### **MEETING AGENDA**



**Board of Trustees Meeting** 

Village of Homewood February 27, 2024

Meeting Start Time: 7:00 PM

Village Hall Board Room 2020 Chestnut Road, Homewood, IL

1893

Board Meetings will be held as in-person meetings. In addition to in-person public comment during the meeting, members of the public may submit written comments by email to <a href="mailto:comments@homewoodil.gov">comments@homewoodil.gov</a> 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:

<u>Consider</u> a motion to approve the minutes from the regular meeting of the Board of Trustees held on February 13, 2024.

Claims List:

<u>Consider</u> a motion to approve the Claims List of Tuesday, February 27, 2024 in the amount of \$133,175.64.

- 7. Hear from the Audience
- 8. Meet Your Merchants
- 9. <u>Presentation(s)</u>: Chief of Police Denise McGrath will present information regarding the recently purchased Axon cameras and software used for policing purposes.
- 10. Oaths of Office: The Village Clerk will administer the oath of office to:

Hannale Nelson for the position of Records Supervisor in the Police Department.

- 11. Omnibus Vote: Consider a motion to pass, approve, authorize, accept, or award the following item(s):
  - A. Agreement/Dacra Adjudication Systems, LLC d/b/a Dacra Tech, LLC/Software: Authorize the Village President to enter into an agreement with Dacra Adjudication Systems, LLC d/b/a Dacra Tech, LLC, of Itasca, IL, for citation, adjudication, and collections processing software.
  - B. R-3175/Motor Fuel Tax Funds/Street Patching: Pass a resolution appropriating \$650,000 of Motor Fuel Tax funds to cover street patching for the period of May 1, 2024 to April 30, 2025.
  - C. Serial Raffle/Queen of Hearts/Marian Catholic High School: Authorize the issuance of a Serial Raffle License to Marian Catholic High School with the following exceptions: 1) Extend the ticket sales timeframe from the 90-day maximum to a one-year maximum 2) Waive the capped/maximum prize value of \$5,000, or allow an increase up to \$250,000.

#### 12. New Business:

<u>Letter</u> of Support/Illinois Department of Transportation/Dixie Highway: Authorize the Village President to execute a letter to the Illinois Department of Transportation in support of restriping Dixie Highway from Park Avenue to south of 175th Street to create a three-lane cross section that includes accommodations for on-street bicycle lanes.

- 13. General Board Discussion
- 14. <u>Executive Session</u>: Consider a motion to enter into executive session to discuss the following: Purchase or lease of real property under 5 ILCS 120/2(c)(5).
- 15. Adjourn

Zoom Link: <a href="https://zoom.us/">https://zoom.us/</a>

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, FEBRUARY 13, 2024 VILLAGE HALL BOARD ROOM

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

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

<u>ROLL CALL:</u> Clerk Marilyn Thomas called the roll. Those present were Village President Richard Hofeld, Trustee Anne Colton, Trustee Jay Heiferman, Trustee Vivian Harris-Jones, Trustee Lauren Roman and Trustee Alissa Opyd. Trustee Julie Willis was absent.

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

<u>MINUTES:</u> The minutes of the meeting of January 23, 2024, were presented. There were no comments or corrections.

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

<u>Roll Call:</u> AYES—Trustees Heiferman, Roman and Opyd. NAYS -None. ABSTAIN—Trustees Colton and Harris-Jones. Motion carried.

<u>CLAIMS LIST:</u> The Claims List in the amount of \$968,682.06 was presented. There were no questions from the Trustees.

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

## <u>Roll Call:</u> AYES—Trustees Colton, Heiferman, Harris-Jones, Roman, and Opyd. NAYS -None. Motion carried.

President Hofeld said three items totaled 65 percent of the Claims List: \$281,057.85 to the City of Chicago Heights for Lake Michigan water; \$253,865.09 for employees' health insurance for February; \$90,782.84 to Thorn Creek Basin Sanitary District.

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

<u>MEET THE MERCHANT</u>: Director Messaros invited Sarah Tozer\_of Gaia's Market & Refillery, the South Suburbs' first eco-friendly market. The store emphasizes using green products and reducing plastic waste. The store offers 40 products for refill and is starting a composting program.

<u>OATH OF OFFICE:</u> Clerk Thomas administered the oath to Thomas Johnson, a new deputy chief in the Homewood Police Department. Chief McGrath said Johnson has been with the department since

2009, after a stint with the Glenwood Police Department. He was promoted to sergeant in 2019, and has served as a detective, acting watch commander, patrol sergeant, and detective sergeant. He started in his new position as deputy chief on January 28, 2024.

<u>OMNIBUS REPORT</u>: The board is asked to pass, approve, authorize, accept or award the following items:

- A. Reappointments/Ethics Commission/Police Pension Board: Approve the reappointments of Daniel Wentworth to the Ethics Commission for a three-year term ending on February 13, 2027; Gregory Knoll to the Police Pension Board for a one-year term ending on February 13, 2025; and, Christopher Cummings to the Police Pension Board for a two-year term ending on February 13, 2026.
- B. Annual Report/Senior Advisory Committee: Accept the 2023 Annual Report for the Senior Advisory Committee.
- C. Annual Report/Firefighters' Pension Board: Accept the 2023 Annual Report for the Firefighters' Pension Board.
- D. Annual Report/Police Pension Board: Accept the 2023 Annual Report of the Police Pension Board.
- E. M-2279/Parking Variance/810 Maple Avenue: Pass an ordinance granting a variance from Table 44-05-01(C) in Section 44-05-01(A) General Off Street Parking Requirements to allow the operation of a carryout food service establishment with 28 parking spaces at 810 Maple Avenue.
- F. M-2280/Special Use Permit/Honeycomb Hideout/18205 Dixie Highway: Pass an ordinance granting a Special Use Permit for a place of assembly (indoor commercial) in the B-2 Downtown Transition District for "Honeycomb Hideout" at 18205 Dixie Highway, subject to the following conditions: 1) Should a separate business conduct fitness classes and programming in the Honeycomb Hideout business space, the proprietor shall register with the Village to ensure that the business complies with all municipal codes and obtains a business operation certificate; 2) Fitness Classes shall be limited to Monday-Thursday 7:00 a.m. 10:00 a.m. and 5:00 p.m. 9:00 p.m.; 3) Total occupancy for fitness classes shall not exceed 30 patrons at any specific time; 4) No alcohol is allowed on the premises without a liquor license issued by the Village.
- G. Letter of Intent/Ultra Energy Group LLC/2124 183rd Street: Approve a Letter of Intent with Ultra Energy Group LLC for the redevelopment of the Village-owned property located at 2124 183rd Street into a restaurant.
- H. Letter of Intent/Rabid Ground LLC/3003-3025 183rd Street: Approve a Letter of Intent with Rabid Ground LLC for the redevelopment of the Village-owned property located at 3003-3025 183rd Street.
- I. M-2281/Groundwater/Highway Authority Agreement/2124 183rd Street: Pass an ordinance prohibiting the use of groundwater as a potable water supply by the installation or use of potable water supply wells or by any other method; and, authorize the Village President to enter into a Highway Authority Agreement for the property located at 2124 183rd Street.

President Hofeld asked the owners of Rabid Brewing to come up and share their ideas with trustees on the proposed purchase of the property at 3003-3025 183rd Street (Item H). The owners said the new space would allow them to expand their operation, now on Bretz Drive. They will be expanding their food and beverage offerings and will continue their unique programs at Rabid Public House. Gene Steinmarch, who is helping with the purchase of the property, said he was in on the original

deal for the plaza about 30 years ago and is happy to be working with the future owners and their plans for transforming the plaza.

Trustees thanked Rabid Brewing owners for staying in Homewood, and thanked Mr. Steinmarch for his involvement in the project.

Resident Kimberly Beaty asked for an explanation on the groundwater limitations (Item I). Director Schaefer said because the property at 2124 183rd Street was a gas station, the site has gone through remediation and the stipulation is that there cannot be a well used to provide drinking water on that site or in the surrounding area.

Trustee Opyd asked the owner of 810 Maple how he will be accommodating handicapped parking if the Village granted the parking variance (Item E). The owner said he has arranged for parking in the back of the building. The restaurant will serve a Mediterranean style food that is vegan friendly.

Trustee Heiferman asked that the board take a separate vote on Item G.

A motion was made by Trustee Colton and seconded by Trustee Harris-Jones to accept Items A, B, C, D, E, F, H and I on the Omnibus Report as presented.

## <u>Roll Call:</u> AYES—Trustees Colton, Heiferman, Harris-Jones, Roman, and Opyd. NAYS -None. Motion carried.

Trustee Heiferman said he didn't believe the plans presented for a restaurant at 2124 183rd Street would be a good fit for the Village. No other trustees offered comments on Item G.

A motion was made by Trustee Colton and seconded by Trustee Opyd to accept Item G on the Omnibus Report.

## <u>Roll Call:</u> AYES—Trustees Colton, Harris-Jones, Roman, and Opyd. NAYS -Heiferman. Motion carried.

<u>GENERAL BOARD DISCUSSION:</u> Trustee Colton asked for another Committee of the Whole meeting. President Hofeld said he would speak with her about it.

Trustee Harris-Jones wished everyone a pleasant Valentine's Day.

Trustee Roman said the positive actions the board took during the meeting and the appointment of the new deputy chief were all things that emphasized the good things going on in the Village.

Trustee Opyd suggested residents enjoy their Valentine's Day evening at one of Homewood's many restaurants.

President Hofeld thanked Rabid Brewing owners for their continued support of the Village and their plans to stay in town.

<u>ADJOURN:</u> A motion was made by Trustee Heiferman and seconded by Trustee Colton to adjourn the regular meeting of the Board of Trustees.

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

The meeting adjourned at 7:32 p.m.

