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
   1. May 27, 2020

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 July 24, 2020 through August 13, 2020 in the amount of $504,873.28.
   2. Consider for Approval the Village of Homer Glen’s June Legal Bills from Mahoney, Silverman & Cross, LLC in the Amount of $6,327.50.
   3. Consider for Approval TRIA Architecture’s Invoices No. 3402 and 3403 for Heritage Park Design Services, in the amount of $76,055.16.
   4. Consider for Approval Pay Estimate No. 1 from Clauss Brothers, Inc. for the Active Core Swing Project at Heritage Park, in the amount of $25,003.12.

I. LEGISLATION AND ACTION ITEMS
   1. Consideration of Ordinance 20-032, an Ordinance granting: (1) a Variance to permit an accessory structure in the required front yard of the subject property where accessory structures are not a permitted obstruction and (2) a Variance to reduce the required front yard setback for an accessory structure located within the required front yard of a residential property from forty (40) feet to ten (10) feet, for certain real property located in the R-3 Single Family Residential Zoning District at 14623 W. 143rd Street, Homer Glen, Illinois [Case No. HG-1726-V, Mrowca].
   2. Consideration of Ordinance No. 20-033, an Ordinance approving a Variance to permit an above ground pool as an obstruction in a corner side yard, per [Table 1B of Chapter 220 of the Code of the Village of Homer Glen], for certain real property located in the R-5 Single Family Residential Zoning District at 13643 W Cedarbend Drive, Homer Glen, Illinois [Case No. HG-2007-V].
   3. Consider a Motion to Amend the Intergovernmental Agreement (IGA) between the Village of Homer Glen and the Homer Road District.
   4. Consider for Approval the Award of a Multi-Year Contract with Beary Landscape Management for Lawn Mowing and Maintenance of the 159th Street Right-of-Way.
5. Consider for Approval the Installation of Temporary Traffic Calming Devices (speed bumps) on Heritage Circle.

6. Consider for Approval the Extension of Rules & Guidelines for Outdoor Dining for Restaurants to be Effective through December 1, 2020.

J. WORKSHOP
   1. Presentation and Discussion of Proposed Sewer and Water Tap-On Fees and Impact Fees.

K. OLD BUSINESS

L. NEW BUSINESS

M. EXECUTIVE SESSION
   1. Purchase or Sale of Real Property
   2. Potential or Pending Litigation

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.
Village of Homer Glen

14240 W. 151st Street
Homer Glen, Illinois 60491

May 27, 2020

Board of Trustees
Board Meeting

Village Board Room
14240 W. 151st Street
Homer Glen, IL 60491
A. CALL TO ORDER

The meeting was called to order on May 27, 2020 by Mayor Yukich at 7:00 p.m. in the Village Board Room, 14240 W. 151st Street, Homer Glen.

B. PLEDGE OF ALLEGIANCE TO THE FLAG

C. ROLL CALL

Present were Mayor Yukich, Trustees Ruben Pazmino, Beth Rodgers, Sharon Sweas, Keith Gray, and Carlo Caprio. Also present on behalf of the Village were Village Clerk Christina Neitzke-Troike, Village Attorney Eric Hanson, Director of Planning & Zoning Vijay Gadde, Assistant to the Village Manager Matt Walsh, Chief Building Official Joe Baber, Finance Director & Treasurer John Sawyers and Village Manager Karie Friling. A quorum was established.

D. APPROVAL OF AMENDMENTS TO THE AGENDA - None

E. APPOINTMENT OF BROQUE BACKAL

Motion to accept Mayor Yukich’s appointment of Broque Backal to the vacant Trustee position until the next regular scheduled Village Trustee Election in April 2021.

Trustee Caprio motioned to appoint Broque Backal, second by Trustee Gray.

The Mayor asked the Clerk to call the Roll:
Ayes: (5) Trustees Sweas, Caprio, Gray, Rodgers, and Pazmino
Nays: (0)
Abstained: (0)
Absent: (0)

The motion carried.

F. REPORTS AND COMMUNICATIONS FROM MAYOR AND OTHER OFFICERS

1) Mayor’s Report–

2019 STATE OF THE VILLAGE

With the COVID-19 Pandemic we have all been living through, it is easy to forget about all of the positive things that are happening in Homer Glen. Every year I give a State of the Village presentation recapping the events and projects from the previous year. This year this presentation was cancelled but there are many wonderful things that did occur last year. We can’t forget these things. With the help of staff, I did my first virtual State of the Village and would like to share it tonight with the board and community. It’s very important to not forget everything we have accomplished together.
G. PUBLIC COMMENT –

Isein Nermina and Dzaferoski – Spoke regarding Onondaga Trail’s flooding issue. Asked for update on drainage plan and if there is a plan to purchase their land to benefit the Village and the surrounding residents. Mayor Yukich stated he will look into it and let him know.

Kelly Klein – Gun Safety Proclamation

Rebecca Mason and Jeff Peterson – Spoke regarding Evlyn’s Gate Park maintenance. Residents would like to see the Village control the weeds and mow more often. Also asked about the pavilion that needs attention as well. Manager Friling stated the pavilion is in the budget and will be done this year.

Kathy Curtis (via zoom) – Resident lives behind Mugshots. Does not want to see a bar and people smoking behind her house. Resident also stated it was hard to hear via zoom.

Kristal Johnson (via zoom) – Lives near Mugshots and would like to echo everything Kathy had stated. She also sent photos in from her view of her yard.

Cindee S. (via zoom) – Lives directly behind Mugshots, feels things are just too close. She has seen unsightly things and is concerned things like this will continue. Concerned on the location of the patio.

Melissa Prado (via zoom) – Resident lives near Mugshots and feels she understands business needs to happen but concerned for the nearby residents. Concerned about the cigarette smoke. Cindee is hoping Mugshot owners would be good neighbors.

Tracy (via zoom) – Resident lives nearby and concerned about smoking and food droppings. Tracy stated she had issues with the Deli who moved in already. Would like to know how clean up will be handled? Also stated she has a teenager and a pool. Resident was concerned about her daughter and the pool.

Susan Manning (via zoom) – Concerned about the noise from Mugshots and wanted to know what the noise ordinance is.

H. CONSENT AGENDA

3. Pay Estimate No. 10 from Austin Tyler Construction, Inc. for Phase I of the Heritage Park Project, in the Amount of $20,000.

Trustee Gray motioned to approve the Consent Agenda, second by Trustee Rodgers.

The Mayor asked the Clerk to call the Roll:
Ayes: (6) Trustees Sweas, Caprio, Gray, Rodgers, Backal, and Pazmino
Nays: (0)
Abstained: (0)
Absent: (0)
*The motion carried.*

I. LEGISLATION AND ACTION ITEMS

1. **Motion to approve the attached proclamation congratulating Yelana Bowes on her retirement.**

   Trustee Caprio motioned to approve, second by Trustee Sweas.

   *The Mayor asked the Clerk to call the Roll:*
   Ayes: (6) Trustees Gray, Sweas, Caprio, Backal, Pazmino, and Rodgers
   Nays: (0)
   Abstained: (0)
   Absent: (0)
   The Mayor also voted Aye
   *The motion carried.*

2. **Motion to approve the attached proclamation declaring June 5, 2020 as National Gun Violence Awareness Day in the Village of Homer Glen.**

   Trustee Gray motioned to approve, second by Trustee Rodgers.

   Trustee Pazmino suggested to change the name of the proclamation to Violence Awareness Day as the suggested name seems to infringe on residents second amendment rights.

   *The Mayor asked the Clerk to call the Roll:*
   Ayes: (5) Trustees Gray, Sweas, Caprio, Backal, and Rodgers
   Nays: (1) Trustee Pazmino
   Abstained: (0)
   Absent: (0)
   *The motion carried.*

3. **Motion to accept Mayor Yukich’s appointment of Trustee Keith Gray as Mayor Pro Tem.**

   Trustee Sweas motioned to approve appointment of Trustee Keith Gray as Mayor Pro-Tem, second by Trustee Caprio.

   *The Mayor asked the Clerk to call the Roll:*
   Ayes: (6) Trustees Gray, Sweas, Caprio, Backal, Pazmino, and Rodgers
   Nays: (0)
   Abstained: (0)
   Absent: (0)
   The Mayor also voted Aye
   *The motion carried.*

4. **Motion to approve the Mayor’s appointments to the Village Committees, as
outlined on the Agenda Supplement Sheet.

Trustee Caprio motioned to approve the Mayor’s appointments to the Village Committees, second by Trustee Sweas.

_The Mayor asked the Clerk to call the Roll:_
Ayes: (6) Trustees Gray, Sweas, Caprio, Backal, Pazmino, and Rodgers
Nays: (0)
Abstained: (0)
Absent: (0)
_The motion carried._

5. **Motion to accept Mayor Yukich’s appointment of Bryan Kozor as Chair of the Plan Commission and Beth Verdun as Vice Chair of the Plan Commission.**

Trustee Rodgers motioned to approve Mayor Yukich’s appointment of Brian Kozor, second by Trustee Backal.

_The Mayor asked the Clerk to call the Roll:_
Ayes: (6) Trustees Gray, Backal, Sweas, Caprio, Pazmino, and Rodgers
Nays: (0)
Abstained: (0)
Absent: (0)
_The motion carried._

6. **Motion to approve Ordinance No. 20-014, an ordinance approving a Special Use Permit for outdoor seating associated with a permitted restaurant with an exception to reduce the required unobstructed adjacent sidewalk from five (5) feet to zero (0) feet, as required in Section 220.835 of the Village of Homer Glen Zoning Ordinance, for Mugshots Bar & Grill located at 13031 W 143rd Street, Homer Glen, Illinois in the C-1 Neighborhood Commercial Zoning District. [Mugshots Outdoor Seating, Case No. HG-2003-S]? subject to the following conditions:**

1. An eight (8) foot by eight (8) foot clear sound barrier be constructed at the southern end of the outdoor seating area; and
2. Closing hours of operation for only the outdoor seating area will be restricted to 10pm on weekdays from Sunday through Thursday and 12am on Fridays and Saturdays.

Trustee Caprio motioned to approve Ordinance No. 20-014, second by Trustee Gray.

Mayor Yukich stated he drove past Mugshots and it was a bit nerve racking at first as it looked as if the patio continued to the back of the building, but realized it only goes half the length. Mayor Yukich opened the floor for Trustees to discuss. Trustee Rodgers stated she appreciated the residents bringing forward the maintenance issues but the issues do not fall on Mugshots or any of the tenants. The issues fall on the landlord. Trustee Rodgers stated she could not support the purposed patio at this time. Trustee Sweas agreed with Trustee Rodgers. Trustee Sweas does not agree with the outdoor seating brought forward at this time. Trustee Rodgers stated these residents have lived there for a long time and the patio is too close to the resident’s homes. Trustee Gray stated he had
drove out there as well, and asked one of the owners why they wanted the side of the building and not in the front. The owner stated there is a ramp he was not able to block and was encouraged to look at the side of the building for a patio. Trustee Gray asked staff if there was any way Mugshots could look at using the front of the building for the patio as the curb is basically one full ramp. Trustee Gray stated we can not stop any business from moving forward to open, the restaurant/bar is going to be there, it is a matter of the outside patio and the placement of it. Trustee Gray encourages staff and the owners to take a look at using the front of the building for a patio. Trustee Backal would like to see Mugshots move the patio to the front of the building. Caprio and Trustee Gray withdrew their motions and motioned to remand back to planning commission. The board agreed to have Senior Planner Melissa King as the point person for Mugshots.

Trustee Caprio motioned to remand Mug Shots back to the Planning Commission. Second by Trustee Backal.

The Mayor asked the Clerk to call the Roll:
Ayes: (6) Trustees Gray, Backal, Sweas, Caprio, Pazmino, and Rodgers
Nays: (0)
Abstained: (0)
Absent: (0)
The motion carried

7. Motion to approve Ordinance No. 20-015 an ordinance approving (i) a Special Use Permit for an existing single-family home (approximately 4,100 sf) on a lot of less than five acres of land area, but at least one acre in size when topographic or other geographic considerations make the active farm use of the property impractical; to permit an addition with an attached garage to the existing single-family home (approximately 7,900 sf); and (ii) an exception to decrease the minimum side yard setback, on the west side of the property along the proposed addition, from 50’ to 14’, for certain real property located in the A-1 Agricultural District at 17045 S. Parker Rd., Homer Glen, Illinois, subject to the following conditions. [Case No. HG-2001-S]

Trustee Caprio motioned to approve Ordinance No. 20-015, second by Trustee Rodgers.

The Mayor asked the Clerk to call the Roll:
Ayes: (5) Trustees Gray, Backal, Caprio, Pazmino, and Rodgers
Nays: (0)
Abstained: (0)
Absent: (0)
Present: (1) Trustee Sweas
The motion carried.

8. Motion to Approve Ordinance No. 20-016, an Ordinance Granting a Variance to permit Brazilian Walnut Hardwood siding on the first floor of the dwelling, in lieu of the Exterior Construction Standards requiring that stone or brick material cover one hundred (100) percent of the aggregate total area of all first floor or story exterior walls, exclusive of doors, windows and associated trim [§75-67A (Applicability and scope: type of building or structure) of Chapter 75 (Buildings) of the Code of the Village of Homer Glen], for certain real property located in the A-1 Agricultural Zoning at 17045 S. Parker Rd., Homer Glen, Illinois.
Trustee Caprio motioned to approve Ordinance No. 20-016, second by Trustee Pazmino.

_The Mayor asked the Clerk to call the Roll:_
Ayes: (5) Trustees Gray, Backal, Caprio, Pazmino, and Rodgers
Nays: (1) Trustee Sweas
Abstained: (0)
Absent: (0)
_The motion carried._

9. Motion to approve Ordinance No. 20-017, an Ordinance Granting a Variance to permit fiber cement siding on the first floor of the dwelling, in lieu of the Exterior Construction Standards requiring that stone or brick material cover one hundred (100) percent of the aggregate total area of all first floor or story exterior walls, exclusive of doors, windows and associated trim [§75-67A (Applicability and scope: type of building or structure) of Chapter 75 (Buildings) of the Code of the Village of Homer Glen], for certain real property located in the R-2 Single Family Residential District at 12807 W. Taelevale Ct., Homer Glen, Illinois.

Trustee Gray motioned to approve Ordinance No. 20-017, second by Trustee Rodgers.

_The Mayor asked the Clerk to call the Roll:_
Ayes: (5) Trustees Gray, Backal, Caprio, Pazmino, and Rodgers
Nays: (1) Trustee Sweas
Abstained: (0)
Absent: (0)
_The motion carried._

10. Motion to approve Ordinance No. 20-018, an Ordinance Granting a Variance to permit fiber cement siding on the first floor of the dwelling, in lieu of the Exterior Construction Standards requiring that stone or brick material cover one hundred (100) percent of the aggregate total area of all first floor or story exterior walls, exclusive of doors, windows and associated trim [§75-67A (Applicability and scope: type of building or structure) of Chapter 75 (Buildings) of the Code of the Village of Homer Glen], for certain real property located in the R-2A Single Family Residential District 17437 S. McCarron Rd., Homer Glen, Illinois.

Trustee Backal motioned to approve Ordinance No. 20-018, second by Trustee Rodgers.

_The Mayor asked the Clerk to call the Roll:_
Ayes: (5) Trustees Gray, Backal, Caprio, Pazmino, and Rodgers
Nays: (1) Trustee Sweas
Abstained: (0)
Absent: (0)
_The motion carried._

11. Motion to approve Resolution No. 20-004, a Resolution Authorizing the Reduction of the Speed Limit on 151st Street, from Bell Road to Cedar Road, to 40 miles per hour or less, as part of the 151st Street Roadway Widening project and Direct Staff to prepare a
Resolution for Village Board consideration to reduce the speed limit to 35 miles per hour from Bell Road to Cedar Road effective August 1, 2020.

Trustee Caprio motioned to approve Resolution No. 20-004, second by Trustee Backal.

12. Motion to approve Inter-Governmental Agreement between the Village of Homer Glen and the Homer Township Road District for Street Light Maintenance in Unincorporated Homer Township? It is understood that the street lights currently maintained by the Homer Township Road District, within unincorporated Homer Township, will be added to the Village’s street light maintenance contract with Lyons Pinner Electric Companies, or any future lighting maintenance contract, and that the Homer Township Road District will reimburse the Village for the monthly maintenance fee, which is currently $4.25 per street light.

Trustee Sweas motioned to approve the Inter-Governmental Agreement between the Village of Homer Glen and the Homer Township Road District, second by Trustee Caprio.

13. Motion to approve Ordinance No. 20-019, an Ordinance Amending Addendum B-Drug Free Work Place of the Village’s Personnel Policy Statement.

