

## MEETING AGENDA



### Board of Trustees Meeting

Village of Homewood

February 08, 2022

Meeting Start Time: 7:00 PM

Village Hall Board Room

2020 Chestnut Road, Homewood, IL

Board Meeting will be conducted remotely via Zoom as allowed by Governor Pritzker's Executive Order 2020-07. Members of the public may submit written comments by email to [comments@homewoodil.gov](mailto:comments@homewoodil.gov) or by placing written comments in the drop box outside Village Hall. Comments submitted before 4:00 p.m. on the meeting date will be distributed to all Village Board members prior to the meeting.

Please see last page of agenda for virtual meeting information.

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

4. Introduction of Staff

5. Minutes:

Consider a motion to approve the minutes from the regular meeting of the Board of Trustees held on January 25, 2022.

6. Claims List:

Consider a motion to approve the Claims List of Tuesday, February 8, 2022 in the amount of \$518,536.12.

7. Hear from the Audience

8. Reappointment(s):

Consider a motion to approve the reappointments of Christopher Cummings to the Fire Pension Board for a 3-year term ending on February 8, 2025; Gregory Knoll to the Police Pension Board for a 2-year term ending on February 8, 2024; Charlene Dyer to the Veteran's Committee for a 3-year term ending on February 8, 2025; and Larry Garth to the Veteran's Committee for a 3-year term ending on February 8, 2025.

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

A. R-3098/Motor Fuel Tax/Supplemental Salt: Pass a resolution appropriating \$69,000 of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of the Illinois Highway Code.

B. R-3099/Assignment of Redevelopment Agreement and TIF Note Proceeds/CNB Bank & Trust, N.A.: Pass a resolution approving the assignment of a redevelopment agreement and TIF note proceeds to CNB Bank & Trust, N.A. of Alton, IL to secure construction loans given to HCF Homewood, LLC.

C. Budget Amendment/Emergency Purchase/Water Control Valve: Approve a budget amendment in the amount of \$21,917 for the replacement of the water reservoir actuator control valve at Water Plant #1; waive competitive bidding for an emergency purchase; and authorize the replacement of a water reservoir actuator control valve by Metropolitan Pump Company, of Romeoville, IL in the amount of \$21,917.

D. Agreements/Plan Review Services/HR Green Inc., and TPI Building Code Consultants Inc.: Authorize the Village President to enter into an agreement with HR Green Inc. of New Lenox, IL; and TPI Building Code Consultants Inc. of South Elgin, IL for plan review services beginning March 1, 2022 through February 28, 2023.

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

---

VILLAGE OF HOMEWOOD  
BOARD OF TRUSTEES MEETING  
TUESDAY -JANUARY 25, 2022  
VILLAGE HALL BOARD ROOM

CALL TO ORDER: President Hofeld called the regular meeting of the Board of Trustees to order at 7:01 p.m.

NOTE: Due to the Governor's emergency order because of the COVID-19 pandemic and social distancing recommendations, and the Village President finding that, pursuant to Public Act 101-0640, an in-person meeting is not prudent, elected officials are permitted to participate via video/audio. The public was invited to attend the meeting via live video/audio. The public was invited to submit comments by email before the meeting and all comments were distributed to the Trustees and the Village President. All elected officials were able to hear one another and all discussion.

ROLL CALL: Clerk Marilyn Thomas called the roll. Those present were Village President Richard Hofeld, Trustee Lisa Purcell, Trustee Cece Belue (joined late), Trustee Karen Washington, Trustee Vivian Harris-Jones, Trustee Lauren Roman, and Trustee Jay Heiferman.

President Hofeld introduced staff appearing in person at the Village Hall: Village Manager Napoleon Haney, Attorney Christopher Cummings, Director of Finance Dennis Bubenik. Police Chief Denise McGrath and Public Works Director John Schaefer participated via Zoom.

MINUTES: The minutes of the meeting of January 11, 2022, were presented. There were no comments or corrections.

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

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

CLAIMS LIST: The Claims List in the amount of \$248,718.41 was presented. There were no questions from the Trustees.

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

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

President Hofeld said two items totaled 49 percent of the Claims List: \$45,081.20 for the quarterly payment to E-COM, and \$76,428.41 payment to Thorn Creek Basin Sanitary District.

HEAR FROM THE AUDIENCE: A letter from AFSCME Local 2891 was read (copy attached).

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

- A. Agreement/Audit Services/Lauterbach & Amen, LLP: Authorize the Village President to enter into an agreement with Lauterbach & Amen, LLP of Naperville, Illinois, the lowest responsible proposal, to perform audit services for the Village of Homewood in the amount of \$32,800 per year, plus \$3,500 if a single audit is required, for fiscal year end April 30, 2022 through April 30, 2025.
- B. Agreement/Bretz Drive Parking Lot/Homewood Business Park, LLC: Authorize the Village President to enter into a parking lot agreement between the Village of Homewood and Homewood Business Park, LLC for parking lot enforcement by the Homewood Police Department.
- C. M-2210/Special Use/Homewood Baseball Academy: Pass an ordinance granting a special use permit to allow the operation of a baseball academy (learning center) at 17829 Bretz Drive in Homewood.
- D. R-3096/Purchase of Electricity/NIMEC: Pass a resolution authorizing the Village Manager or Finance Director to enter into a purchase agreement for electricity through the Northern Illinois Municipal Electric Collaborative (NIMEC) for the period of May 2022 through May 2023 or up to May 2025.
- E. Text Amendment/Special Use/Veterinary Clinic:
  - a. MC-1059/Text Amendment/Zoning Ordinance: Pass an ordinance amending the Homewood Zoning Ordinance to allow operation of a veterinary clinic as a special use in the B-1 Zoning District.
  - b. M-2211/Special Use/18265 Dixie Highway: Pass an ordinance granting a special use permit to allow operation of a veterinary clinic at 18265 Dixie Highway in Homewood.
- F. R-3097/Commuter Parking Lots: Pass a resolution accepting ownership of the Homewood Train Station Parking Lots upon dissolution of the Chicago South Suburban Mass Transit District pursuant to Public Act 102-0248 located at 18041 Park Avenue and 181st & Harwood Avenue.
- G. Employment Agreement/Village Manager: Authorize the Village President to approve an employment agreement between the Village of Homewood and Napoleon Haney of Homewood, IL to serve as Village Manager.

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

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

**GENERAL BOARD DISCUSSION:** Trustees urged residents to stay safe, stay warm and remember to shovel their walks.

**EXECUTIVE SESSION:** A motion was made by Trustee Purcell and seconded by Trustee Washington to move to Executive Session to discuss the purchase or lease of real property as allowed by section 2(c)(5) of the Open Meetings Act. (5 ILCS 120/2(c)(5))

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

The board moved to Executive Session at 7:12 p.m.

The board returned from Executive Session at 7:30 p.m.

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

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

The meet adjourned at 7:30 p.m.

Respectfully submitted,

Marilyn Thomas

Village Clerk

**From:** Cameron Day <[CDay@afscme31.org](mailto:CDay@afscme31.org)>  
**Subject:** Open letter to board  
**Date:** January 25, 2022 at 4:00:32 PM CST  
**To:** "[comments@homewoodil.gov](mailto:comments@homewoodil.gov)" <[comments@homewoodil.gov](mailto:comments@homewoodil.gov)>  
**Cc:** Eric Stojakovich <[estojakovich@yahoo.com](mailto:estojakovich@yahoo.com)>  
**Resent-From:** <[mthomas@homewoodil.gov](mailto:mthomas@homewoodil.gov)>

We sent this letter to all board members from Pres. of local union Eric Stojakovich, but wanted to make sure, in the event they did not receive.

Hello Homewood Village Board,

I send this letter on behalf of the hardworking men and women at the Homewood Public Works Department, AFSCME Local 2891.

Local 2891 makes sure Homewood can keep going. During the depths of the pandemic and beyond, our members worked tirelessly to keep Homewood's essential public infrastructure up and running. Our members clear roads, plow snow, fix water main breaks—and so much more.

Due to the unprecedented coronavirus pandemic, our Union worked with management to establish re-openers in our contract. We have been bargaining a wage re-opener and last Tuesday, January 18, we believed we reached tentative agreement. Management offered a deal that included cost-of-living increases that mirrored wages offered to the fire department as well as a change to include paid lunch periods. Management representatives presented the deal to our bargaining committee, we accepted, and both parties shook hands to seal the deal.

We were asked by management to prepare a memorandum of understanding and to ratify the agreement before today's board meeting. On the day of our ratification, Thursday, January 20, management informed us that the TA was off the table. Despite this, our members accepted the offer as proposed. Our Union wholeheartedly believes that management's actions constitute an unfair labor practice.

We are asking the Board to stand with us, and to ratify the TA reached on January 18. We love the Village of Homewood. We love serving the residents of our village. We appreciate your support.

Eric Stojakovich  
AFSCME Local 2891

Thank you,

Cameron H. Day  
Staff Representative  
AFSCME Council 31, AFL-CIO  
205 N. Michigan Ave.  
Suite 2100  
Chicago, IL 60601  
Cell (706) 766-5329

Name	Description	DEPARTMENT	Net Invoice Amount
A BETTER DOOR & DOCK SERV	DOOR REPAIRS	PUBLIC WORKS	255.00
Total A BETTER DOOR & DOCK SERVICES:			255.00
ACCURATE EMPLOYMENT SCR	EMPLOYMENT SCREENING SERVICES 1/1-1/31/2022	MANAGER'S OFFICE	95.00
Total ACCURATE EMPLOYMENT SCREENING LLC:			95.00
ALTA CONSTRUCTION EQUIPM	STREET DEPT COMPACTOR REPAIR PARTS	PUBLIC WORKS	163.70
Total ALTA CONSTRUCTION EQUIPMENT ILLINOIS LLC:			163.70
AMAZON CAPITAL SERVICES, I	WIRELESS KEYBOARD AND MOUSE MANAGERS OFFICE	MANAGER'S OFFICE	54.99
AMAZON CAPITAL SERVICES, I	REPLACEMENT MONITOR BUILDING INSPECTOR OFFICE	MANAGER'S OFFICE	149.99
AMAZON CAPITAL SERVICES, I	LED WORK LIGHT IT SERVER ROOM	MANAGER'S OFFICE	34.98
Total AMAZON CAPITAL SERVICES, INC:			239.96
AMERICAN PRINTING TECHNO	VEHICLE STICKER WEBSITE	MANAGER'S OFFICE	86.00
Total AMERICAN PRINTING TECHNOLOGIES INC:			86.00
APWA	IPSI	PUBLIC WORKS	725.00
Total APWA:			725.00
ARC DOCUMENT SOLUTIONS	"OCE" PLOTTER PAPER USAGE	PUBLIC WORKS	12.78
Total ARC DOCUMENT SOLUTIONS:			12.78
AVALON PETROLEUM COMPAN	FUEL INVENTORY DIESEL 1-18-2022	ASSETS	1,591.00
AVALON PETROLEUM COMPAN	FUEL INVENTORY GASOLINE 1-18-2022	ASSETS	8,526.00
Total AVALON PETROLEUM COMPANY:			10,117.00
B. ALLAN GRAPHICS	OFFICE SUPPLIES	MANAGER'S OFFICE	65.00
B. ALLAN GRAPHICS	BUSINESS CARDS	MANAGER'S OFFICE	455.00
Total B. ALLAN GRAPHICS:			520.00
BCBM, LLC	183RD STEEL RAILING REPAIR AND PANEL SWAP	PUBLIC WORKS	7,966.28
Total BCBM, LLC:			7,966.28
BLUE COLLAR SUPPLY COMPA	BIBS	PUBLIC WORKS	160.18
Total BLUE COLLAR SUPPLY COMPANY:			160.18
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	FIRE DEPARTMENT	67.42
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES - FD	FIRE DEPARTMENT	93.90
Total BOUND TREE MEDICAL LLC:			161.32
BRAUN HORTICULTURE	COCOA LINERS FOR XMAS BASKETS	PUBLIC WORKS	437.22
BRAUN HORTICULTURE	MOSS LINERS FOR FLOWER BASKETS	PUBLIC WORKS	2,945.15