Respectfully submitted,

Marilyn Thomas

Village Clerk

Name	Description	DEPARTMENT	Net Invoice Amount
AIR ONE EQUIPMENT INC	BOOTS	FIRE DEPARTMENT	305.00
Total AIR ONE EQUIPMENT	INC:		305.00
ALTA CONSTRUCTION EQUIPM	L&M DEPT REPAIR PARTS	PUBLIC WORKS	474.96
Total ALTA CONSTRUCTION	EQUIPMENT ILLINOIS LLC:		474.96
AMAZON CAPITAL SERVICES IN AMAZON CAPITAL SERVICES IN	THERMOMETERS REPLACEMENT COMPUTER FOR SCADA SYSTEM	FIRE DEPARTMENT PUBLIC WORKS	209.75 792.42
Total AMAZON CAPITAL SEF	RVICES INC:		1,002.17
AMERICAN LAWN LLC AMERICAN LAWN LLC	SHOPPING CARTS SHOPPING CARTS	FIRE DEPARTMENT FIRE DEPARTMENT	125.00 150.00
Total AMERICAN LAWN LLC	:		275.00
AMERICAN PRINTING TECHNO AMERICAN PRINTING TECHNO	POSTAGE - VEHICLE STICKER APPLICATIONS POSTAGE - VEHICLE STICKER MAILINGS	MANAGER'S OFFICE MANAGER'S OFFICE	3,900.00 1,100.00
Total AMERICAN PRINTING	TECHNOLOGIES INC:		5,000.00
AMERICAN WATER WORKS AS	AWWA MEMBERSHIP DUES	PUBLIC WORKS	83.00
Total AMERICAN WATER WO	DRKS ASSOCIATION:		83.00
ARC DOCUMENT SOLUTIONS	HP DESIGNJET T930 PRINTER PRINTHEAD	PUBLIC WORKS	845.90
Total ARC DOCUMENT SOLU	UTIONS:		845.90
AVALON PETROLEUM COMPAN AVALON PETROLEUM COMPAN		ASSETS ASSETS	3,190.80 4,429.90
Total AVALON PETROLEUM	COMPANY:		7,620.70
BATTERIES PLUS	SURGE PROTECTOR	PUBLIC WORKS	19.05
Total BATTERIES PLUS:			19.05
BLUEBERRY HILL	SNOW MEAL	PUBLIC WORKS	74.00
Total BLUEBERRY HILL:			74.00
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES - FD	FIRE DEPARTMENT	114.41
Total BOUND TREE MEDICA	IL LLC:		114.41
BRAUN HORTICULTURE	FLOWER BASKET LINERS	PUBLIC WORKS	2,890.60
Total BRAUN HORTICULTUR	RE:		2,890.60
C & M PIPE SUPPLY	SEWER MATERIALS	PUBLIC WORKS	762.00
Total C & M PIPE SUPPLY:			762.00
CARGILL INC	SALT	PUBLIC WORKS	1,467.63

CARGILL INC SALT  Total CARGILL INC:	PUBLIC WORKS	11,798.34
Total CARGILL INC:		
		13,265.97
CENTRAL SWEEPING OF ILLIN CBD SWEEP 5 CENTRAL SWEEPING OF ILLIN STREET SWEEPING	PUBLIC WORKS PUBLIC WORKS	835.92 450.00
Total CENTRAL SWEEPING OF ILLINOIS LLC:		1,285.92
CHARLES SCHEIWE 80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	650.40
Total CHARLES SCHEIWE:		650.40
CONWAY SHIELD SHIRTS CONWAY SHIELD TURNOUT GEAR - FD	FIRE DEPARTMENT FIRE DEPARTMENT	1,055.71 164.50
Total CONWAY SHIELD:		1,220.21
COOK COUNTY TREASURER TRAFFIC SIGNAL MAINTENANCE	PUBLIC WORKS	1,131.28
Total COOK COUNTY TREASURER:		1,131.28
CORE & MAIN LP  CORE & MAIN LP  BRASS FITTINGS  CORE & MAIN LP  B-BOXES  CORE & MAIN LP  B-BOXES  CORE & MAIN LP  WATER MAIN PARTS  CORE & MAIN LP  WATER MAIN CLAMPS	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	3,411.60 3,411.60 977.60 356.58 1,457.00 208.58
Total CORE & MAIN LP:		9,822.96
CURRIE MOTORS (PARTS) POLICE DEPT REPAIR PARTS CURRIE MOTORS (PARTS) POLICE DEPT REPAIR PARTS	PUBLIC WORKS PUBLIC WORKS	423.75 98.04
Total CURRIE MOTORS (PARTS):		521.79
CVB HOTEL TAX - DECEMBER 2023 CVB HOTEL TAX - JANUARY 2024	ASSETS ASSETS	731.16 564.13
Total CVB:		1,295.29
DELTA SONIC CAR WASH POLICE VEHICLE WASHES	PUBLIC WORKS	359.82
Total DELTA SONIC CAR WASH:		359.82
DMC SECURITY SERVICES INC ALARM MONITORING SERVICES	PUBLIC WORKS	66.00
Total DMC SECURITY SERVICES INC:		66.00
DRIVERS LICENSE GUIDE COM ID CHECKING GUIDE	POLICE DEPARTMENT	135.05
Total DRIVERS LICENSE GUIDE COMPANY:		135.05
EBELS ACE HARDWARE  BUILDING MAINTENANCE SUPPLIES  BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS PUBLIC WORKS	14.56 5.39

	Report dates: 02/27/2024		
Name	Description	DEPARTMENT	Net Invoice Amount
Total EBELS ACE HARDWA	RE:		19.95
EXPERT CHEMICAL EXPERT CHEMICAL	TOILETRIES OPERATING SUPPLIES - FD	FIRE DEPARTMENT FIRE DEPARTMENT	309.72 756.85
Total EXPERT CHEMICAL:			1,066.57
FE MORAN INC	EMERGENCY GAS REPAIR	PUBLIC WORKS	4,120.55
Total FE MORAN INC:			4,120.55
FORD OF HOMEWOOD FORD OF HOMEWOOD FORD OF HOMEWOOD	POLICE DEPT REPAIR PARTS POLICE DEPT REPAIR PARTS VEHICLE PARTS - FD	PUBLIC WORKS PUBLIC WORKS FIRE DEPARTMENT	41.52 397.80 79.96
Total FORD OF HOMEWOO	D:		519.28
GALLAGHER MATERIALS GALLAGHER MATERIALS GALLAGHER MATERIALS GALLAGHER MATERIALS GALLAGHER MATERIALS	ASPHALT ASPHALT ASPHALT ASPHALT	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	455.94 452.96 616.86 298.00 222.00
Total GALLAGHER MATERIA	ALS:		2,045.76
GFC LEASING GFC LEASING	MONTHLY AGREEMENT COPIER/PRINTER SUPPLIES	MANAGER'S OFFICE MANAGER'S OFFICE	944.23 758.15
Total GFC LEASING:			1,702.38
GRAINGER INC GRAINGER INC GRAINGER INC GRAINGER INC GRAINGER INC GRAINGER INC	US FLAG STREET DEPT REPAIR PARTS VEHICLE MAINT DEPT TOOLS STREET DEPT REPAIR PARTS VEHICLE MAINT DEPT TOOLS VEHICLE MAINT DEPT SUPPLIES	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	330.37 905.12 180.37 212.52 376.31 305.58
Total GRAINGER INC:			2,310.27
GREEN GLEN NURSERY INC	PERENNIALS REPLACEMENT DUE TO ACCIDENT	PUBLIC WORKS	560.00
Total GREEN GLEN NURSE	RY INC:		560.00
HAWKINS INC	CHLORINE TANK RENTAL	PUBLIC WORKS	90.00
Total HAWKINS INC:			90.00
HELSEL JEPPERSON ELECTRI HELSEL JEPPERSON ELECTRI HELSEL JEPPERSON ELECTRI	TRUCK SUPPLIES ELECTRICAL SUPPLIES WATER PLANT SUPPLIES	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	9.46 40.00 288.00
Total HELSEL JEPPERSON	ELECTRICAL:		337.46
HINCKLEY SPRINGS	WATER	PUBLIC WORKS	28.97

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Name	Description	DEPARTMENT	Net Invoice Amount
Total HINCKLEY SPRINGS:			28.97
HISKES, DILLNER, O'DONNELL	CONTRACT/CONSULTING SERVICE	MANAGER'S OFFICE	907.50
Total HISKES, DILLNER, O'D	OONNELL:		907.50
HOMEWOOD-FLOSSMOOR CH	CHRONICLE AD	MANAGER'S OFFICE	316.00
Total HOMEWOOD-FLOSSM	IOOR CHRONICLE:		316.00
HORTON TANIKA	WATER DEPOSIT REFUND	ASSETS	100.00
Total HORTON TANIKA:			100.00
I.D.E.S.	Q4 2023 UNEMPLOYMENT	MANAGER'S OFFICE	2,312.00
Total I.D.E.S.:			2,312.00
ILLINOIS STATE POLICE	COST CENTER 2973 NAME CHECKS	POLICE DEPARTMENT	1,500.00
Total ILLINOIS STATE POLIC	DE:		1,500.00
INTERSTATE BATTERY INTERSTATE BATTERY INTERSTATE BATTERY	STREET DEPT REPAIR PARTS POLICE DEPT REPAIR PARTS POLICE DEPT REPAIR PARTS	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	279.90 359.90 433.90
Total INTERSTATE BATTER	<b>Y</b> :		1,073.70
JKL HOMES	CREDIT BALACE REFUND	PUBLIC WORKS	491.76
Total JKL HOMES:			491.76
JONATHAN DIEMER	WATER DEPOSIT REFUND	ASSETS	4.86
Total JONATHAN DIEMER:			4.86
JONES PARTS & SERVICE INC JONES PARTS & SERVICE INC JONES PARTS & SERVICE INC JONES PARTS & SERVICE INC JONES PARTS & SERVICE INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	1,576.67 170.58 1,576.67 519.46 135.86
Total JONES PARTS & SER\	/ICE INC:		3,979.24
KEVIN WAKE KEVIN WAKE	PUBLIC RELATIONS EFFORTS PUBLIC RELATIONS EFFORTS	MANAGER'S OFFICE MANAGER'S OFFICE	37.34 11.01
Total KEVIN WAKE:			48.35
LANER MUCHIN LTD	RETAINER/LABOR RELATIONS	MANAGER'S OFFICE	4,266.67
Total LANER MUCHIN LTD:			4,266.67
LBM TOOLS LLC	VEHICLE MAINT DEPT TOOLS	PUBLIC WORKS	362.45

