identified by Customer personnel as described in a Service Attachment, in a form and manner approved by Customer. With respect to any registered owner(s), who has not paid a Notice of Violation in a timely manner, Sensys Gatso shall send additional notices thereafter as further described in a Service Attachment.
- 3.6. Payment Methods; Telephone Support. Sensys Gatso shall provide the registered owner(s) or designated violator the opportunity to pay or request to contest a Notice of Violation using one of the following methods: web, telephone, and mail. To the extent permitted by applicable law, Sensys Gatso may pass through to registered owners any reasonable credit card convenience fees imposed upon Sensys Gatso by its suppliers for violations paid by credit card ("Credit Card Convenience Fee"). Registered owners may remit payment to Sensys Gatso by mail in the form of a money order or check drawn upon a U.S. bank in order to avoid paying the Credit Card Convenience Fee. Customer shall have no obligation for the payment of any Credit Card Convenience Fee. Additionally, Sensys Gatso will maintain a toll-free telephone number for registered owners to discuss Notices of Violation and make payments, with hours of 8:00 a.m. to 5:00 p.m. (Eastern) Monday through Friday, not including state and federal holidays. Sensys Gatso shall respond to customer inquiries or questions within one business day.
- 3.7. Deposit of Fines. Sensys Gatso will collect Notice of Violation fines from those who voluntarily pay and shall have authority to receive such payments and endorse checks, drafts, money orders and other negotiable instruments which may be received in payment on Customer's behalf. Sensys Gatso will place such amounts in a separate account with a banking institution approved by Customer ("Master Account"). The Master Account shall be established in a manner which permits: (a) funds to be swept to a Customer-designated bank account by Sensys Gatso; and (b) for Customer to have viewing rights to the Master Account. Sensys Gatso will sweep Notice of Violation fines from the Master Account to the Customer-designated bank account weekly.
- 3.8. Storage of Violation Data. Sensys Gatso will store all violation data for five (5) years after payment or final

adjudication of such violation or such longer period as required by applicable law. Customer shall have reasonable access to the violation data during the storage period.

3.9. NLETS Requirements. All authorized Sensys Gatso or subcontractor personnel reviewing vehicle information database or other program obtained via the National Law Enforcement Telecommunications System (“NLETS”) on behalf of Customer shall comply with all applicable federal and state laws and all NLETS requirements. Without limiting the foregoing, Sensys Gatso expressly acknowledges the restrictions imposed by Driver Privacy Protection Act and shall comply therewith.

3.10. Reports. The System shall include functionality that permits Customer to run reports with regard to the functioning of the System, including but not limited to the number of Notices of Violation issued and paid, the aggregate amounts paid by registered owners or designated violators, the number of contested Notices of Violation, the amount of scheduled and unscheduled downtime of the System, and such other data as set forth in a Service Attachment or reasonably requested by Customer.

3.11. Public Awareness. Sensys Gatso shall, to the extent permitted by law, assist and support Customer’s efforts in public education and awareness programs, by providing information including, but not limited to, violation statistics and violation statistic improvements. Sensys Gatso shall provide Customer with a pamphlet that Customer may reproduce and distribute to Customer residents (each a “Pamphlet”). The Pamphlet, which may be customized to include branding provided by Customer, shall include a description of the operation of the System in non-technical terms.

3.12. Insurance. Sensys Gatso shall, during the Term of this Agreement, maintain insurance coverage in at least the minimum amounts set forth in this Section 3.12:

a. Workers’ Compensation and Employer’s Liability with limits not less than:

- Workers’ Compensation: statutory
- Employer’s Liability: \$500,000 ea. accident-injury
- \$500,000 ea. employee-disease
- \$500,000 disease-policy

This insurance shall provide that coverage applies to the state of Illinois.

b. Comprehensive Motor Vehicle Liability, with limits for vehicles owned, non-owned, or rented of not less than \$1,000,000 Bodily Injury and Property Damage Combined Single Limit

c. Comprehensive General Liability, with limits not less than \$1,000,000 Bodily Injury and Property Damage Combined Single Limit. Coverage must be written on an “occurrence” basis.

Sensys Gatso must file with the Village certificates of insurance reflecting the minimum insurance coverage and limits provided in this Section 3.20 prior to commencing work on the System.