Name	Description	DEPARTMENT	Net Invoice Amount
Total BRAUN HORTICULTURE:			3,382.37
CASEY THOMPSON	RENTAL DEPOSIT REFUND	ASSETS	44.68
Total CASEY THOMPSON:			44.68
CHARLENE DYER	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	197.99
Total CHARLENE DYER:			197.99
CHARLES MARTIN	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	409.60
Total CHARLES MARTIN:			409.60
CHEVROLET OF HOMEWOOD	STREET DEPT PLOW TRUCK FILTERS	PUBLIC WORKS	94.76
CHEVROLET OF HOMEWOOD	POLICE DEPT TAHOE ENGINE TUNE UP PARTS	PUBLIC WORKS	501.99
CHEVROLET OF HOMEWOOD	POLICE DEPT TAHOE ENGINE GASKET	PUBLIC WORKS	7.86
CHEVROLET OF HOMEWOOD	POLICE DEPT TAHOE IGNITION COIL	PUBLIC WORKS	106.39
CHEVROLET OF HOMEWOOD	STREET DEPT PLOW TRUCK COOLANT HOSES	PUBLIC WORKS	194.04
CHEVROLET OF HOMEWOOD	STREET DEPT PLOW TRUCK TUNE UP PARTS	PUBLIC WORKS	451.60
CHEVROLET OF HOMEWOOD	STREET DEPT PLOW TRUCK COOLANT HOSES	PUBLIC WORKS	141.68
CHEVROLET OF HOMEWOOD	STREET DEPT PLOW COOLANT HOSE CLIP	PUBLIC WORKS	13.30
Total CHEVROLET OF HOMEWOOD:			1,511.62
CHICAGO COMMUNICATIONS L	POLICE DEPT RADIO REPAIR	PUBLIC WORKS	150.00
Total CHICAGO COMMUNICATIONS LLC:			150.00
CHRISTOPHER BURKE EN	RIDGE RD STORMWATER PROJECT	PUBLIC WORKS	15,940.00
CHRISTOPHER BURKE EN	RIDGE RD STORMWATER PROJECT	PUBLIC WORKS	6,010.75
Total CHRISTOPHER BURKE EN:			21,950.75
CHRISTOPHER J. CUMMINGS, P	JANUARY LEGAL SERVICES	MANAGER'S OFFICE	11,747.89
CHRISTOPHER J. CUMMINGS, P	JANUARY LEGAL SERVICES	MANAGER'S OFFICE	1,600.00
Total CHRISTOPHER J. CUMMINGS, P.C.:			13,347.89
CLEANING SPECIALISTS	BIO HAZARD CLEANING	POLICE DEPARTMENT	200.00
Total CLEANING SPECIALISTS:			200.00
COMCAST BUSINESS CORP	FIBER INTERNET VH AND FIBER NETWORK CONNECTION	MANAGER'S OFFICE	1,658.60
COMCAST BUSINESS CORP	PRI TELEPHONE SERVICE ALL DIRECT DIAL NUMBERS	MANAGER'S OFFICE	417.85
Total COMCAST BUSINESS CORP:			2,076.45
COMED	JANUARY UTILITIES	PUBLIC WORKS	4,230.64
COMED	JANUARY UTILITIES	PUBLIC WORKS	910.68
COMED	JANUARY UTILITIES	PUBLIC WORKS	970.00
COMED	JANUARY UTILITIES	PUBLIC WORKS	105.76
COMED	JANUARY UTILITIES	PUBLIC WORKS	46.81
Total COMED:			6,263.89



Name	Description	DEPARTMENT	Net Invoice Amount
COMMUNITY FIREFIGHTERS	MABAS FEES - FD	FIRE DEPARTMENT	120.00
Total COMMUNITY FIREFIGHTERS:			120.00
COMPASS MINERALS AMERICA	MATERIALS & CHEMICALS	PUBLIC WORKS	8,248.00
Total COMPASS MINERALS AMERICA INC. :			8,248.00
CONSTELLATION NEW ENERGY	JANUARY UTILITES	PUBLIC WORKS	4,456.31
CONSTELLATION NEW ENERGY	JANUARY UTILITES	PUBLIC WORKS	4,255.47
Total CONSTELLATION NEW ENERGY, INC.:			8,711.78
COOK COUNTY CLERK	RECORDING FEES - VA	MANAGER'S OFFICE	880.00
Total COOK COUNTY CLERK:			880.00
CTT ELECTRIC	11 ELECTRICAL INSPECTIONS	FIRE DEPARTMENT	660.00
Total CTT ELECTRIC:			660.00
CURRIE MOTORS	FORD F250 UTILITY LOCATE PICKUP	PUBLIC WORKS	34,412.00
Total CURRIE MOTORS:			34,412.00
CVB	HOTEL TAX - DECEMBER 2021	ASSETS	701.91
Total CVB:			701.91
DELTA SONIC CAR WASH	VEHICLE WASHES	PUBLIC WORKS	9.00
Total DELTA SONIC CAR WASH:			9.00
DLT SOLUTIONS, LLC	AUTODESK ENGINEERING SOFTWARE COLLECTION	PUBLIC WORKS	1,232.55
Total DLT SOLUTIONS, LLC:			1,232.55
DMC SECURITY SERVICE	HSC REPAIR - PW	PUBLIC WORKS	156.50
DMC SECURITY SERVICE	HSC REPAIR - PW	PUBLIC WORKS	185.00
Total DMC SECURITY SERVICE:			341.50
E-COM	VERIZON CARDS NOV, DEC, JAN	POLICE DEPARTMENT	5,396.56
Total E-COM:			5,396.56
EXPERT CHEMICAL	OPERATING SUPPLIES	PUBLIC WORKS	208.12
Total EXPERT CHEMICAL:			208.12
FEDERAL EXPRESS	EXPRESS POSTAGE FEES -	MANAGER'S OFFICE	54.80
FEDERAL EXPRESS	EXPRESS POSTAGE FEES -	MANAGER'S OFFICE	2.61
Total FEDERAL EXPRESS:			57.41
FLEET SAFETY SUPPLY	POLICE DEPT UTILITY SPOTLIGHT	PUBLIC WORKS	98.29
FLEET SAFETY SUPPLY	VEHICLE PARTS	FIRE DEPARTMENT	1,021.94

Name	Description	DEPARTMENT	Net Invoice Amount
Total FLEET SAFETY SUPPLY:			1,120.23
FORD OF HOMEWOOD	POLICE DEPT UTILITY WHEEL NUTS	PUBLIC WORKS	15.71
FORD OF HOMEWOOD	POLICE DEPT UTILITY O2 SENSOR	PUBLIC WORKS	77.00
FORD OF HOMEWOOD	POLICE DEPT UTILITY PARK BRAKE SWITCH	PUBLIC WORKS	35.00
FORD OF HOMEWOOD	POLICE DEPT UTILITY WINDSHIELD	PUBLIC WORKS	621.95
Total FORD OF HOMEWOOD:			749.66
G.W.BERKHEIMER CO INC	HVAC REPAIRS - PW	PUBLIC WORKS	4.29
G.W.BERKHEIMER CO INC	PLUMBING REPAIRS	PUBLIC WORKS	353.81-
Total G.W.BERKHEIMER CO INC:			349.52-
GALLAGHER MATERIAL CORP	ASPHALT -PW	PUBLIC WORKS	540.00
GALLAGHER MATERIAL CORP	ASPHALT - PW	PUBLIC WORKS	194.04
GALLAGHER MATERIAL CORP	ASPHALT - PW	PUBLIC WORKS	172.62
Total GALLAGHER MATERIAL CORP:			906.66
GRAINGER INC	VEHICLE MAINT DEPT CORDLESS TOOL BATTERIES	PUBLIC WORKS	502.46
Total GRAINGER INC:			502.46
GRANICUS	ANNUAL WEB HOSTING/SUPPORT-MO	MANAGER'S OFFICE	7,871.85
Total GRANICUS:			7,871.85
HEBERT Z. MASON	18701-18705 DIXIE HWY (ART CORNER) BUSINESS	MANAGER'S OFFICE	1,500.00
Total HEBERT Z. MASON:			1,500.00
HELSEL JEPPEPERSON ELECTRI	ELECTRICAL SUPPLIES	PUBLIC WORKS	121.41
Total HELSEL JEPPEPERSON ELECTRICAL:			121.41
HENRY TRIPP	RENTAL DEPOSIT REFUND	ASSETS	77.95
Total HENRY TRIPP:			77.95
HOMEWOOD GAS	DEPOSIT REFUND	ASSETS	17.64
Total HOMEWOOD GAS:			17.64
HOUSEAL LAVIGNE ASSOCIATE	CONSULTANT FOR ZONING CODE UPDATE	MANAGER'S OFFICE	6,582.50
Total HOUSEAL LAVIGNE ASSOCIATES, LLC:			6,582.50
ILLINI POWER PRODUCTS COM	ELECTRIC GENERATOR TRANSFER SWITCH TIMER	PUBLIC WORKS	180.30
ILLINI POWER PRODUCTS COM	ELECTRICAL GENERATOR LOAD BANK TESTING	PUBLIC WORKS	801.00
Total ILLINI POWER PRODUCTS COMPANY:			981.30
ILLINOIS TOLLWAY	ILLINOIS TOLLWAY TOLLS	PUBLIC WORKS	214.95

Name	Description	DEPARTMENT	Net Invoice Amount
Total ILLINOIS TOLLWAY:			214.95
INTERSTATE BATTERY	L&M DEPARTMENT CHIPPER BATTERY	PUBLIC WORKS	233.95
Total INTERSTATE BATTERY:			233.95
IPBC	FEBRUARY INSURANCE PREMIUM	MANAGER'S OFFICE	4,194.79
IPBC	FEBRUARY INSURANCE PREMIUM	PUBLIC WORKS	3,404.85
IPBC	FEBRUARY INSURANCE PREMIUM	PUBLIC WORKS	1,164.20
IPBC	FEBRUARY INSURANCE PREMIUM	PUBLIC WORKS	8.40
IPBC	FEBRUARY INSURANCE PREMIUM	PUBLIC WORKS	2,358.70
IPBC	FEBRUARY INSURANCE PREMIUM	PUBLIC WORKS	2,506.62
IPBC	FEBRUARY INSURANCE PREMIUM	PUBLIC WORKS	1,686.09
IPBC	FEBRUARY INSURANCE PREMIUM	PUBLIC WORKS	152.69
IPBC	FEBRUARY INSURANCE PREMIUM	PUBLIC WORKS	8,751.66
IPBC	FEBRUARY INSURANCE PREMIUM	MANAGER'S OFFICE	4.20
IPBC	FEBRUARY INSURANCE PREMIUM	MANAGER'S OFFICE	2,076.42
IPBC	FEBRUARY INSURANCE PREMIUM	MANAGER'S OFFICE	1,838.22
IPBC	FEBRUARY INSURANCE PREMIUM	MANAGER'S OFFICE	805.72
IPBC	FEBRUARY INSURANCE PREMIUM	MANAGER'S OFFICE	1,930.54
IPBC	FEBRUARY INSURANCE PREMIUM	MANAGER'S OFFICE	4.20
IPBC	FEBRUARY INSURANCE PREMIUM	PUBLIC WORKS	8,377.15
IPBC	FEBRUARY INSURANCE PREMIUM	PUBLIC WORKS	6,471.95
IPBC	FEBRUARY INSURANCE PREMIUM	FIRE DEPARTMENT	26,463.37
IPBC	FEBRUARY INSURANCE PREMIUM	PUBLIC WORKS	4,276.81
IPBC	FEBRUARY INSURANCE PREMIUM	PUBLIC WORKS	5,239.61
IPBC	FEBRUARY INSURANCE PREMIUM	PUBLIC WORKS	6,535.19
IPBC	FEBRUARY INSURANCE PREMIUM	PUBLIC WORKS	524.67
IPBC	FEBRUARY INSURANCE PREMIUM	PUBLIC WORKS	261.77
IPBC	FEBRUARY INSURANCE PREMIUM	MANAGER'S OFFICE	57,013.43
IPBC	FEBRUARY INSURANCE PREMIUM	PUBLIC WORKS	4,591.09
IPBC	FEBRUARY INSURANCE PREMIUM	POLICE DEPARTMENT	4,622.67
IPBC	FEBRUARY INSURANCE PREMIUM	POLICE DEPARTMENT	13,642.90
IPBC	FEBRUARY INSURANCE PREMIUM	POLICE DEPARTMENT	25.20
IPBC	FEBRUARY INSURANCE PREMIUM	POLICE DEPARTMENT	58,937.05
IPBC	FEBRUARY INSURANCE PREMIUM	FIRE DEPARTMENT	2,671.75
IPBC	FEBRUARY INSURANCE PREMIUM	FIRE DEPARTMENT	3,734.18
IPBC	FEBRUARY INSURANCE PREMIUM	FIRE DEPARTMENT	12.60
IPBC	FEBRUARY INSURANCE PREMIUM	POLICE DEPARTMENT	5,105.74
IPBC	FEBRUARY INSURANCE PREMIUM	PUBLIC WORKS	12.60
Total IPBC:			239,407.03
J.U.L.I.E., INC.	JULIE MESSAGES	PUBLIC WORKS	3,118.24
Total J.U.L.I.E., INC.:			3,118.24
JAMES GANNON	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	1,425.60
Total JAMES GANNON:			1,425.60
JONES PARTS & SERVICE INC	STEET DEPT PLOW TRUCK CIRCUIT BREAKER	PUBLIC WORKS	23.27
JONES PARTS & SERVICE INC	STEET DEPT PLOW TRUCK MIRROR	PUBLIC WORKS	707.85
JONES PARTS & SERVICE INC	STREET DEPT PLOW TRUCK ELECTRICAL TERMINAL	PUBLIC WORKS	5.19
JONES PARTS & SERVICE INC	STREET DEPT PLOW TRUCK ELECTRICAL CABLE	PUBLIC WORKS	109.82