Trustee Gray motioned to approve Ordinance No. 20-019, second by Trustee Caprio.

14. Motion to approve rules & regulations for outdoor dining for restaurants.

Trustee Caprio motioned to approve rules & regulations for outdoor dining for restaurants, second by Trustee Rodgers.
J. WORKSHOP –


The Village Board discussed the impact of COVID-19 on Village revenues, local businesses and residents. The Board expressed a desire to temporarily loosen restrictions on signage and consider ways to assist restaurants with liquor licenses. The Board will take formal action on items at the June 10 Board Meeting.

K. OLD BUSINESS - None

L. NEW BUSINESS – None

M. EXECUTIVE SESSION -

1. Purchase or Sale of Real Property 5ILCS 120/2(c)(5)
2. Executive Session Minutes 5ILCS 120/2(c)(21)
3. Pending Litigation (5ILCS 120/2(c)(11)

Trustee Caprio motioned to enter Executive Session, second by Trustee Backal. Time 10:23pm.

Voice Vote:
Ayes: (6) Trustees Sweas, Burian, Holtz, Gray, Rodgers, and Pazmino
Nays: (0)
Abstained: (0)
Absent: (0)
The motion carried

The Village Board, Attorney Eric Hanson and Village Manager Karie Friling reconvened to the Regular board meeting at 10:52 pm. No action was taken.

N. ADJOURNMENT

Trustee Rodgers motioned to adjourn, second by Trustee Backal.

Voice Vote:
Ayes: (6) Trustees Sweas, Gray, Caprio, Backal, Rodgers, and Pazmino
Nays: (0)
Abstained: (0)
Absent: (0)
The motion carried.

The meeting was adjourned at 10:54 p.m.
Christina Neitzke-Troike, Village Clerk
Approved at the Board of Trustees Meeting dated
VILLAGE OF HOMER GLEN
SCHEDULE OF ACCOUNTS PAYABLE
FOR THE PERIOD JULY 24 TO AUGUST 13, 2020

General Fund (#10) - From "Paid Invoice Listing" Report $477,458.17
Special Event Fund (#12) - From "Paid Invoice Listing" Report $3,708.35
Environment Fund (#14) - From "Paid Invoice Listing" Report $0.00
Motor Fuel Tax Fund (#20) - From "Paid Invoice Listing" Report $10,460.30
Park and Recreation Fund (#50) - From "Paid Invoice Listing" Report $11,246.46
Debt Service Fund (#65) - From "Paid Invoice Listing" Report $0.00
Capital Project Fund (#70) - From "Paid Invoice Listing" Report $0.00
EAB Tree Replacement Fund (#71) - From "Paid Invoice Listing" Report $0.00
Capital Project Bond Fund (#72) - From "Paid Invoice Listing" Report $2,000.00
Agency Fund (Prof Fee Deposits) (#80) - From "Paid Invoice Listing" Report $0.00

Total - All Funds $504,873.28
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**VENDOR TOTAL:** 283.87

**VENDOR TOTAL:** 1,611.50

**VENDOR TOTAL:** 3,504.04

**VENDOR TOTAL:** 509.56

**VENDOR TOTAL:** 509.56

**VENDOR TOTAL:** 273.00

**VENDOR TOTAL:** 338,995.92

**VENDOR TOTAL:** 300.00

**VENDOR TOTAL:** 300.00

**TOTAL --- ALL INVOICES:** 504,873.28
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**Action Item Number:** H.2  
**Village Board Meeting Date:** August 12, 2020  
**Item Title:** Consider for Approval the Village of Homer Glen’s June Legal Bills from Mahoney, Silverman & Cross, LLC in the Amount of $6,327.50.

**Motion For Consideration:** Is there a motion to approve the June 2020 Mahoney, Silverman & Cross, LLC legal bills, in the amount of $6,327.50?

**Staff Contact:** AP/AR Clerk Gina Spino.

**Background Information:** The June Mahoney, Silverman & Cross, LLC (MSC) invoice is attached. The attached spreadsheet lists current major categories and corresponding fees for FY 2020-2021. The monthly expenditure totals for 2020-2021 are highlighted in purple along with the grand total. The monthly expenditure totals from 2019-2020 have been added for comparison and highlighted in green.

**Budget Implications:** The fiscal year 2020-2021 budgeted amount for legal expenditures is $67,500.00.
Village of Homer Glen  
Attn: Gina Spino (Via Email)  
14240 W. 151st Street  
Homer Glen, IL  60491

**INVOICE SUMMARY**  
*See attached detail*

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**Total Amount Due on this Invoice**                                      | $6,327.50  |
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<td>48.75</td>
</tr>
<tr>
<td>06/05/2020</td>
<td>EPH</td>
<td>Telephone conference with staff regarding conservation easement issues</td>
<td>0.25</td>
<td>$195</td>
<td>48.75</td>
</tr>
<tr>
<td>06/09/2020</td>
<td>MAS</td>
<td>Review Board Packet; telephone call to Karie Filing regarding same.</td>
<td>0.50</td>
<td>$195</td>
<td>97.50</td>
</tr>
<tr>
<td>06/09/2020</td>
<td>MAS</td>
<td>Office conference with Jean Kenol regarding status of Bell Road issue.</td>
<td>0.25</td>
<td>$195</td>
<td>48.75</td>
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<tr>
<td>06/10/2020</td>
<td>MAS</td>
<td>Office conference with Eric Hanson regarding item for executive session; review correspondence regarding same.</td>
<td>0.25</td>
<td>$195</td>
<td>48.75</td>
</tr>
<tr>
<td>06/11/2020</td>
<td>MAS</td>
<td>Correspondence from Karie Filing regarding communication regarding real estate issue; office conference with Eric Hanson and Jean Kenol regarding same</td>
<td>0.50</td>
<td>$195</td>
<td>97.50</td>
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<tr>
<td>06/15/2020</td>
<td>EPH</td>
<td>Research regarding easement agreement; review Will County GIS information related to property owner</td>
<td>0.50</td>
<td>$195</td>
<td>97.50</td>
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<td>06/17/2020</td>
<td>EPH</td>
<td>Telephone conferences with Village Manager and Mayor regarding pending matters</td>
<td>0.50</td>
<td>$195</td>
<td>97.50</td>
</tr>
<tr>
<td>06/18/2020</td>
<td>EPH</td>
<td>Telephone conference with Village Manager regarding pending matters</td>
<td>0.25</td>
<td>$195</td>
<td>48.75</td>
</tr>
<tr>
<td>06/23/2020</td>
<td>EPH</td>
<td>Telephone conference with staff regarding various pending matters</td>
<td>0.25</td>
<td>$195</td>
<td>48.75</td>
</tr>
<tr>
<td>06/24/2020</td>
<td>EPH</td>
<td>Review email correspondence from property owner regarding purchase of same</td>
<td>0.25</td>
<td>$195</td>
<td>48.75</td>
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<tr>
<td>06/26/2020</td>
<td>EPH</td>
<td>Correspondence with staff regarding easement issues</td>
<td>0.25</td>
<td>$195</td>
<td>48.75</td>
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**Fee Total**

| 6.00 /hrs | 1,170.00 |
### Matter: 002 - Meetings

#### Professional Services

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<th>Date</th>
<th>Firm</th>
<th>Description</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>06/10/2020</td>
<td>MAS</td>
<td>Representation at Village Board Meeting; travel to and from same.</td>
<td>4.75</td>
<td>$195</td>
<td>926.25</td>
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<tr>
<td>06/24/2020</td>
<td>EPH</td>
<td>Preparation and review agenda and packet; preparation and attend board meeting, workshop and executive session</td>
<td>4.50</td>
<td>$195</td>
<td>877.50</td>
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Fee Total: 9.25/hrs 1,803.75
Matter: 040 - Ordinances

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<th>Total</th>
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<tbody>
<tr>
<td>06/04/2020</td>
<td>EPH</td>
<td>Research and prepare draft ordinance regarding sale of to-go alcohol</td>
<td>2.00</td>
<td>$195</td>
<td>390.00</td>
</tr>
<tr>
<td>06/29/2020</td>
<td>EPH</td>
<td>Prepare draft resolution related to Bell Road sale; correspondence regarding</td>
<td>1.00</td>
<td>$195</td>
<td>195.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>same</td>
<td></td>
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<td><strong>Fee Total</strong></td>
<td><strong>3.00</strong>/hrs</td>
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Matter: 044 - Demolition of 15304 Bell Road

Professional Services

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<th>Rate</th>
<th>Total</th>
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<tbody>
<tr>
<td>06/02/2020</td>
<td>JAK</td>
<td>Telephone conference with Eric Hanson. Draft correspondence to Eric Hanson regarding status of purchase offers.</td>
<td>0.25</td>
<td>$195</td>
<td>48.75</td>
</tr>
<tr>
<td>06/09/2020</td>
<td>JAK</td>
<td>Telephone conference with Swanson regarding status of transaction in prep for board meeting.</td>
<td>0.25</td>
<td>$195</td>
<td>48.75</td>
</tr>
<tr>
<td>06/11/2020</td>
<td>JAK</td>
<td>Telephone conference with Marji regarding update board meeting</td>
<td>0.25</td>
<td>$195</td>
<td>48.75</td>
</tr>
<tr>
<td>06/16/2020</td>
<td>JAK</td>
<td>Draft correspondence to Bengston, Review correspondence from client. Draft correspondence to client regarding contract. Telephone conference with Eric Hanson</td>
<td>0.50</td>
<td>$195</td>
<td>97.50</td>
</tr>
<tr>
<td>06/17/2020</td>
<td>EPH</td>
<td>Conference with JAK regarding sale documents</td>
<td>0.25</td>
<td>$195</td>
<td>48.75</td>
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<tr>
<td>06/17/2020</td>
<td>EPH</td>
<td>Correspondence with attorney regarding property sale</td>
<td>0.25</td>
<td>$195</td>
<td>48.75</td>
</tr>
<tr>
<td>06/17/2020</td>
<td>EPH</td>
<td>Correspondence with attorney</td>
<td>0.25</td>
<td>$195</td>
<td>48.75</td>
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<tr>
<td>06/17/2020</td>
<td>JAK</td>
<td>Telephone conference with Eric Hanson, Review correspondence from client. Draft correspondence to client regarding first offer. Revised contract for Bengston.</td>
<td>1.00</td>
<td>$195</td>
<td>195.00</td>
</tr>
<tr>
<td>06/18/2020</td>
<td>EPH</td>
<td>Telephone conference with attorney; correspondence with Village Manager regarding same</td>
<td>0.50</td>
<td>$195</td>
<td>97.50</td>
</tr>
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<td>06/24/2020</td>
<td>JAK</td>
<td>Review correspondence from Bengston regarding contract. Draft correspondence to Bengston regarding same.</td>
<td>0.25</td>
<td>$195</td>
<td>48.75</td>
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Fee Total 3.75/hrs 731.25
Matter: 053 - Mitch Mrowca Litigation

### Professional Services

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<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/09/2020</td>
<td>HRL</td>
<td>Correspondence with attorney for Mrowca on submittal of variance, fine and Case Management Conference. Correspondence with Joe on same.</td>
<td>0.50</td>
<td>$195</td>
<td>97.50</td>
</tr>
<tr>
<td>06/10/2020</td>
<td>HRL</td>
<td>Review of correspondence from Joe Baber and documents related to the previous variance request. Correspondence with Vijay on submittal of Application for variance. Correspondence with attorney for Mrowca on same.</td>
<td>0.50</td>
<td>$195</td>
<td>97.50</td>
</tr>
<tr>
<td>06/10/2020</td>
<td>HRL</td>
<td>Correspondence with attorney for Mrowca on application fee and updated survey to reflect 10 foot setback.</td>
<td>0.25</td>
<td>$195</td>
<td>48.75</td>
</tr>
<tr>
<td>06/10/2020</td>
<td>HRL</td>
<td>Drafted Court Order to be entered for 6/15/20 appearance. Correspondence with attorney for Mrowca on same.</td>
<td>0.25</td>
<td>$195</td>
<td>48.75</td>
</tr>
<tr>
<td>06/10/2020</td>
<td>HRL</td>
<td>Filed Order for entry by Judge Anderson for 6/15/20 appearance. Correspondence with attorney for Mrowca on same.</td>
<td>0.25</td>
<td>$195</td>
<td>48.75</td>
</tr>
<tr>
<td>06/11/2020</td>
<td>HRL</td>
<td>Executed Affirmation of Non-Residential Mortgage Foreclosure for Lis Pendens to be filed. Coordinate filing of same.</td>
<td>0.25</td>
<td>$195</td>
<td>48.75</td>
</tr>
<tr>
<td>06/12/2020</td>
<td>HRL</td>
<td>Correspondence with attorney for Mrowca on Case Management Conference. Search of eFileIL on same.</td>
<td>0.25</td>
<td>$195</td>
<td>48.75</td>
</tr>
<tr>
<td>06/15/2020</td>
<td>HRL</td>
<td>Multiple correspondences with attorney for Mrowca on status and Agreed Order.</td>
<td>0.50</td>
<td>$195</td>
<td>97.50</td>
</tr>
<tr>
<td>06/20/2020</td>
<td>HRL</td>
<td>Correspondence with attorney for Mrowca on submittal of variance application and counter-offer on same. Correspondence with EPH on same.</td>
<td>0.25</td>
<td>$195</td>
<td>48.75</td>
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<tr>
<td>06/30/2020</td>
<td>HRL</td>
<td>Correspondence with Joe on Lis Pendens filed against property. Correspondence with counsel for Mrowca on status of variance application. Correspondence with EPH on counter-offer.</td>
<td>0.50</td>
<td>$195</td>
<td>97.50</td>
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<table>
<thead>
<tr>
<th></th>
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<th>3.50/hrs</th>
<th>682.50</th>
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### Disbursements Advanced

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<td>06/01/2020</td>
<td>Recording Fee</td>
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<tr>
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<td>Will County Recorder</td>
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<tr>
<td></td>
<td>Homer Glen/Mrowca-Lis Pendens Recordation.</td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td>Service</td>
<td>Description</td>
</tr>
<tr>
<td>------------</td>
<td>---------------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>06/11/2020</td>
<td>Recording</td>
<td>Will County Recorder, VOHG v. Mrowca-Lis Pendens (updated amount) - Recording Fee</td>
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</table>

Expense Total: -10.00

Matter Total: $672.50
Matter: 061 - Dog Bite Case

<table>
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<th>Date</th>
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<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/14/2020</td>
<td>EPH</td>
<td>Review notes; prepare bystanders report</td>
<td>1.00</td>
<td>$195</td>
<td>195.00</td>
</tr>
<tr>
<td>06/16/2020</td>
<td>JAM</td>
<td>Review of bystanders report, email to opposing counsel, and appearance before Judge Anderson</td>
<td>1.50</td>
<td>$195</td>
<td>292.50</td>
</tr>
<tr>
<td>06/24/2020</td>
<td>JAM</td>
<td>Review of emails and filing of order for briefing.</td>
<td>0.50</td>
<td>$195</td>
<td>97.50</td>
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Fee Total: 3.00 hrs, $585.00
Matter: 062 - Building Code Violations

<table>
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<tr>
<th>Date</th>
<th>Name</th>
<th>Description</th>
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<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/09/2020</td>
<td>HRL</td>
<td>Drafted Motion for Default Judgment against K. Clark for injunctive relief related to condition of the Subject Property.</td>
<td>0.50</td>
<td>$195</td>
<td>97.50</td>
</tr>
<tr>
<td>06/22/2020</td>
<td>HRL</td>
<td>Preparations for Initial Case Management and presentment of Motion for Default Judgment.</td>
<td>0.25</td>
<td>$195</td>
<td>48.75</td>
</tr>
<tr>
<td>06/22/2020</td>
<td>HRL</td>
<td>Appearance for Initial Case Management and presentment of Motion for Default Judgment.</td>
<td>0.75</td>
<td>$195</td>
<td>146.25</td>
</tr>
<tr>
<td>06/22/2020</td>
<td>HRL</td>
<td>Drafted Order to be entered following initial Case Management and Plaintiff’s Motion for Default.</td>
<td>0.25</td>
<td>$195</td>
<td>48.75</td>
</tr>
<tr>
<td>06/22/2020</td>
<td>HRL</td>
<td>Filing of Order to be entered following initial Case Management and Plaintiff’s Motion for Default.</td>
<td>0.25</td>
<td>$195</td>
<td>No Charge</td>
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<tr>
<td>06/25/2020</td>
<td>HRL</td>
<td>Drafted Status Letter on 6/22 appearance. Correspondence with Casey on same.</td>
<td>0.25</td>
<td>$195</td>
<td>48.75</td>
</tr>
<tr>
<td>06/25/2020</td>
<td>HRL</td>
<td>Drafted correspondence to K. Clark following appearance with Court Order and Remote Instructions for Participants in preparation for remote hearing on Default Judgment.</td>
<td>0.50</td>
<td>$195</td>
<td>97.50</td>
</tr>
<tr>
<td>06/29/2020</td>
<td>HRL</td>
<td>Correspondence with Casey on Prove-Up on Default Judgment.</td>
<td>0.25</td>
<td>$195</td>
<td>48.75</td>
</tr>
<tr>
<td>06/29/2020</td>
<td>HRL</td>
<td>Drafted correspondence to Clark on Default Judgment and cooperation.</td>
<td>0.25</td>
<td>$195</td>
<td>48.75</td>
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Fee Total: 3.25/hrs = $585.00
Matter: 064 - Executive Session Minutes

**Professional Services**

<table>
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<th>Name</th>
<th>Hours</th>
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<tbody>
<tr>
<td>06/24/2020</td>
<td>EPH</td>
<td>1.00</td>
<td>$195</td>
<td>195.00</td>
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**Fee Total**

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<tbody>
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<td>1.00/hr</td>
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**INVOICE TOTAL**

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<th>Name</th>
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<th>Rate</th>
<th>Total</th>
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<tbody>
<tr>
<td>EPH</td>
<td>15.25</td>
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<td>2,973.75</td>
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<tr>
<td>Hannah R. Lamore</td>
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<td>$0</td>
<td>0.00</td>
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<td>Hannah R. Lamore</td>
<td>6.50</td>
<td>$195</td>
<td>1,267.50</td>
</tr>
<tr>
<td>Jean A. Kenol</td>
<td>2.50</td>
<td>$195</td>
<td>487.50</td>
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<tr>
<td>James A. Murphy</td>
<td>2.00</td>
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<td>390.00</td>
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<td>Marji A. Swanson</td>
<td>6.25</td>
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**Total Professional Services**

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**TOTAL CURRENT CHARGES**

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<tr>
<td>$6,327.50</td>
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</table>
AGENDA SUPPLEMENT SHEET

Agenda Item Number: H.3

Village Board Meeting Date: August 12, 2020

Item Title: Consider for Approval TRIA Architecture’s Invoices No. 3402 and 3403 for Heritage Park Design Services, in the amount of $76,055.16.