**4. CUSTOMER RESPONSIBILITIES**

4.1. Customer Project Manager. Customer will designate one Customer employee as Sensys Gatso’s principal

contact (“Customer Project Manager”). Customer reserves the right to replace the employee designated as the Customer Project Manager at its discretion. In the case Customer designates a new employees as the Customer Project Manager, it will give Sensys Gatso written notice of the new employee’s name and contact information.

- 4.2. Cooperation. Customer will cooperate with Sensys Gatso during all aspects of the planning, installation, implementation, and operation of the Equipment and the System and to perform any other Customer obligations set forth in this Agreement and in any Service Attachments attached hereto. Customer will provide Sensys Gatso, at no cost, all Village permits necessary for the System. Customer will also reasonably assist Sensys Gatso in securing necessary permits from other governmental agencies.

Customer shall: (a) keep all Equipment and Systems in its possession free of all security interests of any kind whatsoever, including liens, encumbrances and claims; (b) take reasonable measures to protect the Equipment and Systems from theft, unauthorized use or vandalism; (c) not remove or have removed any identification marks applied to the Equipment by Sensys Gatso or the manufacturer; (d) use the Equipment and the System with due care and in conformity with all applicable laws; and (e) not modify the Equipment or the System in any way.

- 4.3. Access to Information Services. To the extent required by NLETS or other data provider agreed by the parties, Customer will provide written authorization (in a form reasonably acceptable to Customer) for Sensys Gatso to perform motor vehicle ownership inquiries on behalf of Customer.
- 4.4. Business Rules. Customer will establish and document certain Program parameters as reasonably requested by Sensys Gatso (the “Business Rules”). Customer will provide Sensys Gatso with at least sixty (60) days’ written notice of any proposed change to the Business Rules unless the changes requested are required by a Change in Law impacting the operation of the program. Business Rules shall be deemed Program Data, as defined in Section 5.2.1.
- 4.5. Collection of Unpaid Fines. For any Services for which Sensys Gatso is compensated based on Notices of Violation fines or other fees paid by violators, Customer agrees to take collections action against those registered owners or designated violators that fail to pay or contest a Notice of Violation as set forth in Section 3.7. Customer may retain a third-party collections agency or law firm to recover the fines, including collections costs and expenses, or retain Sensys Gatso to perform such collections activities pursuant to a Collections Service Attachment. Any amounts collected through the collections process described in this Section 4.5 will be included in total Notice of Violation fines collected for the purposes of calculating Service Fees, if applicable.
- 4.6. Change Order. The City may from time to time request changes to the work required to be performed or the addition of products or services to those required pursuant to the terms of this Agreement by providing written notice to Sensys Gatso, setting forth in reasonable detail the proposed changes (a “Change Order Notice”). Upon Sensys Gatso’s receipt of a Change Order Notice, Sensys Gatso shall deliver a written statement describing the cost, if any (the “Change Order Proposal”). The Change Order Proposal shall include (i) a detailed breakdown of the charge and any schedule impact, (ii) a description of any resulting changes to the specifications and obligations of the Parties, (iii) a schedule for the delivery and other

performance obligations, and (iv) any other information relating to the proposed changes reasonably requested by the City. Following the City’s receipt of the Change Order Proposal, the Parties shall negotiate in good faith and agree in writing to a plan and schedule for implementation of the proposed changes, the time, manner and amount of payment or price increases or decreases, as the case may be, and any other matters relating to the proposed changes; provided, however, in the event that any proposed change involves only the addition of equipment or services to the existing Designated Intersection Approaches, or the addition of Intersection Approaches to be covered by the terms of this Agreement, to the maximum extent applicable, the pricing terms set forth in this Agreement shall govern. Any failure of the Parties to reach agreement with respect to any of the foregoing as a result of any proposed changes shall not be deemed to be a breach of this Agreement provided each Party acted in good faith.

**5. GENERAL PROVISIONS**

5.1. Representations and Warranties.

5.1.1. Sensys Gatso represents and warrants that at all times during the Term:

- a) it has the independent legal authority to enter into the Agreement and any Service Attachment;
- b) the Equipment will conform with all written specifications provided by Sensys Gatso to Customer;
- c) the Equipment will conform with the intended purpose and use it was designed for;
- d) the Services described herein will be performed in a professional manner with due care and skill;
- e) it will perform the Services in compliance with all applicable federal, state, and local laws including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification including without limitation the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq*;
- f) it is not barred by law from contracting with Customer or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Department of Revenue in the state in which Customer is located unless Sensys Gatso is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or (ii) any finding of recovery made against Sensys Gatso by the Auditor of such state;
- g) the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to Customer prior to the execution of this Agreement and that this Agreement is made without collusion with any other person, firm, or corporation; and

