Agenda
Village of Homer Glen
VILLAGE BOARD MEETING
Wednesday, June 10, 2020 – 7:00 p.m.
Village Board Room, 14240 W. 151st Street

To remotely participate in the Village Board Meeting, please use the following link to join the meeting via Zoom.

Meeting link: https://us02web.zoom.us/j/88210738703?pwd=WVc0SEZLMG5vam85N3Aven9LUUtVQ09

Dial (312) 626-6799
Webinar ID: 882 1073 8703
Password: 859198

A. CALL TO ORDER
B. PLEDGE OF ALLEGIANCE TO THE FLAG
C. ROLL CALL - ESTABLISH QUORUM
D. APPROVAL OF AMENDMENTS TO THE AGENDA
E. MINUTES
F. REPORTS AND COMMUNICATIONS FROM MAYOR AND OTHER OFFICERS
   1. Mayor
   2. Trustees
   3. Village Clerk
   4. Village Attorney
   5. Public Safety Officials
   6. Village Manager
G. PUBLIC COMMENT (3 Minute limit. Please sign in prior to start of meeting.)
H. CONSENT AGENDA
   1. Consider for Approval the Accounts Payable for the Period of May 29, 2020 through June 11, 2020 in the amount of $121,297.29.
   2. Consider for Approval TRIA Architecture’s Invoices No. 3321 and No. 3322 for Heritage Park Architectural Services, in the amount of $104,340.36.
I. LEGISLATION AND ACTION ITEMS
   1. Consider for Approval Resolution No. 20-006, a Resolution Authorizing the Release of Executive Session Minutes.
   2. Consider for Approval the Appointment of Chris Locacius as Vice-Chair of the Homer Community Festival Committee.
   3. Consider for Approval a Contract with Ace Pyro for the June 2021 Homer Fest Fireworks.
   4. Consider for Approval an Agreement with USIC to perform Utility Locating Services for the Village of Homer Glen as part of the Joint Utility Locating Information for Excavators (JULIE) Program.
   5. Consider for Approval Ordinance No. 20-020, an Ordinance Authorizing the Adjustment of Traffic Control Devices (Speed Limit Signs) on 151st Street, from Bell Road to Cedar Road, Reducing the Speed Limit from 45 MPH to 35 MPH.
   6. Consider for Approval the Award of Contract to Clauss Brothers, Inc. for the Heritage Park – Active Core Swings Project in the amount of $151,960.75.
   8. Consider for Approval Ordinance No. 20-022, an Ordinance amending Possession of Cannabis [Article VI
Possession of Cannabis of Chapter 155 (Public Safety) of the Code of the Village of Homer Glen.

9. Consider for Approval Ordinance No. 20-023, an Ordinance Permitting the Off-Premises Sale of Alcoholic Beverages at Certain Locations in the Village of Homer Glen and Amending the Village Code to Confirm with Such Permitted Sales.


J. WORKSHOP
   1. Discussion of Heritage Park Designs

K. OLD BUSINESS

L. NEW BUSINESS

M. EXECUTIVE SESSION
   1. Purchase of Sale of Real Property
   2. Executive Session Minutes

N. ADJOURNMENT
   DISABLED: Any individual requiring special accommodations as specified by the Americans with Disabilities Act is requested to notify the Village Manager of Homer Glen at (708)301-0632 at least 24 hours in advance of the meeting date.
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AGENDA SUPPLEMENT SHEET

Agenda Item Number: H.2

Village Board Meeting Date: June 10, 2020

Item Title: Consider for Approval TRIA Architecture’s Invoices No. 3321 and No. 3322 for Heritage Park Architectural Services, in the amount of $104,340.36.

Staff Contact: Assistant to the Village Manager Matt Walsh

Background Information: The Village has received TRIA invoices No. 3321 and 3322 for Heritage Park architectural services. These are the first invoices for architectural and engineering services for the selected future phases of Heritage Park. The proposal for these projects was approved by the Village Board at the February 12, 2020 Board Meeting.

There are two (2) separate invoices included in this approval. TRIA has separated the Active Core swings project from the others, as the scale of the project is significantly smaller and has been recently added to the scope of work. TRIA will be presenting the progress of the designs to the Village at tonight’s Board meeting. The deadline for the Active Core swings bid submittals was May 27. Approval of the recommended bid is on tonight’s agenda.

Below is the breakdown of the invoices;

Village Green, Amphitheater, Veteran’s Memorial and Cul-de-sac $94,639.11
Active Core Swings $9,701.25
Total $104,340.36

Budget Implications: The architectural design costs in the amount of $104,340.36 will be paid out of the Village’s Parks Fund Account #50.14.85.660 – Park Improvements.
Village of Homer Glen
Matt Walsh
14240 W. 151st Street
Homer Glen, IL 60491

Invoice number 3321
Date 05/27/2020

Project 20-007 VH-G-Heritage Park-Village
Green, Amphitheater, Veteran’s Memorial
and Cul-de-sac

For Professional Services through April 30, 2020

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<th>Previously Billed Amount</th>
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Invoice total 94,639.11

Please make payments to Tria Architecture, Inc. (901 McClintock, Suite #100, Burr Ridge, IL 60527, phone 630.455.4500 fax 630.455.4040). Late payments are subject to penalty fees.
Village of Homer Glen                        Invoice number 3322
Matt Walsh                                           Date 05/27/2020
14240 W. 151st Street                                      Project 20-008 VHG - Heritage Park-Active Core
Homer Glen, IL 60491   (Swings) Area

For Professional Services through April 30, 2020

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Invoice total 9,701.25

Please make payments to Tria Architecture, Inc. (901 McClintock, Suite #100, Burr Ridge, IL 60527, phone 630.455.4500 fax 630.455.4040). Late payments are subject to penalty fees.
AGENDA SUPPLEMENT SHEET

Agenda Item Number: I.1

Village Board Meeting Date: June 10, 2020

Committee Meeting Date: None. Direct to Village Board.

Item Title: Consider for Approval Resolution No. 20-006, A Resolution Authorizing the Release of Executive Session Minutes.

Contact: Village Clerk Christina Neitzke-Troike

Background/History
The Village Board has met from time to time in Executive Session to discuss negotiations, litigation, land acquisition and personnel. Written minutes have been kept of all meetings whether open or closed.

It is the responsibility of the Village Board to review Executive Meeting Minutes every 6 months and determine if the Executive Meeting Minutes are to be released and made available to the public for inspection, or to remain confidential.

Recommendation
The Village Clerk has presented to the Village Board for review Executive Session Meeting Minutes. The minutes or portions of minutes listed on Attachment “A” no longer require confidential treatment and can be released.

Attachments:
1. Resolution # 20-006
2. Attachment A – Minutes to be Released

Motion for Consideration: Is there a motion to approve Resolution No. 20-006, A Resolution Authorizing the Release of Executive Session Minutes?
THE VILLAGE OF HOMER GLEN
WILL COUNTY, ILLINOIS

RESOLUTION
NUMBER 20-006

A RESOLUTION APPROVING RELEASE OF CERTAIN EXECUTIVE SESSION MINUTES FOR PUBLIC INSPECTION

GEORGE YUKICH, Village President
CHRISTINA NEITZKE-TROIKE, Village Clerk

BROQUE BACKAL
CARLO CAPRIO
KEITH GRAY
RUBEN PAZMINO
BETH RODGERS
SHARON SWEAS
Trustees

Published in pamphlet form by authority of the President and Village Clerk of the Village of Homer Glen on 6/10/2020
Mahoney, Silverman & Cross, LLC, Village Attorneys – Joliet, Illinois 60435
RESOLUTION 20-006

A RESOLUTION APPROVING THE RELEASE OF CERTAIN EXECUTIVE SESSION MINUTES FOR PUBLIC INSPECTION

WHEREAS, the Board of Trustees for the Village of Homer Glen has met from time to time in closed session for purposes authorized by the Illinois Open Meetings Act; and

WHEREAS, pursuant to the requirements of 5 ILCS 120/2.06(d), the Board of Trustees of the Village of Homer Glen met in closed session to review closed session minutes; and

WHEREAS, the Board of Trustees of the Village of Homer Glen has determined that the minutes of the closed session meetings listed on the attached Schedule “A” no longer require confidential treatment and should be made available for public inspection.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF HOMER GLEN, WILL COUNTY, ILLINOIS, THAT:

Section 1: Recitals – The foregoing recitals are hereby incorporated into this Resolution as if fully set forth herein.

Section 2: Release of Minutes – The minutes of the closed session meetings listed on attached Schedule “A” are made available for public inspection. Any and all executive session minutes not listed in Schedule A still require confidential treatment and are not released.

Section 3: Clerk - The Village Clerk is hereby authorized and directed to make said minutes available for inspection and copying in accordance with standing procedure of the Clerk’s office.

Section 4. Recordings - Pursuant to Section 2.06(c) of the Open Meetings Act, the Clerk is further authorized to destroy the verbatim records of all Closed Meetings that have occurred more than eighteen (18) months from the date of this Resolution, this Board having approved written minutes of such meetings.

Section 5: Effective Date - This resolution shall be in full force and effect from and after its passage and approval.
Adopted this 10th day of June, 2020 pursuant to a roll call vote as follows:

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</tbody>
</table>

**APPROVED** by the Village President on June 10, 2020.

George Yukich,
Village President

**ATTEST:**

Christina Neitzke-Troike,
Village Clerk
Exhibit A- Executive Session Meeting Minutes
Approved and Released on June 10, 2020

2002
February 5, 2002
March 26, 2002
April 9, 2002
September 24, 2002

2003
February 11, 2003
February 25, 2003
March 8, 2003
June 10, 2003

2004
February 17, 2004
March 9, 2004
August 10, 2004
September 7, 2004

2019
March 20, 2019
Agenda Item Number: I.2

Village Board Meeting Date: June 10, 2020

Item Title: Consider a Motion to Appoint Chris Locacius as Vice-Chair of the Homer Community Festival Committee.

Motion for Consideration: Is there a motion to accept Mayor Yukich’s appointment Chris Locacius as Vice-Chair of the Homer Community Festival Committee?

Recommendation: Mayor Yukich recommends approval of the above motion.

Background Information: Due to the recent restructuring of the Village’s Committees and Chairpersons, there is now only one Chairperson of the Homer Community Festival Committee, Trustee Caprio. It is recommended that a Vice-Chair be appointed to act as chair in the event that Trustee Caprio misses a meeting.

Budget Implications: None
Agenda Item Number: I.3

Village Board Meeting Date: June 10, 2020

Item Title: Consider for Approval a Contract with Ace Pyro for the June 2021 Homer Fest Fireworks.

Motion for Consideration: Is there a motion to approve the Ace Pyro contract for the June 2021 Homer Fest Fireworks?

Staff Contact: Village Manager Karie Friling

Background Information: The Village had an executed contract with Ace Pyro for the 2020 Homer Fest fireworks. The $20,000 deposit on this contract was made by the Village in 2019. Due to COVID-19, Homer Fest was cancelled. The terms of the contract provided for a $10,000 return of the deposit and a $10,000 cancellation fee, in the event of cancellation. The Village has worked with Ace Pyro on a new contract that will allow Ace Pyro to hold the $20,000 and apply it towards the 2021 event. This allows Ace to not lose the deposited funds but also allows the Village to apply the full deposit towards the fireworks, as opposed to forfeiting $10,000.

Additionally, Aaron Enzer, the President of Ace Pyro, has agreed to provide a personal guarantee, in the event his company is unable to stay in business due to the economic impacts of COVID-19. The contract and personal guarantee are attached.

Budget Implications: The Village will not lose the $10,000 cancellation fee. At this time no additional monies are due, as the deposit has already been paid.
# Contract Service Agreement

This contract is between ACE Pyro, LLC (herein referred to as “ACE”), a Michigan based company with its principal place of Business at 13001 E. Austin Rd, Manchester, Michigan 48158 AND

<table>
<thead>
<tr>
<th>Name of Sponsoring Organization: The Village of Homer Glen</th>
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<tbody>
<tr>
<td>(Herein referred to as “Sponsor”)</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Sponsor Contact Name: Karie Friling, Homer Glen Village Manager</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Mailing Address of Sponsor: 14240 W. 151st Street, Homer Glen, IL 60491</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Email Address of Sponsor: <a href="mailto:kfriling@homerglenil.org">kfriling@homerglenil.org</a></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Sponsor Phone: (708) 301-0632</th>
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<tr>
<th>Billing Contact Name:</th>
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<table>
<thead>
<tr>
<th>Billing Email Address:</th>
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<tr>
<th>Billing Phone:</th>
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<tr>
<td>(If different from above)</td>
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</tbody>
</table>

ACE will supply the professional fireworks display(s) listed below including all necessary fireworks materials, equipment and personnel in accordance with the specifications agreed to by the parties.

## 1. Display(s)

<table>
<thead>
<tr>
<th>Display Date</th>
<th>Rain Date</th>
<th>Total Budget</th>
<th>Deposit Amount</th>
<th>Deposit Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 2021 TBD</td>
<td>TBD</td>
<td>$40,000</td>
<td>$20,000</td>
<td>Nov. 20, 2019</td>
</tr>
</tbody>
</table>

## 2. Contract Period

This contract will be for one fireworks display.

## 3. Budget

If a budget larger than that listed under section 1 is available, additional fireworks will be added to increase the size and dramatic impact of the display.

## 4. Payment(s)

Deposits of 50% are due 120 days prior to the display date. If the contract is entered into fewer than 120 days prior to the display, a deposit of 50% is due upon entering into this contract. Full payment is due 5 days prior to the display date. The display shall not be fired until payment is full has been received, or other payment arrangements confirmed.
5. Licenses & Insurance
ACE shall carry and maintain applicable licenses, permits and insurance policies including general liability, auto and workers’ compensation as required by law to conduct professional fireworks displays. ACE shall supply a certificate of general liability insurance in the amount of $10,000,000 naming the Sponsor as additional insured as well as Lauderdale Lake’s lake management district and the town of Lagrange.

6. Inclement Weather
ACE will make every attempt to execute all fireworks displays as scheduled. ACE reserves the right to postpone a display for safety hazards caused by inclement weather. The Sponsor shall cover the additional costs reasonably incurred by shooting the display on a mutually agreed upon alternate date. The additional cost for shooting the display on an alternate date shall not exceed 10% of the display budget. The alternate date must fall within 90 days of the original display date or the display is subject to permanent cancellation.

