

MEETING AGENDA



Board of Trustees Meeting

Village of Homewood

July 27, 2021

Meeting Start Time: 7:00 PM

Village Hall Board Room

2020 Chestnut Road, Homewood, IL

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

Please see last page of agenda for virtual meeting information.

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

Consider a motion to approve the minutes of the Regular Meeting of the Board of Trustees held on July 13, 2021.

6. Claims List:

Consider a motion to approve the Claims List of Tuesday, July 27, 2021 in the amount of \$716,011.17.

7. Hear from the Audience
8. Reappointment:

Approve the reappointment of Jack Hyrmak to the Appearance Commission for a 3-year term ending on July 27, 2024.

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

- A. Contract/Ambulance Billing/Paramedic Billing Services Inc.: Approve a two-year contract with Paramedic Billing Services Inc. of Elmhurst, IL to provide ambulance billing services to the Village of Homewood.
- B. Purchase Approval/Waive Competitive Bid Requirement/Cardiac Monitors/Zoll Medical Corporation: Waive competitive bid requirements due to a qualifying sole source equipment purchase; and approve the purchase of two Zoll Series Manual Cardiac Monitors/Defibrillators from Zoll Medical Corporation for a cost of \$38,571.80.
- C. Agreement/Collective Bargaining/Fire Union: Approve a five-year Collective Bargaining Agreement between the Village of Homewood and the Homewood Professional Fire Fighters Local Union 3565 of the International Association of Fire Fighters (AFL-CIO).
- D. Agreement/Collective Bargaining/Teamsters Union: Approve a 5-year collective bargaining agreement between the Village of Homewood and the Teamsters Union - Local 700 pending final review by the Village's labor attorney.

- E. Lease Agreement/Auditorium/Homewood Arts Council: Authorize the Village President to enter into a one-year lease agreement with the Homewood Arts Council for use of the Village's auditorium.
- F. Redevelopment Agreement/Urban Leegacy, LLC/18031 Dixie Highway: Authorize the Village President to enter into an agreement with Joan Sullivan, Urban Leegacy, LLC, to reimburse eligible expenses for improvements to the business located at 18031 Dixie Highway up to a maximum of \$25,000 for the grease trap and up to \$15,000 of costs of renovations and site improvements for a new commercial kitchen under the Homewood Business Incentive Program.
- G. M-2191/Parking Variance/2033-2045 Ridge Road: Pass an ordinance allowing a parking variance at 2033-2045 Ridge Road to accommodate the proposed mixed-use development at the southwest corner of Ridge Road and Martin Avenue, HCF Homewood LLC.
- H. Redevelopment Agreement/Triumph Building: Approve a redevelopment agreement between the Village of Homewood and HCF Homewood to construct a four-story mixed-use building at 2033-2045 Ridge Road.
- I. Bid Award/Sanitary Sewer Lining/Performance Pipelining, Inc.: Award a bid for sanitary sewer lining to Performance Pipelining, Inc. of Ottawa, IL, the lowest responsible bidder, at the unit prices of: \$35.00 per linear foot for 8" main, \$43.00 per linear foot for 12" main, \$79.00 each for reestablishing service connections, \$3,925.00 each for 8" T-Liner and \$4,000.00 each for 12" T-Liner, in an amount not to exceed \$300,000.00.
- J. Lease Agreement Amendment/T-Mobile: Approve the third amendment to the site lease agreement between the Village of Homewood and T-Mobile Central LLC, a Delaware Limited Liability Company, allowing T-Mobile to perform critical upgrades and enhancements to their cellular facilities atop the Village's water tower at 18355 Pierce Avenue, pending final review by the Village Attorney.
- K. Budget Amendment/Salary Account/Cost of Living Adjustments: Approve a budget amendment in the amount of \$50,000 for budget year 2021/2022 to cover Cost of Living Adjustments.

10. General Board Discussion

11. Adjourn

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 -JULY 13, 2021
VILLAGE HALL BOARD ROOM

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

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

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

President Hofeld introduced staff: Village Manager Jim Marino, Attorney Christopher Cummings, Director of Finance Dennis Bubenik, Director of Economic Development Angela Mesaros, Director of Public Works John Schaefer, Fire Chief Bob Grabowski, Police Chief Denise McGrath, Marketing Director Jennifer Quirke and Assistant Village Manager Napoleon Haney.

MINUTES: The minutes of the meeting of June 22, 2021 were presented. There were no comments or corrections.

A motion was made by Trustee Purcell and seconded by Trustee Washington to approve the minutes as amended.

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

CLAIMS LIST: The Claims List in the amount of \$480,535.34 was presented. There were no questions from the Trustees.

A motion was made by Trustee Washington and seconded by Trustee Roman to approve the Claims List.

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

HEAR FROM THE AUDIENCE: Charles Dieringer addressed the board on flooding issues in the South Suburbs and suggested that the Calumet Country Club property could be used for stormwater retention.

PRESENTATIONS/ OATH OF OFFICE: Clerk Thomas administered the oath of office to Anne Knoeppel who has accepted a full-time position as finance clerk. She had previously been a part-time employee in the Finance Department.

PROCLAMATIONS:

Rail Safety Week: President Hofeld recognized the week of Sept. 26, 2021 as National Rail Safety Week.

Suzie's Hallmark: Clerk Thomas read a proclamation thanking Fred and Suzie Sierzega for their 49 years as business owners in Homewood operating Suzie's Hallmark Store, and their continued support of the Homewood business district, as well as Fred's work on the Homewood Planning & Zoning Commission. Fred Sierzega addressed the audience thanking residents for their years of support.

Van Drunen Ford: Clerk Thomas read a proclamation thanking the Van Drunen family for their 91 years in business in Homewood as Van Drunen Ford. This was the oldest continuous business in Homewood until this year when the Ford dealership changed hands. Marvin Van Drunen told Trustees the Village's continued support of businesses, including Van Drunen Ford, was much appreciated.

OMNIBUS VOTE: Consider a motion to pass, approve, authorize, accept, or award the items A, B and D. Item C that appeared on the meeting agenda was removed from the consent agenda and deferred for consideration at a future meeting:

- A. M-2188/SPECIAL USE PERMIT/PARKING VARIANCE/18350 KEDZIE: Approve a special use permit and parking variance for Stay Essential Fitness for their proposed location at 18350 Kedzie Avenue, Suite 201.
- B. BID AWARD/HYDRANT MAINTENANCE/GPS SERVICES: Award a bid for Fire Hydrant Flow Testing Maintenance and GPS Services to M.E. Simpson Company of Valparaiso, IN in an amount not to exceed \$77,000.
- C. Deferred.
- D. BID AWARD/SEWER INSPECTION CAMERA SYSTEM: Waive competitive bidding procedures due to a cooperative purchasing contract and award a bid for the purchase and delivery of one Proteus sewer inspection camera system through HGACBuy Purchasing Contract #SC01-21 for a total amount of \$89,989.10.

A motion was made by Trustee Purcell and seconded by Trustee Washington to approve Items A, B, and D as presented.

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

NEW BUSINESS:

MC-1049/ADOPTION OF THE NEW MUNICIPAL CODE: Pass an ordinance adopting and enacting a new code of ordinances for the Village of Homewood.

A motion was made by Trustee Purcell and seconded by Trustee Washington to approve the adoption of the new municipal code as presented.

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

Clerk Thomas read the following amendments to the newly enacted municipal code for consideration by the Board:

AMENDMENTS TO THE MUNICIPAL CODE: Consider a motion to pass the following items “1” through “8”:

1. MC-1050/MINIMUM SEATING REQUIREMENT/CLASS 7B LIQUOR LICENSES: Pass an ordinance eliminating the minimum seating requirement for class 7B liquor licenses.
2. MC-1051/INCREASE OF CLASS 7B LIQUOR LICENSES: Pass an ordinance increasing the allowed number of class 7B liquor licenses from one to two to accommodate the request from A V Coffee Inc., d/b/a Homebase Eatery for their proposed location at 18322 Governors Highway.
3. MC-1052/LIQUOR SALE HOURS: Pass an ordinance revising the hours that alcohol may be sold within the Village.
4. MC-1053/PUBLIC BODY/RULES FOR REMOTE MEETING PARTICIPATION: Pass an ordinance allowing remote participation at meetings.
5. MC-1054/PUBLIC DANCES: Pass an ordinance removing section 6-283(a) of the Homewood Municipal Code regarding public dances.
6. MC-1055/COMPELLING ATTENDANCE/BOARD OF TRUSTEES MEETINGS: Pass an ordinance removing section 2-31 of the Homewood Municipal Code regarding compelling attendance at regular meetings of the Board of Trustees.
7. MC-1056/PROHIBITING PARKING IN FIRE LANES: Pass an ordinance prohibiting parking in fire lanes.
8. MC-1057/DRIVER'S LICENSE SUSPENSION: Pass an ordinance removing sections 40-382, 40-383, and 40-419 of the Homewood Municipal Code regarding suspension of driver's licenses for failure to pay parking and red-light camera citations.

A motion was made by Trustee Roman and seconded by Trustee Purcell to accept the amendments as presented.

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

M-2189/ADOPTION OF THE SCHEDULE OF LICENSE, PERMIT, AND APPLICATION FEES: Pass an ordinance adopting a unified schedule of license, permit, and application fees for the Village of Homewood.

A motion was made by Trustee Purcell and seconded by Trustee Harris-Jones to accept the fees schedule as presented.

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

M-2190/ADOPTION OF THE SCHEDULES REGULATING THE USE OF STREETS: Pass an ordinance adopting schedules regulating the use of streets within the Village of Homewood.

A motion was made by Trustee Purcell and seconded by Trustee Washington to approve the schedule regulating the use of streets as presented.

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

R-3085/FORD OF HOMEWOOD EXPENSE REIMBURSEMENT: Pass a resolution declaring the Village of Homewood's intent to reimburse Steve Phillipos for TIF eligible expenses related to his acquisition of the former Van Drunen Ford dealership located at 3323 183rd Street.

Economic Development Director Angela Mesaros said the Village is considering developing a Tax Increment Financing District for the commercial area around 183rd Street and Kedzie Avenue. The resolution provides that if the Village establishes a TIF that includes the new dealership, the Village could reimburse the new owner for TIF-eligible expenses incurred prior to the TIF's creation.

A motion was made by Trustee Purcell and seconded by Trustee Roman to approve Resolution R-3085.

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

GENERAL BOARD DISCUSSION: None.

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

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

The meeting was adjourned at 7:27 p.m.

Respectfully submitted,

Marilyn Thomas
Village Clerk

Name	Description	DEPARTMENT	Net Invoice Amount
A BETTER DOOR & DOCK SERV	OVERHEAD DOORS FD	PUBLIC WORKS	1,035.00
Total A BETTER DOOR & DOCK SERVICES:			1,035.00
AIR ONE EQUIPMENT INC	BOOTS	FIRE DEPARTMENT	280.00
Total AIR ONE EQUIPMENT INC:			280.00
AMAZON CAPITAL SERVICES, I	REPLACEMENT KEYBOARD STANDS VH	MANAGER'S OFFICE	8.89
AMAZON CAPITAL SERVICES, I	IPAD CASE PW SURVEY INTERN	PUBLIC WORKS	25.29
Total AMAZON CAPITAL SERVICES, INC:			34.18
AMERICAN LAWN CORP.	GRASS CUTTING AT 12 PROPERTIES, 2 PROPERTIES	FIRE DEPARTMENT	919.08
Total AMERICAN LAWN CORP.:			919.08
ANDREWS PRINTING	OFFICE SUPPLIES	MANAGER'S OFFICE	780.00
Total ANDREWS PRINTING:			780.00
ARAMARK UNIFORM SERVICE	JUNE PW UNIFORMS SERVICE CHARGE	PUBLIC WORKS	70.91
ARAMARK UNIFORM SERVICE	JUNE TOWEL SERVICE	PUBLIC WORKS	32.00
ARAMARK UNIFORM SERVICE	JUNE MISC CHARGES	PUBLIC WORKS	.08
ARAMARK UNIFORM SERVICE	JUNE RUGS & MATS ALL BLDGS	PUBLIC WORKS	950.92
ARAMARK UNIFORM SERVICE	JUNE PW UNIFORMS SERVICE CHARGE	PUBLIC WORKS	31.78
ARAMARK UNIFORM SERVICE	JUNE PW UNIFORMS SERVICE CHARGE	PUBLIC WORKS	29.76
ARAMARK UNIFORM SERVICE	JUNE PW UNIFORMS SERVICE CHARGE	PUBLIC WORKS	86.19
ARAMARK UNIFORM SERVICE	JUNE PW UNIFORMS SERVICE CHARGE	PUBLIC WORKS	60.32
ARAMARK UNIFORM SERVICE	JUNE PW UNIFORMS SERVICE CHARGE	PUBLIC WORKS	147.60
Total ARAMARK UNIFORM SERVICE:			1,409.56
ARC DOCUMENT SOLUTIONS	"OCE" PLOTTER PAPER USAGE	PUBLIC WORKS	63.44
Total ARC DOCUMENT SOLUTIONS:			63.44
AURELIO'S PIZZA INC	25% LIQUOR LICENSE REBATE	ASSETS	500.00
Total AURELIO'S PIZZA INC:			500.00
AVALON PETROLEUM COMPAN	FUEL INVENTORY DIESEL 06-03-2021	ASSETS	1,676.12
AVALON PETROLEUM COMPAN	FUEL INVENTORY GASOLINE 06-28-2021	ASSETS	9,410.57
Total AVALON PETROLEUM COMPANY:			11,086.69
B. ALLAN GRAPHICS	OFFICE SUPPLIES	FIRE DEPARTMENT	50.00
Total B. ALLAN GRAPHICS:			50.00
BATTERIES PLUS	OPERATING SUPPLIES	PUBLIC WORKS	44.95
Total BATTERIES PLUS:			44.95
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES - FD	FIRE DEPARTMENT	52.74
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES - FD	FIRE DEPARTMENT	5.86

Name	Description	DEPARTMENT	Net Invoice Amount
Total BOUND TREE MEDICAL LLC:			58.60
BRANDY'S SAFE AND LOCK	KEYS	PUBLIC WORKS	10.96
BRANDY'S SAFE AND LOCK	KEYS	PUBLIC WORKS	10.96
BRANDY'S SAFE AND LOCK	KEYS	PUBLIC WORKS	12.48
Total BRANDY'S SAFE AND LOCK:			34.40
BRAVO SERVICES, INC.	CUSTODIAL SERVICE	PUBLIC WORKS	2,050.00
Total BRAVO SERVICES, INC.:			2,050.00
CARLTON MC DOWELL	PERFORMERS AT FARMERS MARKET	MANAGER'S OFFICE	200.00
Total CARLTON MC DOWELL:			200.00
CENTURY TILE	LABOR - FLOOR INSTALL	FIRE DEPARTMENT	3,103.51
Total CENTURY TILE:			3,103.51
CHEVROLET OF HOMEWOOD	REPLACEMENT WHEEL CSO VAN	PUBLIC WORKS	295.31
CHEVROLET OF HOMEWOOD	OIL DRAIN PLUG STREET DUMP	PUBLIC WORKS	3.96
CHEVROLET OF HOMEWOOD	WATER PUMP STREET DUMP	PUBLIC WORKS	387.22
CHEVROLET OF HOMEWOOD	RADIATOR HOSE STREET DUMP	PUBLIC WORKS	211.31
CHEVROLET OF HOMEWOOD	COOLING FAN CLUTCH STREET DUMP	PUBLIC WORKS	141.55
CHEVROLET OF HOMEWOOD	OIL DRAIN PLUG	PUBLIC WORKS	6.55
Total CHEVROLET OF HOMEWOOD:			1,045.90
CHICAGO SOUTHLAND ECONO	ANNUAL INVESTOR FOR CHICAGO SOUTHLAND EDC	MANAGER'S OFFICE	1,000.00
Total CHICAGO SOUTHLAND ECONOMIC:			1,000.00
CITY OF HARVEY WATER	JUNE WATER PURCHASED 13-15	PUBLIC WORKS	103,357.43
CITY OF HARVEY WATER	JUNE WATER PURCHASED 13-15	PUBLIC WORKS	67,529.34
CITY OF HARVEY WATER	JUNE WATER PURCHASED 13-16	PUBLIC WORKS	67,529.35
CITY OF HARVEY WATER	JUNE WATER PURCHASED 13-16	PUBLIC WORKS	108,528.71
Total CITY OF HARVEY WATER:			346,944.83
CIVIC SYSTEMS LLC	SEMI ANNUAL SUPPORT PAYMENT FINANCIAL SOFTWARE	MANAGER'S OFFICE	5,672.00
CIVIC SYSTEMS LLC	SEMI ANNUAL SUPPORT PAYMENT FINANCIAL SOFTWARE	PUBLIC WORKS	5,672.00
Total CIVIC SYSTEMS LLC:			11,344.00
CLEANING SPECIALISTS	BIO HAZARD CLEANING	POLICE DEPARTMENT	300.00
Total CLEANING SPECIALISTS:			300.00
CLICK FOR SAVINGS, LLC	EMOTIONAL SURVIVAL FOR LAW ENFORCEMENT OFFICE	ASSETS	1,442.72
Total CLICK FOR SAVINGS, LLC:			1,442.72
CLINTON JOHNSON	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	293.71

Name	Description	DEPARTMENT	Net Invoice Amount
Total CLINTON JOHNSON:			293.71
COMED	ELECTRICITY	PUBLIC WORKS	890.83
COMED	ELECTRICITY	PUBLIC WORKS	7,348.99
COMED	ELECTRICITY	PUBLIC WORKS	226.53
COMED	ELECTRICITY	PUBLIC WORKS	418.09
COMED	ELECTRICITY	PUBLIC WORKS	34.68
Total COMED:			8,919.12
D CONSTRUCTION INC.	ASPHALT	PUBLIC WORKS	1,134.13
D CONSTRUCTION INC.	ASPHALT	PUBLIC WORKS	501.13
D CONSTRUCTION INC.	ASPHALT	PUBLIC WORKS	698.94
Total D CONSTRUCTION INC.:			2,334.20
DANIEL ECK	WATER DEPOSIT REFUND	ASSETS	61.53
Total DANIEL ECK:			61.53
DANIEL PORTER	DEPOSIT FOR BAND FOR FALL FEST	MANAGER'S OFFICE	900.00
Total DANIEL PORTER:			900.00
DELTA SONIC CAR WASH	VEHICLE WASHES	PUBLIC WORKS	359.82
DELTA SONIC CAR WASH	VEHICLE WASHES	PUBLIC WORKS	18.00
Total DELTA SONIC CAR WASH:			377.82
DMC SECURITY SERVICE	ALARM REPAIR	PUBLIC WORKS	166.25
Total DMC SECURITY SERVICE:			166.25
DOLPHUS LEE CHANEY	PERFORMER AT FARMERS MARKET	MANAGER'S OFFICE	75.00
Total DOLPHUS LEE CHANEY:			75.00
DOMINIC RUFFALO III	PERFORMER AT FM	MANAGER'S OFFICE	150.00
Total DOMINIC RUFFALO III:			150.00
EXPERT CHEMICAL	DISPOSABLE COMMODITIES	PUBLIC WORKS	330.64
EXPERT CHEMICAL	DISPOSABLE COMMODITIES	PUBLIC WORKS	43.00
EXPERT CHEMICAL	DISPOSABLE COMMODITIES	PUBLIC WORKS	277.11
EXPERT CHEMICAL	DISPOSABLE COMMODITIES	PUBLIC WORKS	424.96
Total EXPERT CHEMICAL:			1,075.71
FEDERAL EXPRESS	EXPRESS POSTAGE FEES -	MANAGER'S OFFICE	82.62
FEDERAL EXPRESS	EXPRESS POSTAGE FEES -	MANAGER'S OFFICE	254.70
Total FEDERAL EXPRESS:			337.32
FIRST MIDWEST BANK/FIRE	CHIEF CONFERENCE	FIRE DEPARTMENT	623.94
FIRST MIDWEST BANK/FIRE	APPLIANCE PARTS	FIRE DEPARTMENT	135.74
FIRST MIDWEST BANK/FIRE	PUBLIC EDUCATION SUPPLIES	FIRE DEPARTMENT	104.95

Name	Description	DEPARTMENT	Net Invoice Amount
Total FIRST MIDWEST BANK/FIRE:			864.63
FIRST MIDWEST BANK/MGRS	JUNETEENTH STICKERS	MANAGER'S OFFICE	131.00
FIRST MIDWEST BANK/MGRS	NOTARY SUPPLIES	MANAGER'S OFFICE	49.90
FIRST MIDWEST BANK/MGRS	SWAG BAGS FOR JUNETEENTH EVENTS JUNE 19 AT HF	MANAGER'S OFFICE	39.22
FIRST MIDWEST BANK/MGRS	HF CHRONICLE AD - ARTISAN STREET FAIR	MANAGER'S OFFICE	316.00
FIRST MIDWEST BANK/MGRS	FARMER'S MARKET PRINT AD	MANAGER'S OFFICE	316.00
FIRST MIDWEST BANK/MGRS	CONSTANT CONTACT ANNUAL FEE	MANAGER'S OFFICE	588.00
FIRST MIDWEST BANK/MGRS	MONTHLY FEE CONFERENCE CALL.COM	MANAGER'S OFFICE	5.95
FIRST MIDWEST BANK/MGRS	CHICAGO SUN-TIMES SUBSCRIPTION	MANAGER'S OFFICE	29.99
FIRST MIDWEST BANK/MGRS	CRAFT FOR JUNETEENTH EVENT AT HFHS JUNE 19	MANAGER'S OFFICE	121.87
FIRST MIDWEST BANK/MGRS	IML HANDBOOKS 2021	MANAGER'S OFFICE	245.00
FIRST MIDWEST BANK/MGRS	OFFICE SUPPLIES	MANAGER'S OFFICE	58.92
FIRST MIDWEST BANK/MGRS	INTERNET AND PHONE SERVICES BCTC	MANAGER'S OFFICE	236.73
FIRST MIDWEST BANK/MGRS	MONTHLY INTERNET/PHONE 183RD WATER PLANT	MANAGER'S OFFICE	145.71
FIRST MIDWEST BANK/MGRS	TELEPHONE SERVICE AND INSTALL CHARGES PW	MANAGER'S OFFICE	353.22
FIRST MIDWEST BANK/MGRS	FAX LINE PHONE SERVICE VILLAGE HALL	MANAGER'S OFFICE	151.13
FIRST MIDWEST BANK/MGRS	RETURN SHIPPING EBAY RETURN	MANAGER'S OFFICE	7.90
FIRST MIDWEST BANK/MGRS	JUNETEENTH BANNERS	MANAGER'S OFFICE	258.43
FIRST MIDWEST BANK/MGRS	SD CARD EXEC SESSION RECORDING	MANAGER'S OFFICE	13.99
FIRST MIDWEST BANK/MGRS	SAVVY AWARDS ENTRY FEE	MANAGER'S OFFICE	380.00
FIRST MIDWEST BANK/MGRS	MONTHLY FEE ZOOM WEBINAR SERVICE	MANAGER'S OFFICE	40.00
FIRST MIDWEST BANK/MGRS	FALL FEST CHILDREN'S CRAFT	MANAGER'S OFFICE	137.08
FIRST MIDWEST BANK/MGRS	APPLE MUSIC SUBSCRIPTION HOMEWOOD PODCASTS	MANAGER'S OFFICE	9.99
FIRST MIDWEST BANK/MGRS	ARTISAN STREET FAIR FACEBOOK AD	MANAGER'S OFFICE	11.40
Total FIRST MIDWEST BANK/MGRS:			3,647.43
FIRST MIDWEST BANK/POLICE	SHREDDING	POLICE DEPARTMENT	150.00
FIRST MIDWEST BANK/POLICE	SHREDDING	POLICE DEPARTMENT	150.00
FIRST MIDWEST BANK/POLICE	EVIDENCE BOXES	POLICE DEPARTMENT	118.11
FIRST MIDWEST BANK/POLICE	BACKGROUND CHECKS	POLICE DEPARTMENT	166.25
FIRST MIDWEST BANK/POLICE	OFFICE SUPPLIES	POLICE DEPARTMENT	24.51
FIRST MIDWEST BANK/POLICE	OFFICE SUPPLIES	POLICE DEPARTMENT	120.29
FIRST MIDWEST BANK/POLICE	OFFICE SUPPLIES	POLICE DEPARTMENT	5.36
FIRST MIDWEST BANK/POLICE	OFFICE SUPPLIES	POLICE DEPARTMENT	64.99
FIRST MIDWEST BANK/POLICE	OFFICE SUPPLIES	POLICE DEPARTMENT	46.99
FIRST MIDWEST BANK/POLICE	SPILLMAN CONFERENCE REGISTRATION	POLICE DEPARTMENT	2,000.00
FIRST MIDWEST BANK/POLICE	SPILLMAN CONFERENCE AIRFARE	POLICE DEPARTMENT	309.38
FIRST MIDWEST BANK/POLICE	OFFICE SUPPLIES	POLICE DEPARTMENT	166.94
FIRST MIDWEST BANK/POLICE	FSI CERTIFICATION COURSE	POLICE DEPARTMENT	1,399.00
FIRST MIDWEST BANK/POLICE	BUSINESS CARDS	POLICE DEPARTMENT	76.99
FIRST MIDWEST BANK/POLICE	BUSINESS CARDS	POLICE DEPARTMENT	30.00
Total FIRST MIDWEST BANK/POLICE:			4,828.81
FIRST MIDWEST BANK/PUBLIC	IPSI TRAINING	PUBLIC WORKS	745.00
FIRST MIDWEST BANK/PUBLIC	DOOR STEP BOARDS PD	PUBLIC WORKS	839.86
FIRST MIDWEST BANK/PUBLIC	STUMP GRINDER ENGINE PARTS	PUBLIC WORKS	166.43
FIRST MIDWEST BANK/PUBLIC	TRAINING	PUBLIC WORKS	56.00
FIRST MIDWEST BANK/PUBLIC	UNDERGROUND STORAGE TANK CERT.	PUBLIC WORKS	175.00
FIRST MIDWEST BANK/PUBLIC	LUNCHEON	PUBLIC WORKS	369.56
FIRST MIDWEST BANK/PUBLIC	CREW LUNCH	PUBLIC WORKS	138.42
Total FIRST MIDWEST BANK/PUBLIC WORKS:			2,490.27

Name	Description	DEPARTMENT	Net Invoice Amount
G.W.BERKHEIMER CO INC	PLUMBING REPAIRS	PUBLIC WORKS	53.71
Total G.W.BERKHEIMER CO INC:			53.71
GALLAGHER MATERIAL CORP	ASPHALT	PUBLIC WORKS	81.00
Total GALLAGHER MATERIAL CORP:			81.00
GFC LEASING	MONTHLY COPY MACHINE LEASE PAYMENT	MANAGER'S OFFICE	944.24
Total GFC LEASING:			944.24
GORDON FLESCHE CO, INC	MONTHLY PRINTER MAINTENANCE ALL STAND-ALONE P	MANAGER'S OFFICE	89.62
GORDON FLESCHE CO, INC	PRINTING CHARGES ALL COPY MACHINES MAR	MANAGER'S OFFICE	587.44
Total GORDON FLESCHE CO, INC:			677.06
HELSEL JEPPEPERSON ELECTRI	ELECTRICAL SUPPLIES	PUBLIC WORKS	98.90
HELSEL JEPPEPERSON ELECTRI	ELECTRICAL SUPPLIES	PUBLIC WORKS	36.12
Total HELSEL JEPPEPERSON ELECTRICAL:			135.02
HF CHRONICLE	FARMER'S MARKET PRINT AD	MANAGER'S OFFICE	316.00
Total HF CHRONICLE:			316.00
HISKES, DILLNER, O'DONNELL	CONTRACT/CONSULTING SERVICE	MANAGER'S OFFICE	1,708.56
Total HISKES, DILLNER, O'DONNELL:			1,708.56
HOME CLEANING CENTER OF	BCTC MONTHLY CLEANING	POLICE DEPARTMENT	270.00
Total HOME CLEANING CENTER OF AM:			270.00
HOMEWOOD DISPOSAL	DUMP CHARGES JULY 2021	PUBLIC WORKS	590.06
HOMEWOOD DISPOSAL	DUMP CHARGES-BCTC	PUBLIC WORKS	140.00
HOMEWOOD DISPOSAL	STREET SWEEPING	PUBLIC WORKS	1,055.45
Total HOMEWOOD DISPOSAL:			1,785.51
HOMEWOOD ROTARY CLUB	QUARTERLY DUES JULY-SEPTEMBER	MANAGER'S OFFICE	370.00
Total HOMEWOOD ROTARY CLUB:			370.00
ILLINOIS CENTRAL SWEEPING	STREET SWEEPING	PUBLIC WORKS	800.00
Total ILLINOIS CENTRAL SWEEPING:			800.00
INGALLS OCCUPATIONAL HEALTH	CDL PHYSICAL	PUBLIC WORKS	213.00
Total INGALLS OCCUPATIONAL HEALTH:			213.00
INTERSTATE BATTERY	TRAFFIC ARROW BOARD BATTERIES'	PUBLIC WORKS	563.80
Total INTERSTATE BATTERY:			563.80
INTERSTATE BILLING SERV, IN	NAVISTAR ENGINE SOFTWARE PLOW TRUCKS	PUBLIC WORKS	665.00

Name	Description	DEPARTMENT	Net Invoice Amount
Total INTERSTATE BILLING SERV, INC:			665.00
J & G TOOL SALES INC	BRAKE CALIPER PISTON TOOL PW VM	PUBLIC WORKS	149.99
Total J & G TOOL SALES INC:			149.99
JAMES ANDERSON	MILEAGE REIMB-TRAINING	PUBLIC WORKS	260.68
Total JAMES ANDERSON:			260.68
JAMES GANNON	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	1,619.20
Total JAMES GANNON:			1,619.20
KELLY MISNER	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	379.95
Total KELLY MISNER:			379.95
KEVIN W SHAUGHNESSY	POLICE APPLICANT POLYGRAPH	MANAGER'S OFFICE	230.00
KEVIN W SHAUGHNESSY	POLYGRAPH TESTING SVC FOR FIRE DEPT CANDIDATE	MANAGER'S OFFICE	230.00
Total KEVIN W SHAUGHNESSY:			460.00
KLEIN, THORPE AND JENKINS,	CONTRACTING/CONSULTING SERVICES	MANAGER'S OFFICE	125.00
Total KLEIN, THORPE AND JENKINS, LTD:			125.00
LANER MUCHIN, LTD	RETAINER/LABOR RELATIONS	MANAGER'S OFFICE	3,666.67
Total LANER MUCHIN, LTD:			3,666.67
LAUTERBACH & AMEN LLP	4/30/21 AUDIT WORK	MANAGER'S OFFICE	22,225.00
Total LAUTERBACH & AMEN LLP:			22,225.00
LOGSDON CONSULTATION	MONTHLY FEE FOR EOP CONSULTATION	FIRE DEPARTMENT	350.00
Total LOGSDON CONSULTATION:			350.00
LOTT #1 INC	PRISONER MEALS	POLICE DEPARTMENT	33.00
Total LOTT #1 INC:			33.00
LOUISE WOLF	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	412.80
Total LOUISE WOLF:			412.80
MAREN RONAN	LOBBYING SERVICES	MANAGER'S OFFICE	3,000.00
Total MAREN RONAN:			3,000.00
MENARDS INC	MSC EXTERIOR REPAIRS	PUBLIC WORKS	144.47
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	105.88
MENARDS INC	GARBAGE BAGS PW	PUBLIC WORKS	7.75
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	71.25
MENARDS INC	OPERATING SUPPLIES	PUBLIC WORKS	14.53