- h) neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specifically Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specifically Designated National and Blocked Person. Sensys Gatso further represents and warrants to Customer that Sensys Gatso and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specifically Designated National and Blocked Person.
- i) EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 5.1:
1. THE PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.
  2. SENSYS GATSO MAKES NO WARRANTY THAT THE SERVICES, THE EQUIPMENT OR THE SYSTEM WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICES AND SYSTEMS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES SENSYS GATSO MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, THE EQUIPMENT OR THE SYSTEM. THE PROGRAM DATA AND PROGRAM MATERIALS ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND.

5.1.2. Customer represents and warrants that at all times during the Term:

- a) it has the independent legal authority to enter into the Agreement and that it has complied with any and all applicable federal, state, and local procurement requirements in connection therewith;
- b) it has the legal right to grant the licenses set forth in Section 5.2.3; and
- c) it will establish Business Rules, and utilize the Services and the System, in compliance with all applicable federal, state and local laws.

## 5.2. Ownership; Licenses.

5.2.1. Program Data. Customer shall retain all right, title and interest in and to any information, data, study findings, or report content created by Sensys Gatso related specifically to the Program or its operation ("Program Data"). Customer grants to Sensys Gatso: (a) a non-exclusive, worldwide, royalty-free, fully paid up, sub licensable, non-transferrable right and license during the Term to copy, distribute, display and create derivative works of and use Program Data solely to perform the Services; and (b) a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, fully paid up, right and license to use Program Data solely in an aggregated, de-identified or anonymized

format such that Customer, its personnel and violators are not identified, in order to evaluate and enhance Sensys Gatso's systems and services. Sensys Gatso and its affiliates may identify Customer as an entity utilizing the Services and the System in its marketing materials, including but not limited to its website and proposals to perform the same or similar Services for others, without the prior written consent of Customer.

5.2.2. Program Materials. Sensys Gatso shall retain all right, title and interest in and to any information, data, software (including with respect to any System integration performed by or on behalf of Sensys Gatso), templates, studies, reports or other documents, including Training Materials, Pamphlets, and other materials used generally by Sensys Gatso in performing services for its clients ("Program Materials"). Sensys Gatso grants to Customer a non-exclusive, royalty-free, fully paid up, non-sub licensable, non-transferrable right and license during the Term to create a limited number of copies, distribute, display and create derivative works of and use, Program Materials solely by its authorized personnel for Customer's internal use in connection with the Services.

5.2.3. Customer Marks. Customer hereby grants to Sensys Gatso and its affiliates a non-exclusive, non-transferable, sub licensable, license during the Term to use, reproduce, display, and distribute the Customer name, seal, logo, domain name and other marks owned or controlled by Customer ("Customer Marks") solely in connection with the Program Materials and as otherwise required in connection with the performance of the Services. Sensys Gatso will provide Customer the opportunity to review and approve all uses of the Customer Marks. Notwithstanding the foregoing, Sensys Gatso and its affiliates may identify the Customer as an entity utilizing the Services in its marketing materials, including but not limited to its website and proposals to perform the same or similar services for others, without the prior written consent of Customer. Nothing in this Agreement grants the Customer any right to use the name, logo or other marks of Sensys Gatso or its affiliates except as incorporated in Program Data and Program Materials, or otherwise with the prior written consent of Sensys Gatso.

### 5.3. Indemnification Obligations.

5.3.1. Sensys Gatso shall indemnify, defend, and hold harmless the Customer and its elected officials, officers, employees, agents, attorneys, representatives, and permitted assignees and all persons acting by, through, under, or in concert with them (the Customer Indemnitees) from and against any and all losses that may be imposed on or incurred by the Customer Indemnitees arising out of or in any way related to:

- a) any material representation, inaccuracy, or breach of any covenant, warranty, or representation of Sensys Gatso contained in this Agreement.
- b) negligence or misconduct of Sensys Gatso or its employees, contractors, or agents that results in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or misconduct of any Customer Indemnitee; or