7. Cancellation
The following fees schedule will apply should the Sponsor elect to cancel a display included in this contract. Cancellation 120 or more days prior to display date shall result in a cancellation fee of 10%. Cancellation within 120 days of the display date shall result in a cancellation fee of 25%. Cancellation within 5 days of the display date shall result in a cancellation fee of 50%. Displays postponed due to inclement weather not rescheduled for a date within 90 days following the original display date are subject to a cancellation fee of 50%.

8. Safety & Workflow
NFPA 1123: Code for Fireworks Display shall be followed at all times. All work shall be performed in a thoroughly workmanlike manner and in accordance with the highest standards of quality for such work. ACE personnel shall wear identifying name badges or shirts while working on site. Under no circumstances shall any person under the influence of drugs or alcohol be allowed within the setup area. Following the display ACE will inspect the fallout area for unexploded items or other hazards resulting from the fireworks display. The Sponsor shall conduct a final inspection of the display fallout area the morning following the display.

9. Security
The Sponsor and ACE will share responsibility ensuring that no unauthorized person enters the display setup area unless the person is escorted by, and supervised by, a member of the fireworks setup crew. During the display, the Sponsor agrees to furnish police and/or crowd security persons, ensuring adequate patrol of the fallout area until ACE advises that security is no longer necessary. ACE reserves the right to pause the display in the event that unauthorized persons enter the secured fallout area.
10. Marketing
ACE may use public displays for promotional use, including but not limited to video recording and inviting current and/or potential customers to view the display setup site and the fireworks display. For private displays, ACE will seek approval from the Sponsor before making such invitations. In return for marketing privileges ACE may donate products and services to enhance the display.

11. Force Majeure
ACE will take all reasonable steps to complete its obligations under this contract. However, ACE shall not be held responsible for failure to perform its obligations under this contract if such failure is a result of an act of God including extreme weather, natural disaster, terrorism, war, or any extraordinary circumstance beyond its control.

12. Hold Harmless
ACE agrees to indemnify and hold harmless the Sponsor, its agents and employees, against any and all liability claims, damages, losses, expenses and costs, including attorney fees that arise out of the display which is the subject of this agreement. The Sponsor agrees to give ACE prompt notice of any claims or demands and to cooperate with ACE, its insurance carrier, or its successors in interest or assigns, if any, in the defense of any such claims and/or demands. The Sponsor agrees to indemnify and hold ACE harmless against any and all liability claims, damages, losses, expenses and costs, including attorney fees that arise out of the display which is subject of this agreement, which are caused by the Sponsor and/or its agents, servants or employees negligence or failure to adhere to its responsibilities under this agreement.

13. Terms & Conditions
This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be brought in the Circuit Court of Will County, Illinois. This agreement is non-binding irrespective of endorsement until a deposit (as per section 4) has been satisfied and notice presented by ACE.

14. Addendums
This contract supersedes the contract for a display on 6-25-2020. The deposit of $20,000 will carry to this contract and has already been received by ACE. The date for this contract is to be the mutually agreed upon date between the Sponsor and ACE, and any future date may be selected, although it is anticipated that the display will be during June of 2021.
Display Coordination Contact

Please provide information for a primary contact person who can be reached on the date of your event. This will help to ensure smooth and accurate execution of your display.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Work Phone</th>
<th>Cell Phone</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

Contract accepted on behalf of **Sponsor:**

<table>
<thead>
<tr>
<th>Signature</th>
<th>Please Print Name</th>
<th>Please Print Title</th>
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<tr>
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</table>

Contract accepted on behalf of **ACE:**

<table>
<thead>
<tr>
<th>Signature</th>
<th>Please Print Name</th>
<th>Please Print Title</th>
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</table>

**Aaron Enzer**

President

Please Print Name

Please Print Title
**Deposit Return Personal Guarantee**

The Village of Homer Glen has made a deposit of $20,000 for a Fireworks display to ACE Pyro, LLC. This deposit is secured by all of the assets of ACE Pyro, LLC that are not otherwise secured by commercial bank financing. In addition, Aaron Enzer personally guarantees the repayment of this deposit per the following terms:

If The Village of Homer Glen cancels the display, per the contract, $10,000 of the deposit will be returned and $10,000 will be forfeit. If ACE Pyro is unable to continue business and perform its obligations under the contract, the full deposit of $20,000 will be returned.

This Deposit Return Personal Guarantee shall be considered an addendum to the display contract and all other contract terms not specifically modified by this addendum shall remain in force.

_________________________________
Aaron Enzer, President, ACE Pyro, LLC

_________________________________
Aaron Enzer, Individually
AGENDA SUPPLEMENT SHEET

Agenda Item Number: I.4

Village Board Meeting Date: June 10, 2020

Committee Meeting Date: Direct to Board.

Item Title: Consider for Approval an Agreement with USIC to perform Utility Locating Services for the Village of Homer Glen as part of the Joint Utility Locating Information for Excavators (JULIE) Program.

Motion for Consideration: Is there a motion to approve an Agreement with USIC, Based on Option 2 Pricing, to perform Utility Locating Services for the Village of Homer Glen as part of the Joint Utility Locating Information for Excavators (JULIE) Program?

Committee Recommendation: None. Direct to Board.

Staff Contact: Development Services Director Salamowicz

Background Information: As the Board knows, the Village is responsible for locating Village owned utilities, as part of the JULIE program.

There are typically three (3) services associated with the utility locates. The first service is the review of the JULIE tickets, as they are received, to determine whether or not the Village has any utilities in this area. The second service is to perform the actual utility locate, during normal business hours, if it is determined that, based on the review of the ticket(s) that, the Village has utilities in the vicinity. And the third service is to perform utility locates after normal business, on weekends and/or holidays.

Service #1: Review of JULIE Locate ticket.
Service #2: Locate buried street light service(s) during normal business hrs.
Service #3: Locate buried street light service(s) after normal business hrs. weekends & holidays.
The Village contacted four (4) firms to obtain proposals for the 2020 Locating Services. Based on the information received, the following cost summary has been provided to compare the proposals:

Lyons Pinner: Only locates street lighting – would be based on time/material.

USIC: (Option 1) Service #1: $4.00, Service #2: $25.25, Service #3: $45.00
(Option 2) Service #1 and #2: $5.92, Service #3 $45.00

GPRS: Service #1: $25.00, Service #2: $150.00, Service #3: $250.00

G4S: Service #1: $2.11, Service #2: $55.97, Service #3: $114.52

In 2019/2020 the Village had a total of 3,503 JULIE tickets received. This includes 280 standard locates and 20 after hours/holiday locates. As our current contract with USIC started in July of 2019, these numbers are for 11 months and do not include totals for June of 2020. Therefore, to obtain a number for the full 12-month period, the June locate numbers were estimated based on an average of the previous summer months. Below is a summary of costs based on FY20 service levels.

<table>
<thead>
<tr>
<th></th>
<th>Service #1</th>
<th>Service #2</th>
<th>Service #3</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lyons Pinner</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>G4S</td>
<td>$7,391.33</td>
<td>$15,671.6</td>
<td>$2,290.40</td>
<td>$25,353.33</td>
</tr>
<tr>
<td>GPRS</td>
<td>$87,575.00</td>
<td>$42,000.00</td>
<td>$5,000.00</td>
<td>$134,575.00</td>
</tr>
<tr>
<td>USIC (Option 1)</td>
<td>$14,012.00</td>
<td>$7,070.00</td>
<td>$900.00</td>
<td>$22,042.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>+ $60.00*</td>
</tr>
<tr>
<td>(Option 2)</td>
<td>$20,737.76</td>
<td>$60.00*</td>
<td>$900.00</td>
<td>$21,697.76</td>
</tr>
</tbody>
</table>

*The $60.00 is an estimate based on potential additional costs as explained below.

It should be noted that the costs identified above are approximate costs, based on 2019/2020 locating data, and therefore can vary based on construction activity and locating requirements for the FY 2020/2021. It should be noted that USIC includes an additional cost of $15.00 per ¼ hour for utility locates that take longer than 30 minutes and GPRS charges an additional $100 per locate over 500 linear feet. However, USIC has stated that the majority of utility locates are performed in less than 30 minutes. In addition, in 2019-2020 there were only 4 locates that went beyond the 30-minute mark for a total additional cost of $52.00. Therefore, this cost is expected to be minimal.

Staff reviewed both USIC options. Although they are similar in cost based on the current ticket/locate numbers, as the number of actual locates increases, the cost of Option 1 will also increase. However, since Option 2 has the same cost regardless of the actual number of locates performed, as the ratio of actual locates vs the number of tickets increases, the cost will remain the same. Therefore, based on the pricing listed above, Staff recommends USIC – Option 2. USIC is the current contractor for these services and have performed well.

Budget Implications: The JULIE utility locating services has been included in the General Fund for FY 2020-21 under line item 10-55-60-275. The budgeted amount for FY21 is $45,000.
AGENDA SUPPLEMENT SHEET

Agenda Item Number: I.5

Village Board Meeting Date: June 10, 2020
May 13 & 27, 2020

Committee Meeting Date: March 5, 2020

Item Title: Consider for Approval Ordinance No. 20-020, an Ordinance Authorizing the Adjustment of Traffic Control Devices (Speed Limit Signs) on 151st Street, from Bell Road to Cedar Road, Reducing the Speed Limit from 45 MPH to 35 MPH

Committee Recommendation: None.

Staff Contact: Development Services Director Salamowicz

Background Information: There have been recent discussions regarding the speed limit on 151st Street, at the Public Services & Safety Committee. The discussions centered around the potential to reduce the speed limit, on 151st Street, to a consistent 40 mph, throughout the Village. However, with the potential widening project of 151st Street in the not too distant future, the PS&S Committee decided to wait on any further discussion regarding speeds on 151st.

At the May 13, 2020 Board Meeting, a resolution, No. 20-004, was brought before the Board as part of the Illinois Department of Transportation’s review of the Phase I study for the widening of 151st Street. IDOT required that, as part of the Phase I study, that the Village approve a resolution supporting the reduction of the speed limit on 151st Street, from 45 mph to 40 mph, upon completion of the future widening project.
Also at the May 13, 2020 Village Board meeting, there was discussion about the possibility of lowering the speed limit to 35 mph. Since 151st Street is under the jurisdiction of the Village of Homer Glen, the Village Board can lower the speed limit at any time. Based on further discussion at the May 27, 2020 meeting, the Board approved Resolution 20-004, a resolution authorizing the reduction of the speed limit on 151st Street, from Bell Road to Cedar Road, to 40 mph or less, as part of the 151st Street roadway widening project and direct staff to prepare a resolution for the Village Board consideration to reduce the speed limit to 35 mph.

Any modification or change to traffic control devices, within the Village, shall be approved via an Ordinance. Thus, at the direction of the Village Board, attached is a copy of Ordinance 20-020, an Ordinance Authorizing the Adjustment of Traffic Control Devices (Speed Limit Signs) on 151st Street, from Bell Road to Cedar Road, Reducing the Speed Limit from 45 MPH to 35 MPH. Public messaging and new signs will be completed prior to traffic enforcement, which will begin on August 1, 2020.

**Budget Implications:** None.
THE VILLAGE OF HOMER GLEN
WILL COUNTY, ILLINOIS

ORDINANCE
NUMBER 20-020

AN ORDINANCE ADJUSTING TRAFFIC CONTROL DEVICES (SPEED LIMIT SIGNS) ON 151st STREET (BELL ROAD TO CEDAR ROAD)
REDUCING THE SPEED LIMIT TO 35 MPH

GEORGE YUKICH, Village President

CHRISTINA NEITZKE-TROIKE, Village Clerk

BROQUE BACKAL
CARLO CAPRIO
KEITH GRAY
RUBEN PAZMINO
BETH RODGERS
SHARON SWEAS

Trustees
AN ORDINANCE ADJUSTING TRAFFIC CONTROL DEVICES (SPEED LIMIT SIGNS) ON 151ST STREET (BELL ROAD TO CEDAR ROAD) REDUCING THE SPEED LIMIT TO 35 MPH

WHEREAS, the Village of Homer Glen, Will County, Illinois (the “Village”) is a home rule municipality pursuant to Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs (the “Home Rule Powers”); and

WHEREAS, pursuant to the provisions of 625 ILCS 5/11-604, the Corporate Authorities of the Village of Homer Glen may by ordinance establish absolute maximum speed limits for all streets within the corporate limits of the Village and which are not under the jurisdiction of or maintained by the Illinois Department of Transportation, the Illinois State Toll Highway Authority or the Will County Department of Transportation; and

WHEREAS, pursuant to the provisions of 625 ILCS 5/11-304, the Corporate Authorities of the Village of Homer Glen may by ordinance authorize the placement of traffic control devices for all streets within the corporate limits of the Village

NOW, THEREFORE, BE IT ORDAINED by the Village President and Village Board of Trustees of the Village of Homer Glen, Will County, Illinois. By and through its Home Rule Powers, as follows:

Section 1: Incorporation of Recitals – The Board of Trustees of the Village of Homer Glen finds that the recitals set forth above are true and correct and includes the recitals in the Ordinance.

Section 2: Establishment of Absolute Maximum Speed Limit and Placement of Speed Limit Signs - From and after August 1, 2020, the absolute maximum speed limit on 151st Street, Bell Road to Cedar Road, shall be 35 miles per hour. Speed limit signs shall be placed at the necessary intersections in order to notify vehicle drivers.

Section 3: Severability - The various portions of this Ordinance are hereby expressly declared to be severable, and the invalidity of any such portion of this Ordinance shall not affect the validity of any other portions of this Ordinance, which shall be enforced to the fullest extent possible.

Section 4: Repealer - All ordinances or portions of ordinances previously passed or adopted by the Village of Homer Glen that conflict with or are inconsistent with the provisions of this Ordinance are hereby repealed.

Section 5: Penalty – Any person violating this Ordinance shall be subject to a fine of not less than $50.00 nor more than $750.00.

Section 6: Effective Date - This Ordinance shall be in full force and in effect, beginning on August 1, 2020, after its passage and approval and after necessary signage has been installed.
Adopted this 10th day of June, 2020 pursuant to a roll call vote as follows:

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
<th>ABSENT</th>
<th>PRESENT</th>
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<tbody>
<tr>
<td>Backal</td>
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<td></td>
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<td>Caprio</td>
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<td>Gray</td>
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<td>Pazmino</td>
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<td>Rodgers</td>
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<tr>
<td>Sweas</td>
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<tr>
<td>Yukich (Village President)</td>
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<tr>
<td>TOTAL</td>
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**APPROVED** by the Village President on June 10, 2020.