Name	Description	DEPARTMENT	Net Invoice Amount
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	6.38
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	49.98
MENARDS INC	OPERATING SUPPLIES	FIRE DEPARTMENT	15.36
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	40.61
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	97.82
MENARDS INC	OPERATING SUPPLIES	PUBLIC WORKS	75.61
Total MENARDS INC:			629.64
MICHAEL BARTELSEN	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	326.32
Total MICHAEL BARTELSEN:			326.32
MICHAEL CHMIELEWSKI	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	359.95
Total MICHAEL CHMIELEWSKI:			359.95
MICHAEL KOZLOWSKI	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	437.86
Total MICHAEL KOZLOWSKI:			437.86
MICHAEL NICKOLAOU	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	147.88
Total MICHAEL NICKOLAOU:			147.88
MODE EVENTS LLC	DJ FOR NATIONAL NIGHT OUT	MANAGER'S OFFICE	450.00
Total MODE EVENTS LLC:			450.00
MONARCH AUTO SUPPLY	ENGINE BELT AND TENSIONER STREET DUMP	PUBLIC WORKS	90.84
MONARCH AUTO SUPPLY	TIRE PRESSURE SENSOR CSO VAN	PUBLIC WORKS	50.39
MONARCH AUTO SUPPLY	AIR HOSE FITTINGS VM	PUBLIC WORKS	14.78
MONARCH AUTO SUPPLY	AIR HOSE FITTING VM	PUBLIC WORKS	7.39
MONARCH AUTO SUPPLY	WINDOW VENT VISORS POLICE	PUBLIC WORKS	63.49
MONARCH AUTO SUPPLY	HYDRAULIC HOSE SEWER JET	PUBLIC WORKS	506.88
MONARCH AUTO SUPPLY	OIL FILTERS UTILITIES PICKUP	PUBLIC WORKS	25.12
MONARCH AUTO SUPPLY	HYDRAULIC HOSE FITTINGS SEWER JET	PUBLIC WORKS	62.96
MONARCH AUTO SUPPLY	ENGINE COOLANT STREET DUMP	PUBLIC WORKS	79.15
MONARCH AUTO SUPPLY	HOSE CLAMPS PW VM	PUBLIC WORKS	26.90
MONARCH AUTO SUPPLY	HOSE CLAMPS PW VM	PUBLIC WORKS	9.40
MONARCH AUTO SUPPLY	R134 FREON PW VM	PUBLIC WORKS	250.62
Total MONARCH AUTO SUPPLY:			1,187.92
MOTOROLA SOLUTIONS, INC	ANNUAL MAINTENANCE SPILLMAN DISPATCH SOFTWARE	MANAGER'S OFFICE	580.34
Total MOTOROLA SOLUTIONS, INC:			580.34
MUNICIPAL COLLECTION SERVI	MCSI COLLECTION FEES -- ABC	POLICE DEPARTMENT	157.14
MUNICIPAL COLLECTION SERVI	MCSI COLLECTION FEES -- MOVE	POLICE DEPARTMENT	708.12
MUNICIPAL COLLECTION SERVI	MCSI COLLECTION FEES -- P/C TICKETS	POLICE DEPARTMENT	623.19
Total MUNICIPAL COLLECTION SERVICES:			1,488.45
MUNICIPAL SYSTEMS LLC	MOVE/ABC HEARING COMMISSION	POLICE DEPARTMENT	341.79
MUNICIPAL SYSTEMS LLC	ADMINISTRATIVE HEARING COMMISSION	POLICE DEPARTMENT	742.00

Name	Description	DEPARTMENT	Net Invoice Amount
Total MUNICIPAL SYSTEMS LLC:			1,083.79
NORTH EAST MULTI-REGIONAL	40 HOUR FIELD TRAINING OFFICER	POLICE DEPARTMENT	255.00
NORTH EAST MULTI-REGIONAL	BREATH ANALYSIS FOR ALCOHOL TRAINING	POLICE DEPARTMENT	250.00
Total NORTH EAST MULTI-REGIONAL TRAINING:			505.00
O'HERRON CO	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	480.08
O'HERRON CO	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	42.98
O'HERRON CO	BODY ARMOR	POLICE DEPARTMENT	675.00
O'HERRON CO	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	99.99
O'HERRON CO	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	69.99
O'HERRON CO	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	504.90
O'HERRON CO	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	285.98
O'HERRON CO	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	32.90
O'HERRON CO	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	230.00
O'HERRON CO	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	58.50
Total O'HERRON CO:			2,480.32
P F PETTIBONE CO	PARKING/COMPLIANCE TICKETS	POLICE DEPARTMENT	1,614.97
Total P F PETTIBONE CO:			1,614.97
PLASTIC TECHNIQUES I	AERIAL BUCKET STEP	PUBLIC WORKS	211.64
Total PLASTIC TECHNIQUES I:			211.64
RAYMOND PRESNAK	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	237.60
Total RAYMOND PRESNAK:			237.60
RAY'S WELDING CO. INC	TANK REPAIR	PUBLIC WORKS	7,000.00
Total RAY'S WELDING CO. INC:			7,000.00
RED WING BUSINESS ADVANT	(NOVAK) PAIR SAFETY SHOES - PW	PUBLIC WORKS	131.74
Total RED WING BUSINESS ADVANTAGE:			131.74
ROMEOVILLE FIRE ACADEMY	TRAINING - FD	FIRE DEPARTMENT	375.00
Total ROMEOVILLE FIRE ACADEMY:			375.00
SAMUEL BERRUM - HSA	EMPLOYER HSA CONTRIBUTION	ASSETS	500.00
Total SAMUEL BERRUM - HSA:			500.00
SARAH JOHANNA MEEKS	CONTRACTUAL GRAPHIC DESIGNER/SOCIAL MEDIA	MANAGER'S OFFICE	405.00
SARAH JOHANNA MEEKS	CONTRACTUAL GRAPHICS DESIGNER/SOCIAL MEDIA	MANAGER'S OFFICE	810.00
SARAH JOHANNA MEEKS	FALL FEST BOOKINGS	MANAGER'S OFFICE	135.00
Total SARAH JOHANNA MEEKS:			1,350.00
SCOTT NIEKELSKI	PERFORMER AT FARMERS MARKET	MANAGER'S OFFICE	75.00
SCOTT NIEKELSKI	PERFORMER AT FM 7/28 GO TIME	MANAGER'S OFFICE	200.00

Name	Description	DEPARTMENT	Net Invoice Amount
Total SCOTT NIEKELSKI:			275.00
SEBIS DIRECT, INC	WATER BILL PROCESSING JUNE 2021	PUBLIC WORKS	766.13
Total SEBIS DIRECT, INC:			766.13
SEECO CONSULTANTS INC	WATER PROJECT	PUBLIC WORKS	7,460.50
SEECO CONSULTANTS INC	TESTING FOR MFT STREETS	PUBLIC WORKS	2,354.50
Total SEECO CONSULTANTS INC:			9,815.00
SHERWIN WILLIAMS	PAINT	PUBLIC WORKS	32.11
SHERWIN WILLIAMS	PAINT - FD	PUBLIC WORKS	523.45
Total SHERWIN WILLIAMS:			555.56
SNAP ON TOOLS	INTERIOR LIGHT BAR PW VM	PUBLIC WORKS	308.00
Total SNAP ON TOOLS:			308.00
SOUND INCORPORATED	MONTHLY HOSTING SVCS FOR ALL VILLAGE DEPTS	MANAGER'S OFFICE	495.00
SOUND INCORPORATED	50% ANNUAL MAINT SECURITY CAMERAS 2/1/21 - 7/31/21	MANAGER'S OFFICE	2,956.50
Total SOUND INCORPORATED:			3,451.50
SOUTH SIDE CONTROL S	HVAC REPAIRS - PW	PUBLIC WORKS	29.11
Total SOUTH SIDE CONTROL S:			29.11
STEVEN BRANDENBURGER	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	506.95
Total STEVEN BRANDENBURGER:			506.95
SUNSET CINEMA OF PRINCETO	MOVIE SCREEN FOR RANKED AT FARMERS MARKET	MANAGER'S OFFICE	1,800.00
Total SUNSET CINEMA OF PRINCETON LLC:			1,800.00
THIRD DISTRICT FIRE CHIEFS	CHIEF MONTHLY MEETING	FIRE DEPARTMENT	40.00
Total THIRD DISTRICT FIRE CHIEFS ASSN:			40.00
THORN CREEK BASIN SAN DIS	TCBSD REVENUE PAYOUT-MAY/JUNE	ASSETS	154,970.72
THORN CREEK BASIN SAN DIS	LATE PMT PENALTIES CHARGED TO CUSTOMERS	ASSETS	2,622.66
Total THORN CREEK BASIN SAN DISTRICT:			157,593.38
TIM MENSİK	MILEAGE REIMB/TRAINING	PUBLIC WORKS	198.24
Total TIM MENSİK:			198.24
TRAFFIC CONTROL COMPANY	PAVEMENT MARKING PAY ESTIMATE #1	PUBLIC WORKS	59,278.01
Total TRAFFIC CONTROL COMPANY:			59,278.01
TRL TIRE SERVICE	TIRES POLICE CSO	PUBLIC WORKS	224.90

Name	Description	DEPARTMENT	Net Invoice Amount
Total TRL TIRE SERVICE:			224.90
TRONC	LEGAL NOTICES JUL 2021	MANAGER'S OFFICE	102.00
Total TRONC:			102.00
TRUGREEN	VILLAGE HALL	PUBLIC WORKS	60.00
TRUGREEN	WATER PLANT	PUBLIC WORKS	95.00
TRUGREEN	PUBLIC WORKS	PUBLIC WORKS	155.00
Total TRUGREEN:			310.00
UTERMARK & SONS	GRASS CUTTING AT 10 PROPERTIES; 2 PROPERTIES NO	FIRE DEPARTMENT	527.30
UTERMARK & SONS	GRASS CUTTING AT 3 PROPERTIES; 3 PROPERTIES ALR	FIRE DEPARTMENT	218.19
UTERMARK & SONS	GRASS CUTTING AT 8 PROPERTIES, 1 PROPERTY NOT	FIRE DEPARTMENT	406.84
UTERMARK & SONS	GRASS CUTTING AT 2 PROPERTIES, 2 PROPERIES NOT	FIRE DEPARTMENT	145.46
Total UTERMARK & SONS:			1,297.79
VAN DRUNEN FORD CO	WIPER BLADES , OIL FILTERS POLICE UTILITY'S	PUBLIC WORKS	138.20
VAN DRUNEN FORD CO	BRAKE ROTORS AND HUBS STREET PICKUP	PUBLIC WORKS	601.50
VAN DRUNEN FORD CO	BRAKE PADS AND ROTORS POLICE UTILITY	PUBLIC WORKS	296.13
VAN DRUNEN FORD CO	SEAT BELT BUCKLE POLICE	PUBLIC WORKS	92.76
VAN DRUNEN FORD CO	WHEEL BEARINGS L&M DUMP	PUBLIC WORKS	99.48
VAN DRUNEN FORD CO	SUSPENSION STRUTS AND BRAKES , UTILITIES PICKUP	PUBLIC WORKS	514.27
Total VAN DRUNEN FORD CO:			1,742.34
VERIZON CONNECT NWF INC.	GPS UNITS-PW	PUBLIC WORKS	249.47
Total VERIZON CONNECT NWF INC.:			249.47
VERIZON WIRELESS	MOBILE PHONE SERVICE-ALL DEPTS	MANAGER'S OFFICE	1,748.11
VERIZON WIRELESS	IPAD PURCHASE PW SURVEY	PUBLIC WORKS	818.42
Total VERIZON WIRELESS:			2,566.53
WALTS FOOD CENTER	BAGGED ICE	PUBLIC WORKS	7.98
Total WALTS FOOD CENTER:			7.98
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES DISPOSABLES	MANAGER'S OFFICE	205.51
Total WAREHOUSE DIRECT OFFICE PDTS:			205.51
WEX HEALTH, INC	FSA TPA FEE JUNE 2021	MANAGER'S OFFICE	280.50
Total WEX HEALTH, INC:			280.50
WORKING WELL	PHYSICALS	FIRE DEPARTMENT	1,795.00
Total WORKING WELL:			1,795.00
Grand Totals:			716,011.17

Name	Description	DEPARTMENT	Net Invoice Amount
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Dated: _____
Village Clerk: _____

**BOARD AGENDA MEMORANDUM****DATE OF MEETING:** July 27, 2021**To:** Jim Marino, Village Manager**From:** Bob Grabowski, Fire Chief**Topic:** Request for Proposals – Ambulance Billing Services**PURPOSE:**

The Fire Department outsources its ambulatory billing process and has not requested proposals for ambulance billing services since 2015. The Fire Department decided to issue a Request for Proposals (RFP) to verify that the Village is receiving the best outsourced rate available and to obtain qualified assistance with the Village's participation in the Ground Emergency Medical Transport (GEMT) program. The GEMT is a recently approved supplemental federal funding program that allows Illinois fire agencies performing emergency medical transports for Medicaid patients to submit for additional reimbursement for unrecovered costs associated with those transports.

PROCESS:

The Fire Department issued a Request for Proposals for Ambulance Billing Services on June 29, 2021. Proposal specifications were sent to six vendors. Proposals were due on July 8, 2021.

The Fire Department received proposals from three of the six vendors that were directly contacted. Staff reviewed each of the three proposals, specifically focusing on the 11 items from the attached document that could be directly compared between the vendors.

OUTCOME:

Paramedic Billing Services Inc. of Elmhurst, IL has the most favorable terms and is well qualified in the field of ambulance billing services. This three-year contract automatically renews (annually) after its initial 3-year term unless terminated by either party.

FINANCIAL IMPACT:

- **Funding Source:** General Fund
- **Budgeted Amount:** 2021-22 Budget

Cost:**LEGAL REVIEW:** Completed

VILLAGE OF HOMEWOOD

Item 9. A.



RECOMMENDED BOARD ACTION:

Approve a three-year contract with Paramedic Billing Services to provide ambulance billing services to the Village of Homewood.

Responses to Request for Proposal for Ambulance Billing Services Comparison

Item 9. A.

Requirement	Andre's		Paramedic Billing		MRS
Zoll	yes		yes		no
Rate %	4.50%		4.25%		4 to 5*
GEMT	0%		0%		4 to 5*
System Access	yes		yes		no
Disaster Plan	yes		yes		no
# of Clients	338		73		17
800 # Bilingual	yes		yes		no
Other Billing Options	yes		yes		no
Collection Services	no		yes		no
Certified Coders	yes		yes		n/a
Credit Card Payments	yes- no restrictions		yes- no restrictions		yes- 4.5% fee
*Rate would go to 5 on second year if certain revenue goal is met					



**PARAMEDIC BILLING SERVICES, INC.
BILLING AGREEMENT
FOR**

Village of Homewood

Submitted By:

Firm Name: PARAMEDIC BILLING SERVICES, INC.
Address: 395 W. Lake Street, Elmhurst, Illinois 60126
Telephone: (630) 903-2372
Fax Number: (630) 903-2869
Contact: Thomas Deegan, Client Liaison

2021

SCOPE OF SERVICES

The primary function of PARAMEDIC BILLING SERVICES, INC. pursuant to this Agreement is to bill individuals or entities on behalf of the Village of Homewood for fire, ambulance, or other services authorized under Homewood's ordinances and to collect funds directly from individuals, entities, guarantors, or third party payers, as applicable, for these services. PARAMEDIC BILLING SERVICES, INC. will be using information for billing processes from the official ambulance, fire or other reports submitted by the Village of Homewood to PARAMEDIC BILLING SERVICES, INC.

**BILLING AGREEMENT
FOR
Village of Homewood**

THIS AGREEMENT made and entered into between the Village of Homewood (hereinafter referred to as "Client"), located at 2020 Chestnut Road, Homewood, Illinois, 60430 and Paramedic Billing Services, Inc. (hereinafter referred to as "PBS"), located at 395 W. Lake Street, Elmhurst, IL 60126 each a "Party" and collectively "Parties" effective on the date of execution of the Agreement by Client.

WITNESSETH:

WHEREAS, Client provides fire, ambulance, or other services authorized under Client's ordinances (hereinafter "Services") for the residents of its community and the surrounding community (hereinafter "Recipients");

WHEREAS, PBS is in the business of billing for Services; and

WHEREAS, Client and PBS desire that PBS handle all of the billing functions for Services provided by Client.

NOW, THEREFORE, in consideration of the mutual recitals and the promises contained herein and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by both Client and PBS, the Parties agree as follows:

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated by reference into this Agreement and made a part hereof as if set forth in their entirety.
2. Incorporation of Attachments. All appendixes attached to this Agreement shall be incorporated and made part of the Agreement as if fully set forth in the Agreement.
3. Procedures. PBS shall prepare all bills and claim forms for Services provided by Client. Billing procedures shall be in accordance with the procedures set forth in the attached Appendix A. PBS shall send bills and claim forms to third party payers and/or to Recipients/Recipient guarantors, as appropriate. Client shall report all collections and Explanation of Benefits ("EOBs") to PBS on a timely basis, as provided in the attached Appendix A.
4. Billing Guidelines. PBS shall prepare all bills and claim forms for Services provided by Client pursuant to the Billing Guidelines set forth in the attached Appendix B.
5. Lockbox Account. Funds collected for Client by PBS shall be maintained in an account at a bank designated by Client and in the name of the Client.
6. Reports and Accounting. On or before the 15th day of each month that this Agreement is in effect, PBS shall provide Client with an accounting of all sums collected during the previous month, indicating the name of the Recipient, the date of service, the amount

billed and the amount collected. Upon request, PBS shall provide Client with additional information that is reasonably required to verify the accuracy of the accounting.

7. Administration. PBS shall be responsible for processing all documentation, as required under federal, state, and local law, regulation or guidance. If this Agreement or any documentation prepared in accordance with this Agreement is subject to or requested by any governmental agency, PBS shall have primary responsibility for complying with such request and shall truthfully respond to all agency requests, with notice to the Client, to the extent such notice is permitted by law or the applicable agency. If PBS receives any legal notices, demands, subpoenas, or summons in regard to this Agreement, to the extent allowed under law and deemed advisable by PBS counsel, PBS shall notify Client and give Client the opportunity to review and assist in a response. PBS shall keep adequate records at PBS's principal place. Client and its agents shall have the right to inspect such records and shall be given access to such records upon reasonable notice and at any reasonable time upon Client's request. This provision shall survive the termination of this Agreement. PBS shall preserve such books and records for the legally required time period.
8. Programming. PBS shall provide a separate and complete Accounts Receivable program within PBS's computer billing system for the exclusive purpose of collections for Client.
9. Guidelines. Client shall provide to PBS guidelines for sending the bills and claims. Client shall provide to PBS or authorize PBS to receive all information necessary to issue bills or claims.
10. Fees. Client shall pay PBS a fee of 4.25% for all payments collected based on the payments received in the preceding month, whether payment is made to PBS or sent directly by the payer to Client. When PBS sends claims to a third-party collection agency, Client shall pay the collection agency fee in addition to the fee due to PBS per this section. Client agrees to provide PBS with notice and documentation of any payments directly received by it within ten (10) calendar days of receipt of said payment. PBS shall issue invoices on or before the 15th (fifteenth) day of each month for the preceding month; if the 15th falls on a weekend or holiday, invoices shall be issued the next business day. Client agrees to pay each invoice within forty-five (45) calendar days.

PBS agrees that no Commission fee will be charged on any payments due to the Village's participation in the State of Illinois Department of Healthcare and Family Services' ("HFS") Ground Emergency Medical Transport Program ("GEMT"). Upon the Village's request and as part of the consideration of this Agreement, Contractor shall provide consulting services to the Village to assist with evaluating the Village's ambulance billing needs.

11. Billing in Name of Client. All the billing for Services shall be in the name of the Client and on its behalf, including indemnification from third-party payers.
12. Term. This Agreement shall commence as of the date of the execution of the Agreement by the Client and shall continue for three (3) years (hereinafter referred to as the "Initial

Term”) unless sooner terminated pursuant to this Agreement. This Agreement shall automatically renew for additional one year terms pursuant to the same terms and conditions set forth herein, except as otherwise agreed to by the Parties, unless sooner terminated by the Parties.

13. Termination for Cause. Either Party shall have the right to terminate this Agreement immediately upon the filing of a petition of bankruptcy, assignment for the benefit of creditors or the issuance of a cease and desist order or other action by any appropriate state, federal or local governmental agency or court of competent jurisdiction, which prohibits or threatens to prohibit, in whole or in part, either Party from performing the services required under this Agreement.
14. Termination Without Cause. Termination of this Agreement by either Party for any reason will be effective with sixty (60) calendar days prior written notice. The Parties agree that the termination will only apply to the receipt of new accounts by Client. PBS will continue its efforts in collecting Recipient accounts already in its possession. PBS will also continue its efforts in collecting Recipient accounts already placed with any external agency. PBS shall assess a fee and pass on any collection agency fees as outlined in Section 11, “Fees”, on any amounts paid to Client for payment of a claim placed with any external agency regardless of whether the fee was directly obtained by the external agency.
15. Protection of Recipient Information. All records relating to Services rendered by Client, including but not limited to protected health information (PHI) as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all subsequent amendments thereto, such as claims and run reports, shall be and remain the sole property of Client. PBS shall comply with all applicable laws and regulations relating to Recipient confidentiality including but not limited HIPAA and shall not use or further disclose confidential information or PHI other than as permitted or required by this Agreement, by law, or by the Business Associate Agreement attached hereto as Appendix C.
16. Confidentiality. Trade secrets and confidential information that may be received by any Party or its employees, directly or indirectly, that are exempt from public disclosure under applicable laws shall remain the property of the disclosing Party and shall be kept confidential by the Party to whom such trade secrets or confidential information was disclosed. Such information will be utilized only for the purposes of carrying out the services and purposes of this Agreement, and each Party to which such information is disclosed shall cause each of its employees to comply with the foregoing. Upon termination of this Agreement, each Party agrees to surrender to the disclosing Party any and all trade secrets, confidential information, material, tangible items, or written information supplied by the disclosing Party. The obligations of this Section will survive the termination or expiration of this Agreement.
17. Relationship of the Parties. Notwithstanding anything to the contrary in this Agreement or elsewhere, PBS is an independent contractor with respect to the Client. There is no agency, employment relationship, partnership, or joint venture between the Contractor, its employees, and the Client and/or the Client’s employees. No one connected with

PBS, except in writing signed by the director of PBS has any right, power or authority to act or create any obligation or binding promises or agreements, express or implied except as specifically outlined herein.

18. Publicity. Neither party shall without the prior written consent of the other Party: (a) refer to, identify, or use the name or any trade name or trademark of the other Party or any of its employees in any advertising or communications in any form; (b) make publicity releases, promotional or marketing materials, announcements, customer listings, testimonials, or advertising regarding the other or any of its employees, this Agreement, the services or any related activities, or (c) take any photographs, video or other recordings of the property of each Party or any of its employees.
19. Payments to Third Parties. PBS shall comply with all federal, state, and local law, regulation or guidance regarding political donations and charitable contributions.
20. Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties in regard to the subject matter hereof and supersedes and replaces all prior agreements, negotiations, and arrangements concerning its subject matter; this Agreement is not subject to modification, alteration or amendment except by further written agreement signed by all Parties.
21. Non-Assignability. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, provided, however, that this Agreement shall not be assignable by either Party without the prior written consent of the other Party that shall not be unreasonably withheld.
22. Non-Waiver. No waiver of any provision shall constitute a waiver of any other provision, nor shall any waiver be deemed continuing unless otherwise expressly so provided in writing by the Party against which the waiver is asserted.
23. Severability. If any portion of this Agreement is determined to be invalid by law or court interpretation: (1) the court or other tribunal may “blue pencil” or revise said portion so that it is enforceable to the fullest extent permitted by law; (2) the Parties agree to attempt in good faith to renegotiate the problematic provision to the mutual satisfaction of the Parties; or (3) if revision is deemed impermissible, that portion shall be removed from this Agreement. In the event the Parties are not able to mutually agree on modification of the problematic provision, then either Party may terminate this Agreement upon thirty (30) calendar days written notice to the other Party if the terminating Party has a good faith belief based on the advice of legal counsel that the problematic provision creates an unfavorable exposure under applicable laws. All other portions of this Agreement shall remain in full force and effect.
24. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflict of law principals. No provision of this Agreement shall be applied or construed in a manner inconsistent with applicable federal, state, and local law, regulation, or guidance. The Parties hereby agree that all actions or proceedings arising in connection with this Agreement shall be tried or litigated exclusively in the Circuit Court of Cook County,

Illinois. The Parties hereby waive all objections to personal jurisdiction, venue, and forum non-conveniens.

25. Compliance with Law. Notwithstanding any other provision in this Agreement to the contrary, both Parties remain exclusively responsible for ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of federal, state, and local law, regulation, or guidance.
26. No Third-Party Beneficiaries. It is the explicit intent of the Parties hereto that no person or entity other than the Parties hereto, except assignees as contemplated in Section 22, is or shall be entitled to bring any action to enforce any provision of this Agreement against either of the Parties hereto.
27. Notices. All notices that are required hereunder, of which either Client or PBS may desire to serve upon the other Party, shall be in writing, personally delivered, sent by certified mail, return receipt requested, with postage prepaid, or by a recognized overnight carrier, to the Parties at the following address, (or at such other or further addresses as the Parties may hereafter designate by like notice similarly sent). Notices shall be deemed received upon receipt (if personally delivered), two (2) business days after deposit in the United States Mail (if mailed), or one business day after deposit with a recognized overnight carrier. If either Party chooses to use a recognized overnight carrier to deliver such notice, then the notice shall be by restricted delivery and only the person or persons listed below are the authorized signatories:
- | | |
|---|---|
| <p>If to Client:</p> <p>_____</p> <p>_____</p> <p>_____</p> | <p>If to PBS:</p> <p>David B. Hill, III, President</p> <p>Paramedic Billing Services, Inc.</p> <p>395 W. Lake St.</p> <p>Elmhurst, IL 60126</p>
<p>With a copy to:</p> <p>Thomas Deegan, Client Liaison</p> <p>Paramedic Billing Services, Inc.</p> <p>395 W. Lake St.</p> <p>Elmhurst, IL 60126</p> |
|---|---|
28. Subpoenas and Records Requests. PBS shall charge and retain fees as allowed under applicable federal, state, and local law, regulation or guidance for reproduction of medical records upon valid request. PBS shall charge Client a court appearance fee of \$100.00 for each instance that a PBS employee is required to appear in court or at a deposition in any action related to the collection of a fee for Client.
29. Headings. The headings and subheadings in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.
30. Billing Guidelines. PBS, in its sole discretion, shall make all billing decisions, including, but not limited to, decisions on the level of service billed and determination of medical

necessity. Such decisions shall be made based on the guidelines, policies and regulations issued by Medicaid, Medicare, or other third party payer.

31. Signature. It is the responsibility of Client (when Client's employees are providing Services) to obtain the signature of the Recipient or verification that it could not be obtained for assignment of benefits forms, and any other documents required by Medicaid, Medicare, or a third party payer (for purposes of this paragraph collectively "Payer") for any purpose including but not limited to establishing medical necessity. Client shall (a) submit to PBS all signatures necessary to properly bill Payers or (b) verification that signatures could not be obtained. Upon receipt of the necessary signatures or verification, PBS shall bill the Payer. PBS shall send Client a list of accounts requiring signatures or verification. PBS shall also send an invoice to the Recipient containing a signature form notifying the Recipient that the signature form must be completed and sent to PBS in order for PBS to bill a Payer and that absent receipt, Recipient is responsible for payment.
32. Notice of Privacy Practice. It is the responsibility of Client to comply with the HIPAA Privacy Rule's Notice of Privacy Practices for Protected Health Information (45 CFR 164.520).
33. Overpayments. In the event there are any overpayments due to third party payers based on Client's acts or omissions or for which PBS is otherwise not responsible (e.g. Client not obtaining signatures as required per Section 32 or Client not complying with the law as required in Section 35), PBS shall not assume any responsibility or liability for the overpayment and PBS shall keep the fees described in this Agreement.
34. Compliance with Law. It is the responsibility of Client (when Client's employees are providing Services) to ensure compliance with local, state, and federal rules, statutes, and sub-regulatory guidance including but not limited to ensuring: i) crew are appropriately licensed and certified, ii) crew are not excluded from participation in federally funded healthcare programs, and iii) Services are appropriately documented.
35. Contract Interpretation. Each Party and its counsel have had the opportunity to participate fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted in accordance with its plain meaning and not strictly for or against any Party.
36. Non-Solicitation. The Parties agree not to, directly or indirectly, solicit, or cause or induce on its own behalf or for any third party to solicit, for the purpose of hiring any of the Parties' employees to perform like services for the duration of this Agreement unless mutually agreed by the Parties.
37. Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

38. Authority. PBS and Client represent that this Agreement is executed in accordance with the requirements of their respective organizations.

39. Screenings. The Office of the Inspector General (“OIG”) of the Department of Health and Human Services (“HHS”) has the authority to exclude individuals and entities from federally funded health care programs pursuant to sections 1128 and 1156 of the Social Security Act. The OIG maintains a list of all currently excluded individuals and entities called the List of Excluded Individuals and Entities (“LEIE”). Exclusion databases are also maintained by state agencies that oversee the State Medicaid Program and by the U.S. General Services Administration. Any health care entity or healthcare billing entity that hires or contracts with an individual or entity excluded from federally funded health care programs (“Excluded Person”) may be subject to civil monetary penalties (CMP). To avoid exclusion and CMP liability, parties to health care contracts that involve the Medicare/Medicaid claim development and submission process and other processes affecting compliance with federal or state law need to routinely check exclusion lists to ensure that new hires, current employees, vendors, and subcontractors are not Excluded Persons. The primary effect of hiring or having an employee who is an Excluded Person or contracting or subcontracting with an Excluded Person is that no payment will be provided for any items or services furnished, ordered, or prescribed by the Excluded Person.

1. Both Parties represent and warrant that they, their new hires, current employees, vendors, and subcontractors are not excluded from, or proposed for exclusion from, participation in, and are not otherwise ineligible to participate in, a “Federal Health Care Program” as defined in 42 U.S.C. Section 1320a-7b(f) (or any applicable successor statutory section).
2. Each Party shall not knowingly employ or contract with any individual or entity that has been excluded from or barred from participation in any Federal Healthcare Program.
3. Each Party shall be responsible for conducting a background screening at least annually or as otherwise required by law for their new hires, employees, vendors and subcontractors which shall minimally include:
 - i. OIG List of Excluded Individuals/Entities available at: <http://oig.hhs.gov/exclusions/exclusionslist.asp>.
 - ii. Any exclusion database maintained by the state agency that oversees the State Medicaid Program.
 - iii. The U.S. General Services Administration Excluded Parties List System. This list can be accessed at: <http://www.sam.gov>.
 - iv. An appropriate source for a state or local background check (e.g. State Bureau of Criminal Apprehension, Bureau of Investigation, local Sheriff’s Department).

4. Each Party shall immediately, but no later than three (3) business days, disclose to the other any results of the background screening that may impact the Medicare/Medicaid or other government healthcare claim development and submission process and other processes affecting compliance with federal or state healthcare law.
 5. Whether or not such notice is given, each Party may immediately terminate this Agreement without penalty or any other amounts owing as a result of such termination.
 6. If either Party's failure to conduct a routine check or make a notification as provided herein impacts reimbursement under this Agreement or causes the OIG to assess CMP which impacts the other Party under this Agreement, the Party that was responsible for and failed to conduct the check or make the notification shall be responsible to the extent permitted by law (i) for reimbursing the other Party for services provided under this Agreement and (ii) for reasonable costs associated with any OIG inquiries and investigations related thereto.
40. Indemnification. It is expressly understood and agreed that each Party shall to the extent permitted by law, defend, indemnify, save, and hold harmless the other, its parent corporations, affiliates, subsidiaries, successors and assigns, and their respective present and former agents, officers, volunteers, and employees from any and all claims, liabilities, obligations, debts, charges, settlements or judgments (including attorneys' fees) arising from this Agreement or the other party's present and former agents, officers, volunteers, and employees attributable to the negligent acts or omissions of the other Party, its agents, officers, and employees while engaged in the performance of duties under this Agreement, provided that no Party shall have any obligation under this section with respect to liabilities caused by the gross negligence, reckless, fraudulent or deliberately dishonest conduct, or intentional misconduct of the other Party seeking indemnification; and in the event that a final determination that such claims or liabilities resulted from such party's gross negligence, reckless, fraudulent or deliberately dishonest conduct, or intentional misconduct is made by a court of competent jurisdiction, the indemnified Party shall immediately refund such monies and expenses paid pursuant to this section. Neither Party shall be obligated to indemnify the other Party for any claim or liability: (a) involving a claim by one Party against the other Party; (b) to the extent prohibited by law; (c) to the extent the Party seeking indemnification receives indemnification or insurance coverage from any other source. Provided that a Party is not in breach of its indemnification obligations hereunder, no Party being indemnified shall settle or compromise any claim subject to indemnification hereunder without the consent, of the Party providing such indemnification.