- c) any claim, action, or demand not caused by the Customer's failure to perform its obligations under this Agreement.
- 5.3.2. Notwithstanding anything to the contrary in this Agreement, neither Sensys Gatso nor the Customer will be liable to the other, by reason or any representation or express or implied warranty, condition, or other term or any duty at common or civil law, for any lost profits or any indirect, incidental, or consequential damages however caused.
- 5.3.3. In the event any claim, action, or demand (collectively a "Claim") in respect of which the Customer seeks indemnification from Sensys Gatso, the Customer must give Sensys Gatso written notice of such Claim promptly after the Customer first becomes aware of it. Sensys Gatso will have the right to choose counsel to defend against the Claim (subject to approval of such counsel by the Customer, which approval may not be unreasonably withheld, conditioned, or delayed) and to control and settle the Claim. The Customer will have the right to participate in the defense at its sole expense.
- 5.3.4. To the extent not prohibited by the laws of the state in which Customer is located, Customer shall indemnify, defend, and hold harmless Sensys Gatso and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assigns and all persons acting through, by, under or in concert with them (including but not limited to Equipment or System suppliers and installers) (the "Sensys Gatso Indemnitees") from and against any and all third party claims arising out of or related to:
3. any material breach of the representations and warranties of Customer set forth in Section 5.1.2;
  4. negligence or misconduct of Customer or its employees, contractors, or agents that results in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or misconduct of any Sensys Gatso Indemnitee; or
  5. the validity of the results of Customer's use of the System or any portion thereof; or the validity of any Notice of Violation issued, prosecuted, and collected as a result of Customer's use of the System except to the extent caused by Sensys Gatso's failure to comply with the terms of the Agreement.
- 5.4. Relationship between Sensys Gatso and Customer. Sensys Gatso is an independent contractor. This Agreement does not create, and nothing in this Agreement may be deemed, construed, or applied to create a partnership, joint venture or the relationship of principal and agent or employer and employee between the parties. Further, This Agreement does not permit either Party to incur any debts or liabilities or obligations on behalf of the other Party, except only as specifically provided herein.
- 5.5. Assignment; Successors and Assigns. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Sensys Gatso further reserves the right to use third party contractors to fulfill its obligations to provide certain Services provided that Sensys Gatso shall be responsible for the performance of such

subcontractors in accordance with the terms of this Agreement. The Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns

- 5.6. Applicable Law; Jurisdiction and Venue. This Agreement is governed by and construed in all respects in accordance with the laws of the state in which Customer is located, without regard to any conflicts of laws rules. Any lawsuit arising out of or in connection with this Agreement must be filed in a state or federal court of competent jurisdiction and venue in the state in which Customer is located, and both parties specifically agree to be bound by the jurisdiction and venue of such courts.
- 5.7. Compliance with Laws. Sensys Gatso must provide and perform all services under this Agreement in compliance with, and Sensys Gatso agrees to be bound by, all applicable federal, State of Illinois, and local laws including without limitation the Fair Labor Standards Act; any statutes regarding affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification including without limitation the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*
- 5.8. Not Barred; No Collusion. Sensys Gatso hereby represents that it is not barred by law from contracting with the Customer or with any other unit of the state or local government as a result of (a) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Sensys Gatso is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or amount of the tax as set forth in in 65 ILCS 5/11-42.1-1 or (b) a violation of either Sec. 33E-4 of Art. 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*
- 5.9. Disclosure of Interested Persons. Sensys Gatso hereby represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Customer prior to the execution of this Agreement and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Sensys Gatso, in procuring this Agreement, has colluded with any other person, firm, or corporation, then Sensys Gatso will be liable to the Customer for all loss or damage that the Customer may suffer thereby, and this Agreement will be null and void, at the Customer's option.
- 5.10. Patriot Act Compliance. Sensys Gatso represents and warrants that to the Customer that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. Sensys Gatso further represents and warrants to the Customer that Sensys Gatso and its principals, shareholders, members, partners, or affiliates, as applicable, are not directly or indirectly, engaged in, and are not facilitating the transactions contemplated by this Agreement on behalf of any person or entity name as a Specially Designated National and Blocked Person. Sensys Gatso hereby agrees to defend, indemnify, and hold harmless the Customer, its corporate authorities, and all Customer appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses, including reasonable attorneys' fees and costs arising from or related to any breach of the foregoing representations and warranties.