George Yukich  
Village President

ATTEST:

Christine Neitzke-Troike  
Village Clerk
AGENDA SUPPLEMENT SHEET

Agenda Item Number: I.6

Village Board Meeting Date: June 10, 2020

Item Title: Consider for Approval Award of Contract to Clauss Brothers, Inc. for the Heritage Park - Active Core Swings in the amount of $151,960.75.

Motion for Consideration: Is there a motion to approve award of contract to Clauss Brothers, Inc. for the Heritage Park - Active Core Swings in the amount of $151,960.75.

Staff Contact: Village Manager Karie Friling

Background Information: On May 6, 2020, The Village advertised and let the bid for the Heritage Park – Active Core Swings. The bid opening occurred on May 27, 2020. The Village received two bids for this project.

Clauss Brothers, Inc. (Elgin, Illinois) - $151,960.75
Great Lakes Landscaping Company (Elk Grove, Illinois) - $159,854.00

The bid documents included two alternates –
A. Furnish & Install Sod in lieu of seed/blanket
B. Furnish & Install mulch in lieu of synthetic rubber surfacing

Both Tria and staff recommend approving the base bid and rejecting the alternates. The installation of mulch in lieu of the synthetic rubber surface (alternate “B”) from Clauss Brothers’ was a savings of $43,173. Please note the synthetic surface is included in the $151,960.75. Great Lakes’ cost was a savings of $33,680 for mulch, in lieu of the synthetic rubber surface.

It is also not recommended to include alternate “A”, as a reliable watering system is not available for the sod and the area is limited in size.
Staff is also recommending a 10% contingency be set aside for the project, in the amount of $15,196. This amount will not be part of the awarded contract amount.

The anticipated substantial completion date is September 1, 2020. The construction observation will be done in-house. The lead time for the delivery of the swing equipment is 6-8 weeks out from the execution of the contract.

**Budget Implications:** The engineer’s estimate was $139,104. The bid award, with alternate “B” is $12,856.75 over this estimate. This additional amount, along with the 10% contingency will be taken from the park fund.
June 5, 2020

VIA EMAIL
(3) Page(s) Inclusive
kfriling@homerglenil.org

Ms. Karie Friling, Village Manager
Village of Homer Glen
14240 West 151st Street
Homer Glen, Illinois  60491

Re: Village of Homer Glen
Heritage Park – Active Core Swings
Architect’s Project Number:  20-008
Letter of Recommendation

Dear Ms. Friling:

Bids were received on the above referenced project at the Village of Homer Glen, 14240 West 151st Street, Homer Glen, Illinois  60491 at 11:00 a.m. on May 27, 2020. One (1) bidder was a Bidder of Record and two (2) bids were received.

Tria Architecture, Inc. has reviewed the qualifications and references of the low bid contractor, CLAUSS BROTHERS, INC., and has found no evidence which would disqualify them from being awarded the contract for this work.

Tria Architecture, therefore, recommends that the Board of Trustees consider awarding the contract for construction, inclusive of the base bid only, to CLAUSS BROTHERS, INC., 12N330 Switzer Road, Elgin, Illinois  60124 for the total contract amount of $151,960.75. Tria Architecture recommends not accepting alternates A and B. Work is to be substantially complete by September 4, 2020.

Also, please find the attached Bid Tabulation Form for your review.

If you have any questions concerning the bidding of the Heritage Park – Active Core Swings, please do not hesitate to call. Tria Architecture, and myself specifically, look forward to working with the Village toward a successful completion of this project.
Ms. Karie Friling, Village Manager  
Village of Homer Glen  
Heritage Park – Active Core Swings  
Project Number:  20-008  

**Letter of Recommendation**  
June 5, 2020  
Page 2 of 2

Sincerely,

TRIA ARCHITECTURE, INC.  
James A. Petrakos, AIA, LEED AP  
Principal Architect

Attachments:  Bid Tabulation, Dated May 27, 2020, 1 Page(s)

cc:  None

File Name:  20008LOR.docx
**BID TABULATION**

**Owner:** Village of Homer Glen  
**Project Name:** Heritage Park - Active Core Swings  
**Architect's Project #:** 20-008  
**Bid Due Date:** May 27, 2020, 11:00 a.m.

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Addendum</th>
<th>Base Bid</th>
<th>Alternates</th>
<th>Comp. Date</th>
<th>Subst.</th>
<th>Bid Bond</th>
<th>Bid Forms</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clauss Brothers, Inc.</td>
<td>N</td>
<td>$151,960.75</td>
<td>$2,430 ($43,173)</td>
<td>9/1/20</td>
<td>N</td>
<td>Y</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Great Lakes Landscaping</td>
<td>Y</td>
<td>$159,854</td>
<td>$1,400 ($33,680)</td>
<td>10/2/20</td>
<td>N</td>
<td>Y</td>
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**Alternate Descriptions:**  
A - Furnish and install sod in lieu of specified seed and blanket (ADD)  
B - Furnish and install mulch in lieu of synthetic rubber surfacing (DEDUCT)

**Notes:**  
Substantial Completion Date - September 4, 2020  
Bid Docs - 00485, 00486, 00487, 00495, 00496, 00497
Agenda Item Number: I.7

Village Board Meeting Date: June 10, 2020

Committee Meeting Date: March 4, 2020 – PS&S

Item Title: Consider for Approval Ordinance 20-021, an Ordinance amending Drug Paraphernalia [Article II Drug Paraphernalia of Chapter 155 (Public Safety) of the Code of the Village of Homer Glen]

Motion for Consideration: Is there a motion to approve Ordinance 20-021, an Ordinance amending Drug Paraphernalia [Article II Drug Paraphernalia of Chapter 155 (Public Safety) of the Code of the Village of Homer Glen.]?

Committee Recommendation: The Public Services and Safety Committee recommends approval of this Ordinance.

Staff Contact: Staff Liaison to the Public Services and Safety Committee Joseph Baber

Background Information: On January 1, 2020 the laws as it applies to the consumption of cannabis changed in the State of Illinois. After review of the Code by the Village Attorney, the attached shows the proposed text amendments in red font. The attached ordinance reflects the changes.
THE VILLAGE OF HOMER GLEN
WILL COUNTY, ILLINOIS

ORDINANCE
NUMBER 20-021

AN ORDINANCE AMENDING
DRUG PARAPHERNALIA [ARTICLE II DRUG
PARAPHERNALIA OF CHAPTER 155 (PUBLIC
SAFETY) OF THE CODE OF THE VILLAGE OF
HOMER GLEN]

GEORGE YUKICH, Village President
CHRISTINA NEITZKE-TROIKE, Village Clerk
BROQUE BACKAL
CARLO CAPRIO
KEITH GRAY
RUBEN PAZMINO
BETH RODGERS
SHARON SWEAS

Trustees

Published in pamphlet form by authority of the Village President and Trustees of the Village of Homer Glen on 6/10/2020
AN ORDINANCE AMENDING DRUG PARAPHERNALIA [ARTICLE II DRUG PARAPHERNALIA OF CHAPTER 155 (PUBLIC SAFETY) OF THE CODE OF THE VILLAGE OF HOMER GLEN

WHEREAS, the Village of Homer Glen, Will County, Illinois (the “Village”) is a home rule municipality pursuant to Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs (the “Home Rule Powers”); and

WHEREAS, the Village of Homer Glen has the power to impose the same or greater restrictions or limitations upon the availability of drug paraphernalia as are imposed by the State of Illinois pursuant as defined in Section 10 of the Cannabis Regulation and Tax Act (410 ILCS 708/10); and

WHEREAS, because of the threat to the health, safety and welfare of members of the public presented by the availability of drug paraphernalia, the Corporate Authorities of the Village of Homer Glen hereby declare such activity to constitute a public nuisance, and further declare the necessity of preventing, prohibiting and abating the same.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF HOMER GLEN, WILL COUNTY, ILLINOIS, THAT:

Section 1. Recitals. The foregoing recitals are hereby incorporated into this Ordinance as if fully set forth herein.

Section 2. Amending Article II Drug Paraphernalia §155-5 through §155-12 of the Code of the Village of Homer Glen, Illinois, hereby to read as follows:

§ 155-5. Definitions.
As used in this article, the following terms shall have the meanings indicated:

CANNABIS — means marijuana, hashish, and other substances that are identified as including any parts of the plant Cannabis sativa and including derivatives or subspecies, such as Indica, of all strains of cannabis, whether growing or not; the seeds thereof, the resin extracted from any part of the plant; and any compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin, including tetrahydrocannabinol (THC) and all other naturally produced cannabino derivatives, whether produced directly or indirectly by extraction; however, “cannabis” does not include the mature stalks of the
plant, fiber produced from the stalks, oil or cake made from the seeds of
the plant, any other compound, manufacture, salt, derivative, mixture, or
preparation of the mature stalks (except the resin extracted from it), fiber,
 oil or cake, or the sterilized seed of the plant that is incapable of
germination. “Cannabis” does not include industrial hemp as defined and
authorized under the Industrial Hemp Act. “Cannabis” also means
cannabis flower, concentrate, and cannabis-infused products.

CANNABIS CONCENTRATE— means a product derived from
cannabis that is produced by extracting cannabinoids, including
tetrahydrocannabinol (THC), from the plant through the use of
propylene glycol, glycerin, butter, olive oil or other typical cooking fats;
water, ice, or dry ice; or butane, propane, CO2, ethanol, or isopropanol
and with the intended use of smoking or making a cannabis-infused
product. The use of any other solvent is expressly prohibited unless and
until it is approved by the Department of Agriculture.

CANNABIS CONTAINER— means a sealed, traceable, container, or
package used for the purpose of containment of cannabis or cannabis-
infused product during transportation.

CANNABIS FLOWER— means marijuana, hashish, and other
substances that are identified as including any parts of the plant
Cannabis sativa and including derivatives or subspecies, such as
Indica, of all strains of cannabis; including raw kief, leaves, and buds,
but not resin that has been extracted from any part of such plant; nor
any compound, manufacture, salt, derivative, mixture, or preparation of
such plant, its seeds, or resin.

CANNABIS-INFUSED PRODUCT— means a beverage, food, oil,
ointment, tincture, topical formulation, or another product containing
 cannabis or cannabis concentrate that is not intended to be smoked.

CANNABIS PARAPHERNALIA— means equipment, products, or
materials intended to be used for planting, propagating, cultivating,
growing, harvesting, manufacturing, producing, processing, preparing,
testing, analyzing, packaging, repackaging, storing, containing,
concealing, ingesting, or otherwise introducing cannabis into the
human body.

CONTROLLED SUBSTANCE — Shall have the meaning ascribed to
it in Section 102 of the Illinois Controlled Substances Act (720 ILCS
570/102) as presently enacted or as amended from time to time, as if
that definition were incorporated herein.

DELIVER or DELIVERY — The actual, constructive or attempted
transfer of possession, with or without consideration, whether or not
there is an agency relationship.

DRUG PARAPHERNALIA — All equipment, products and materials
of any kind, other than methamphetamine manufacturing materials as
defined in Section 10 of the Methamphetamine Control and
Community Protection Act (720 ILCS 646/10) and cannabis paraphernalia as defined in Section 10 of the Cannabis Regulation and Tax Act (410 ILCS 705/1-10), which are intended to be used unlawfully in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling, or otherwise introducing into the human body a controlled substance in violation of the Controlled Substances Act (720 ILCS 570/100 et seq.), the Cannabis Control Act (720 ILCS 550/1 et seq.) or the Methamphetamine Control and Community Protection Act (720 ILCS 646/1 et seq.) or a synthetic drug product or misbranded drug in violation of the Illinois Food, Drug and Cosmetic Act (410 ILCS 620/1 et seq.) as those statutes are presently enacted, or as may be amended from time to time. It includes, but is not limited to:

§ 155-5

A. Kits intended to be used unlawfully in manufacturing, compounding, converting, producing, processing, or preparing controlled substances.

B. Isomerization devices intended to be used unlawfully in increasing the potency of any species of plant which is a controlled substance.

C. Testing equipment intended to be used unlawfully in analyzing the strength, effectiveness or purity of controlled substances.

D. Diluents and adulterants intended to be used unlawfully in cutting controlled substances by private persons.

E. Objects intended to be used unlawfully in ingesting, inhaling, or otherwise introducing cocaine or a synthetic drug product or misbranded drug in violation of the Illinois Food, Drug and Cosmetic Act into the human body, including, where applicable, the following items:

1. Water pipes.
2. Carburetion tubes and devices.
3. Smoking and carburetion masks.
5. Carburetor pipes.
(7) Air-driven pipes.

(8) Chillums.

(9) Bongs.

(10) Ice pipes or chillers

F. Any item whose purpose, as announced or described by the seller or deliverer thereof, is in violation of this article.

FOR SALE — To keep for, offer for, sell, or deliver, for any commercial consideration, any item of drug paraphernalia.

§ 155-6. Drug Paraphernalia and Cannabis Paraphernalia Possession prohibited; penalty.

A. It is unlawful for any person to use, or to possess with intent to use, drug paraphernalia to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare cannabis or a controlled substance for use, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale, or otherwise introduce into the human body a controlled substance in violation of the Controlled Substances Act (720 ILCS 570/100 et seq.) as presently enacted or as is amended from time to time.

B. A person under twenty-one (21) years of age shall not possess cannabis paraphernalia.

C. Any person who violates this section shall, upon conviction, be fined an amount not less than $200 nor more than $1,000.

§ 155-7. Manufacture or delivery prohibited; penalty.

It is unlawful for any person to deliver, possess with intent to deliver or manufacture with intent to deliver drug paraphernalia. Any person who violates this section shall, upon conviction, be fined an amount not less than $200 nor more than $1,000.

§ 155-8. Sale prohibited; penalty.

It is unlawful for any person to sell, offer to sell, or deliver for commercial consideration drug paraphernalia. Any person who violates this section shall, upon conviction, be fined an amount not less than $300 nor more than $1,000 for each such item. Any store, place or premises from which or in which drug paraphernalia is sold, offered for sale or delivered for commercial consideration shall be deemed to be a public nuisance.
§ 155-9. Advertisement prohibited; penalty.²

It is unlawful for any person to place in any newspaper, magazine, handbill, or other publication any advertisement, knowing, or under circumstances where one reasonably should know, that the advertisement, in whole or in part, is to promote objects designed or intended for use as drug paraphernalia. Any person who violates this section shall, upon conviction, be fined an amount not less than $100 nor more than $1,000.