Motion for Consideration: Is there a motion to approve of TRIA Architecture’s Invoices No. 3402 and 3403 for Heritage Park Design Services, in the amount of $76,055.16?

Staff Contact: Assistant to the Village Manager Matt Walsh

Background Information: The Village has received TRIA invoices No. 3402 and 3403 for Heritage Park design services. Invoice 3403 is the final invoice for design services for the Active Core Swings project. Invoice 3402 is for design services for the cul-de-sac, village green, amphitheater, activity area and Veterans’ Memorial. The design process for these amenities is 75% complete.

Budget Implications: The schematic design costs in the amount of $76,055.16 will be paid out of the Village’s Parks Fund Account #50.14.85.660 – Park Improvements.
For Professional Services through June 30, 2020

<table>
<thead>
<tr>
<th>Description</th>
<th>Contract Amount</th>
<th>% Phase Completed</th>
<th>Previously Billed Amount</th>
<th>Value of Current Completed</th>
<th>Amount Remaining</th>
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<tbody>
<tr>
<td>Schematic Design</td>
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<td>100.00</td>
<td>63,092.74</td>
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<td>Design Development</td>
<td>84,123.65</td>
<td>100.00</td>
<td>84,123.65</td>
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<td>Construction Documents</td>
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<td>60.00</td>
<td>75,711.28</td>
<td>75,711.28</td>
<td>100,948.38</td>
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<td>Bidding &amp; Negotiations</td>
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<td><strong>Total</strong></td>
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<td><strong>222,927.67</strong></td>
<td><strong>75,711.28</strong></td>
<td><strong>121,979.29</strong></td>
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Invoice total 75,711.28

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
Matt Walsh
14240 W. 151st Street
Homer Glen, IL 60491

Invoice number 3403
Date 07/23/2020

Project 20-008 VHG - Heritage Park-Active Core (Swings) Area

For Professional Services through June 30, 2020

<table>
<thead>
<tr>
<th>Description</th>
<th>Contract Amount</th>
<th>% Phase Completed</th>
<th>Previously Billed Amount</th>
<th>Value of Current Completed</th>
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<td>100.00</td>
<td>5,970.00</td>
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<tr>
<td>Construction Documents</td>
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<td>100.00</td>
<td>17,910.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Bidding &amp; Negotiations</td>
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<td>100.00</td>
<td>1,492.50</td>
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<td><strong>100.00</strong></td>
<td><strong>29,850.00</strong></td>
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**Professional Fees**

Michael B. Kren

Contract Review
Titleblock for Construction Set

<table>
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<th>Hours</th>
<th>Billed Amount</th>
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<td>1.75</td>
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**Reimbursables**

Gill Reprographics, Inc. - Chicago
GRI Printing

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<th>Rate</th>
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<tbody>
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<td>1.00</td>
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</table>

Invoice total **343.88**

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.
**Invoice**

**BILL TO**
TRIA Architecture  
901 McClintock Drive, Suite 100  
Illinois  
Burr Ridge, IL  60527

**SHIP TO**
TRIA Architecture  
TRIA Architecture  
901 McClintock Drive, Suite 100  
Illinois  
Burr Ridge, IL  60527

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<th>DATE</th>
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<th>DUE DATE</th>
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<td>06/25/2020</td>
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<td>07/25/2020</td>
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**P.O. NUMBER**
20008

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4 sets 14 sheets 24 by 36 binded  
1 set 14 sheets 12 by 18 binded-laminated  
1 delivery to owner  
1 delivery to contractor  
Job:20008- Homer Glen- Heritage Park- Active Core Swings Project  
approved by Mike

**BALANCE DUE**
$105.80  
10% Mark-up  $10.58  
$116.38
AGENDA SUPPLEMENT SHEET

Agenda Item Number: H.4

Village Board Meeting Date: August 12, 2020

Item Title: Consider for Approval Pay Estimate No. 1 from Clauss Brothers, Inc. for the Active Core Swing Project at Heritage Park, in the amount of $25,003.12.

Motion for Consideration: Is there a motion to approve Pay Estimate No. 1 from Clauss Brothers, Inc. for the Active Core Swings Project at Heritage Park, in the amount of $25,003.12?

Staff Contact: Chief Building Official Joe Baber, Assistant to the Village Manager Matt Walsh

Background Information: The Village has received Pay Estimate No. 1, from the contractor, Clauss Brothers, Inc., in the amount of $25,003.12. Work performed under Pay Estimate No. 1, per the attached document, prepared by the contractor, primarily includes: mobilization, site work and plant transplant.

Budget Implications: The construction costs, included in Pay Estimate No.1 for the Heritage Park Active Core Project, in the amount of $25,003.12 will be paid out of the Village’s Parks Fund Acct #50.14.85.660.
TO: VILLAGE OF HOMER GLEN  
1240 W 151st STREET  
HOMER GLEN, IL 60491  

HERITAGE PARK - ACTIVE CORE SWINGS  

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<tr>
<th>Description</th>
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<td><strong>CURRENT PAYMENT DUE:</strong></td>
<td><strong>$25,003.12</strong></td>
</tr>
<tr>
<td>Balance to Finish (Including Retention)</td>
<td>$126,957.63</td>
</tr>
</tbody>
</table>
APPLICATION AND CERTIFICATE FOR PAYMENT

TO: VILLAGE OF HOMER GLEN
14240 W 151st STREET
HOMER GLEN, IL 60491

FROM: CLAUSS BROTHERS, INC.
12NS30 SWITZER ROAD
ELGIN, IL 60124

HERITAGE PARK-ACTIVE CORE SWINGS
APPLICATION NO: 1

CBI JOB #: 2006

PERIOD THROUGH: 7/30/2020

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment as shown below, in connection with the contract, continuation sheet is attached.

<table>
<thead>
<tr>
<th>Original Contract Amount</th>
<th>$151,960.75</th>
</tr>
</thead>
<tbody>
<tr>
<td>Change Orders</td>
<td>$0.00</td>
</tr>
<tr>
<td>Contract Sum to Date</td>
<td>$151,960.75</td>
</tr>
<tr>
<td>Total Completed &amp; Stored to Date:</td>
<td>$27,781.25</td>
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<td>Retention:</td>
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<td>Less Previous Payment</td>
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<tr>
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<td><strong>$25,003.12</strong></td>
</tr>
<tr>
<td>Balance to Finish (Inc Retention)</td>
<td>$126,957.63</td>
</tr>
</tbody>
</table>

The undersigned contractor certifies that to the best of the contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the contractor for Work for which previous Certificates for payment were issued and payments received from the Village of Homer Glen, and that the current payment shown herein is now due.

CLAUSS BROTHERS, INC.

By: Peter A. Stevenson, President
30-Jul-20

State of Illinois
County of Cook

Subscribed and Sworn to before me this 30-Jul-20

Notary Public

ARCHITECT'S CERTIFICATE FOR PAYMENT:

In accordance with the contract documents, based on on-site observations and the data comprising the above application, the Architect certifies that to the best of the Architect's knowledge, information and belief the work has progressed as indicated, the quality of the work is in accordance with the contract documents, and Clauss Brothers, Inc. is entitled to payment of the amount certified.

Amount Certified: $________

Arch: Tria Architecture, Inc.

By: ____________________________ Date: ____________________________

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to Clauss Brothers, Inc. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.
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<th>Item no</th>
<th>DESCRIPTION OF WORK</th>
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<td><strong>TOTAL</strong></td>
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<td>$27,781.25</td>
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<td>18%</td>
<td>$124,179.50</td>
<td>$2,778.13</td>
<td></td>
</tr>
</tbody>
</table>
WAIVER OF LIEN

WHEREAS CLAUS BROTHERS, INC. Has been employed by VILLAGE OF HOMER GLEN to furnish Landscaping work for the premises known as HERITAGE PARK - ACTIVE CORE SWINGS of which VILLAGE OF HOMER GLEN is the owner.

CLAUS BROTHERS INC., for and in consideration of TWENTY FIVE THOUSAND THREE AND 12/100 ($25,003.12) and other goods and valuable considerations, the receipt whereof is hereby acknowledged, does hereby waive and release any and all lien or claim of, or right to, lien, under the statues of the State of Illinois, relating to mechanic's liens, with respect to and on said above described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the monies, funds or other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus or machinery furnished to this date by Claus Brothers, Inc. for HERITAGE PARK - ACTIVE CORE SWINGS premises.

Given under my hand and seal this 30TH day of JULY, 2020

[Signature]

Peter A. Stevenson, President

STATE OF ILLINOIS
COUNTY OF COOK

CONTRACTORS AFFIDAVIT

The undersigned being duly sworn, deposes and says that he is Peter A. Stevenson, President of CLAUS BROTHERS, INC. who is contractor for the landscaping renovations on the premises located at HERITAGE PARK - ACTIVE CORE SWINGS of which VILLAGE OF HOMER GLEN is the owner.

That the total amount of the contract including extras is $151,960.75 on which he has received payment of $0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

<table>
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<tr>
<th>SUBCONTRACTOR</th>
<th>SERVICE</th>
<th>CONTRACT AMOUNT</th>
<th>PREVIOUSLY PAID</th>
<th>THIS PAYMENT</th>
<th>BALANCE TO COMPLETE</th>
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That there are no other contracts for said work outstanding and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other that above stated.

[Signature]

Peter A. Stevenson, President

Subscribed and Sworn before me this 30TH day of JULY, 2020

[Signature]

Catherine Cress

Notary

OFFICIAL SEAL
CATHARINE J. CRESS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 03/23/21
Seal
AGENDA SUPPLEMENT SHEET

Agenda Item Number: I.1

Village Board Meeting Date: August 12, 2020

Plan Commission Meeting Date: July 16, 2020

Item Title: Consideration of Ordinance 20-032, an Ordinance granting: (1) a Variance to permit an accessory structure in the required front yard of the subject property where accessory structures are not a permitted obstruction and (2) a Variance to reduce the required front yard setback for an accessory structure located within the required front yard of a residential property from forty (40) feet to ten (10) feet, for certain real property located in the R-3 Single Family Residential Zoning District at 14623 W. 143rd Street, Homer Glen, Illinois [Case No. HG-1726-V, Mrowca].

Motion for Consideration: Is there a Motion to Approve Ordinance No. 20-032, an Ordinance Granting: (1) a Variance to permit an accessory structure in the required front yard of the subject property where accessory structures are not a permitted obstruction [Section 220-807 of Chapter 220 of the Code of the Village of Homer Glen], and (2) a Variance to reduce the required front yard setback for an accessory structure located within the required front yard of a residential property from forty (40) feet to ten (10) feet [Attachment 1, Table 1B of Chapter 220 of the Code of the Village of Homer Glen], for certain real property located in the R-3 Single Family Residential Zoning District at 14623 W. 143rd Street, Homer Glen, Illinois [Case No. HG-1726-V, Mrowca], subject to the following conditions?

a) Following the removal of the noncompliant portion of the addition, the building must be repaired/restored to match the original garage in color and material.

b) Following the removal of the noncompliant portion of the addition, the ground shall be repaired/restored and seeded/sodded to match original conditions.
Plan Commission Recommendation: Following the public hearing held on July 16, 2020 the Plan Commission voted 4-0 to adopt staff’s recommended findings as the findings of the Plan Commission, and to recommend to the Village Board approval of: (1) a Variance to permit an accessory structure in the required front yard of the subject property where accessory structures are not a permitted obstruction [Section 220-807 of Chapter 220 of the Code of the Village of Homer Glen], and (2) a Variance to reduce the required front yard setback for an accessory structure located within the required front yard of a residential property from forty (40) feet to ten (10) feet [Attachment 1, Table 1B of Chapter 220 of the Code of the Village of Homer Glen], for certain real property located in the R-3 Single Family Residential Zoning District at 14623 W. 143rd Street, Homer Glen, Illinois [Case No. HG-1726-V, Mrowca], subject to the following conditions:

a) Following the removal of the noncompliant portion of the addition, the building must be repaired/restored to match the original garage in color and material.
b) Following the removal of the noncompliant portion of the addition, the ground shall be repaired/restored and seeded/sodded to match original conditions.

Staff Contact: Senior Planner, Melissa King

Background Information
The property is approximately 2.67 acres, is a flag lot and has a four hundred (400) foot long driveway from 143rd Street. The property is zoned R-3 Single Family Residential. A detached garage and single-family home are located on the property and were both originally built in 1998, although the detached garage has been rebuilt in portions and an addition was added in 2017. The applicant carries on a home business where he sells Pigeon Feed.

Project History: In early 2017, an addition to the detached garage was constructed without a building permit. Village staff received a complaint from a neighboring property owner, prompting a site visit. In June, Village staff issued a letter detailing multiple Code violations and requesting the property be made compliant. The letter also requests that a building permit be obtained for the addition to the detached garage. No response was received. A second ticket was issued and an adjudication hearing date was set for August 16, 2017. The property owner, Mitch Mrowca, appeared at the adjudication hearing and stated that a Plat of Survey was being completed, and that a building permit application would be submitted following the Survey’s completion. The case is continued until the next hearing on September 20, 2017 where Mr. Mrowca presented the completed Plat of Survey showing that the detached garage, following the construction of the addition, now sits three (3) feet from the north property line. Mr. Mrowca is advised that the structure is non-compliant and will need to be removed. Mr. Mrowca then requests an exception be made as the removal of the structure would present a substantial financial loss. He is then advised of the variance process. The case is continued until the next hearing on October 18, 2017. A formal zoning variance application was submitted to Village staff.

Following the conclusion of the public hearing held November 16, 2017, the Plan Commission tabled zoning case HG-1726-V in order to provide Village staff more time to gather pertinent information regarding the structure and its use. The Commissioners also requested that further information be provided about how far the addition was to be located from the north property line, the condition of the interior of the structure and the scope of the business operations occurring within the structure.

At the December 7, 2017 Plan Commission meeting, members concurred that the applicant had not proven any hardship other than one he had created himself and that he had also created a hardship and a nuisance to his neighbors for being so close to the property line. The Variance to
increase the number of home occupations permitted on a single zoning lot from one (1) to two (2) was removed from the motion. Village staff verified during a site inspection that only the owner was living on the property and just operating a single home business. Members voted (6-0) to deny the Variance requests.

The item was heard at the January 10, 2018 Board of Trustees meeting. There was general consensus among the Trustees that the Variance was self-created/self-inflicted. The Trustees voted (5-0) to deny the Variance requests.