Name	Description	DEPARTMENT	Net Invoice Amount
Total LBM TOOLS LLC:			362.45
LEEPS SUPPLY CO INC LEEPS SUPPLY CO INC	PLUMBING REPAIR SUPPLIES PLUMBING REPAIR SUPPLIES	PUBLIC WORKS PUBLIC WORKS	188.31 235.00
Total LEEPS SUPPLY CO I	NC:		423.31
LexisNexis RISK DATA MANAGE	BACKGROUND CHECKS	POLICE DEPARTMENT	200.00
Total LexisNexis RISK DAT	A MANAGEMENT:		200.00
LOGSDON CONSULTATION	MEMBERSHIPS/SUBSCRIPTIONS	FIRE DEPARTMENT	350.00
Total LOGSDON CONSULT	TATION:		350.00
LOTT #1 INC	PRISONER MEALS	POLICE DEPARTMENT	76.73
Total LOTT #1 INC:			76.73
MCMASTER CARR SUPPLY MCMASTER CARR SUPPLY	L&M DEPT REPAIR PARTS BLDG MAINT - PW	PUBLIC WORKS PUBLIC WORKS	360.78 95.51
Total MCMASTER CARR S	UPPLY:		456.29
MENARDS INC	BLDG MAINT SUPPLIES BUILDING MAINTENANCE SUPPLIES STREET DEPT REPAIR PARTS OPERATING SUPPLIES - FD BUILDING MAINTENANCE SUPPLIES LIFT STATION SUPPLIES OFFICE SUPPLIES BRITA FILTERS BUILDING MAINTENANCE SUPPLIES BUILDING MAINTENANCE SUPPLIES OPERATING SUPPLIES - FD OPERATING SUPPLIES - FD	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS FIRE DEPARTMENT PUBLIC WORKS PIBLIC WORKS PIBLIC WORKS PUBLIC WORKS	237.12 187.92 29.06 6.54 18.47 12.68 67.82 110.30 51.74 57.84 67.88 11.63 23.39 7.39 13.98 59.98 26.86 120.46 36.95 117.58
	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	
MICHAEL NICKOLAOU  Total MICHAEL NICKOLAC		WANAGER S OFFICE	188.06
MONARCH AUTO SUPPLY INC MONARCH AUTO SUPPLY INC MONARCH AUTO SUPPLY INC MONARCH AUTO SUPPLY INC MONARCH AUTO SUPPLY INC	VEHICLE MAINT OPERATING SUPPLIES VEHICLE MAINT OPERATING SUPPLIES PARTS RETURN CREDIT VEHICLE MAINT OPERATING SUPPLIES VEHICLE MAINT OPERATING SUPPLIES	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	77.30 76.90 136.00- 101.52 30.78

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Report dates: 02/27/2024

Name	Description	DEPARTMENT	Net Invoice Amount
MONARCH AUTO SUPPLY INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	183.55
MONARCH AUTO SUPPLY INC	VEHICLE MAINT OPERATING SUPPLIES	PUBLIC WORKS	13.98
MONARCH AUTO SUPPLY INC	SPOT LIGHT	FIRE DEPARTMENT	119.98
MONARCH AUTO SUPPLY INC	VEHICLE MAINT OPERATING SUPPLIES	PUBLIC WORKS	62.78
MONARCH AUTO SUPPLY INC	WATER DEPT REPAIR PARTS	PUBLIC WORKS	2.40
Total MONARCH AUTO SUPP	PLY INC:		533.19
MUNICIPAL COLLECTION SERVI		POLICE DEPARTMENT	675.00
	MCSI COLLECTION FEES MOVE	POLICE DEPARTMENT	133.61
MUNICIPAL COLLECTION SERVI	MCSI COLLECTION FEES P/C TICKETS	POLICE DEPARTMENT	163.43
Total MUNICIPAL COLLECTION	DN SERVICES:		972.04
MUNICIPAL FLEET MANAGERS	VEHICLE MAINT DEPT OPERATING SUPPLIES	PUBLIC WORKS	50.00
Total MUNICIPAL FLEET MAN	NAGERS ASSN:		50.00
NIX NAX	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	45.00
Total NIX NAX:			45.00
ODP BUSINESS SOLUTIONS LL	OFFICE SUPPLIES	MANAGER'S OFFICE	150.17
ODP BUSINESS SOLUTIONS LL	OFFICE SUPPLIES	MANAGER'S OFFICE	3.69
ODP BUSINESS SOLUTIONS LL	OFFICE SUPPLIES	MANAGER'S OFFICE	6.99
ODP BUSINESS SOLUTIONS LL	OFFICE SUPPLIES	MANAGER'S OFFICE	7.91
Total ODP BUSINESS SOLUT	TIONS LLC:		168.76
O'HERRON CO	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	104.55
Total O'HERRON CO:			104.55
OLD NATIONAL BANK/FD	UNIFORMS	FIRE DEPARTMENT	63.70
OLD NATIONAL BANK/FD	UNIFORMS	FIRE DEPARTMENT	523.03
OLD NATIONAL BANK/FD	QFIT ANNUAL CALIBRATION	FIRE DEPARTMENT	960.00
OLD NATIONAL BANK/FD	BFCA TRAINING	FIRE DEPARTMENT	390.00
OLD NATIONAL BANK/FD	BOOTS	FIRE DEPARTMENT	138.93
OLD NATIONAL BANK/FD	CITIZEN CIVICES ACADEMY - SWAG	FIRE DEPARTMENT	332.50
OLD NATIONAL BANK/FD	WYNDHAM 5-4-24 TO 5-5-24	FIRE DEPARTMENT	328.66
OLD NATIONAL BANK/FD	MEMBERSHIP RENEWAL	FIRE DEPARTMENT	160.00
OLD NATIONAL BANK/FD	SWYNDROSKI PARAMEDIC RENEWAL	FIRE DEPARTMENT	41.00
OLD NATIONAL BANK/FD OLD NATIONAL BANK/FD	SEAT COVERS FULL TIME TRAINING	FIRE DEPARTMENT FIRE DEPARTMENT	237.59 59.00
		TINE DEL ANTIVIENT	
Total OLD NATIONAL BANK/F			3,234.41
OLD NATIONAL BANK/MO	AMERICAN PLANNING ASSOCIATION NATIONAL CONFER		785.00
OLD NATIONAL BANK/MO	CONFERENCE REGISTRATION	MANAGER'S OFFICE	833.00
OLD NATIONAL BANK/MO	MEMBERSHIP DUES	MANAGER'S OFFICE	54.40
OLD NATIONAL BANK/MO	APPLE MUSIC	MANAGER'S OFFICE	10.99
OLD NATIONAL BANK/MO	BUSINESS LUNCHEON	MANAGER'S OFFICE	76.96
OLD NATIONAL BANK/MO	COMCAST CONSOLIDATED BILL	MANAGER'S OFFICE	1,420.32
OLD NATIONAL BANK/MO	COMCAST CONSOLIDATED BILL	MANAGER'S OFFICE	21.00
OLD NATIONAL BANK/MO	TRUSTEE ORIENTATION	MANAGER'S OFFICE	163.17
OLD NATIONAL BANK/MO	SHAREPOINT LICENSE RENEWAL	MANAGER'S OFFICE	39.78
OLD NATIONAL BANK/MO	ZOOM MONTHLY	MANAGER'S OFFICE	40.00

Report dates: 02/27/2024

Name	Description	DEPARTMENT	Net Invoice Amount
Total OLD NATIONAL BANK	/MO:		3,444.62
OLD NATIONAL BANK/PD	OFFICE SUPPLIES	POLICE DEPARTMENT	69.52
OLD NATIONAL BANK/PD	OFFICE SUPPLIES	POLICE DEPARTMENT	54.76
OLD NATIONAL BANK/PD	DEPARTMENT MEETING	POLICE DEPARTMENT	258.75
OLD NATIONAL BANK/PD	MOTOR VEHICLE IMPOUNDMENT & INVENTORY	POLICE DEPARTMENT	190.40
OLD NATIONAL BANK/PD	ENVELOPES	POLICE DEPARTMENT	715.20
OLD NATIONAL BANK/PD	ANNUAL MEMBERSHIP	POLICE DEPARTMENT	190.00
OLD NATIONAL BANK/PD	ANNUAL MEMBERSHIP	POLICE DEPARTMENT	190.00
OLD NATIONAL BANK/PD	DOOR STOPS & STRAPS	POLICE DEPARTMENT	425.00
OLD NATIONAL BANK/PD	TRANSACTION FEE	POLICE DEPARTMENT	12.75
OLD NATIONAL BANK/PD OLD NATIONAL BANK/PD	TRAINING OFFICE SUPPLIES	POLICE DEPARTMENT POLICE DEPARTMENT	1,100.00 103.35
OLD NATIONAL BANK/PD	ENTRY LEVEL POLICE TEST ADVERTISING	MANAGER'S OFFICE	447.00
OLD NATIONAL BANK/PD	OPERATING SUPPLIES	POLICE DEPARTMENT	56.99
Total OLD NATIONAL BANK	/PD:		3,813.72
OLD NATIONAL BANK/PW	TRAINING CLASS	PUBLIC WORKS	75.00
OLD NATIONAL BANK/PW	OPERATING SUPPLIES	PUBLIC WORKS	1,049.99
OLD NATIONAL BANK/PW	TRAINING	PUBLIC WORKS	46.63
OLD NATIONAL BANK/PW	PUMP	PUBLIC WORKS	254.49
OLD NATIONAL BANK/PW	TERRACE LOT SUPPLIES	PUBLIC WORKS	199.92
OLD NATIONAL BANK/PW	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	127.70
OLD NATIONAL BANK/PW	UNIFORM SHIRTS	PUBLIC WORKS	309.81
OLD NATIONAL BANK/PW	TRAINING	PUBLIC WORKS	36.00
OLD NATIONAL BANK/PW	FLAGGER CERTIFICATION	PUBLIC WORKS	65.00
OLD NATIONAL BANK/PW	FLEET SOFTWARE RENEWAL	PUBLIC WORKS	1,100.00
OLD NATIONAL BANK/PW	TRAINING CLASS	PUBLIC WORKS	49.00
OLD NATIONAL BANK/PW	TRAINING CLASS	PUBLIC WORKS PUBLIC WORKS	859.42
OLD NATIONAL BANK/PW OLD NATIONAL BANK/PW	TRAINING CLASS TRAINING CLASS	PUBLIC WORKS	1,635.58 50.00
Total OLD NATIONAL BANK	/PW:		5,858.54
PARK AVENUE RECOVERY	BIOHAZARD CLEANING	POLICE DEPARTMENT	300.00
Total PARK AVENUE RECO	VERY:		300.00
PROSHRED SECURITY	SHREDDING	POLICE DEPARTMENT	74.36
Total PROSHRED SECURIT	Y:		74.36
QUALITY CONTROL SYSTEMS,	HVAC MAINTENANCE	PUBLIC WORKS	1,482.12
Total QUALITY CONTROL S	YSTEMS, INC.:		1,482.12
RED WING BUSINESS ADVANT RED WING BUSINESS ADVANT	WORK BOOTS WORK BOOTS	PUBLIC WORKS PUBLIC WORKS	229.49
		I OBLIO WORKS	267.74
Total RED WING BUSINESS		DUDI 10 WODE	497.23
	VEHICLE SAFETY INSPECTION - PW	PUBLIC WORKS	95.00
Total RELIANCE SAFETY LA	ANE & SEDVICE:		95.00