§ 155-10. Determination of intent.

In determining intent, the proximity of cannabis or other controlled substances to cannabis paraphernalia or drug paraphernalia or the presence of cannabis or controlled substances on the cannabis paraphernalia or drug paraphernalia may be taken into consideration.


This article shall not apply to or prohibit the following:

A. Items marked for use in the preparation, compounding, packaging, labeling or other use of cannabis or a controlled substance as an incident to lawful research or teaching and not for sale.

B. The possession of hypodermic syringes or needles by a person legally authorized to possess the same under the Hypodermic Syringes and Needles Act (720 ILCS 635/0.01 et seq.).

C. All persons whoever may, under the Illinois Compassionate Use of Medical Cannabis Program Act, lawfully sell, offer for sale, deliver, dispense distribute, and possess cannabis, are exempt from this Chapter.


The Village Attorney may commence an action in the Circuit Court, in the name of the Village of Homer Glen, to abate the public nuisance as described in § 155-8. Upon being satisfied by affidavits or other sworn evidence that an alleged public nuisance exists, the court may, without bond, enter a temporary restraining order to enjoin any defendant from maintaining the nuisance and may, without bond, enter a preliminary injunction restraining any defendant from removing or interfering with any property used in connection with the public nuisance. If during the proceedings and hearings upon the merits the existence of the nuisance is established, and it is established that the nuisance was maintained with the intentional, knowing or reckless permission of the owner, or an agent of the owner managing the premises, the court shall enter an order restraining all person from maintaining or permitting the nuisance and from using the premises for a period of one year.
thereafter. However, an owner, lessee, or other occupant thereof may use the premises if the owner gives bond with sufficient security or surety, in an amount between $5,000 and $10,000, as approved by the court, payable to the Village. The bond shall include a condition that no offense specified in this article shall be committed at, in, or upon the property described, and a condition that the principal obligor and surety assume responsibility for any fine, costs, or damages incurred by any person resulting from such an offense.

Section 3. Severability. The various portions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

Section 4. Repealer. All other Ordinances or parts of other Ordinances previously passed or adopted by the Village of Homer Glen that conflict with or are inconsistent with the provisions of this Ordinance are hereby repealed.

Section 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.
Adopted this 10th day of June, 2020 pursuant to a roll call vote as follows:

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**APPROVED** by the Village President on June 10, 2020.

______________________________
George Yukich
Village President

ATTEST:

______________________________
Christina Neitzke-Troike
Village Clerk
AGENDA SUPPLEMENT SHEET

Agenda Item Number: I.8

Village Board Meeting Date: June 10, 2020

Committee Meeting Date: March 4, 2020

Item Title: Consider for Approval Ordinance No. 20-022, an Ordinance amending Possession of Cannabis [Article VI Possession of Cannabis of Chapter 155 (Public Safety) of the Code of the Village of Homer Glen]

Motion for Consideration: Is there a motion to approve Ordinance No. 20-022, an Ordinance amending Possession of Cannabis [Article VI Possession of Cannabis of Chapter 155 (Public Safety) of the Code of the Village of Homer Glen]?

Committee Recommendation: The Public Services and Safety Committee recommended approval of this Ordinance.

Staff Contact: Staff Liaison to the Public Services and Safety Committee Joseph Baber

Background Information: On January 1, 2020 the laws as it applies to the consumption of cannabis changed in the State of Illinois. After review of the Code by the Village Attorney, the attached shows the proposed text amendments in red font. The attached ordinance reflects the changes.
ARTICLE VI
Possession of Cannabis
[Adopted 2-26-2008 by Ord. No. 08-010]

All terms and phrases used herein shall have the same meanings as
ascribed to them in the Cannabis Control Act (410 ILCS 705/1-1 et seq.) and amendments thereto.

§ 155-25. Cannabis Offenses defined. [Amended 11-10-2009 by
Ord. No. 09-068]

A. Possession Limits for Illinois Residents. Except if otherwise
authorized by the Cannabis Regulation and Tax Act (410 ILCS 705/1-1 et seq.), for a person who is 21 years of age or older and a resident of this State, the possession limit is as follows:

1. No more than 30 grams of cannabis flower;
2. No more than 500 milligrams of THC contained in cannabis-infused product;
3. No more than 5 grams of cannabis concentrate; and
4. For registered qualifying patients, any cannabis produced by cannabis plants grown under subsection (b) of Section 10-5 of the Cannabis Regulation and Tax Act (410 ILCS 705/10-5), provided any amount of cannabis produced in excess of 30 grams of raw cannabis or its equivalent must remain secured within the residence or residential property in which it was grown.

B. Possession Limits for Non-Residents. For a person who is 21 years of age or older and who is not a resident of this State, the possession limit is:

1. No more than 15 grams of cannabis flower;
2. No more than 2.5 grams of cannabis concentrate; and
3. No more than 250 milligrams of THC contained in a cannabis-infused product.

C. The possession limits found in subsections (A) and (A) of this Section are to be considered cumulative.

D. No person shall knowingly obtain, seek to obtain, or possess an amount of cannabis from a dispensing organization or craft grower that would cause him or her to exceed the possession limit under this Section, including cannabis that is cultivated by a person under this Act or obtained under the Compassionate Use of Medical Cannabis Program Act.

E. Possession of cannabis under 21. No person under the age of twenty one (21) years old shall possess cannabis, its concentrate, or derivative in any form.

F. Possession in Specific Locations prohibited. No person shall possess cannabis, its concentrate, or derivative in any form, in the following any of the following places:
(1) school bus;
(2) on the grounds of any preschool or primary or secondary school;
(3) in a vehicle not open to the public unless the cannabis is in a reasonably secured, sealed container and reasonably inaccessible while the vehicle is moving; or
(4) in private residences which are used at any time to provide licensed child care or other similar social service care.
G. Consumption of cannabis under 21 prohibited. No person under the age of twenty one (21) years old shall consume cannabis, its concentrate, or derivative in any form.
H. Consumption Prohibited in Specific Locations. No person shall use or otherwise consume cannabis in any form in any of the following places:
(1) in a school bus, unless permitted for a qualifying patient or caregiver pursuant to the Compassionate Use of Medical Cannabis Pilot Program Act;
(2) on the grounds of any preschool or primary or secondary school, unless permitted for a qualifying patient or caregiver pursuant to the Compassionate Use of Medical Cannabis Pilot Program Act;
(3) in any correctional facility;
(4) in any motor vehicle;
(5) in a private residence that is used at any time to provide licensed child care or other similar social service care on the premises;
(6) in any public place; or
(7) knowingly in close physical proximity to anyone under 21 years of age who is not a registered medical cannabis patient under the Compassionate Use of Medical Cannabis Pilot Program Act.
I. Cultivation Prohibited. Cultivation of any form of cannabis is prohibited except as when such cultivation is in compliance with Section 10-5(b) of the Cannabis Regulation and Tax Act (410 ILCS 705/10-5).
J. Possession of Cannabis Plants in Violation of 720 ILCS 550/8. No person shall possess more than five (5) of the Cannabis plant, as set forth in Section 8 of the Cannabis Control Act (720 ILCS 550/8).


Any person violating this article shall be subject to a mandatory fine of not less than $200 nor more than $1,000, plus administrative costs in an amount of $50.
THE VILLAGE OF HOMER GLEN
WILL COUNTY, ILLINOIS

ORDINANCE
NUMBER 20-022

AN ORDINANCE AMENDING
POSSESSION OF CANNABIS [ARTICLE VI
POSSESSION OF CANNABIS OF CHAPTER 155
(PUBLIC SAFETY) OF THE CODE OF THE
VILLAGE OF HOMER GLEN]

GEORGE YUKICH, Village President
CHRISTINA NEITZKE-TROIKE, Village Clerk

BROQUE BACKAL
CARLO CAPRIO
KEITH GRAY
RUBEN PAZMINO
BETH RODGERS
SHARON SWEAS

Trustees

Published in pamphlet form by authority of the Village President and Trustees of the Village of Homer Glen on 6/10/2020
AN ORDINANCE AMENDING POSSESSION OF CANNABIS [ARTICLE VI POSSESSION OF CANNABIS OF CHAPTER 155 (PUBLIC SAFETY) OF THE CODE OF THE VILLAGE OF HOMER GLEN

WHEREAS, the Village of Homer Glen, Will County, Illinois (the “Village”) is a home rule municipality pursuant to Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs (the “Home Rule Powers”); and

WHEREAS, the State of Illinois, in the Cannabis Regulation and Tax Act (410 ILCS 705/1-1 et seq.) and amendments thereto grants specific legislative or regulatory authority for cannabis restrictions; and

WHEREAS, the corporate authorities are desirous of enacting ordinances in compliance with the Constitutions of the United States and the State of Illinois.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF HOMER GLEN, WILL COUNTY, ILLINOIS, THAT:

Section 1. Recitals. The foregoing recitals are hereby incorporated into this Ordinance as if fully set forth herein.

Section 2. Amending Article VI Possession of Cannabis §155-24, §155-25, and §155-26 of the Code of the Village of Homer Glen, Illinois, hereby to read as follows:


All terms and phrases used herein shall have the same meanings as ascribed to them in the Cannabis Regulation and Tax Act (410 ILCS 705/1-1 et seq.) and amendments thereto.

§ 155-25. Cannabis Offenses defined.

A. Possession Limits for Illinois Residents. Except if otherwise authorized by the Cannabis Regulation and Tax Act (410 ILCS 705/1-1 et seq.), for a person who is 21 years of age or older and a resident of this State, the possession limit is as follows:

1. No more than 30 grams of cannabis flower;
2. No more than 500 milligrams of THC contained in cannabis-infused product;
3. No more than 5 grams of cannabis concentrate; and
(4) For registered qualifying patients, any cannabis produced by cannabis plants grown under subsection (b) of Section 10-5 of the Cannabis Regulation and Tax Act (410 ILCS 705/10-5), provided any amount of cannabis produced in excess of 30 grams of raw cannabis or its equivalent must remain secured within the residence or residential property in which it was grown.

B. Possession Limits for Non-Residents. For a person who is 21 years of age or older and who is not a resident of this State, the possession limit is:
   (1) No more than 15 grams of cannabis flower;
   (2) No more than 2.5 grams of cannabis concentrate; and
   (3) No more than 250 milligrams of THC contained in a cannabis-infused product.

C. The possession limits found in subsections (A) and (A) of this Section are to be considered cumulative.

D. No person shall knowingly obtain, seek to obtain, or possess an amount of cannabis from a dispensing organization or craft grower that would cause him or her to exceed the possession limit under this Section, including cannabis that is cultivated by a person under this Act or obtained under the Compassionate Use of Medical Cannabis Program Act.

E. Possession of cannabis under 21. No person under the age of twenty-one (21) years old shall possess cannabis, its concentrate, or derivative in any form.

F. Possession in Specific Locations prohibited. No person shall possess cannabis, its concentrate, or derivative in any form, in the following any of the following places:
   (1) school bus;
   (2) on the grounds of any preschool or primary or secondary school;
   (3) in a vehicle not open to the public unless the cannabis is in a reasonably secured, sealed container and reasonably inaccessible while the vehicle is moving; or
   (4) in private residences which are used at any time to provide licensed child care or other similar social service care.

G. Consumption of cannabis under 21 prohibited. No person under the age of twenty-one (21) years old shall consume cannabis, its concentrate, or derivative in any form.

H. Consumption Prohibited in Specific Locations. No person shall use or otherwise consume cannabis in any form in any of the following places:
   (1) in a school bus, unless permitted for a qualifying patient or caregiver pursuant to the Compassionate Use of Medical Cannabis Pilot Program Act;
   (2) on the grounds of any preschool or primary or secondary school, unless permitted for a qualifying patient or caregiver pursuant to the Compassionate Use of Medical Cannabis Pilot Program Act;
   (3) in any correctional facility;
   (4) in any motor vehicle;
in a private residence that is used at any time to provide licensed child care or other similar social service care on the premises;

(6) in any public place; or

(7) knowingly in close physical proximity to anyone under 21 years of age who is not a registered medical cannabis patient under the Compassionate Use of Medical Cannabis Pilot Program Act.

I. **Cultivation Prohibited.** Cultivation of any form of cannabis is prohibited except as when such cultivation is in compliance with Section 10-5(b) of the Cannabis Regulation and Tax Act (410 ILCS 705/10-5).

J. **Possession of Cannabis Plants in Violation of 720 ILCS 550/8.** No person shall possess more than five (5) of the Cannabis plant, as set for in Section 8 of the Cannabis Control Act (720 ILCS 550/8).

§ 155-26. **Penalty.** [Amended 11-10-2009 by Ord. No. 09-068]

Any person violating this article shall be subject to a mandatory fine of not less than $200 nor more than $1,000, plus administrative costs in an amount of $50.

**Section 3. Severability.** The various portions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

**Section 4. Repealer.** All other Ordinances or parts of other Ordinances previously passed or adopted by the Village of Homer Glen that conflict with or are inconsistent with the provisions of this Ordinance are hereby repealed.

**Section 5. Effective Date.** This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.
Adopted this 10th day of June, 2020 pursuant to a roll call vote as follows:

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**APPROVED** by the Village President on June 10, 2020.

George Yukich  
Village President

**ATTEST:**

Christina Neitzke-Troike  
Village Clerk
**Agenda Item Number:** I.9  

**Village Board Meeting Date:** June 10, 2020  

**Item Title:** Consider for Approval Ordinance No. 20-023, an Ordinance Permitting the Off-Premises Sale of Alcoholic Beverages at Certain Locations in the Village of Homer Glen and Amending the Village Code to Confirm with Such Permitted Sales.  

**Motion for Consideration:** Is there a motion to approve Ordinance No. 20-023, an Ordinance Permitting the Off-Premises Sale of Alcoholic Beverages at Certain Locations in the Village of Homer Glen and Amending the Village Code to Confirm with Such Permitted Sales.

**Recommendation:** Mayor George Yukich

**Background Information:** In response to the COVID-19 pandemic, the State of Illinois recently approved the sales and delivery of “to go” mixed drinks. There are strict rules and regulations that govern this (please see attached summary).  

This law sunsets on June 2, 2021. The proposed ordinance follows the State law.