In 2019, the Village of Homer Glen filed a Complaint for Injunctive Relief (Village of Homer Glen v. Mieczyslaw Mrowca, et. al., Will County Circuit Court Case No. 19 Ch 1780), which remains pending. The parties have discussed a possible settlement of the case and agreed to continue said matter until July 27, 2020, pending processing of this application for a Variance.

The Public Hearing for this case was held on July 16, 2020. An excerpt from the minutes of this meeting have been included as Attachment 6. At the public hearing, one (1) neighbor of the applicant spoke in regards to the project. The neighbor, Wayne Felgenhauer, spoke up to state that he lives next door and has a concern with the pigeon waste on his property which has in turn caused a fungus on his bushes. He is aware too, that pigeon waste can cause harm to humans, per his reading from the Illinois Environmental Agency literature. The Homer Glen Building Department is aware of the complaint of the pigeon waste. He further commented that the applicant made his driveway wider without a permit or calling J.U.L.I.E. and that there is a gas line in that proximity. Staff verified that a site development permit was issued for the work that the applicant completed near his driveway.

At the Public Hearing, three (3) letters were submitted to the Plan Commission for review, see Attachment 5. Wayne Felgenhauer and Thomas Ciechanowski submitted letters requesting that the Variance not be granted. The letters also listed various code compliance issues (these compliance issues are recurring and have been repeatedly handled by the Building Department). Thomas Ciechanowski, submitted his original letter from 2017 and a current letter reiterating his original comments.

Conformance with the Zoning Code
Please note the letter submitted by the attorney, Attachment 4, on behalf of the property owner indicates a request to interpret the north property line as a side property line. Per the Village code, policy and a longstanding precedent on how flag lot lines have been interpreted, this will still remain a front property line for purposes of this review. For purposes of the Variance request, it is staff’s recommendation that the reduction in required setback will still be from the required forty (40) feet. This current application proposes to reduce the addition by seven (7) feet bringing to setback along the north property line to ten (10) feet, see Attachment 3.

Conformance with other Codes
Exterior Construction Standards (Chapter 75, Article II):
The Exterior Construction Standards do not apply to this project because the original structure predated the Village’s incorporation and is therefore exempt from such standards.
Lighting (Chapter 75, Article II):
The Lighting regulations do not apply to this project. The applicant is not proposing any new outdoor lighting.

Conservation Design (Chapter 107, Article IV):
The Conservation Design regulations do not apply to this project because it is not an approved subdivision.

Tree Preservation (Chapter 107, Article III):
The Tree Preservation regulations do not apply to this request as the applicant is not proposing any changes to landscaping.

Subdivision (Chapter 138, Article I):
The Subdivision regulations do not apply to this request as the applicant is not requesting the approval of a plat.

Park Donation (Chapter 138, Article II):
The Park Donation regulations do not apply to this request because the subject property is not a residential subdivision or development or a Planned Unit Development.

Water Resource Management (Chapter 210, Article I):
The Water Resource Management regulations do not apply to this project because no new development is proposed at this time.

Conformance with Adopted Plans

Comprehensive Land Use Plan:
The Comprehensive Plan designates the subject property as Single-Family – Estate.

Transportation Plan:
The applicant is not proposing any changes to the ingress and egress from W. 143rd Street.

Budget Implications: None.

Attachments
1. Aerial Map of Subject Property
2. Plat of Survey (As-built of Addition)
3. Plat of Survey (Proposed reduction to ten (10) feet)
4. Letter from Applicants’ Attorney
5. Letters from neighbors presented at Plan Commission
6. Excerpt from the July 16, 2020 Plan Commission Meeting Minutes
7. Images of the Addition

Link to Staff Report from July 16, 2020 Plan Commission:

Link to previous staff reports and minutes:
Attachment 1 – Aerial Map of Subject Property
Attachment 2 – Plat of Survey
(As-built of Addition)
Conditions of removal of the seven (7) foot portion of the addition:

a) Following the removal of the noncompliant portion of the addition, the building must be repaired/restored to match the original garage in color and material.

b) Following the removal of the noncompliant portion of the addition, the ground shall be repaired/restored and seeded/sodded to match original conditions.
Attachment 4 – Letter from Applicant’s Attorney

Alicja G. Plonka
ATTORNEY AT LAW
4111 West 47th Street
CHICAGO, IL 60632
TELEPHONE: (773) 376-1301
FACSIMILE: (773) 376-1309

June 25, 2020

Village of Homer Glen
14240 W. 151st Street
Homer Glen, Illinois 60491

Attn: Melissa King, Senior Planner
Department of Planning and Zoning

RE: Mieczyslaw (Mitch) Mrowca
14623 W. 143rd Street, Homer Glen, IL
Zoning Variance Application

Variance Sought: To Apply Side Yard Set Back of 10 Feet to the North Property Line to Permit Accessory Structure.

Dear Ms. King:

Please be advised that this office represents Mitch Mrowca, homeowner at 14623 W. 143rd Street in Homer Glen with respect to Mr. Mrowca’s Application for Zoning Variance relating to construction of a garage addition on his property. A summarized history of this matter follows:

This property consists of 3+ acres on a flag shaped lot, with a 400 foot driveway from 143rd Street leading to the main body of the parcel. A free-standing garage (pre-existing) stands in the North section of the parcel, with the house itself situated more or less in the middle. All structures face East, rather than North toward 143rd Street, and are set back more than 80 feet from the East lot line. The property is zoned R-3.

Mrowca carries on a home business in which he sells pigeon feed, for which he is licensed with the Village of Homer Glen. In 2017, the property owner constructed an addition onto the North side of the existing garage, of the same type of material, to store the feed in an enclosed space. He applied for a permit retroactively after being informed to do so, but was denied because the addition was located about three feet from the North lot line. Mrowca was then instructed to apply for a variance. The variance was denied on January 10, 2018 for the reason that the structure was located in violation of a 40 foot front yard set back requirement. In 2019, the Village of Homer Glen filed a Complaint for Injunctive Relief (Village of Homer
Glen v Mieczyslaw Mrowca, et.al., Will County Circuit Court Case No. 19 Ch 1780), which remains pending. The parties have discussed possible settlement of the case and agreed to continue said matter until July 27, 2020, pending processing of this Application for Variance.

Based on the configuration of the lot, it makes much more sense to view the North as a side yard, not a front yard. Accessory structures are permitted in side yards by Section 220-807 of the Homer Glen Zoning Code. The Code provides for side yard set backs of 25 total, and not less than 10 feet on any side. The homeowner proposes to reduce the size of the addition by seven feet, thereby achieving the 10 foot set back requirement. If the North lot line is construed as a Side Yard, not a Front Yard, the property owner will be compliant with the zoning code, having established the 10 foot set back by reducing the addition, as proposed.

On behalf of the property owner, we submit the follow additional information to be considered in evaluating this Application:

1. The North line of this parcel cannot properly be characterized as a “front yard”. The subject property consists of a rhomboid-shaped lot accessed by a 400 foot driveway (“flag-shaped”), set back 400 feet from 143rd Street. Two properties intervene between 143rd Street and the Mrowca property. The driveway first accesses a garage, to which the addition was constructed, and then the home. The residence faces East, and is set back approximately 80 feet from the East lot line. The garage is located within the northern section of the property, and was originally constructed within the “front yard” prior to Village incorporation. Therefore, an accessory structure always existed within the “front yard.” Further, the neighbor’s garage to the North likewise lies within the 40 feet rear yard set back required for R-3 zoning. In fact, the neighbor’s garage is set back less than 10 feet from the lot line.

2. The northern side of the garage, closest to the northern lot line, is the best and only location for the addition:
   a. Gas, utility lines and drainage lines run in the ground to the South of the garage toward the home, thereby precluding construction on the southern side.
   b. Should it have been possible to build the addition on the southern side despite the presence of utility lines, southern exposure would destroy the intended purpose of keeping the contents stored cool in the shade.
   c. One detached garage/accessory building is permitted under Code Section 220-808. Although a shed is also permitted, the typical garden shed, usually constructed for housing a lawn mower and similar use, would be inadequate for Mrowca’s purpose.

3. The addition was needed to store materials used in Mrowca’s occupation, WM Imports, Inc., a duly registered Illinois corporation, licensed by the Village of Homer Glen, as well the State of Illinois and registered with the US FDA. The addition is needed to store bird feed in an enclosed, ventilated space, protected from rodents or contamination. Outdoor storage is not an option, nor is it permitted by Village Code. Dismantling the addition would result not only in a large economic loss to Mrowca, but deprive him of continuing a business
that is duly licensed, on which he depends to supplement his income.

4. Upon granting the Variance, the homeowner will be able to obtain the requisite building permit, including reducing the size of the addition by moving back the North wall of the structure seven (7) feet. This will produce the requisite 10 foot side yard set back, in compliance with Village Code.

Please review the attached Application and supporting documents. A check in the amount of $1075.00 to cover fees is enclosed. Kindly contact me should there be any questions or concerns.

Respectfully Submitted,

[Signature]

ALICIA G. PLONKA

cc: client
Zoning Hearing Case No. HG 1726V, July 16, 2020

1. On November 16, 2017, Mitch applied for variances for the same two issues. He applied for the variances because he built the attached shed to his detached garage WITHOUT a permit. He did not talk to me nor my neighbors, who a join his property. When he built the attachment, he told me that he had a permit. However, when talking to one of my contract neighbors, my neighbor informed me that the attachment should be 40 feet away from the property line, according to the building code.
   a. The extension is two feet away from the property line,
   b. The extension metal roof slants toward my property,
   c. Bird feces drops from cages over the roof extension. Rain is supposed to wash the feces from the extension roof to a gutter, then to a down spout which is NEXT to my property line,
   d. This has caused some fungus on our bushes. Also, in reading information from the Illinois Environmental Agency, pigeon waste can cause danger to humans. Furthermore, he is storing the waste along the fence, WHICH IS THREE FEET FROM THE PROPERTY LINE!

2. NUMEROUS times I have talked to Mitch about his various annoyances.
   o Many times, his ducks, chickens, geese, guinea hens, dogs and cats would travel on all neighboring properties. At times for us this caused damage to my and my neighbor’s gardens, made it difficult to walk our dog without her wanting to chase his chickens back on to his property.
   o After he had a fire in the detached garage near our house, he illegally reattached the electrical connection without permission from electric company. Comed later came out and disconnected it again.
   o At times he has been burning items that are not approved like treated woods, trash, plastics. We close our house windows because the smoke makes us cough and eyes burn.
   o He decided to widen his driveway, without a permit, to be able to accommodate semi-tractor trailer.
   o He did not get Julie to flag the area NEXT TO HIS DRIVEWAY WHERE OUR MAIN GAS LINE LAYS. The person who dug a ditch, next to his driveway, DUG RIGHT OVER THE GAS LINE! Thank goodness there was not an explosion.
   o My neighbor, North of me, has a natural stream running through his property, crossing under Mitch’s driveway. The ditch digger also damaged our neighbors’ culvert. Now then it rains, it floods the neighbor’s yard.

He has no regard for any neighbor’s property or safety. As we said for many years, we tried to talk, have had no cooperation. We have for many years been filing complaints. He just continues to do as he pleases. We do not think giving him this variance is proper since he doesn’t comply with any of the rules.

Wayne Feigenhauer  
14641 West 143rd Street  
Homer Glen, Illinois 60491

Shawn Feigenhauer  
14641 West 143rd Street  
Homer Glen, Illinois 60491
July 16, 2020
RE: Case No. HG-1726-V
14623 W. 143rd Street
Homer Glen, IL 60491

To:

Brian Kozor, Chairman of the Village of Homer Glen Plan Commission

From:

Thomas R Ciechanowski
14341 South Hillcrest Road
Homer Glen IL, 60491

Dear Mr. Kozor,

Here are my written comments and questions about the case number listed above. Please add my comments to the record of the Plan Commission meeting on July 16, 2020.

I would like to reiterate all previous comments, submitted to the November 16, 2017 Plan Commission meeting (copy attached)

I fail to understand how, after this case was resolved by this commission and by the full village council, why are we revisiting the same issues? Please explain.

A recent project was just completed to widen and heighten his driveway and add drainage tiles along the sides. Has a permit with engineering been issued and available for review? My observation is it is blocking the natural drainage away from my property and that of the neighbors to the north of Mr. Mrowca’s property.

It has come to my attention that Mr. Mrowca is trying to sell the property at 14623 W. 143rd Street, if somebody buys this property, are they responsible for making the non-compliant structures and all the non-compliant items that the present owner has built without permit, compliant?

I DO NOT want you to approve this variance

Thank you for your consideration on this matter.

Sincerely,

Thomas Ciechanowski
November 16, 2017
RE: Case No. HG-1726-V
To:

The Chairman of the Village of Homer Glen Plan Commission
From:

Thomas Ciechanowski
14341 South Hillcrest Road
Homer Glen IL, 60491

Dear Sir,
I am writing this letter to be heard as a resident who has to look at these structures every day from my kitchen table. I expect my comments to be made part of the record of your hearing. My comments are as follows:

1. Your Legend on the plat of survey provided is incorrect, the “original detached garage” was not as shown, this garage had an addition with a lean-to roof on the north side of the structure in 2005, This maybe the “original permit” along with the fence that was constructed at the same time.
2. The 2 story Garage was constructed at a later date from the addition of the original garage and fence.
3. When I E-mailed the building department asking if an accessory structure could exceed 20’ in height for an R-2 zoning, I received no response. If you have access to archived E-mail please search for ______________________
4. My main complaint and another that was dismissed by the building department is the fact that his animals, chickens, guinea fowl, peacocks and dogs have really done damage to my garden and yard, I was told that there is no ordinance pertaining to chickens in your yard, so I asked if you could enforce ordinance 220-839 A, which states that all animals be keep at least 50’ from the property line. I never received a response; they are living on the property line. The Pigeons that he raises on the 2nd floor defecate on to a metal roof that runs into a gutter that drains onto my property.
5. I’m confused as to your letter stating that accessory structures are not a permitted obstruction and yet they are asking that the required setback be 3’ instead of 40’?
6. According to the survey you provided me (as best I can read the small print) he is only 2.68’ of the property line which means that if you grant him a variance to be only 3’ as stated in your letter he still would not be in compliance?

Thank You for your consideration on this matter.

Sincerely,
Thomas Ciechanowski
HG-1726-V, 14623 W 143rd Street (Public Hearing): Consideration of (1) a variance to permit an accessory structure in the required front yard of the subject property where accessory structures are not a permitted obstruction; and (2) a variance to reduce the required front yard setback for an accessory structure located within the required front yard of a residential property from forty (40) feet to ten (10) feet at 14623 W. 143rd Street, Homer Glen, Illinois.

Senior Planner King presented the case and its history. The property is approximately 2.67 acres in size, it is a flag lot and has a four hundred (400) foot long drive way off 143rd Street. This property is zoned R-3 Single Family Residential. A detached garage and single-family home are situated on the property, and were both built in 1998. The detached garage has been rebuilt in portions and an addition was added in 2017. The applicant carries on a home business where he sells Pigeon Feed.

For some historical background, in early 2017, an addition to the detached garage was constructed without a building permit. Village staff received a complaint from a neighboring property owner, prompting a site visit. In June, Village staff issued a letter detailing the multiple Code violations, and requesting the property be made compliant. The letter also requested that a building permit be obtained for the addition on the detached garage. The Village didn’t receive any response, so a second ticket was issued and an adjudication hearing date was sent for August 16, 2017. The property owner, Mitch Mrowca, appeared at the adjudication hearing and stated a Plat of Survey was being completed and that a building permit application would be submitted following the completion of the survey.

The case continued until the following hearing date on September 20, 2017, where Mr. Mrowca presented the completed Plat of Survey showing that the detached garage, following the construction of the addition, now sits three (3) feet from the north property line. Mr. Mrowca then requested an exception be made as the removal of the structure would present a substantial financial loss. He was then advised of the variance process. The case was continued until the next hearing on October 18, 2017. A formal zoning variance application was submitted to Village staff.

Following the conclusion of the public hearing held on November 16, 2017, the Plan Commission tabled zoning case HG-1726-V, in order to provide Village staff more time to gather pertinent information regarding the structure and its use.

At the December 7, 2017 Plan Commission meeting, members concurred that the applicant had not proven any hardship other than one he had created himself and that he had also created a hardship and a nuisance to his neighbors for being so close to the property line. The Variance to increase the number of home occupations permitted on a single zoning lot from one (1) to two (2) was removed from the motion. Village staff verified a site inspection, that only the owner was living on the property and just operating a single-home business. Members voted (6-0) to deny the Variance requests.

This item was heard at the January 10, 2018 Village Board meeting where there was a general consensus among the Trustees, that the Variance was self-created and they voted (5-0) to deny the Variance request.