Name	Description	DEPARTMENT	Net Invoice Amount
Total JONES PARTS & SERVICE INC:			846.13
KATELYNN HANSCOM	RENTAL DEPOSIT REFUND	ASSETS	77.95
Total KATELYNN HANSCOM:			77.95
KENNETH REUSNOW	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	1,065.60
Total KENNETH REUSNOW:			1,065.60
LANER MUCHIN, LTD	RETAINER/LABOR RELATIONS	MANAGER'S OFFICE	3,666.67
Total LANER MUCHIN, LTD:			3,666.67
LAW OFFICE OF DENNIS G GIA	ADMINISTRATIVE HEARING OFFICER	MANAGER'S OFFICE	525.00
Total LAW OFFICE OF DENNIS G GIANOPOLUS:			525.00
MAPLE TREE INN, INC	PAYMENT 4 OF 6	PUBLIC WORKS	72,000.00
Total MAPLE TREE INN, INC:			72,000.00
MAREN RONAN	LOBBYING SERVICES	MANAGER'S OFFICE	3,000.00
Total MAREN RONAN:			3,000.00
MARIAN KIEPURA	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	288.00
Total MARIAN KIEPURA:			288.00
MEDICAL REIMBURSEMENT SE	AMBULANCE FEES	ASSETS	207.08
Total MEDICAL REIMBURSEMENT SERVICES:			207.08
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	162.84
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	19.98
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	16.99
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	88.26
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	36.98
MENARDS INC	VEHICLE WASH SUPPLIES	PUBLIC WORKS	50.00
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	40.96
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	51.26
Total MENARDS INC:			467.27
MONARCH AUTO SUPPLY	POLICE DEPT UTILITY ENGINE PARTS	PUBLIC WORKS	125.58
MONARCH AUTO SUPPLY	WATER DEPT PICKUP AIR FILTERS	PUBLIC WORKS	59.96
MONARCH AUTO SUPPLY	STREET DEPT PLOW AIR FILTERS	PUBLIC WORKS	67.10
MONARCH AUTO SUPPLY	STREET DEPT PLOW TRUCK MIRROR BRACKET	PUBLIC WORKS	66.10
MONARCH AUTO SUPPLY	WATER DEPT PICKUP O2 SENSOR	PUBLIC WORKS	72.22
MONARCH AUTO SUPPLY	STREET DEPT PLOW TRUCK OIL FILTERS	PUBLIC WORKS	17.25
MONARCH AUTO SUPPLY	VEHICLE MAINT DEPT WASHER SOLVENT	PUBLIC WORKS	25.74
MONARCH AUTO SUPPLY	STREET DEPT PLOW TRUCK HYDRAULIC HOSE FITTING	PUBLIC WORKS	100.14
MONARCH AUTO SUPPLY	POLICE DEPT CIU WHEEL NUTS	PUBLIC WORKS	21.80
MONARCH AUTO SUPPLY	STREET DEPT PLOW TRUCK HYDRAULIC HOSE FITTING	PUBLIC WORKS	257.12
MONARCH AUTO SUPPLY	STREET DEPT PLOW TRUCK HEATER HOSES	PUBLIC WORKS	7.14

Name	Description	DEPARTMENT	Net Invoice Amount
MONARCH AUTO SUPPLY	STREET DEPT TRUCK GALVANIZE COAT	PUBLIC WORKS	17.82
MONARCH AUTO SUPPLY	VEHICLE MAINT DEPT DIESEL EXHAUST FLUID	PUBLIC WORKS	74.32
MONARCH AUTO SUPPLY	STREET DEPT PLOW TRUCK HYDRAULIC HOSE	PUBLIC WORKS	23.72
MONARCH AUTO SUPPLY	STREET DEPT PLOW TRUCK TRANSMISSION FLUID	PUBLIC WORKS	46.99
MONARCH AUTO SUPPLY	STREET DEPT PLOW TRUCK HYDRAULIC HOSE FITTING	PUBLIC WORKS	88.30
MONARCH AUTO SUPPLY	STREET DEPT PLOW TRUCK COOLANT	PUBLIC WORKS	78.36
MONARCH AUTO SUPPLY	VEHICLE MAINT DEPT DIESEL EXHAUST FLUID	PUBLIC WORKS	163.71
Total MONARCH AUTO SUPPLY:			1,313.37
MUNICIPAL COLLECTION SERVI	MCSI COLLECTION FEES -- ALARMS	POLICE DEPARTMENT	317.90
MUNICIPAL COLLECTION SERVI	MCSI COLLECTION FEES -- MOVE	POLICE DEPARTMENT	68.75
Total MUNICIPAL COLLECTION SERVICES:			386.65
NICOR	JANUARY UTILITIES	PUBLIC WORKS	9,706.34
NICOR	JANUARY UTILITIES	PUBLIC WORKS	466.47
NICOR	JANUARY UTILITIES	PUBLIC WORKS	50.32
Total NICOR:			10,223.13
OTTOSEN DINOLFO HASENBAL	CONTRACTING/CONSULTING	MANAGER'S OFFICE	175.50
Total OTTOSEN DINOLFO HASENBALG & CASTALDO LTD:			175.50
PAUL ZAREMBA	CONTRACTING/CONSULTING	MANAGER'S OFFICE	3,750.00
Total PAUL ZAREMBA:			3,750.00
PENNY BRADSHAW	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	1,208.00
Total PENNY BRADSHAW:			1,208.00
QUANTUM GRAPHICS LLC	DESIGNER USED TO CREATE SIGN	MANAGER'S OFFICE	130.00
Total QUANTUM GRAPHICS LLC:			130.00
RELIANCE SAFETY LANE & SE	VEHICLE MAINT - FD	FIRE DEPARTMENT	32.50
RELIANCE SAFETY LANE & SE	VEHICLE MAINT - FD	FIRE DEPARTMENT	65.00
Total RELIANCE SAFETY LANE & SERVICE:			97.50
ROMEOVILLE FIRE ACADEMY	FULL TIME TRAINING	FIRE DEPARTMENT	1,200.00
Total ROMEOVILLE FIRE ACADEMY:			1,200.00
RONALD J. NIXON	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	10.00
RONALD J. NIXON	CSO UNIFORM EXPENSE	POLICE DEPARTMENT	60.00
Total RONALD J. NIXON:			70.00
RR MULCH & SOIL, LLC	STRAW BLANKET FOR MSC SEEDING	PUBLIC WORKS	74.00
Total RR MULCH & SOIL, LLC:			74.00
RUSO POWER EQUIPMENT	CHAINSAW	PUBLIC WORKS	629.99
RUSO POWER EQUIPMENT	CHAINSAW/CHEMICAL GLOVES, AND AX	PUBLIC WORKS	154.49

Name	Description	DEPARTMENT	Net Invoice Amount
RUSO POWER EQUIPMENT	ROUND UP	PUBLIC WORKS	169.98
Total RUSSO POWER EQUIPMENT:			954.46
SAMUEL BERRUM	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	333.33
Total SAMUEL BERRUM:			333.33
SARAH JOHANNA MEEKS	CONTRACTUAL GRAPHIC DESIGN, SOCIAL MEDIA	MANAGER'S OFFICE	513.00
SARAH JOHANNA MEEKS	CONTRACTUAL WORKS 1/16-1/30	MANAGER'S OFFICE	351.00
Total SARAH JOHANNA MEEKS:			864.00
SEBIS - POSTAGE	SEBIS POSTAGE JANUARY 2021	PUBLIC WORKS	2,655.02
Total SEBIS - POSTAGE:			2,655.02
SEBIS DIRECT, INC	SEBIS MONTHLY DECEMBER 2021	PUBLIC WORKS	726.87
Total SEBIS DIRECT, INC:			726.87
SECRETARY OF STATE	CONFIDENTIAL PLATE RENEWAL	PUBLIC WORKS	155.00
Total SECRETARY OF STATE:			155.00
SHERWIN WILLIAMS	PAINT	PUBLIC WORKS	177.43
Total SHERWIN WILLIAMS:			177.43
SiteOne LANDSCAPE SUPPLY L	HERBICIDE AND CLEANERS	PUBLIC WORKS	758.86
SiteOne LANDSCAPE SUPPLY L	WEED CONTROL CHEMICALS	PUBLIC WORKS	1,091.40
SiteOne LANDSCAPE SUPPLY L	SPRAY NOZZLES AND SCREENS	PUBLIC WORKS	87.89
Total SiteOne LANDSCAPE SUPPLY LLC:			1,938.15
SOUND INCORPORATED	50% ANNUAL MAINT SECURITY CAMERAS 2/1/21 - 7/31/21	MANAGER'S OFFICE	2,956.50
Total SOUND INCORPORATED:			2,956.50
SOUTH SUBURBAN HUMANE S	ANIMAL IMPOUND FEES	POLICE DEPARTMENT	350.00
Total SOUTH SUBURBAN HUMANE SOCIETY:			350.00
STANARD & ASSOCIATES INC.	RECRUITMENT	MANAGER'S OFFICE	1,510.00
Total STANARD & ASSOCIATES INC.:			1,510.00
SWIFT SAW & TOOL SUPPLY	VEHICLE MAINTENANCE THREAD TAPS	PUBLIC WORKS	91.85
Total SWIFT SAW & TOOL SUPPLY:			91.85
TEMPERATURE EQUIPMENT C	HEATING REPAIRS - PW	PUBLIC WORKS	52.00
TEMPERATURE EQUIPMENT C	HEATING REPAIRS - PW	PUBLIC WORKS	24.57
TEMPERATURE EQUIPMENT C	HEATING REPAIRS - PW	PUBLIC WORKS	347.36
TEMPERATURE EQUIPMENT C	HEATING REPAIRS - PW	PUBLIC WORKS	52.00