**Budget Implications:** There are no budget implications to the Village.
THE VILLAGE OF HOMER GLEN
WILL COUNTY, ILLINOIS

ORDINANCE
NUMBER 20-023

AN ORDINANCE PERMITTING THE OFF-PREMISES SALE OF ALCOHOLIC BEVERAGES AT CERTAIN LOCATIONS IN THE VILLAGE OF HOMER GLEN AND AMENDING THE VILLAGE CODE TO CONFORM WITH SUCH PERMITTED SALES

GEORGE YUKICH, Village President
CHRISTINA NEITZKE-TROIKE, Village Clerk
BROQUE BACKAL
CARLO CAPRIO
RUBEN PAZMINO
KEITH GRAY
BETH RODGERS
SHARON SWEAS

Trustees

Published in pamphlet form by authority of the President and Village Clerk of the Village of Homer Glen on 6/10/2020
Mahoney, Silverman & Cross, LLC, Village Attorneys – Joliet, Illinois 60435
Page 1 of 5
WHEREAS, the COVID-19 pandemic has negatively affected many businesses in the Village including some licensed liquor establishments; and

WHEREAS, the Illinois General Assembly has adopted, and the Governor has signed into law, House Bill 2682, an Act which permits the off-premises sale of mixed drinks under certain conditions; and

WHEREAS, by Executive Order the Governor has permitted the off-premises sale of liquor in its original container at locations which normally would not be permitted to make those sales; and

WHEREAS, it is in the best interest to the Village to adopt this Ordinance to allow these sales on a temporary basis to conform with State law and Executive Orders.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HOMER GLEN, WILL COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME-RULE AND OTHER AUTHORITY AS FOLLOWS:

SECTION 1. SALE OF ALCOHOL FOR OFF-PREMISES CONSUMPTION

That Chapter 83, Article VII of the Homer Glen Village Code be and the same is hereby amended with the addition of the following language as § 83-71.1:

§ 83-71.1 Sale of Alcohol for Off-Premises Consumption.

Notwithstanding anything to the contrary in the Homer Glen Village Code, the following Classes of Liquor Licenses: A, B, C, I, and L shall be permitted to sell alcoholic beverages for off-premises consumption subject to the following:

A. Definitions. In this Section, the following terms and phrases when used in this Section, shall have the following definitions:

“Cocktail” or “mixed drink” means any beverage obtained by combining ingredients alcoholic in nature, whether brewed, fermented, or distilled, with ingredients non-alcoholic in nature, such as fruit juice, lemonade, cream, or a carbonated beverage.

“Manufacturer’s Sealed Product” shall mean that the container is in its original manufacturer’s package, unopened, such as a bottle of wine or beer.

“Original Container” means, for the purposes of this section only, a container that is filled, sealed, and secured by a retail licensee’s employee at the retail licensee’s location with a tamper-evident lid or cap.
“Sealed Container” means a rigid container that contains a mixed drink, is new, has never been used, has a secured lid or cap designed to prevent consumption without removal of the lid or cap, and is tamper-evident. “Sealed container” does not include a container with a lid with sipping holes or openings for straws or container made of plastic, paper, or polystyrene foam.

“Tamper-evident” means a lid or cap that has been sealed with tamper-evident covers, including but not limited to, wax dip or heat shrink wrap.

B. Delivery and Carry Out of Mixed Drinks Permitted. A cocktail or mixed drink placed in a sealed container by a retail licensee at the retail licensee’s location or a manufacturer sealed product may be transferred and sold for off-premises consumption if the following requirements are met:

1. The cocktail, mixed drink or manufacturer’s sealed product is transferred within the licensed premises, by a curbside pickup, or by delivery by an employee of the retail licensee who:
   (a) has been trained in accordance with applicable requirements at the time of the sale;
   (b) is at least 21 years of age; and
   (c) upon delivery, verifies the age of the person to whom the cocktail is being delivered;

2. If the employee delivering the product is not able to safely verify a person’s age or level of intoxication upon delivery, the employee shall cancel the sale of alcohol and return the product to the retail license holder;

3. The sealed container is placed in the trunk of the vehicle or if there is no trunk, in the vehicle’s rear compartment that is not readily accessible to the passenger area. This Subsection 3 does not apply to manufacturer’s sealed products;

4. The sealed container shall be affixed with a label or tag that contains the following information:
   (a) the cocktail or mixed drink ingredients, type, and name of the alcohol;
   (b) the name, license number, and address of the retail licensee that filled the original container and sold the product;
   (c) the volume of the cocktail or mixed drink in the sealed container;
   (d) the sealed container was filled less than 7 days before the date of sale; and
   (e) the requirements of this Subsection 4 shall not apply to manufacturer’s sealed products.

5. Third-party delivery services are not permitted to deliver cocktails, mixed drinks, or manufacturer’s sealed products under this section.

6. If there is an executive order of the Governor in effect during a disaster, the employee delivering the manufacturer’s sealed product, mixed drink or cocktail must comply with any requirements of that executive order, including, but not limited to, wearing gloves and a mask and maintaining distancing requirements when interacting with the public.

C. Prohibitions. Delivery or carry out of a manufacturer’s sealed product, cocktail or mixed drink is prohibited if:

1. a third party delivers the cocktail or mixed drink;
2. a container of a mixed drink or cocktail is not tamper-evident and sealed;
3. a container of a mixed drink or cocktail is transported in the passenger area of a vehicle;
4. a manufacturer’s sealed product, mixed drink or cocktail is delivered by a person or to a person who is under the age of 21; or
5. the person delivering the manufacturer’s sealed product, a mixed drink or cocktail fails to verify the age of the person to whom the mixed drink of cocktail is being delivered.

D. Violations. Violations of this Ordinance shall be subject to any applicable penalties, including but not limited to Section 11-502 of the Illinois Vehicle Code, § 200-35 of the Homer Glen Village Code (“Violations authorizing impoundment; administrative fees”), and § 83-76 of the Homer Glen Village Code (“Suspension and revocation of licenses; penalty”).

E. Applicability of Section 11-502. It shall not be a violation of Section 11-502 of the Illinois Vehicle Code to possess liquor which is not in the original container with the seal unbroken in a motor vehicle provided that the liquor is in a container as required by Subsection A of this ordinance.

F. Term. Unless otherwise extended by a duly adopted ordinance, the authorization provided under this § 83-71.1 permitting the “Sale of Alcohol for Off-Premises Consumption” shall automatically expire and be repealed on June 2, 2021.

SECTION 2. SEVERABILITY

This Ordinance and every provision thereof shall be considered severable, and the invalidity of any section, clause, paragraph, sentence, or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance.

SECTION 3. REPEALER

All ordinances or parts of ordinances conflicting with any provisions of this Ordinance are hereby repealed.

SECTION 4. EFFECTIVE DATE

The adoption of this ordinance is declared to be an emergency and shall be effective immediately.
Adopted this 10th day of June, 2020 pursuant to a roll call vote as follows:

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**APPROVED** by the Village President on ________________, 2020.

________________________________________
George Yukich  
Village President

ATTEST:

________________________________________
Christina Neitzke-Troike  
Village Clerk
Delivery Authorization

Due to the hardships on liquor license holders as a result of the COVID-19 virus outbreak and in an effort to limit gatherings at a single business location, the Illinois Liquor Control Commission temporarily authorizes the delivery of alcoholic liquor to non-licensees under the following conditions:

All authorizations set forth herein are subject to the approval of the local liquor control commission and/or local ordinances.

1. All licensed retailers, including on-premises only licensees, are authorized to conduct packaged sales, “to go” sales, curbside deliveries, home residential deliveries, and any other similar sale or delivery intended to promote social distancing (“Temporary Deliveries”).

2. A Brewer, class 1 brewer, class 2 brewer, class 1 craft distiller, class 2 craft distiller, brew pub, distilling pub, and wine-maker premises license holders (“Temporary Delivery Licensees”) shall have the limited authority to make Temporary Deliveries of alcoholic liquor in the original package (or growlers and crowlers pursuant to 235 ILCS 5/6-6.5 if applicable).

3. License retailers and Temporary Delivery Licensees shall not conduct Temporary Deliveries of alcoholic liquor they are not normally authorized to sell to non-licensees.

4. Licensed retailers and Temporary Delivery Licensees may use third party delivery services to make Temporary Deliveries if the delivery is in the original manufacturer package only.

5. All Temporary Delivery Licensees may make sales and deliveries of alcoholic liquor in the original package and of beer (for a manufacturer of beer) pursuant to 235 ILCS 5/6-6.5 (growlers/crowlers) only.

6. Off-premises only license retailers may make sales and deliveries of alcoholic liquor in the original package only.

7. On-premises or Combined licensed retailers may make sales and deliveries of alcoholic liquor in the original package, of beer pursuant to 235 ILCS 5/6-6.5 (growlers/crowlers) only, and of “to go” mixed drinks and cocktails pursuant to the guidelines set forth in Commission bulletin titled “Sales and Delivery of “To Go” Mixed Drinks or Cocktails” dated June 2, 2020.

8. All Temporary Deliveries made to a residence or to a curbside vehicle shall require the delivery representative to observe the appearance of the delivery recipient at a safe social distance, and
if necessary, require the examination of the recipient identification to ensure the recipient is over twenty-one and not intoxicated. If such observation of the recipient or recipient identification cannot be accomplished while respecting safe social distancing or with the appropriate Personal Protective Equipment, the alcoholic liquor shall be returned with a full refund.

Alcoholic liquor deliveries made under the conditions set forth herein are temporary and are not generally authorized by the Illinois Liquor Control Act or Illinois Liquor Control Commission Rules. All Temporary Delivery authorizations are for the purpose of promoting safe social distancing and shall be rescinded upon the termination of COVID-19 emergency restrictions.

Chima Enyia
Chimaobi Enyia
Executive Director
Illinois Liquor Control Commission
Illinois Liquor Control Commission
COVID-19 Related Action
Sales and Delivery of “To Go” Mixed Drinks/Cocktails
June 2, 2020

Local municipalities may prohibit or further restrict the sales and delivery of “to go” mixed drinks/cocktails. Licensed retailers should contact the local liquor control commissioner prior to engaging the sales and delivery of “to go” mixed drinks/cocktails to ensure compliance with local laws.

A State of Illinois retailer’s licensee (1A License holders) may sell and deliver “to go” mixed drinks/cocktails for off-premises consumption strictly under the following conditions:

1. A mixed drink/cocktail is any alcoholic liquor (beer, wine, spirits) mixed with a non-alcoholic beverage such as “fruit juice, lemonade, cream, or a carbonated beverage.”
2. The mixed drink/cocktail container shall be:
   a. New/unused and rigid. A rigid container includes glass, metal, or ceramic material. A rigid container does not include plastic, paper, or Styrofoam;
   b. Sealed with a secure cap or lid that is tamper-proof or tamper-evident (includes wax-dip seals and heat shrink wrap covers). The lid shall not have sipping holes or holes designed for straws.
   c. Filled and sealed by the retailer’s employee;
   d. Labeled in the following manner:
      i. The name of the mixed drink/cocktail ingredients, type, and name of the alcohol;
      ii. The name, license number, and address of the retail licensee that filled the container and sold the product;
      iii. The volume of the mixed drink/cocktail in the container; and
      iv. The date the container was sealed. The sealed container must be filled less than 7 days before the date of sale.
3. The mixed drink/cocktail may be transferred to the consumer in the following manner:
   a. Inside the licensed business over the counter; or
   b. Curbside delivery by a retailer employee; or
   c. Home delivery by a retailer employee.
4. The mixed drink/cocktail shall not be transferred to the consumer:
   a. By way of drive-through service; or
   b. Home delivery by a third-party delivery company. Delivery by third party delivery companies is not permitted.
5. The retailer employee transferring the mixed drink/cocktail shall:
a. Hold a valid server training certificate by a certified Beverage Alcohol Sellers and Servers Education and Training (BASSET) trainer;
b. Be 21 years of age or older;
c. Comply with any requirements of the Governor’s executive orders declaring a disaster, including, but not limited to, wearing gloves and a mask and maintaining distancing requirements when interacting with the public.
d. Verify the age to whom the mixed drink/cocktail is delivered (if the employee delivering the cocktail is not able to safely verify a person’s age and level of intoxication upon delivery, the employee shall cancel the sale of alcohol and return the product to the retail license holder).
e. For curbside or home deliveries, place the sealed container in the vehicle trunk or (if no trunk) other vehicle compartment not readily accessible to the passenger area.

6. Mixed drink/cocktail delivery is limited to holders of State of Illinois retailer liquor licenses (“1A Licenses”).

7. No licensee authorized by law to manufacture alcoholic liquor shall conduct mixed drink/cocktail deliveries pursuant to 235 ILCS 5/6-28.8. This prohibition includes all manufacturer class license holders (as defined in Section 5/5-1(a) of the Liquor Control Act), wine-maker’s premises, brew pubs, and distilling pubs.

8. Licensees authorized to manufacture alcoholic liquor may continue to temporarily deliver alcoholic liquor pursuant to guidance issued by the State Commission on March 19, 2020 Entitled "Illinois Liquor Control Commission, COVID-19 Related Actions, Guidance on Temporary Delivery of Alcoholic Liquor."

The authority to sell mixed drinks/cocktails (under the conditions set forth herein) is scheduled to expire on June 2, 2021.
Q. Can I sell “cocktails to go”?  
A. Yes. A State of Illinois retailer licensee(1A Retailer) may sell and deliver a mixed drink or cocktail for off-premises consumption strictly under the conditions set forth in the bulletin titled: “Sales and Delivery of ‘To Go’ Mixed Drinks or Cocktails” dated June 1, 2020 and 235 ILCS 5/6-28.8.

Local municipalities may prohibit or further restrict the sales and delivery of “to go” mixed drinks/cocktails. Licensed retailers should contact the local liquor control commissioner prior to engaging the sales and delivery of “to go” mixed drinks/cocktails to ensure compliance with local law.

The authorization to sell “cocktails to go” is scheduled to expire on June 2, 2021.

Q. My license has expired or will expire in the upcoming months. Am I required to renew my license?  
A. State law automatically has extended the renewal of your liquor license. You will not be required to renew your license until December 31, 2020 (unless further extended by future Executive Orders).

IMPORTANT: If you are able to renew your license before December 31, 2020, it is highly recommended that you renew it as soon as possible in order to avoid administrative delays later. You are encouraged to visit MyTaxIllinois.gov to renew your license online. You may not receive additional renewal notices prior to December 31, 2020.

Q. It has been more than 30 days since I paid my distributor for a wine and/or spirits delivery. May I continue to purchase wine and spirits from a distributor if I have not fully paid the debt?  
A. Yes. State law has suspended the enforcement of the wine and spirits Delinquency List until 30 days after the beginning of Phase 4 of the Restore Illinois Plan. Until that time, it is not a violation of the Liquor Control Act for a distributor to sell and deliver wine and spirits to a licensed retailer who has an existing unpaid debt for a prior wine and spirits purchase and delivery (over 30 days).