In 2019, the Village of Homer Glen filed a Complaint for Injunctive Relief (Village of Homer Glen v Mieczylaw Mrowca, et. al., Will County Circuit Court Case No. 19 Ch 1780), which remains pending. The parties have discussed a possible settlement of the case and agreed to continue said matter until July 27, 2020, pending the processing of this application for a Variance.

Senior Planner King also read a letter from the Village Manager to the Commissioners, that stated the Village has discussed various options for the compliance and one option includes pursuing court compliance but the Village would have limited control of what that outcome might be, not sure if the court would make them take the entire structure down. Staff and the Village feel comfortable with taking down a portion of the addition to the detached garage to put the structure in compliance with the setbacks.

Melissa King concluded her presentation.
A motion to open the Public Hearing was made by Member Hand, seconded by Member Foley. All in favor, zero (0) opposed. The motion carried and the public hearing was opened.

Speaking for the applicant, (Mitch Mrowca), was his attorney, Alicja Plonka. She stated she was looking for a solution to the setback situation, offering to remove a portion of the addition to just the right of the overhead door. She indicated as well if they would have put the structure on the other side of the property, it would have interfered with the septic field. Also noteworthy, this property is currently listed for sale.

The Plan Commission inquired why these items were not being stored in the garage. Ms. Plonka replied that the owner wanted a secure, proper space for the inventory and wanted to use the garage for its intended use as a garage.

The Plan Commission heard comments from one resident on this case. Wayne Felgenhauer, Homer Glen resident, spoke up to state that he lives next door and has a concern with the pigeon waste on his property which has in turn caused a fungus on his bushes. He is aware too, that pigeon waste can cause harm to humans, per his reading from the Illinois Environmental Agency literature. He further commented on the applicant made his driveway wider without a permit or calling J.U.L.I.E. an there is a gas line in that proximity.

No one else spoke for public comment. A motion was made to close the public hearing by Member Stanly, seconded by member Foley. All in favor, zero (0) opposed. The motion carried and the public hearing was closed.

Plan Commission held a discussion. Staff indicated they could not speak to the driveway concern without looking into it.

Attorney Plonka did confirm that there was a permit for the driveway and engineering did get involved regarding drainage as well.

A gentleman (Andy Waclaw) spoke up to say something. Chairman Kozor reminded him that the Public Hearing was closed and offered to address a question. Mr. Waclaw continued and stated that he assisted the applicant in securing the permit for the driveway, and J.U.L.I.E. was contacted and involved. Chairman Kozor asked for a permit number, and Mr. Waclaw replied the applicant has it.

Plan Commission held a discussion, confirmed after removing seven (7) feet of addition to the detached garage, making the structure compliant, the dimensions of this entire structure forty (40) by thirteen (13) feet. Also, it was clear that any potential new owner would not be permitted to have chickens or pigeons.

Chairman Kozor asked for a motion. Member Hand made a motion to adopt the staff’s findings as the findings of the Plan Commission and to recommend for approval with conditions of:

1) A variance to permit an accessory structure in the required front yard of the subject property where accessory structures are not a permitted obstruction [Section 220-807 of Chapter 220 (Zoning) of the Code of the Village of Homer Glen], and

2) A variance to reduce the required front yard setback for an accessory structure located within the required front yard of a residential property from forty (40) feet to ten (10) feet [Attachment 1, Table 1B (Site and Structure Bulk Requirements for Residential Districts) of Chapter 220 (Zoning) of the Code of the Village of Homer Glen], for certain real property located in the R-3 Single Family Residential Zoning District at 14623 W. 143rd Street, Homer Glen, Illinois [Mrowca, Case No. HG-1726-V], subject to following conditions:

   a) Following the removal of the noncompliant portion of the addition, the building must be repaired or restored to match the original garage in color and material.

   b) Following the removal of the noncompliant portion of the addition, the ground shall be repaired or restored and seeded or sodded to match original conditions.
The above motion was seconded by Member Stanly. A roll call vote was taken. Members Foley, Stanly, Hand and Chairman Kozor all voted in favor, vote 4-0, the motion passed unanimously. This case will go to the Village Board on August 12, 2020.

Before moving forward with New Business, Chairman Kozor suggested we change the order of the agenda items, anticipating a longer discussion for one item and looking to leave it for the end in order not have other case and residents sit in waiting. A motion was made to change the order of the agenda for New Business, swapping the items A and B, by member Hand, seconded by Member Foley. All in favor, zero (0) opposed, the motion carried.
Attachment 7 - Images of the Addition
Attachment 7 - Images of the Addition
AN ORDINANCE GRANTING: (1) A VARIANCE TO PERMIT AN ACCESSORY STRUCTURE IN THE REQUIRED FRONT YARD OF THE SUBJECT PROPERTY WHERE ACCESSORY STRUCTURES ARE NOT A PERMITTED OBSTRUCTION AND (2) A VARIANCE TO REDUCE THE REQUIRED FRONT YARD SETBACK FOR AN ACCESSORY STRUCTURE LOCATED WITHIN THE REQUIRED FRONT YARD OF A RESIDENTIAL PROPERTY FROM FORTY (40) FEET TO TEN (10) FEET, FOR CERTAIN REAL PROPERTY LOCATED IN THE R-3 SINGLE FAMILY RESIDENTIAL ZONING DISTRICT AT 14623 W. 143RD STREET, HOMER GLEN, ILLINOIS. [MROWCA, CASE NO. HG-1726-V].

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

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

Trustees
AN ORDINANCE GRANTING: (1) A VARIANCE TO PERMIT AN ACCESSORY STRUCTURE IN THE REQUIRED FRONT YARD OF THE SUBJECT PROPERTY WHERE ACCESSORY STRUCTURES ARE NOT A PERMITTED OBSTRUCTION AND (2) A VARIANCE TO REDUCE THE REQUIRED FRONT YARD SETBACK FOR AN ACCESSORY STRUCTURE LOCATED WITHIN THE REQUIRED FRONT YARD OF A RESIDENTIAL PROPERTY FROM FORTY (40) FEET TO TEN (10) FEET, FOR CERTAIN REAL PROPERTY LOCATED IN THE R-3 SINGLE FAMILY RESIDENTIAL ZONING DISTRICT AT 14623 W. 143RD STREET, HOMER GLEN, ILLINOIS. [MROWCA, CASE NO. HG-1726-V]

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, an application has been filed by Mitch Mrowca seeking: (1) a variance to permit an accessory structure in the required front yard of the subject property where accessory structures are not a permitted obstruction [Section 220-807 of Chapter 220 (Zoning) of the Code of the Village of Homer Glen], and (2) a variance to reduce the required front yard setback for an accessory structure located within the required front yard of a residential property from forty (40) feet to ten (10) feet [Attachment 1, Table 1B (Site and Structure Bulk Requirements for Residential Districts) of Chapter 220 (Zoning) of the Code of the Village of Homer Glen], for certain real property located in the R-3 Single Family Residential Zoning District at 14623 W. 143rd Street, Homer Glen, Illinois; and,

WHEREAS, the property that is the subject of the aforesaid application and of this Ordinance (“Subject Property”) is legally described in “Exhibit A”; and,

WHEREAS, pursuant to a public notice published in a newspaper of general circulation within the Village as required by the Code of the Village of Homer Glen, the Plan Commission held a public hearing with regard to said application on July 16, 2020, and rendered its findings of fact and recommendations to the Board of Trustees; and,

WHEREAS, the Plan Commission after due consideration of the issues, exhibits and testimony, made findings of fact and a recommendation to the Board of Trustees which are incorporated into the record of its proceedings attached hereto as Exhibit “B” and which include the specific findings as required by §220-1207C(1-3) of the Code of the Village of Homer Glen; and,

WHEREAS, the Village President and Board of Trustees carefully considered public commentary and the recommendations of the Plan Commission which are incorporated into the record of its proceedings; and,
WHEREAS, the Village President and Board of Trustees, after due consideration have determined that granting: (1) a variance to permit an accessory structure in the required front yard of the subject property where accessory structures are not a permitted obstruction [Section 220-807 of Chapter 220 (Zoning) of the Code of the Village of Homer Glen], and (2) a variance to reduce the required front yard setback for an accessory structure located within the required front yard of a residential property from forty (40) feet to ten (10) feet [Attachment 1, Table 1B (Site and Structure Bulk Requirements for Residential Districts) of Chapter 220 (Zoning) of the Code of the Village of Homer Glen], for certain real property located in the R-3 Single Family Residential Zoning District at 14623 W. 143rd Street, Homer Glen, Illinois is in conformance with the Village’s Comprehensive Plan and in the best interests of the public health, safety and welfare of the Village’s residents.

NOW, THEREFORE, BE IT ORDAINED by the Village President and 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. That the recitals and findings set forth above and in the recommendation of the Plan Commission, attached hereto as Exhibit “B” are incorporated herein by reference the same as if they were fully set forth herein verbatim and they are adopted as the findings of the Board of Trustees of the Village of Homer Glen.

Section 2. Variance. The Village hereby grants: (1) a variance to permit an accessory structure in the required front yard of the subject property where accessory structures are not a permitted obstruction [Section 220-807 of Chapter 220 (Zoning) of the Code of the Village of Homer Glen], and (2) a variance to reduce the required front yard setback for an accessory structure located within the required front yard of a residential property from forty (40) feet to ten (10) feet [Attachment 1, Table 1B (Site and Structure Bulk Requirements for Residential Districts) of Chapter 220 (Zoning) of the Code of the Village of Homer Glen], for certain real property located in the R-3 Single Family Residential Zoning District at 14623 W. 143rd Street, Homer Glen, Illinois, subject to the following conditions:

a) Following the removal of the noncompliant portion of the addition, the building must be repaired/restored to match the original garage in color and material.

b) Following the removal of the noncompliant portion of the addition, the ground shall be repaired/restored and seeded/sodded to match original conditions.

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.

Section 6. Notice to Applicant. That the Village Clerk is further directed to forward a copy of this Ordinance to the applicant as notification of the passage and approval of this Ordinance.
Adopted this 12<sup>th</sup> day of August, 2020 pursuant to a roll call vote as follows:

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**APPROVED** by the Village President on August 12, 2020.

______________________________
George Yukich
Village President

ATTEST:

______________________________
Christina Neitzke-Troike
Village Clerk
Legal Description – “Exhibit A”

Lot 29 (except the North 400 feet of said Lot lying West of the East 30 feet thereof) in Unit #2, Reed's Rolling Meadow Farms, a subdivision of part of the Northeast 1/4 of Section 9, and part of the West 1/2 of the Northwest 1/4 of Section 10, in Township 36 North, and in Range 11, East of the Third Principal Meridian, in Cook County, Illinois.
Findings of Fact – “Exhibit B”

Standards for Variances

Chapter 220-1207.C(1-3) of the Code of the Village of Homer Glen lists the standards by which the Plan Commission shall make the findings of fact. The following are the categories with staff’s recommended findings in **bold italics**:

1. The Plan Commission shall not vary the provisions of this Ordinance as authorized unless it has made findings based upon the evidence presented to it in the following cases:

   (a) That the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zone. The property could yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zone. Detached accessory structures are permitted within the rear yard of the R-3 Single-family Residential District, therefore the space enclosed within the garage addition could have also been enclosed within a shed located within the property’s rear yard.

   (b) That the plight of the owner is due to unique circumstances. *The plight of the applicant is not due to any unique circumstances.*

   (c) That the variance, if granted, will not alter the essential character of the locality. *The variances, which would permit the detached garage addition to remain standing ten (10) feet from the north property line in a yard in which such accessory structures are typically not permitted, would not alter the essential character of the locality. The majority of the detached garage structure existed for over a decade before the construction of the addition. Furthermore, the structure is shielded from view along W. 143rd Street by two neighboring properties to the north in addition to vegetation and therefore does not have a dramatic impact on the locality’s appearance or aesthetics.*

2. A variance shall be recommended to the Village Board only if the evidence, in the judgment of the Plan Commission, sustains each of the three conditions enumerated in Subsection C(1).

3. For the purpose of supplementing the above standards, the Plan Commission, in making its determination, shall also take into consideration the extent to which the following facts, favorable to the applicant, have been established by the evidence:
(a) That the particular surroundings, shape, or topographical conditions of the specific property involved will bring a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations was carried out. 

The particular surroundings, shape, or topographical conditions of the subject property do not bring a hardship upon the owner, as distinguished from a mere inconvenience, because the area enclosed within the addition could have been located within a shed in the property’s rear yard as permitted by current zoning regulations.

(b) That the conditions upon which the petition for variance is based would not be applicable, generally, to other property within the same zoning classification.

In regards to the variances requested for the location of the detached garage addition, the conditions upon which the petition for variances is based would be applicable, generally, to other property within the same zoning classification. Although the subject property is a unique shape, the flag shape of the lot does not specifically hinder the property owner from locating accessory structures in the property’s rear yard, as is required of all other properties located in the R-3 Single-family Residential District.

(c) That the purpose of the variance is not exclusively based upon a desire to make more money out of the property.

The purpose of the variance is not exclusively based upon a desire to make more money out of the property.

(d) That the alleged difficulty or hardship has not been created by any person presently having an interest in the property.

The alleged difficulty or hardship has been created by the property owner due to the fact that he did not perform due diligence prior to the construction of an addition to a legal non-conforming structure.

(e) That the granting of the variance will not be detrimental to the public welfare or unduly injurious to other property or improvements in the neighborhood in which the property is located.

The granting of the variances will not be detrimental to the public welfare or unduly injurious to other property or improvements in the neighborhood in which the property is located as the majority of detached garage structure has stood in the same location for over a decade; therefore, any new addition to the structure is not likely to impact the area significantly.
(f) That the exterior architectural appeal and functional plan of any proposed structure will not be so at Variance with the exterior architectural appeal and functional plan of the structures already constructed, or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood.

The exterior architectural appeal and functional plan of the detached garage addition is not at variance with the exterior architectural appeal and functional plan of the pre-existing detached garage structure as the full structure shares a uniform vinyl siding consisting of one color and style. Furthermore, the exterior architectural appeal and functional plan of the full structure will not cause a substantial depreciation in nearby property values as the permitted 2013 replacement was approved with vinyl siding.

(g) That the proposed variance will not impair an adequate supply of air to adjacent property, substantially increase the danger of fire, otherwise endanger the public safety or substantially diminish or impair property values within the neighborhood. The proposed variances will not impair an adequate supply of air to adjacent property. Although the structure was partially destroyed by a fire in 2013, any permitted reconstruction after the incident would have been required to comply with the current building standards enforced at that time.
AGENDA SUPPLEMENT SHEET

Agenda Item Number: I.2

Village Board Meeting Date: August 12, 2020

Plan Commission Meeting Date: July 16, 2020

Item Title: Consideration of Ordinance No. 20-033, an Ordinance approving a Variance to permit an above ground pool as an obstruction in a corner side yard, per [Table 1B of Chapter 220 of the Code of the Village of Homer Glen], for certain real property located in the R-5 Single Family Residential Zoning District at 13643 W Cedarbend Drive, Homer Glen, Illinois [Case No. HG-2007-V].

Motion for Consideration: Is there a motion to approve Ordinance No. 20-033, an ordinance approving a Variance to permit an above ground pool as an obstruction in a corner side yard, per [Table 1B of Chapter 220 of the Code of the Village of Homer Glen], for certain real property located in the R-5 Single Family Residential Zoning District at 13643 W Cedarbend Drive, Homer Glen, Illinois [Case No. HG-2007-V]?

Plan Commission Recommendation
Following the public hearing held on July 16, 2020, the Plan Commission voted 4-0 to approve staff’s recommended findings as the findings of the Plan Commission, and to recommend to the Village Board approval of a Variance to permit an above ground pool as an obstruction in a corner side yard, per [Table 1B (Site and Structure Bulk Requirements for Residential Districts) of Chapter 220 (Zoning) of the Code of the Village of Homer Glen], for certain real property located in the R-5 Single Family Residential Zoning District at 13643 W Cedarbend Drive, Homer Glen, Illinois.