Each Party also agrees to indemnify and hold each other harmless for any settlement or judgment based upon the sole theory of apparent agency arising from the negligent acts or omissions of the other and/or its employees or agents.

Notwithstanding the above paragraph, neither Party shall be liable to the other for indemnification for, and each Party hereby releases the other from, any liability for

punitive, exemplary and consequential damages which may be suffered by such Party arising directly or indirectly out of the performance of this Agreement, including but not limited to the loss of use, loss of profits or business interruption (collectively, the "excluded damages"); provided that amounts owed as consideration under this Agreement shall not be deemed excluded damages.

Notwithstanding the foregoing, nothing contained within this Agreement is intended to be a waiver or estoppel of the Client, PBS, or its respective insurer's ability to rely upon the limitations, defenses and immunities contained within Illinois law, including, but not limited to Illinois Local Government Tort Immunity Act that may be applicable to the Client or PBS. To the extent that indemnification is available and enforceable, the parties or their respective insurers shall not be liable to in indemnity or contribution for an amount greater than the limits of liability for claims established by law. Each Party's obligation to indemnify hereunder is subject to the availability and limits of applicable insurance coverage. Under no circumstances shall either party be required to indemnify the other for its own negligent or intentional conduct.

For purposes of any defenses or immunities to claims and liabilities to third parties that the Client and/or its employees may be entitled under applicable laws, the parties agree that, to the extent permitted by law, PBS will be deemed the agent of the Client or standing in the shoes of the Client with respect to such defenses and immunities available to the Client.

This indemnification obligation shall be deemed to be contractual in nature and shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto set their seal this ____ day of _____, _____

CLIENT

PARAMEDIC BILLING SERVICES, INC.

By: _____

By: _____

Printed Name: _____

Printed Name: Thomas Deegan

Its: _____

Its: Client Liaison

APPENDIX A

Billing Procedures

1. PARAMEDIC BILLING SERVICES, INC. (PBS) shall provide electronic billing to all governmental and commercial carriers, where available. Otherwise, PBS shall provide paper billing on behalf of Client.
2. PBS will bill any and all appropriate government or commercial third party payers as agreed to by Client or as required by federal, state, or local law, regulation, or guidance.
3. PBS will invoice all Recipients/Recipient guarantors as agreed to by Client or as required by federal, state, or local law, regulation, or guidance.
4. PBS shall issue invoices on a billing form specific for Client.
5. PBS shall bill for Client's services in accordance with those rates determined by the Client or as required by the appropriate federal, state, or local law, regulation, or guidance. Client shall provide PBS with current rates. For any rate changes that may be implemented, Client shall immediately provide PBS with written notice of the rate changes.
6. Invoicing/collection activities will be conducted on the following schedule:
 - a. Immediate first steps:
 - i. First phone call verifies relevant insurance information.
 - ii. Medicaid/Medicare/government healthcare program reimbursement verified.
 - iii. Internet service verified for third party insurance.
 - b. Except as otherwise required by law, invoicing for Recipients with no insurance identified or for which insurance billing is not applicable:
 - i. First invoice mailed within five business days after receipt of case source data.
 - ii. Second invoice mailed 30 calendar days after first invoice.
 - iii. First courtesy call 10 business days after second invoice.
 - iv. Third invoice mailed 30 calendar days after second invoice.
 - v. Follow up call 10 business days after third invoice.
 - vi. Collection letter 30 calendar days after third invoice.
 - vii. Follow up call 5 business days after collection letter.
 - viii. If there is no payment plan established, and the account remains unpaid after the billing cycle has been completed, then the account balance will be turned over to a third-party collection agency.
 - c. Except as otherwise required by law, invoicing for Recipients with insurance identified:

- i. Claim submitted to insurance carrier within five business days after receipt of case source data.
 - ii. If no payment is received within 45 calendar days from claim submission, an invoice will be sent to Recipient with message stating that there has been no payment or correspondence from their insurance carrier, and to please give the insurance carrier a call.
 - iii. If Recipient is a resident, the claim will continue to follow the procedures listed above in "Invoicing for Recipients with no insurance identified." If there is no payment plan established and the account remains unpaid after the billing cycle has been completed, the account balance is written off.
 - iv. If Recipient is a non-resident, the claim will continue to follow the procedures listed above in "Invoicing for Recipients with no insurance identified." If there is no payment plan established, and the account remains unpaid after the billing cycle has been completed, then the account balance will be turned over to a third-party collection agency.
- d. If an insurance payment is received on behalf of the Recipient for the service and a balance is remaining, PBS shall send its first invoice within five business days after receipt of the insurance payment, and follow up in accordance with the schedule set forth in 6c above.
- e. PBS reserves the right to change the procedures listed in this paragraph 6 as deemed necessary for operational, business, or legal reasons.
- 7. PBS shall not refer delinquent accounts for external collection activity, as outlined in Section 6, or initiate any legal action on any Client account without the express authorization of the Client.
- 8. PBS accepts checks and all credit cards and may, in its discretion and in accordance with the law, pass on credit card fees to the cardholder.
- 9. PBS will set up payment plans where appropriate consistent with Client's policies and procedures and in accordance with law.
- 10. All payments shall be sent directly to the designated lockbox to allow rapid posting of payments. It is the responsibility of Client to notify PBS of any payments received at Client within 72 hours of all payments, correspondence, explanation of benefits, etc. relating to the services heretofore described.
- 11. PBS will submit a monthly payment receipt recap, and a monthly trip report detailing all of the transports billed from the previous month. It is the responsibility of Client to verify these reports and provide PBS with any missing data.
- 12. It shall be the responsibility of Client to audit the billing rates charged by PBS for the Services provided by Client on a quarterly basis to verify that the rates charged by PBS are the correct rates. Additionally, should Client decide to change the billing rates for the Services, Client shall notify PBS as required in

Section 5 and thereafter complete any necessary follow-up with PBS to insure that the changed rate is being applied by PBS.

BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (the "Agreement") is entered into on _____, 2021 ("Effective Date") by and between the Village of Homewood ("Covered Entity"), and Paramedic Billing Services, Inc. ("Business Associate") (each a "Party" and collectively the "Parties").

1. BACKGROUND

Business Associate performs functions, activities, or services for, or on behalf of, Covered Entity under an existing written agreement (the "Underlying Agreement") and Business Associate creates, receives, maintains, or transmits Protected Health Information ("PHI"), including Electronic Protected Health Information ("EPHI"), in order to perform such functions, activities, or services (referred to collectively as the "Services"). The purpose of this Agreement is to set forth the terms and conditions of disclosure of PHI by Covered Entity to Business Associate, to set forth the terms and conditions of Business Associate's use and disclosure of PHI, and to ensure the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity. It is the intent of Covered Entity and Business Associate that this Agreement will meet the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA"), the Privacy Rule, and the Security Rule, 45 C.F.R. Parts 160 and 164.

2. DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in HIPAA, ARRA, the Privacy Rule, and the Security Rule. Following are some of the key terms of this Agreement.

2.1 *Electronic Protected Health Information.* "Electronic Protected Health Information" or "EPHI" shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103, but shall be limited to the EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.

2.2 *Individual.* "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

2.3 *Minimum Necessary.* "Minimum Necessary" shall have the same meaning as "minimum necessary" described in 45 C.F.R. § 164.502(b) and Section 13405(b) of ARRA.

2.4 *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and Part 164, subparts A and E.

2.5 *Protected Health Information.* "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, but shall be limited to the information that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.

2.6 *Required by Law.* "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

2.7 *Secretary.* "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee.

2.8 *Security Incident.* "Security Incident" shall have the same meaning as "security incident" in 45 C.F.R. § 164.304.

2.9 *Security Rule.* "Security Rule" shall mean the Security Standards for the Protection of EPHI at 45 C.F.R. Parts 160 and 164, subparts A and C.

2.10 *Subcontractor.* "Subcontractor" shall have the same meaning as "subcontractor" in 45 C.F.R. § 160.103.

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

3.1 *Use and Disclosure.* Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement and any Underlying Agreement(s) related to the Services, or as Required by Law. Business Associate shall also comply, where applicable, with the Privacy Rule and the Security Rule.

3.2 *Safeguards.* Business Associate agrees to use appropriate safeguards and comply, where applicable, with the Security Rule with respect to EPHI, to prevent use or disclosure of the information other than as provided for by this Agreement.

3.3 *Business Associate's Reporting Obligations.*

(a) *Reports of Non-Permitted Use or Disclosure.* Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which Business Associate becomes aware. Where applicable, such report shall comply with the requirements outlined in Sections 3.3(b) and 3.3(c).

(b) *Reports of Breach of Unsecured PHI.*

1. For purposes of this Section, "Breach" and "Unsecured PHI" shall have the same meaning as "breach" and "unsecured protected health information," respectively, as such terms are defined by 45 C.F.R. § 164.402.
2. Following the discovery of a Breach of Unsecured PHI, Business Associate shall notify Covered Entity of the Breach. Such notification shall be made without unreasonable delay after discovering the Breach, but no later than sixty (60) calendar days after its discovery.
3. Business Associate's notice shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during or as a result of the Breach. Business Associate shall also provide Covered Entity with at least the following information: a description of the Breach, including the date of Breach and the date of discovery of the Breach, if known; a description of the types of Unsecured PHI involved in the Breach; any steps Individuals should take to protect themselves from potential harm resulting from the Breach; a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and any other information Covered Entity is required to include in notification to the affected Individual(s) under 45 C.F.R. § 164.404(c). Business Associate will provide additional information to Covered Entity as such information becomes available.

- (c) *Reports of Security Incidents.* Business Associate agrees to report to Covered Entity any Security Incident of which it becomes aware. Where applicable, such report shall comply with the requirements outlined in Sections 3.3(a) and (b). This Agreement serves as Business Associate's notice to Covered Entity that attempted but unsuccessful Security Incidents, such as pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, regularly occur and that no further notice will be made by Business Associate unless there has been a successful Security Incident.

3.4 *Subcontractors.* Business Associate agrees to ensure that any Subcontractor that creates, receives, maintains, or transmits PHI (including EPHI) on behalf of Business Associate agrees to substantially the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information, including but not limited to, compliance with the applicable requirements of 45 C.F.R. Parts 160 and 164. Such agreement between Business Associate and the Subcontractor must be made in writing and must comply with the terms of this Agreement and the requirements outlined in 45 C.F.R. §§ 164.504(e) and 164.314.

3.5 *Access to Designated Record Set.* The Parties do not intend for Business Associate to maintain any PHI in a Designated Record Set for Covered Entity. To the extent Business Associate possesses PHI in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate is not required to provide such access where the PHI contained in a Designated Record Set is duplicative of the PHI contained in a Designated Record Set possessed by Covered Entity. If an Individual makes a request for access pursuant to 45 C.F.R. § 164.524 directly to Business Associate, or inquires about his or her right to access, Business Associate will either forward such request to Covered Entity or direct the Individual to Covered Entity.

3.6 *Amendments to Designated Record Set.* The Parties do not intend for Business Associate to maintain any PHI in a Designated Record Set for Covered Entity. To the extent Business Associate possesses PHI in a Designated Record Set, Business Associate agrees to make available such PHI for amendment and incorporate any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity or an Individual. If an Individual submits a written request for amendment pursuant to 45 C.F.R. § 164.526 directly to Business Associate, or inquires about his or her right to amendment, Business Associate will either forward such request to Covered Entity or direct the Individual to Covered Entity.

3.7 *Accounting of Disclosures.*

- (a) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- (b) Business Associate agrees to provide to Covered Entity or an Individual information collected in accordance with Section 3.7(a) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

3.8 *Compliance with Law.* To the extent Business Associate is expressly obligated under the Underlying Agreement(s) to carry out one or more of Covered Entity's obligation(s) under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered

Entity in the performance of such obligation(s).

3.9 *Internal Practices.* Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule and Security Rule.

3.10 *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

4.1 *General Use and Disclosure.*

- (a) Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform Services for, or on behalf of, Covered Entity as such services may be specified in any Underlying Agreement(s), provided that such use or disclosure would not violate the Privacy Rule or the Security Rule if done by Covered Entity.
- (b) All uses and disclosures of PHI must comply with the Minimum Necessary requirements under the Privacy Rule. The Party disclosing PHI shall determine what constitutes the Minimum Necessary to accomplish the intended purpose of the disclosure.

4.2 *Specific Use and Disclosure.*

- (a) Business Associate may use or disclose PHI to carry out Business Associate's legal responsibilities and for the proper management and administration of Business Associate, provided that any such disclosures are either (1) Required by Law, or (2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- (b) Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (c) Business Associate may use and disclose PHI to report violations of law to appropriate state and federal authorities, to the extent permitted or required by 45 C.F.R. § 164.502(j)(1) and state law.
- (d) Business Associate may use PHI to create de-identified information in accordance with the requirements outlined in the Privacy Rule. Data that has been de-identified will no longer be subject to the terms of this Agreement.

5. OBLIGATIONS OF COVERED ENTITY

5.1 *Privacy Practices.* Covered Entity will notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI. Covered Entity will provide such notice no

later than fifteen (15) days prior to the effective date of the limitation.

5.2 *Notice of Changes Regarding Individual Permission.* Covered Entity will obtain any consent or authorization that may be required by the Privacy Rule, or applicable state law, prior to furnishing Business Associate with PHI. Covered Entity will notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI. Covered Entity will provide such notice no later than fifteen (15) days prior to the effective date of the change.

5.3 *Notice of Restrictions to Use or Disclosure of PHI.* Covered Entity will notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI. Covered Entity will provide such notice no later than fifteen (15) days prior to the effective date of the restriction. If Business Associate reasonably believes that any restriction agreed to by Covered Entity pursuant to this Section may materially impair Business Associate's ability to perform its obligations under the Underlying Agreement or this Agreement, the Parties will mutually agree upon any necessary modification of Business Associate's obligations under such agreements.

5.4 *Permissible Requests by Covered Entity.* Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule or the Security Rule if done by Covered Entity, except that Business Associate may use or disclose PHI as set forth herein.

5.5 *Safeguards.* Covered Entity shall use appropriate safeguards to maintain the confidentiality, privacy, and security of PHI in transmitting PHI to Business Associate pursuant to this Agreement.

6. TERM AND TERMINATION

6.1 *Term.* This Agreement shall be effective upon the Effective Date and shall remain in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with Section 6.3(b).

6.2 *Termination.*

(a) Termination Resulting from the End of Services. This Agreement shall terminate in the event that the Underlying Agreement(s) under which Covered Entity discloses PHI to Business Associate terminates for any reason, or if the Services that give rise to the necessity of a business associate agreement terminate for any reason.

(b) Termination for Cause. Upon either Party's knowledge of a material breach of this Agreement by the other Party, the non-breaching Party must either:

1. Provide an opportunity for the breaching Party to cure the breach or end the violation opportunity to cure the breach within thirty (30) business days, and if the breaching Party does not cure the breach or end the violation within thirty (30) business days, the non-breaching Party shall terminate this Agreement; or
2. Immediately terminate this Agreement if cure is not possible.

6.3 *Return or Destruction of PHI.*

- (a) Except as provided in paragraph (b) of this Section, upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate still maintains in any form. This provision shall also apply to PHI that is in the possession of Subcontractors of Business Associate. Business Associate shall retain no copies of the PHI.
- (b) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate and its Subcontractors shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate and/or its Subcontractors maintain such PHI.

7. MISCELLANEOUS

7.1 Regulatory References. A reference in this Agreement to a section in the Privacy Rule, the Security Rule, HIPAA, or ARRA, or any other reference to a law or regulation, means the section or law as in effect as of the date of this Agreement or as subsequently amended.

7.2 Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, and ARRA.

7.3 Survival. The respective rights and obligations of Business Associate under Section 6.3 of this Agreement shall survive the termination of this Agreement.

7.4 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits compliance with the Privacy Rule, the Security Rule, HIPAA, and ARRA.

7.5 Relationship to Other Agreement Provisions. In the event that a provision of this Agreement is contrary to a provision of an Underlying Agreement or Agreements under which Covered Entity discloses PHI to Business Associate, the provision of this Agreement shall control. Otherwise, this Agreement shall be construed under, and in accordance with, the terms of such Underlying Agreement or Agreements between the Parties.

7.6 Prior Business Associate Agreements. Consistent with Section 7.5, this Agreement shall supersede any and all prior business associate agreement(s), or terms of other agreements addressing the privacy and security of PHI, between the Parties.

7.7 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity or Business Associate any rights, remedies, obligations, or liabilities whatsoever.

7.8 Modification of Agreement. No alteration, amendment, or modification of the terms of this Agreement shall be valid or effective unless in writing and signed by Business Associate and Covered Entity.

7.9 Relationship of Parties. Business Associate, in furnishing services to Covered Entity, is acting as an independent contractor, and Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed, all work to be performed by Business Associate under this Agreement. Business Associate is not an agent of Covered Entity, and has no authority to represent Covered Entity as to any matters, except as expressly authorized in this Agreement.

7.10 Notices. Any notices required or permitted to be given under this Agreement by either Party shall be given in writing: (a) by personal delivery; (b) by electronic facsimile with confirmation sent by United States first class mail; (c) by bonded courier or nationally recognized overnight delivery service; or (d) by United States first class registered or certified mail, postage prepaid, return receipt requested, addressed to the Parties at the addresses set forth below or to such other addresses as the Parties may request in writing by notice pursuant to this Section 7.10. Notices shall be deemed received on the earliest of personal delivery, upon the next business day after delivery by electronic facsimile with confirmation that the transmission was completed or upon receipt by any other method of delivery.

Covered Entity: Village of Homewood, 2020 Chestnut Road, Homewood, Illinois, 60430

Business Associate: Paramedic Billing Services, Inc., c/o Privacy Officer, 395 West Lake Street, Elmhurst, IL 60126

7.11 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois.

7.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and when taken together shall constitute one agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers and made effective as of the Effective Date.

Paramedic Billing Services, Inc.
Business Associate

Village of Homewood
Covered Entity

By: _____
Print Name: _____
Title: _____
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____



BOARD AGENDA MEMORANDUM

DATE OF MEETING: July 27, 2021

To: Jim Marino, Village Manager**From:** Bob Grabowski, Fire Chief**Topic:** Purchase of Cardiac Monitors/Waive Competitive Bid Requirement

- **PURPOSE:**

One of the most important life-saving tools that paramedics use is the cardiac monitor/defibrillator. Zoll Medical Corporation of Chelmsford, MA is a sole source supplier for the Village of Homewood. The Zoll monitors/defibrillators are compatible to the Fire Department's software and hardware for patient reporting to the State. This software and hardware is a shared system with the Village of South Holland.

- **PROCESS:**

This purchase is a Capital Improvement Project item approved by the board and included in the FY2021-2022 budget. To offset the cost of this equipment, the Fire Department plans to trade in two older monitors and will receive a \$17,000 credit toward the cost of the two new monitor/defibrillators. The Village President was successful in acquiring \$10,000 from the Comcast Corporation towards the purchase of this critical equipment. Per the Village's Purchasing Policy, the Village Board may waive the competitive bidding requirement when a "sole source" purchase is recommended.

- **OUTCOME:**

This purchase will enable the Fire Department to more effectively continue its life saving public safety mission.

- **FINANCIAL IMPACT:**

- **Funding Source:** CIP
- **Budgeted Amount:** \$50,000.00
- **Cost:** \$38,571.80

- **LEGAL REVIEW:** Not Required



- **RECOMMENDED BOARD ACTION:**
 - Waive competitive bid requirements due to a qualifying "sole source" equipment purchase; and approve the Fire Department's purchase of two Zoll Series Manual Monitors/Defibrillators for a cost of \$38,571.80.



TO: Homewood Fire Department
 17950 Dixie Highway
 Homewood, IL 60430

Attn: **John Elashik**

email: jelashik@homewoodil.gov

Tel: 708-206-3400

ZOLL Medical Corporation

Worldwide Headquarters
 269 Mill Rd
 Chelmsford, Massachusetts 01824-4105
 (978) 421-9655 Main
 (800) 348-9011
 (978) 421-0015 Customer Support
 FEDERAL ID#: 04-2711626

QUOTATION 390375 V:1

DATE: July 16, 2021

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2231011-01	<p>X Series® Manual Monitor/Defibrillator with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5"(16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display.</p> <p>Accessories Included:</p> <ul style="list-style-type: none"> • MFC cable • MFC CPR connector • A/C power adapter/ battery charger • A/C power cord • One (1) roll printer paper • 6.6 Ah Li-ion battery • Carry case • Declaration of Conformity • Operator's Manual • Quick Reference Guide <p>• One (1)-year EMS warranty</p> <p>Advanced Options: Real CPR Help Expansion Pack CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI)</p> <ul style="list-style-type: none"> • See - Thru CPR artifact filtering <p>ZOLL NonInvasive Pacing Technology:</p>	2	\$41,220.60	\$28,814.40	\$57,628.80 *

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1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.

2. PRICES QUOTED ARE VALID UNTIL SEPTEMBER 30, 2021.

3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.

4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.

5. FORWARD PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT

esales@zoll.com OR FAX TO 978-421-0015.

6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.

7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

Kyle Sears
 Territory Manager
 708-466-8172



TO: Homewood Fire Department
17950 Dixie Highway
Homewood, IL 60430

Attn: **John Elashik**

email: jelashik@homewoodil.gov

Tel: 708-206-3400

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QUOTATION 390375 V:1

DATE: July 16, 2021

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		Masimo Pulse Oximetry SP02 & SpCO <ul style="list-style-type: none">• Signal Extraction Technology (SET)• Rainbow SET (for SpCO & SpMet) NIBP Welch Allyn includes: <ul style="list-style-type: none">• Smartcuff 10 foot Dual Lumen hose• SureBP Reusable Adult Medium Cuff End Tidal Carbon Dioxide monitoring (ETCO2) Oridion Microstream Technology: Order required Microstream tubing sets separately Interpretative 12- Lead ECG: <ul style="list-style-type: none">• 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set				
2	8000-001392	Rainbow, RC-4, 4FT, Reusable EMS Patient Cable	2	\$252.35	\$252.35	\$504.70
3	8000-000371	SpO2/SpCO/SpMet Rainbow DCI Adult Reusable Sensor with connector (3 ft)	2	\$870.35	\$608.40	\$1,216.80 *

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Kyle Sears
Territory Manager
708-466-8172



Item 9. B.

TO: Homewood Fire Department
17950 Dixie Highway
Homewood, IL 60430

Attn: **John Elashik**

email: ielashik@homewoodil.gov

Tel: 708-206-3400

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DATE: July 16, 2021

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
4	8000-002005-01	Cable Sleeve, Propaq / X Series, ZOLL Blue	2	\$52.45	\$35.96	\$71.92 *
5	8000-0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	2	\$157.50	\$113.40	\$226.80 *
6	8000-0580-01	Six hour rechargeable Smart battery	4	\$519.75	\$356.39	\$1,425.56 *
7	8300-0500-01	SurePower 4 Bay Charging System including 4 Battery Charging adapters	1	\$2,793.51	\$1,859.76	\$1,859.76 *
8	8300-0520-01	Filterline Set Adult/Pediatric, Case of 25	2	\$275.00	\$198.00	\$396.00 *
9	8300-0524-01	Smart CapnoLine Plus O2 Adult (O2 tubing), Case of 25	2	\$355.00	\$255.60	\$511.20 *
10	8900-0402	CPR stat-padz HVP Multi-Function CPR Electrodes - 1 pair	4	\$81.11	\$54.00	\$216.00 *
11	8000-000875-01	Paper, Thermal, BPA Free (box of 6)	2	\$24.72	\$17.28	\$34.56 *
12	8707-000503-01	Clear Plastic Display Protector. X Series	2	\$37.85	\$37.85	\$75.70

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Kyle Sears
Territory Manager
708-466-8172



TO: **Homewood Fire Department**
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QUOTATION 390375 V:1

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
13	8300-000676	OneStep Cable, X Series	2	\$459.64	\$306.00	\$612.00	*
14	8009-0020	CPR-D Padz and CPR Stat Padz Connector for R Series	2	\$405.56	\$270.00	\$540.00	*
15	8900-000219-01	OneStep Pediatric CPR Electrode (1 pair)	4	\$94.64	\$63.00	\$252.00	*
16	6008-9901	ZOLL EMS X Series Trade-In	2		(\$8,500.00)	(\$17,000.00)	**
<p>*Pricing is valid only upon receipt of a signed Silver Cross Emergency Medical System Pricing Agreement, which must be received prior to or with the order against this quotation.</p>							

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Item 9. B.

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TO: Homewood Fire Department
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Attn: John Elashik

email: jelashik@homewoodil.gov

Tel: 708-206-3400

QUOTATION 390375 V:1

DATE: July 16, 2021

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FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		<p>**Trade-In Value valid if all equipment purchased is in good operational and cosmetic condition, and includes all standard accessories. Customer assumes responsibility for shipping trade-in equipment to ZOLL Chelmsford within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.</p> <p>**Trade value guaranteed only through September 30, 2021.</p>				
TOTAL						\$48,571.80

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Kyle Sears
Territory Manager
708-466-8172



BOARD AGENDA MEMORANDUM

DATE OF MEETING: July 27, 2021

To: Jim Marino, Village Manager

From: Napoleon Haney, Assistant Village Manager

Topic: Fire Union Collective Bargaining Agreement

PURPOSE:

The Village successfully completed negotiations with the Homewood Professional Fire Fighters Local Union 3565 of the International Association of Fire Fighters (AFL-CIO). The collective bargaining agreement must be approved by the Village Board of Trustees.

PROCESS:

After experiencing delays due to COVID-19 meeting restrictions, the Village resumed bargaining with the Homewood Fire Fighter's International Association of Fire Fighters – Local 3656 in March of 2021 just prior to the ending of the 5-year agreement that expired on April 30, 2021. After only eight (8) meetings with the Fire Union, both sides tentatively agreed (TA) on the final contract items including cost of living (COLA) wage adjustments.

OUTCOME:

After eight (8) negotiating meetings with the Fire Union, both sides tentatively agreed (TA) on the final contract items including cost of living (COLA) wage adjustments. The tentatively agreed upon items were placed into the contract for review by the Village's labor attorney, then forwarded to the IAFF for review and ratification. The Fire Union successfully ratified the agreement.

FINANCIAL IMPACT:

Funding Source: No Financial Impact

Budgeted Amount: N/A

Cost: N/A

LEGAL REVIEW: Completed



RECOMMENDED BOARD ACTION:

Approve a five-year (2021 to 2026) Collective Bargaining Agreement between the Village of Homewood and the Homewood Professional Fire Fighters Local Union 3565 of the International Association of Fire Fighters (AFL-CIO).

MEMORANDUM

Date: 6/7/2021

To: Village Board of Trustees

From: Napoleon Haney, Assistant Village Manager and Chief Bob Grabowski, Fire Chief

Re: IAFF - Fire Union Negotiations Update

The Village is currently engaged in negotiations with all four (4) of its bargaining groups (IAFF-Fire; Teamsters-Records & Water Billing Clerks; MAP-Police; AFSCME-Public Works). After experiencing delays due to COVID-19 meeting restrictions, the Village began bargaining with the Homewood Fire Fighter's International Association of Fire Fighters – Local 3656 in March of 2021 just prior to the ending of the 5-year agreement that expired on April 30, 2021. After only eight (8) meetings with the Fire Union, both sides have tentatively agreed (TA) on the final contract items including cost of living (COLA) wage adjustments.

During the past few contract negotiations with the Fire Union, union representatives would typically provide the Village's negotiation team with a full contract re-write citing numerous sections of the contract to be considered for discussion and negotiation. Thanks to the leadership on both the management and labor union side of the Fire Department, the union's main non-financial items, listed below, were discussed and resolved.

- Amendments to Memorandum of Agreement for the Use of Part Time Employees
 - Removal of certain testing requirements (CPAT, psychological, polygraph) to increase the opportunity to hire part-time personnel.
 - Village now has the ability to hire either certified firefighters or certified paramedics as part-time personnel.
 - Increase the minimum manning on weekends from 5 personnel on shift to 6 personnel on shift.
 - Firefighter Paramedic may act as company officer in the absence of an available officer under certain conditions.
 - The Village may hire up to 20 employees to work part-time as either firefighter or firefighter/paramedics.
- Vacation Scheduling
 - The Fire Chief, or his designee, shall grant at least 6 variances per shift per calendar year allowing a vacation day to be scheduled on another employee's vacation or Kelly day, potentially creating overtime. These variances shall not fall on a holiday. These variances shall not create supervisory overtime. Beginning with calendar year 2022, the number of variances per shift shall increase to 7 per year. Beginning with calendar year 2023, the number of variances shall increase to 8 per year. Beginning with calendar year 2024, the number of variances shall increase to 9 per year. Beginning with calendar year 2025, the number of variances shall increase to 10 per year.

After the main non-financial items were tentatively agreed (TA), negotiations focused on resolving two financial items: (1) cost of living adjustments and (2) the union's request to reinstate a holiday

(day after Thanksgiving). The holiday was previously negotiated out of the fire union's contract during fire negotiations held during the recession of 2008-2009.

Financial Negotiations

Staff reviewed cost of living adjustments from various fire contracts from comparable communities including the Villages of Park Forest, Matteson, Hazel Crest and the Cities of Oak Forest and Burbank. The average COLA adjustment from the 5-year fire contracts are listed below.

Village of Matteson (fire)	2.00% avg. increase over 5-year agreement
Village of Hazel Crest (fire)	2.25% avg. increase over 5-year agreement
Village of Homewood (fire)	2.30% avg. increase over 5-year agreement (proposed)
City of Burbank (fire)	2.65% avg. increase over 5-year agreement
Village of Park Forest (fire)	2.70% avg. increase over 5-year agreement

Homewood's 5-year fire union COLA, as proposed, falls into the lower end of our comparable communities. Using these comparables, and leveraging the union's request to reinstate the holiday, the Village was able to successfully negotiate (TA with fire union) modest COLA increases over the course of the 5-year agreement.

Proposed Fire Union COLAs

Year 1	Year 2	Year 3	Year 4	Year 5
2.00%	2.25%	3.00%	2.25%	2.00%

Next Steps

Staff is looking for direction from the Village Board to include the COLAs as proposed in the Fire Union's Collective Bargaining Agreement. The COLAs were tentatively agreed upon by the union's negotiating team on June, 7, 2021 and must be ratified by the union membership. If successful, the COLAs will be included in the proposed collective bargaining agreement to be approved by the Village Board of Trustees at an upcoming meeting.



BOARD AGENDA MEMORANDUM

DATE OF MEETING: July 27, 2021

To: Jim Marino, Village Manager

From: Napoleon Haney, Assistant Village Manager

Topic: Teamsters Union Collective Bargaining Agreement

PURPOSE:

The Village successfully completed negotiations with the Teamsters Union - Local 700. Homewood and the Teamsters Union signed all items tentatively agreed upon and voted unanimously to ratify the contract. The collective bargaining agreement can be approved by the Village Board of Trustees pending final review by the Village's labor attorney.

PROCESS:

The Teamsters Union - Local 700 represents the full-time Police Records Clerks, Water Billing Clerk and Building Inspector. After five (5) meetings with the Teamsters Union, both sides tentatively agreed (TA) on the final contract items including the identical cost of living (COLA) wage adjustments presented to and ratified by the Fire Union.