Q. Do I still need to pay the debt I owe to a distributor?  
A. Yes. State law does not forgive the debt owed by a retailer to a distributor. 30 days after the beginning of Phase 4 of the Restore Illinois Plan, a retailer who still owes a debt to a distributor will be placed on the Delinquent List again and will not be allowed to purchase wine and spirits from any distributor until the full debt is paid.
Q. If I owe a debt to a distributor, does the distributor have to extend credit for a wine and spirits order?

A. No. A distributor may choose to sell wine and spirits to a retailer “cash on delivery” (cash or cash equivalent like a check). If a distributor chooses to extend credit to a retailer, it shall be required to extend credit to all similarly situated retailers. Distributor criteria for extending credit to a delinquent retailer shall not be based on the volume of business transactions between distributor and retailer.

Q. Where may I permit beverages and/or food to be consumed?

A. Full-service restaurants, limited-service restaurants, snack and nonalcoholic beverage bars, taverns, and other food services and drinking places licensed to serve food, beverages and liquor for consumption by the relevant local jurisdiction and State Liquor Control Board, if applicable, that can follow all minimum guidelines outlined in this document.

In Phase III, services for Restaurants and Bars should be limited to:
- Outdoor dining and/or drinking only; and
- Parties of 6 persons or fewer.

A dining or drinking area is considered an outdoor dining or drinking area if the area meets any of the following criteria:

i. Located on the rooftop of a building or within establishment with retractable roof (should remain open during hours of operation of outdoor dining and/or drinking); or

ii. Outdoor space connected to or located on the site of a restaurant, grocery store, health or fitness center, hotel, golf club, or other social club with a food establishment license; or

iii. Indoor space where 50% or more of a wall can be removed via the opening of windows, doors, or panels provided that dining tables are within 8-ft from such opening; or

iv. Any other outdoor dining and drinking areas authorized by local governments provided that food and drinks are prepared by licensed food or liquor establishments and that proper social distancing of 6-ft between designated customer tables and/or other seating areas is observed and parties are of 6 persons or fewer.

This guidance is subject to State and local liquor control, food safety, and other applicable laws and regulations. Businesses may be subject to additional regulations for outdoor dining and/or drinking areas by units of local government and local health departments.

Please visit this link for the “Restore Illinois” Phase 3 “Restaurants and Bars For Outdoor Dining Guidelines” https://dceocovid19resources.com/assets/Restore-Illinois/businessguidelines3/restaurantbars.pdf

See also the “Restaurant and Bars” Toolkit: https://dceocovid19resources.com/assets/Restore-Illinois/businesstoolkits/restaurantbars.pdf

Q. May a Local Liquor Control Commission extend or designate an outdoor dining and/or drinking area to include a contiguous or adjacent public sidewalk, beer garden, patio, public street, private parking lot, or other similar outdoor area not previously licensed?
A. Yes, a Local Liquor Control Commission may extend or designate an outdoor dining and/or drinking area to include a contiguous public sidewalk, beer garden, patio, adjacent public street, private parking lot, or other similar outdoor area not previously licensed or customarily designated for eating and drinking. **If the local liquor control commission DOES NOT require additional licensing, there is no requirement for the licensee to file a State Special Use Permit application to extend the licensed address.**

Q. In what situation would a licensee be required to file an Illinois Liquor Control Commission Special Use Permit for Phase 3 privileges?

1. If the Local Liquor Control Commission requires additional local licensing or permitting for a previously unlicensed adjacent public street, private parking lot, or similar unlicensed area, the licensee is required to file an Illinois Liquor Control Commission Special Use Permit application.

2. If a Local Liquor Control Commission issues a temporary local license or permit which designates an outdoor dining and/or drinking area to include a non-contiguous and non-adjacent location with a substantially different address (from the currently licensed location), the licensee is required to file an Illinois Liquor Control Commission Special Use Permit application.

**NOTE:** The issuance of a Special Use Permit (or, if necessary, a Not-for-Profit Special Event license) during Phase 3 of the Restore Illinois Plan is solely for the purpose of “dining and drinking.” Local Liquor Control Commissions should not extend or designate licensed areas for the purposes of a street fair, summer festival or similar event involving a high concentration of event attendees.

Q. How do I apply for and what are the requirements for a Special Use Permit license?

A. In order to qualify for a Special Use Permit liquor license, the licensee shall:

- Complete and submit Special Use Permit application: [https://www2.illinois.gov/ilcc/SiteCollectionDocuments/Special%20Use%20Permit.pdf](https://www2.illinois.gov/ilcc/SiteCollectionDocuments/Special%20Use%20Permit.pdf)
- Obtain and submit evidence of local approval (e.g. special license, letter from the local liquor control commissioner authorizing special use location);
- Obtain and submit certificate of insurance for liquor liability for the special use premises. Insured location must include specific special use location.

**Application/Document Submission Instructions**

- **Deferring Payment/No Prior Application** – If the applicant chooses to defer the Special Use Permit fee OR has not previously filed a Special Use Permit application, the applicant shall email the application and document attachments to **LCC.Licensing@illinois.gov**.

  **Payment for a 1 day Special Use Permit is $100.00. Payment for 2 or more days is $150.** Payment in the above amount shall be made by check through the mail on or before 12/31/2020 to Illinois Liquor Control Commission, 100 W. Randolph St., Suite 7-801, Chicago, IL 60601 or 300 W. Jefferson, Suite 300, Springfield, IL 62702. **REFERENCE your State Liquor License Number (ex. 1A-XXXXXX) and/or your licensed business address OR attach a copy of your Special Use Permit Application.**
• **Immediate Processing with No Payment Deferral – Option Available June 1, 2020** - If the Special Use Permit applicant does not choose to defer the license fee payment until 12/31/2020, the Applicant may apply for the Permit online in MyTaxIllinois.gov. (Option only available for licensees who have previously obtained a Special Use Permit).

Q. A Special Use Permit is limited to a maximum of 15 days per location per year. May a Special Use Permit issued under Phase 3 of the Restore Illinois Plan be extended?

A. For any Special Use Permit issued for outdoor dining and/or drinking pursuant to Phase 3 of the Restore Illinois Plan, the fifteen day limit on Special Use Permits is waived until 15 days after the first day of Phase 4 of the Restore Illinois Plan OR the last special use day authorized by the Local Liquor Control Commission, whichever is first. Special Use Permit holders must cease outdoor dining and/or drinking activity no later than the first of the above cited days.

Q. What is the best way for a local liquor control commission to extend or designate the outdoor dining and/or drinking area?

A. A local liquor control commission may require a local licensee to submit any documentation necessary to extend or designate an outdoor dining and/or drinking area. It is highly recommended that the local liquor control commission:
  1. Review and affirmatively approve (if decided) all extended or designated outdoor dining and/or drinking areas.
  2. Require licensees to submit a site plan and floor plan clearly designating the borders of the extended or designated outdoor dining and/or drinking area.
  3. Require the licensee to post the site plan and floor plan on the extended or designated outdoor dining and/or drinking area.
  4. Require licensees to erect physical barriers like stanchions or temporary fencing around the perimeter of the extended or designated outdoor dining and/or drinking area.
  5. Communicate in writing to the licensee that the extended or designated outdoor dining and/or drinking area is temporary and has a specific termination date (e.g. at the conclusion of Phase 3 or Phase 4 of the Restore Illinois Plan).
  6. Any other necessary requirements, conditions, and restrictions.

Q. May I erect an overhead tent or other covered but open physical structure to offer outdoor dining and/or drinking per Phase 3 of the Restore Illinois Plan?

A. Yes. Tents are permissible if:
  - there are no side enclosures or “if at least 50% or more of a wall can be removed via the opening of windows, doors, or panels provided that dining tables are within 8-ft from such opening;” and
  - the tent or other structures are approved by local officials and abides by all existing ordinances and statutes relevant to the tent or physical structure.

Q. May I permit outdoor dining and/or drinking area patrons to use indoor restrooms?
A. Yes, but only if the licensed business strictly abides by all retailer related guidelines and uses toolkits:
https://dceocovid19resources.com/assets/Restore-Illinois/businesstoolkits/restaurantbars.pdf
https://dceocovid19resources.com/assets/Restore-Illinois/businesstoolkits/all.pdf

Q. What are the hours of operation of my outdoor dining and/or drinking area?

A. The hours of operation for an outdoor dining and/or drinking area are established by the Local Liquor Control Commission and enforced by local law enforcement.

Q. I am not licensed to conduct on-premises sales (packaged only). May I offer outdoor dining and/or drinking pursuant to Phase 3 of the Restore Illinois Plan?

A. Outdoor dining and/or drinking is authorized only for license holders with the authority to conduct on-premises sales and service of alcoholic liquor. No license holders with packaged sales only authorization will be permitted to conduct outdoor dining and/or drinking.

Q. I am a tavern and do not hold a license of any kind to serve food. May I offer outdoor drinking?

A. No, unless you are authorized by the Local Liquor Control Commission to sell and serve alcoholic liquor in the following manner:
- On the rooftop of a building or within establishment with retractable roof (should remain open during hours of operation of outdoor dining and/or drinking); OR
- In indoor space where 50% or more of a wall can be removed via the opening of windows, doors, or panels provided that dining tables are within 8-ft from such opening.

Q. May a local liquor control commissioner designate an outdoor dining and/or drinking area to be on government owned property?

A. 235 ILCS 5/6-15 states that "corporate authorities of any city, village, incorporated town, township, or county may provide by ordinance ... that alcoholic liquor may be sold or delivered in any specifically designated building belonging to or under the control of the municipality, township, or county, or in any building located on land under the control of the municipality, township, or county."

Q. May a local liquor control commissioner designate an outdoor retail licensed premises to be within 100 feet of a church, school, hospital, home for aged or indigent persons or veterans (or their spouses and children) or military or naval stations.

A. 235 ILCS 5/6-11 states that a liquor license may be issued within 100 feet of the above cited locations under the following conditions:
1. To "places where sale of alcoholic liquors is not the principal business carried on" (outside Chicago); OR
2. If the local liquor control commissioner "grant[s] an exemption" to the 100 foot rule prohibition "if a local rule or ordinance authorizes the local liquor control commissioner to grant that exemption."
Q. How may I serve food and beverages if my business does not have access to an outdoor seating area?

A. Please consult your local liquor control commission to determine if any “other outdoor dining and/or drinking areas” could be authorized for your establishment.

Q. If the local liquor control commission authorizes my licensed business to allow indoor consumption of food or beverages without restrictions or contrary to the Phase 3 outdoor dining and/or drinking rules, may I permit such activity?

A. No, Phase 3 of the Restore Illinois Plan still prohibits all forms of indoor food and beverage consumption except “[i]ndoor space where 50% or more of a wall can be removed via the opening of windows, doors, or panels provided that dining tables are within 8-ft from such opening.”

Q. Can patrons who purchase pick up meals eat these meals on patios, decks or other area's on licensee's property?

A. Yes, if conducted according to the Phase 3 Restore Illinois Plan related to outdoor dining and/or drinking (as cited above).

Q. If I have an active state liquor license but my business is closed or I conduct sales and delivery for off-premises consumption only, do I still need to maintain liquor liability/dramshop coverage?

A. The State Commission will not issue a citation for a lapse in liquor liability/dramshop coverage for closed businesses or businesses conducting off-premises sales and delivery only. Businesses SHALL NOT sell alcoholic liquor for consumption in any indoor or outdoor area of the premises without maintaining active liquor liability/dramshop coverage. Businesses that re-open for outdoor dining and/or drinking in Phase 3 of the Restore Illinois Plan or conduct on-premises sales of alcoholic liquor without active liquor liability/dramshop coverage will be prosecuted.

IMPORTANT: License holders must check with the local commissioner and local ordinances to verify that local laws do not require continued insurance coverage for closed businesses or businesses conducting sales and delivery for off-premises consumption only.

Q. When is Governor Pritzker’s Phase 3 Restore Illinois Plan effective?

A. Beginning May 29, 2020 and continuing for the duration of Phase 3 of the Restore Illinois Plan (date to be determined).

Q. If I am a liquor store that does not sell food or a convenience store that sells food and liquor, may I remain open during Phase 3 of the Restore Illinois Plan?

A. Yes, per Executive Order 38, all retailers may open under strict guidelines published by the Illinois Department of Commerce and Economic Opportunity:

IMPORTANT: Please see this link for the Phase 3 business retailer guidelines and toolkit:
https://dceocovid19resources.com/assets/Restore-Illinois/businessstoolkits/all.pdf
Q. Can on-premises or off-premises licensed establishments accept deliveries from beer, wine and liquor wholesalers?

A. Yes, per Executive Order 38, all businesses may open, accept deliveries, and distribute products under strict guidelines published by the Illinois Department of Commerce and Economic Opportunity: https://dceocovid19resources.com/assets/Restore-Illinois/business-toolkits/all.pdf

Q. As a distiller, may I convert my business to manufacturing hand sanitizer and continue to operate after the Stay at Home Order?

A. Yes. A licensed distiller make manufacturer alcoholic liquor or making hand sanitizer under the conditions set forth in this federal bulletin: https://www.fda.gov/media/136289/download

Also, see this link for further instructions:

Distillers are also required to abide by any other relevant state and local law.

Q. How may golf courses sell food and beverages?

A. • Clubhouses should remain closed.
    • Halfway houses are permissible for takeaway service and outdoor seating consistent with the outdoor restaurant guidance.
    • Beverage carts are permissible.
    • Restaurants can remain open for takeaway service and outdoor seating consistent with the outdoor restaurant guidance. The indoor dining room should remain closed.
    • Food and beverages may be purchased to be consumed on the course.

See this link for further instructions:
https://www2.illinois.gov/dceo/RestoreIL_DOCS/J011328%20DCEO%20Restore%20IL%20Guidelines%20-%20Golf%20restrictions%20-%20r7.pdf#search=golf

Q. May social clubs or private clubs with on-premises liquor licenses permit the consumption of food and beverages on the premises?

A. Clubs may permit groups of 6 or less people to conduct outdoor dining and/or drinking under the conditions set forth herein. If not conducting outdoor dining or drinking, EO 38 prohibits all gatherings of more than 10 people. All gatherings should abide by all social distancing and sanitation requirements.