- 5.11. Force Majeure. Neither party shall be liable for delays in the performance of its obligations hereunder to the extent due to a Force Majeure Event or the negligence or misconduct of a third party. “Force Majeure Event” means conditions or other circumstances, such as acts of God that: (a) were not foreseen, and could not have been reasonably foreseen, but the party obligated to perform, (b) are beyond the control of the party obligated to perform, and (c) materially hinder or interfere with the ability of the party obligated to perform to complete performance; provided, however, that no such condition or circumstance will be a Force Majeure Event if it is the result of the fault, negligence, or material breach of this Agreement by the party obligated to perform. Examples of Force Majeure events include wars, floods, strikes and labor disputes, unusual delays in transportation, epidemics, earthquakes, severe adverse weather conditions not reasonably anticipated, and delays in permitting.
- 5.12. Escalation Procedure. The following procedure will be followed if resolution of a conflict arising during the performance of this Agreement is required:
- 5.12.1. When a conflict arises between Customer and Sensys Gatso, the project team members will first strive to work out the problem internally.
- 5.12.2. If the project team cannot resolve the conflict within five (5) business days, the Customer Project Manager identified pursuant to Section 4.1 and the Sensys Gatso Project Manager identified pursuant to Section 3.1 will confer to resolve the issue.
- 5.12.3. If the conflict is not resolved within five (5) business days after being escalated to the Project Managers, a senior executive of Sensys Gatso will confer with a senior level administrator for Customer within five (5) days to resolve the issue.
- 5.12.4. If no resolution is reached pursuant to Section 5.12.3, the parties may mutually agree to terminate the Agreement pursuant to Section 1.2 or seek any available legal or equitable remedies.
- 5.12.5. During any conflict resolution as described in this Section 5.12, Sensys Gatso agrees to provide the Services relating to items not in dispute, to the extent practicable, pending resolution of the conflict. Customer agrees to reasonably cooperate with Sensys Gatso’s provision of such services and shall pay invoices per the Agreement.
- 5.13. Entire Agreement; Amendment. This Agreement and its Service Attachments constitutes the entire agreement between the parties about the Services and supersedes all prior and contemporaneous agreements or communications, including without limitation the Agreement of the parties dated September 8, 2008 and all subsequent amendments hereto, except with respect to those provisions that survive the termination or expiration thereof. This Agreement and any Service Attachment may only be amended by a writing specifically referencing the section of the Agreement or Service Attachment to be amended and which has been signed by authorized representatives of the parties.
- 5.14. Counterparts; Electronic Signature. This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original and all of which when taken together will constitute the same Agreement. Any signature or copy of this Agreement made by reliable means (for example, photocopy,

electronic signature or electronic mail) shall be considered an original.

- 5.15. Enforceability. If any term in this Agreement is found by competent judicial authority to be unenforceable in any respect, the validity of the remainder of this Agreement will be unaffected, provided that such unenforceability does not materially affect the parties' rights under this Agreement.
- 5.16. Waiver. An effective waiver under this Agreement must be in writing signed by the party waiving its right. A waiver by either party of any instance of the other party's noncompliance with any obligation or responsibility under this Agreement, whether or not made in writing, will not be deemed a waiver of any subsequent instances.
- 5.17. Notices. Any notices provided pursuant to this Agreement shall be effective three days after deposit in the U.S. Mail if sent by Certified Mail Return Receipt Requested, or immediately if by in-person delivery or confirmed electronic mail, to the parties at the addresses first set forth herein.
- 5.18. LIMITATION OF LIABILITY. EXCEPT FOR AMOUNTS PAYABLE WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 5.3: (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THE AGREEMENT, THE SERVICES, OR THE SYSTEMS, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY; AND (B) THE AGGREGATE LIABILITY OF EITHER PARTY FOR DIRECT DAMAGES ARISING OUT OF THE AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE LIMITED TO THE SERVICE FEES PAID OR PAYABLE BY CUSTOMER UNDER THE APPLICABLE SERVICE ATTACHMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH CLAIM.

IN WITNESS WHEREOF, Sensys Gatso and Customer have caused this Agreement to be executed by their properly authorized representatives as of the Effective Date.

*Agreed to:*

Sensys Gatso USA, Inc.