Name	Description	DEPARTMENT	Net Invoice Amount
RYAN LLC	PROF SVCS - ESTABLISH 183RD WEST TIF	MANAGER'S OFFICE	5,921.02
Total RYAN LLC:			5,921.02
SEBIS - POSTAGE	SEBIS POSTAGE	PUBLIC WORKS	3,016.41
Total SEBIS - POSTAGE:			3,016.41
SEBIS DIRECT INC	SEBIS DIRECT	PUBLIC WORKS	693.29
Total SEBIS DIRECT INC:			693.29
SECRETARY OF STATE SECRETARY OF STATE SECRETARY OF STATE	CONFIDENTIAL PLATE RENEWAL CONFIDENTIAL PLATE RENEWAL CONFIDENTIAL PLATE RENEWAL	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	151.00 151.00 151.00
Total SECRETARY OF STATE	<b>E</b> :		453.00
SEECO CONSULTANTS INC	TESTING FOR MFT STREET PATCHING	PUBLIC WORKS	1,943.00
Total SEECO CONSULTANTS	S INC:		1,943.00
SHARK SHREDDING INC	MONTHLY SHREDDING	FIRE DEPARTMENT	66.00
Total SHARK SHREDDING IN	NC:		66.00
SHEPLEY MOTOR EXPRESS	STONE	PUBLIC WORKS	2,996.96
Total SHEPLEY MOTOR EXF	PRESS:		2,996.96
SHERWIN WILLIAMS	PAINT	PUBLIC WORKS	143.18
Total SHERWIN WILLIAMS:			143.18
SHOREWOOD HOME AND AUT	L&M DEPT REPAIR PARTS	PUBLIC WORKS	1,203.71
Total SHOREWOOD HOME	AND AUTO INC:		1,203.71
SIRCHIE FINGER PRINT LABS SIRCHIE FINGER PRINT LABS	EVIDENCE SUPPLIES EVIDENCE SUPPLIES	POLICE DEPARTMENT POLICE DEPARTMENT	259.35 231.80
Total SIRCHIE FINGER PRIN	IT LABS:		491.15
SOUND INCORPORATED	MONTHLY HOSTING SERVICES	MANAGER'S OFFICE	495.00
Total SOUND INCORPORAT	ED:		495.00
SOUTH SUBURBAN HUMANE S	ANIMAL IMPOUND FEES	POLICE DEPARTMENT	520.00
Total SOUTH SUBURBAN HI	JMANE SOCIETY:		520.00
SSACOP SSACOP	ANNUAL DUES CHIEF OF POLICE ANNUAL DUES DEPUTY CHIEF	POLICE DEPARTMENT POLICE DEPARTMENT	75.00 100.00
Total SSACOP:			175.00
SUB MAJOR ACCIDENT RECON	2024 ASSESSMENT FEE	POLICE DEPARTMENT	500.00

Name	Description	DEPARTMENT	Net Invoice Amount
Total SUB MAJOR ACCIDEN	T RECONSTRUCTION TEAM:		500.00
SWIFT SAW & TOOL SUPPLY SWIFT SAW & TOOL SUPPLY	STREET DEPT REPAIR PARTS VEHICLE MAINT DEPTARTMENT TOOLS	PUBLIC WORKS PUBLIC WORKS	199.10 249.00
Total SWIFT SAW & TOOL S	UPPLY:		448.10
TALLGRASS RESTORATION LL	WETLAND RESTORATION PROJECT	PUBLIC WORKS	3,000.00
Total TALLGRASS RESTORA	ATION LLC:		3,000.00
TERMINIX PROCESSING CNTR	PEST CONTROL SERVICE	PUBLIC WORKS	125.00
Total TERMINIX PROCESSIN	NG CNTR:		125.00
THE STUTTLEY GROUP LLC	ADMINISTRATIVE HEARING OFFICER	MANAGER'S OFFICE	525.00
Total THE STUTTLEY GROU	P LLC:		525.00
THOMPSON ELEVATOR INSPEC	ELEVATOR INSPECTIONS	FIRE DEPARTMENT	880.00
Total THOMPSON ELEVATO	R INSPECTION:		880.00
TOPCON SOLUTIONS INC	SUBS, TOTAL STATION/GPS TOPNET LIVE RENEWAL	PUBLIC WORKS	1,800.00
Total TOPCON SOLUTIONS	INC:		1,800.00
TRL TIRE SERVICE	PUBLIC WORKS TIRES	PUBLIC WORKS	630.58
Total TRL TIRE SERVICE:			630.58
TRONC	LEGAL NOTICES	MANAGER'S OFFICE	153.00
Total TRONC:			153.00
TYLER HALL	ILCMA CONFERENCE	MANAGER'S OFFICE	54.74
Total TYLER HALL:			54.74
UNIVERSITY OF IL	POLICE STRATEGY & TACTICS	POLICE DEPARTMENT	500.00
Total UNIVERSITY OF IL:			500.00
USA BLUEBOOK	LOCATE SUPPLIES	PUBLIC WORKS	882.00
Total USA BLUEBOOK:			882.00
VERIZON CONNECT NWF INC	PUBLIC WORKS GPS	PUBLIC WORKS	249.47
Total VERIZON CONNECT N	IWF INC:		249.47
VERIZON WIRELESS SVCS LLC	MOBILE PHONE SERVICE-ALL DEPTS	MANAGER'S OFFICE	1,175.16
Total VERIZON WIRELESS S	SVCS LLC:		1,175.16
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	FIRE DEPARTMENT	104.32

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VILLAGE OF HOMEWOOD	Payment Approval Report - Claims List Report dates: 02/27/2024		Page: 10
Name	Description	DEPARTMENT	Net Invoice Amount
Total WAREHOUSE DIREC	T OFFICE PDTS:		104.32
WENTWORTH TIRE SERVICE II	N AMBULANCE 28 TIRES	FIRE DEPARTMENT	624.09
Total WENTWORTH TIRE S	SERVICE INC:		624.09
WISCO	OXYGEN	FIRE DEPARTMENT	231.50
Total WISCO:			231.50
WORKING WELL WORKING WELL	PHYSICAL - MORAN POLICE CLERICAL PRE-EMPLOYMENT PHYSICAL	FIRE DEPARTMENT MANAGER'S OFFICE	1,192.00 330.00
Total WORKING WELL:			1,522.00
WS DARLEY & CO	RUBBER BOOTS	PUBLIC WORKS	634.24
Total WS DARLEY & CO:			634.24
Grand Totals:			133,175.64
Dated:			

Village Clerk:



DATE OF MEETING: February 27, 2024

#### **BOARD AGENDA MEMORANDUM**

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Denise McGrath, Chief of Police

**Topic:** Oath of Office – Records Supervisor

#### **PURPOSE**

Administer the Oath of Office to Hannale Nelson for the position of Records Supervisor.

#### **PROCESS**

After the recent retirement of a full-time records clerk, the position was transitioned to a supervisory role in order to streamline operations and increase efficiency. Hannale Nelson was selected to fill the position of Records Supervisor.

Ms. Nelson has an extensive background in police records systems and processes. She previously worked for the Village of Olympia Fields from 2014 to 2017 in the police records division and most recently for the Village of Flossmoor from 2009 to 2024 in the police records division.

#### **OUTCOME**

Welcome Hannale Nelson to the Police Department and Village.

#### **FINANCIAL IMPACT**

Funding Source: N/ABudgeted Amount: N/A

Cost: N/A

#### **LEGAL REVIEW**

Not required

#### **RECOMMENDED BOARD ACTION**

Request the Village Clerk administer the Oath of Office to Hannale Nelson for the position of Records Supervisor in the Police Department.

#### **ATTACHMENT(S)**

None



#### **BOARD AGENDA MEMORANDUM**

DATE OF MEETING: February 27, 2024

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Denise McGrath – Chief of Police

**Topic:** Agreement with DACRA Tech – Municipal Software Solutions

#### **PURPOSE**

The Police Department desires to enter into an agreement with Dacra Adjudication Systems, LLC d/b/a Dacra Tech, LLC, of Itasca, IL, for software that streamlines the processing of citations for parking, compliance, building code, municipal ordinances, administrative hearings, and collections.