Name	Description	DEPARTMENT	Net Invoice Amount
Total TEMPERATURE EQUIPMENT CO:			475.93
TERMINAL SUPPLY COMPANY	VEHICLE MAINT ELECTRICAL REPAIR CONNECTORS	PUBLIC WORKS	236.48
TERMINAL SUPPLY COMPANY	VEHICLE MAINT HD CABLE TIES	PUBLIC WORKS	88.47
Total TERMINAL SUPPLY COMPANY:			324.95
TERMINIX PROCESSING CNTR	PEST CONTROL SERVICE	PUBLIC WORKS	109.00
TERMINIX PROCESSING CNTR	PEST CONTROL SERVICE	PUBLIC WORKS	110.00
Total TERMINIX PROCESSING CNTR:			219.00
THELMA BANKHEAD	REQUESTED WATER REFUND	PUBLIC WORKS	55.47
Total THELMA BANKHEAD:			55.47
TRAINING CONCEPTS INC	CPR /1ST AID MANUAL AND TRAINING COURSE	PUBLIC WORKS	257.00
TRAINING CONCEPTS INC	HEARTSAVER INSTRUCTOR TRAINING	POLICE DEPARTMENT	415.00
Total TRAINING CONCEPTS INC:			672.00
TRL TIRE SERVICE	PUBLIC WORKS ADMIN PICKUP TIRE	PUBLIC WORKS	140.05
TRL TIRE SERVICE	POLICE DEPT CIU VAN TIRES	PUBLIC WORKS	450.94
Total TRL TIRE SERVICE:			590.99
TYLER SWYNDROSKI	HSA - ER CONTRIBUTION	ASSETS	1,000.00
Total TYLER SWYNDROSKI:			1,000.00
VERIZON WIRELESS	MOBILE PHONE SERVICE-ALL DEPTS	MANAGER'S OFFICE	1,685.36
Total VERIZON WIRELESS:			1,685.36
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	MANAGER'S OFFICE	4.48
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES-FIN	MANAGER'S OFFICE	20.28
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES-FIN	MANAGER'S OFFICE	30.00
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	PUBLIC WORKS	96.87
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES-FIN	MANAGER'S OFFICE	31.13
Total WAREHOUSE DIRECT OFFICE PDTS:			182.76
WENTWORTH TIRE SERVICE IN	STREET DEPT LOADER TIRE REPAIR	PUBLIC WORKS	366.49
Total WENTWORTH TIRE SERVICE INC:			366.49
WEST SIDE TRACTOR SALES	WATER DEPT BACKHOE HYD BREAKER FITTINGS	PUBLIC WORKS	854.62
WEST SIDE TRACTOR SALES	STREET DEPT LOADER WHEEL RIM	PUBLIC WORKS	2,213.87
WEST SIDE TRACTOR SALES	WATER DEPT BACKHOE BUCKET CYLINDER SEAL KIT	PUBLIC WORKS	805.62
WEST SIDE TRACTOR SALES	WATER DEPT BACKHOE FUEL CAP	PUBLIC WORKS	106.40
Total WEST SIDE TRACTOR SALES:			3,980.51
Grand Totals:			518,536.12

Name	Description	DEPARTMENT	Net Invoice Amount
------	-------------	------------	-----------------------

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





## BOARD AGENDA MEMORANDUM

DATE OF MEETING: February 8, 2022

---

**To:** Napoleon Haney, Village Manager

**From:** John D. Schaefer, Director of Public Works

**Topic:** MFT Supplemental Resolution – Rock Salt

### PURPOSE

The Motor Fuel Tax assists the Village with the expenses incurred while maintaining streets and highways under the applicable provisions of the Illinois Highway Code. This includes the purchase of rock salt. The appropriation of these funds requires Board approval.

### PROCESS

Attached for Village Board consideration is an IDOT Resolution for Maintenance of Streets and Highways by Municipality under the Illinois Highway Code appropriating the sum of \$69,000.00 of Motor Fuel Tax funds to cover the cost of rock salt.

### OUTCOME

N/A

### FINANCIAL IMPACT

- **Funding Source:** Motor Fuel Tax
- **Budgeted Amount:** \$120,000
- **Cost:** \$69,000

### LEGAL REVIEW

Not Required

### RECOMMENDED BOARD ACTION

Pass a resolution for the appropriation of \$69,000 from the Motor Fuel Tax fund for the purchase of rock salt.

### ATTACHMENT(S)

Resolution



**Resolution for Maintenance  
Under the Illinois Highway Code**



Resolution Number	Resolution Type	Section Number
R-3098	Supplemental	22-00000-00-GM

BE IT RESOLVED, by the President and Board of Trustees of the Village of Homewood of Illinois that there is hereby appropriated the sum of Sixty Nine Thousand and NO/100 Dollars ( \$69,000.00 )

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 05/01/21 to 04/30/22 Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village of Homewood shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Marilyn Thomas Village Clerk in and for said Village of Homewood in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

President and Board of Trustees of Homewood at a meeting held on 02/08/22 Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 8th day of February, 2022 Day Month, Year

(SEAL)

Clerk Signature

**APPROVED**

Regional Engineer  
Department of Transportation

Date

### Instructions for BLR 14220

This form shall be used when a Local Public Agency (LPA) wants to perform maintenance operations using Motor Fuel Tax (MFT) funds. Refer to Chapter 14 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. This form is to be used by a Municipality or a County. Road Districts will use BLR 14221. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Resolution Number	Insert the resolution number as assigned by the LPA, if applicable.
Resolution Type	From the drop down box, choose the type of resolution: -Original would be used when passing a resolution for the first time for this project. -Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions. -Amended would be used when a previously passed resolution is being amended.
Section Number	Insert the section number of the improvement covered by the resolution.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Resolution Amount	Insert the dollar value of the resolution for maintenance to be paid for with MFT funds in words, followed by the same amount in numerical format in the ().
Beginning Date	Insert the beginning date of the maintenance period. Maintenance periods must be a 12 or 24 month consecutive period.
Ending Date	Insert the ending date of the maintenance period.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Name of Clerk	Insert the name of the LPA Clerk.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day the Clerk signed the document.
Month, Year	Insert the month and year of the clerk's signature.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation representative shall sign and date here upon approval.

**Three (3) certified signed originals must be submitted to the Regional Engineer's District office. Following IDOT's approval, distribution will be as follows:**

Local Public Agency Clerk  
 Engineer (Municipal, Consultant or County)  
 District



## BOARD AGENDA MEMORANDUM

DATE OF MEETING: February 8, 2022

---

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

**From:** Napoleon Haney, Village Manager

**Topic:** Hartford Building Development – Assignment of Agreement and TIF Note

### PURPOSE

The Village of Homewood entered into a redevelopment agreement (RDA) on July 27, 2021 to develop the former Triumph Building into a mixed-use residential apartment building. The developer's lending institution (Lender) requires that the RDA and its terms and conditions be assigned to the Lender to secure the developer's obligations to the lender.

### PROCESS

The Village provided Tax Increment Financing incentives to the developer of the Hartford Building development. As a condition of the loan from the lending institution, the developer is required to assign the incentives to the lending institution. This assignment protects the lending institution and may ensure the proposed development is completed should the developer default on the loan. The key benefits related to the assignment are listed below.

- The bank cannot receive any of the redevelopment agreement benefits or payments unless the developer defaults on the loan for this project.
- Should the developer default on the loan, and the bank forecloses, the bank (or a subsequent owner) will only receive the Redevelopment Agreement benefits if they comply with the Developer's obligations under the Redevelopment Agreement.
- The Village and the Developer cannot amend the Redevelopment Agreement without the bank's permission.

### OUTCOME

Upon approval of the attached resolution, should the borrower/developer default on its loan, the lending institution is allowed to receive the benefits (TIF incentives) that would have gone to the developer, provided the lending institution, or whoever acquired the property through foreclosure, etc., honors the original terms and conditions of the redevelopment agreement.

### FINANCIAL IMPACT

**Funding Source:** N/A

**Budgeted Amount:** N/A

**Cost:** N/A

## VILLAGE OF HOMEWOOD

Item 9. B.



### LEGAL REVIEW

Completed

### RECOMMENDED BOARD ACTION

Pass a resolution approving the assignment of a redevelopment agreement and TIF note proceeds to CNB Bank & Trust, N.A. of Alton, IL to secure construction loans given to HCF Homewood, LLC.

### ATTACHMENT(S)

- Resolution
- Assignment

## RESOLUTION NO. R- 3099

### A RESOLUTION APPROVING THE ASSIGNMENT OF A REDEVELOPMENT AGREEMENT AND TIF NOTE PROCEEDS TO CNB BANK & TRUST, N.A. TO SECURE CONSTRUCTION LOANS GIVEN TO HCF HOMEWOOD, LLC.

WHEREAS, the Village of Homewood (THE “Village”) and HCF Homewood, LLC (the “Developer”) have entered into a restated Redevelopment Agreement dated July 27, 2021 (the “Development Agreement”), for construction of a mixed-use building on the southwest corner of Ridge Road and Martin; and

WHEREAS, under the Redevelopment Agreement, the Village has agreed to reimburse the Developer for up to \$7,000,000.00 of TIF eligible costs; and

WHEREAS, the Developer and CNB Bank & Trust, N.A. (the “Lender”) have entered into Loan Agreements granting the Developer construction loans to construct the property as contemplated by the Redevelopment Agreement; and

WHEREAS, the Lender has required, as an express condition to extending Loans that (a) the Developer assign all of its rights under the Redevelopment Agreement to the Lender to secure the Developer’s obligations to the Lender, and (b) the Village agree to certain other matters in the attached “Assignment of Redevelopment Agreement and TIF Note” attached to this resolution as Exhibit A.

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

#### **SECTION ONE – APPROVAL OF ASSIGNMENT AGREEMENT:**

The attached Assignment of Redevelopment Agreement and TIF Note is approved and the Village President is authorized to sign the document on behalf of the Village.

#### **SECTION TWO – EFFECTIVE DATE:**

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

PASSED and APPROVED this 8th day of February, 2022.

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

ATTEST:

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

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

Adam R. Moreland  
 CHUHAK & TECSON, P.C.  
 30 S. Wacker Drive, 26<sup>th</sup> Floor  
 Chicago, Illinois 60606

Upon recording to  
 be returned to:

CNB BANK & TRUST, N.A.  
 Oak Forest Branch  
 5459 W. 159<sup>th</sup> St.  
 Oak Forest, Illinois 60452

### ASSIGNMENT OF REDEVELOPMENT AGREEMENT AND TIF NOTE

THIS ASSIGNMENT OF REDEVELOPMENT AGREEMENT AND TIF NOTE (this “**Agreement**”), is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2022, by and among the VILLAGE OF HOMEWOOD, Cook County, Illinois, an Illinois municipal corporation (the “**Village**”), HCF HOMEWOOD, LLC, an Illinois limited liability company (the “**Developer**”), and CNB BANK & TRUST, N.A., a national banking association (the “**Lender**”).

#### WITNESSETH:

WHEREAS, Village and the Developer have entered into that certain First Restatement of the Redevelopment Agreement dated as of July 27, 2021 (the “**Development Agreement**”), pertaining to the development of a mixed-use building (the “**Improvements**”) on the property legally described on Exhibit A attached hereto and hereby made a part hereof (the “**Land**”, and, together with the Improvements, the “**Project**”); and

WHEREAS, pursuant to the Development Agreement, the Village is to execute those certain Village of Homewood Taxable Non-Recourse Subordinate Lien Tax Increment Revenue Note, Series 2021, in the aggregate principal amount of up to \$3,558,877.00 (collectively the “**TIF Notes**”) upon compliance with the terms and conditions of the Development Agreement; and

WHEREAS, pursuant to the Development Agreement, the Village has agreed to reimburse the Developer for costs eligible to be reimbursed in an amount up to \$7,000,000.00; and

WHEREAS, the Developer and the Lender have entered into that certain Loan Agreement dated as of \_\_\_\_\_, 2022 (the “**Real Estate Loan Agreement**”), concerning the extension by the Lender to the Developer of a real estate construction loan in the original principal amount of \$8,000,000.00 (the “**Real Estate Loan**”); and

WHEREAS, the obligation of the Borrower to repay the Real Estate Loan is evidenced by that certain Note dated as of the date hereof (the “**Real Estate Note**”) in the original principal amount of \$8,000,000; and



WHEREAS, the Real Estate Note is secured by, among other things, that certain Mortgage dated as of \_\_\_\_\_, 2022 (the “**Senior Mortgage**”), executed by the Developer in favor of the Lender; and

WHEREAS, the Developer and the Lender have entered into that certain Loan Agreement dated as of \_\_\_\_\_, 2022 (the “**TIF Loan Agreement**” and together with the Real Estate Loan Agreement, the “**Loan Agreements**”), concerning the extension by the Lender to the Developer of a TIF loan in the original principal amount of \$500,000.00 (the “**TIF Loan**” and together with the Real Estate Loan, collectively, the “**Loans**”); and

WHEREAS, the obligation of the Borrower to repay the TIF Loan is evidenced by that certain Note dated as of the date hereof (the “**Lender TIF Note**” and together with the Real Estate Note, the “**Lender Notes**”) in the original principal amount of \$500,000; and

WHEREAS, the Lender TIF Note is secured by, among other things, that certain junior Mortgage dated as of \_\_\_\_\_, 2022 (the “**Junior Mortgage**” and collectively with the Senior Mortgage, the “**Mortgages**”), executed by the Developer in favor of the Lender; and

WHEREAS, the Lender has required, as an express condition to extending Loans pursuant to the Loan Agreements (a) that the Developer assign all of its rights under the Development Agreement and the TIF Note to the Lender to secure the obligations of the Developer to the Lender under the Lender Notes, and (b) that the Village agrees to certain other matters, all as more fully contained herein.