Q. Are alcohol tastings still permitted at a bar, restaurant, or other off-premise retail locations?

A. No.

Q. Can on-premises licensed establishments have private meetings, private events, weddings etc.?
A. No, unless the party is in an outdoor dining and/or drinking area and is for 6 or less people (There may be a gathering of 10 or less people with proper distancing but they cannot consume food or beverage unless in groups of 6 outdoors).

Q. Can on-premises licensed establishments have private events if the event brings their own alcoholic beverages?

A. No, unless the party is outdoor dining and/or drinking area, is for 6 or less people, and BYO service is permitted by the licensee and local licensing jurisdiction.

Q. Can growlers and crowlers be sold curbside, via drive through or via home delivery?

A. On-premises retailers and beer manufacturers that are currently authorized to sell growlers may continue to do so pursuant to the conditions set forth in 235 ILCS 5/6-6.5 and temporary delivery guidance bulletins.

Q. Can a business licensed to conduct the retail sales on the premises only, sell beer, wine and spirits in the original package over the counter, for curbside pickup, for drive-through service, for home delivery, or through other similar sale and delivery options?

A. Yes. Subject to local liquor commission authority and on a temporary basis, all on-premises only retailers may sell and deliver alcoholic liquor in the original package over the counter, for curbside pickup, for drive-through service, and for home delivery (by retailer or 3rd party home delivery service). (Businesses licensed to manufacture alcoholic liquor are temporarily authorized to deliver alcoholic liquor in the original package).

Q. How may “to go” mixed drinks and cocktails be sold and delivered?

A. Only on-premises retailer licensees (1A licensees) may sell and deliver cocktails to go and only under the conditions set forth in the bulletin titled: “Sales and Delivery of ‘To Go’ Mixed Drinks or Cocktails” dated June 2, 2020 and 235 ILCS 5/6-28.8. A retailer licensee may not sell and deliver “to go” mixed drinks or cocktails by way of a drive-through or through a 3rd party home delivery service.

Q. Which agencies or law enforcement entities will be enforcing all the new restrictions?

A. All agencies with law enforcement authority, including but not limited to Illinois Liquor Control Commission, Illinois State Police, Illinois Department of Public Health, and Local Law Enforcement may coordinate and enforce the new restrictions as appropriate.

Q. Is Phase 3 of the Restore Illinois Plan statewide or is it only for the County of Cook?

Phase 3 of the Restore Illinois Plan is statewide but the State is broken into four regions as indicated in this link: https://coronavirus.illinois.gov/sfc/servlet.shepherd/document/download/069t000000BadS0AAJ?operationContext=S1

Each region could be able to move through the phases of the reopening process independent of the others.
Q. How are grocery stores affected?

A. Grocery stores are not permitted to sell alcoholic liquor for on-premises consumption unless they are licensed for on-premises consumption and operate an outdoor dining and/or drinking area pursuant to the Phase 3 Restore Illinois guidelines. Grocery stores may continue to sell alcoholic liquor for consumption off-premise under the retailer business guidelines.

https://dceocovid19resources.com/assets/Restore-Illinois/business toolkits/all.pdf

Q. May a hotel/motel with a liquor license continue to sell food and beverages via room service, minibar or to go?

A. Yes. Hotel restaurants may continue to provide room service and carry out and permit outdoor food consumption in accordance with the outdoor dining and/or drinking guidelines set forth herein.

Q. May a non-resident dealer or manufacturer of alcoholic liquor sell or deliver alcoholic liquor to a licensed distributor if the distributor has not expressly authorized such sale and delivery?

A. No.

Q. May a retailer return beer to a licensed distributor?

A. Yes. Beer may be returned for any reason authorized by the Illinois Liquor Control Act (235 ILCS 5/6-5.5) OR for any reason if the beer was purchased and delivered to the retailer on or before March 23, 2020 and subject to the acceptance and legal conditions of the return required by the distributor. See ILCC Bulletin for COVID related beer returns:
https://www2.illinois.gov/ilcc/News/SiteAssets/Pages/COVID/COVID%20product%20returns.pdf

Q. May a retailer return wine and spirits to a licensed distributor?

A. Yes, but only if the return is expressly authorized by the Illinois Liquor Control Act (235 ILCS 5/6-5.5) or the Illinois Liquor Control Commission Bulletin titled “Wine and Spirits Returns.”
https://www2.illinois.gov/ilcc/News/SiteAssets/Pages/COVID/COVID19WineandSpiritsReturn.pdf

Q. May a brewer, class 1 brewer, class 2 brewer, class 1 craft distiller, class 2 craft distiller, brew pub or distilling pub conduct curbside delivery, home delivery or other similar means of sale?

A. Under special temporary circumstances related to the COVID-19 outbreak, alcoholic liquor manufacturers, brew pubs and distiller pubs may deliver alcoholic liquor in the original package if the licensee holds a local retail liquor license and if the local liquor control commission authorizes delivery sales. These license holders are not authorized to sell or deliver pre-mixed cocktails normally intended for on-premises consumption (e.g. pre-mix margaritas, sangrias). If the manufacturer does not hold a local retail license, it is not authorized to conduct retail sales of alcoholic liquor in any form.

Q. Can an on-premises liquor license holder allow customers into a premise for video gaming?
A. No, pursuant to an order issued by the Illinois Gaming Board, all licensed video gaming operations must cease (updated April 30, 2020).
https://www.igb.illinois.gov/FilesPressReleases/Extension%20of%20Statewide%20Gaming%20Suspension%20.pdf

Q. May bars and restaurants in airports, hospitals and college and university dining halls permit on-premises consumption?

A. Yes. Bars and restaurants in airports, hospitals, and college and university dining halls are exempt from on-premises indoor consumption restrictions but should follow general rules related to retailers and the bars and restaurants toolkit:
https://dceocovid19resources.com/assets/Restore-Illinois/businesstoolkits/restaurantbars.pdf

Q. Can licensed caterers operate?

A. Yes. Per EO 38, caterer services may continue if the catering is not conducted at indoor commercial locations or gatherings of more than 10 people (unless part of the same household or residence).
AGENDA SUPPLEMENT SHEET

Agenda Item Number: I.10

Village Board Meeting Date: June 10, 2020

Item Title: Consider for Approval Ordinance No. 20-024, an Ordinance Granting Approval of Modified Standards in Lieu of § 220-1005-E.2 of the Homer Glen Village Code for Temporary Signs through September 15, 2020 as part of the 20/20 Economic Recovery Plan for Homer Glen.

Motion for Consideration: Is there a motion to approve Ordinance No. 20-024, an Ordinance Granting Approval of Modified Standards in Lieu of § 220-1005-E.2 of the Homer Glen Village Code for Temporary Signs through September 15, 2020 as part of the 20/20 Economic Recovery Plan for Homer Glen?

Staff Contact: Economic Development Director Patch

Background Information: The Village recognizes that local businesses need assistance as the economy begins its return to normalcy following the Restore Illinois guidelines. The proposed standards would modify and expand upon allowances in the Code to regulate the use of temporary signs by businesses through September 15, 2020. Extension beyond September 15, 2020, would be subject to Village Board approval. The proposed modified standards are a new initiative of the 20/20 Economic Recovery Plan for the Village of Homer Glen.

For reference, the promotional needs of businesses are currently addressed by the Village’s sign regulations through temporary signs (§ 220-1005-E.2, Attachment A). Currently, the use of temporary signs is limited to ninety-one (91) days of display time per calendar year. Under the proposed modified standards, the number of sign display days used is NOT counted against the normal annual temporary business sign permit allowance (91 days). Additionally, code enforcement would follow up with businesses exceeding the number of allowed signs, the type of sign, improper placement of ground signs and other complaints related to these modified standards. The proposed standards are shown in the Ordinance’s Exhibit A.
ATTACHMENT A:

CURRENT TEMPORARY SIGN REGULATIONS

§ 220-1005-E.2

(2) Temporary signs.
(a) Two temporary signs are permitted per business. One of these signs is permitted to be a ground-mounted sign. Each zoning lot is permitted one ground-mounted banner sign per 50 linear feet of building frontage along the public street. Such temporary sign may be illuminated per the requirements of Chapter 75, Article II, Part 20, Outdoor Lighting, may be double-faced, and the total gross surface area of the sign face shall not exceed 25 square feet.
(b) One sign permit shall be obtained for all temporary signs per calendar year. Permits for temporary signs shall be valid for a period of 91 days.[2] This time period can be used in one continual time period or can be split into 13 separate seven-day periods throughout the year. All such signs shall be removed from the premises within 24 hours after expiration of the permit.
[2] Editor's Note: Section 2 of Res. No. 19-002, adopted 9-25-2019, states that Village staff shall not enforce the ninety-one-day display time limit for temporary signs for 159th Street corridor businesses located within the IDOT 159th Street Road Improvement Project limits through 12-31-2020, with further deadline extension beyond 12-31-2020 subject to Village Board approval. All other temporary sign regulations remain in effect, and temporary sign permits may be revoked and signs removed or replaced if other applicable regulations are not followed or if the temporary sign becomes unsightly. Refer to Res. No. 19-002 for a description of the IDOT 159th Street Road Improvement Project limits.
(c) The permit holder shall notify the Village of the dates that the temporary sign shall be displayed. This can be provided to the Village either once, at the start of the calendar year, or can be provided to the Village at various times during the calendar year.
THE VILLAGE OF HOMER GLEN
WILL COUNTY, ILLINOIS

ORDINANCE
NUMBER 20-024


GEORGE YUKICH, Village President
CHRISTINA NEITZKE-TROIKE, Village Clerk

BROQUE BACKAL
CARLO CAPRIO
RUBEN PAZMINO
KEITH GRAY
BETH RODGERS
SHARON SWEAS

Trustees

WHEREAS, the Village of Homer Glen, Will County, Illinois (the “Village”) is a home rule municipality pursuant to Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs (the “Home Rule Powers”); and,

WHEREAS, Governor Pritzker declared all counties in the State of Illinois as a disaster area on March 9, 2020 ("Gubernatorial Disaster Proclamation"); and,

WHEREAS, on March 11, 2020, the World Health Organization characterized the COVID-19 outbreak as a pandemic; and,

WHEREAS, the Governor issued a series of Executive Orders that impacted normal business operations beginning March 16, 2020 to protect the public's health in response to the COVID-19 outbreak; and

WHEREAS, the COVID-19 public health crisis and attendant measures taken to protect the public health have created an economic challenge for local businesses; and

WHEREAS, the Restore Illinois Plan has currently entered Phase 3 of partial reopening beginning May 29, 2020; and

WHEREAS, the Mayor and the Board of Trustees have determined that it is in the best interest of the Village to assist small businesses to survive short-term disruptions to business operations due to COVID-19; and,

WHEREAS, the promotional needs of businesses are addressed by the Village’s sign regulations within the Zoning Ordinance through temporary signs (§ 220-1005-E); and

WHEREAS, modified standards with expanded allowances would help local businesses to better promote their businesses during Restore Illinois plan reopening; and

WHEREAS, the standards for Temporary Promotional Signs during Restore Illinois Plan reopening are described on Exhibit A attached hereto; and

WHEREAS, all other temporary sign regulations would remain in effect.

NOW, THEREFORE, BE IT ORDAINED by the Village President and Village Board of Trustees of the Village of Homer Glen, Will County, Illinois, by and through its Home Rule Powers, as follows:

Section 1. Incorporation of Recitals. The above recitals are hereby declared to be true and correct and findings of the Village Board of the Village of Homer Glen and are incorporated herein.
Section 2. Temporary Standards Imposed. In accordance with its Home Rule Powers, the Village shall follow the modified standards in “Exhibit A” in lieu of § 220-1005-E.2 of the Homer Glen Village Code for temporary signs through September 15, 2020. Extension beyond September 15 is subject to Village Board approval. All other temporary sign regulations remain in effect.

Section 3. Severability. The various portions of this Ordinance are hereby expressly declared to be severable, and the invalidity of any such portion of this Ordinance shall not affect the validity of any other portions of this Ordinance, which shall be enforced to the fullest extent possible.

Section 4. Repealer. All Ordinances or portions of Ordinances previously passed or adopted by the Village of Homer Glen that conflict with or are inconsistent with the provisions of this Ordinance are hereby repealed.

Section 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval.
Adopted this 10th day of June, 2020 pursuant to a roll call vote as follows:

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**APPROVED** by the Village President on June 10, 2020.

______________________________
George Yukich  
Village President

ATTEST:

______________________________
Christina Neitzke-Troike  
Village Clerk
“Exhibit A”

20/20 Economic Recovery Plan for Homer Glen

Standards for Temporary Promotional Signs during Restore Illinois Plan Reopening:

Effective May 29, all regions of the state are now in Phase 3 (Recovery) of the Governor’s “Restore Illinois” Plan. The following standards will govern the use of temporary promotional signs to support businesses in Homer Glen during Restore Illinois reopening.

- 1 ground-mounted sign or 1 feather banner sign and/or 1 wall sign on the business facade is permitted for each business.
- No inflatables, hot air balloons, or rotating, or animated signs. No other fluttering or moving signs with the exception of feather banner type.
- Lighting for temporary signs is not permitted.
- Sign Size: Maximum of 25 square feet.
- Ground Signs Placement: A minimum of five feet from the nearest property line and shall not be located in the public right-of-way.
- Landlord approval for sign placement is tenant’s responsibility by honor system.
- Spacing distance of 25 feet between tenant ground signs for multi-tenant centers.
- NO Village permit needed and NO permit fee (FREE WITH NO PERMIT REQUIRED).
- The number of sign display days used is NOT counted against the normal annual temporary business sign permit allowance (91 days).
- Code enforcement will follow up with businesses exceeding the number of allowed signs, the type of sign, improper placement of ground signs and other complaints related to these standards.
- Temporary signs during RESTORE ILLINOIS REOPENING can be displayed through September 15, 2020. Extension beyond September 15, 2020, is subject to Village Board approval.
AGENDA SUPPLEMENT SHEET

AGENDA SUPPLEMENT SHEET

Agenda Item Number: I.11

Village Board Meeting Date: June 10, 2020

Item Title: Consider for Approval Rules and Guidelines for Use of Heritage Park by Health & Fitness Businesses as part of the 20/20 Economic Recovery Plan for Homer Glen.