#### **PROCESS**

In November 1995, the Village entered into an agreement with Municipal Systems, Inc. (MSI), for software related to the processing of citations and the subsequent adjudication and collections process. That agreement was updated with addendums in November 2007 to add citation components, and in January 2010 to incorporate new web-based software applications.

In November 2020, MSI was absorbed by DACRA Tech. On January 24, 2023, the Board approved an amendment which restructured the fees, moving from a percentage of monies collected to a flat rate up to 500 violations, with a per violation fee over 500 violations. This new agreement encompasses the completely revamped software.

#### **OUTCOME**

Approval of this agreement will lock in pricing through April 30, 2026 and will ensure the streamlined processing of citations, with the added benefit of anticipated savings to the Village. An analysis of the highest three (3) of the past five (5) years (excluding COVID years) indicates that there could be a savings between \$1,000 and \$3,500 annually.

#### FINANCIAL IMPACT

Funding Source: General FundBudgeted Amount: \$18,000

Item 11. A.



### **LEGAL REVIEW**

Completed

### **RECOMMENDED BOARD ACTION**

Authorize the Village President to enter into an agreement with Dacra Adjudication Systems, LLC d/b/a Dacra Tech, LLC, of Itasca, IL, for citation, adjudication, and collections processing software.

### **ATTACHMENT(S)**

Agreement

#### DACRA TECH LLC MASTER SOFTWARE LICENSING AGREEMENT

This MASTER SOFTWARE LICENSING AGREEMENT (this "Agreement") is dated (the "Effective Date") by and between Dacra Adjudication Systems, LLC d/b/a Dacra Tech, LLC, a Delaware limited liability company, ("Dacra"), and Village of Homewood (the "Municipality"), and together with DACRA collectively, the "parties").

#### RECITALS

WHEREAS, Dacra is engaged in the business of developing, managing and deploying municipal software applications, including but not limited to, a flagship citation issuance and adjudication system as well as other software tools and services including, e-Citation, Adjudication, Tow Management, and Fine Payment Processes; and

WHEREAS, the Municipality desires to utilize certain services of Dacra under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants and conditions set forth in this Agreement and in consideration for the use of the Services by the Municipality;

#### **AGREEMENT**

- 1. <u>Standard Terms and Conditions</u>. The parties hereby incorporate by reference into this Agreement the foregoing recitals as well as the Master Terms and Conditions as set forth within <u>Exhibit A</u> (the "Master Terms and Conditions").
- 2. <u>Services.</u> The Municipality hereby retains certain software services from Dacra as set forth within <u>Exhibit B</u> (the "Services").
- 3. <u>Pricing</u>. In exchange for the use of the Services, the Municipality will be billed Fees as set forth within **Exhibit C** (the "**Fees**").
- 4. <u>Term</u>. The term of this Agreement (the "**Term**") shall be three (3) years and shall commence on the Effective Date. This Term of this Agreement shall automatically renew for successive periods of one year each at the then current pricing absent written notice by one party to the other party not less than 90 days prior to the expiration of the Term then in effect. Municipality will be notified of the then current pricing no less than 90 days prior to the expiration of the term.
- 5. <u>Notices</u>. Any notices or communications required or permitted to be given by this Agreement must be given in writing and personally delivered; or mailed by prepaid, certified mail, or courier; or transmitted by electronic mail transmission (including PDF) to whom such notice or communication is directed, to the mailing address or regularly monitored electronic mail address of such party as follows:

If to the Municipality:

If to Dacra:

Village of Homewood Attention: TBD 2020 Chestnut Road Homewood, IL. 60430 Dacra Tech, LLC Attention: Dave Braner, CEO 450 Devon Avenue, Suite 100

Itasca, IL. 60143

Email: David.Braner@Dacratech.com

Email: TBD

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.
Dacra Tech, LLC a Delaware limited liability company

By:			
Name (print):			
Title:			
Date:			
Village of Homewood an Illinois municipal corporation			
an Illinois municipal corporation			
an Illinois municipal corporation  By:			
By:			

[Signature page to Master Software Licensing Agreement]

## EXHIBIT A MASTER TERMS AND CONDITIONS

#### A. Limited License Granted

Municipality is hereby granted during the Term of this Agreement, a nonexclusive, non-assignable, royalty free, limited license (the "**License**") to use the Services (including access to any software owned by Dacra as encompassed within the Services) solely for the Municipality's ordinance and code compliance purposes and subject to the terms of the Agreement.

### **B.** Third-Party Agreements

Municipality hereby agrees that it may be required to enter into one or more additional contracts at the sole expense of Municipality with one or more third-party vendors in order to use and/or maximize some features of the software provided by Dacra such as the Municipality's online payment processor or the Municipality's collection agency.

#### C. Data

Municipality at all times will retain sole ownership of its Municipal Data. The term "Municipal Data" refers to all citation and hearing data collected on behalf of the Municipality with respect to the Services. Dacra at all times retains the right and license during the Term to access the Municipal Data and to grant third parties access to the Municipal Data in order to use and/or maximize some features of the software provided by Dacra such as the Municipality's online payment processor or the Municipality's collection agency.

### **D.** Dacra's Intellectual Property

Dacra or its licensors retain all ownership and Intellectual Property Rights in and to the Services, including any software, algorithms, programs, tools, code or instrumentalities encompassed therein in any manner and/or relating to the Services as utilized by the Municipality. Additionally, Dacra retains all ownership and Intellectual Property Rights to anything (including without limitation software and written product) delivered under the Agreement, including any future developments thereof, regardless of whether any Municipal employees or agents, had any input or in any way assisted in any such new development. Municipality hereby acknowledges that it may not:

- (i) Allow access to the Services available in any manner to any third-party or for any purpose not authorized by this Agreement unless such access is expressly permitted in writing by Dacra;
- (ii) Copy, reproduce, distribute, republish, download, display, post or transmit in any form or by any means, any materials provide by Dacra; and
- (iii) Modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Services (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs).

As utilized herein, the phrase "Intellectual Property Rights" shall include, without limitation, all patent, trademark, trade secret and copyrights relating in whole or in part to the Services and whether such right arises by registration with the United States Patent & Trademark Office (the "USPTO"), through the United States Library of Congress, with any state or municipal body and/or arising by common law or statute, including without limitation the Illinois Trade Secrets Act, 765 ILCS 1065 et seq or the Defend Trade Secrets Act of 2016.

#### E. Further Assurances

Municipality further agrees at any time in the future and upon request by Dacra, to execute any further documentation as may be reasonably necessary to effectuate the intent of the parties to this Agreement in

accordance with the terms of this paragraph D, including, without limitation, a future assignment of Intellectual Property Rights.

#### F. Pricing and Billing

The Fee set forth in the Agreement will remain fixed during the Term absent a written amendment signed by the parties. Municipality agrees to pay any sales, value-added or other similar taxes imposed by applicable law that Dacra must pay based on the Services, except taxes based on Dacra's income. For any partial month during the Term, the Fees shall be prorated based on the number of days that the Services were provided for such month. Dacra may audit Municipality's use of the Services. Municipality hereby agrees to cooperate with Dacra's audit and provide reasonable assistance and access to information. All payments shall be made in accordance with, and subject to, the Illinois Local Government prompt Payment Act (50 ILCS 505/1-9).

#### G. Termination

Municipality may terminate this agreement at any time with 90 day written notice provided. Dacra may immediately suspend the License in the event: (i) Municipality fails to pay any sums due Dacra under the Agreement within ten (10) days after written notice from Dacra of the payment default, or (ii) in the event of a breach of this Agreement by Municipality which is not cured within 10 days of written notice thereof. In the event of such termination, Municipality agrees to pay all fees due Dacra which accrue or are incurred prior to the termination of the Agreement.

#### **H.** Limitation of Liability

TO THE EXTENT NOT PROHIBITED BY LAW, DACRA HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS. THE PARTIES AGREE THAT DACRA'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE SERVICES, OR THE AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE GREATER OF: (A) THE TOTAL AMOUNTS ACTUALLY PAID TO DACRA FOR THE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM; OR (B) SUCH AMOUNT OF CLAIMED DAMAGES THAT ARE ACTUALLY COVERED AND PAID IN FULL BY AN INSURANCE CARRIER PROVIDING INSURANCE TO DACRA UNDER THE TERMS OF A POLICY OF INSURANCE CARRIED BY DACRA AS REQUIRED UNDER THE TERMS OF THE AGREEMENT, (THE "LIMITATION OF LIABILITY"). MUNICIPALITY ACKNOWLEDGES THAT DACRA DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED. DACRA IS HEREBY HELD HARMLESS FROM ALL CLAIMS, DAMAGES, LIABILITIES AND EXPENSES RELATING TO THIS AGREEMENT TO THE EXTENT IN EXCESS OF THE LIMITATION OF LIABILITY.

#### I. Other

- (i) Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the parties, nor shall either party have the right, power, or authority to create any obligation or duty, express or implied, on behalf of the other.
- (ii) Upon the full execution of this Agreement, all prior agreements, if any, shall terminate and

- be of no further force and effect, and shall be superseded and replaced in their entirety by this Agreement.
- (iii) Dacra may assign this Agreement by providing written notice of the assignee who will assume Dacra's obligations under this Agreement. Municipality may not assign this Agreement without Dacra's prior written consent, which may be withheld in the sole discretion of Dacra.
- (iv) Municipality shall obtain at its sole expense any rights and consents from third-parties necessary for Dacra and its subcontractors to perform the Services under the Agreement.
- (v) The Agreement is governed by the substantive and procedural laws of Illinois. All disputes shall be resolved solely in the Circuit Court of DuPage County, Illinois.
- (vi) Except for actions for nonpayment or breach of Dacra's proprietary rights, no action, regardless of form, arising out of or relating to the Agreement may be brought by either party more than two years after the cause of action has accrued.
- (vii) Neither party to this Agreement shall be responsible for failure or delay of performance if caused by: an act of war, hostility, pandemic, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party.
- (viii) This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and each of which together shall constitute a single instrument. Copies of this Agreement (as well as any documents related to this Agreement) signed and transmitted by a party by electronic transmission shall be deemed for all purposes as containing the original signature of the transmitting party and legally binding upon such transmitting party.
- (ix) Dacra may publish that the Municipality utilizes one or more Services of Dacra.