NOW THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Developer hereby assigns to the Lender all of its right, title and interest under and pursuant to the Development Agreement and the TIF Note, when issued, including, but not limited to, the right to receive payments under the TIF Note to secure the Developer’s obligations under the Lender Notes and the Loan Agreements.

2. To perfect the Lender’s security interest in the TIF Note, upon satisfaction of all conditions under the Development Agreement to the issuance of the TIF Note, the Village shall endorse and issue the TIF Note directly to the Lender, and send the original thereof to the address set forth in Section 13 hereof.

3. The Developer hereby represents and warrants to the Lender that there have been no prior assignments of the Development Agreement or the TIF Note, that the Development Agreement is and the TIF Note will be valid enforceable agreements and that neither the Developer nor the Village is in default thereunder and that all covenants, conditions and agreements have been performed as required therein, except those not to be performed until after the date hereof. The Developer hereby agrees not to sell, assign, pledge, mortgage or otherwise transfer or encumber its interest in the Development Agreement or the TIF Note as long as this Agreement is in effect. The Developer hereby irrevocably constitutes and appoints the Lender as its attorney-in-fact to demand, receive and enforce the Developer’s rights with respect to the Development Agreement and the TIF Note for and on behalf of and in the name of the Developer

or, at the option of the Lender, in the name of the Lender, with the same force and effect as the Developer could do if this Agreement had not been made.

4. This Agreement shall constitute a perfected, absolute and present assignment, provided that the Lender shall have no right under this Agreement to enforce the provisions of the Development Agreement or the TIF Note or exercise any rights or remedies under this Agreement until an Event of Default (as defined in the Loan Agreement) shall occur and be continuing.

5. This Agreement constitutes a Security Agreement under the Uniform Commercial Code as adopted in the State of Illinois ("UCC"). Upon the occurrence of an Event of Default, the Lender may, without affecting any of its rights or remedies against the Developer under any other instrument, document or agreement, exercise its rights under this Agreement as the Developer's attorney-in-fact in any manner permitted by law and in addition the Lender shall have the right to exercise and enforce any and all rights and remedies available after a default to a secured party under the UCC. If notice to the Developer of any intended disposition of collateral or of any intended action is required by law in any particular instance, such notice shall be commercially reasonable if given in writing at least ten (10) days prior to the intended disposition or other action. Any payments received by the Lender pursuant to the Redevelopment Agreement or TIF Note shall be applied by the Lender against amounts owed by the Developer under the Lender Notes and the Loan Agreements.

6. The Village hereby consents and agrees to the terms and conditions of this Agreement. The Village further represents to the Lender that the Development Agreement is, and upon issuance the TIF Note will be, valid agreements and that neither of the Village nor the Developer is in default thereunder and that all covenants, conditions and agreements have been performed as required therein, except those not to be performed until after the date hereof.

7. The Village hereby acknowledges that it has approved Project (as defined in the Development Agreement).

8. The Village hereby subordinates the Development Agreement to the Mortgages.

9. The Village agrees that the obligations of the Developer, and the rights of the Village, with respect to the commencement of construction and completion of Project under the Development Agreement shall, in all respects, be subordinate to the rights of the Lender under the Mortgages.

10. The Village acknowledges and agrees that the rights of the Village with respect to the application of insurance proceeds are subordinate to the rights of the Lender under the Mortgages.

11. The Village hereby agrees to provide the Lender with copies of any notice of default given under the Development Agreement, and that the Lender shall have the right, but not the obligation, to cure any such default on behalf of the Developer within the time period specified in the Development Agreement.

12. The Village hereby approves the assignment by the Developer of its rights under the Development Agreement and the TIF Note to the Lender pursuant to the terms of this Agreement.

13. The parties hereto hereby agree that no change or amendment shall be made to the terms of the Development Agreement or the TIF Note without the prior written consent of the Lender.

14. The Village and the Developer acknowledge that the Lender is not a party to the Development Agreement, and the Lender shall not, by executing this Agreement or by exercising its rights and remedies hereunder or under the Mortgage or the Loan Agreement, incur any obligations of any kind or otherwise be or become liable to the Village or anyone, whether under the Development Agreement or otherwise; nor shall the Village, by executing this Agreement, incur any obligations of any kind or otherwise be or become liable to the Developer or the Lender or anyone, whether under the Mortgage, the Loan Agreement or otherwise.

15. The Village hereby represents to the Lender that the making, execution, delivery and performance of this Agreement by the Village has been authorized by all necessary action of the Village, and that this Agreement is the valid and binding obligation of the Village, enforceable against the Village and its respective successors and assigns in accordance with its terms.

16. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by certified mail, return receipt requested, postage prepaid, and addressed as indicated below. The Village, the Developer and the Lender may, by written notice by each to the others, designate any other address or addresses to which notices, certificates or other communications to them may be sent. Unless otherwise provided by the respective parties, all notices, certificates and communications to each of them shall be addressed as follows:

**IF TO THE VILLAGE:**

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

**WITH A COPY TO:**

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

**IF TO THE DEVELOPER:**

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

IF TO THE LENDER:

CNB BANK & TRUST, N.A.  
 9400 W. 179<sup>th</sup> St.  
 Tinley Park, Illinois 60487  
 Attention: Michael Liskiewicz

17. The Village agrees that in the event the Lender, a transferee of the Lender, or a purchaser at foreclosure sale, acquires title to the Project pursuant to foreclosure, or a deed in lieu thereof, the Lender, transferee or purchaser shall not be bound by the terms and conditions of the Development Agreement. Further, the Village agrees that in the event the Lender, a transferee of the Lender or a purchaser at foreclosure sale acquires title to the Project pursuant to a foreclosure sale or a deed in lieu thereof, then the Lender, transferee or purchaser shall be entitled to all rights conferred upon the Developer under the Development Agreement and the TIF Note, provided that no condition of default exists and remains uncured beyond any applicable cure periods in the obligations of the Developer under the Development Agreement and provided such party complies with all requirements of the Developer under the Development Agreement.

18. This Agreement may be waived, modified, amended, terminated, or discharged only explicitly in a writing signed by the Lender. A waiver by the Lender shall be effective only in a specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Lender's rights or remedies hereunder. All rights and remedies of the Lender shall be cumulative and may be exercised singularly or concurrently, at the Lender's option, and any exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other.

19. No provision of this Agreement shall be deemed or construed to alter, amend or modify, in any way, the rights and remedies of the Village contained in the Development Agreement.

20. This Agreement shall be binding upon the Village, the Developer and the Lender and their respective successors and assigns and shall inure to the benefit of and may be enforced by the Lender and its successors and assigns, including the purchaser in any foreclosure sale or the transferee in any transfer in lieu of foreclosure of the Project.

21. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**[SIGNATURE PAGE TO ASSIGNMENT OF REDEVELOPMENT AGREEMENT AND  
TIF NOTE]**

IN WITNESS WHEREOF, the parties hereto have made and entered into this Agreement as of the day and year first above written.

VILLAGE OF HOMEWOOD, an Illinois municipal corporation

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

STATE OF ILLINOIS            )  
  ) ss  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me, by \_\_\_\_\_, the \_\_\_\_\_, of the Village of Homewood, an Illinois municipal corporation, on behalf of the Village of Homewood.

IN WITNESS WHEREOF, I have set my hand and my official seal this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

**[SIGNATURE PAGE TO ASSIGNMENT OF REDEVELOPMENT AGREEMENT AND  
TIF NOTE]**

HCF HOMEWOOD, LLC, an Illinois  
limited liability company

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

Name: \_\_\_\_\_

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

STATE OF ILLINOIS            )  
  ) ss  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me, by \_\_\_\_\_, the  
\_\_\_\_\_ of HCF Homewood, LLC, an Illinois limited liability company, for and on behalf  
of the limited liability company.

IN WITNESS WHEREOF, I have set my hand and my official seal this \_\_\_\_ day of  
\_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

**[SIGNATURE PAGE TO ASSIGNMENT OF REDEVELOPMENT AGREEMENT AND  
TIF NOTE]**

CNB BANK & TRUST, N.A., a national banking  
association

By: \_\_\_\_\_  
Name: Michael Liskiewicz  
Its: Market President

STATE OF ILLINOIS            )  
  ) ss  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me, by Michael Liskiewicz, the Market president of CNB BANK & TRUST, N.A., a national banking association, for and on behalf of said national banking association.

IN WITNESS WHEREOF, I have set my hand and my official seal this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

**EXHIBIT A****PARCEL 1:**

LOT 1 IN RIDGE-MARTIN SUBDIVISION, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SUBDIVISION RECORDED MARCH 31, 2021 AS DOCUMENT NO. 2109019017, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

LOT 2 EXCEPT THE SOUTH 19.00 FEET (AS MEASURED PARALLEL TO THE EAST LINE OF LOT 2) OF THE EAST 104.00 (AS MEASURED PARALLEL TO THE SOUTH LINE OF LOT 2) AND EXCEPT THE EAST 14.00 FEET (AS MEASURED PARALLEL TO THE SOUTH LINE OF LOT 2) OF THE SOUTH 35.00 FEET (AS MEASURED PARALLEL TO THE EAST LINE OF LOT 2) IN RIDGE-MARTIN SUBDIVISION, BEING A RESUBDIVISION OF LOTS 9, 10, 11 AND 12 IN BLOCK "A" IN THE VILLAGE OF HARTFORD, 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, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 2021 AS DOCUMENT NUMBER 2109019017, IN COOK COUNTY, ILLINOIS.

PINs:           29-31-310-008-0000;  
                  29-31-310-009-0000;  
                  29-31-310-010-0000; and  
                  29-31-310-011-0000

Commonly known as: 2033-2045 Ridge Road and 18024-18048 Martin, Avenue, Homewood, Illinois 60430





## BOARD AGENDA MEMORANDUM

DATE OF MEETING: February 8, 2022

**To:** Napoleon Haney, Village Manager

**From:** John D. Schaefer, Director of Public Works

**Topic:** Emergency Purchase – Water reservoir actuator control valve

### PURPOSE

The water reservoir actuator control valve at Water Plant #1 has failed. This is an original valve from 1983 and replacement parts are no longer available because of its age. After inspection by several companies, it has been determined that the actuator needs replacement. This valve replacement requires Board approval.

### PROCESS

The valve controls the water level in the 3-million gallon reservoir and is responsible for supplying water to the entire Village water distribution system. This critical infrastructure and water supply issue must be remedied immediately. Staff cannot operate one of our main Water Plant stations remotely; therefore, filling the tank can only be done manually during working hours.

### OUTCOME

The replacement work will be done by Metropolitan Pump Company, the current contractor that supplied our new booster station and has previously performed work for the Village.

### FINANCIAL IMPACT

- **Funding Source:** Water/Sewer Fund
- **Budgeted Amount:** \$0
- **Cost:** \$21,917

### LEGAL REVIEW

Not Required

### RECOMMENDED BOARD ACTION

Approve a budget amendment in the amount of \$21,917 for the replacement of the water reservoir actuator control valve at Water Plant #1; waive competitive bidding for an emergency purchase; and authorize the replacement of a water reservoir actuator control valve by Metropolitan Pump Company, of Romeoville, IL in the amount of \$21,917.