OUTCOME:

The Teamsters Union agreed to a five-year contract (2021 to 2026). The agreed upon language changes were reviewed by the Village's labor attorney and forwarded to the Teamsters Union. The agreement is being physically re-formatted by the Teamsters Union and will be reviewed again by the Village's labor attorney once the formatting has been completed.

FINANCIAL IMPACT:

Funding Source: No Financial Impact

Budgeted Amount: N/A

Cost: N/A

LEGAL REVIEW: Completed

RECOMMENDED BOARD ACTION:

Approve the 5-year Collective Bargaining Agreement between the Village of Homewood and the Teamsters Union - Local 700 pending final review by the Village's labor attorney.

Negotiated Items of Importance

The Village and Teamsters Union (Local 700) Tentatively Agree on the following provisions:

1. Bereavement

- The Village and Union agrees to include the additional titles of “son-in-law and daughter-in law” to Section 12.4: Funeral Leave - consistent with the following amended language:
 - *In the event of the death of an immediate family employee (defined as the employee's legal spouse or civil union partner (as defined by Illinois law), children, step-children, adopted children, parents, brothers, sisters, grandparents, grandchildren, parents-in law, sisters-in-law, brother-in-law, step brothers, step sisters, ~~and~~ step-parents **and son-in-law and daughter-in law**) the employee normally will be granted up to three (3) consecutive days paid provided the employee actually attends the wake and/or funeral on those days (confirmation from the funeral home or location of service may be required if requested).*

2. The Village and Union agree to a 5-year contract.

3. Village and Union agree to the wage increases for the period of the 5-year contract.

<i>May 1, 2021 to April 30, 2022</i>	<i>May 1, 2022 to April 30, 2023</i>	<i>May 1, 2023 to April 30, 2024</i>	<i>May 1, 2024 to April 30, 2025</i>	<i>May 1, 2025 to April 30, 2026</i>
<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>	<i>Year 4</i>	<i>Year 5</i>
2.00%	2.25%	3.00%	2.25%	2.00%

4. The Village agrees to a uniform allowance increase from \$325 to \$400.

5. The Village removed Fair Share language as a result of the Janus v. AFSCME ruling.



BOARD AGENDA MEMORANDUM

DATE OF MEETING: July 27, 2021

To: Village President and Board of Trustees

From: Jim Marino, Village Manager

Topic: Auditorium Lease

PURPOSE:

The Homewood Arts Council (HAC) would like to use our auditorium for performing arts and other cultural programs. A lease with the Council must be approved to allow them to use the space.

PROCESS:

Our lease with the Homewood Flossmoor Park District that allowed the park district to use our auditorium has expired. We did not renew the lease because we intend to use the auditorium for an entertainment venue.

Staff has met several times with the HAC and an entertainment venue operator about renovating the auditorium to accommodate art, cultural and entertainment events. The entertainment operator would bring in touring entertainers, and the HAC as well as other local groups could use the space for their programs. Until such time that the auditorium is renovated, the HAC would like to utilize the space for its programs.

The attached lease allows the HAC to use the auditorium for one year. The HAC provided the attached description of the programs they plan to offer.

OUTCOME:

This lease will allow the HAC to further its mission to support local artists and make the community more aware of what the Council offers. It will also provide opportunities to expose the community to arts and culture, and can increase foot traffic in the downtown area.

FINANCIAL IMPACT:

Funding Source: No Financial Impact

Budgeted Amount:

Cost:

VILLAGE OF HOMEWOOD

Item 9. E.



LEGAL REVIEW: Completed

RECOMMENDED BOARD ACTION:

Authorize the Village President to enter into a one-year lease agreement with the Homewood Arts Council for use of the Village's auditorium.

JUMP START! with Homewood Arts Council

What: A four-week performing arts program for children ages 9-14. Students can sign up for one or all of the classes during the program. Each week will be centered around a different aspect of performance: Acting, Improv, and Singing. The month-long event will end with a family-friendly comedy improv show.

Who: The program will be run by adults who have professional experience in each area as well as experience working with children. All children from Homewood and the surrounding areas from ages 9-14 are eligible to attend. The price per class will be a suggested donation, ensuring that all children will have access to attend.

Where: Homewood Auditorium, 2018 Chestnut Rd, Homewood, IL 60430

When: Classes: Fridays October 8, 15, 22 6:30-8:00
Family Friendly Comedy Improv Show: Friday October 29, 7:30-9:00

Why: Homewood Arts Council would like to share its passion for the arts by allowing children to experience three different types of performing arts in a low-pressure one-time class. This month-long program will serve to gauge interest from the community, hopefully serving as a jumping-off point to introduce specific classes and other opportunities.

Other Possible Ideas:

Winter/Holiday Improv Show
Reoccurring Family Friendly or 18+ Improv Shows
Kid/Adult Improv Classes
High School Improv Jams/ High School Improv Group
Sketch Writing/Standup classes

**BOARD AGENDA MEMORANDUM****DATE OF MEETING:** July 27, 2021**To:** Jim Marino, Village Manager**From:** Angela Mesaros, Director of Economic Development**Topic:** Financial Incentive Request - Joan Sullivan of Urban Leegacy, LLC/Culture Food and Entertainment Group, Inc., 18031 Dixie Highway**PURPOSE:**

Joan Sullivan, representing Urban Leegacy, LLC, is the owner of the property at 18031 Dixie Highway. Ms. Sullivan has requested financial assistance from the Village to upgrade the existing business Culture Food and Entertainment. Upgrades would include installation of a grease trap, renovation, and site improvements for a new commercial kitchen required to open a restaurant. The cost of the proposed renovations and site improvements with the lowest bid total \$237,168.00.

PROCESS:

The owner plans to invest approximately \$800,000 in the building at 18031 Dixie Highway. This investment will include \$237,168.00 for renovations, site improvements, and installation of a commercial kitchen. Staff reviewed the application under the Business Incentive Program. This program was established to provide incentives to properties outside of a TIF district through three programs. This application qualifies for all three programs: Façade and Property Improvements, Retail Enhancements, and Go Green Reward. These programs allow for reimbursement of up to 50% of the eligible costs with a maximum total of \$40,000.

OUTCOME:

The Village's participation in the incentive programs would include:

1. Reimbursement of 100% of the cost to install a grease trap on the property, not to exceed \$25,000; and
2. Reimbursement of 6% of the cost of renovations (excluding the grease trap), not to exceed \$15,000.

When developing this recommendation, staff considered the following:

- The total recommended financial incentive is \$40,000, approximately 17% of the total build-out costs (including the grease trap), which is less than the 50% maximum available under the Business Incentive Program.
- Many new businesses that express interest in locating in Homewood face costs associated with modernizing spaces and bringing them into compliance with fire and building codes. The recommended funding will be used to open a restaurant, which is a



targeted business as well as to make improvements to the building that will increase the long-term viability of the space.

- Projected annual sales is \$1.13 million. Revenue to the Village of Homewood is \$34,000 annually = 1% sales tax (\$11,300) + 2% places of eating (\$22,600).

FINANCIAL IMPACT:

Funding Source: General Fund

Budgeted Amount: The current available fund balance of the Homewood Business Improvement Program fund is \$125,000.

Cost: \$40,000

LEGAL REVIEW: Completed

RECOMMENDED BOARD ACTION:

Authorize the Village President to enter into an agreement with Joan Sullivan, Urban Leegacy, LLC. The agreement is to reimburse eligible expenses for improvements to the business located at 18031 Dixie Highway up to a maximum of \$25,000 for the grease trap and up to \$15,000 of costs of renovations and site improvements for a new commercial kitchen under the Homewood Business Incentive Program.

**AGREEMENT TO REIMBURSE ELIGIBLE EXPENSES
FOR IMPROVEMENTS TO THE BUSINESS LOCATED
AT 18031 DIXIE HIGHWAY UNDER THE
VILLAGE OF HOMEWOOD BUSINESS INCENTIVE PROGRAM**

This Agreement is made and entered this 27th day of July 2021, between Urban Leegacy, LLC, ("Owner") and the Village of Homewood, Cook County, Illinois, an Illinois municipal corporation ("Village").

WHEREAS, Owner is the installment purchaser of the property described in Exhibit A and commonly known as 18031 Dixie Highway, Homewood, Illinois, (the "Property") according to Articles of Agreement for Deed recorded January 23, 2020 as document 2002308603 with the Cook County Recorder of Deeds; and

WHEREAS, Owner has requested financial assistance from the Village to upgrade an existing building within the Village's B-1 central business district, including installation of a grease trap, renovation, and site improvements for a new commercial kitchen; and

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

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

WHEREAS, the Owner has obtained bids for renovation and site improvements with the lowest bid totaling \$237,168.00; and

WHEREAS, the Village supports making the proposed improvements to increase the building's functionality, thereby strengthening the Village's economic viability, and as such is willing to enter into this Agreement.

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

1. TERMS OF AGREEMENT

As authorized by the President and Board of Trustees of the Village of Homewood on July 27, 2021 and subject to this Agreement, the Village of Homewood agrees to reimburse the Owner for the cost of certain rehabilitation work to be undertaken on the Property.

2. UNDERTAKING ON PART OF THE VILLAGE

Subject to this Agreement, the Village agrees to the following:

- a. The Village agrees to reimburse the Owner for the cost to install a grease trap on the property, but not to exceed Twenty-Five Thousand Dollars (\$25,000.00), to be paid in a lump sum within sixty (60) days after the Owner completes installation of a grease trap and submits a reimbursement request in compliance with paragraph 3c below.
- b. The Village agrees to reimburse Owner six (6%) of the cost of renovations (excluding the grease trap), but not to exceed Fifteen Thousand Dollars (\$15,000.00), to be paid in a lump sum within sixty (60) days after Owner completes all renovations and site improvements as detailed in Exhibit B and submits a reimbursement request in compliance with paragraph 3c below.

3. UNDERTAKINGS ON PART OF THE OWNER

- a. Before beginning construction, Owner shall provide written proof to the Village that the Installment Seller of the property, Frank Properties LLC Series II, consents to the modifications to the Property proposed by the Owner.
- b. The Owner shall comply with all requirements imposed by the Homewood Municipal Code, including registration and filing monthly Places for Eating Tax returns with the Village's Director of Finance.
- c. Owner shall execute all contracts with said Work and shall be responsible for ensuring that the Work is completed in accordance with said contracts. The Owner shall furnish the Village with copies of all contracts for the Work. All Work shall comply with all local codes.
- d. Within sixty (60) days of completing the Work contemplated under this Agreement, the Owner shall submit a written reimbursement request to the Village's Community and Economic Development Director along with the following documentation:
 - i. Copies of cancelled check(s) or other evidence that Owner has paid for the Work;
 - ii. Lien waivers from all general contractors, subcontractors, and materialmen who provided services or materials for the Work.

4. Failure to submit a written reimbursement request within sixty (60) days of completing the Work contemplated under this Agreement shall be grounds for

the Village to deny reimbursement. Owner's failure to submit a reimbursement request shall not constitute a default under this Agreement.

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

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

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

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

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

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

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

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

13. The Agreement shall not be transferrable by the Owner without the express written consent of the Village.

14. Should either party be in default under this Agreement, the non-defaulting party shall give written notice of such default by Certified Mail with postage prepaid, or by personal delivery. Notice by Certified Mail shall be considered

given when deposited in the United States Mail. Should such default remain uncured twenty-one (21) days after such notice was given, the non-defaulting party may terminate this Agreement by giving written notice of such termination in the same manner and under the same terms as the notice of default. Either party may also seek to enforce its rights under this Agreement as authorized by law.

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

16. If any portion of this Agreement is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining Agreement terms.

17. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation shall not be binding upon either party unless incorporated in this Agreement.

18. If a conflict arises between the Agreement text and the exhibits, the Agreement text shall control.

19. Failure of any party to insist upon the strict performance of the terms, covenants, and conditions herein contained, or any of them, shall not constitute a waiver of any party's right thereafter to enforce any such term, covenant, or condition, but the same shall continue in full force.

20. Notices under this Agreement shall be sent:

To the Village:

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

With A Copy To:

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

To the Owner:

Joan Sullivan
16024 Louis Avenue
South Holland, IL 60473

With A Copy To:

Urban Leegacy, LLC
30 South Wacker Drive, Suite 2200
Chicago IL 60606

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

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

VILLAGE OF HOMEWOOD

CULTURE

By: _____
Village President

By: _____
Joan Sullivan, Authorized Agent for
Urban Leegacy, LLC

ATTEST:

Signed and sworn to before me on
_____, 2021

Village Clerk

Notary Public

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

EXHIBIT A

Legal Description:

Parcel 1 (Fee):

That part of the West 1/2 of the Southeast 1/4 of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian, described as follows: Beginning at the point of intersection of the East line of Dixie Highway (said East line being 33 feet East of and parallel to the West line of said Southeast 1/4 of Section 31) with the westward extension of the line of the north face of the north wall of a one-story brick building which point of intersection is 988.21 feet South of the North line of said Southeast 1/4 of Section 31; and running thence East along said westward extension, along said North face of the north wall and along the line of the eastward extension of said north face of the north wall, a distance of 140 feet. Thence North to its intersection with a line 173 feet East of and parallel to said West line of the Southeast 1/4 at a point thereon which is 988.75 feet South of said north line of the Southeast 1/4; thence North along the last above mentioned parallel line, a distance of 46.48 feet to its intersection with the eastward extension of the line of the South face of the south wall of a one-story brick building which point of intersection is 942.27 feet South of the North line of said Southeast 1/4; thence West along said eastward extension, along said south face of the south wall, and along the line of the westward extension of the line of said south face of the south wall, a distance of 140 feet to its intersection with said East line of Dixie Highway at a point thereon which is 941.59 feet South of said North line of the Southeast 1/4; thence South along said East line of Dixie Highway, a distance of 46.62 feet to the point of beginning.

Parcel 2 (Easement):

Easement for the benefit of Parcel 1 as set forth in the Easement Agreement dated September 20, 1966, recorded October 11, 1966, as Document No. 19966472 for ingress and egress over and upon a strip of land 14 feet wide extending East from Dixie Highway, the North line of which is 150 feet and the south line thereof being 140 feet, being part of Lot 2 in Panos' Resubdivision of part of the West 112 of the Southeast 1/4 of Section 31, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, as per plat recorded on March 4, 1965, as Document No. 19397294, said North line of aforesaid strip being 48 feet South and parallel to the most northerly line of said Lot 2, all in Cook County, Illinois.

Parcel 3 (Easement):

Easement for the benefit of Parcel 1 as created by Easement and Party Wall Agreement from Community Bank of Flossmoor, as Trustee under Trust Agreement dated November 30, 1978, and known as Trust Number 78223, to Community Bank of

Homewood-Flossmoor, as Trustee under Trust Agreement dated July 16, 1976, and known as Trust Number 76057, dated February 15, 1979, and recorded March 12, 1979, as Document No. 24876418, and re-recorded July 5, 1979, as Document No. 25035766, for the purpose of ingress and egress over the following described land:

The East 20 feet of that part of the West $1/z$ of the Southeast $1/4$ of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian, described as follows: Beginning at the point of intersection of the East line of Dixie Highway (said East line being 33 feet East of and parallel to the West line of said Southeast $1/4$ of Section 31) with a line 891.62 feet South of and parallel to the North line of said Southeast $1/4$ of Section 31, and running thence East along the last above mentioned parallel line a distance of 140 feet to its intersection with a line 173 feet East of and parallel to said West line of the Southeast $1/4$; thence South along the last above mentioned parallel line a distance of 50.65 feet to its intersection with the East extension of the line of the south face of the south wall of a one-story brick building, which point of intersection is 942.27 feet South of the North line of the Southeast $1/4$; thence West along said eastward extension, along said south face of the south wall and along the westward extension of the line of said south face of the south wall a distance of 140 feet to its intersection with said East line of Dixie Highway, at a point thereon which is 941.59 feet South of said North line of the Southeast $1/4$ and to North along said East line of Dixie Highway, a distance of 49.97 feet to the point of beginning, all in Cook County, Illinois.

Common Address: 18031 Dixie Highway

PIN: 29-31-400-056-0000

Exhibit B-Description of Renovations and Site Improvements*

Description of Work	Cost
Excavation	\$7,000
Concrete	\$6,000
Demolition (Selective)	\$8,500
Carpentry	\$41,600
Roofing	\$6,000
Plumbing	\$31,500
Mechanical	\$27,680
Electrical	\$33,350
Miscellaneous	\$75,538
TOTAL	\$237,168

*Bosie Construction Company, Application and Certificate for Payment,
 Culture Kitchen, Culture Foods & Entertainment, 18031 S. Dixie Highway

**BOARD AGENDA MEMORANDUM****DATE OF MEETING:** July 27, 2021**To:** Jim Marino, Village Manager**From:** Angela Mesaros, Director of Economic Development**Topic:** ORDINANCE - Parking Variation - mixed-use development at the southwest corner of Ridge Road and Martin Avenue, HCF Homewood LLC.**PURPOSE:**

The petitioner, HCF Homewood LLC has submitted an application for the redevelopment of the property at the southwest corner of Ridge Road and Martin Avenue, commonly known as the Triumph Building. The proposal includes demolition of the existing vacant, one-story commercial building and construction of a four-story mixed-use building. The building includes a 5,800 square-foot restaurant on the first floor and 36 apartments on the second, third, and fourth floors (12 units per floor).

The Village purchased the building in 2018 with the intent to secure this property for suitable development. The Village approved a purchase and sale agreement with HCF Homewood, LLC in May 2019. In 2019, the Village approved a site plan for the project and special use permit for 18 hotel rooms on the second floor of the proposed building in operation by La Banque Hotel directly across the street. Since that time, the proposal has changed from hotel rooms on the second floor to multiple family dwelling units on all three upper floors with shared parking at the La Banque Hotel parking lot.

The site plan includes the public parking lot directly to the north of the building. Indoor parking would be located on the first floor of the building with one-way access from Martin Avenue. Indoor parking is for residents only. Residents would have a scan card to open the garage door. Parking garage circulation is one-way with an entrance into the garage from the east by a new curb cut off Martin Avenue; egress would be on the south side into the existing parking lot. On-street and public parking are available for the restaurant. The zoning ordinance requires 1.3 spaces per dwelling unit for multiple-family dwellings. (1.3 * 36 units = 46.8). Therefore, 47 parking spaces would be required. Total parking for the site is 31 spaces: 18 outdoor spaces and 13 indoor parking spaces, which does not meet the zoning requirements.



Subsection 5.A.4 A (3), Shared Parking, allows off-street parking facilities for separate uses to be provided collectively in the Downtown Overlay District:

1. The total number of spaces is not less than fifty (50) percent of the separate requirements of each such use and if all regulations governing the location of the accessory parking spaces in relation to the use served are observed.
2. The respective hours or uses of the operation do not substantially overlap.
3. A legal agreement has been provided to the Village guaranteeing that the parking spaces and loading spaces shall be maintained so long as the uses are in existence unless the required parking is provided elsewhere per this Section. The agreement must be recorded in a form satisfactory to the Village Attorney. In compliance with Section 5.4. A of the Homewood Zoning Ordinance, HCF Homewood LLC has a parking agreement with the owner of La Banque Hotel to use thirteen (13) parking spaces within the existing parking lot. With the shared parking, the property has a total of 44 spaces, which is three less than required. Therefore, a variation from the zoning ordinance is required.

PROCESS:

At its regular meeting on June 24, 2021, the Homewood Planning and Zoning Commission reviewed the variation request and recommended approval of the zoning variation to allow construction of a four-story mixed-use building with three fewer spaces than required by the zoning ordinance.

No zoning variation shall be granted unless the findings based upon the evidence presented in each specific case establish the standards of Zoning Ordinance Section 2.17 have been met. The first three standards must all be met; the remaining standards are provided for further consideration:

1. The property cannot yield a reasonable return if permitted to be used under the conditions allowed by regulations.
2. The plight of the owner is due to unique circumstances - the zoning code recognizes that downtown has unique characteristics including mixed uses, pedestrian-oriented development, and availability of transit.
3. The variation will not alter the essential character of the locality - the Comprehensive Plan specifically identifies key objectives that are consistent with the proposed use: "encourage mixed-use development of key opportunity sites to create a more active '18-hour' downtown."

The following Standards are provided for your consideration in making a decision regarding the requested variation.



4. Existing conditions pose a particular hardship- the property is an infill property located in downtown Homewood; therefore no land is available to expand for additional parking.
5. This property is unique due to its location in the downtown overlay district.
6. Hardship not created by the property owner - the Village marketed this property as transit-oriented for redevelopment.
7. Variation is not detrimental or injurious to the neighborhood. This property is located in the Downtown Overlay District, which allows deviation from parking requirements to encourage transit-oriented development. The downtown is walkable and close to transit with public parking provided for retail/restaurant uses.
8. The proposed use is not expected to generate any excessive noise, vibration, light, or other factors that would disrupt adjacent properties.

OUTCOME:

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

1. The subject property is located at the southwest corner of Ridge Road and Martin Avenue (18042-18048 Martin Avenue & 2033-2045 Ridge Road);
2. HCF Homewood, LLC is the contract purchaser of the property;
3. HCF Homewood, LLC proposes to demolish the existing building and construct a four-story mixed-use building with retail/restaurant on the ground floor and 36 multiple-family dwelling units on the second, third, and fourth floors;
4. The property is zoned B-1 Central Business zoning district/DO Downtown Overlay district;
5. The subject property has 31 onsite parking spaces;
6. HCF Homewood LLC has a parking easement with the owner of La Banque Hotel for 13 additional spaces for a total of 44 parking spaces; and
7. The proposed redevelopment requires 47 parking spaces, which requires a variation of three parking spaces.

This development is a vital project for our downtown that will allow us to realize our long-term goal of having a mixed-use development that will be a catalyst for other developments.

FINANCIAL IMPACT:

Funding Source: No Financial Impact

Budgeted Amount:

VILLAGE OF HOMEWOOD

Item 9. G.



Cost:

LEGAL REVIEW: Completed

RECOMMENDED BOARD ACTION:

Pass the attached ordinance for a parking variation.

PARKING LOT LEASE AGREEMENT

THIS PARKING LOT LEASE AGREEMENT (the "Lease") is entered into this day of , 2021 (the "Effective Date"), by and between **GENDREAU HOMEWOOD HOLDINGS, LLC**, an Illinois limited liability company (the "Lessor"), of 500 Lake Cook Road, Suite 350, Deerfield, Illinois, and **HCF HOMEWOOD, LLC**, an Illinois limited liability company (the "Lessee"), c/o Robert Hansen, 11001 W 123rd Street, Palos Park, Illinois 60464 (collectively Lessor and Lessee are sometimes referred to herein as the "Parties").

RECITALS:

WHEREAS, Lessee owns the property located at 2033 Ridge Road, Homewood, Illinois ("Lessee's Property") which Lessee intends to develop as a long term residential apartment complex ("Lessee's Development");

WHEREAS, the Village of Homewood requires Lessee to include a certain amount of parking spaces with each long term residential development for the Village to approve Lessee's Development; and

WHEREAS, Lessor owns property at 18001 Harwood Avenue, Homewood, Illinois ("Lessor's Property"), and Lessee desires to use a portion of Lessor's Property to provide parking space for Lessee's tenants in conjunction with Lessee's use of Lessee's Property, and Lessor is willing to permit such use of Lessor's Property, subject to the terms and conditions herein.

NOW THEREFORE, in consideration of the mutual covenants in the Lease, Lessor and Lessee agree as follows:

1. Lease of Parking Lot Area. Lessor hereby leases to Lessee, subject to the terms of the Lease, that portion of the paved parking lot (the "Parking Lot") located on Lessor's Property identified as:

LOT 1 AND THE NORTH 50 FEET OF LOT 7 (AS MEASURED ALONG THE EASTERLY AND WESTERLY LINES OF SAID LOT 7) IN BLOCK 'E' IN THE VILLAGE OF HARTFORD SUBDIVISION IN THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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 29-31-307-008-0000

inclusive, on the diagram attached hereto as "Exhibit A" and incorporated herein by reference (the "Leased Parking Lot Area"). Lessee shall have the right, in common with Lessor, its invitees and other tenants, if any, to traverse over and use the ingress and egress areas for purposes of accessing the Leased Parking Lot Area, as depicted on Exhibit A. However, should the Lease, and any rights associated therewith, violate any rights of a third party under the terms of a pre-existing recorded document between Grantor and such third party, then the Parties shall use their best efforts to attempt to modify the Lease (but only as necessary, and with the goal of preserving the rights granted herein as much as possible) so as not to violate the pre-existing recorded document. Should modification of the Lease fail to cure said violations, then this Lease and all rights associated therewith shall terminate.

2. Use. Lessee shall have the exclusive use the Leased Parking Lot Area for the purpose of parking of cars and vans used by its agents, employees, consultants, affiliates, guests, tenants, invitees and third party assignees and designees in conjunction with Lessee's use of and activities conducted on Lessee's Property; subject to Lessor's right to traverse upon and through Lot 1. Lessee shall not assign or sublet the Lease or otherwise allow any parties (other than those described in the preceding sentence and in Paragraph 4 below) to use the Leased Parking Lot Area for any other purpose without the prior written consent of Lessor, which consent may be withheld in Lessor's sole discretion. Lessee agrees not to use or occupy the Leased Parking Lot Area for any unlawful purpose and not to permit the Leased Parking Lot Area to be used in violation of any law, order, or regulation of any government authority relating to the use or occupancy of said property.

3. Term. The Lease shall be in effect for the period of time commencing on the Effective Date as defined above and continuing so long as Lessee's Development is used as a long term apartment complex. Notwithstanding the foregoing, Lessee may terminate the Lease Agreement at any time upon thirty (30) days prior written notice to Lessor.

4. Assignment. The Lease and any amendments thereto may be assigned by Lessor to a subsequent record owner of Lessor's Property with notice of Assignment provided to Lessee no less than ten (10) days after such transfer.

So long as Lessee's Property includes long-term residential apartments, the Lease and any amendments thereto may be conveyed by Lessee to a subsequent record owner of Lessee's Property without the consent of Lessor, so long as Lessee sends written notice of such Assignment to Lessor within ten (10) days following any such transfer. Subject to the foregoing, Lessee may not assign or transfer the Lease without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned, or delayed.

5. Recording. Lessor and Lessee hereby agree to execute and record, at Lessee's cost, a Memorandum of Lease in the form attached hereto and made a part hereof as "Exhibit B".

6. Rent. In consideration of the Lease, Lessee will pay rent in the amount of One Hundred and 00/100ths Dollars (\$100.00) per year, with each rental installment due on the first (1st) day of January, each calendar year, during the term of the Lease.

7. Maintenance and Repair.

a. Snow Removal. Lessee shall be responsible for arranging, at Lessee's expense, for required snow removal in the Leased Parking Lot Area as depicted on Exhibit A.

b. Maintenance and Repair Generally. Lessee shall keep the Leased Parking Lot Area in a neat and safe condition, ordinary wear and tear excepted. Lessee shall not store or release any hazardous or toxic substances of any kind at the Leased Parking Lot Area. Lessor shall have no obligation to make any repairs or improvements to the Leased Parking Lot Area.

8. Property Taxes. Lessee shall be responsible for paying the property taxes attributable to the Leased Parking Lot Area.

9. Condition. Lessee has had the opportunity to inspect the Leased Parking Lot Area prior to signing the Lease and accepts the Leased Parking Lot Area in its AS IS condition without any representation from Lessor as to its condition or suitability for Lessee's intended use.

10. Alterations. Lessee shall not make any alterations, additions, or improvements to the Leased Parking Lot Area without first obtaining the written consent of the Lessor, which consent may be withheld in Lessor's sole discretion.

11. Insurance. Lessee shall maintain at all times commercial general liability insurance insuring the Parties against all claims or demands for personal injuries to or death of any person, and damage to or loss of property, with coverage amounts of not less than Two Million Dollars (\$2,000,000.00) combined single limit and Three Million Dollars (\$3,000,000.00) in the aggregate, and which insurance will cover accidents or occurrences caused by acts performed or required to be performed by Lessee hereunder and/or that may be claimed to have occurred on the Leased Parking Lot Area and which arise from Lessee's occupation and use of the Leased Parking Lot Area hereunder. Lessee will provide Lessor with a certificate of insurance evidencing the coverage required hereunder upon request and such policy(ies) shall not be canceled without thirty (30) days prior notice to Lessor. Lessor shall maintain at all times commercial general liability insurance insuring Lessor against all claims or demands for personal injuries or death of any person or for damage to or loss of property for which Lessor becomes legally obligated, in such amounts as are customary for Lessor's uses of Lessor's Property, and which insurance will cover accidents or occurrences caused by acts performed or required to be performed by Lessor under the Lease including without limitation acts on, within or affecting the Leased Parking Lot Area.

12. Lessor's Right of Access. Lessor, or Lessor's employees or agents, shall have the right to enter the Leased Parking Lot Area in a reasonable manner to inspect the Leased Parking Lot Area or to conduct surveys, testing, or studies in connection with any engineering, design, financing, or permitting activities related to potential sale or development of Lessor's Property; provided, however, that no notice will be required in emergency circumstances where it is impractical to provide Lessee with advance notice. Lessor shall use reasonable efforts to minimize any disruption of Lessee's activities.

13. Default. In the event that Lessee shall fail to pay Rent or any part thereof when due or shall violate or fail to perform any of the covenants hereof on the part of Lessee to be performed, which failure or violation, in both such circumstances, shall continue for a period of thirty (30) days after notice of such failure or violation shall have been given to Lessee by Lessor (each such event, a "Default"), then Lessor may terminate the Lease and Lessee's rights to use the Leased Parking Lot Area hereunder as its sole and exclusive remedy. Lessor shall be entitled to collect from Lessee all reasonable costs, fees, and expenses, including reasonable attorneys' fees, incurred by Lessor in pursuing its remedies hereunder.

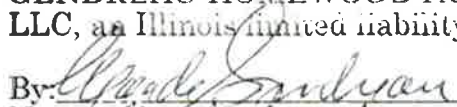
14. Surrender of Possession. At the termination of the Lease, Lessee shall deliver possession of the Leased Parking Lot Area to Lessor in the same condition as received on the commencement of the Lease, ordinary wear and tear excepted.

15. Notice; Entire Agreement; Applicable Law. All notices required to be given by either party to the other hereunder shall be in writing and shall be deemed to have been fully given when personally delivered or sent by registered or certified mail, postage prepaid to the address noted for such party above, effective on the date of delivery; with a duplicate copy of any notice to Lessee provided to Kaplan Papadakis & Gournis, P.C., 180 North LaSalle Street, Suite 2108, Chicago, Illinois 60601, Attention: Debra J. Papadakis. The Lease contains the entire agreement of the parties with respect to the leasing of the Leased Parking Lot Area and no representations or agreements not included in the Lease shall be enforceable unless in writing and signed by the party to be charged. The Lease shall be governed by and interpreted in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, Lessor and Lessee have caused the Lease to be executed by their duly authorized agents as of on the date first written above.