There were no public comments. The applicant spoke on her own behalf and added simply, that the property to the south of hers has a flooding issue and it bleeds onto her property and would potentially rot out the new pool with time. She also added that her neighbors are supportive of the pool location. See Attachment X for an excerpt of the July 16, 2020 Plan Commission meeting draft minutes.
Staff Contact
Senior Planner/Project Manager, Melissa W. King

Background Information
The applicant, Carrie Peel, lives on the subject property located at 13643 Cedarbend Drive in the Pebble Creek Subdivision, Unit 2. The applicant applied for a permit for an above ground pool and the permit was issued on June 12, 2020 with the location of the above ground pool not located in the corner side yard. JULIE was called by the homeowner/contractor and the utilities were identified on the property and it came to their attention that an electrical line was running directly under where the pool was proposed to be installed, per the permit. The homeowner/contractor made a decision in the field to move the pool to the northeast towards Heatherwood Drive in order to comply with Comed’s requirement that pools must be five (5) feet away from electric lines. It was assumed by the homeowner/contractor that the new position was compliant with the zoning code based on an assumption that pools are required to be ten (10) feet from side property lines. The homeowner/contractor did not realize that the area that they had moved the pool to was in a corner side yard not a side yard. Pools are not allowed as an obstruction in a corner side yard. The Building Department performed a final inspection and failed the inspection until the zoning department had a chance to review the issue. Staff discussed the field change with the homeowner and it became clear that the homeowner potentially had a hardship on the property that staff would support for a variance request. The homeowner recently installed a fence along the perimeter of the yard along Heatherwood Drive and along the rear property line, the fence was permitted and is four (4) foot in height and open where it is located in the corner side yard. The pool is located behind this fence.

Conformance with Zoning Code
Findings of Fact: Section 220-1207C(1-3) of the Code of the Village of Homer Glen states the required standards for making findings of fact for a Variance. The Code requires that the Plan Commissioners consider these standards in making its finding and determining a recommendation to send to the Village Board. Staff concurred with the following hardship evidence:

- The presence of the electrical lines running perpendicular to the home right through the middle of the rear yard restricts where a pool can be located on the property.
- There is an existing tree in the southwest side of the rear yard that would restrict where a pool can be located on the property.
- The depth of the rear yard is only forty-four and a half (44.5) feet and would be restrictive for installing the pool in an orientation perpendicular to the home. The existing deck is twelve (12) feet deep and the pool is twenty-three (23) feet; leaving only nine and a half (9.5) feet; which would encroach into the slightly into the existing drainage easement. The encroachment could actually be worse based on a base that might extend passed the walls of the pool and also the outside structure walls/buttresses. This orientation also does not meet the twelve and a half (12.5) foot required rear yard pool setback.
- The rear yard has topography that goes down from the house towards the rear property line and then starts to come back up creating a dip that could make it difficult to orient the perpendicular to the deck instead of parallel. Just south of the pool location there appears to be standing water and the homeowner has indicated that there are recurring flooding issues in this location.
- There is also existing standing water indicating a low spot in the yard that is to the west of the pool location. Alternative orientations of the pool could have exacerbated this flooding issue.
Conformance with Other Codes

Lighting (Chapter 75, Article II):
The Lighting regulations do not apply to this request as no exterior lighting has been proposed.

Exterior Construction Standards (Chapter 75, Article II):
The Exterior Construction Standards do not apply to the requested Variances as such standards apply only to primary dwellings and accessory structures greater than two hundred twenty-five (225) square feet in area located in residential zones.

Subdivision & Stormwater (Chapter 138, Article I):
The Subdivision regulations do not apply to this request as the applicant has not proposed the division of the subject property at this time. The Stormwater regulations apply to this request and the applicable site plans will be reviewed as part of the permitting process.

Tree Preservation and Conservation Subdivision (Chapter 138, Article I):
The Tree Preservation regulations do not apply to this request as the applicant has not requested the approval of a Preliminary Plat of Subdivision or proposed the division of the subject property, and the subject property is less than five (5) acres in size.

The Conservation Subdivision regulations do not apply to this request because the applicant has not proposed the development of a residential subdivision greater than ten (10) acres in area, nor the applicant proposed the development of a residential subdivision made up of lots less than one and one-half (1.5) acres in size.

Park Donation (Chapter 138, Article II):
The Park Donation regulations do not apply to this request as these regulations only apply when the final Plat for a residential subdivision or development has been approved, or when the final Plat for a Planned Unit Development has been approved.

Conformance with Adopted Plans

Comprehensive Land Use Plan:
The Comprehensive Plan designates the subject property as Single-Family – Moderate Density.

Transportation Plan:
The regulations and recommendations set forth within the Village of Homer Glen Transportation Plan do not apply as the applicant is not requesting any changes to the ingress and egress from the subject property.

Budget Implications
None.

Attachments
1. Aerial Map
2. Plat of Survey
3. Existing Site Images
4. Excerpts from the July 16, 2020 Plan Commission Draft Minutes
Attachment 2 – Plat of Survey

The actual pool location, as it was installed, in the corner side yard, shown in blue.

Original location of pool, as approved on the pool permit, shown as green line.

Perpendicular orientation. Does not meet twelve and a half (12.5) foot pool setbacks. Slightly encroaches into easement; impact to easement could be more based on actual outside structure and the base of pool.

Approximate location of electrical line, per homeowner.
Attachment 3 – Existing Site Images

Facing east towards Heatherwood Drive

Facing south/southeast towards the back corner of the property, note the existing tree and standing water.
Facing south/southeast towards the back corner of the property, note the utility boxes.
Facing east toward Heatherwood Drive
Facing south towards the back corner of the property.

Senior Planner King presented the details of this case. The applicant, Carrie Peel, resides at 13643 Cedarbend Drive in the Pebble Creek subdivision. The application applied for a permit for an above ground pool and the permit was issued on June 12, 2020. JULIE was called out by the homeowner/contractor and the utilities were identified on the property and it came to their attention that an electrical line was running directly under where the pool was proposed to be installed, per the permit. The homeowner/contractor decided in the field to move the pool to the northeast toward Heatherwood Drive in order to comply with the ComEd’s requirement that pools must be five (5) feet away from electric lines. The homeowner/contractor assumed that the new position was compliant with the zoning code based on an assumption that pools are required to be ten (10) feet from the side property lines. The homeowner/contractor did not realize that the area they had moved the pool too was a corner side yard, not a side yard. Pools are not allowed as an obstruction in a corner side yard. The Building Department performed a final inspection and failed the inspection until the zoning department had a chance to review this current issue. Staff discussed the field change with the homeowner and it became clear that the homeowner potentially had a hardship on the property that staff would support for a variance request. The homeowner installed a fence along the perimeter of the yard along Heatherwood Drive and along the rear property line, enclosing the pool. Melissa added that staff had received some calls from residents for clarification, no issues, and Melissa concluded her presentation.

The applicant spoke on her own behalf and added simply, that the property to the south of hers has a flooding issue and it bleeds onto her property and would potentially rot out the new pool with time. She also added that her neighbors are supportive of the pool location.

Chairman Kozor asked for a motion to open the public hearing. Member Foley made the motion to open the public hearing for case HG-2007-V, seconded by Member Hand. All in favor, zero (0) opposed. The public hearing was opened.

No one in attendance to speak on this case. Chairman Kozor said we would close the public hearing. Commissioner Stanly made the motion to close the public hearing, seconded by member Foley. All were in favor, zero (0) opposed, the motion carried and the public hearing was closed.

The Plan Commission carried out a very brief discussion, discussing the corner side fence height – no issues, all compliant. The Plan Commission discussed the distance from the current location of the pool from the original requested location, which is approximately between one and a half (1.5) feet to roughly five (5) feet from the original proposed pool placement. No further discussion, Chairman Kozor asked for a motion.

Commissioner Foley made the motion to adopt the attached findings as the findings of the Plan Commission and to recommend for approval of a Variance to permit an above ground pool as an obstruction in a corner side yard, per [Table 1B (Site and Structure Bulk Requirements for Residential Districts) of Chapter 220 (Zoning) of the Code of the Village of Homer Glen], for certain real property located in the R-5 single Family Residential Zoning District at 13643 W. Cedarbend Drive, Homer Glen, Illinois. The motion was seconded by Commissioner Hand.

A roll call vote was taken. Four (4) in favor (Foley, Stanly, Hand and Kozor), zero (0) opposed. The motion carried. This case will go before the Village Board on August 12, 2020.
AN ORDINANCE GRANTING
A VARIANCE TO PERMIT AN ABOVE GROUND POOL AS AN
OBSTRUCTION IN A CORNER SIDE YARD, PER [TABLE 1B (SITE
AND STRUCTURE BULK REQUIREMENTS FOR RESIDENTIAL
DISTRICTS) OF CHAPTER 220 (ZONING) OF THE CODE OF THE
VILLAGE OF HOMER GLEN], FOR CERTAIN REAL PROPERTY
LOCATED IN THE R-5 SINGLE FAMILY RESIDENTIAL ZONING
DISTRICT AT 13643 W CEDARBEND DRIVE, HOMER GLEN, ILLINOIS
[CASE NO. HG-2007-V]

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 8/12/2020
Mahoney, Silverman & Cross, LLC, Village Attorneys – Joliet, Illinois 60435
AN ORDINANCE GRANTING A VARIANCE TO PERMIT AN ABOVE GROUND POOL AS AN OBSTRUCTION IN A CORNER SIDE YARD, PER [TABLE 1B (SITE AND STRUCTURE BULK REQUIREMENTS FOR RESIDENTIAL DISTRICTS) OF CHAPTER 220 (ZONING) OF THE CODE OF THE VILLAGE OF HOMER GLEN], FOR CERTAIN REAL PROPERTY LOCATED IN THE R-5 SINGLE FAMILY RESIDENTIAL ZONING DISTRICT AT 13643 W CEDARBEND DRIVE, HOMER GLEN, ILLINOIS [CASE NO. HG-2007-V]

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, an application has been filed by Carrie Anne Peel seeking: a Variance to permit an above ground pool as an obstruction in a corner side yard, per [Table 1B (Site and Structure Bulk Requirements for Residential Districts) of Chapter 220 (Zoning) of the Code of the Village of Homer Glen], for certain real property located in the R-5 Single Family Residential Zoning District at 13643 W Cedarbend Drive, Homer Glen, Illinois; and

WHEREAS, the property that is the subject of the aforesaid application and of this Ordinance (“Subject Property”) is legally described in “Exhibit A”; and,

WHEREAS, pursuant to a public notice published in a newspaper of general circulation within the Village as required by the Code of the Village of Homer Glen, the Plan Commission held a public hearing with regard to said application on July 16, 2020, and rendered its findings of fact and recommendations to the Board of Trustees; and,

WHEREAS, the Plan Commission after due consideration of the issues, exhibits and testimony, made findings of fact and a recommendation to the Board of Trustees which are incorporated into the record of its proceedings attached hereto as “Exhibit B” and which include the specific findings as required by §220-1207C of the Code of the Village of Homer Glen; and,

WHEREAS, the Village President and Board of Trustees carefully considered public commentary and the recommendations of the Plan Commission which are incorporated into the record of its proceedings; and,

WHEREAS, the Village President and Board of Trustees, after due consideration have determined that granting variances to make the subject property buildable is in conformance with the Village’s Comprehensive Plan and in the best interests of the public health, safety and welfare of the Village’s residents.
NOW, THEREFORE, BE IT ORDAINED by the Village President and 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. That the recitals and findings set forth above and in the recommendation of the Plan Commission, attached hereto as Exhibit “B” are incorporated herein by reference the same as if they were fully set forth herein verbatim and they are adopted as the findings of the Board of Trustees of the Village of Homer Glen.

Section 2. Variances. The Village hereby grants a Variance to permit an above ground pool as an obstruction in a corner side yard, per [Table 1B (Site and Structure Bulk Requirements for Residential Districts) of Chapter 220 (Zoning) of the Code of the Village of Homer Glen], for certain real property located in the R-5 Single Family Residential Zoning District at 13643 W Cedarbend Drive, Homer Glen, Illinois.

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.

Section 6. Notice to Applicant. That the Village Clerk is further directed to forward a copy of this Ordinance to the applicant as notification of the passage and approval of this Ordinance.
ORDINANCE NO. 20-033

Dated: August 12, 2020

Adopted this 12th day of August, 2020 pursuant to a roll call vote as follows:

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APPROVED by the Village President on August 12, 2020.

________________________________________________________________________

George Yukich
Village President

ATTEST:

________________________________________________________________________

Christina Neitzke-Troike
Village Clerk
Legal Description – “Exhibit A”

LOT 113, IN BLOCK 5 IN PEBBLE CREEK UNIT 2, PHASE II, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 10, IN TOWNSHIP 36 NORTH, AND IN RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 3, 19771 AS DOCUMENT NO. R77-18514., IN WILL COUNTY, ILLINOIS.
Findings of Fact – “Exhibit B”
Standards for Variances

Chapter 220-1207C(1-3) of the Code of the Village of Homer Glen lists the standards by which the Plan Commission shall make the findings of fact. The following are the categories with staff’s recommended findings in italics.

1. The Plan Commission shall not vary the provisions of the Ordinance as authorized unless it has made findings based upon the evidence presented to it in the following cases.

   a) That the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zone.

      The property could indeed yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the R-5 Single-Family Residential District.

   b) That the plight of the owner is due to unique circumstances.

      Several justifications have been cited for the requested variance to allow for the above ground pool to be located in a corner side yard including constraints of narrow backyard, location of utility lines, location of large tree, topography, flooding and potential encroachment into easement.

   c) That the variance, if granted, will not alter the essential character of the locality.

      The Variances, if granted, will not alter the essential character of the locality. Many pools in the other accessory structures in the Pebble Creek Subdivision are non-conforming to setbacks, are located in easements, etc.

2. A variance shall be recommended to the Village Board only if the evidence, in the judgment of the Plan Commission, sustains each of the three conditions enumerated above.

3. For the purpose of supplementing the above standards, the Plan Commission, in making its determination, shall also take into consideration the extent to which the following facts, favorable to the applicant, have been established by the evidence:

   a) That the particular surroundings, shape, or topographical conditions of the specific property involved will bring a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations was carried out.

      Several justifications have been cited for the requested variance to allow for the above ground pool to be located in a corner side yard including constraints of narrow backyard, location of utility lines, location of large tree, topography, flooding and potential encroachment into easement.
b) That the conditions upon which the petition for variance is based would not be applicable, generally, to other property within the same zoning classification.

*Several justifications have been cited for the requested variance to allow for the above ground pool to be located in a corner side yard including constraints of narrow backyard, location of utility lines, location of large tree, topography, flooding and potential encroachment into easement. The conditions of the site are unique to this property.*

c) That the purpose of the variance is not exclusively based upon a desire to make more money out of the property.

*The purpose of the requested Variance is not exclusively based upon a desire to make a greater profit out of the property upon its sale; but for reasonable use of the land.*

d) That the alleged difficulty or hardship has not been created by any person presently having an interest in the property.

*The hardships presented were not created by the current property owner and have been in existence for many years.*

e) That the granting of the variance will not be detrimental to the public welfare or unduly injurious to other property or improvements in the neighborhood in which the property is located.

*Village staff does not foresee the approval of this variance having a detrimental impact on the public welfare or being unduly injurious to other property or improvements in the Pebble Creek Subdivision.*

f) That the exterior architectural appeal and functional plan of any proposed structure will not be so at Variance with the exterior architectural appeal and functional plan of the structures already constructed, or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood.

*The Village’s exterior materials standards do not apply to pools.*

g) That the proposed variance will not impair an adequate supply of air to adjacent property, substantially increase the danger of fire, otherwise endanger the public safety or substantially diminish or impair property values within the neighborhood.
The proposed Variances will not impair an adequate supply of air to the adjacent property. Staff does not foresee the location of the pool in a corner side yard as a public safety issue. Staff does not have a professional opinion on property values.
AGENDA SUPPLEMENT SHEET

Agenda Item Number: I.3

Village Board Meeting Date: August 12, 2020

Item Title: Consider a Motion to Amend the Intergovernmental Agreement (IGA) between the Village of Homer Glen and the Homer Road District.

Staff Contact: Village Manager Karie Friling

Background Information: The Village of Homer Glen and the Homer Township Road district entered into an Intergovernmental Agreement on March 20, 2003. The proposed amendment addresses Section 7 of the agreement, related to the term of the agreement. This change clarifies the agreement automatically renews for successive two-year periods, unless terminated by either party upon written notice of not less than one year prior to the expiration of the current term.

The proposed amendment and original IGA between the Village and Road District are attached.

This will provide additional protection for the Village as it relates to the long-term maintenance of our streets.

Motion for Consideration: Is there a motion to approve an Amended Intergovernmental Agreement (IGA) between the Village of Homer Glen and the Homer Road District?
AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF HOMER GLEN AND THE HOMER TOWNSHIP ROAD DISTRICT

THIS AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (“Amendment”) made and entered into this __ day of __________________, 2020, by and among the VILLAGE OF HOMER GLEN, an Illinois home rule municipality (“Homer Glen” or the “Village”) and the HOMER TOWNSHIP ROAD DISTRICT, an Illinois road district, (“Road District” or the “District”).