### ATTACHMENT(S)

Quote

**METROPOLITAN****PUMP COMPANY**

A Division of METROPOLITAN INDUSTRIES, INC.

37 FORESTWOOD DRIVE • ROMEOVILLE, IL • 60446-1343

(815) 886-9200

FAX (815) 886-4573

www.metropolitanind.com

**QUOTATION**

Page 1 of 1

**PROJECT:** Reservoir Fill Valve Actuator Upgrade  
Water Pump Station #1  
Homewood, IL.

**TO:** Mr. John Schaefer - Homewood Public Works

We are pleased to have the opportunity to provide this QUOTATION for equipment and services for the subject project.

**Homewood, IL. Water Pump Station #1 - Reservoir Fill Valve Actuator Upgrade:**

Qty	Description
1	Actuator - 120 Motor Voltage, 120 Control Voltage, 120 Starts Per Hour, Open/Close Limit Switches Initial: Modulating 120 VAC Pulses Future: Modulating 4-20 mA position commands with 4-20 mA position feedback
1/L	Labor - Removal of Existing Actuator / Installation of New Actuator
1/L	Power & Control Signal Wiring - Disconnect / Reconnect
1/L	Start-up / Control Configuration / Testing / Training
1/L	Freight to Jobsite

Your COST for the above described equipment and services is as follows:

**\$21,917.00**

**Notes & Clarifications:**

The estimated lead-time for the actuator proposed is approximately 2 - 3 weeks. Normal lead-time for this actuator is estimated at 18 weeks.

If existing power / control signal wires do not reach the new actuator, additional wiring & related conduit may be needed, and is not included in this proposal.

**Included:** Equipment and Services as listed above.

**Not Included:** Valve, Conduit, Wire, PLC Programming and Anything not listed above.

**TERMS:** Net 30 days from date of invoice. All invoices are payable in full when due, with no retainage allowed.

THIS QUOTATION, SUBJECT TO THE CONDITIONS ON THE REVERSE SIDE HEREOF, MAY BE ACCEPTED ONLY BY SIGNING ONE COPY OF THIS QUOTATION AND RETURNING IT TO METROPOLITAN PUMP CO. NOT LATER THAN THE DATE INDICATED ON THE FACE HEREOF AFTER WHICH THIS QUOTATION IS VOID. THIS QUOTATION AFTER ACCEPTANCE BY BUYER MAY BE CANCELLED BY EITHER PARTY WITH NO PENALTY ONLY IF ENGINEER FAILS TO APPROVE SELLERS APPROVAL BROCHURE

Accepted:

Firm:

By:

Title:

*Village of Homewood*  
*Joseph H. Hunt*  
*Village Manager*

Quotation No:

Submitted:

Void after:

Prepared By:

Keith012422MS

January 24, 2022

30 Days

Keith Girup

Homewood Pump Station #1, Reservoir Fill Valve Actuator Upgrade Quotation



## BOARD AGENDA MEMORANDUM

DATE OF MEETING: February 8, 2022

**To:** Napoleon Haney, Village Manager

**From:** Bob Grabowski, Fire Chief

**Topic:** Plan Review Services

### PURPOSE

For many years, the Village of Homewood has outsourced much of the commercial and some of the residential plan reviews that we receive for construction. For the past 10-15 years, Homewood has contracted with Keslin Engineering Inc. of Naperville, IL for these reviews. Keslin Engineering closed on December 31, 2021 due to the owner's retirement. A request for proposal (RFP) was issued to select two new companies to perform our external plan review services. The contracts to use the services of the recommended companies require Board approval.

### PROCESS

In October 2021 the Building Division issued a request for proposal to several reputable companies that offer plan review and inspection services. The deadline to return the proposals was November 18, 2021. The Building Division received six (6) proposals from the following companies:

1. Don Morris Architects - Willowbrook, IL
2. Carlisle Group - Manteno, IL
3. B & F Construction Code Services - Elgin, IL
4. Safe/Built Illinois LLC - Grayslake, IL
5. HR Green Inc. – New Lenox, IL
6. TPI Building Code Consultants, Inc. – Elgin, IL

### OUTCOME

Staff vetted and formally reviewed all proposals that were received and determined that the two proposals that best suited our needs were from HR Green Inc. and TPI Building Code Consultants, Inc. After completing our initial review, we interviewed both companies and their representatives. Additionally, reference checks were completed for HR Green and TPI. The final recommendation from the respected references was to hire/contract with both companies.



### FINANCIAL IMPACT

The cost for plan review services is passed on to the permit holder.

- **Funding Source:** General Fund
- **Budgeted Amount:** \$20,000
- **Cost:** N/A

### LEGAL REVIEW

Completed

### RECOMMENDED BOARD ACTION

Authorize the Village President to enter into an agreement with HR Green Inc. of New Lenox, IL; and TPI Building Code Consultants Inc. of South Elgin, IL for plan review services beginning March 1, 2022 through February 28, 2023.

### ATTACHMENT(S)

- HR Green Contract
- TPI Contract



## **PROFESSIONAL SERVICES AGREEMENT**

**For**

**Village of Homewood  
Building Plan Review and Inspection Services**

Mr. Robert Grabowski – Fire Chief  
Director of Homewood Fire Department  
17950 Dixie Highway  
Homewood, IL 60430  
708-206-3400  
[bgrabowski@homewoodil.gov](mailto:bgrabowski@homewoodil.gov)

Frank Urbina, NCARB, AIA, ALA, APA  
Group Leader / Licensed Architect  
HR Green, Inc.  
323 Alana Drive  
New Lenox, IL 60045-1766  
815-759-8389

HR Green Project No.: 211590

January 2022

## **TABLE OF CONTENTS**

- 1.0 PROJECT UNDERSTANDING
- 2.0 SCOPE OF SERVICES
- 3.0 DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT
- 4.0 ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES
- 5.0 SERVICES BY OTHERS
- 6.0 CLIENT RESPONSIBILITIES
- 7.0 PROFESSIONAL SERVICES FEE
- 8.0 TERMS AND CONDITIONS

THIS **AGREEMENT** is between the Village of Homewood (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

## **1.0 Project Understanding**

### **1.1 General Understanding**

Upon contract approval and notice-to-proceed, COMPANY will provide CLIENT with COMPANY staff to perform Building Plan Review and Inspection Services. COMPANY staff will perform Building Plan Review Services remote from COMPANY office(s) and will report directly to the CLIENT as needed and determined by CLIENT.

#### **Basic Services:**

Building Plan Reviews and Building Inspections (Residential and Commercial) with COMPANY staff as needed. COMPANY staff will be ICC Certified, IDPH Certified, and State Licensed Professionals. The CLIENT will continue utilizing their in-house Permit Coordinator(s) / Administrative staff.

Building Plan submittals may be picked up by COMPANY staff, mailed using COMPANY UPS account or sent electronically as PDFs via email as required and determined by CLIENT. COMPANY will return a final complete set of plans to the client stamped "approved" or "approved as noted" or plans may be stamped by the CLIENT as requested and determined by the CLIENT. COMPANY will provide plan review letters to CLIENT via email in Word and as PDFs for their review and use.

COMPANY staff will take direction from the CLIENT Fire Chief, Building Official or Village Staff and will adhere to the CLIENT'S scheduling, reporting, software usage, equipment standards, personnel assignments, training, and policy compliance.

COMPANY staff will be International Code Council (ICC) certified and/or State Licensed Professionals and will be experienced and knowledgeable in their specific field of service. COMPANY staff will work in compliance with the CLIENT policies and adopted building codes, ordinances, and amendments.

COMPANY will work and coordinate plan reviews and inspections with the CLIENTs software system, as needed. COMPANY will attend training on Village policies including, but not limited to software, procedures, and Village Codes, Ordinances and Amendments as needed or requested.

## **2.0 Scope of Services**

The CLIENT agrees to employ COMPANY to perform the following services:

CLIENT agrees to employ COMPANY to perform Building Plan Reviews and Inspections for building projects within the CLIENTs jurisdiction as directed by CLIENT for building projects including but not limited to, Residential, Remodeling, Additions, Multi-family, Commercial, Industrial and Mixed Use.

- A. COMPANY will utilize a multi-disciplined team member(s) assigned to CLIENT as required to perform complete technical Building Plan Reviews and Building Inspections, as requested by CLIENT, to include:
- Building
  - Structural
  - Mechanical
  - Electrical
  - Plumbing
  - Energy
  - Accessibility/ADA
  - Fire Alarm
  - Fire Sprinkler
  - Life Safety
- B. COMPANY staff will verify that construction documents (plans and specifications) and building inspections comply with adopted Building Codes, Local Municipal Codes and Ordinances and Amendments, and will review third party reports such as, but not limited to, Health Department Requirements, Soils and Geological Reports, Civil Engineering Grading Drawings and Surveys, Roof and Floor Engineered Truss Design Plans and Structural Design Plans.
- C. As directed by CLIENT, COMPANY staff will track plan review comments and inspections to verify that the applicants have addressed plan review and inspection comments to achieve Code and Ordinance compliance.
- D. COMPANY will provide a consistent roster of International Code Council (ICC) Certified Inspectors and State Licensed Professionals to perform plan reviews and building inspections as required by CLIENT. COMPANY plan reviewers and building inspectors will conduct plan reviews and inspections of all building disciplines to verify that plans and construction complies with approved plans, specifications, and all applicable codes and ordinances and amendments. As directed by CLIENT, COMPANY staff will provide on-site and off-site (via telephone and email) consultation to assist residents, business owners, developers, contractors, and design professionals as required.
- E. COMPANY staff will provide plan reviews and inspection services during the CLIENT's normal business hours or as directed by CLIENT and will include:
- Excellent customer service to the public as an extension of CLIENT staff.
  - On-site and off-site problem solving and working closely with property owners through occupancy as directed by CLIENT.
  - Proficiently communicate with permit applicants to provide clear and concise direction as determined by CLIENT.
  - Participate in reviews with fire, health, and other government agencies as required and directed by CLIENT.
  - Incorporate, track and update plan reviews and inspection reports utilizing the CLIENT's computer software system.



- F. COMPANY will provide additional on-call staff (Plan Reviewers and Building Inspectors) as needed.

### 3.0 Deliverables and Schedules Included in this Agreement

The Contract Agreement shall be for a One (1) year term beginning January 1, 2022, to December 31, 2022. The CLIENT shall have the option to renew the contract for two (2) additional one (1) year terms with all terms and conditions, other than price, remaining the same.

COMPANY shall begin performing the services on or about January 10, 2020, after notice to proceed from CLIENT. The actual start date can be reviewed and amended to meet the needs of the CLIENT.

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

### 4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT, but can be added at any time per task order or escrow account setup:

- Civil Engineering – HR Green staff
- Landscape Architect / Arborist – HR Green staff
- Surveying – HR Green staff
- External Agency Reports Analysis – HR Green staff
- Environmental – HR Green staff
- Building Code Updates – HR Green staff
- Building Code Staff Training / Seminars – HR Green staff
- Building Code Facility Assessments – HR Green staff

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.

### 5.0 Services by Others

Fire Chief / Building Official – Village Staff

Permit Coordinator / Administrative Assistant – Village Staff

**Note:** COMPANY will utilize COMPANY Permit Technician/Administrative staff for remote plan review and inspection coordination and scheduling.

### 6.0 Client Responsibilities

CLIENT is to provide COMPANY appointed staff with a copy of all Local Municipal Codes and Ordinances with Amendments including Historical District and Subdivision and Sign requirements, standard permit applications, plan review and inspection forms and any other applicable forms or documents.