#### J. Maintenance and Support

Dacra shall provide the following maintenance and support as a component of the Services using guidelines, structures, and materials meeting the following criteria:

- (i) Training. As part of the start-up and implementation phase of the delivered Services, all users will be trained on the use of the Services through a combination of in-person and/or webinars and recorded training video sessions for all users not able to participate in the initial training sessions. Additional training provided beyond the start-up phase will be quoted and agreed to in writing.
- (ii) Support. Dacra shall provide access to live support to a designated user of Municipality available via e-mail or phone during Dacra's normal business hours. The Dacra support team will be fluent in the functionality of the system.
- (iii) Exclusions. Dacra updates the Service on an as needed basis from time-to-time to implement bug fixes, if any, and enhanced functionality to the existing Service such as additional reporting and enhanced user interface. Notwithstanding the forgoing, all provision and maintenance of hardware and software, including but not limited to laptop computers, desktop computers, printers, modems & routers and software to operate the hardware such as operating

systems, and browsers [Google Chrome, Microsoft Edge, IOS] necessary to run the Service, are the sole cost and responsibility of Municipality.

1. Continuity of Service. Dacra, as part of its commitment to the continuity of the Services, shall maintain the following service level that details the minimum customer support standards to be followed for issues, both major and minor, as well as, any modifications made to the Service from time-to-time. As part of the Service, Dacra will create an alert email distribution group for use by the Municipality to send notification of issues as they arise. Municipality may also contact Dacra via phone.

Dacra will respond to Municipality initiated issues in accordance with the following levels:

- (i) MAJOR The Service is down or precludes the Municipality from successful operation of the total system and requires immediate attention (the "Downtime") (for example, the Municipality is unable to connect, via an approved internet browser, to the Service).
- (ii) MINOR A minor issue exists with the Service, but the majority of the functions are still usable, and some circumvention may be required to provide service (for example, subcommand gives an incorrect response). Also includes minor issues or questions that do not affect the Service function (for example, the text of a message is worded poorly or misspelled).
- 2. Uptime Initiative. Dacra shall make reasonable efforts to maintain the Services such that the Services will be operational and accessible by the Municipality's users a minimum of 99% of the time, not including maintenance which will be scheduled with Municipality in advance and will be kept to an absolute minimum.

#### **K.** Insurance Requirements

Dacra shall maintain during the entire term of the Contract, the following insurance coverages:

- (i) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be \$2,000,000 per project.
- (ii) Professional Liability: \$1,000,000 single limit for errors and omissions, professional / malpractice liability.
- (iii) Worker's Compensation and Employers' Liability: As required by Illinois law.
- (iv) Umbrella Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

#### **EXHIBIT B**

#### SERVICES REQUESTED BY MUNICIPALITY

The Dacra Services included in this Agreement is the Municipal Enforcement Adjudication Module, which will be deployed to the Municipality with the functionality stated hereunder.

### DACRA MUNICIPAL ENFORCEMENT SYSTEM FEATURES – JANUARY 31, 2023

### **Dacra System Architecture and Security**

#### Architecture

- Web-based platform that works on standard hardware
- o .NET stack with SQL back end separated from the front end via entity framework services
- Bi-directional sync data integration with IUCS LEADER
- JSON APIs available as well as numerous government and public safety software system integrations

#### Security

- o Dacra is hosted in Azure Government Cloud, a restricted cloud dedicated to government services. Azure Government Cloud provides the highest level of security and compliance to include SOC2, PCI, ISO, etc.
- o Criminal Justice Information Services (CJIS) compliant
- o Single Sign On (SSO) authentication available
- Extensive citation auditing features, tracks changes to a citation after it has been issued, recording both original and changed values, the logged in user, and date and time of any change

#### Hardware Required

- o Requires Google Chrome/ Microsoft Edge access
- Windows based devices required is utilizing LEADS integrated
- iPads preferred for handheld ticketing
- Compatible with either 4" or 8 ½" Printers

### **Municipal Enforcement Adjudication Module**

- Municipal Enforcement Citation Tools: Create local ordinance administrative adjudication cases easily with features customized for the following:
  - o Local Ordinance/Compliance/Animal/Building Code Ticketing
  - "3-Click" Parking Ticketing
  - o Unpaid Utility/Ambulance Fee Violations
  - Citation Auditing and Tools
- Complete Hearing Management Tools: Efficiently manage violation notices, unified administrative hearings, and final determination notices with features such as:
  - Variable Hearing Notices by Department
  - Multiple Concerned Party Notification
  - Hearing Room Management and FDO Issuance
  - Batch Process Hearing Officer Tools
- Extensive Fine Tracking and Payment Tools: Dacra automatically monitors unpaid citations and escalates fines accordingly. Along the way fines can be paid through a variety of in-person and online tools and integrations.
  - Complex Fine Structure Tracking
  - Online Payments with Partial Payment Capability

## DACRA 3<sup>rd</sup> Party Integrations

• API/Interface Set-Up and Configuration: Dacra custom integrations will provide omni-directional or bidirectional interfaces to 3<sup>rd</sup> party vendors to increase the efficiency of the System. The functionality is defined hereunder with associated pricing defined in **Exhibit C**.

### EXHIBIT C FEES PAID BY MUNICIPALITY

In exchange for the use of the Dacra Services included in **Exhibit B**, Municipality will pay Fees including a Monthly Service Fee, and applicable Integration Fee(s) hereunder:

A. Monthly Service Fee: In exchange for the monthly use of the Services defined in **Exhibit B**, and upon execution of this agreement, Municipality will be billed a Monthly Service Fee calculated by totaling the below Monthly Licensing Fee for the modules licensed, and the Monthly Usage Fee for citations issued that month:

Monthly Service Fee = Monthly Licensing Fee + Monthly Usage Fee	<b>Monthly Service Fee</b>
Monthly Licensing Fee – Adjudication Module	
- Year 1: Go-Live Date – April 30, 2024	\$1,200
- Year 2: May 1, 2024 – April 30, 2025	\$1,350
- Year 3: May 1, 2025 – April 30, 2026	\$1,500
Monthly Usage Fee – Calculated by totaling fees for citations issued that month:  - Adjudication Citations Issued That Month –500 included at no cost  - State Citations Issued That Month –500 included at no cost	\$3 each \$1 each

B. <u>Integration Fee(s)</u>: In exchange for development, configuration, and maintenance of the custom APIs and interfaces defined in **Exhibit B** the Municipality will be billed upon go-live of the interface, with annual maintenance billed in conjunction with the next agreement execution anniversary:

Additional Fee Description	Monthly Fee
Dacra's standard Spillman CAD interface to transfer driver/vehicle data	Waived
Use of DACRA APIs for Data Transfer	Waived



#### **BOARD AGENDA MEMORANDUM**

**DATE OF MEETING: February 27, 2023** 

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: John D. Schaefer, Director of Public Works

**Topic:** MFT Resolution – Street Patching

#### **PURPOSE**

Pass a resolution appropriating \$650,000 of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of the Illinois Highway Code for street patching.

#### **PROCESS**

Every three years, the engineering division performs a pavement condition survey on all of the streets within the Village. These results are entered into the Brightly Capital Predictor software which formulates a timeline plan for which streets shall be completely reconstructed, resurfaced, or patched.

The software has currently formulated that 80 street sections are due to be patched this spring. Patching will consist of milling the pavement patch area and replacing with two inches of new asphalt. The patch areas are chosen by the engineering division.

In addition, \$8,000 of these funds will be utilized for asphalt testing during the project. Asphalt testing is a critical component in road construction and maintenance, ensuring that the asphalt used meets the required standards for durability, safety, and performance.

#### **OUTCOME**

After approval of this resolution, the work will be competitively bid during in March 2024 with a proposed completion date of June 14, 2024.

#### **FINANCIAL IMPACT**

Funding Source: MFT

Budgeted Amount: \$650,000

#### **LEGAL REVIEW**

Not Required

Item 11. B.



#### **RECOMMENDED BOARD ACTION**

Pass a resolution appropriating \$650,000 of Motor Fuel Tax funds to cover street patching for the period of May 1, 2024 – April 30, 2025.

### ATTACHMENT(S)

Resolution



# Resolution for Mair Item 11. B. Under the Illinois Highway Code

	District	County	Resolution Number	Resolution Type	Section Number
	1	Cook	R-3175	Original	25-00000-00-GM
BE IT RESOLVED, by the	Pre	esident and Board of T		ne Villa	ge of
Hor	newood		that there is hereby ar	opropriated the sum of	
	cal Public Age		that there is hereby ap	propriated the same of	OIX Hanarca Firty
Thousand and no/100				Dollars ( \$6	50,000.00
of Motor Fuel Tax funds for	the purpose	of maintaining streets and	highways under the a	pplicable provisions of	Illinois Highway Code from
05/01/24 to	04/30/25 Ending Dat	e			
BE IT FURTHER RESOLV including supplemental or refunds during the period as	evised estim	those operations as listed ates approved in connection ove.	and described on the on with this resolution,	approved Estimate of Nare eligible for mainten	Maintenance Costs, ance with Motor Fuel Tax
BE IT FURTHER RESOLV	ED, that	Village  Local Public Agency Type	of	Homewo Name of Local Pub	od
shall submit within three m available from the Departm expenditure by the Departr	onths after the nent, a certific ment under the ED, that the	ne end of the maintenance ed statement showing expe	period as stated above nditures and the balan	e, to the Department of aces remaining in the fu	Transportation, on forms inds authorized for
Marilyn Thomas	of Clerk	Local Put	/illage Cle	erk in and for said	Village Local Public Agency Type
	Homewoo		n the State of Illinois, a	and keeper of the recor	ds and files thereof, as
	of Local Public eby certify th	c Agency he foregoing to be a true, pe	erfect and complete co	py of a resolution adop	ted by the
President and Board Governing Body	of Trustee	es of Name	Homewood of Local Public Agency	at a meetin	g held on 02/27/24 Date
IN TESTIMONY WHEREO	F, I have her	reunto set my hand and sea	al this 27th day Day	of February, 2024 Month	Year
(SEAL, if required	d by the LPA	)	Clerk Signature & Da	te	
				APPROVED	
			Regional Engineer Si Department of Transp		

#### Item 11. C.

#### VILLAGE OF HOMEWOOD



#### **BOARD AGENDA MEMORANDUM**

DATE OF MEETING: February 27, 2024

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Amy Zukowski, Director of Finance

**Topic:** Serial Raffle License

#### **PURPOSE**

Marian Catholic High School has applied for a Serial Raffle License to hold a Queen of Hearts raffle at Rudy's at Balagio located at 17501 Dixie Highway. Since they are requesting exceptions to the requirements, this requires Board approval.