LESSOR:

GENDREAU HOMEWOOD HOLDINGS,
LLC, an Illinois limited liability company

By: 
Name: Claude Gendreau
Its: Manager

LESSEE:

HCF HOMEWOOD, LLC,
an Illinois limited liability company

By: 
Name: TIM FLANAGAN
Its: CO-MANAGER

EXHIBIT A DIAGRAM OF LEASED PARKING LOT AREA

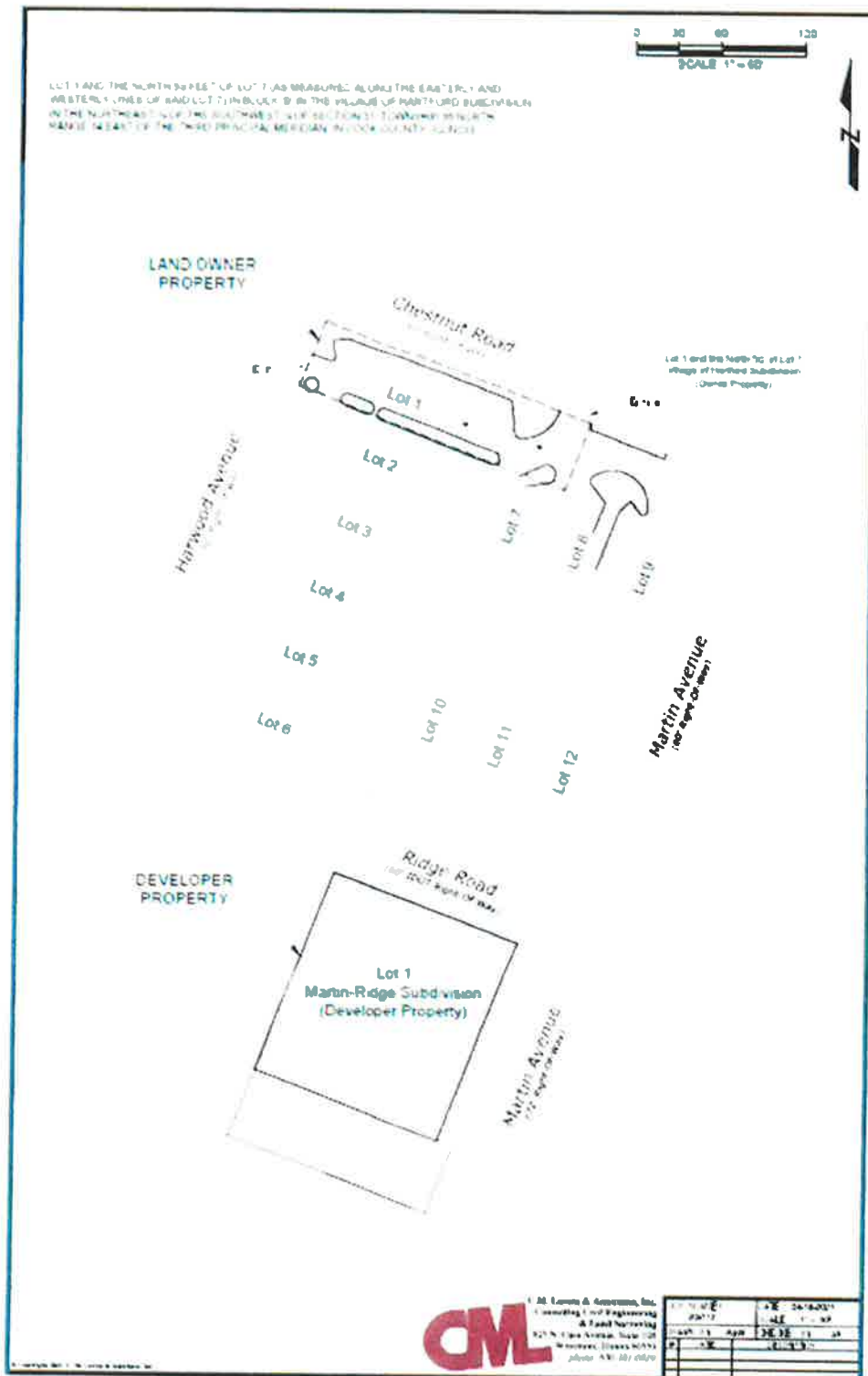


EXHIBIT B

After recording return to:

MEMORANDUM OF LEASE

This Memorandum of Lease is made and entered into this ____ day of _____, 2021, by and between **GENDREAU HOMEWOOD HOLDINGS, LLC** (hereinafter called "Lessor") and **HCF HOMEWOOD, LLC** (hereinafter called "Lessee").

Lessor owns the following real property in Cook County, Illinois (the "Parking Lot"):

LOT 1 AND THE NORTH 50 FEET OF LOT 7 (AS MEASURED ALONG THE EASTERLY AND WESTERLY LINES OF SAID LOT 7) IN BLOCK 'B' IN THE VILLAGE OF HARTFORD SUBDIVISION IN THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 31, TOWNSHIP 36 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Property Index Nos. 29-31-307-001-0000
 29-31-307-008-0000

The location of the Parking Lot is commonly known as 18001 Harwood Avenue, Homewood, Illinois

Pursuant to a Parking Lot Lease Agreement dated _____, 2021 (the "Lease"), Lessor is leasing to Lessee the above-referenced property.

This Memorandum of Lease is notice of the existence of the parties' rights as governed by and subject to the terms, conditions and restrictions contained in that certain unrecorded Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease effective as of the day and year first above written.

GENDREAU HOMEWOOD HOLDINGS, LLC, an Illinois limited liability company

By: Claude Gendreau
Name: Claude Gendreau
Its: Manager

HCF HOMEWOOD, LLC, an Illinois limited liability company

By: Tim Flanagan
Name: TIM FLANAGAN
Its: CO-MANAGER

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, this 21 day of July, 2021, personally appeared GENDREAU HOMEWOOD HOLDINGS, LLC, an Illinois limited liability company, by Claude Gendreau, its Manager, and acknowledged the execution of the foregoing Memorandum of Lease. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

Jodi Kennedy, Notary Public
Resident of Cook County

My Commission Expires:
5/18/2024

Commission No.: _____



STATE OF _____)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, this 22 day of July, 2021, personally appeared HCF HOMEWOOD, LLC, an Illinois limited liability company, by TIM FLANAGAN, its Manager, and acknowledged the execution of the foregoing Memorandum of Lease. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

Darlene Leonard, Notary Public
Resident of Cook County

My Commission Expires:
15 January 2025

Commission No.: _____



ORDINANCE NO. M-2191**AN ORDINANCE GRANTING A PARKING VARIATION TO ALLOW HCF
HOMEWOOD, LLC TO CONSTRUCT A MIXED-USE PROJECT AT THE
SOUTHWEST CORNER OF RIDGE ROAD AND MARTIN AVENUE,
HOMEWOOD, COOK COUNTY, ILLINOIS**

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

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

WHEREAS, the subject property is located in the B-1 Central Business District/DO Downtown Overlay district; and

WHEREAS, a request has been received to construct a four-story mixed-use building at 18042-18048 Martin Avenue and 2033-2045 Ridge Road; and

WHEREAS, 47 parking spaces would be required by the Homewood Zoning Ordinance when only 31 onsite parking spaces are available; and

WHEREAS, Section 5.A.4 of the Homewood Zoning Ordinance allows shared parking for separate uses in the Downtown Overlay District; and

WHEREAS, HCF Homewood LLC has a parking agreement with the owner of La Banque Hotel to use thirteen (13) spaces within the existing parking lot; and

WHEREAS, with the shared parking, the property has a total of 44 spaces, which is three less than required; and

WHEREAS, the Homewood Planning and Zoning Commission reviewed the variance request at its regular meeting on June 24, 2021, and recommended approval of a zoning variation to allow construction of a four-story mixed-use building with three fewer spaces than required by the zoning ordinance; and

WHEREAS, the President and Board of Trustees of the Village of Homewood, Cook County, Illinois deem it appropriate and are willing to grant a parking variance as described in Section Two below.

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

SECTION ONE – FINDINGS OF FACT:

1. The subject property is located at the southwest corner of Ridge Road and Martin Avenue (18042-18048 Martin Avenue & 2033-2045 Ridge Road);
2. HCF Homewood, LLC is the contract purchaser of the property;
3. HCF Homewood, LLC proposes to demolish the existing building and construct a four-story mixed-use building with retail/restaurant on the ground floor and 36 multiple-family dwelling units on the second, third, and fourth floors;
4. The property is zoned B-1 Central Business zoning district/DO Downtown Overlay district;
5. The subject property has 31 onsite parking spaces;
6. HCF Homewood LLC has a parking easement with the owner of La Banque Hotel for 13 additional spaces for a total of 44 parking spaces; and
7. The proposed redevelopment requires 47 parking spaces, which requires a variation of three parking spaces.

SECTION TWO – GRANTING OF VARIATION:

The following variation is granted to the petitioner:

A variation from Table 5.4 of the Homewood Zoning Ordinance to allow construction of a four-story mixed-use building at the southwest corner of Ridge Road and Martin Avenue (18042-18048

Martin Avenue and 2033-2045 Ridge Road) with three fewer parking spaces than the minimum required by the zoning ordinance.

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

These documents are made a part of this ordinance:

Lease Agreement with La Banque Hotel for 13 parking spaces, dated _____.

SECTION FOUR – ADDITIONAL MATERIALS TO BECOME PART OF THIS ORDINANCE:

These documents are hereby made part of this ordinance:

- 1) The Homewood Planning and Zoning Commission minutes of June 24, 2021, as they relate to the subject zoning.
- 2) The Homewood Village Board minutes of July 27, 2021, as they relate to the subject zoning.

SECTION FIVE – RECORDING:

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

SECTION SIX – LEGAL DESCRIPTION:

The subject property is legally described as follows:

Lots 1 and 2 in the Ridge-Martin Subdivision, being a subdivision of part of the Northeast 1/4 of the Southwest 1/4 of Section 31, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, according to the plat recorded _____, 2021 as document _____ by the Cook County Clerk, Recording Division.

PIN: 29-31-310-008-0000, 29-31-310-009-0000, 29-31-310-010-0000
29-31-310-011-0000

Common Address: 18042-18048 Martin Avenue & 2033-2045 Ridge Road
Homewood, IL 60430

SECTION SEVEN – EFFECTIVE DATE:

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

PASSED and APPROVED this 27th day of July 2021.

Village President

Village Clerk

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

**BOARD AGENDA MEMORANDUM****DATE OF MEETING: July 27, 2021**

To: Village President and Board of Trustees

From: Jim Marino, Village Manager

Topic: Triumph Building Redevelopment Agreement

PURPOSE:

In November of 2019, the Village entered into a redevelopment agreement (RDA) with HCF Homewood to construct a three-story mixed use building on the site of the Triumph building. Due to high Cook County taxes, the inability of projected revenues from the development to cover the cost of construction, and the risk associated with an unproven market in our downtown, the project is not financially viable without financial assistance from the Village and a Class 8 special assessment from Cook County. The RDA provided for the financial assistance and the project was slated to begin in 2020.

The developer was delayed in moving forward due to the COVID-19 pandemic and a prolonged process for securing a lease and financial approvals. These delays have been overcome and the developer is now ready to move forward with the project. The delay caused an alteration to the the scope and financial components of the project that require the board to approve a revised RDA.

PROCESS:

The original project called for a restaurant, floor of hotel rooms, and two floors of apartments. Due to the downturn in the economy as a result of the pandemic, the demand for hotel rooms has declined. As a result, the owner of La Banque Hotel no longer needs additional hotel rooms. The project will now have three floors of apartments, thus requiring the RDA to be revised to reflect the new project scope.

The shortage of construction material caused by the pandemic increased the cost of the project. This required the developer to revise his pro forma. We hired Kane McKenna and Associates to review the pro forma, financial projections, and to assist with drafting language for the RDA. The amount of the financial assistance has not changed from what was in the original RDA, but the method of calculating the annual payment to the developer was revised for clarity and accuracy.



The cost of the project is approximately \$10 million. The Village's incentive contribution will be \$7 million. Because the Village does not have this amount available in the TIF district, it will be paid over the 18 years remaining in the TIF district. The amount of the incentive in today's dollars is approximately \$3.5 million, which equates to \$7 million over the 18-year period when the discount rate is factored in.

The RDA includes a separate agreement as an exhibit that provides for the developer to demolish the building instead of the Village. The Village will reimburse the developer for the cost of the demolition and the cost of asbestos removal.

If the project outperforms expectations and the return to the developer is greater than anticipated, 50% of the excess financial returns will be shared with the Village.

OUTCOME:

This is a vital project for our downtown that will allow us to realize our long-term goal of having a mixed-use development that will be a catalyst for other developments. A large investment is necessary for us to achieve this goal. The revised RDA allows the developer to proceed with construction of the mixed-use building. This project will convert a long vacant building into a new building that will be a highlight of our downtown. The benefit of such a development is that it brings more people to the downtown that 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: Tax Increment Financing (TIF) Fund

Budgeted Amount: N/A because payments will not begin until after the project is complete in 2024

Cost: \$7,000,000 over 18 years

LEGAL REVIEW: Completed

RECOMMENDED BOARD ACTION:

Approve a redevelopment agreement between the Village of Homewood and HCF Homewood to construct a four-story mixed-use building in downtown.

FIRST RESTATEMENT OF THE REDEVELOPMENT AGREEMENT BETWEEN HCF HOMEWOOD, LLC AND THE VILLAGE OF HOMEWOOD

This First Restatement of the Redevelopment Agreement is executed effective as of the July 27, 2021 (“Effective Date”) by the Village of Homewood, Cook County, Illinois, an Illinois municipal corporation (“Village”) and HCF Homewood, LLC, an Illinois limited liability company (“Developer”). This First Restatement replaces the Redevelopment Agreement dated November 25, 2019 (the “Redevelopment Agreement”) between the Village and the Developer. Capitalized terms used herein shall have the meaning ascribed in the Redevelopment Agreement unless expressly modified herein, or if the context thereof shall clearly indicate otherwise.

BACKGROUND

The Village and the Developer entered into the Redevelopment Agreement in late 2019 to facilitate Developer’s development of a mixed use project (“Project”) in the Village’s Downtown Transit Oriented Development Tax Increment Financing District (“TOD TIF”). The Project is to be constructed on a site owned by the Village which is to be acquired by the Developer pursuant the terms of a Purchase Agreement (“Purchase Agreement”) between the Village and the Developer. Unfortunately, acquisition and commencement of the Project has been delayed and extended because of the COVID-19 pandemic.

As adverse economic effects of the COVID-19 pandemic abate, the Developer has determined to move forward with a modified Project. The original Project included additional guest rooms to be leased to a nearby hotel. However, the pandemic has severely impacted the entire hotel industry. As a result, to maximize the Project’s economic viability, the Developer has proposed eliminating the “guest rooms” originally planned for the Project and replacing those guest rooms with additional apartments. The Village has agreed to this modification of the Project.

NOW, THEREFORE, in consideration of the foregoing recitals, and to induce the Developer and Village to proceed with the new development contemplated by the Redevelopment Agreement, and for other good and valuable consideration, the parties hereto agree as follows:

This Agreement is entered into on July 27, 2021 and shall replace in its entirety the Redevelopment Agreement approved on November 25, 2019, by and between the Village of Homewood, Cook County, Illinois, an Illinois municipal corporation (hereinafter referred to as the “Village”), and HCF Homewood, LLC, an Illinois limited liability company, (hereinafter referred to as “Developer”).

WITNESSETH:

In consideration of the Preliminary Statements, the mutual covenants herein contained and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree:

1. Preliminary Statements.

Among the matters of mutual inducement which have resulted in this Agreement are:

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

(b) Developer has proposed demolishing a vacant one-story commercial building in the TOD TIF owned by the Village and constructing a four-story, mixed use building to include a first-floor restaurant/retail, three floors of rental apartments, ("the Project").

(c) Developer and Village have entered into a Purchase and Sale Agreement, incorporated herein and attached as Exhibit A, for the purchase of the 43,920 square foot Village-owned parcel in the TOD TIF (the "Property"), described in the Purchase Agreement.

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

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

(f) Developer represents and warrants that the Project requires economic assistance to be given by the Village and the Project as contemplated would not be economically viable without such assistance.

(g) The Project will enhance the downtown area by increasing population density, restoring the Property to the tax rolls, and creating another dining option for downtown residents and patrons.

(h) The Project is the first redevelopment opportunity in the TOD TIF and as such is critical to the TIF's financial success.

2. Village Authority.

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

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

3. Term of the Agreement.

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

4. Conditions Precedent to the Undertakings on the Part of the Village.

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

(a) Developer shall have substantially completed the requirements of the Purchase Agreement for the timely acquisition, development and occupancy of the Property. It is understood that approvals from the Village Director of Public Works and any other necessary agency, board or commission of the Village as required in this agreement or the Purchase Agreement shall be given in their sole capacity as agents of a municipal corporation with discretion to approve all plans for development within the Village, and the Village shall not be deemed to have caused a default or have any liability for its failure to approve the final development plan, stages of development, or Final Completion of the Project.

(b) Subject to the terms of Section 6 below, Developer, within 540 days from the date of site acquisition, shall have constructed the Project.

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

Completion means the issuance by the Village of Homewood of a conditional or final occupancy permit for each portion of the building comprising the Project.

(d) Developer acknowledges that 65 ILCS 5/11-74.4-4 requires the Village to request alternate proposals or bids for the disposition of the Property. Village acknowledges that it has complied with its requirements under 65 ILCS 5/11-74.4-4 and that no alternate bids were received by the Village.

5. Undertakings by the Village.

Upon satisfaction by Developer of all the conditions hereinabove stated by the dates set forth above, the Village undertakes to aid the Developer through cost reimbursements and other support as detailed in paragraphs (a) and (b) below, but subject to the conditions of paragraphs (c) and (d) below:

(a) The Village will support an application by Developer to Cook County for a Class 8 designation of the site acquired. Any reasonable expense to the Village in supporting the application by Developer will be paid by Developer. This County program provides for tax abatement to Developer which reduces the assessment rate for twelve years. The application will be made by the Developer, and Village will provide the appropriate municipal certifications requested by Developer for the Application, including providing to Developer a certified resolution, the form of which is attached as Exhibit B, stating that the Project follows the overall plan for redevelopment of the area and that the Village is in full support of the Developer's application to obtain a Class 8 tax designation for the Property. The Village makes no representation as to the merit of the application for a Class 8 designation. Developer may terminate this Agreement if Developer fails to receive the Class 8 designation for the Property or the letter it has requested from the Cook County Assessor's Office, the form of which is attached as Exhibit C, indicating that its Class 8 application should be approved.

(b) As authorized by the State of Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.1-1 *et seq.*, referred to as the "Act") and subject to this Agreement, the Village of Homewood agrees to reimburse the Developer for up to \$7,000,000 in costs eligible for reimbursement under the Act over a nineteen (19) year period, payable from incremental tax revenues deposited in the TOD TIF special tax allocation fund. The costs to be reimbursed to the Developer are listed in paragraphs 5(c), (d), and (e) below. In addition to reimbursements for TIF eligible expenses under the Act, the Village may also make economic development grants as authorized under 65 ILCS 5/8-1-2.5 up to the reimbursement amount stated in this paragraph.

(c) Exhibit D lists the Project's one-time costs eligible for reimbursement under the Act.

(d) The Village agrees to reimburse the Developer for Thirty Percent (30%) of its interest cost incurred related to the Project, as authorized by Section 11-74.4-3(q)(11) of the Act.

(e) The Village agrees to issue non-recourse tax increment revenue notes for unreimbursed TIF eligible expenses as provided below.

(i) The Village agrees to authorize/issue one or more Notes as the Village of Homewood Taxable Non-Recourse Subordinate Lien Tax Increment Revenue Note, Series 2021, (the "Notes") to Developer in the total aggregate principal amount of three million five hundred fifty eight thousand eight hundred and seventy seven Dollars (\$3,558,877) in the form attached as Exhibit E. The non-recourse Notes shall bear interest at Nine- and One-Half Percent (9.5%) per annum, for a term which is the shorter of: (i) the date on which all principal and interest due and owing on the non-recourse Notes is paid in full or (ii) nineteen (19) years from the date of the non-recourse Notes. The Note holder will have no recourse to compel the Village to pay from any other sources, except as provided for herein, nor compel the Village to have any obligation to extend the Notes or the duration of the TIF. The Notes shall have the liens on the Developer's Incremental Taxes, whether senior or subordinated to any other Notes, as requested by the Developer.

(ii) Prior to Developer's request for the first of the Notes, Developer shall submit a written statement to the Village certifying that it has completed the Required Improvements. Along with its request for the first of the Notes, Developer shall submit a statement stating the total amount spent on the Property and specifying the TIF Costs incurred, pursuant to Exhibit D, and shall include general contracts, general contractor's sworn statements, subcontracts, material purchase orders, waivers of lien, paid receipts and invoices to confirm that the total Property costs and the TIF Costs have been incurred and paid.

(iii) The Village shall respond to the Developer's request for the issuance of a Village Note(s) within thirty (30) days by issuing the Notes. Furthermore, the Village agrees to issue Notes to refund any Notes if the total principal amount of the refunding Notes does not exceed the amount of the Notes that are refunded.

(iv) The Village will establish and maintain the Downtown Transit Oriented Development TIF Special Tax Allocation Fund for the deposit of all incremental taxes generated from the Downtown Transit Oriented Development TIF. The incremental taxes from the Property (Project

Incremental Taxes) are a portion of the Downtown Transit Oriented Development TIF and will be segregated from the remainder of the Downtown Transit Oriented Development TIF. Those Project Incremental Taxes will be divided equally and recorded separately as the Developer's Incremental Taxes and the Village's Incremental Taxes. The Village will promptly provide annual notice by February 1 of each year, or whatever annual deadline is required, to Cook County, directing that separate tax codes shall be designated, assigned and maintained for each property index number assigned and dedicated to the Property and establish and maintain a sub-account within the Downtown Transit Oriented Development TIF Special Tax Allocation Fund for the deposit of Developer's Incremental Taxes (the "Downtown Transit Oriented Development Sub-Account"). The Village's Contribution, under this Agreement to pay the non-recourse Notes, shall be paid solely from the Developer's Incremental Taxes generated solely from the Property. As it relates to the Developer's Incremental Taxes, the Village Notes shall not be subordinate to any other obligations of the Village. The Developer's Incremental Taxes shall be used solely to make payment obligations on Village's non-recourse Notes and shall be the sole source of funding for paying the principal and interest of the Notes. In the event the Developer's Incremental Taxes are inadequate to make scheduled Notes payments or to fully repay the Notes, the Village shall have no obligation to provide any additional funds from any other source other than the Developer's Incremental Taxes. For an abundance of clarity, the foregoing provisions relating to the source of funding under the Notes shall not impair the independent obligations of the Village pursuant to Section 5(f) of this Agreement to assure Developer's receipt of Developer's Minimum Annual Return. Village shall not be deemed to be in default of this Agreement or the Notes if the Developer's Incremental Taxes are insufficient to make any payment on the Notes. As it relates to the Developer's Incremental Taxes, the Village non-recourse Notes and any Revenue Bonds shall not be subordinate to any other obligations of the Village. After the full redemption of the Notes, 100% of the Project Incremental Taxes shall thereafter be the Village's Incremental Taxes.

(vii) Not General Obligation. THE NOTES SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE VILLAGE, NOR SHALL THEY BE SECURED BY THE FULL FAITH AND CREDIT OF THE VILLAGE. THE NOTES SHALL BE PAYABLE SOLELY FROM DEVELOPER'S INCREMENTAL TAXES DEPOSITED INTO THE DOWNTOWN TRANSIT ORIENTED DEVELOPMENT TIF SUB-ACCOUNT. INSUFFICIENCY OF THE DEVELOPER'S INCREMENTAL TAXES TO PAY INTEREST OR PRINCIPAL OBLIGATION RELATING TO THE

NOTES WHEN DUE SHALL NOT BE A DEFAULT THEREON, AND NO NOTE HOLDER THEREOF SHALL HAVE ANY RECOURSE WHATSOEVER AGAINST THE VILLAGE IF THE DEVELOPER'S INCREMENTAL TAXES ARE INSUFFICIENT TO PAY ANY INTEREST OR PRINCIPAL OBLIGATION WHEN DUE.

(ix) During the Term, the Village covenants and agrees that, until all principal and interest payments due to Developer under the Notes have been made, the Village: (1) unless required by law, shall not revoke the TIF Ordinances; (2) shall not commingle the Developer's Incremental Taxes with any other municipal debt obligations; (3) shall not pledge or apply any portion of the Developer's Incremental Taxes to any other purpose or the payment of any other obligation of the Village other than as set forth in this Agreement.; (4) upon written request by Developer or its attorneys, shall provide Developer (within thirty (30) calendar days after receiving such request) with a copy of documentation submitted to the State of Illinois pursuant to reporting requirements in the Act; (5) shall provide copies to the Developer of any P.I.N. tax code segregation direction notices required to be filed with Cook County pursuant to Section 5.(e)(iv) above; and (6) shall comply with all annual reporting requirements in the Act.

(x) Payment on the Notes.

(i) Once the Notes are issued, the Village shall make payments as provided for herein on the Notes, upon receipt of Developer's Incremental Taxes from Cook County. Payments shall be made to the Registered Owner at the address registered with the Village. The Village shall continue to make payments to the original Registered Owner unless the Registered Owner directs the Village in writing to make payments to a successor owner.

(ii) The Village shall make semi-annual payments on the Notes by the date thirty (30) days after the date on which the Village receives payment from the Cook County Treasurer for so long as the Notes are outstanding.

(xi) Assignment or Transfer of Notes.

After the Village has issued the Certificate of Completion, Developer may assign the non-recourse Notes without the written prior consent of the Village. Developer acknowledges that the non-recourse Notes can only be assigned or transferred to a (i) "sophisticated investor" having enough knowledge and experience in business matters and non-rated revenue

notes to evaluate the risks and merits of the non-recourse Notes as an investment (a “Sophisticated Investor”) or (ii) a trustee bank that would hold the Note(s) as trustee for the benefit of Sophisticated Investor(s) pursuant to a trust agreement (a “Certificateholder”). Any non-recourse Notes assignee, other than with respect to a trustee bank, and each Certificateholder, must sign a letter to the Village confirming that he, she or it is a “sophisticated investor” and understands the risks inherent in a tax increment revenue note. No consent shall be required for any pledge of the Notes as collateral security to a third-party lender, so long as the Developer provides written notification to the Village and direction to make payments to said lender. In addition and notwithstanding the foregoing to the contrary, the Developer may transfer the Notes to (i) any entity controlling, controlled by or under common control with Developer or (ii) any entity in which the majority equity interest is owned by the parties with a majority equity interest in the Developer.

(f) Village Contribution to Support Minimum Annual Return.

Developer has submitted a cash flow pro forma for the Project as part of its application for financial assistance, attached as Exhibit F. A fundamental metric for Developer to attract capital and to obtain bank or other institutional financing to enable the Project to proceed requires that the Project, after substantial completion, must generate minimum return on cost (ROC) from all sources on a cumulative basis over a period of not less than nineteen (19) years at not less than nine percent (9%) per annum (“Developer’s Minimum Overall Return”). ROC is to be calculated on the total cost (“Total Project Cost”) of developing and constructing the Project (which shall include all hard and soft costs, including, without limitation, development fees, engineering fees, costs of materials and labor, contractors’ fees, architectural fees, construction management fees, construction escrow and title insurance fees, lender funding fees, legal fees, other professional fees, leasing commissions, capitalized interest accrued or paid during construction, and all other costs customarily included in developing and constructing a development such as the Project); provided further, that ROC from all sources for any individual year (“Developer’s Minimum Annual Return”) must be, after Substantial Completion of the Project (as hereinafter defined), not less than seven and 94/100 percent (7.94%) per annum. Without public assistance from the Village to assure Developer receives Developer’s Minimum Annual Return each year over the life of this Agreement, the Project will not be developed.

As used herein, ROC is defined for any fiscal year as Total Operating Revenue less Total Operating Expenses, divided by Total Project Cost. For purposes of this Agreement, Total Operating Revenue includes all rental revenue, tenant reimbursements, 100% of the incremental real estate taxes generated by the Project and received from the Village, and all other income generated at or from the Project to the benefit of Developer. Total

Operating Expenses includes all property-level operating expenses for owning and operating the Project, including, without implied limitation, insurance premiums, utilities, property taxes, repair and maintenance costs, janitorial fees, scavenger fees, management fees, leasing fees, legal fees, license fees, and other usual and customary costs of owning, maintaining and operating the Project. ROC excludes depreciation and amortization, gain/loss on sale of real estate, interest expense, and other non-operating items of expense. Developer's fiscal year is the calendar year beginning January 1. Where ROC must be calculated for a partial year, the calculation shall be prorated based upon the actual number of days in such partial year divided by a 365-day year.

As used herein, "Substantial Completion of the Project" means that construction of the Project is sufficiently complete to enable Developer to obtain from the Village occupancy permits (or equivalent) to allow all parts of the Project to be occupied and used for their intended purpose.

To achieve Developer's required ROC, the Developer and Village agree:

- (i) If at any time throughout the duration of this Redevelopment Agreement after Substantial Completion of the Project, ROC, including 100% of the incremental ad valorem taxes generated by the Project, for any fiscal year shall be less than Developer's Minimum Annual Return of seven and 94/100 percent (7.94%) per annum, the Village shall:
 - (a) Reimburse Developer for TIF eligible expenses from TIF Funds other than those generated by the Project; or
 - (b) Provide an economic development grant of non-TIF funds under Section 8-1-2.5 of the Illinois Municipal Code (65 ILCS 5/8-1-2.5)

sufficient to achieve Developer's Minimum Annual Return for that fiscal year.

- (ii) If the Project generates ROC in any fiscal year that exceeds the Developer's Minimum Overall Return of 9% ("Excess ROC"), fifty percent (50%) of such Excess ROC shall be retained by Developer as its sole property, and fifty percent (50%) of such Excess ROC shall be paid to the Village as the Village's sole property.

Examples For Illustration Only

Total Project Cost	\$9,578,819
Guaranteed ROC 7.94%	\$760,558
Split ROC above 9.00%	\$862,094

("TOR" = Total Operating Revenue; "TOE" = Total Operating Expenses)

Scenario 1	Scenario 2	Scenario 3
TOR \$907,428	TOR \$1,100,000	TOR \$1,300,000
TOE \$266,196	TOE \$275,000	TOE \$290,000
ROC \$641,232 (6.69%)	ROC \$825,000 (8.6%)	ROC \$1,010,000 (10.5%)
Village pays \$119,326 (\$760,558-\$641,232)	Village pays zero	\$147,906 split 50-50 Village & Developer (\$1,010,000-\$862,094)

(iii) Commencing in the first calendar quarter following the first full fiscal year after Final Completion of the Project, Developer shall annually provide to the Village before the end of the first calendar quarter of the succeeding fiscal year compiled financial statements for the Project ("Annual Financial Statements") for the preceding fiscal year prepared by a Certified Public Accountant which shall include worksheets calculating: (i) ROC, (ii) the amount, if any, required to be made by Village to Developer to achieve the Developer's Minimum Annual Return, (iii) the amount, if any, of Excess ROC; (iv) the amount, if any, of Excess ROC to be paid by Developer to Village; (v) records showing the Developer's interest cost incurred related to the Project in the preceding fiscal year. The Annual Financial Statements shall not be audited but shall be certified to the Village by an officer of Developer as accurate in all material respects.

If Developer fails to deliver to the Village any documentation listed in Section 5.(f)(iii) above, or otherwise violates any material term or provision of this Redevelopment Agreement, then the Village shall have no obligation to make any payment to Developer until any such failure or violation is cured to the Village's commercially reasonable satisfaction, and all rights of Developer to demand any current or future payment from the Village shall be suspended until such failure or violation is so cured. All other obligations on the part of the Village arising under this Redevelopment Agreement shall be deferred and without effect until such failure or violation is so cured. Should a default continue throughout a cure period of ninety (90) days after a Notice of Default has been mailed or hand delivered by Village to Developer, and Developer has provided no evidence of a good faith effort to correct such default, then Village may terminate this Redevelopment Agreement

as provided in Section 23. Should Developer provide to Village such evidence of a good faith effort to correct the default within the initial ninety (90) day cure period, then the cure period will be extended for a period not to exceed ninety (90) days or such reasonable time to cure said default, whichever is greater. No interest shall be paid by the Village on any payments due to be paid but are unpaid because of the default of Developer or because of any Notice of Default to Developer. Except as provided in the Notes referred to in Section 5(e) of this Agreement, in no instance shall the Village be required to pay interest to Developer on amounts owed by Village to Developer under this Redevelopment Agreement. Any period of default by Developer shall not extend the time limitation for completion of the Project or extend the term of the Redevelopment Agreement.

(g) **Building Demolition Agreement.**

As part of this Agreement, the Village and the Developer have approved a Building Demolition Agreement attached as Exhibit G. Payments made to the Developer by the Village under the Demolition Agreement shall not count against the financial incentive cap in paragraph 5.(b) and shall be excluded from Total Project Cost, Total Operating Revenue, and Total Operating Expense calculations in paragraph 5.(f).