Professional Services Agreement  
Village of Homewood  
Building Plan Review and Inspection Services  
January 20, 2022  
Page 4 of 14

Project Type	Plan Review Lead Time	Cost
Small Residential		
Alteration / Remodel	5 business days or less	\$238.00
Garage / Accessory Structure	3 business days or less	\$238.00
Decks / Porch	3 business days or less	\$238.00
Expedited Review	3 business days or less	\$238.00
Large Residential – One- and Two-Family Dwellings (All Disciplines: Building Structural, Mechanical, Electrical, Plumbing, Accessibility, Energy)		
New Construction	5 business days or less	\$476.00
Addition	4 business days or less	\$476.00
Alteration / Remodel	4 business days or less	\$476.00
Expedited Review	3 business days or less	\$476.00
Small Commercial – Up to 4,000 SF (All Disciplines: Building Structural, Mechanical, Electrical, Plumbing, Accessibility, Energy)		
New Construction	5 business days or less	\$800.00
Addition	5 business days or less	\$800.00
Alteration / Remodel	5 business days or less	\$800.00

Professional Services Agreement  
Village of Homewood  
Building Plan Review and Inspection Services  
January 20, 2022  
Page 5 of 14

Expedited Review	3 business days or less	\$800.00
------------------	-------------------------	----------

Project Type	Plan Review Lead Time	Cost
Large Commercial – over 4,000 SF (All Disciplines: Building Structural, Mechanical, Electrical, Plumbing, Accessibility, Energy)		
4,001 SF – 7,500 SF	6 business days or less	\$1,050.00
7,501 SF – 10,000 SF	7 business days or less	\$1200.00
10,001 SF – 20,000 SF	10 business days or less	\$2400.00
20,001 SF – 40,000 SF	12 business days or less	\$3600.00
Over 40,000 SF	Fee determined by specific project. An escrow account may be established to be paid by the developer.	
Expedited Reviews	Will be performed at 50% of the listed review days noted above.	
Fire Sprinkler Systems - Based on the number of sprinkler head		
1 -200	3 business days or less	\$475.00
200-500	5 business days or less	\$952.00
501-700	6 business days or less	\$1,428.00
Expedited Reviews	At no additional cost	
Fire Alarm / Detection Systems New Systems		

Professional Services Agreement  
 Village of Homewood  
 Building Plan Review and Inspection Services  
 January 20, 2022  
 Page 6 of 14

Up to 4,000 SF	4 business days or less	\$238.00
4,001 SF – 7,500 SF	5 business days or less	\$357.00
7,501 SF – 10,000 SF	6 business days or less	\$476.00
10,001 SF – 20,000 SF	7 business days or less	\$595.00
20,001 – 40,000 SF	10 business days or less	\$714.00
Over 40,000 SF	Fee determined by specific project and complexity minimum \$714.00	
Expedited Reviews	At no additional cost	

Project Type	Plan Review Lead Time	Cost
System Alterations		
Up to 4,000 SF	3 business days or less	\$180.00
4,001 SF – 7,500 SF	4 business days or less	\$238.00
7,501 SF – 10,000 SF	5 business days or less	\$357.00
10,001 SF – 20,000 SF	6 business days or less	\$476.00
20,001 – 40,000 SF	8 business days or less	\$595.00
Over 40,000 SF	Fee determined by specific project and complexity minimum \$595.00	
Expedited Reviews	At no additional cost	

Note: All additional reviews will be at 50% of the initial review fee.

### **BILL RATE FEE SCHEDULE – 2022 (As Applicable)**

Task	Personnel	Bill Rate
Civil / Structural Engineering Reviews	Professional Engineer I / II	\$144 - \$260 per hour
Building Plan Reviews Residential and Commercial	ICC Certified Chief Building Official / Master Code Professional / Senior Building Plan Reviewer	\$121 - \$148 per hour
Licensed Architect Reviews	State Licensed Architect	\$245 per hour
Building, Mechanical and Electrical Inspections	Senior ICC Certified Building Inspector	\$119 per hour
Plumbing Inspections	IDPH Licensed & Certified Plumbing Inspector	\$100 per hour
Permit / Administrative	Permit Coordinator / Admin. Assistant	\$90 per hour
<b>NOTE: HR Green will only bill for actual time spent</b>		

## **7.0 Professional Services Fee**

### **7.1 Fees**

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

### **7.2 Invoices**

Invoices for COMPANY's services shall be submitted, monthly. Invoices shall be due and payable upon receipt. The CLIENT agrees to pay in a timely manner following the terms of the "Illinois Local Government Prompt Payment Act, 50 ILCS 505".

### **7.3 Extra Services**

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

#### **7.4 Exclusion**

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

#### **7.5 Payment**

The CLIENT agrees to pay COMPANY according to the Basic Services as selected by the CLIENT.

### **8.0 Terms and Conditions**

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

#### **8.1 Standard of Care**

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

#### **8.2 Entire Agreement**

This Agreement, and its attachments, constitutes the entire understanding between CLIENT and COMPANY relating to professional building inspection and plan review services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this Agreement, CLIENT will pay for the additional services even though an additional written Agreement is not issued or signed.

#### **8.3 Time Limit and Commencement of Services**

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed Agreement.

#### **8.4 Suspension of Services**

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this Agreement, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage

as a result of such suspension caused by any breach of this Agreement by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

#### **8.5 Book of Account**

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

#### **8.6 Insurance**

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this Agreement.

#### **8.7 Termination or Abandonment**

Either party has the option to terminate this Agreement. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this Agreement may be terminated upon seven days written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions regarding compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

#### **8.8 Waiver**

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

#### **8.9 Severability**

If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

#### **8.10 Successors and Assigns**

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

### 8.11 Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY or the CLIENT because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors, and other entities involved in this project to carry out the intent of this provision.

### 8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of law's provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this Agreement, or the performance of the services shall be brought in a court of competent jurisdiction in the State of Illinois.

### 8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers, or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

### 8.14 Attorney's Fees

If litigation arises for purposes of enforcing this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the prevailing party in the litigation. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith to the prevailing party.

### 8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.



#### **8.16 Reuse of Documents**

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify, and hold harmless COMPANY from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

#### **8.17 Failure to Abide by Design Documents or To Obtain Guidance - Omitted**

#### **8.18 Information Provided by Others**

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys, and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this contract unless indicated in the Scope of Services.

#### **8.19 Force Majeure**

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

## **8.20 Job Site Visits and Safety**

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for job site safety and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the General Contractor.

## **8.21 Hazardous Materials**

It is acknowledged by both parties that COMPANY'S scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this Agreement shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

## **8.22 Certificate of Merit – Omitted**

## **8.23 Limitation of Liability - Omitted**

## **8.24 Mutual Indemnification**

The COMPANY and the CLIENT mutually agree, to the fullest extent permitted by law, to defend, indemnify and hold each other harmless against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts and omissions in the performance of their services under this Agreement to the extent that each party is responsible for such damages, liabilities and costs.

## **8.25 Construction Observation without Design**

It is agreed that the professional services of COMPANY are limited to a review and observation of the work of the contractor to ascertain that such work is proceeding in general accordance with the contract documents and that such contract documents have not been prepared by the COMPANY. Unless otherwise stated, the CLIENT warrants that any documents provided to COMPANY by the CLIENT or by the prior consultant may be relied

upon as to their accuracy and completeness without independent investigation by the successor consultant and that the CLIENT has the right to provide such documents to COMPANY free of any claims of copyright or patent infringement or violation of any other party's rights in intellectual property. It is further agreed that the CLIENT will defend, indemnify, and hold harmless COMPANY from any claim or suit whatsoever, including all payments, expenses, or costs, arising from or alleged to have arisen from an error or omission in the plans, specifications or contract documents. COMPANY agrees to be responsible for its employees own negligent acts, errors, or omissions in the performance of their professional services.

#### **8.26 Construction Observation**

COMPANY shall visit the project at appropriate intervals (as described in the scope of services) during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The CLIENT has not retained COMPANY to make detailed inspections or to provide exhaustive or continuous project review and observation services. COMPANY does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any work on the project.

If the CLIENT desires more extensive project observation or full-time project representation, the CLIENT shall request in writing such services be provided by COMPANY as Additional Services in accordance with the terms of the Agreement.

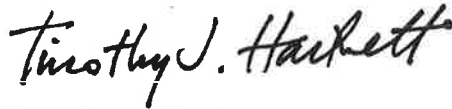
#### **8.27 Municipal Advisor**

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

Approved by:



Printed/Typed Name: Timothy J. Hartnett

Title: Vice President/Practice Leader  
Governmental Services

Date: 1-20-2022

Village of Homewood

Accepted by: \_\_\_\_\_

Printed/Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



# CERTIFICATE OF LIABILITY INSURANCE

Item 9. D.

DATE (MM/DD/YYYY)  
12/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Holmes Murphy & Assoc - CR 201 First Street SE, Suite 700 Cedar Rapids, IA 52401		<b>CONTACT NAME:</b> Ashley Hampsher <b>PHONE (A/C, No, Ext):</b> 319-896-7664 <b>E-MAIL ADDRESS:</b> ahampsher@holmesmurphy.com	<b>FAX (A/C, No):</b>														
<b>INSURED</b> HR Green, Inc. 8710 Earhart Lane SW Cedar Rapids, IA 52404		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Zurich American Insurance Company</td><td>16535</td></tr><tr><td>INSURER B: Travelers Property Casualty Company of</td><td>25674</td></tr><tr><td>INSURER C: XL SPECIALTY INS CO</td><td>37885</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER	NAIC #	INSURER A: Zurich American Insurance Company	16535	INSURER B: Travelers Property Casualty Company of	25674	INSURER C: XL SPECIALTY INS CO	37885	INSURER D:		INSURER E:		INSURER F:	
INSURER	NAIC #																
INSURER A: Zurich American Insurance Company	16535																
INSURER B: Travelers Property Casualty Company of	25674																
INSURER C: XL SPECIALTY INS CO	37885																
INSURER D:																	
INSURER E:																	
INSURER F:																	

**COVERAGES****CERTIFICATE NUMBER:** 64051974**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GLO373096712	01/01/22	01/01/23	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 4,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 4,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 4,000,000	PRODUCTS - COMP/OP AGG	\$ 4,000,000		\$
EACH OCCURRENCE	\$ 2,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000																				
MED EXP (Any one person)	\$ 10,000																				
PERSONAL & ADV INJURY	\$ 2,000,000																				
GENERAL AGGREGATE	\$ 4,000,000																				
PRODUCTS - COMP/OP AGG	\$ 4,000,000																				
	\$																				
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP373096812	01/01/22	01/01/23	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 2,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP8S97473322NF	01/01/22	01/01/23	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 10,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 10,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 10,000,000	AGGREGATE	\$ 10,000,000		\$								
EACH OCCURRENCE	\$ 10,000,000																				
AGGREGATE	\$ 10,000,000																				
	\$																				
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A			WC373096612	01/01/22	01/01/23	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER																					
E.L. EACH ACCIDENT	\$ 1,000,000																				
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
C	<b>Professional Liability</b> (Claims Made Coverage)			DPR9987508	01/01/22	01/01/23	<table border="1"><tr><td>Per Claim</td><td>5,000,000</td></tr><tr><td>Aggregate</td><td>10,000,000</td></tr></table>	Per Claim	5,000,000	Aggregate	10,000,000										
Per Claim	5,000,000																				
Aggregate	10,000,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

To Whom it May Concern

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Paula A. Simpson*





# CERTIFICATE OF LIABILITY INSURANCE

Item 9. D.

DATE (MM/DD/YYYY)  
12/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Holmes Murphy & Assoc - CR 201 First Street SE, Suite 700 Cedar Rapids, IA 52401 <b>INSURED</b> HR Green, Inc. 8710 Earhart Lane SW Cedar Rapids, IA 52404		1-800-300-0325 <b>CONTACT NAME:</b> Ashley Hampsher <b>PHONE (A/C, No, Ext):</b> 319-896-7664 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> ahampsher@holmesmurphy.com	
		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Zurich American Insurance Company <b>INSURER B:</b> Travelers Property Casualty Company of <b>INSURER C:</b> XL SPECIALTY INS CO <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 16535 25674 37885

## COVERAGES

CERTIFICATE NUMBER: 64051974

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GLO373096712	01/01/22	01/01/23	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP373096812	01/01/22	01/01/23	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP8S97473322NF	01/01/22	01/01/23	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A			WC373096612	01/01/22	01/01/23	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<b>Professional Liability</b> (Claims Made Coverage)			DPR9987508	01/01/22	01/01/23	Per Claim 5,000,000 Aggregate 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

To Whom it May Concern

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Ashley Hampsher*

## INDEPENDENT CONTRACTORS AGREEMENT

THIS AGREEMENT ENTERED INTO BY AND BETWEEN TPI Building Code Consultants, Inc., 321-325 Spruce, South Elgin, Illinois (hereinafter the "Contractor") and , Illinois (hereinafter the "CITY"), known collectively (the "PARTIES").