*Agreed to:*

The \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

William Braden  
President  
[b.braden@sensysgatso.com](mailto:b.braden@sensysgatso.com)

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Email: \_\_\_\_\_

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

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

*Attested to:*

By: \_\_\_\_\_  
Authorized Signature

*Attested to:*

By: \_\_\_\_\_  
Authorized Signature

Name (type or print): \_\_\_\_\_

Name (type or print): \_\_\_\_\_

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

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

**SERVICE ATTACHMENTS**

**Fixed Location Traffic Enforcement**

This Fixed Location Traffic Enforcement Service Attachment (this “Service Attachment”) is made pursuant and subject to the terms of the Master Services Agreement between Sensys Gatso USA, Inc. (“Sensys Gatso”) and the Village of Homewood, Illinois (“Customer”) dated \_\_\_\_\_, 2023 (the “Agreement”). This Service Attachment is incorporated into, and governed by the terms of, the Agreement. In the event of a conflict between the terms of the Agreement and this Service Attachment, the terms of this Service Attachment shall prevail solely with respect to the Services described herein. All capitalized terms not otherwise defined herein shall have the meaning given such terms in the Agreement.

**1. SERVICE FEES**

1.1 Existing Systems and Systems Operational Under 24 Months. For all existing camera systems and any new camera systems operational in a 24 month period after the execution of this agreement the Sensys Gatso fees for services under this Agreement will be paid on a service-fee-per-transaction basis up to a maximum of \$33.00 for any single citation. Sensys Gatso scope of services as provided shall remain the same and are calculated as follows:

1. Image capture	\$5.50
2. Initial review	\$5.50
3. DMV inquiry	\$5.50
4. Second review	\$5.50
5. Police Dept review preparation	\$5.50
6. Citation issuance & mailing	\$5.50

1.2 New Red Light Enforcement Systems installed after the first twenty four (24) months of the Term. Such prices shall be determined by Sensys Gatso and Customer prior to such installation.

1.3 Adjustments for Equipment Downtime. If an installed Red Light Enforcement System is inoperative or needs repair due to knockdown, damage, or road construction, and such repair requires more than ten (10) business days to complete, the [Service Fees] city will be required pursuant to Section 1.1 shall be fifty percent (50%) of the rolling twelve (12) month average of the Service Fees for that system for a period not to exceed six (6) months or until such repair is completed, whichever is earlier; provided, however, that such Service Fee adjustment shall not apply where the Customer is responsible in whole or in part for such delay.

1.4 Consumer Price Index Adjustment. The Service Fees provided in Sections 1.1 and 1.2 of this Service Attachment shall be subject to a Consumer Price Index (“CPI”) adjustment every three (3) years on the Effective Date during the Term (each, an “adjustment Date”). On an Adjustment Date, such Service Fees shall be adjusted by the increase, if any, in the CPI for All Urban Consumers for the region in which the Customer is located as published by the United States Department of Labor’s Bureau of Economic Statistics, or, in the event that the United States Department of Labor ceases to publish such an index, a similar index determined by Sensys Gatso.

## 2. SCOPE OF SERVICES

- 2.1 Equipment. Sensys Gatso shall operate, and maintain, and where necessary install or replace, fixed location traffic enforcement cameras (each a “Camera”) in accordance with Sensys Gatso’s standard installation and maintenance practices.
- 2.2 Camera Installation; Camera Poles. Sensys Gatso will install Cameras on Customer owned or controlled poles at enforcement locations mutually agreed by Sensys Gatso and Customer based upon community safety considerations. In the event that there is no feasible pole located at an identified location, Sensys Gatso will install a pole at such location subject to the additional terms and conditions set forth in Exhibit A (each a “Camera Pole”).
- 2.3 24-Hour Operation. Sensys Gatso shall operate the Equipment on a continuous, 24-hour basis, seven (7) days per week, except for reasonable scheduled and unscheduled maintenance and repairs and Force Majeure as set forth in Section 5.5 of the Agreement. For the first thirty (30) days after the first Equipment components are activated, Customer may elect to issue warning notices rather than Notices of Violation (“Warning Period”).
- 2.4 Images and Data Processing. Sensys Gatso will: (a) upload encrypted violation images and embedded violation data from the Cameras to the System; (b) correlate images and data with motor vehicle records, and (c) assemble the images and data for each violation detected by a Camera that meets the business rules provided by Customer into an electronic package accessible through the System (each a “Violation Package”). Sensys Gatso will use commercially reasonable efforts to complete these activities within twenty (20) days of the date of violation.
- 2.5 Notices of Violation. Within ten (10) days of approval of a Notice of Violation by Customer pursuant to Section 3.1 of this Service Attachment, Sensys Gatso shall issue a Notice of Violation, including images and data of the violation, to registered owners of vehicles identified in the Violation Package by first class mail. The System shall allow the registered owner(s) to review the images and data related to the notice of violation, through the web-portal by using a unique identifier code included in the Notice of Violation. If a registered owner disputes responsibility for a violation and identifies a different violator in a manner agreed by Customer, then Sensys Gatso will reissue the Notice of Violation to that different violator within ten (10) days after such identification. With respect to any Notice of Violation that is not paid or contested within forty-five (45) days of mailing of the Notice of Violation, Sensys Gatso may send additional notices thereafter, in a form mutually agreed upon by the parties (each a “Subsequent Notice”). Sensys Gatso shall provide reasonable aid and assistance in the prosecution of Notices of Violation issued hereunder, including the provision of fact witnesses, as may be required in a court or quasi-judicial panel of competent jurisdiction, at no additional charge to Customer. The Customer will grant Gatso access to those records necessary in order to meet notification requirements in issuing notices.
- 2.6 Equipment Maintenance and Repair. Sensys Gatso shall maintain the Equipment and shall promptly repair or replace any damaged or defective components at its own expense, except if the damage was caused by the negligent operation of a Customer owned or controlled vehicle. Sensys Gatso shall perform preventative maintenance and cleaning of Equipment components on a regular basis, including review and testing of Camera settings and operation, communications, and other Equipment components. Sensys Gatso will use commercially reasonable efforts to notify Customer and initiate repairs within seventy-two (72) hours after identification of any material damage, defect, or other issue with respect to the Equipment.
- 2.7 Signage. If required by State legislation or local governing ordinance, Sensys Gatso will provide and install necessary signage at no cost to Customer informing inbound traffic that Customer utilizes traffic