WITNESSETH:

WHEREAS, the Road District is an Illinois road district situated in Will County, Illinois; and

WHEREAS, Homer Glen is an Illinois home rule municipality pursuant to Section 6(a), Article VII of the 1970 Constitution of the State of Illinois situated in Will County; and

WHEREAS, Article VII, Section 10, of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, (Illinois Compiled Statutes, Chapter 5, Section 220/1 et seq.), authorizes units of local government to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

WHEREAS, on March 20, 2003, Homer Glen and the Road District entered into a certain Intergovernmental Agreement (the “Agreement”) related to the maintenance and regulation of the roads within the corporate limits of Homer Glen; and

WHEREAS, Homer Glen and the Road District desire to amend the Agreement pursuant to the terms set forth in this Amendment.

NOW THEREFORE, in consideration of the mutual promises, obligations and undertakings set forth herein, Homer Glen and the Road District (sometimes collectively referred to as the “Parties”) AGREE AS FOLLOWS:

1. RECITALS.

The recitals set forth above are hereby incorporated into this Amendment and made a part hereof, and all covenants, terms, conditions and provisions hereinafter contained shall be interpreted and enforced in accordance therewith.
2. **AMENDMENT TO SECTION 7 OF THE AGREEMENT.**

Section 7 of the Agreement be and the same is hereby deleted with the following language to be inserted in its place:

7. **Term and Termination.** This Agreement shall be in full force and effect from the date first written above named (which date shall be the first date on which the execution of this Agreement is approved by either the Village of the District), and shall relate to the period of April 1, 2003 to March 31, 2004 which is the end of the District’s 2003-2004 fiscal year. The term of this Agreement shall automatically renew for successive two-year periods, unless terminated by either party upon written notice of not less than one year prior to the expiration of the current term. The Parties acknowledge and agree that said current term shall expire on April 1, 2022.

In the event any road or street is disconnected from the Village, this Agreement shall be null and void with respect to said road or street, or portion thereof, which is disconnected. In the event any territory is annexed to the Village, this Agreement shall cover any roads added to the Village with the District receiving the same funding as it relates to such annexed territory.

3. In the event that a court of competent jurisdiction shall hold any provisions of this Amendment invalid or unenforceable, such holdings shall not invalidate or render unenforceable any other provision of the Amendment hereto or the Agreement.

4. This Amendment can be executed in several counterparts by each Party each of which shall be treated as signature for the entire Amendment.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals the day and year first above written.

{signature page to follow}
VILLAGE OF HOMER GLEN,
an Illinois home rule municipality

ATTEST:

By: ___________________________  By:  ____________________________
      President                      Village Clerk

HOMER TOWNSHIP ROAD DISTRICT,
an Illinois road district

By: ________________________________
      Homer Township Highway Commissioner
INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF HOMER GLEN AND THE HOMER TOWNSHIP ROAD DISTRICT

This Agreement ("Agreement") is made this ___ day of January, 2002, by and between the Village of Homer Glen (the "Village"), an Illinois municipal corporation and unit of local government, and the Homer Township Road District (the "District"), a road district and unit of local government.

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 authorizes units of local government to contract or otherwise associate among themselves in any manner not otherwise prohibited by law or ordinance; and

WHEREAS, Section 3 of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq. permits any powers, privileges or authority exercised or which may be exercised by a unit of local government to be exercised jointly with any other unit of local government; and

WHEREAS, pursuant to court order entered on April 17, 2001 in Will County Case No. 00 MC 7, of the Village of Homer Glen has been duly incorporated as an Illinois municipal corporation and a unit of local government having corporate limits as described or depicted in Exhibit A; and

WHEREAS, the District previously has and presently continues to exercise jurisdiction over the roads and streets within the corporate limits of the Village which, prior to April 17, 2001, comprised that portion of the District’s road system as defined by 605 ILCS 5/2-103 ("the District Road System"); and

WHEREAS, by virtue of its incorporation as an Illinois municipal corporation and unit of local government, the Village, as of April 17, 2001, has a municipal street system as defined by 605 ILCS 5/2-104 (the "Municipal Street System") that consists of the above-described District Road System that existed prior to April 17, 2001; and

WHEREAS, the Village desires for the District to continue to maintain and regulate the roads within the Village and the District is willing to continue to maintain and regulate said roads, all upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and provisions hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and the District hereby agree as follows:

1. Overview of Agreement. The Village desires for the District to continue to maintain and regulate the roads within the Village in substantially the same manner as before the incorporation of the Village, except as otherwise provided in this Agreement. In order for the District to do so, the District will require funding commensurate with the funding received prior to the incorporation in addition to such increases as are reasonable and necessary to meet increased costs. Both parties believe that the
funding required can be accomplished by the Village assigning to the District its share of Road & Bridge taxes and paying to the District a portion of its Motor Fuel taxes. In the event that these mutual and acknowledged assumptions are incorrect, then the parties agree to make such modifications or amendments to this Agreement that will substantially equalize the funds received from the Village with the expenses and capital expenditures associated with the maintenance of the roads within the Village by the District.

2. **Maintenance and Infrastructure Responsibilities.**

   **A. Maintenance.** The District agrees that for its current fiscal year 2001, it shall maintain the Village's Municipal Street System and any improvements to the infrastructure constructed (thereon by either the Village or the District) pursuant to Section 2.B. below in the same manner and to the same extent to which it was previously obligated to maintain the roads and streets therein as its District Road System. Such maintenance shall include, but is not limited to, snow plowing, shoulder, drainage ditch and storm sewer maintenance and repair, mowing right of ways, and maintenance, repair or resurfacing of paved roadway surfaces.

   **B. Infrastructure.** Exclusive of the maintenance responsibilities described above in Section 2.A., the Village shall assume at its sole cost and expense and without any financial contribution from the District, the responsibility for constructing any new improvements to the Village’s Municipal Street System which (i) did not previously exist as Improvements within the District’s District Road System; and (ii) for which the District had not budgeted, appropriated, allocated or otherwise set aside funds to construct within its current fiscal year or included within the District's Capital Improvement Program for the 2001-2002 fiscal year. Consistent with the foregoing, District shall be responsible for constructing those improvements to the Village Municipal Street System for which it had budgeted, allocated, appropriated or otherwise set aside funds to construct within its current fiscal year as part of the District Road System or which were included within the District’s Capital Improvement Program for the 2001-2002 fiscal year. In the event the Village recommends the construction of new improvements (other than those improvements for which the District is obligated to construct pursuant to the terms hereof) to the Village’s Municipal Street System for which the Village is or will be financially responsible, the Village shall pay to the District such funds as may be necessary for the construction of such improvement provided the District agrees to construct such improvements. In the event that the Village determines that it is in the best interest of the Village to proceed with constructing a given improvement to the Municipal Street System as contemplated above, it shall notify the District thereof so as to provide the District with the opportunity to construct such improvement or to act as the Village’s representative and agent with respect to the construction of improvements pursuant to publicly bid contracts, provided, however, that in such cases the Village shall retain all responsibility for the costs of constructing such improvement. If after receiving such notice the District declines to construct such improvement or to serve as the Village’s representative or agent in connection with the construction of improvements pursuant to publicly bid contracts, then the Village may proceed to
construct or cause such improvement to be constructed using its own efforts and resources.

3. Funds.

A. Motor Fuel Tax Funds. The Village shall, on a monthly basis pay to the District, in consideration for the District’s services under this Agreement an amount equal to the difference between the funds which would have been received by the District but for the incorporation of the Village for maintenance of roads and the amount actually received by the District, provided, however, that such amount shall not exceed the amount actually received by the Village. For purposes of this Agreement, the parties agree that the funds, which would have been received by the District but for the incorporation of the Village for maintenance of Roads is the amount of $15,300.00 for Motor Fuel. Any additional funds received by the Village, may be retained by the Village for new improvement projects located within the corporate limits of the Village.

B. Road and Bridge Taxes. The Village shall transfer and assign to the District, its entire interest or share of Road and Bridge Taxes. It is acknowledged that the Road and Bridge Taxes received in 2002 will be in consideration of the Districts maintenance of roads for the fiscal year 2001. The parties believe that said assignment and transfer will result in the District receiving approximately the same amount of Road and Bridge Taxes had the incorporation of the Village not taken place.

4. Sharing of Jurisdiction. Except as otherwise provided herein, the Village hereby delegates and grants all maintenance jurisdiction and authority over the Village Municipal Street System that it now has or that it otherwise acquires during the term of this Agreement and further authorizes the District to exercise such other or further powers over the Village Municipal Street System as the District would have been able to exercise had the Village Municipal Street System remained the District’s District Road System, provided, however, that (i) the District shall not change motor vehicle weight limits within the Village Municipal Street System without the Village’s consent (except that in the absence of the Village’s exercise of such authority, those motor vehicle weight limits applicable to the District’s District Road System as of April 16, 2001 shall remain in effect throughout the Village Municipal Street System and fully enforceable by the District as if they had originally been adopted by the Village in the first instance); and (ii) the District shall not without the approval of the Village, alter or change the regulations or standards applicable to motor vehicle traffic, road or street construction or traffic control device placement within the Village Municipal Street System. The Village reserves to itself the right to vacate or otherwise close any of said road or streets as provided under Illinois Law.

While the District shall have the ultimate decision-making authority on issues of road maintenance and repair, the District shall consider the suggestions and recommendations of the Village. The Village shall appoint a liaison person or committee that shall regularly meet with the District on maintenance and repair issues.
5. **Insurance.** Each of the parties shall maintain during the term of this Agreement a policy or policies of commercial general liability with policy limits of not less than $5,000,000.00 for each occurrence/aggregate as applicable, and a policy or policies of automobile liability insurance with a policy limit of $5,000,000.00 combined single limit coverage and $300,000.00 underinsured motorist coverage. Each of the parties shall cause the other to be named as an insured on its policy or policies of insurance and shall provide the other with a Certificate of Insurance and a copy of such policy or policies of Insurance. Such policy or policies shall not be subject to cancellation or termination except upon fifteen (15) days prior notice to both the named insureds.

6. **Traffic Citations.** The Village shall be entitled to any and all fines, penalties or charges generated by citations written regarding the Municipal Street System.

7. **Term and Termination.** This Agreement shall be in full force and effect from the date first above named (which date shall be the first date on which the execution of this Agreement is approved by either the Village or the District), and shall relate to the period of April 17, 2001 to March 31, 2003 which is the end of the District’s 2002 fiscal year. Notwithstanding the foregoing, in the event that the Village not later than January 1, 2003 directs written notice to the District that it will be unable to or does not then desire to fully assume all maintenance, repair, improvement and jurisdictional responsibilities that will exist with respect to the Village Municipal Road System as of the termination of this Agreement then the Village and the District shall, within ten (10) business days of the date of such notice cause their respective designated representatives to conduct in good faith such negotiations and meetings as may be necessary to produce a mutually satisfactory successor agreement covering substantially the same subject matter as this Agreement, on such terms and conditions as may be therein contained. In the absence of termination by either party, this Agreement shall be renewed for successive one-year periods.

In the event any road or street is disconnected from the Village, this Agreement shall be null and void with respect to said road or street, or portion thereof, which is disconnected. In the event any territory is annexed to the Village, this Agreement shall cover any roads added to the Village with the District receiving the same funding as it relates to such annexed territory.

8. **Recitals.** The foregoing recitals are hereby incorporated into this Agreement as if fully set forth herein.

9. **Miscellaneous.**

A. **Governing Law:** The laws, cases and statutes of the State of Illinois shall govern the validity, performance and enforcement of this Agreement.

B. **Notices:** All notices or other writings which any party hereto is required or permitted to give in connection with this Agreement shall be in writing and shall be
served by personal delivery, which service shall be effective as of the date of such delivery, or mailed by registered or certified mail, return receipt requested, with proper postage prepaid, which service shall be effective two (2) business days after the date of such mailing, and addressed as follows or to such other person or address as either party may designate from time to time by written notice given to the other party pursuant hereto:

If to Village: Village Clerk
Village of Homer Glen
12115 W. 159th Street
Homer Glen, Illinois 60441

With a copy to: Kenneth A. Carlson/Roger D. Rickmon
Tracy, Johnson & Wilson
116 North Chicago Street
Suite 600
Joliet, Illinois 60432

If to District: Homer Township Highway Commissioner
14400 W. 151st Street
Lockport, Illinois 60441

With a copy to: Gerald Sramek
Barrett & Sramek
6446 W. 127th Street
Palos Heights, Illinois 60463

C. **Severability:** If any provisions of this Agreement are held to be invalid, such provisions shall be deemed to be excised therefrom, and the invalidity thereof shall not effect any of the other provisions contained herein, which provisions shall be enforceable to the fullest extent possible.

D. **Amendments:** The parties agree that this Agreement and all Exhibits attached hereto may be amended only by the mutual consent of the parties by means of the same procedures used to adopt this Agreement and authorize its execution in the first instance.

E. **Headings:** The headings of the paragraphs of this Agreement are for convenience and reference only and do not form a part hereof and do not modify, interpret or construe the understandings of the parties hereto.

F. **Counterparts:** This Agreement may be signed upon any number of counterparts with the same effect as if the signatures to each were upon the same Agreement.

G. **Originals:** This Agreement may be reproduced by means of carbons, Xerox process or otherwise. Each such reproduction, if manually executed by the
parties, shall for all purposes by deemed, and the same is hereby declared, to be a duplicate original of this Agreement.

H. **Singular and Plural:** Terms used in this Agreement shall be read in the singular or the plural as may be appropriate to the context in which they are used.

I. **Waiver:** No waiver by either party of any breach of any term or condition hereof shall be deemed a waiver of the same or any subsequent breach of the same or any other term or condition hereof. No term or condition of this Agreement shall be deemed waived by either party unless waived in writing.

J. **Entire Agreement:** Except as hereinafter expressly provided, this Agreement supersedes all prior agreements, negotiations and representations and is a full integration of the entire Agreement of the parties.

K. **Remedies:**

(i) The parties may, at law or in equity, by suit, action, mandamus or other proceeding, enforce or compel the performance of this Agreement with the prevailing party being entitled to all costs and expenses. No action taken by either party hereto pursuant to the provisions of this section or pursuant to the provisions of any other section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to either party at law or in equity.

(ii) In the event of any breach of or default under this Agreement, the parties shall give prompt written notice of such alleged breach or default and the party receiving such notice shall have thirty (30) days after receipt of such notice to cure such alleged breach or default, prior to the seeking of any remedy provided for herein, provided, however, that said thirty (30) day period shall be reasonably extended if the defaulting party has initiated the cure of said breach of default and is diligently proceeding therewith.

"Village"
Village of Homer Glen
By: [Signature]
Russ Petrizzo
Its President

"District"
Homer Township Road District
By: [Signature]
Franklin Dunn
Its Highway Commission
Item Number: I.4

Village Board Meeting Dates: August 12, 2020
                           July 8, 2020
Committee Meeting Date:  August 5, 2020 PS&SC
                           July 1, 2020 PS&SC

Item Title: Consider for Approval the Award of a Multi-Year Contract with Beary Landscape Management for Lawn Mowing and Maintenance of the 159th Street Right-of-Way.

Motion for Consideration: Is there a motion to approve the award of a Multi-Year Contract to Beary Landscape Management for Lawn Mowing and Maintenance of the 159th Street Right-of-Way, including the Alternate 3-Step Herbicide Program, from Will-Cook Road to Gougar Road?

Committee Recommendation: The Public Services & Safety Committee recommended approval of the above motion.

Staff Contact: Development Services Director Salamowicz

Background Information: As the Board knows, work on 159th Street, by the Illinois Department of Transportation, has been completed. As part of the roadway improvement project, IDOT provided the Village of Homer Glen with several options during the design phase of the project, including whether or not to include street lights, whether or not to include a bike trail(s) and/or sidewalk(s) and whether or not to include landscaped or concrete medians.

The Village chose to include street lights at the two Bell Road intersections, as well as the Parker Road intersection. The Village also chose to include a 10-foot bike trail on the north side of 159th Street and a 5-foot concrete sidewalk on the south side of 159th Street. And finally, the Village chose to include landscaped medians over concrete medians. As part of the agreement with IDOT for the landscaped medians, bike trails and sidewalks, it
is up to the municipalities, or the Township in unincorporated areas, to maintain these facilities.

In a previous PS&S meeting, it was discussed that the Village and the Homer Township Road District, should potentially hire a landscape maintenance contractor to maintain the 159th Street corridor, and that the Village and HTRD potentially enter into an intergovernmental agreement to share the cost of the contracted maintenance work, for those areas under their jurisdiction. In further discussions, it was also suggested to include the City of Lockport in this IGA, as they also currently maintain property along 159th Street, between Cedar Road and Gougar Road. The goal of the IGA would be that, as properties are annexed into each of the municipalities along 159th Street, the responsibility to maintain those areas, including the cost, would shift from the HTRD to each of the responsible municipalities. Staff continues to work with the Homer Township Road District, the City of Lockport and the Village attorney to complete these agreements.