#### **PROCESS**

Attached is an application from Marian Catholic High School for a serial raffle license. They propose selling raffle tickets for \$5 each. The drawings for this 50/50 Queen of Hearts raffle will be held weekly beginning February 29, 2024 and end no later than February 28, 2025. Drawings will be held at Rudy's at Balagio. Marian Catholic High School also requests the following exceptions:

- 1. Extension of ticket sales timeframe from the 90-day maximum to a one-year maximum
- 2. Waive the capped/maximum prize value of \$5,000, or allow an increase up to \$250,000

#### **OUTCOME**

Issuing this serial raffle license will potentially draw more customers to a local restaurant and provide another entertainment option for visitors.

#### **FINANCIAL IMPACT**

Funding Source: No Financial Impact

#### **LEGAL REVIEW**

Not Required

#### RECOMMENDED BOARD ACTION

Authorize the issuance of a Serial Raffle License to Marian Catholic High School with the following exceptions:

- 1) Extend the ticket sales timeframe from the 90-day maximum to a one-year maximum
- 2) Waive the capped/maximum prize value of \$5,000, or allow an increase up to \$250,000

Item 11. C.



### ATTACHMENT(S)

- Raffle application
- Letter requesting exceptions
- Raffle procedures

Item 11. C.



### VILLAGE OF HOMEWOOD 2020 Chestnut Road Homewood, IL 60430 (708) 798-3000

MULTIPLE/SERIAL RAFFLE LICENSE APPLICATION

This license was prepared pursuant to Illinois P.A. 81-1365 passed on August 5, 1980

I.	GENERAL INFORMATION					
	A. Name of Organization Marine Catholic High School  Address 700 As Llows Auc. Chicago Heights II. 60					
	Address 700 As L/a	un Auc.	Chicago	Heights	II. 6041	
	Telephone (m. Ke Taylor)					
	(Please attach a statement atte signed by the presiding office				rganization	
	B. Type of Organization (Circle or	ne)				
	2	Charitable Educational		Labor Veteran		
	C. Has the organization been in e	existence for a	minimum of f	ive continuous	years?	
	Yes If no, is the organization that has been in existence for a	on affiliated wa minimum of	No □ rith and charter five continuou	red by another us years?	organization	
	D. What are the objectives of the pursuing them? Four es	10 1958	to provide	A Cottol.	, ,	
Π.	Coeducational + Colle structs in the S RAFFLE BACKGROUND INFO	ge prepar Fost su. RMATION	balls.	school educ	otion to	
	A. Person responsible for conduc					
	Name Michael Va	ylon				
	Address					
	City			ate		

Telephone Number\_

			Item 11. C.
	В.	Where will the raffle drawing(s) be held? Pun's at Balagio. 17501 Dixie	duy.
	C.	Are the premises where the raffle drawing(s) will be held owned by your organization	?
		Yes□ No 🗹	
	D.	On what date(s) and at what times will the raffle drawing(s) be held? Attach a list if	
		necessary. Thursnoys of 7:30 p.m. Starting 2/29/23	
2		until H. Queen is drown	
	E.	At what location(s) will the raffle chances be sold?	
		Rupy of Bologis + Marian Coffelic High School	
	F.	By whom will raffle chances (tickets) be sold? Please list names and addresses.	
		Mile Toylon	
		La-ol Sevousos	
		Both Floming	
	â	,	
	Ġ,	Between what dates will raffle chances (tickets) be sold?	
		(The maximum period is 90 days)	
	Н.	What will be the price for each raffle chance (ticket)?	
		(The maximum price charged for each raffle chance (ticket) cannot exceed \$10.00)	
	I.	What is the aggregate retail value of all prizes? TBD bosco or when the of the orts is drown.  (The total aggregate retail value of all prizes in each refle cannot exceed \$5,000; the	Queen
		(The total aggregate retain value of an prizes in each fairle calliot exceed \$5,000, the	
		value of any single prize in each raffle cannot exceed \$1,000 without approval of the Board of Trustees)	
	J.	Please list each prize to be awarded and its retail value. Attach a list if necessary.	
		<u>Prize</u> <u>Retail Value</u>	
		\$ 1000 - to upruional ticket drawn	
		\$ 2500 - to, inpruised ticket draws	
		\$1 500° - to a Joker drown	
		Holl the Tock pot. It Queen of Hearte is drawn	
	4	Holl the Tock pot. It Queen of Hearte is drawn.	
		-	25

#### III. PROCEEDS OF THE RAFFLE

A. Where will be proceeds of the raffle go? Marrow Collolic High School

B. How will the proceeds be used? Attlatic or offer Nzcos

As decined by leadership & the Booste, Club.

Each organization licensed to conduct multiple raffles shall report quarterly to its membership and to the village its gross receipts, expenses and net proceeds from raffles, and the distribution of net proceeds itemized as required in this article. Such multiple or serial raffle license reports shall be filed with the village no later than 30 days after each three-month period of the license term. All financial records for the raffle are to be kept separate and only the person authorized to conduct the raffle is to prepare and maintain the records.

#### IV. OTHER INFORMATION

- A. If a waiver of the fidelity bond is being requested, the process of obtaining a raffle license will be longer. This action requires Village Board approval. Village Board meetings are held on the 2<sup>nd</sup> and 4<sup>th</sup> Tuesdays of each month.
- B. No person participating in the management or operation of the raffle is to receive remuneration for his or her services.
- C. No person under the age of 18 may participate in the management or operation of the raffle.
- D. No person under the age of 18 may be sold a raffle chance (ticket).
- E. A person under 18 may be within the area where the raffle drawing takes place only when accompanied by his or her parent or guardian.
- F. The Village requires that your organization post a bond with the Village of Homewood within one week after the license application is approved in an amount equal to the aggregate retail value of all prizes and merchandise to be awarded. The bond shall provide that notice be given in writing to the Village not less than 30 days prior to its cancellation. The bond will be released when the Village receives the financial statement referenced in section III (c). This bond requirement may be waived by the Village under certain conditions.
- G. A determination to approve or deny this application will be made within 30 days of the application is received by the Village.
- H. A license fee of \$100.00 must be paid to the Village within one week after the license application is approved.

### V. AFFIDAVIT

Under penalties of perjury, I hereby certify that:

- A. The organization to whom the requested license is to be issued is of a not-for-profit character.
- B. No person participating in the management or organization of the raffle: 1) has been convicted of a felony; 2) has been a professional gambler or gambling promoter; or 3) has been determined to be of bad moral character.
- C. No firm or corporation participating in the management or organization of the raffle shall have an employee or person with a proprietary, equitable or credit interest in the company and who has been convicted of a felony, has been a professional gambler or gambling promoter or has been determined to be of bad moral character.
- D. No organization participating in the management or organization of the raffle has an officer, director or employee, whether compensated or not, who has been convicted of a felony, has been a professional gambler or gambling promoter, or has been determined to be of bad moral character.
- E. There are no willful misrepresentations or falsifications of the above statements, answers and attachments. I am aware that should investigation disclose such misrepresentations and falsifications, my application will be rejected or, if already issued, my license will be subject to revocation.
- F. The raffle will be conducted in accordance with all requirements and conditions as set forth in Chapter 6 of the Homewood Municipal Code.

Organization President

Organization Secretary

Organization Secretary

Authorized Person Conducting Raffle

Z/12/24

Date

Z/12/24

Date



February 12, 2024

Village of Homewood Board of Trustees:

Marian Catholic High School is submitting an application to hold a Queen of Hearts raffle at Rudy's in Homewood, Illinois, starting February 29. 2024. As part of that application, Marian Catholic respectfully requests two (2) waivers to the Village of Homewood's current raffle ordinance:

- 1. Marian Catholic respectfully requests to sell raffle tickets for up to one (1) year, beyond the normal ninety (90) day maximum. Though unlikely, should the Queen of Hearts raffle take over a year to complete, Marian Catholic will wait until a new waiver request is approved by the Village of Homewood Board of Trustees before continuing raffle sales.
- 2. Marian Catholic respectfully requests to increase the maximum payout amount to \$250,000, the amount currently covered by Marian Catholic's employee dishonesty insurance. Though unlikely, should the Queen of Hearts jackpot exceed \$500,000 and the payout (half the jackpot) \$250,000, Marian Catholic will wait until a new waiver request is approved by the Village of Homewood Board of Trustees before continuing raffle sales.

Please refer to the full game rules attached to the application for more details on ticket sales and payouts. Once the Queen of Hearts is revealed, the game has ended. Marian Catholic will submit a new application to the Village of Homewood each time the school wishes to start a new game.

Thank you for your time and consideration of this waiver request. Any questions can be directed to me at <a href="mailto:mtaylor@marianchs.com">mtaylor@marianchs.com</a> or 708-996-4647.