law photo-enforcement devices to enforce traffic laws. Sensys Gatso shall provide and install additional signage as requested by Customer and agreed by Sensys Gatso at Customer's expense.

- 2.8 Traffic Studies. If agreed in writing by Sensys Gatso and Customer, Sensys Gatso will conduct an informal traffic study for proposed enforcement locations or other purposes agreed to by the parties (each a "Traffic Study"). Any reports resulting from a Traffic Study will be considered Program Data, as defined in Section 5.2.1 of the Agreement. Notwithstanding anything to the contrary in Section 5.1 of the Agreement, the Traffic Study and any resulting reports are provided "as-is" with no warranties of any kind.

### 3. **CUSTOMER RESPONSIBILITIES**

- 3.1 Review of Violations. Customer will provide sworn police officers, community service officers or other designated Customer personnel to carefully review each Violation Package to determine whether: (a) the violation is approved, and a Notice of Violation can be mailed; or (b) the violation is rejected. If the violation is rejected, the Customer Project Manager, identified pursuant to Section 4.1 of the Agreement, will report to Sensys Gatso the basis for the rejection. Customer is solely responsible for determining which violations identified by Sensys Gatso are issued as Notices of Violation.
- 3.2 Customer Infrastructure. Customer will maintain any traffic control devices at enforced locations in good working order and ensure that stop lines or speed zones are clearly marked, as applicable. For Customer owned or controlled poles, Customer will provide Sensys Gatso with access to such poles, and electricity for operation of the Cameras on such poles, at no charge to Sensys Gatso.



**EXHIBIT A****Additional Terms and Conditions for  
Installation of Camera Poles**

In the event that Sensys Gatso is required to install one (1) or more Camera Poles pursuant to Section 2.2 of this Service Attachment, the following additional terms and conditions shall apply:

- A. **Obtaining Permits.** Sensys Gatso shall prepare all permit applications, design drawings and other documents as may be reasonably required by Customer or any other governmental entity for the installation and operation of any applicable Camera Poles. Customer will provide to Sensys Gatso, at no cost, all Customer permits necessary for the installation of Camera Poles provided Sensys Gatso meets the minimum requirements for such permits. Sensys Gatso will use commercially reasonable efforts to obtain any other necessary permits for the Camera Poles from applicable agencies and shall pay all permit or other fees charged by such governmental entities in connection with the installation and operation of the Camera Poles. Customer will reasonably assist Sensys Gatso in securing necessary permits from other governmental agencies, as required and shall agree to waive any permit fees that would be paid to Customer which Customer is legally permitted to waive.
- B. **Installation.** Sensys Gatso will commence installation of the Camera Poles within ten (10) business days after any and all necessary state, county or other permit applications have been approved and such permits have been received. Sensys Gatso shall not be responsible for any delays associated with the failure of any state or local government to promptly provide applicable permits. In the event any permitting agency requires one (1) or more upgrades to any traffic control infrastructure at any enforcement location where the Camera Pole will be installed, such upgrades shall be the sole responsibility of Customer.
- C. **Restoration of Locations.** Upon any expiration or termination of this Service Attachment, Sensys Gatso shall remove any Camera Poles installed pursuant to this Exhibit A and restore such locations to substantially the same condition as existed prior to such installation. Notwithstanding the foregoing, Sensys Gatso will not remove any pole foundation, which shall be left approximately flush with grade with no exposed bolts or other hazards. Installed underground conduit and other equipment shall not be required to be removed. Sensys Gatso shall use commercially reasonable efforts such that removal and restoration activities occur within forty-five (45) days after the Effective Date of Termination and do not unreasonably interfere with or adversely affect traffic flow.