WHEREAS, Contractor will be performing services and work for the CITY from time to time as ordered and directed by the CITY; and

WHEREAS, Contractor agrees to perform the duties as described in Exhibit A at the rate agreed upon between the Contractor and the City;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the Contractor hereby agrees:

1. To comply with all applicable laws, regulations and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body in effect from time to time during the performance of the work. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation on the laws, regulations and rules with which Contractor must comply are, all forms of Workers Compensation Laws, the Prevailing Wage Act, all terms of the Equal Employment Opportunity clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, certification of a written sexual harassment policy in full compliance with the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4), Statutes relating to contracts let by government, all applicable civil rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations.
2. To the fullest extent permitted by law, the Contractor shall waive any right of contribution against the CITY and shall indemnify and hold harmless the CITY and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting there from, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be



liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity, which the CITY would otherwise have.

3. The Contractor shall similarly protect, indemnify and hold and save harmless, the CITY, its officers, officials, employee, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred by reasons of Contractor's breach of any of its obligations under, or Contractor's default or any provisions of the agreement. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers Compensation or Disability Benefit Acts or Employee Benefit Acts.
4. **Term.** The term of this Agreement begins \_\_\_\_\_ and ends \_\_\_\_\_, 2021, unless terminated by either party with a written 30 day notice.
5. **Insurance.** The Contractor shall provide certificates of insurance and upon request, policies of insurance, all with coverages and limits acceptable to the CITY, and evidencing at least the minimum insurance coverages and limits. In no event shall any work begin without an insurance certificate having been provided and approved by the CITY. Such certificates shall be from companies with a general rating of A and a financial size category of Class X or better, in Best's Insurance Guide. Such certificates of insurance shall provide that no insurer change, modification, or cancellation of any insurance policy or coverage shall become effective until the expiration of 30 days after written notice thereof shall have been given to the CITY. The Contractor shall, at all times during the term of this Agreement, maintain and keep in force, at the Contractor's expense, the insurance coverages provided above.
6. Contractor shall furnish any affidavit or certificate in connection with the work covered by this agreement as required by law.
7. **Availability of Personnel.** The Contractor shall provide all personnel necessary to complete the inspections. The Contractor shall notify the City as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of an inspector(s) assigned to the City. The Contractor shall have no claim for damages and shall not bill the City for additional time and materials charges as the result of any portion of the professional services which must be duplicated or redone due to such termination, reassigning, or resignation.
8. **Approval and Use of Subcontractors.** The Contractor shall perform the professional services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the City in writing. All subcontractors and subcontracts used by the Contractor shall be acceptable to, and approved in advance by, the City. The City's approval of any subcontractor or subcontract shall not relieve the Contractor of full responsibility and liability for the provision, performance, and completion of the

professional services as required by the Agreement. All professional services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Contractor.

9. **Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the professional services in a manner satisfactory to the City, the Contractor shall immediately upon notice from the City remove and replace such personnel or subcontractor. The Contractor shall have no claim for damages, for compensation in excess of the amount contained in this Agreement as a result of any such removal or replacement.
  
10. **Non-Solicitation of T.P.I. Building Code Employees.** In consideration of the mutual promises contained in this Agreement, including the understanding that T.P.I. will be providing [the Village/Township] with consultants specially-trained by T.P.I. and who will utilize T.P.I.'s confidential information and trade secrets, and in recognition that the services to be rendered to [the Village/Township] by T.P.I. are of a special and unique character, [the Village/Township] covenants, warrants and agrees that during the period of time that any individual T.P.I. employee provides consultation to [the Village/Township] and for a period of one (1) year following the last day in which any such T.P.I. employee provides such consulting services for [the Village/Township], [the Village/Township] shall not, either directly or indirectly, without the prior written consent of T.P.I., solicit, induce or otherwise offer employment to, or engage in discussions regarding employment with, any such T.P.I. employee, or assist any third party with respect to any of these actions, unless that T.P.I. employee has been separated from his or her employment or other relationship with T.P.I. for a period of six (6) consecutive months.
  
11. **Conflict of Interest.** The Contractor represents and certifies that, to the best of its knowledge, (1) no City employee or agent is interested in the business of the Contractor or this Agreement; (2) as of the date of this Agreement neither the Contractor nor any person employed or associated with the Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Contractor nor any person employed by or associated with the Contractor shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.
  
12. **No Collusion.** The Contractor represents and certifies that the Contractor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Contractor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.* The Contractor represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to

the City prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Contractor has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Contractor shall be liable to the City for all loss or damage that the City may suffer, and this Agreement shall, at the City's option, be null and void.

13. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.
14. **Assignment.** This Agreement may not be assigned by the City or by the Consultant without the prior written consent of the other party.
15. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered, either personally, by a reputable overnight courier, or by e-mail. Notices and other communications to the City shall be addressed to, and delivered at, the following address:

City/Village  
Attention:

E-mail

IT IS MUTUALLY UNDERSTOOD AND AGREED that the Contractor shall have the full control of the ways and means of performing the work referred to above and that the Contractor or its employees, representatives or subcontractors are in no sense employees of the CITY, it being specifically agreed that the Contractor bears the relationship of an independent contractor to the CITY.

**IN WITNESS WHEREOF, THE PARTIES have executed this Agreement**  
**this \_\_\_\_\_ day of \_\_\_\_\_, 2021.**

**VILLAGE OF**

**CONTRACTOR**

\_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Title**

**Attest:**

\_\_\_\_\_

**Date of Execution**

**Date of Execution**

\_\_\_\_\_, 2021

\_\_\_\_\_, 2021

## EXHIBIT A

### Fee Schedule

#### Plan Review Fee Schedule- Electronic or Hard Copy

##### One and Two-Family Dwellings (*plumbing not included*)

- a. \$425.00 per dwelling unit
- b. Expedited plan reviews are offered as our resources permit and are performed for an additional fee of 50% of the original review.
- c. All Re-reviews are 50% of original review.

#### Plumbing Plan Reviews

- All initial and re-reviews will be charged per the fee schedule below.

Type of Building	Base Price	Each Additional Fixture or Waste Opening
Single Family	\$60.00	\$2.00
Commercial & Multi-Family	\$100.00	\$4.00

#### Small Permit Plan Review Program

- 4 days or less turnaround time.
- Electronic or hard copy accepted.

Fee	Type
\$ 80.00 each	Prefab fireplace, furnace/AC, residential driveway
\$100.00 each	Residential electric service upgrade, fence, masonry fireplace, patio
\$125.00 each	Pergola
\$150.00 each	Deck, shed, pool, front porch
\$200.00 each (excludes plumbing)	Bathroom finish, electric car charging station, outdoor kitchen

#### Industrial, Commercial, and Multi-Family Structures- Electronic or Hard Copy

- Specific areas of plan examination include the disciplines of building, mechanical, electrical, energy, and accessibility standards.
- All Re-reviews are done at 50% of original fee.
- 5 business day expedited plan reviews are offered as our resources permit and are performed for an additional fee of 50% of the original review.

Gross Floor Area	Base Building	Base Building and up to two other disciplines	Base Building and up to three other disciplines
UP TO 2,500 SF	\$400.00	\$483.00	\$661.50
2,501 TO 4,000 SF	\$446.25	\$603.75	\$808.50
4,001 TO 5,000 SF	\$556.50	\$724.50	\$945.00
5,001 TO 7,500 SF	\$630.00	\$882.00	\$1,092.00
7,501 TO 10,000 SF	\$693.00	\$918.75	\$1,234.00
OVER 10,000 SF	\$761.25+ \$14.70 PER 1,000 SF OVER 10,000 SF	BLDG FEE x 1.5	BLDG FEE x 2.0

<b>Additional Reviews</b>	<b>Fee</b>
<b>Commercial Kitchen &amp; Food Processing areas</b>	\$425.00 per 1,000 SF of such areas
<b>Hazardous Areas</b>	\$425.00 per 1,000 SF of such areas
<b>Restaurant Mechanical Hood &amp; Duct System</b>	\$285.00 for 1 <sup>st</sup> hood, each additional hood reviewed at same time and within same building/unit, add \$115.00

<b>Sanitary Reviews</b>	<b>Fee</b>
<b>New Facility</b>	\$450.00
<b>Remodel Plan Review</b>	\$550.00

### Fire Plan Reviews

#### Sprinkler Systems

- All Re-reviews are done at 50% of original fee.

Fee is based on the total number of sprinklers

<b>Number of Sprinklers</b>	<b>Plan Review Fee NFPA 13 &amp; 13R</b>
<b>1 to 20</b> <i>(minimum fee)</i>	\$200.00
<b>21 to 100</b>	\$405.00
<b>101 to 200</b>	\$575.00
<b>201 to 300</b>	\$650.00
<b>301 to 500</b>	\$975.00
<b>Over 500</b>	\$975.00 plus \$0.95 per sprinkler over 500

<b>Number of Sprinklers</b>	<b>Plan Review Fee NFPA 13D</b>
<b>1 to 25</b> <i>(minimum fee)</i>	\$175.00
<b>26 to 50</b>	\$205.00
<b>51-100</b>	\$225.00
<b>over 100</b>	\$225.00 plus \$1.05 per sprinkler over 100

#### Fire Detection and Alarm Systems

- Basic fee is \$0.016 per square foot of total building area.
- Minimum review fee of \$155.00.
- All Re-reviews are done at 50% of original fee.

**Standpipe Systems**

- a. Basic Fee: \$200.00 per Standpipe.
- b. No charge for standpipes that are part of a total building sprinkler system.

**Clean Agent Suppression Systems**

- The fee is based on cubic feet in this instance as the number of nozzles and the size of the tank to be used are determined by cubic feet.

<b>Cubic Footage of Protection Area</b>	<b>Fee</b>
<b>0 to 5,000</b>	\$445.00
<b>5,001 to 10,000</b>	\$575.00
<b>Over 10,000</b>	\$575.00 plus \$.05 per cubic foot over 10,000

**Restaurant Wet Chemical Systems**

<b>Number of Nozzles</b>	<b>Fee</b>
<b>1 to 15</b>	\$275.00
<b>16 to 30</b>	\$375.00
<b>31 to 50</b>	\$485.00
<b>over 50</b>	\$485.00 plus \$8.00 per nozzle over 50
<b>Each additional hood system reviewed at the same time within the same building and unit</b>	Add \$115.00

**Subdivision Design Reviews for Fire Department Access, Water Main Sizing, and Hydrant Layout**

- Reviews are performed at an hourly rate of \$100.00 per hour.
- Minimum review fee is \$155.00.
- All Re-reviews are done at 50% of original fee.

**Fire Pumps**

- \$205.00 per system.
- All Re-reviews are done at 50% of original fee.

**Life Safety Plan Reviews**

- The fee is based on the total square footage of the building.
- Basic fee: \$0.005 per sq. ft. of the total building area.
- Minimum fee of \$170.00.
- For special buildings, add 50% to the base fee.
- No additional charge for typical floors of a building.
- All Re-reviews are done at 50% of original fee.

**Inspection/Hourly Rates**

- Same inspector can perform Building, Electrical and Mechanical Inspections; when available Licensed Plumber who is also a multi-disciplined inspector may be utilized.
- Minimum 6 consecutive hours per inspector each day.

<b>Type</b>	<b>Hourly Normal Business Days</b>	<b>After hours M-F and Saturdays until 5pm</b>	<b>After 5pm Saturdays, Sundays, &amp; Holidays</b>
<b>Building, Electrical, Mechanical Inspector</b>	\$86.00 Available for 8 hours/day only	\$129.00	\$172.00
<b>Plumbing Inspector</b>	\$86.00 Available for 8 hours/day only	\$129.00	\$172.00
<b>Master Code Professional Plan Examiner</b>	\$100.00/hour Minimum 3 hours per onsite meeting.	Not Available	Not Available