Respectfully,

Michael Taylor

Assistant Athletic Director Marian Catholic High School

### MARIAN CATHOLIC HIGH SCHOOL QUEEN OF HEARTS RAFFLE RULES PROCEDURES

### ALL PROCEEDS BENEFIT MARIAN CATHOLIC HIGH SCHOOL

#### **RULES**

"The Queen of Hearts" is a progressive raffle. A deck of 54 playing cards, including two jokers, is placed randomly face down on a mounting board. The back of each card is numbered one (1) through fifty-four (54) and sealed to the board. Marian Catholic High School purchases the sealed board from a third-party gaming company and does not know the location of the Queen of Hearts.

Tickets are sold for \$5 each. Individuals may purchase as many tickets as they wish. All ticket purchases must be paid in cash. Tickets can be purchased immediately after the prior drawing and up to fifteen (15) minutes before the next drawing.

There can be only one individual's name per ticket. Individuals must write their name, telephone number, AND the playing card number they are requesting (1 to 54) on their raffle ticket. Any person purchasing a ticket and/or claiming a jackpot must be 18 years or older and provide proof of their age.

Purchased tickets are placed in a tumbler and are mixed in public view. Each week, one ticket is pulled from the tumbler by a member of the Queen of Hearts Committee.

The member of the Queen of Hearts Committee who drew the ticket will check the ticket to ensure it contains a legible name and playing card number. If both are legible, the committee person will match the playing card number on the ticket to the playing card on the board and will reveal the corresponding playing card to the public.

The ticket will be thrown away and a new ticket will be drawn from the tumbler if: the name or contact information is illegible; a nickname, abbreviation, family name, or group name is used; or a mailing label is used.

If the ticket is pulled and the playing card number is missing or is illegible, the first available number on the board will be selected. If the playing card number was already revealed, the next available playing card number on the board will be selected (i.e. if 7 is on the ticket, and playing card number 7 was already revealed, playing card number 8 would be selected if available).

Once a playing card is revealed, a member of the Queen of Hearts Committee will turn the selected playing card face up and secure it to the board. If the Queen of Hearts is not selected, the game and the jackpot will roll over to the next week. After the drawing, all tickets for that week's drawing will be destroyed and will not be used again. If the Queen of Spades is drawn we will start a new board.

The Queen of Hearts board will be permanently displayed at Rudy's at 17501 Dixie Highway in Homewood, Illinois, for the duration of the game.

The jackpot will continue to accumulate weekly until the QUEEN OF HEARTS playing card is revealed on the board. The jackpot, based on ticket sales, will be updated the day after the drawing and posted each week on the Marian Catholic Facebook page.

The first drawing will take place on February 22, 2024, at 7:30 p.m. at Rudy's. Only one ticket will be drawn each week. The winner need not be present. Thereafter, the drawing will be each Tuesday at 7:30 p.m. at Rudy's (unless otherwise posted). When the drawing falls on a holiday, we will freeze the drawing (but not sales) until the following Thursday.

If the ticket holder does not select the Queen of Hearts, they will receive \$100 for their ticket being drawn whether or not they are present. If her or his ticket reveals a joker or ace, the amount will be increased to \$500 or \$250, respectively. If the Queen of Spades is drawn the amount will increase to &550

The ticket holder who reveals the Queen of Hearts is the winner. The raffle is over, and the winner will receive a check in the amount of one-half of the jackpot less applicable taxes and fees. Marian Catholic High School shall retain the remaining one-half of the jackpot.

The winner is responsible for any and all taxes and fees. The winner must confirm their identity and social security number by completing and signing an IRS Form W-2G. In addition, if the prize is greater than \$5,000, IRS requires a withholding of 24% of the winnings less the amount of the wager (\$5). Winnings will not be distributed until the W-2G has been completed, signed, and returned to a Queen of Hearts committee member. If a player is unwilling or unable to complete, sign, and return the W-2G within ten (10) days of the drawing, 100% of the prize money will revert to Marian Catholic High School.

A winner cannot donate the prize to another person, group, organization, etc. without first taking ownership of the prize, which means the appropriate W-2G must be issued to the person whose name appears on the winning ticket and the appropriate withholding taken.

Tickets will be available for purchase during normal business hours at Rudy's and at Marian Catholic High School. On the evening of a drawing, no person may enter the line to purchase tickets after 7:25 p.m. Ticket sales will end at 7:25 p.m. prior to the drawing.

The minimum guaranteed jackpot payout is \$10,000.

If individuals do not agree with the rules of this game, there is no obligation to play. The Marian Catholic High School Queen of Hearts Committee reserves the right to amend these rules as needed prior to any week's drawing. Such amendments will be communicated on the Marian Catholic Facebook page.

Marian Catholic's Queen of Hearts committee members are not eligible to enter the raffle. The Queen of Hearts committee members are defined as:

- Marian Catholic Executive Committee
  - o Vince Krydynski, President
  - o Mary Ann West, Principal
  - o Curt Schubert, Chief Financial Officer
- Mike Taylor, Associate Athletic Director
- Carol Swanson, Director of Development & Alumni Relations
- Beth Fleming, Spartan Shop Manager
- Mary Harrison, Business Manager

The family members of the above individuals will be allowed to participate, as long they are legally allowed to participate (i.e. over the age of 18).

#### **PROCEDURES**

### Cash Collections and Deposit

Every evening on the drawing date two (2) committee members and/or other designated representatives will do a cash collection and raffle tickets reconciliation. The Marian Catholic Reconciliation Sheet will be used to do this reconciliation. A deposit ticket will be created and the cash collection will be deposited no later than the next business day at Old Second Bank.

In the event that the amount of cash collected by Rudy's exceeds \$5,000 prior to the weekly collection, they will be instructed to notify a committee member immediately. On this day, two (2) committee members and or other designated representatives will do a cash collection and raffle ticket reconciliation and will deposit the money collected into Old Second Bank that day.

All reconciliations must be completed by at least two (2) persons.

#### Security

For security purposes, whenever there is a pick-up of a cash collection that is or could potentially be more than \$5,000, the Business Manager, committee member, and/or other designated representative will be accompanied by either one or more security guards or another designated Marian Catholic representative.

### Payment of Raffle Winnings

A committee member and/or designated representative will require all winners to complete an IRS Form W-2G. This form has the name, address, and social security number of winner. All winnings will be paid by check payable to the winner. The Business Manager will cut this check and ensure that it gets to the winner within ten (10) business days.

If the winnings are more than \$5,000, Marian Catholic is required to withhold federal tax equal to 24% of the winnings.

### Revenue and Expenditures Accounting

All revenue and expenditures related to the Queen of Hearts will be recorded in the natural revenue or expense classifications under the Queen of Hearts Project Code 2600.

### **Use of Net Proceeds**

All of the net proceeds of the Queen of Hearts Raffle will be used for current or future year's athletic needs as determined by Marian Catholic's leadership and Booster Club.



#### **BOARD AGENDA MEMORANDUM**

DATE OF MEETING: February 27, 2024

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: John Schaefer, Director of Public Works

**Topic:** Village of Homewood Statement of Support – Restriping Dixie Highway to create a three-lane cross section that includes accommodations for on-street bicycles

#### **PURPOSE**

The Illinois Department of Transportation's (IDOT) Multi-Year Improvement Program (MYP) provides residents and IDOT stakeholders with an improvement plan for Illinois' transportation system within a proposed six-year program. IDOT understands that the department needs to look at a full range of transportation options, evaluate how they affect mobility for users, assess the current infrastructure, prioritize needed improvements based on system performance metrics and then, with available revenue sources, strive to integrate them into the overall IDOT transportation funding strategy. Homewood has a major flooding mitigation project that has been assigned to the current multi-year improvement program. The Dixie Highway viaduct flooding mitigation project proposes to correct the flooding issues that have plagued the viaduct for a number of years. As part of the project, IDOT is requesting to minimize the travel lanes and add bike zones along both sides of the roadway.

#### **PROCESS**

Per IDOT, the storm sewer draining the viaduct is broken and does not function. Also due to the poor drainage, the concrete pavement is in poor condition under the viaduct. The project proposes to improve drainage along Dixie Highway within the project corridor and specifically within the viaduct by replacing the outlet storm sewer to the next downstream functioning outlet. The project is listed to be constructed somewhere on IDOTs 2025 to 2029 program schedule. The project has a price tag of \$2M dollars that will be fully funded by IDOT.

The Illinois Department of Transportation recently completed a Phase I study for Dixie Highway from Harwood Avenue to Spruce Road. The general scope of work consists of improvements to drain the viaduct under the CN/Metra railroad. The report also includes restriping Dixie Highway to create a three-lane cross section that includes accommodations for on-street bicycles. IDOT is requesting the Village's support for the proposed road diet along Dixie Highway from Park Avenue to south of 175th Street.



The Illinois Department of Transportation is seeking a letter of support from the Village before moving forward with Phase I revision documentation. They also understand there may be additional questions or a request for additional information which can be addressed in the final Phase I document.

The letter of support would include the following:

As the Illinois Department of Transportation (IDOT) begins Phase II of Dixie Highway from Harwood Avenue to Spruce Road (P-91-241-17), the Village of Homewood supports restriping Dixie Highway from Park Avenue, to just south of 175th Street to create a three-lane cross-section that includes accommodations for on-street bicycles. These accommodations align with the marked and signed bike routes established in Homewood. We appreciate IDOT presenting this potential revision in the Phase I report on August 31, 2023, and welcome the opportunity to further discuss its implementation.

#### **OUTCOME**

Providing a letter of support to IDOT would enable the process of restriping Dixie Highway to move forward and would enable bicyclists to safely navigate the section of Dixie Highway from Park Avenue to south of 175<sup>th</sup> Street.

#### FINANCIAL IMPACT

Funding Source: N/ABudgeted Amount: N/A

#### **LEGAL REVIEW**

Not Required

#### RECOMMENDED BOARD ACTION

Authorize the Village President to execute a letter to the Illinois Department of Transportation in support of restriping Dixie Highway from Park Avenue to south of 175<sup>th</sup> Street in order to create a three-lane cross section that includes accommodations for on-street bicycle lanes.

#### ATTACHMENT(S)

**Concept Drawing** 