## BOARD AGENDA MEMORANDUM

DATE OF MEETING: **March 14, 2023**

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**To:** Village President and Board of Trustees

**Through:** Napoleon Haney, Village Manager

**From:** Angela Mesaros, Director of Economic and Community Development

**Topic:** Amendment to Redevelopment Agreement with HCF Homewood LLC

### PURPOSE

In July 2021, the Village entered into a restated redevelopment agreement (RDA) with HCF Homewood, LLC to construct a mixed-use building on the site of the former Triumph building, (the Hartford Building). The RDA provides for financial assistance due to high Cook County taxes, and the risk associated with an unproven market in our downtown. The Village and the Developer recently discovered a sentence within the Agreement that is inconsistent with the understanding and intent of how the Agreement will operate.

### PROCESS

In order to clarify and correct the sentence of the RDA, the Village Board must now approve an amendment to the restated Redevelopment Agreement that was approved in July 2021. All other provisions of the RDA will not be modified by the amendment.

### OUTCOME

The revised RDA corrects the discrepancy in order to avoid any future misunderstanding. The development benefits the community by bringing additional people to the downtown who will frequent the restaurants and stores, spurs additional mixed-use developments, restaurant and retail developments, and increases overall property values in the vicinity.

### FINANCIAL IMPACT

- **Funding Source:** Downtown TOD TIF Fund
- **Budgeted Amount:** No Change
- **Cost:** No Change

### LEGAL REVIEW

Completed



## **RECOMMENDED BOARD ACTION**

Authorize an amendment to the restated redevelopment agreement between HCF Homewood, LLC and the Village of Homewood, originally approved July 27, 2021, to facilitate development of a mixed-use project in the Village's Downtown Transit Oriented Development Tax Increment Financing District.

## **ATTACHMENT(S)**

First Amendment to the Agreement to the restated Redevelopment Agreement

**FIRST AMENDMENT TO THE RESTATED REDEVELOPMENT  
AGREEMENT BETWEEN HCF HOMEWOOD, LLC  
AND THE VILLAGE OF HOMEWOOD ORIGINALLY APPROVED  
JULY 27, 2021**

WHEREAS, the Village of Homewood (the Village) and HCF Homewood LLC (the Developer) entered into a restated redevelopment agreement (the Agreement) on July 27, 2021 to facilitate development of a mixed-use project in the Village’s Downtown Transit Oriented Development Tax Increment Financing District; and

WHEREAS, the Village and the Developer recently discovered a sentence within the Agreement that is inconsistent with the Village’s and the Developer’s understanding of how the Agreement will operate; and

WHEREAS, the Village and the Developer wish to correct this discrepancy to avoid any future misunderstanding regarding the parties’ intent.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the parties agree as follows:

**1. Amendment to the Agreement**

The third sentence of subparagraph 5.(e)(iv) that currently says

“Those Project Incremental Taxes will be divided equally and recorded separately as the Developers Incremental Taxes and the Village’s Incremental Taxes.”

is deleted and replaced with:

“Those Project Incremental Taxes will be recorded separately as the Developers Incremental Taxes.”

**2. Reaffirmation of Restated Redevelopment Agreement**

The parties hereby reaffirm all provisions of the Agreement not modified by this amendment.

IN WITNESS WHEREOF, this Amendment is made and entered into on February 28, 2023.

**Village of Homewood**  
**an Illinois municipal corporation**

**HCF Homewood, LLC,**  
**an Illinois limited liability company**

By: \_\_\_\_\_  
Village President

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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

Attest:  
  
By: \_\_\_\_\_  
Its: \_\_\_\_\_