6. Undertakings on the Part of Developer.

(a) Developer shall obtain Final Completion of the Project within 540 days following site acquisition in substantial accordance with the Cost Estimates, plans and specifications approved by the Village, and all ordinances, rules and regulations of the Village and of other regulatory agencies from which approval must be obtained.

(b) Promptly upon completing the Project, Developer shall request a certificate from the Village certifying that Developer has completed the Project in conformance with the Cost Estimates (the "Certificate of Completion"), and the Village shall not unreasonably withhold or delay issuance of such Certificate of Completion. Denial of such Certificate of Completion by the Village shall be made within ninety (90) days from receipt of Developer's request for certification, and it shall include the specific elements of completion required for such certificate to be issued. Developer shall have sixty (60) days or such reasonable time to comply with the terms of the denial and to issue a new request for certification. With the request for a Certificate of Completion, Developer shall provide an affidavit that the Project has been completed free from any mechanics liens, and shall, at the request of the Village, provide final lien waivers for of all the work. Should the Developer choose to contest and not settle any mechanics liens on the Property at the time of the request for a Certificate of Completion, Developer may deposit with its title insurance company such amount of money required by the title company to provide a title indemnity policy insuring against the collection of such liens and/or encumbrances, or it may provide to the title company a third-party bond

insuring the title company against collection of such liens and/or encumbrances. A copy of such title insurance policy in the full amount of the contract work shall be evidence of the insurance over such liens and/or encumbrances, and such liens shall not preclude the issuance of the Certificate of Completion. In addition to, but not in lieu of the foregoing, Developer acknowledges that it must comply with Village codes and ordinances regarding the issuance of building and occupancy permits.

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

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

(e) During construction of the Project, Developer shall maintain worker's compensation insurance and liability insurance in amounts and with companies licensed or authorized to do business in Illinois and shall cause the Village, its elected public officials, officers, agents and employees to be named as additional insureds on such liability policy or policies for any claims made against the Village because of this Agreement for personal injury, wrongful death, or property damage. A certificate of insurance verifying such coverage shall be furnished to the Village before the issuance of any construction permit. Developer shall indemnify, save, and hold harmless the Village, its elected officials, agents, and employees from and against any damage, liability, loss or deficiency (including, without limitation, reasonable attorney's fees and

other costs) incident to any suit, demand, claim or liability regarding the Village's participation in this Agreement.

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

7. Representations and Warranties of Developer.

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

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

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

(d) Developer represents and warrants that the approximate cost of the Project (excluding interest payments) shall not be less than \$9,578,819.

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

(f) Developer agrees to submit all post construction documentation to complete its Class 8 application during the first available filing period following completion of the Project. Furthermore, Developer agrees that it will not seek retroactive application of the Class 8 designation, nor will it seek Certificates of Error based upon the Class 8 designation for tax years before the year the Class 8 application is finally approved.

8. Defaults.

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

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

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

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

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

Upon an occurrence of a default by either Party under this Agreement or the Purchase Agreement, if such default has not been cured within the time period provided in Section 23 of this Agreement, the non-defaulting Party shall be relieved of any of its obligations arising under this Agreement and such obligations shall be immediately canceled and with no force or effect. After an uncured default, the non-defaulting Party may exercise remedies available to it under each of the above Agreements. The remedies shall include, but are not limited to, revoking the site plan and building permits, authorizing payment to the Village of any funds held in escrow, or taking whatever action at law or in equity as may appear necessary or desirable to enforce performance and observance of any obligation, undertaking, covenant or agreement of the non-defaulting Party in Sections 4, 5, and 6 of this Agreement. Provided, however,

the Village shall be required to perform its obligations under Section 5 if Developer has substantially performed its obligations.

9. Notices.

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

To the Village:

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

To the Developer:

HCF Homewood, LLC,
Attn: Tim Flanagan and
Attn: Robert Hansen
11001 W. McCarthy Road
Palos Park, IL 60464

With Copy to:

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

With Copy to:

Robbins, Salomon & Patt, Ltd.
Attn: R. Kymn Harp
180 N. LaSalle St., Suite 3300
Chicago, IL 60601

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

10. Law Governing.

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

11. Assignment or Transfer of Property.

(a) Subject to the terms hereof and of the Real Estate Purchase and Sale Agreement (Exhibit A), Developer represents and warrants that it will not sell or otherwise convey its contract interest or its title to the property (the "Property") to be acquired by Developer as provided therein, or transfer or assign or approve any transfer or assignment of any beneficial interest in the Property other than to an affiliated entity or to the purchaser of all interest of the Developer, until Final Completion of the Project.

(b) Upon transferring title in the Subject Property, the obligations of Developer under this Agreement may be modified as defined in Section 12 below.

(c) Upon execution of this Agreement, the parties shall also execute a Memorandum of Agreement in the form attached as Exhibit H to this Agreement. Village shall record that Memorandum of Agreement upon transfer of title to Developer or Developer's nominee under the Purchase Agreement between Village and Developer. Upon Final Completion, Village shall release the Memorandum of Agreement.

12. Continuity of Obligations.

(a) Developer acknowledges that the Village has entered into this Agreement in reliance on the Developer's representation that Developer will construct the Project and pay real estate taxes on the Subject Property for the term of this Agreement. Developer restates that representation. Developer's obligations under this Agreement shall constitute covenants running with the land. This covenant shall be released upon the termination of this Agreement or upon agreement of the parties.

(b) Any transfer or assignment of all or any interest in the Property by Developer (including the beneficial interest under a land trust) after Final Completion and occupancy shall be submitted to the Village for its reasonable approval. Provided, however, no Village approval shall be required for transfer to the Property to an affiliate or subsidiary of Developer or to any entity controlling, controlled by or under common control with Developer. Such transferee shall state its acceptance, in writing, of the terms of this Agreement as a covenant running with the land. If the Village determines that the proposed transferee has the ability to fulfill the remaining obligations undertaken by the Developer, the Village shall be required to consent to the transfer. If the Village consents to a transfer and the proposed transferee has accepted the terms of this Agreement as a covenant running with the land, Developer shall be relieved of any further obligations under this Agreement.

(c) Developer's obligations under this Agreement include payment when due of all real estate taxes assessed against the Property.

13. Time.

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

14. Binding Effect.

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

15. Limitation of Liability and Indemnification.

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

(b) Developer agrees to indemnify, defend and hold the Village harmless from and against any losses, costs, damages reasonable, liabilities, claims, suits, actions, causes of action and expenses (including without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the Village arising from or in connection with (i) the failure of Developer to perform its obligations under this Agreement, or (ii) material misrepresentations or omissions in this Agreement, the Project development plan or any financing documents related thereto which result from information supplied or omitted by the Developer or by agents, employees, contractors, or persons acting under the control or at the request of the Developer, and the failure of Developer to cure any misrepresentations or omissions in this Agreement or any other agreement relating hereto, or (iii) any claim or cause of action for injury or damage to persons or property brought by third parties arising out of the construction or operation of the Project by Developer.

16. Reimbursement for Legal Fees and Expenses.

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

17. Force Majeure.

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

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

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

19. Village Approval or Direction.

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

20. Section Headings and Subheadings.

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

21. Authorization to Execute.

The officers of Developer who have executed this Agreement warrant that they respectively have been lawfully authorized by the Developer to execute this Agreement on behalf of Developer. The President and Clerk of the Village warrant that they have been lawfully authorized by the Village Board of the Village to execute this Agreement. Developer and Village shall deliver, upon request to each other, copies of all articles of incorporation, bylaws, minutes and other evidence of the authority to so execute this Agreement on behalf of the respective parties.

22. Amendment.

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

23. Curing Default.

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

payments during any default period shall be stayed. Any period of default shall not extend the time limits set forth for payments.

24. Conflict Between the Text and Exhibits.

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

25. Severability.

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

26. Expiration and Termination.

The Agreement shall terminate as provided in Section 3 of this Agreement, or upon the occurrence of a material default, as provided in Section 23 of this Agreement.

27. Recording of Agreement.

This Agreement may be recorded with the Cook County Clerk-Recording Division, at the Developer's expense.

28. Execution of Agreement and Counterparts.

This Agreement shall be signed last by the Village and the President of the Village shall affix the date on which he signs this Agreement on page 2 which date shall be the effective date of this Agreement. This Agreement may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
[SIGNATURE BLOCKS APPEARS ON THE FOLLOWING PAGE]

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

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: _____

Exhibit List

Exhibit	Description
A	Purchase and Sale Agreement and all amendments
B	Class 8 Resolution
C	Assessor Letter-Class 8 Approval
D	List of TIF Eligible Expenses
E	Sample TIF Note
F	Developer's Pro Forma
G	Building Demolition Agreement
H	Memorandum of Agreement

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is made this 14th day of May, 2019, by and between HCF Homewood, LLC, or its assignee ("Purchaser"), and the Village of Homewood ("Seller"). The date that the last party signs the Agreement and delivers a copy to the other party shall be the date filled in above and shall be referred to herein as the "Effective Date."

WITNESSETH:

THAT FOR and in consideration of the mutual covenants, agreements and undertakings herein set forth, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase from Seller the real property described in Paragraph 1 below on the terms and conditions hereinafter set forth:

1. Agreement of Purchase and Sale.

Subject to the terms and conditions contained in this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller the following:

1.1. The real property legally described in **Exhibit A** attached hereto and as shown on **Exhibit B** attached hereto, consisting of approximately 0.516 acres of land (collectively the "Land") located at 18042-18048 Martin Avenue and 2033-2045 Ridge Road, Homewood, Illinois, 60430.

1.2 All improvements located on the Land, including, without limitation, landscaping, parking lot, and other improvements (hereinafter collectively referred to as the "Improvements").

1.3 All mineral, water, irrigation and other property rights of Seller, if any, running with or otherwise pertaining to such Land.

1.4 All of Seller's right, title and interest in and to any and all easements, covenants, declarations, reciprocal easement agreements, tenements, hereditaments, gaps, gores and appurtenances to the Land.

The property interests described in Sections 1.1 through 1.4 hereof are hereinafter referred to as the "Property."

2. Purchase Price.

2.1 The Purchase Price for the Property (the "Purchase Price") shall be One Dollar (\$1.00).

2.2 The Purchase Price shall be payable by delivery by Purchaser to Seller at Closing of good federal funds by check or wire transfer in an amount equal to the Purchase Price, subject to adjustment as provided herein and as set forth in the settlement statement.

3. Seller's Deliveries.

On or prior to the Effective Date, Seller shall deliver to Purchaser copies of all the items listed on Exhibit C attached hereto (the "Due Diligence Materials") to the extent in Seller's possession. If Seller obtains new or updated information or documentation regarding the Property prior to Closing, Seller shall immediately notify Purchaser of such fact and will promptly deliver all such supplemental information and documentation to Purchaser. Seller is not aware of any inaccuracies or incomplete documents in the Due Diligence Materials and Seller hereby warrants that the copies delivered are true, correct and complete copies of the documents.

4. Contingency for Inspection, Approvals and Third Party End Users.

4.1. Inspection Period.

(a) During the period commencing on the Effective Date and ending at 6:00 p.m. (CST) on the day which is one hundred twenty (120) days thereafter (the "Inspection Period"), Purchaser shall have the right, at Purchaser's sole cost and expense, to: (i) review the Due Diligence Materials, (ii) fully inspect and test the Property, including, but not limited to, for engineering, environmental, zoning, appraisals, to obtain a new survey or update an existing survey, to perform marketing and cost studies and for any other purposes related to Purchaser's determination of the feasibility of the Property, (iii) obtain any necessary zoning approvals, special use permits, conditional use approvals, variances, administrative approvals, subdivisions, consolidations, annexation agreements, parking agreements, easements, vacations, permits, plat of subdivisions, and similar approvals or documents with the applicable municipality, county, any other governmental authority or any entity or agency, and (iv) obtain leases, agreements or contracts from any purchasers or third party end users, all for Purchaser's intended use of the Property as rental apartments, hotel rooms, commercial space or otherwise. Seller shall cooperate with Purchaser's efforts to obtain any approvals and shall diligently sign any zoning applications, permit applications, ownership authorization and provide any documentation or information required by the applicable governmental authority or agency as part of Purchaser's process to obtain its approvals.

(b) Purchaser shall give Seller reasonable advance notice of the dates and times of its inspections of the Property. Seller or its representative and Purchaser, its representatives, agents, and independent contractors shall have the right to be present at any such inspections. If Purchaser is satisfied with the Property, including, but not limited to, its review and inspections, in Purchaser's sole and absolute discretion, Purchaser shall provide written notice to Seller that it is proceeding with the Agreement prior to the expiration of the Inspection Period. In the event Purchaser fails to deliver such notice of election to proceed with the Agreement prior to expiration of the Inspection Period, Purchaser shall be deemed to have elected to terminate the Agreement, the Agreement shall

terminate and neither party shall have any further liability under this Agreement except for those obligations which expressly survive the termination of this Agreement.

(c) Purchaser and Seller hereby acknowledge that the inspections, investigations, survey and environmental inspections made by Purchaser and Purchaser's agents prior to Closing are for the benefit and at the instance of Purchaser. Purchaser expressly acknowledges that nothing in this Agreement authorizes Purchaser, or any person dealing with, through or under Purchaser to subject Seller's interest in the Property to mechanic's or materialmen's liens prior to Closing. Purchaser shall indemnify, hold harmless and defend Seller from any claim, liability, loss, damage, cost or expense (including reasonable attorney's fees, but expressly excluding any punitive, speculative or consequential damages) which Seller incurs solely due to the entry on the Property by Purchaser, its employees, agents or independent contractors prior to Closing, or damage to or liens placed on the Property caused by Purchaser, its agents, employees, or independent contractors by reason of any such entry. Purchaser's indemnification obligations hereunder shall not extend or apply to and in no event shall Purchaser be liable to Seller for: (i) any release of pre-existing hazardous substances arising from the conduct of any investigation or testing of the Property or for any diminution in the market value of the Property resulting from the information disclosed by any such investigation or tests, (ii) for any negligence or misconduct of Seller or any agent, contractor, or employee of Seller, or (iii) any pre-existing conditions on or about the Property. Purchaser's obligations hereunder shall survive any termination of this Agreement. Prior to Purchaser or its agents or contractors entering the Property, Purchaser shall obtain commercial general liability insurance in the amount of not less than \$1,000,000.00 naming the Village of Homewood as an additional insured on an ISO CG 20 10 form endorsement from an Illinois licensed insurance company. Purchaser shall maintain this coverage from the Effective Date through the Closing Date.

(d) Notwithstanding the expiration of the Inspection Period, Purchaser shall have access to the Property through the Closing Date for inspections, obtaining any reports, surveys, appraisals, and engineering and environmental tests and reports.

5. Commitment for Title Insurance/Title and Survey Matters.

5.1 Within ten (10) days after the Effective Date, Seller, at its sole cost and expense, shall cause Fidelity National Title Insurance Company, through Wheatland Title Company, 105 West Veterans Parkway, Yorkville IL 60560, ("Title Company" and "Escrow Agent") to deliver to Purchaser a commitment for an ALTA owner's policy of title insurance (the "Commitment"), showing Seller as fee title owner, naming Purchaser as the insured in the amount of the Purchase Price (or minimum amount required), issued by the Title Company, insuring the Property, together with legible copies of all recorded title documents referred to in the Commitment ("Title Documents"). The Commitment shall be subject to only the: (i) "Permitted Exceptions" (defined in Section 5.2 below), (ii) any mortgages and similar liens of a definite or ascertainable amount which must be paid by Seller out of the closing proceeds ("Monetary Encumbrances") and (iii) any matters not objected to by Purchaser. If Seller has an existing survey, and Purchaser decides to use Seller's existing survey, and Seller's existing survey is approved by

Purchaser's lender, if any, and the Title Company, subject to execution of a survey affidavit allowing it to issue extended coverage on the Purchaser's owner's title policy, then Seller shall sign a customary survey affidavit at Closing in a form reasonably approved by all parties.

5.2 The term "Permitted Exceptions" shall mean: (i) all non-delinquent taxes and assessments not yet due and payable at the time of Closing, and (ii) any other title matters not objected to, waived or deemed waived by Purchaser.

5.3 If Purchaser objects to the Commitment and/or any survey, Purchaser shall give written notice to Seller prior to the expiration of the Inspection Period, specifying Purchaser's objections to such title exceptions and/or survey matters (the "Unpermitted Exceptions"). Seller shall at its option have five (5) days from the receipt of such notice to notify Purchaser in writing of any Unpermitted Exceptions that Seller shall cure, insure over or have removed from the Commitment prior to Closing. If Seller notifies Purchaser within such five (5) day period, or fails to notify Purchaser, that it is unable or unwilling to have the Unpermitted Exceptions removed prior to Closing, Purchaser shall, as Purchaser's sole remedy, have the option either to (i) terminate this Agreement, whereupon neither party shall have any further liability or obligation to the other, except as expressly provided herein; or (ii) proceed with the Closing and accept title to the Property as reflected in the Commitment and survey, whereupon such exceptions shall be deemed Permitted Exceptions, other than Monetary Encumbrances which shall be paid by Seller out of Closing proceeds. Purchaser shall exercise such option by delivery of written notice of such exercise to Seller within five (5) days after the earlier of: (a) the expiration of Seller's notice period for responding to Purchaser's title and survey objections, or (b) the date Seller gives Purchaser notice of its unwillingness or inability to remove any or all the Unpermitted Exceptions. If any title exceptions or survey matters are disclosed or modified by updates of the Commitment and/or the survey or other title "date-downs" that affect the marketability or insurability of the title to the Property or that adversely affect the use of the Property for its intended purposes or are objectionable to Purchaser, then Purchaser may after the discovery thereof notify Seller in writing, in which event Seller shall promptly employ its good faith best efforts to procure a cure for same, as required above, and upon the failure of Seller to effectuate a cure or Seller's failure to respond to Purchaser in writing, then Purchaser may elect any of the options set forth in subclauses (i) and (ii) above. If Purchaser fails to notify Seller of Purchaser's election within the five day period required for Purchaser's notification of its election, then Purchaser shall be deemed to have elected option (ii).

6. Closing, Possession and Conditions Precedent to Closing.

6.1 Closing. The closing (the "Closing") of the transaction contemplated hereby shall take place no later than 365 days after the date a redevelopment agreement is executed between the Village of Homewood and HCF Homewood, LLC; provided, however, if such date has not occurred prior to twelve (12) months after the Effective Date, then either Purchaser or Seller may terminate the Agreement at any time after that date by written notice to the other party, in which event neither party shall have any further liability under this Agreement except for those obligations which expressly survive the termination of this Agreement. The date upon which the Closing actually occurs shall be referred to herein as the "Closing Date". Seller shall give sole and exclusive possession of the Property to Purchaser at Closing, subject only to the Permitted

Exceptions. The Closing shall take place at the Chicago office of the Title Company (which shall allow delivery of documents into escrow) by means of a "New York Style Closing" with the parties mailing in their closing documents, the Title Company's concurrently delivering the closing documents, committing to delivery of the Title Policy described in Section 6.4(b) below to Purchaser, and the concurrent payment of the Purchase Price, all with no parties required to be present.

6.2 At Closing, Seller shall deliver to the Escrow Agent, with copies to Purchaser, the following:

(a) A duly executed and acknowledged Special Warranty Deed (the "Deed") conveying to Purchaser the fee simple interest in the Property, subject only to the Permitted Exceptions.

(b) A duly executed affidavit of Seller, stating Seller's United States taxpayer identification number and that Seller is not a foreign person as defined in Internal Revenue Code Section 1445.

(c) A MyDec transfer tax declaration in form customary for the State, County City of the Property ("Transfer Tax Declaration") and any municipal transfer tax declarations. The parties acknowledge that the contemplated transfer is exempt from State and County Revenue Stamp taxes.

(d) An Ordinance from Seller approving and authorizing it to sell the Property and granting authority to a specific person to bind the Seller.

(e) A settlement statement agreed to between Seller and Purchaser ("Settlement Statement"), signed by Seller, setting forth the Purchase Price, credits, prorations, and disbursements in accordance with the terms of this Agreement.

(f) An owner's affidavit.

(g) Documents requested by the Title Company for obligations required of Seller under this Agreement or to provide extended coverage, including, without limitation, Owner's Affidavit, Survey Affidavit of no change, if required by the Title Company to provide extended coverage, Gap Indemnity, formation documents and any other reasonable documentation.

(h) Copies of all statutory notices and publications required by Illinois statute.

6.3 At Closing, Purchaser shall deliver to the Escrow Agent the following:

(a) The balance of the Purchase Price, subject to adjustment as set forth on the Settlement Statement, by wire transfer of federal funds.

(b) The Settlement Statement signed by Purchaser, setting forth the Purchase Price, credits, prorations, and disbursements in accordance with the terms of this Agreement.

(c) A counterpart of the Transfer Tax Declaration and any applicable municipal transfer tax declarations.

(d) Any other document reasonably requested by the Title Company to close the transaction.

6.4 Conditions to Obligations to Close. The obligations of Purchaser to consummate the transactions contemplated herein shall be subject to the fulfillment of the following conditions ("Purchaser's Conditions"), any of which may be waived in writing by Purchaser in its sole and absolute discretion:

(a) At Closing, Seller will cause the Title Company to issue (or commit irrevocably and unconditionally to issue) to Purchaser an owner's policy of title insurance in accordance with the requirements of the Commitment subject only to the Permitted Exceptions (the "Title Policy").

(b) The representations and warranties of Seller in this Agreement shall be true and correct on and as of the Closing Date with the same force and effect as though such representations and warranties had been made on and as of the Closing Date, and Seller will so certify.

(c) Seller shall have performed all of the agreements, covenants and obligations made and contained in this Agreement to be performed or complied with by Seller on or prior to the Closing Date.

(d) Delivery of sole and exclusive possession of the Property to Purchaser subject only to the Permitted Exceptions.

7. Prorations; Closing Adjustments.

7.1 All real estate taxes and assessments, due and owing or delinquent prior to Closing, whether or not they have become liens, shall be the responsibility of Seller and paid by Seller before the due date and at or prior to Closing. This obligation shall survive Closing. All real estate taxes not yet due and owing at the time of Closing shall be prorated on the Closing Date based on the most recent ascertainable tax bill, and Seller shall be responsible to credit Purchaser for all such real estate taxes through and including the day of Closing. All tax prorations shall be final as of Closing.

7.2 In the event any special assessments, water or sewer assessment, code violations, fines or other assessments have been levied against the Property for any period on or prior to the Closing Date, Seller shall pay the same at or prior to Closing. These obligations shall survive Closing. All water, sewer, and other utility charges currently due shall be adjusted as of the Closing Date. Any of these payments due and owing as of the Closing Date shall be credited to Purchaser from Seller at Closing and any prepaid amounts shall be credited to Seller from Purchaser.

7.3 Seller shall pay: (i) the cost of the Title Commitment, (ii) the costs for the standard coverage portion of the Purchaser's owner's Title Policy premium, (iii) all State, County and municipal transfer taxes, (iv) half of all escrow and closing costs, and (v) all costs for any endorsements to cure, remove or insure over any title exceptions agreed to be cured by Seller. Purchaser shall pay: (i) the cost of the extended coverage portion of the Title Policy premium and all endorsements to the Title Policy requested by Purchaser, (ii) half of all escrow costs, and (iii) the cost to record the deed. The parties shall pay their respective attorney's fees. Any other costs and charges in connection with the Closing shall be paid by Seller or Purchaser, respectively, as is customary in the area in which the Property is located.

7.4 All CAM and other charges due under any REA, Declaration or other agreements shall be prorated on the Closing Date with Seller being responsible for any costs prior to Closing and Purchaser being responsible for any costs on and after Closing. Any of these payments due and owing as of the Closing Date shall be credited to Purchaser from Seller at Closing and any prepaid amounts shall be credited to Seller from Purchaser. These obligations shall survive Closing.

8. Representations, Warranties, Covenants and Agreements of Seller and Purchaser.

8.1 Seller hereby represents, covenants and warrants to Purchaser and agrees, as of the date of this Agreement and, without further writing as of the Closing Date, as follows:

(a) Seller holds fee title to the Property subject only to those rights-of-way, easements, conditions, covenants and restrictions of record. There are no persons in possession or occupancy of the Property or any part thereof, nor are there any persons who have possessory rights with respect to the Property or any part thereof through written agreement, orally or by operation of law.

(b) All required payments of Seller have been made and there is no default by Seller, nor has Seller received any written notice of default from any property owner, tenant or other party under any reciprocal easement agreements or declarations or similar documents, nor are there any state of facts with the giving of notice or the passage of time which may constitute a default by Seller or, to Seller's knowledge, by any property owner or tenant under any reciprocal easement agreements or declarations or similar documents.

(c) There is no lawsuit or similar proceeding filed, or to the best of Seller's knowledge, threatened to be filed, against Seller with respect to the Property before any court, tribunal, mediator, arbitrator, governmental or administrative agency. Seller has not received any notices and is not aware of any pending or threatened: (a) condemnation, eminent domain or similar proceeding against the Property, (b) special assessments against the Property, or any real estate tax protest, or similar proceeding; or (c) any public plans or proposals for changes in road grade, access or other municipal improvements or for any adjacent developments that may affect the Property. There are no bankruptcy, assignment for the benefit of creditor or insolvency proceedings filed against or by Seller wherein Seller is identified as the debtor.

(d) Seller has taken all required measures to approve the sale and has all requisite power and authority to enter into and carry out Seller's obligations under this Agreement and to sell the Property. The execution of this Agreement has been duly authorized by all requisite actions and this Agreement is enforceable against Seller in accordance with its terms.

(e) The Property has utilities necessary for the operation of the Property and no fact or condition exists that would result in the termination of access to and from the Property or the cessation of utilities necessary for the operation of the Property.

(f) Seller shall not, without the prior written consent of Purchaser, enter into, amend, extend or grant any concessions with respect to any lease, reciprocal easement agreement, declaration or any other documents affecting the property, or accept any prepayment of rent thereunder for more than one month in advance. Seller shall promptly deliver to Purchaser a copy of any notice (including without limitation, a notice of default) received from any property owners under any easement agreements, declarations or from any governmental authority or from any tenant or adjacent property owners. Seller shall not intentionally do anything, or permit anything to be done, that would impair or modify the status of title as shown on the Commitment or the survey.

(g) Seller is not a foreign person or entity pursuant to the Foreign Investment and Real Estate Property Tax Act or the Tax Reform Act of 1984.

(h) As of the Closing Date, the Property will be free and clear of any encumbrances or liens of an ascertainable amount which can be removed by the payment of a liquidated amount of money, except for the Permitted Exceptions, and such encumbrances and liens as will be paid by Seller at Closing.

(i) From the Effective Date until Closing, Seller shall continue to manage and operate the Property in a reasonable manner consistent with other similar commercial properties in Homewood, Illinois, including, but not limited to, performing all maintenance and snow removal, paying all operating expenses, real estate taxes, insurance and utilities prior to their due date, keeping the Property free of liens and code violations, and maintaining property and liability insurance in commercially reasonable amounts.

(j) Except as may be set forth in the Due Diligence Materials, the Property is in compliance with all environmental laws relating to "hazardous materials or toxic materials or substances" (as those terms are defined under all applicable environmental laws, rules, regulations and ordinances in Illinois (hereinafter referred to as "Environmental Laws")) and Seller has not received any notice from any person, property owner, or governmental agency that the Property is in violation or may be in violation of any applicable Environmental Laws or of any release or suspected release of hazardous materials on the Property or adjacent properties. There are no underground storage tanks located at the Property. The Property is not being used, and to the best of Seller's knowledge, has never been used, for the storage or disposal of any hazardous materials or toxic waste or as a dump site, the Property is not currently subject to any grading, slope or drainage

restrictions which would obligate or require any owner of the Property to accept, supply, deliver or collect drainage water, surface water or irrigation water to or from any real property located within the reasonable vicinity of the Property and there are no unrecorded share expense agreements, repayment agreements, reimbursement agreements, tax increment financing or development agreements that affect all or any portion of the Property and that could require Purchaser to pay any money in full or partial satisfaction of any such agreements.

(k) Seller owns no personal property located on the Property or to the extent it does will remove it by Closing.

(l) Seller is not a party to any management, service or other contracts or agreements that will be binding on Purchaser or the Property after Closing.

(m) Seller will (1) continue to operate the Property as heretofore operated; (2) maintain the Property in its current condition and perform routine and required maintenance and replacements; (3) pay prior to Closing all sums due for work, materials or services furnished or otherwise incurred in the ownership, use or operation of the Property; (4) comply with all governmental requirements applicable to the Property; (5) not place or permit to be placed on any portion of the Property any new improvements of any kind or remove or permit any improvements to be removed from the Property; and (6) not cause or create any easements, encumbrances, or liens to arise or to be imposed upon the Property or to allow any amendment or modification to any existing easements or encumbrances.

(n) To Seller's knowledge, the Due Diligence Materials are true, correct and complete in all material respects. Seller has delivered to Purchaser all Due Diligence Materials its possession or control.

(o) There are no rights of first refusal or options to purchase the Property (or any part thereof) contained in any agreement affecting the Property (or any part thereof).

8.2 Seller shall indemnify and hold Purchaser harmless from and against any costs, fees, charges, penalties or liabilities of any kind resulting from any "bulk sales" taxes, fees or charges assessed by any applicable governmental authority or agency related solely to the time period of Seller's ownership of the Property. This indemnification shall survive the Closing.

8.3 Purchaser hereby represents and warrants to Seller, as of the date of this Agreement and without further writing as of the Closing that Purchaser is fully authorized and permitted to enter into this Agreement, to execute any and all documentation required herein, and to perform the terms of this Agreement, none of which conflicts with any provision of any law, rule or regulation applicable to Purchaser. This Agreement is a valid and binding obligation of Purchaser in accordance with its terms.

8.4 All representations and warranties of Seller or Purchaser set forth in this Agreement shall survive the Closing for a period of twelve (12) months.

9. Damage or Condemnation.

9.1 In the event of any eminent domain or condemnation action before or on the Closing Date Seller shall immediately notify Purchaser and Purchaser may elect, in its sole discretion, to (a) terminate this Agreement, in which event neither party shall have any further liability under this Agreement except for those obligations which expressly survive the termination of this Agreement, or (b) proceed to Closing, whereupon at Closing Seller shall transfer the Property less any portion of the Property taken by eminent domain or condemnation or conveyed in lieu of condemnation. In the event Purchaser elects to close hereunder, on the Closing Date, Seller shall assign to Purchaser, all of Seller's interest in any proceeds or awards that may thereafter be made for any taking or condemnation. The Purchase Price shall be reduced by the amount of any such proceeds or awards collected and retained by Seller prior to the Closing Date, provided, however, Seller shall not negotiate and agree to any settlement or payment without Purchaser's prior written approval, which shall not be unreasonably withheld or delayed.

9.2 In the event the Property suffers any damage or destruction prior to Closing, Purchaser may elect, at Purchaser's sole option, to: (a) proceed to Closing and take the Property subject to such damage or destruction and Seller shall assign any insurance proceeds to Purchaser (but only to the extent of Seller's rights in same) and Purchaser shall receive a credit at Closing in the amount of any deductible being carried under such insurance policy, or (b) terminate this Agreement in which event neither party shall have any further liability under this Agreement except for those obligations which expressly survive the termination of this Agreement.

10. Brokerage. Each party hereto represents and warrants to the other, as of the date of this Agreement and without further writing as of the Closing, that there are no real estate agents or brokers involved that are owed a commission or finder's fee in connection with this transaction. Each party agrees to indemnify, defend, and hold harmless the other party with respect to any claim made for any commission or finder's fee arising out of the warranting party's conduct. The provisions of this Section 10 shall survive the Closing.