Staff Contact: Economic Development Director Patch

Background Information: Effective on May 29, 2020, under the Governor’s Restore Illinois plan, health & fitness businesses are allowed to reopen their place of business only for one-on-one training within maximum occupancy and other safety guidelines. Outdoor guidelines are more flexible allowing fitness classes limited to a maximum of 10 participants with social distancing. The attached rules and guidelines have been drafted in an effort to assist our local businesses. These rules and guidelines (Attachment A) will allow local health & fitness businesses to use Heritage Park on a temporary basis until Phase 5 (full reopening) is achieved following the Restore Illinois plan. The proposed rules and guidelines are a new initiative of the 20/20 Economic Recovery Plan for the Village of Homer Glen.

For reference, the Restore Illinois Health & Fitness Businesses Guidelines are attached (Attachment B).

Budget Implications: N/A

Motion for Consideration: Is there a motion to approve Rules and Guidelines for Use of Heritage Park by Health & Fitness Businesses as part of the 20/20 Economic Recovery Plan for Homer Glen?
20/20 Economic Recovery Plan for Homer Glen

Rules, Guidelines and Procedures for Use of Heritage Park by Health & Fitness Businesses

The following rules, guidelines and procedures will govern the temporary use of Heritage Park by health & fitness businesses in Homer Glen under the Governor’s Restore Illinois plan.

Rules and Guidelines:

- Effective Period: These temporary rules and guidelines will allow local health & fitness businesses to use Heritage Park on a temporary basis until Phase 5 (full reopening) is achieved following the Restore Illinois plan.
- Licensed Businesses Only: A current Homer Glen business license is required.
- Area Open for Use: The grassed park area south of Heritage Circle is open to permit holders on a first-come-first-served basis. The hardscape area adjacent to Village Hall is not available. The park area north of Heritage Circle including the Active Core and trail is not available to permit holders.
- Group Maximum: A maximum of 2 outdoor class groupings with up to 10 participants each at any same time per business is allowed.
- Park Maintenance: Outdoor health & fitness classes must not interfere with park maintenance activities. Business owners should be prepared to relocate a class within the park as necessary based on real time park maintenance activities. The Village will continue to maintain the park and cannot commit to anything over and above current management practices and schedule.
- Restroom Access: The park restroom facility is available for use.

Procedures:

The following procedures will be required for health & fitness businesses that want to utilize Heritage Park for outdoor fitness classes:

- Permit Required: A special event permit (FREE) obtained through the Building Department is required. Applicants will provide their activity/class plans, proposed location in the park and requested times.
- Indemnify the Village: Applicants must sign an indemnification/hold harmless agreement protecting the Village as part of the permit application.
INDEMNIFICATION/HOLD HARMLESS AGREEMENT
Outdoor Fitness Classes/Activities on Public Property Permit

This Indemnification/Hold Harmless Agreement is dated _____ day of ________, 2020, and is between ______________________________ ("Indemnitor"), a corporation or other business entity created under the laws of the State of ________________, authorized to conduct business in the State of Illinois and the Village of Homer Glen, Illinois, an Illinois municipal corporation, Will County, Illinois ("Village").

WHEREAS, Indemnitor has requested permission to use Heritage Park, a public park owned by the Village located at _________________________________, for the purpose of conducting outdoor fitness classes and activities for Indemnitor's business in accordance with the Special Request for Outdoor Fitness Classes/Activities on Public Property – Permit Application submitted by Indemnitor.

NOW THEREFORE, in consideration of receipt of permission from the Village to use public park property for outdoor fitness classes and activities, the Indemnitor and any person acting under or pursuant to approval of the permit, agrees to indemnify, hold harmless, release and defend (even if the allegations are false, fraudulent, or groundless) to the maximum extent allowed by law, the Village, its President, its Board of Trustees, and each member thereof, and its officers, employees, advisory board members and representatives, from and against any and all liability, loss, suits, claims, damages, costs, judgements and expenses (including attorney's fees and costs of litigation) which in whole or in part result from, or arise out of, or are claimed to result from or to rise out of any acts, negligence, errors, or omissions (including, without limitation, professional negligence) of Indemnitor, its employees, representatives, contractors, subcontractors, or agents by reason of or arising out of, or in any matter connected with, any and all acts, operations, privileges authorized, allowed or undertaken pursuant to the permit for outdoor fitness classes and activities on public park property including, without limitation, any condition of any property used in the operation of outdoor fitness classes and activities and the use of equipment or other fixtures on any property used for outdoor fitness classes and activities. Any personal property, including but not limited to chairs, mats, fitness equipment or other non-permanent fixtures used on public property by Indemnitor are the sole and exclusive responsibility of the Indemnitor. The Village makes no representations, warranties or promises related to the use of the park property for outdoor fitness classes and activities.

This indemnity agreement includes, but is not limited to, personal injury (including death and/or health pandemics at any time) and property or other damage sustained by any person or persons (including, but not limited to, companies, corporations, Indemnitor and its employees or agents, and members of the general public). Indemnitor understands that the permit may be revoked, amended or otherwise changed at any time and without notice by law or within the sole discretion of the Village and this Indemnification/Hold Harmless Agreement remains binding and effective beyond the term of the permit.

As a further condition of issuance of the approval, the Indemnitor covenants not to sue the Village, its President, its Board of Trustees, and each member thereof, and its officers, employees, advisory board members and representatives, and shall cause its insurers to waive subrogation against the same with respect to any action, claim or demand in any way resulting from or connected with any and all undertakings and operations conducted pursuant to the permit for outdoor fitness classes and activities.

INDEMNITOR:

By: ____________________________________  Its: ________________________________
This document is applicable to businesses that meet the following criteria:

- Customer-facing facilities engaged in health and fitness services
  - Examples of health and fitness centers include (non-exhaustive): gyms; fitness centers; yoga, cycling, pilates, and barre studios
- In Phase III, health and fitness services are limited to:
  - 1-1 training
  - Outdoor fitness classes with up to 10 participants and prohibition on contact activities

Uniform guidelines across businesses, industries and nonprofits within the State of Illinois:

**GENERAL HEALTH**

**i. Minimum guidelines**

1. All employees who can work from home should continue to do so
2. Employees should wear face coverings over their nose and mouth when within 6-ft. of others (cloth masks preferred). Exceptions may be made where accommodations are appropriate – see IDHR’s guidance.
3. Social distance of at least 6-ft. should be maintained between non-household individuals unless participating in activities permitted under Phase III guidelines
4. Employer should provide hand washing capability or sanitizer to employees and if applicable, customers
5. Frequent hand washing by employees, and an adequate supply of soap/ paper towels and/or disinfectant/ hand sanitizer should be available
HR AND TRAVEL POLICIES

i. Minimum guidelines

1. All employees should complete health and safety training related to COVID-19 when initially returning to work. Resources to design a training are posted on the DCEO Restore Illinois guidelines website.

2. Employers should continue to limit all non-essential business travel.
   a. If employee must travel, employee should follow CDC considerations to protect themselves and others during trip.

3. Employees should not report to, or be allowed to remain at, work if sick or symptomatic (with cough, shortness of breath or difficulty breathing, fever of 100.4 degrees or above, chills, muscle pain, headache, sore throat, new loss of taste or smell, or other CDC-identified symptoms), and sick or symptomatic employees should be encouraged to seek a COVID-19 test at a state or local government testing center, healthcare center or other testing locations.

ii. Encouraged best practices

1. Provide reasonable accommodation for COVID-19-vulnerable employees, including but not limited to work from home (if feasible), reduced contact with others, use of barriers to ensure minimum distance between others whenever feasible or other accommodations that reduce chances of exposure.

HEALTH MONITORING

i. Minimum guidelines

1. Employers should make temperature checks available for employees and encourage their use. Employers should post information about the symptoms of COVID-19 in order to allow employees to self-assess whether they have any symptoms and should consider going home.

2. All employers should have a wellness screening program. Resources outlining screening program best practices are posted on the DCEO Restore Illinois guidelines website.
   a. Employer should conduct in-person screening of employees upon entry into workplace and mid-shift screening to verify no presence of COVID-19 symptoms.

3. If employee does contract COVID-19, they should remain isolated at home for a minimum of 10 days after symptom onset and can be released after feverless and feeling well (without fever-reducing medication) for at least 72 hours OR has 2 negative COVID-19 tests in a row, with testing done at least 24 hours apart.

4. If an employee is identified as being COVID-19 positive by testing, CDC cleaning and disinfecting should be performed as soon after the confirmation of a positive test as practical.

5. Where appropriate, notify employees who have been exposed.

6. Any employee who has had close contact* with co-worker or any other person who is diagnosed with COVID-19 should quarantine for 14 days after the last/most recent contact with the infectious individual and should seek a COVID-19 test at a state or local government testing center, healthcare center or other testing locations. All other employees should be on alert for symptoms of fever, cough, or shortness of breath and taking temperature if symptoms develop.

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*Close contacts include household contacts, intimate contacts, or contacts within 6-ft. for 15 minutes or longer unless wearing N95 mask during period of contact.
Guidelines specific to health and fitness businesses:

**PHYSICAL WORKSPACE**

i. Minimum guidelines

1. Fitness center should display signage at entry with face covering requirements, social distancing guidelines, and cleaning protocols, in multiple languages as needed
2. Fitness center should configure workout stations or implement protocols (e.g. decommissioning equipment) to allow for 10-ft. social distancing between individuals without barrier OR 6-ft. apart with barriers
3. Fitness center should configure any employee workstations to allow for 6-ft. social distancing between employees
   a. If not practical, install an impermeable barrier between employees
4. Ancillary accommodations (e.g., saunas, hot tubs, steam rooms, childcare areas) should be closed
5. Locker rooms and showers should be configured with signage, tape, and other markings to ensure members can maintain 6-ft. of social distance
6. Water fountains, except for touchless water bottle refill stations, should be made unavailable for use (e.g. turned off, covered, area blocked)
   a. If no touchless fountain is available, water may be served in sealed, single-use water bottles

ii. Encouraged best practices

1. Display signage with guidelines for members to clean equipment before and after each use
2. Where possible, eliminate common touchpoints (e.g., propping doors/ using touchless door pulls)
3. If practical, implement touchless check-in (e.g., confirm membership with a QR code)
4. Where building management practices allow, increase air turnover rates in occupied spaces and increase outside make-up air to the maximum extent practical

**DISINFECTING/CLEANING PROCEDURES**

i. Minimum guidelines

1. 1-1 training
   a. Fitness center should provide sanitizing supplies near all equipment and exercising areas (e.g. treadmills, weights, studios)
   b. Fitness center employees should fully clean and sanitize exercising areas (e.g. yoga room) before and after use by individuals
   c. Clean and disinfect common areas (e.g., restrooms, cafeterias) and surfaces which are touched by multiple people (e.g., entry/exit doorknobs, stair railings) frequently; every hour recommended for high-traffic areas
   d. Sanitization of locker rooms and showers should be completed at least every hour
   e. Cleaning and disinfecting of premises should be conducted in compliance with CDC protocols on a weekly basis
2. Outdoor fitness
   a. Fitness center should provide sanitizer or hand-washing station
   b. Fitness center employees should fully clean and sanitize any equipment provided before and after use by individuals
STAFFING AND ATTENDANCE

i. Minimum guidelines

1. 1-1 training
   a. Fitness center should operate at no more than 50% of occupancy at any given time OR 5 people per 1000 sq. feet
   b. Fitness center should evaluate common areas/ break rooms to allow for social distancing of 6-ft or greater by removing/ decommissioning furniture or staggering break times; this guideline is not intended to diminish employees break time requirements

2. Outdoor fitness
   a. Fitness classes should allow for 10-ft. social distancing between participants and is limited to a maximum of 10 participants
   b. Multiple groups permitted in a space at once as long as 1) facilities allow for social distancing of participants and employees, 2) 30-ft. of distancing is maintained between groups, and 3) areas for each group are clearly marked to discourage interaction between groups

ii. Encouraged best practices

1. Minimize the number of in-person interactions among employees
   a. If an in-person interaction or meeting of employees is necessary, limit to 10 people with social distancing

2. Stagger shift start and end times to minimize congregation of employees during changeovers

EXTERNAL INTERACTIONS

i. Minimum guidelines

1. Before allowing external supplier or non-customer visitor to enter, or while requiring them to wait in a designated area, fitness center should ask whether external supplier or non-customer visitor is currently exhibiting COVID-19 symptoms
   a. If practical, fitness center should take external supplier or non-customer visitor temperature using thermometer (infrared / thermal cameras preferred, touchless thermometers permitted)

2. Fitness center should keep log of all external vendors who enter premises

3. Suppliers and non-customer visitors should wear face coverings over their nose and mouth when entering premises (exceptions can be made for people with medical conditions or disabilities that prevent them from safely wearing a face covering)

ii. Encouraged best practices

1. Limit contact between external vendors and employees
CUSTOMER BEHAVIORS

i. Minimum guidelines

1. Reservations only, no walk-ins permitted
2. Before allowing entrance or before class, fitness center should ask whether member is currently exhibiting COVID-19 symptoms. If member does have symptoms, they should wait to enter premises until they have had no fever for at least 72 hours, other symptoms have improved, and at least 10 days have passed since their symptoms first appeared
3. Members should clean and sanitize equipment (e.g., weights, treadmills, any equipment used outdoors) before and after use
4. Members should maintain 10-ft. of distance during exercise
5. Members should wear face covering whenever not exercising (exceptions can be made for people with medical conditions or disabilities that prevent them from safely wearing a face covering)
6. Contact exercises such as boxing, sparring, wrestling, etc. are not permitted. Drills related to such activities such as use of punching bags are allowed but equipment should be sanitized before and after each use
7. Equipment should not be shared between members at the same time unless from the same household

ii. Encouraged best practices

1. If possible, fitness center takes member temperature using thermometer (infrared / thermal cameras preferred, touchless thermometers permitted)
2. Members arrive at facility dressed in workout attire
3. Members wear face coverings over their nose and mouth while working out (exceptions can be made for people with medical conditions or disabilities that prevent them from safely wearing a face covering)

If you have questions or need additional support:
Please call our hotline at 1-800-252-2923
or e-mail us at ceo.support@illinois.gov
or return to Illinois.gov/businessguidelines

Additional Resources:
- CDC Interim Guidance for Businesses and Employers
- CDC Workplace Decision Tool
- IDPH Testing Guidance
- IDPH FAQs
- Symptoms of Coronavirus
- IDHR FAQ for Businesses Concerning Use of Face-Coverings During COVID-19
- CDC Guidelines on Cleaning and Disinfecting Your Facility
- CDC Guidance on Cleaning Public Spaces, Workplaces, Businesses, Schools, and Homes
- EPA Disinfectants for Use Against SARS-CoV-2