11. Default.

11.1 If this transaction does not close due to a default on the part of Purchaser or Purchaser is otherwise in default of its obligations under this Agreement, then Seller shall have the right, as its sole and exclusive remedy, to terminate this Agreement by written notice to Purchaser and upon such termination this Agreement shall be of no further force and effect and neither party shall have any further rights, duties, or obligations hereunder except with respect to the provisions hereof which expressly survive the termination of this Agreement. In no event shall Purchaser be liable to Seller for any punitive, speculative, incidental, consequential or damages for loss of opportunity or lost profit, in the event of Purchaser's default hereunder.

11.2 If this transaction is not closed due to a default of Seller or Seller is otherwise in default of its obligations under this Agreement, then Purchaser shall have the option of (i) terminating this Agreement by written notice to Seller, and neither party shall have any further liability under this Agreement, except for those obligations which expressly survive the

termination of this Agreement, or (ii) enforcing this Agreement by specific performance, or (iii) Purchaser shall have all rights and remedies at law and in equity in the event of any intentional default by Seller that renders specific performance unavailable.

11.3 Prior to exercising any remedy under this Agreement, the non-defaulting party shall provide notice to the defaulting party and the defaulting party shall have three (3) days to cure such default.

12. Notices. All notices permitted or required pursuant to this Agreement may be made by a party or the party's attorney to the other party or the other party's attorney and shall be in writing and shall be served by one of the following methods: (a) hand delivery, or (b) deposit thereof with Federal Express or other nationally recognized overnight delivery service for next day delivery, or (c) by facsimile transmission, or (d) by email transmission. All notices shall be addressed to the parties to whom such notices are intended as set forth below:

If to Seller:

Village of Homewood
2020 Chestnut Road
Homewood, IL 60430
Attention: Village Manager
Email: jmarino@homewoodil.gov

with a copy to:

Christopher J. Cummings
Village Attorney
2024 Hickory Road, #205
Homewood, IL 60430
Email: chris@cjcummingslaw.com

If to Purchaser:

HCF Homewood, LLC
Robert Hansen, Manager
11001 W. 123rd Street
Palos Park, IL 60464
Email: emailroberthansen@gmail.com

with copy to:

David B. Sosin
Sosin, Arnold & Schoenbeck, Ltd.
Suite 205
9501 W. 144th Place
Orland Park, IL 60462
Email: dsosin@sosinarnold.com

Either party may change its address by giving notice to the other in accordance with this Section 12. Notice sent by an attorney on behalf of its client shall be deemed proper notice from the applicable party. Notice personally delivered shall be effective on the date of delivery. Notices sent by a nationally recognized overnight courier shall be effective on the date of delivery as indicated by the carrier's on-line record. Notice sent by facsimile shall be effective on the date of

delivery during the hours of 8am to 6pm CST, Monday through Friday, with proof of successful transmission which shall be retained by the sender. Notice sent by email shall be effective on the date of delivery during the hours of 8am to 6pm CST, Monday through Friday.

13. Miscellaneous.

13.1 Section Headings. The Section headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language thereof.

13.2 Entire Agreement. All previous negotiations and agreements between the parties hereto, with respect to the transaction set forth herein, are merged in this instrument which alone fully and completely expresses the parties' rights and obligations. This Agreement is the entire agreement between the parties hereto with respect to the Property and supersedes any and all other prior agreements and understandings, whether written or oral, formal or informal.

13.3 Governing Law. This Agreement shall be governed by the internal laws of the State of Illinois without reference to its conflict of law provisions.

13.4 Invalidity of Terms. If any term or provision of this Agreement is held illegal, invalid or unenforceable as a matter of law, the remaining terms and provisions of this Agreement shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect.

13.5 Time/Dates. Time is of the essence of this Agreement. If any date set forth in this Agreement for the delivery of any document or the happening of any event should, under the terms hereof, fall on a weekend or holiday, then such date shall be automatically extended to the next succeeding weekday that is not a holiday.

13.6 Dispute/Attorney's Fees. In the event of a dispute between the parties hereto with respect to the enforcement of either party's obligations contained herein, the prevailing party shall be entitled to reimbursement of its reasonable attorney's fees, court costs, and expenses incurred in connection therewith. This Section 13.6 shall survive the early termination or closing of this transaction.

13.7 Amendment. This Agreement may be amended, modified or terminated only by a written instrument executed by Seller and Purchaser.

13.8 Termination at Closing. Except as expressly provided for herein, the provisions of this Agreement shall terminate with the Closing and shall be of no further force or effect.

13.9 Waiver of Rights. No right under this Agreement may be waived, except by written instrument executed by the party who is waiving such right. No waiver of any breach of any provision contained in this Agreement shall be deemed a waiver of any preceding or succeeding breach of that provision or of any other provision contained in this Agreement. No

extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

13.10 Assignment. Purchaser may assign this Agreement to any assignee or single purpose entity; provided that: (i) such assignee shall expressly assume all of Purchaser's obligations hereunder; and (ii) Purchaser shall provide Seller with written notice of such assignment.

13.11 1031 Exchange. At either party's option and at no loss, cost, liability, or expense to the other party, both parties agree to cooperate with one another in closing this transaction as a like-kind exchange under Section 1031 of the Internal Revenue Code, provided that (a) no party making such accommodation shall be required to acquire any substitute property, (b) such exchange shall not affect the representations, warranties, liabilities and obligations of the parties to each other under this Agreement, (c) no party making such accommodation shall incur any additional cost, expense or liability in connection with such exchange (other than expenses of reviewing and executing documents required in connection with such exchange), and (d) no dates in this Agreement will be extended as a result thereof. Each party's right, title and interest under this Agreement, but not its obligations, shall be assignable to a "Qualified Intermediary" of its choice. For purposes of this Agreement, the term "Qualified Intermediary" shall have the same meaning as that found in Section 1.103(k)-(g)(4)(iii), Income Tax Regulations.

13.12 Binding Agreement. Purchaser and Seller hereby acknowledge and agree that they intend this Agreement to be a binding and enforceable agreement, subject to the terms and conditions set forth herein, and each party hereby waives any right to hereafter challenge the enforceability of this Agreement on the basis that the inspection and due diligence contingencies set forth in this Agreement are not sufficient consideration to make this Agreement a valid and binding contract. Purchaser agrees to use its good faith efforts to perform its due diligence activities with respect to the Property. Seller acknowledges and agrees that Purchaser's due diligence efforts will require Purchaser to expend significant time and money, and that the expenditure of such time and money by Purchaser constitutes good and sufficient consideration to Seller for Seller granting Purchaser the time set forth in this Agreement to investigate and resolve all of its contingencies and agreeing to be bound by this Agreement.

13.13. Counterpart Signatures. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same Agreement. Any counterparts of this Agreement and any subsequent amendments may be executed and delivered by any party by email transmission in portable document format "(PDF)") and any document so executed and delivered shall be considered an original for all purposes

14. Confidentiality.

14.1 Either party (the "Providing Party") may provide the other party (the "Receiving Party") with confidential or proprietary information, including intended future use site plans and identification of proposed future users, whether disclosed orally, in writing or upon inspection of documents or other tangible property (such information, together with any documents

or records prepared by the Providing Party or Receiving Party or any of its affiliates, which contain or otherwise reflect or are generated from such information, the "Confidential Information"). The term "Confidential Information" shall not include information that (i) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party; (ii) is specifically permitted in writing by the Providing Party, prior to any disclosure by the Receiving Party, to be so disclosed; or (iii) is disclosed in compliance with the requirements of any applicable law, subpoena or administrative, regulatory or judicial process (provided that, to the extent reasonably feasible under the circumstances, prior written notice of such disclosure is furnished to the other party Providing Party in order to afford the Providing Party an opportunity to seek a protective order).

14.2 The Receiving Party's review and inspection of the Confidential Information shall be undertaken solely for purposes of evaluating the transaction contemplated herein. The Receiving Party shall use the Confidential Information solely for such purpose. Except as specifically provided herein, the Receiving Party shall not disclose, and shall use reasonable efforts to prevent any other person or entity from disclosing, any Confidential Information to any other party without the Providing Party's prior written consent; provided, however, that the Receiving Party may share Confidential Information with its advisors, consultants, attorneys, investors, accountants and lenders in connection with evaluating and financing the transaction contemplated herein.

14.3 In the event the Closing does not occur, the Receiving Party shall promptly deliver to the Providing Party or destroy all documents furnished by the Providing Party constituting Confidential Information.

14.4 Notwithstanding the foregoing, the parties acknowledge that Seller is a public body subject to the Illinois Freedom of Information Act (FOIA). If the Seller receives a FOIA request, Seller shall have the sole authority to determine what records concerning this transaction, if any, are responsive to the FOIA request and shall be tendered to the requestor. If Purchaser provides Seller with information, documents, or data it believes to be proprietary, privileged, or confidential as defined by Section 7, paragraph (1)(g) of the FOIA (5 ILCS 140/7(1)(g)), it shall identify them as such when tendered to the Seller.

15. Exclusivity. Seller acknowledges that Purchaser will expend substantial time, effort and resources to consummate the transaction contemplated by this Agreement. In consideration of such effort, unless this Agreement is terminated, during the period from the Effective Date until the Closing Date (the "Exclusivity Period"), Seller shall not (and shall cause its affiliated and associated entities, as well as its and its affiliated and associated companies' principals, officers, directors, managers, members, employees, agents, brokers and representatives and any other person acting for it or them, not to) enter into any agreement or discussion with any other party with respect to, or solicit or entertain proposals for or concerning the sale or lease of any part of the Property or any other transactions or negotiations that would prohibit or adversely affect the sale of the Property to Purchaser or any other aspect of the transaction contemplated hereby.

(Signatures on next page)

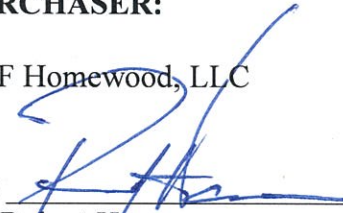
EXHIBIT A

Item 9. H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date of mutual execution and delivery.

PURCHASER:

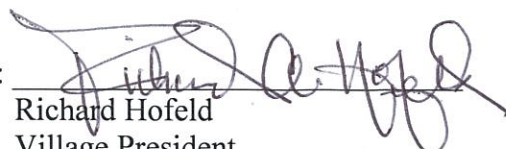
HCF Homewood, LLC

By: 
Robert Hansen
A Manager

Dated: May 16th, 2019

SELLER:

Village of Homewood

By: 
Richard Hofeld
Village President

Dated: May 14, 2019

EXHIBIT A
Legal Description of Property

Lots Nine (9), Ten (10), Eleven (11) and Twelve (12) in Block "A" in the Village of Hartford (Now the Village of Homewood), being a Subdivision in the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel Identification Nos. 29-31-310-008-0000, 29-31-310-009-0000, 29-31-310-010-0000, and 29-31-310-011-0000

EXHIBIT B
Diagram of Property

EXHIBIT C
Due Diligence Materials

1. A copy of any leases for the Property and all schedules, exhibits, riders, amendments, guaranties and memorandums of lease related thereto.
2. A copy of all vendor, property management and third party agreements or contracts for the Property, including any maintenance agreements.
3. A copy of any and all environmental reports from Seller or its predecessor, in Seller's possession, including, but not limited to, any existing phase I environmental site assessments reports, Phase II reports, asbestos reports, asbestos correspondence, and any other environmental reports, and correspondence with any governmental agencies relating to the Property.
4. Copies of any surveys of the Property.
5. Copies of any soils reports or geotechnical reports, and engineering studies, if any.
6. Copy of Seller's owner's title policy and any current title commitments for the Property and all recorded title documents referenced therein.
7. Copies of any plats or proposed plats related to the subdivision or consolidation of the Property and surrounding parcels.
8. Copies of the current real estate tax bills for the Property.
9. Copies of any declarations, reciprocal easement agreements, development agreements, easement agreements, use restrictions, deed restrictions, rights of first refusal, property owner's association documents, property owner's rules and regulations, bylaws and articles of organization.

**FIRST AMENDMENT TO
REAL ESTATE PURCHASE AND SALE AGREEMENT**

THIS FIRST AMENDMENT to Real Estate Purchase and Sale Agreement (“**Amendment**”) is entered into by and between HCF Homewood, LLC, or its assignee (“**Purchaser**”), and the Village of Homewood (“**Seller**”). The date that the last party signs the Amendment and delivers a copy to the other party shall be referred to herein as the “Effective Date.”

RECITALS

WHEREAS, Seller and Purchaser are parties to that certain Real Estate Purchase and Sale Agreement dated May 16, 2019 (the “**Agreement**”), which provides for the purchase and sale of certain real estate located at 18042-18048 Martin Avenue and 2033-2045 Ridge Road in the Village of Homewood, Cook County, Illinois for the Purchase Price and upon the terms and conditions set forth therein; and

WHEREAS, the Seller and Purchaser wish to amend paragraph 4.1 (a), Inspection Period, of the Agreement; and

WHEREAS, Seller and Purchaser wish to extend the Inspection Period in accordance with this Amendment.

NOW, THEREFORE, in consideration of the above recitals and the covenants and agreements set forth herein, Seller and Purchaser agree as follows:

1. **Defined Terms.** Any capitalized terms which are used in this Amendment without definition and that are defined in the Agreement shall have the same meanings herein as in the Agreement.
2. **Extension of Inspection Period.** The Inspection Period as set forth in paragraph 4.1 (a) of the Agreement shall be extended an additional 120 days to and including January 9, 2020. All other dates in the Agreement shall be extended accordingly.
3. **Ratification.** Except as the extension of dates set forth in this Amendment, all of the remaining terms, covenants, and conditions of the Agreement and all the rights and obligations of Seller and Purchaser therein shall remain in full force and effect, and are not otherwise altered, amended, revised, or changed.
4. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document. In addition, facsimile or electronic counterparts of this Amendment shall be deemed for all purposes as an original.

EXHIBIT A

Item 9. H.

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment on the date(s) set forth below, the later of which shall be the effective date of this Amendment.

PURCHASER:

HCF Homewood, LLC

By: 

Name: Robert E. Hansen

Its: MANAGER

Dated: 9/12, 2019

SELLER:

Village of Homewood

By: 

Name: _____

Its: _____

Dated: SEPT. 10, 2019

SECOND AMENDMENT TO
REAL ESTATE PURCHASE AND SALE AGREEMENT

This Second Amendment to Purchase and Sale Agreement ("Second Amendment to PSA") is made and entered into effective as of the ___ day of April, 2020 (the "Second Amendment Effective Date") for the purposes set forth herein.

Reference is made to a Real Estate Purchase and Sale Agreement ("PSA") dated May 14, 2019 by and between HCF Homewood, LLC, or its assignee ("Purchaser") and the Village of Homewood ("Seller") relative to the purchase and sale of certain real property legally described therein and defined as the "Land", located at 18042-18048 Martin Avenue and 2033-2045 Ridge Road, Homewood, Illinois; which PSA was amended by First Amendment to Real Estate Purchase and Sale Agreement ("First Amendment to PSA") dated effective September 12, 2019.

WHEREAS, the parties wish to make certain additional amendments to the PSA, as more fully set forth herein;

Now, therefore, for and in consideration of the mutual covenants and undertakings herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are herewith acknowledged, the parties hereto agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by this reference to the same extent as if fully set forth in this Second Amendment to PSA.
2. Defined Terms. Capitalized terms used in this Second Amendment to PSA and not otherwise defined herein shall have the meaning ascribed in the PSA or in the First Amendment to PSA unless their context shall clearly indicate otherwise. In the event of any conflict between the terms and conditions set forth in this Second Amendment to PSA and the terms and conditions set forth in the PSA as amended by the First Amendment to PSA, the terms and conditions set forth in this Second Amendment to PSA shall control.
3. Extension of Inspection Period. The Inspection Period as set forth in paragraph 4.1(a) of the PSA is hereby extended to June 30, 2020. All other dates in the PSA are extended accordingly.
4. Modification of Property Description. The Land subject to the terms of the PSA is hereby modified as follows:
 - a. The Land to be conveyed by Seller and acquired by Purchaser at Closing shall include only that certain parcel described as Lot 1 in Ridge-Martin Subdivision as

depicted on a Subdivision Plat ("Subdivision Plat") dated March 17, 2020 prepared by C. M. Lavoie & Associates, Inc., as Job No. 20-112, attached hereto as Exhibit A the "Revised Land"). The Revised Land consists of 20,700 sq. ft. (0.475 acres). The Revised Land shall enjoy the benefit of a temporary easement for construction activities over an area 150' x 12' along the southeast property line of the Revised Land as depicted on the Subdivision Plat, to facilitate construction and development of Purchaser's intended project on the Revised Land.

- b. Provided Purchaser shall acquire the Revised Land as referred to in Section 4.a. of this Second Amendment to PSA, Purchaser shall have the right and option to acquire for one dollar (\$1.00) insured merchantable title to Parcel 2 as depicted on the Subdivision Plat, consisting of 7,500 sq. ft. (0.172 acres), subject only to the Permitted Exceptions described in the PSA or arising from acts done or suffered by or through Purchaser. Such option shall be exercised by Purchaser, if at all, not later than twenty-four months (24) months after the date of acquisition of the Revised Land by written notice to Seller given as provided in Section 12 of the PSA as amended hereby. Closing shall occur not later than thirty (30) days after the date of Purchaser's exercise of the option to acquire Parcel 2, unless the parties hereto shall agree otherwise in writing. A memorandum describing Purchaser's option to acquire Parcel 2 as provided herein shall be recorded against title to Parcel 2 on or before the date of closing on Purchaser's acquisition of the Revised Land.

5. Notices. The Notice provisions set forth in Section 12 of the PSA is hereby modified to provide as follows:

- a. that *copies of notices* to Purchaser shall not be sent to David B. Sosin, but instead be sent to:

Robbins, Salomon & Patt, Ltd.
180 N. LaSalle Street, Suite 3300
Chicago, IL 60601
Attn: R. Kymn Harp
Email: rkharp@rsplaw.com

- b. until the Gubernatorial Disaster Proclamation referred to in Section 7 of this Second Amendment to PSA shall expire or be rescinded or otherwise terminated, a copy of all notices must likewise be sent via email to the email addresses provided in Section 12 the PSA (as modified by Section 5.a. hereof).

6. Ratification. Except as to the extension of dates provided in this Second Amendment to PSA, all of the terms, covenants, and conditions of the PSA, as amended by the First

Amendment to PSA, and all rights and obligations of the Seller and Purchaser therein shall remain in full force and effect, and, subject to the application of Section 7 hereof, are not otherwise altered, amended, revised, or changed.

7. COVID-19 Savings Clause. On March 9, 2020, by reason of a growing and fast spreading pandemic of Coronavirus Disease 2019 (COVID-19), JB Pritzker, Governor of Illinois, by Executive Order, declared all counties of the State of Illinois as a disaster area ("Gubernatorial Disaster Proclamation"), and has since that time issued, and may hereafter issue, supplemental Executive Orders limiting the size of public gatherings, requiring social distancing, ordering mandatory closure of businesses deemed "non-essential", and otherwise impacting commerce and social interaction. The parties hereto intend and agree that the rights and obligations of the parties to consummate the transaction contemplated by the PSA, as amended by the First Amendment to PSA and this Second Amendment to PSA (the "Amended PSA"), shall not be impaired or excused by delays in performance resulting from the COVID-19 pandemic and Executive Orders issued during the effective period of the Gubernatorial Disaster Proclamation. The parties agree, therefore, that the time for performance hereunder shall be tolled for the period during which the Gubernatorial Disaster Proclamation shall remain in effect; provided, however, that if the Purchaser shall elect to proceed with acquisition of the Revised Land during such period as the Gubernatorial Disaster Proclamation shall remain in effect, and the Seller shall not be prevented from proceeding for reasons related to or underlying the Gubernatorial Disaster Proclamation, the tolling of time periods by this provision shall not prevent consummation of the transaction described in the Amended PSA.
8. Headings. Headings set forth herein are for convenience of reference only and shall not affect the substantive meaning of any provision to which such heading may relate.
9. Counterparts; Execution. This Second Amendment to PSA may be executed in any number of counterparts, each of which shall be deemed an original, and all such counterparts taken collectively shall constitute the same instrument. Signature pages may be detached from counterparts and attached to a single copy of this document to physically form one document. In addition, facsimile, pdf copies, or electronic counterparts of this Second Amendment to PSA (and the PSA, and First Amendment to PSA) shall be deemed for all purposes to be an original.

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[SIGNATURE BLOCKS APPEAR ON THE FOLLOWING PAGE]


EXHIBIT A

Item 9. H.

IN WITNESS WHEREOF, this Second Amendment to PSA is executed by the parties hereto has their respective free, voluntary and duly authorized acts, for the purposes set forth herein, effective as of the Second Amendment Effective Date first above written.

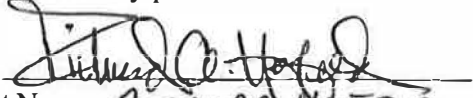
PURCHASER:

HCF Homewood, LLC
An Illinois limited liability company

By: 
Print Name: TIM MCANAGHAN
Title: MANAGING PARTNER

SELLER:

Village of Homewood,
An Illinois body politic

By: 
Print Name: RICHARD HOFELD
Title: VILLAGE PRESIDENT

Attachment: Exhibit A: Martin-Ridge Subdivision Plat dated 3-17-2020

EXHIBIT C

Item 9. H.

05/06/2004 17:05 FAX 312 201 2555

WILDMAN HARROLD

002/002

XXXXXX XX, 2004

XX. XXXXXX
XXXXXX
XXXXXXXX
XXXXXX

RE: PIN#s 1XXXXXXXXXXXXXXXXXX

Class 8 Control #

Dear XX XXXXX:

This correspondence is provided in response to your written request for a preliminary review of the above referenced class 8 application. Please note that this preliminary review is not a final or binding determination as to whether the development will be designated as a class 8 property. Such a final determination can only be made once the development is finished and your client has filed a timely appeal with this office. If such an appeal establishes that the requirements for class 8, as provided by the Cook County Classification Ordinance as well as the Assessor's Class 8 Bulletin have been satisfied, the property should receive the class 8 designation and the corresponding 16% assessment level.

My preliminary review of the materials on file indicates that your client has made application to our office and provided the appropriate municipal enabling ordinance in support of the class 8 designation prior to the commencement of the proposed development and that said development will take place in an area designated as the South Suburban Tax Reactivation Program. As such, the application has been filed in a timely manner, and has received the appropriated municipal approval. Also, the proposed development is located in an area qualified for class 8 incentive properties. Finally, the materials submitted indicate that the proposed new construction is eligible for a class 8 designation. Therefore, it appears that the application is in good order and that the proposed new construction should be eligible for Class 8 designation upon its completion, provided it is completed in a manner consistent with the materials currently on file with the pending application for class 8.

Please be advised that the requirements as listed in the Cook County Classification Ordinance and the Assessor's Class 8 Bulletin must be fully complied with before the Class 8 incentive can be applied. Nothing in this letter, nor the fact that this letter and preliminary review have been provided, should be construed to waive any such requirements or obligations.

Sincerely,

John P. Nyhan
General Counsel

EXHIBIT D

Item 9. H.

Restaurant / Apartments		PROFORMA HOMEWOOD		7/3/2021			
HARD COSTS						TIF ELIGIBLE	
Land Cost	0.530 Acres	@	\$0.00 /SF		1		
Brokerage Fee					0		
1. Building -							
A. Commercial Space							
Restaurant	5,813 Sq Ft	@	\$143.00		831,259		
Lobby	662 Sq Ft	@	\$143.00		94,666		
B. Apartments							
Second Floor	11,140 Sq Ft	@	\$143.00 /SF		1,593,020		
Third Floor	11,110 Sq Ft	@	\$143.00 /SF		1,588,730		
Fourth Floor	11,110 Sq FT	@	\$143.00 /SF		1,588,730		
Roof Terrace	2,784 Sq Ft	@	\$78.00 /SF		217,152		
D. Parking Garage	6,318 Sq Ft	@	\$60.50 /SF		382,239		
Tenant Improvement / Allowance							
A. Commercial Space	Contribution	5,813 Sq Ft	@	\$17.50 /SF	101,728		
B. Apartments		33,330 Sq Ft	@	\$0.00 /SF	-		
D. Parking Garage		6,318 Sq Ft	@	\$0.00 /SF	-		
2. Site Work							
Demolition	0.530 Acres		LUMP SUM		660,000	514,096	
Remediation - Asbestos	Existing Building		Asbestos & Demo	\$85,000		85,000	
Utilities				\$70,000		70,000	
3. Monument Sign							
4. Contingency	Line 1, 2 & 3 Above	@	10 PCT		705,752	70,575	
HARD COSTS					7,763,277		
SOFT COSTS							
5. ENGINEERING					45,000	45,000	
6. ARCHITECTURAL DESIGN & SITE PLAN	\$	2.00 psf	48,937		97,874	97,874	
7. A & E REIMBURSABLES & CONSTRUCTION MNGT					35,000	35,000	
8. LENDER ARCH.	10 Visits		\$700.00 /EA		7,000	7,000	
9. SURVEY/TESTING/PERMITS					100,000	100,000	
10. APPRAISAL & MARKET STUDY	LUMP SUM				10,000	10,000	
11. REAL ESTATE TAXES	EST.				60,000	60,000	
12. LEGAL & CONSULTING FEES					100,000	100,000	
13. TITLE INSURANCE	LUMP SUM				10,000	10,000	
14. BUILDERS RISK INS.	EST.				25,000	25,000	
15. MARKETING	LUMP SUM				10,000	10,000	
16. BROKERS COMMISSION							
Anchors							
Restaurant	5,813 Sq Ft @		\$6.00 /SF		34,878	34,878	
15,000 and above	- Sq Ft @		\$6.00 /SF		-	-	
5,000 to 14,999	Sq Ft @		\$6.00 /SF		-	-	
4,999 and below	- Sq Ft @		\$0.00 /SF		-	-	
19. ACCOUNTING							
20. DEV'T OVERHEAD	EST.				25,000	25,000	
21. CONST MGMT	Lines 1-4	@	4 PCT		310,531		
21. CONTINGENCY	Lines 1-4	@	4 PCT		310,531	31,053	
	Lines 5-20	@	10 PCT		55,975	5,598	
SOFT COSTS					1,236,789		
INTEREST EXPENSE							
22. CONST. PERIOD INTEREST*							
LAND	4.75%	18 mos.	1	100%	0		
IMPROVEMENTS	4.75%	12 mos.	7,763,276	50%	184,378	184,378	
SOFT	4.75%	12 mos.	1,236,789	50%	29,374	29,374	
SOFT+IMP.	4.75%	6 mos.	9,000,065	100%	213,752	213,752	
22. CONST. PERIOD INCOME							
A. Anchors		0 mos.			-		
B. Retail		0 mos.			-		
INTEREST EXPENSE					427,503		
FINANCE FEES							
23. CONSTRUCTION LOAN FEE 0.5 PT.					66,250	66,250	
24. PERMANENT LOAN FEE 1.0 PT.					85,000	85,000	
FINANCE FEES					151,250		
PERM'T LOAN INTEREST						1,644,050	
25. Homewood Tax Incentive (NPV)					\$0		
TOTAL PROJECT COST					9,578,819		
COST PSF					\$	195.74	3,558,877

EXHIBIT D

Item 9. H.

INCOME

A. Commercial Space		\$	17.50	/SF	5,813	SF	101,728
B. Apartments							-
Second Floor	12 units	\$	-	/SF	11,110	SF	207,000
Third Floor	12 units	\$	-	/SF	11,110	SF	207,000
Fourth Floor	12 units			/SF	11,110	SF	207,000
D. Parking Garage	10 spaces	\$	100.00	per month	12		1,200
E. Tax Increment Contribution				per year		Projected	183,500
F. General Fund Contribution				per year		Projected	119,000
	Average Rent	\$	26.21	/SF	39,155		1,026,428

Existing N.O.I.							1,026,428
VACANCY FACTOR			-5.00%	PCT			(36,196)
STRUCTURAL RESERVE			\$0.00	PSF			-
MANAGEMENT EXPENSE			-4.00%				-
REAL ESTATE TAXES					36 units	\$5,000 per unit	(180,000)
OPERATING EXPENSES							(50,000)
	Includes Mangement Fee						
	Average Net Ren	\$	15.53	/SF		NET INCOME	760,231

CASH ON COST RETURN (YIELD)			7.94%				-----
					PROJECT COST		9,578,819

VALUE AND DEBT ANALYSIS

NET INCOME	\$	760,231					
PROJECT COST					\$		9,578,819
MORTGAGE @ 80% OF COSTS					\$		7,663,055
CONSTANT @ 4.75% - 25 YEAR AMORTIZATION-10 YR BALLOON					CONSTANT		0.06840
					ANNUAL DEBT SER	\$	524,153
					DEBT SERVICE COVER RAT		1.45
GAP - EQUITY					\$		1,915,764
NET INCOME AFTER DEBT					\$		236,078
RETURN ON EQUITY							12.32%

EXHIBIT J - TAXABLE NON-RECOURSE SUBORDINATE LIEN TAX INCREMENT REVENUE NOTE

**STATE OF ILLINOIS
COUNTY OF COOK
VILLAGE OF HOMEWOOD**

**TAXABLE NON-RECOURSE SUBORDINATE LIEN TAX INCREMENT REVENUE NOTE, SERIES 2021
(DOWNTOWN TRANSIT ORIENTED DEVELOPMENT TIF REDEVELOPMENT PROJECT AREA)**

NOTE:
REGISTERED
NO. _____

PRINCIPAL AMOUNT:
REGISTERED
\$ _____

KNOW ALL PERSONS BY THESE PRESENTS that the VILLAGE OF HOMEWOOD, COOK COUNTY, ILLINOIS (the "Village"), a non-home rule municipality organized under the laws of the State of Illinois, for value received acknowledges itself to owe and promises to pay to the Registered Owner hereof, or registered assigns, the outstanding Principal Amount of this Note on the Final Maturity hereof. "Final Maturity" means the earliest to occur of (a) the date on which the Village has provided for or payment in full of all principal of and interest on this Note or (b) the earlier of (i) the date which is 20 years from the Dated Date or (ii) _____, 202__, the date of the expiration of the Redevelopment Project Area, as provided in the hereinafter defined Redevelopment Agreement, and to pay interest at the hereinafter defined Interest Rate (computed based on a 360-day year of twelve 30-day months) on such Outstanding Principal Amount on _____ of each year (being the "Regular Interest Payment Date") until paid, commencing on the first _____ following the Dated Date on which funds are available and on deposit in the hereinafter defined Note Fund, except as the hereinafter stated provisions for redemption before maturity may and shall become applicable. The Interest Rate is a rate percent per annum equal to 9.50 %. The Dated Date hereof shall be deemed to be the date of issuance of this Note.

Interest on this Note paid from the Pledged Moneys (as hereinafter defined) is due _____ of each year until the earlier of Final Maturity or until this Note is paid in full. Interest when due ("Current Interest") shall be paid from the later of the Dated Date or from the most recent Regular Interest Payment Date to which interest has been paid or duly provided for, until the principal Note is paid or duly provided for, as provided from the EGVTP Sub-Account of the Downtown Transit Oriented Development TIF Redevelopment Project Area Special Tax Allocation Fund (the "Note Fund"), and if funds on deposit and to the credit thereof are insufficient for such purpose and the Village has complied with its obligations to deposit said funds into the Note Fund pursuant to the Redevelopment Agreement, then such failure to pay shall not in and of itself constitute an event of default, but such interest shall be recorded by the Note Registrar as Deferred Accrued Interest ("Deferred Accrued Interest"). The order of payment of interest on this Note shall be *first*, Deferred Accrued Interest, *second*, Current Interest, and *next*, mandatory redemption of the outstanding Principal Amount. Failure to pay when due any installment of Current Interest or any amount of Outstanding Principal Amount due to insufficiency of the hereinafter defined Developer's Incremental Taxes, whether at a Regular Interest Payment Date, at Stated Maturity, Final Maturity or otherwise, shall in no event be deemed to be an event of

default. The Registered Owner of this Note, by acceptance hereof, expressly agrees and acknowledges that (i) there may be Deferred Accrued Interest hereon, that is, that Current Interest may not have been paid, with no special notation having been made upon this Note, and (ii) the amounts due of outstanding Principal Amount hereof and interest are subject to adjustment as provided in the defined Redevelopment Agreement.

The principal of this Note shall be payable by check or draft in lawful money of the United States of America upon presentation at the principal office maintained for the purpose by the Village Treasurer, as paying agent and note registrar (the "Note Registrar"). Interest on this Note shall be paid to the Registered Owner hereof as shown on the Register at the close of business on the [15th day of the month immediately before /1st day of the month of] the Regular Interest Payment Date. Interest shall be paid by check or draft of the Village, payable upon presentation thereof in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on the Register or at such other address furnished to the Note Registrar in writing or as directed by such Registered Owner, all as provided in the hereinafter defined Note Ordinance.

This Note is also subject to mandatory redemption by operation of the Note Fund (as such term is hereinafter defined), at par plus accrued interest without premium, on any date, whenever an annual Accounting shall demonstrate that there is on deposit in the Note Fund an amount in excess of the sum of: (i) the principal of and interest due on any outstanding Tax Exempt Non-Recourse Senior Lien Tax Increment Revenue Notes (Downtown Transit Oriented Development TIF Redevelopment Project Area) due during the Note Year commencing on the _____ next succeeding such Accounting, plus (ii) the principal of and interest due on any outstanding Tax Exempt Non-Recourse Subordinate Lien Tax Increment Revenue Notes (Downtown Transit Oriented Development TIF Redevelopment Project Area) due during the Note Year commencing on the _____ next succeeding such Accounting, plus (iii) the amount required to pay any interest reserve on this Note, plus all Deferred Accrued Interest, plus Current Interest due during the Note Year commencing on the _____ next succeeding such Accounting, plus (iv) an amount not to exceed the greater of earnings on the Note Fund in the immediately preceding Note Year, or 1/12 of the principal and interest payments made on this Note in the prior Note Year. Notwithstanding the foregoing, this Note may not be prepaid for a period of ____ (__) years after the date of issuance, except as provided in the Redevelopment Agreement or unless otherwise agreed to by the Developer.

The Village covenants it will cause the Note Registrar to redeem this Note under the mandatory redemption required for this Note. Proper provision for mandatory redemption having been made, the Village covenants that the outstanding Principal Amount hereof to be redeemed shall be payable as at Stated Maturity.

This Note is also subject to redemption before maturity, at the option of the Village, in whole or in part, from any available funds, on any date on or after _____, 20__, at the redemption price of par plus accrued interest to the date fixed for redemption.

Subject to the provisions of the hereinafter defined in the Redevelopment Agreement and any Ordinance authorizing the issuance of this Note (the "Note Ordinance"), this Note may be

transferred as a whole but not in part. Upon surrender of this Note at the principal office maintained for the purpose by the Note Registrar, accompanied by a written instrument or instruments of transfer in form satisfactory to the Note Registrar and duly executed by the Registered Owner or an attorney for such owner duly authorized in writing, the Note Registrar shall register this Note in the name of the new Registered Owner on the registration grid provided, and shall also enter the name and address of the new registered owner in the Note Registrar, or at the Registered Owner's option, the Note Registrar shall issue a new Note of the same maturity and terms and for the same aggregate principal amount to the transferee in exchange for this Note.

The person in whose name this Note is registered on the Note Register shall be deemed and regarded as the absolute owner hereof for all purposes, and payment of the principal of or interest shall be made only to or upon the order of the Registered Owner hereof or the owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon this Note to the extent of the sum or sums so paid.

This Note is issued under Division 74.4 of Article 11 of the Illinois Municipal Code (the "TIF Act"), and all laws amendatory thereof and supplemental thereto, and the principal of and interest, and premium, if any, hereon are payable solely from, on parity with any additional Taxable Non-Recourse Subordinate Lien Tax Increment Revenue Notes (Downtown Transit Oriented Development TIF Redevelopment Project Area) if issued under the Redevelopment Agreement and subordinate to any Tax Exempt Non-Recourse Senior Lien Tax Increment Revenue Notes (Downtown Transit Oriented Development TIF Redevelopment Project Area) and any Tax Exempt Non-Recourse Subordinate Lien Tax Increment Revenue Notes (Downtown Transit Oriented Development TIF Redevelopment Project Area) if issued under the Redevelopment Agreement, (i) the Developer's Incremental Taxes on deposit in and pledged to the Note Fund and (ii) the investment earnings thereon (the Developer's Incremental Taxes and the investment earnings thereon being, collectively, the "Pledged Moneys" under the Note Ordinance). This Note is being issued to pay or reimburse a portion of certain costs of a redevelopment project in the Redevelopment Project Area, all as described in proceedings adopted by the President and Board of Trustees of the Village (the "Corporate Authorities") under the Act and the Note Ordinance, and in the Redevelopment Agreement, to all the provisions of which the holder by the acceptance of this Note assents. Under the Act, the Note Ordinance, and the Redevelopment Agreement, the Incremental Property Taxes shall be deposited in the Special Tax Allocation Fund. Developer's Incremental Taxes on deposit in the Note Fund shall be used first and are pledged for paying the principal of and interest on this Note and then in making any further required payments to any funds and accounts as provided by the Note Ordinance.

Terms used but not defined herein shall have the same meaning as provided in the Note Ordinance and the Redevelopment Agreement. If any conflict arises between this Note and the Redevelopment Agreement, the Redevelopment Agreement shall control. The terms of the Redevelopment Agreement are incorporated into this Note by this reference thereto as if fully set forth herein.

This Note, together with the interest thereon, is a limited obligation of the Village, payable solely from the Pledged Moneys and the amounts on deposit in and pledged to the Note Fund as provided in the Note Ordinance and the Redevelopment Agreement. Additional obligations on a

parity with this Note may be issued as provided in the Redevelopment Agreement and the Note Ordinance provided. For the prompt payment of this Note, both principal and interest, as aforesaid, at Stated Maturity, the Pledged Moneys are irrevocably pledged. THIS NOTE SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE VILLAGE, NOR IS IT SECURED BY THE FULL FAITH AND CREDIT OF THE VILLAGE. THE NOTE IS PAYABLE SOLELY FROM DEVELOPER'S INCREMENTAL TAXES DEPOSITED FROM TIME TO TIME INTO THE NOTE FUND. INSUFFICIENCY OF THE NOTE FUND TO PAY INTEREST OR PRINCIPAL OBLIGATION RELATING TO THE VILLAGE WHEN DUE SHALL NOT BE A DEFAULT THEREON, AND NO HOLDER OF THIS NOTE SHALL HAVE ANY RECOURSE WHATSOEVER AGAINST THE VILLAGE IN THE EVENT THAT THE DEVELOPER'S INCREMENTAL TAXES ARE INSUFFICIENT TO PAY ANY INTEREST OR PRINCIPAL OBLIGATION WHEN DUE, WHETHER AT STATED MATURITY OR REDEMPTION.

The Village expressly finds and determines that the Final Maturity of this Note does not exceed the earlier of (i) the date which is twenty (20) years from the Dated Date or (ii) the twenty-third (23rd) anniversary of the date of designation by the Corporate Authorities of the Redevelopment Project Area, to-wit: _____, 202__.

It is certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in issuing this Note did exist, have happened, been done and performed in regular and due form and time as required by law, and the Village covenants and agrees that it has provided for the segregation of the Pledged Moneys and that it will properly account for the taxes and will comply with all the covenants of and maintain the funds and accounts as provided by the Note Ordinance and the Redevelopment Agreement.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Note Registrar.

The tables and forms following the signatures on this Note and Registered Owner Notation are an integral part of this Note as if in each case fully set forth at this place and are incorporated herein by this reference.

EXHIBIT E

Item 9. H.

IN WITNESS WHEREOF the Village has caused this Note to be signed by the manual or duly authorized facsimile signatures of its President and by its Village Clerk and its corporate seal or a facsimile thereof to be affixed, all as of the date of delivery hereof, to wit, the ____ day of _____, 202__.

VILLAGE OF HOMEWOOD, COOK COUNTY,
ILLINOIS

[SEAL]

By _____
President, Village of Homewood,
Cook County, Illinois

Attest:

Village Clerk, Village of Homewood
Cook County, Illinois

Date of Authentication: _____, 202__

CERTIFICATE
OF
AUTHENTICATION

Note Registrar and Paying Agent:
_____, _____,
Illinois

This Note is the Note described in the within mentioned Note Ordinance and is the Taxable Non-Recourse Subordinate Lien Tax Increment Revenue Note, Series 202_ (Downtown Transit Oriented Development TIF Redevelopment Project Area), of the Village of Homewood, Cook County, Illinois.

VILLAGE TREASURER,
as Note Registrar

By _____

STATE OF ILLINOIS
COUNTY OF COOK
VILLAGE OF HOMEWOOD

TAXABLE NON-RECOURSE SUBORDINATE LIEN TAX INCREMENT REVENUE NOTE, SERIES
202____
(DOWNTOWN TRANSIT ORIENTED DEVELOPMENT TIF REDEVELOPMENT PROJECT AREA)

NOTE:
REGISTERED
No. _____

PRINCIPAL AMOUNT:
REGISTERED
\$ _____

REGISTERED OWNER NOTATION

This Note shall be registered on the Note Register of the Village kept for the purpose by the Village Treasurer, as Note Registrar. The principal and interest on this Note shall be payable only to or upon the order of the Registered Owner or such owner’s legal representative. No registration hereof shall be valid unless signed by the Note Registrar.

DATE OF REGISTRATION	NAME OF REGISTERED OWNER	SIGNATURE OF VILLAGE TREASURER
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXHIBIT F

Restaurant / Apartments		PROFORMA HOMEWOOD				7/3/2021
HARD COSTS						
Land Cost	0.530 Acres	@		\$0.00 /SF		1
Brokerage Fee						0
1. Building -						
A. Commercial Space						
Restaurant	5,813 Sq Ft	@		\$143.00		831,259
Lobby	662 Sq Ft	@		\$143.00		94,666
B. Apartments						
Second Floor	11,140 Sq Ft	@		\$143.00 /SF		1,593,020
Third Floor	11,110 Sq Ft	@		\$143.00 /SF		1,588,730
Fourth Floor	11,110 Sq FT	@		\$143.00 /SF		1,588,730
Roof Terrace	2,784 Sq Ft	@		\$78.00 /SF		217,152
D. Parking Garage	6,318 Sq Ft	@		\$60.50 /SF		382,239
Tenant Improvement / Allowance						
A. Commercial Space	Contribution	5,813 Sq Ft	@	\$17.50 /SF		101,728
B. Apartments		33,330 Sq Ft	@	\$0.00 /SF		-
D. Parking Garage		6,318 Sq Ft	@	\$0.00 /SF		-
2. Site Work						
Demolition	0.530 Acres			LUMP SUM		660,000
Remediation - Asbestos	Existing Building			Asbestos & Demo	\$85,000	
Utilities					\$70,000	
3. Monument Sign						
4. Contingency	Line 1, 2 & 3 Above	@		10 PCT		705,752
					HARD COSTS	7,763,277
SOFT COSTS						
5. ENGINEERING						
6. ARCHITECTURAL DESIGN & SITE PLAN						
7. A & E REIMBURSABLES & CONSTRUCTION MNGT						
8. LENDER ARCH.						
9. SURVEY/TESTING/PERMITS						
10. APPRAISAL & MARKET STUDY						
11. REAL ESTATE TAXES						
12. LEGAL & CONSULTING FEES						
13. TITLE INSURANCE						
14. BUILDERS RISK INS.						
15. MARKETING						
16. BROKERS COMMISSION						
Anchors						
Restaurant	5,813 Sq Ft @			\$6.00 /SF		34,878
15,000 and above	- Sq Ft @			\$6.00 /SF		-
5,000 to 14,999	Sq Ft @			\$6.00 /SF		-
4,999 and below	- Sq Ft @			\$0.00 /SF		-
19. ACCOUNTING						
20. DEV'T OVERHEAD						
21. CONST MGMT						
21. CONTINGENCY						
					SOFT COSTS	1,236,789
INTEREST EXPENSE						
22. CONST. PERIOD INTEREST*						
LAND	4.75%	18 mos.		1	100%	0
IMPROVEMENTS	4.75%	12 mos.		7,763,276	50%	184,378
SOFT	4.75%	12 mos.		1,236,789	50%	29,374
SOFT+IMP.	4.75%	6 mos.		9,000,065	100%	213,752
22. CONST. PERIOD INCOME						
A. Anchors		0 mos.				-
B. Retail		0 mos.				-
					INTEREST EXPENSE	427,503
FINANCE FEES						
23. CONSTRUCTION LOAN FEE 0.5 PT.						
24. PERMANENT LOAN FEE 1.0 PT.						
					FINANCE FEES	151,250
25. Homewood Tax Incentive (NPV)						
					TOTAL PROJECT COST	9,578,819
					COST PSF	\$ 195.74

EXHIBIT F

Item 9. H.

INCOME

A. Commercial Space		\$	17.50	/SF	5,813	SF	101,728
B. Apartments							-
Second Floor	12 units	\$	-	/SF	11,110	SF	207,000
Third Floor	12 units	\$	-	/SF	11,110	SF	207,000
Fourth Floor	12 units			/SF	11,110	SF	207,000
D. Parking Garage	10 spaces	\$	100.00	per month	12		1,200
E. Tax Increment Contribution				per year	Projected		183,500
F. General Fund Contribution				per year	Projected		119,000
	Average Rent	\$	26.21	/SF	39,155		1,026,428
Existing N.O.I.							1,026,428
VACANCY FACTOR			-5.00%	PCT			(36,196)
STRUCTURAL RESERVE			\$0.00	PSF			-
MANAGEMENT EXPENSE			-4.00%				-
REAL ESTATE TAXES					36 units	\$5,000 per unit	(180,000)
OPERATING EXPENSES	Includes Mangement Fee						(50,000)
	Average Net Ren	\$	15.53	/SF		NET INCOME	760,231
CASH ON COST RETURN (YIELD)				7.94%			
					PROJECT COST		9,578,819

VALUE AND DEBT ANALYSIS

NET INCOME	\$	760,231					
PROJECT COST					\$	9,578,819	
MORTGAGE @ 80% OF COSTS					\$	7,663,055	
CONSTANT @ 4.75% - 25 YEAR AMORTIZATION-10 YR BALLOON					CONSTANT	0.06840	
					ANNUAL DEBT SER'	\$	524,153
					DEBT SERVICE COVER RATIO		1.45
GAP - EQUITY					\$	1,915,764	
NET INCOME AFTER DEBT					\$	236,078	
RETURN ON EQUITY							12.32%

BUILDING DEMOLITION AGREEMENT

In addition to the cost reimbursements identified in Section 5 and Exhibit D of this Agreement, the Village agrees to reimburse the Developer for the cost of demolishing the existing one-story building (the “Building”) on the Property according to these terms:

1. COST OF DEMOLITION

The Developer has obtained estimates for asbestos abatement and demolition of the Building totaling \$143,580.00. The Village finds these estimated costs to be reasonable.

2. UNDERTAKING ON PART OF THE VILLAGE

The Village agrees to reimburse Developer for the cost of asbestos abatement and demolition of the Building for an amount not to exceed \$143,580.00 in a lump sum.

3. UNDERTAKINGS ON PART OF THE OWNER

- a. The Developer shall comply with all requirements imposed by the Homewood Municipal Code and all other governmental requirements regulating the demolition.
- b. Developer shall execute all contracts in connection with the demolition and ensures that the demolition is completed in accordance with said contracts.
- c. Within sixty (60) days of closing on the Developer’s purchase of the property described in the Purchase and Sale Agreement (Exhibit A), the Developer shall submit a written reimbursement request to the Village Manager along with the following documentation:
 - i. Copies of cancelled checks or other evidence that Developer has paid for the demolition;
 - ii. Lien waivers from all general contractors, subcontractors, and materialmen who provided services or materials for the demolition.

4. GENERAL TERMS AND CONDITIONS

- a. Developer shall not be entitled to reimbursement from the Village under this Agreement until the Building is fully demolished.

EXHIBIT G

Item 9. H.

- b. Developer shall allow Village inspectors reasonable access to the Property to determine that the demolition complies with the approved plans and local codes.
- c. Developer shall require all contractors performing the asbestos abatement and demolition to provide worker's compensation and liability insurance in amounts satisfactory to the Village, naming the Village and the Developer as additional insured.
- d. Developer shall require each contractor to indemnify and hold the Village harmless from all claims arising out of this Agreement resulting from the Developer's or contractor's negligence, including claims for personal injury, wrongful death and property damage. Developer agrees to indemnify and hold the Village harmless from all such claims arising out of this Agreement resulting from the Developer's negligence or willful and wanton conduct.
- e. All other terms of the Redevelopment Agreement between the Village and the Developer not addressed in this Agreement are incorporated by reference as if restated herein.

IN WITNESS WHEREOF, this Agreement is entered into as of July 27, 2021.

Village of Homewood
an Illinois municipal corporation

HCF Homewood, LLC,
an Illinois limited liability company

By: _____
Village President

By: _____
Its: _____

Attest:

Attest:

Village Clerk

By: _____
Its: _____

MEMORANDUM OF AGREEMENT

On July 27, 2021, the Village of Homewood, Cook County, Illinois ("Village") and HCF Homewood, LLC, an Illinois limited liability company ("Developer"), entered into a Redevelopment Agreement covering the following described property.

Lots Nine (9), Ten (10), Eleven (11) and Twelve (12) in Block "A" in the Village of Hartford (Now the Village of Homewood), being a Subdivision in the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel Identification Nos. 29-31-310-008-0000, 29-31-310-009-0000, 29-31-310-010-0000, and 29-31-310-011-0000

That Redevelopment Agreement provided for transfer of the said property from Village to Developer and constructing certain improvements by Developer on the said property.

The said Redevelopment Agreement contains additional provisions, including certain restrictions on the transfer or assignment by Developer of any interest in the said real estate.

HCF Homewood, LLC
By: _____

Title
STATE OF ILLINOIS)
)
) ss.
COUNTY OF COOK)

VILLAGE OF HOMEWOOD
By: _____
Christopher J. Cummings
Village Attorney

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, a duly authorized officer or attorney for HCF Homewood, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary act for the uses and purposes set forth therein.

Given under my hand and Notarial Seal on _____, 2021.

Notary Public

EXHIBIT H

Item 9. H.

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY that Christopher J. Cummings, Village Attorney for the Village of
Homewood, personally known to me to be the same person whose name is subscribed
to the foregoing instrument, appeared before me this day in person and acknowledged
that they signed and delivered said instrument as their free and voluntary act for the
uses and purposes set forth therein.

Given under my hand and Notarial Seal on _____, 2021.

Notary Public

This document prepared by Christopher J. Cummings, Christopher J. Cummings, P.C., 2024
Hickory Rd., Suite 205, Homewood IL 60430.

**BOARD AGENDA MEMORANDUM****DATE OF MEETING: July 27, 2021****To:** Jim Marino, Village Manager**From:** John Schaefer, Director of Public Works**Topic:** Bid Award - Sanitary Sewer Lining**PURPOSE:**

There is a need to rehabilitate the Village's sanitary sewer system in areas that are showing pipe failures or potential failures.

Pipe lining extends the useful life of sewer lines by installing a resin-infused felt tube into a deteriorated pipe. This process is fast and cost-effective when compared with other methods of repair. It results in a seamless, jointless pipe within a pipe that has a smooth inner surface. Additionally, by using this process the sewer is brought back to a nearly new condition, without major digging and without significant disruption of traffic or service to sewer customers. This method has been used by the Village for many years and has been very successful.

PROCESS:

Staff let out to bid for sanitary sewer lining services on May 27, 2021. Bid specifications were sent to eight vendors. On June 30, 2021, the bid was closed and three bids were received, publicly opened and read. A bid tabulation is attached.

Staff reviewed the received bids and found Performance Pipelining, Inc. of Ottawa, IL to be the lowest responsible bidder.

OUTCOME:

Bidding out this work allowed the Village to select the lowest responsible bidder. Lining sewers will prolong the life of sewer mains, reduce the possibility of sewer backups into homes and save money by reducing the need for repairs to damaged sewers.

FINANCIAL IMPACT:

- **Funding Source:** CIP
- **Budgeted Amount:** \$300,000
- **Cost:** \$300,000
- Budget Line Item: 13-3-337-55-8340



LEGAL REVIEW: Not Required

RECOMMENDED BOARD ACTION:

Award bid number 21-02PW for Sanitary Sewer Pipelining services to Performance Pipelining, Inc. of Ottawa, IL (the lowest responsible bidder) at the unit prices of: \$35.00 per linear foot for 8" main, \$43.00 per linear foot for 12" main, \$79.00 each for reestablishing service connections, \$3,925.00 each for 8" T-Liner and \$4,000.00 each for 12" T-Liner, in an amount not to exceed \$300,000.

Sanitary Sewer Lining
Bid Tabulation

21-02PW

	Line 8"			Line 12"			Svc.			T-Liner 8"			T-Liner 12"			Total	
	Main	Qty		Main	Qty		Connection	Qty		Each	Qty		Each	Qty			
	LF			LF			Each			Each			Each				
usson Brothers																	
c.	\$ 40.00	3456	\$ 138,240.00	\$ 42.00	670	\$ 28,140.00	\$ 95.00	64	\$ 6,080.00	\$ 4,800.00	44	\$ 211,200.00	\$ 4,900.00	20	\$ 98,000.00		\$ 481,660.00
performance																	
pelining, Inc.	\$ 35.00	3456	\$ 120,960.00	\$ 43.00	670	\$ 28,810.00	\$ 79.00	64	\$ 5,056.00	\$ 3,925.00	44	\$ 172,700.00	\$ 4,000.00	20	\$ 80,000.00		\$ 407,526.00
oerr																	
onstruction, Inc.	\$ 35.00	3456	\$ 120,960.00	\$ 37.00	670	\$ 24,790.00	\$ 80.00	64	\$ 5,120.00	\$ 5,280.00	44	\$ 232,320.00	\$ 5,390.00	20	\$ 107,800.00		\$ 490,990.00



BOARD AGENDA MEMORANDUM

DATE OF MEETING: July 27, 2021

To: Jim Marino, Village Manager

From: Napoleon Haney, Assistant Village Manager

Topic: Cell Tower Amendment to Lease Agreement (T-Mobile)

PURPOSE:

The Village entered into a lease agreement in 2005 allowing T-Mobile LLC of Delaware, to install and operate cellular communication equipment atop the Village's water tower at 18355 Pierce Avenue. T-Mobile makes lease payments to the Village as part of the agreement. T-Mobile desires to install a generator at the site as part of their "network hardening" initiative, triggering an amendment to the lease agreement.

PROCESS:

Municipal amendments to cell tower leases are common and are generally performed when cellular companies need to add or upgrade telecommunications equipment to an existing facility. In most cases, modest increases to the cell company's rent payments to the municipality become part of the amendments. T-Mobile's request to install a generator at the Pierce Avenue site required review of the Appearance Commission to approve the installation of a six-foot wooden fence used to screen the generator from public view. The Appearance Commission approved this item on July 10, 2019. The project was delayed in 2020 due to the COVID-19 pandemic. Per the Village's agreement with T-Mobile, the generator installation triggers an amendment to the initial agreement. As a concession to the Village for amending the agreement, T-Mobile agrees to increase their rent to the Village by \$400 per month.

OUTCOME:

By approving the attached amendment to the T-Mobile lease, the Village increases their cell tower rent revenue and allows for T-Mobile to enhance their ability to provide cellular services to their customers in the event of storms, disasters and electrical power loss.

FINANCIAL IMPACT:

Funding Source: No Financial Impact

Budgeted Amount: N/A

Cost: N/A



LEGAL REVIEW: Not Required

RECOMMENDED BOARD ACTION:

Approve the third amendment to the site lease agreement between the Village of Homewood and T-Mobile Central LLC, a Delaware Limited Liability Company, allowing T-Mobile to perform critical upgrades and enhancements to their cellular facilities atop the Village's water tower at 18355 Pierce Avenue.

THIRD AMENDMENT TO SITE LEASE AGREEMENT

Item 9. J.

This **THIRD AMENDMENT TO SITE LEASE AGREEMENT** (this “**Third Amendment**”) is made and entered into effective the date of the last signature on this Third Amendment (the “**Effective Date**”) by and between the Village of Homewood (“**Lessor**”) and T-Mobile Central L.L.C, a Delaware Limited Liability Company as successor in interest to VoiceStream GSM I Operating Company, L.L.C., a Delaware Limited Liability Company (“**Lessee**”).

WHEREAS, Lessor and Lessee entered into a Site Lease Agreement with an Effective Date of November 8, 2005 (the “**Agreement**”) with respect to the Premises that is near, at, on, or part of the Property located at 18355 Pierce Ave., Homewood, IL 60430; and

WHEREAS, Lessor and Lessee desire to entire into this First Amendment in order to modify and amend certain provisions of the Lease;

NOW, THEREFORE, in consideration of the mutual covenants and agreement herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee covenant and agree as follows:

1. The Premises, as identified in Section 1(c) and Exhibit B of the Lease, are hereby modified to reflect what is shown on Exhibit A-1 of this document; Generator install.
2. Effective as of the First Amendment Effective Date, the Rent payable by Lessee to Lessor shall increase by four hundred and 00/400 dollars (\$400.00) per month.
3. Unless otherwise defined herein, all capitalized terms used in this First Amendment shall have the same meaning as in the Agreement.
4. Except as modified by this First Amendment, the Agreement shall remain in full force and effect and is ratified and confirmed by the parties. Any further amendments to the Agreement must be in writing and executed by both parties.
5. Lessor represents and warrants to Lessee that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this First Amendment, or if any such third-party consent or approval is required, Lessor has obtained any and all such consents and approvals.

IN WITNESS WHEREOF, the parties have executed this First Amendment effective as of the latter of the two dates set forth below.

LESSEE: Village of Homewood

By: _____

Printed Name: Rich Hofeld

Title: Village President

Date: _____

LESSOR: T-Mobile Central L.L.C
a Delaware limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____

T-Mobile Legal Approval

Site Number: CH48639A
Site Name: Village of Homewood WT
Market: Chicago

- 2 -

Site Lease - version 6.4.14

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____ by _____, [title] _____ of the Village of Homewood.

Dated: _____

Notary Public
Print Name _____
My commission expires _____

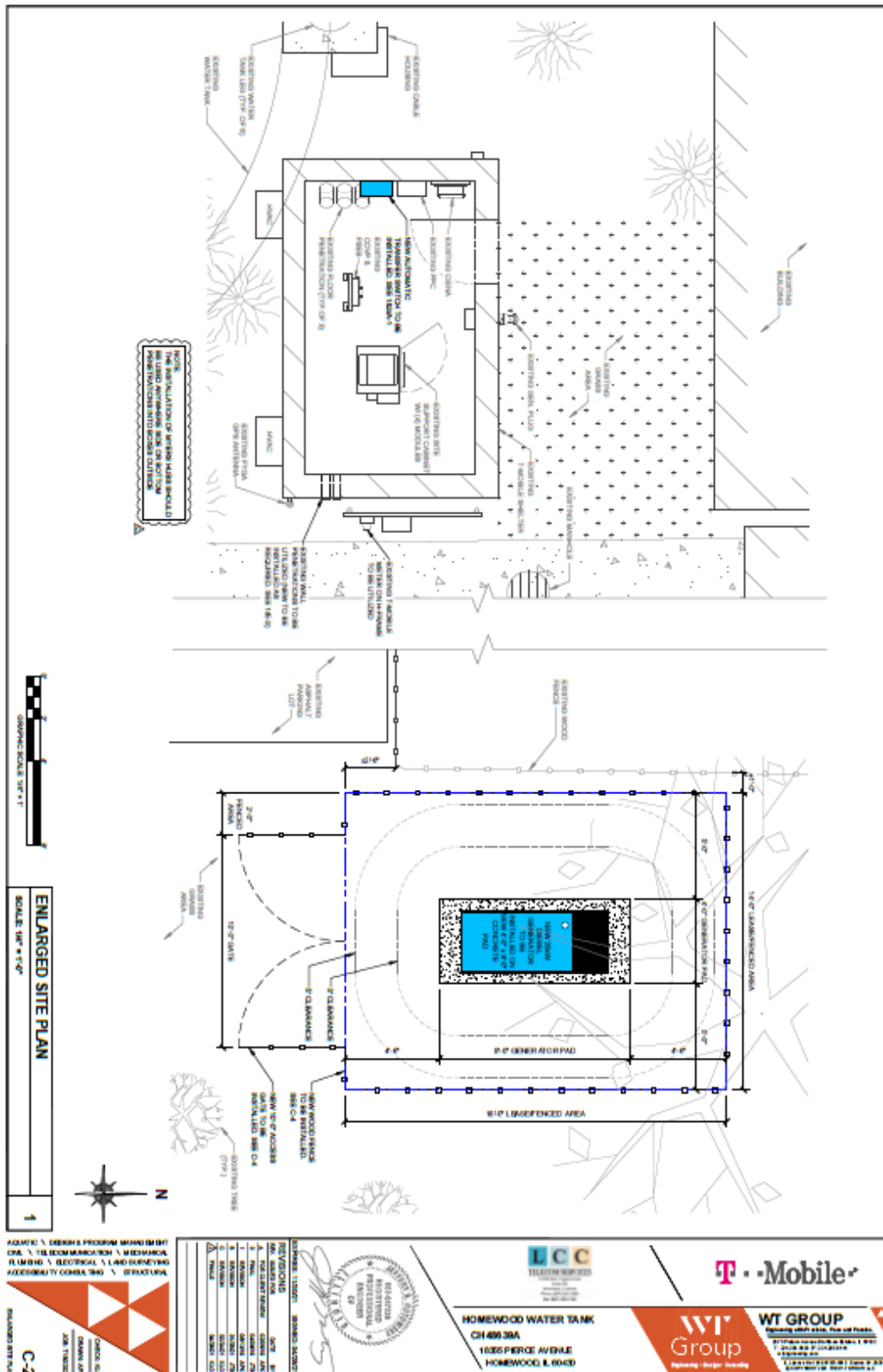
STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of VoiceStream GSM I Operating Company, L.L.C., a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:

[illegible]

Notary Public
Print Name _____
My commission expires _____



**BOARD AGENDA MEMORANDUM****DATE OF MEETING: July 27, 2021****To:** Jim Marino, Village Manager**From:** Dennis Bubenik, Director of Finance**Topic:** Budget Amendment-Salary Account**PURPOSE:**

The Village needs to transfer funds from the budget surplus to cover the additional expense of the Cost of Living Adjustments (COLA) that were agreed to during union negotiations.

PROCESS:

The 2021/2022 budget process occurred prior to the start of Village negotiations with its four collective bargaining groups. All four union collective bargaining agreements (CBAs) opened or expired in April of 2021. In previous years, union contracts were staggered. Unfortunately, the COVID-19 pandemic created some financial uncertainties, prompting the police union to select a one-year contract in 2020 expiring in 2021; and, the public works union to establish a five-year contract with two wage-only reopeners in 2021 and 2023. Normally, the union contract active during the budget process "established" the cost of living adjustment for both union and non-union staff. With all contracts open, coupled with the possible financial repercussions from the COVID-19 pandemic, the Village budgeted for a 1.5% COLA increase that was included in the 2021-2022 budget.

OUTCOME:

Two months after budget adoption, the Village was successful in negotiating a 2.0% COLA with the Fire Union and Teamsters Union. Because this COLA amount will be extended to the remaining two unions and non-union staff, a budget amendment for \$50,000 is needed. This will be sufficient to cover the COLA agreed to by the Fire Union, Teamsters Union, non-union staff, and the remaining two bargaining units that are in current negotiations.

FINANCIAL IMPACT:**Funding Source:** General Fund Water/Sewer Fund**Budgeted Amount:****Cost:** \$50,000**LEGAL REVIEW:** Not Required



RECOMMENDED BOARD ACTION: Approve a budget amendment increasing account number 01-1-131-51-1000 by \$50,000 for budget year 2021/2022.