Village staff prepared a Request for Proposals for the 159th Street Lawn Mowing and Landscape Maintenance work. The RFP was originally advertised for bid on June 9, 2020, with bids received and opened on June 23, 2020. One bid was received. However, the bid was later withdrawn by the contractor. As a result, the Village re-advertised the project. On July 23, 2020 the RFP was advertised, with the requirement that bids would be received and opened on August 5, 2020. A summary of the two bids received is provided below:

**Beary Landscape Maintenance**

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020 Season</td>
<td>$17,758.00</td>
</tr>
<tr>
<td>2021 Season</td>
<td>$46,400.00</td>
</tr>
<tr>
<td>2022 Season</td>
<td>$46,400.00</td>
</tr>
<tr>
<td>Additional mowing, As Needed</td>
<td>$1,450.00</td>
</tr>
<tr>
<td>Over Seeding / Reseeding, As Needed, Per Sq.Yd. (Min $250.00)</td>
<td>$7.50</td>
</tr>
<tr>
<td>The 3-Step Herbicide Program (Fall Application Only 2020 Season)**</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>The 3-Step Herbicide Program (2021 Season)**</td>
<td>$4,500.00</td>
</tr>
<tr>
<td>The 3-Step Herbicide Program (2022 Season)**</td>
<td>$4,500.00</td>
</tr>
<tr>
<td>** Alternate Items</td>
<td></td>
</tr>
</tbody>
</table>

**Christy Webber & Company**

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020 Season</td>
<td>$58,600.00</td>
</tr>
<tr>
<td>2021 Season</td>
<td>$133,628.00</td>
</tr>
<tr>
<td>2022 Season</td>
<td>$137,628.00</td>
</tr>
<tr>
<td>Additional mowing, As Needed</td>
<td>$64.00/hr</td>
</tr>
<tr>
<td>Over Seeding / Reseeding, As Needed, Per Sq.Yd.</td>
<td>$15.00</td>
</tr>
<tr>
<td>The 3-Step Herbicide Program (Fall Application Only 2020 Season)**</td>
<td>$2,153.00</td>
</tr>
<tr>
<td>The 3-Step Herbicide Program (2021 Season)**</td>
<td>$10,764.00</td>
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<td>The 3-Step Herbicide Program (2022 Season)**</td>
<td>$11,100.00</td>
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<tr>
<td>** Alternate Items</td>
<td></td>
</tr>
</tbody>
</table>
Staff recommends approval of the proposal from Beary Landscape Maintenance, including the Alternate 3-Step Herbicide Program. In addition, at the staff’s direction, the Village Attorney has drafted the attached contract/agreement, for execution upon approval by the Village Board.

**Budget Implications:** The maintenance costs for the 159th Street corridor, between Will-Cook Road and Gougar Road, will be paid out of the Village’s Capital Improvement fund acct #72.00.85.670 for 159th Street Improvements.
AGREEMENT FOR LANDSCAPING SERVICES

This Agreement for landscaping Services ("Agreement") made this ___th day of __________, 2020, between the Village of Homer Glen, an Illinois Municipal Corporation, ("Village"), and ____________ ("Contractor").

WHEREAS, the Village has sought proposals from prospective service providers to provide lawn mowing and landscape maintenance within the 159th Street right-of-way, from Will Cook Road to Gougar Road; and

WHEREAS, the Village has determined that Contractor is the lowest responsible bidder to provide said services; and

WHEREAS, the Village and Contractor desire to enter into this Agreement in order to set forth their respective rights and responsibilities.

NOW, THEREFORE, in consideration of the covenants herein contained, it is agreed by and between the parties as follows:

1. Services Provided. Contractor shall provide and perform general lawn mowing and landscape maintenance for all landscape areas within the 159th Street right-of-way, from Will-Cook Road to Gougar Road, providing a neat appearance. The services shall include but not be limited to:
   - Providing lawn mowing services for all identified landscape areas within the 159th Street right-of-way, from Will-Cook Road to Gougar Road.
   - Performing landscape maintenance for all identified landscape areas within the 159th Street right-of-way, from Will-Cook Road to Gougar Road.
   - Installing mulch in all landscape areas within the 159th Street right-of-way, from Will-Cook Road to Gougar Road.
   - Installing a 3-step herbicide program in all landscape areas within the 159th Street right-of-way, from Will-Cook Road to Gougar Road.

The project specifications are more specifically described in the attached Exhibit A and incorporated herein by reference. The services shall be performed in a workmanlike manner that shall comply with all Federal and State of Illinois laws, county and municipal codes, ordinances, rules and regulations that in any manner affects the services to be provided.

2. Term. This Agreement shall commence on __________, 2020 and terminate ____________, 202__.

3. Payment. The Village shall pay Contractor pursuant to the payment schedule
described in the attached Exhibit B and incorporated herein by reference. The Contractor shall submit invoices for payment at the address set below. Payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 55 ILCS 505/1, et. seq.

4. **Intergovernmental Agreement.** The Village has entered into an Intergovernmental Agreement with the Homer Township Road District and the City of Lockport whereby the Village will procure landscaping services that will service all three municipalities along identified landscape areas within the 159th Street right-of-way, from Will-Cook Road to Gougar Road. The Contractor will be performing services in all three jurisdictions.

5. **Indemnification.** Contractor shall indemnify and hold harmless the Village, its officers, employees, agents and volunteers from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys' and paralegals' fees and court costs), arising out of or resulting from the performance of the services to be provided; provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom; and (ii) is caused in whole or in part by any wrongful or negligent act or omission of Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts it may be liable, except to the extent it is caused in whole or in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. Contractor shall also protect, indemnify and hold and save harmless the Village, its officers, employees, agents and volunteers against and from any and all claims, causes, actions, and expenses, including but not limited to legal fees incurred by reason of Contractor breach of any of its obligations under, or default of, any provision of this Agreement.

6. **Insurance.** Contractor shall provide the insurance coverage set forth below, and deliver to Village certificates of insurance upon request:

   A. **Commercial General and Umbrella Liability Insurance (CGL):**
      (i) $1 million per occurrence
      (ii) $2 million aggregate

   B. **Professional Liability Insurance**
      (i) $1 million per occurrence
      (ii) $1 million annual aggregate

   C. **Auto Liability**
      (i) $1 million per occurrence Combined Single Limit or
      (ii) $1 million bodily injury per occurrence
      (ii) $500,000 property damage
All Certificates of Insurance shall include the Village of Homer Glen as additional named insured, as well as the Village’s officers, agents, employees and volunteers.

7. **Relationship of the Parties.** Contractor is and shall remain an independent Contractor. Nothing contained in this Agreement shall be construed to create an agency, employment relationship, or partnership between the parties. Contractor shall not, at any time, directly or indirectly, act as an agent, servant, or employee of the Village, nor shall it make any commitments or incur any liabilities on behalf of the Village without its express written consent. Contractor shall be responsible for: (a) the supervision, control, compensation, and health and safety of its own personnel; (b) the payment of all federal, state, and local taxes and all appropriate deductions or withholdings; (c) the payment or provision of any unemployment insurance benefits, state disability benefits, vacation, overtime or holiday pay, health, medical, dental or group insurance or any pension or profit sharing; and (d) obtaining any applicable business or other commercial licenses.

8. **Confidentiality.** Contractor agrees to keep and maintain all books and records and other recorded information required to comply with any applicable laws, including but not limited to the Prevailing Wage Act. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the written consent of the Village. Contractor further agrees to keep as confidential any information belonging or relating to the Village which is of a confidential nature, including without limitation information which is proprietary, personal, required by law to be confidential, or relates to the business, operations or accounts of the Village. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the Freedom of Information Act or if already previously disclosed by a third party. Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the “Act”) places an obligation on the Village to produce certain records that may be in the possession of Contractor. Contractor shall comply with the record retention and documentation requirements of the Local Records Act, 50 ILCS 205/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act and the Act (complying in all respects as if the Contractor was, in fact, the Village). Contractor shall review its records promptly and produce to the Village within ten five (5) business days of contact from the Village the required documents responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the Village to extend the time do so, and the Village will, if time and a basis for extension under the Act permits, consider such extensions.

8. **No Assignment.** Neither this Agreement, nor any of the rights and obligations arising under this Agreement, may be assigned by either party without the written consent of the other party.

9. **Subcontracting.** Contractor shall not be permitted to subcontract these services to another service provider without the written approval of the Village.

10. **Entire Agreement.** Both parties acknowledge that they have read this Agreement,
understand it, and agree to be bound by its terms and further agree that this entire agreement between the parties hereto which supersedes all prior agreements, written or oral, relating to the subject matter hereof. No modification or waiver of any provision shall be binding unless in writing signed by the party against whom such modifications or waiver is sought to be enforced.

11. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws provisions. Any legal action or proceeding relating to this Agreement shall be instituted in the Circuit Court of Will County, Illinois. The Village and Contractor agree to submit to the jurisdiction of, and agree that venue is proper in, said court in any such legal action or proceeding.

12. **Attorney’s Fees.** If litigation arises pursuant to this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the prevailing party.

13. **Notice.** Any notice required by this Agreement shall be sent by certified mail, return receipt requested, with sufficient postage attached thereto, and shall be deemed given on the date of receipt and shall be sent as follows:

Notice to the Village shall be addressed as follows:

Village of Homer Glen  
Attention: __________________________  
14240 W. 151st Street  
Homer Glen, IL 60491

Notice to Contractor shall be addressed as follows:

__________________________
__________________________
__________________________

14. **Severability:** In the event that any Court of competent jurisdiction finds or declares any word, phrase, clause, sentence, paragraph, provision or section of this Agreement to be void or unconstitutional, the remaining provisions of this Agreement shall continue in full force and effect.

{signature page follows}
IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed as of the date first above written.

VILLAGE OF HOMER GLEN,
an Illinois municipal corporation

By:_____________________________________
   Its authorized agent

_____________________________________
   Its President
Exhibit A

PROJECT SPECIFICATIONS

Detailed Specifications: This project will include the mowing and maintenance of the 159th Street right-of-way, from Will-Cook Road to Gougar Road, installation of mulch in all planting beds and around all trees, and installation of a 3-step herbicide program for weed control and fertilization. The Contractor will be responsible to provide the necessary supervision, labor, materials and equipment to safely provide lawn mowing and landscape maintenance services, within the 159th Street right-of-way, to the Village of Homer Glen, at the frequency and locations identified in these specifications. This includes the inspection of the areas to be maintained in advance of mowing operations, and the collection and removal of debris. All specification of the Lawn Mowing and Landscape Maintenance shall be completed in an attractive, professional, and workmanlike manner.

Scope of Work: Contractor shall perform the maintenance, furnish all labor, equipment, and supplies for the scope of work described below for the specified properties (see attached maps). At the beginning of each season, and before each cutting, all debris will be collected, removed, and disposed of from all turf areas prior to mowing by the contractor. Mowing of lawn will be performed and completed at according to the Schedule of Prices contained within Exhibit B.

Mowing: Mowing will follow the 159th Street right-of-way, from Will-Cook Road (west half) to Gougar Road (east half), and will include the following areas:

1. All landscaped medians
2. All areas between the back of curb and the front of the asphalt trails (north side) and concrete sidewalks (south side)
3. A three (3) foot strip behind the asphalt trails and concrete sidewalks.
4. All curb lines or edge of pavement identified in red, on the attached Mowing Limits Exhibit, shall be mowed six (6) feet back from the back of curb or edge of pavement, to the limit(s) identified in the exhibit.

RIGHT-OF-WAY (ROW) CUTTING - All ROW areas shall be mowed weekly, beginning on or about April 15 to June 30, then bi-weekly for the period between July 1, to September 15, then weekly for the period between September 15 to the last cut on or about November 15. Areas to be mowed will be maintained at a height of four-inches (4”) throughout the growing season, unless otherwise directed by a Village representative.

Grass next to light poles, trees, any permanent objects etc., shall be mechanically trimmed to the same height as specified above at the time of each mowing. All debris and litter shall be removed prior to cutting. All grass clippings and debris, shall be removed from the sidewalks, parking lots, and streets etc. at the time cutting takes place.

Lawn mower blades shall be clean and kept sharp and well-adjusted to provide a clean cut.
Cutting grass too closely (scalping) shall be avoided. Mowing patterns shall be changed regularly to avoid rutting. Mowing shall be done optimally when the grass is dry, however, mowing wet turf is acceptable. Bagging is not required, and grass clippings may be left on the grass providing no readily visible clumps remain on the grass surface after mowing. A second mow may be required to recycle the clippings at no cost to the Village if they become unsightly. If clippings are excessive or diseased, they shall be removed after mowing to enhance overall turf appearance and to prevent matting, clumping and thatch buildup. In the case of fungal disease outbreaks, clippings will be collected and disposed off-site until the disease is controlled. Clippings disposal off-site will be at the expense of the Contractor.

**Landscape Maintenance:** Landscape maintenance will include the following services: power edging, weeding, sweeping or blowing sidewalks free from grass clippings, and the collection and removal of debris from all mowing locations.

a) Landscape beds shall be kept free of weeds for the duration of this contract. Any weeds found within the bed shall be removed. Poison ivy shall be sprayed and removed.

b) Gravel areas behind the back of curb or edge of pavement, including those areas containing guard rails, shall be kept free of grass or weeds for the duration of this contract.

c) All plants in the landscape beds shall be pruned in accordance with ANSIZ133.1 standards. Pruning shall be completed in the spring, fall, and late fall for winterization. Prune all other shrubs after dormancy to rejuvenate old canes and stems. Approximately one quarter (¼) of the stems shall be trimmed to two to three inches (2”-3”) above the ground. Remove the largest and oldest stems first.

d) Remove dead plant material. Notify the Village of Homer Glen of the date, type of plant, and location of removal within five (5) working days of removal.

e) Remove all trash from beds.

f) Rake leaves from all landscaped areas bi-weekly and remove leaves from the site beginning the last week in September, as needed.

g) Using an edger, edge all lawn areas, plant beds, tree rings, and where lawn abuts any hard surfaces such as concrete, asphalt, pavers, cobble edges and gravel paths. Lawn edging cannot be done with a string trimmer. Estimate three (3) occurrences per year.


i) Deadhead perennial flowers to promote more flowering. Pinch back perennial flowers to promote more dense flowering. Cut back perennials to promote new growth from the base of the plants. Deadhead roses to promote new blossoms.

The final appearance after mowing and maintenance shall present a neat appearance.

**Mulching:** Mulching at all locations in this contract will be completed annually to a depth of 2 to 3 inches in these areas. The mulching schedule will be done at an agreed upon time. The mulch material used for this operation shall be brown, shredded hardwood dyed mulch. Mulch shall be applied to all perennial, shrub and tree beds. Turning the mulch should be done at least
once during the season to rejuvenate the area and freshen the appearance. Turning schedule shall be at the direction of the Village’s Facilities Manager or his designee. See the attached 159th Street Landscape Plan for all trees, shrubs and other plants, as well as any mulched planting areas or planting beds.

**Seeding:** From time to time, it may become necessary to reseed or over-seed certain areas of the landscaped medians or right-of-way. Seeding will be considered extra work and will be performed at the direction of the Village, with a Village approved seed mix, based on a per square yard unit price, provided by the firm on page 18 of the RFP.

**3-Step Herbicide program:** Contractor will provide a 3-step herbicide system to control weeds and fertilize. Weed killer along with weed and feed shall be applied 3 times per year at all locations. Notification of these applications shall be provided to the Facilities manager or his designee 72 hours in advance of the application operation. All chemical applications shall be performed by licensed individuals. Fertilizer formulation shall be as follows: Spring= 15-0-3 with crabgrass control, Late Spring/ early summer =15-0-3 with broadleaf and grub control, and Fall = 24-0-12.

**Hours of Operation:** The Contractor shall accomplish all lawn maintenance required under the contract during the hours allowed by the Village code which are: Work days: 7:00 a.m. to 7:00 p.m. Saturdays: 7:00 a.m. to 7:00 p.m. Sundays and legal holidays: 8:30 a.m. to 5:00 p.m. The Facilities Manager may grant permission to perform contract maintenance at other hours. All work shall be completed in a continuous manner, whereby the mowing, edging, trimming, etc., be completed before leaving the job site.

**Frequency and Scheduling:** Weather permitting the contractor should try to schedule the lawn mowing and landscape maintenance on the same day each week. Contractor must notify the Facilities Manager or his designee of their work schedule, to allow for inspection of maintenance work as needed. Frequency of mowing may increase or decrease in dry or wet periods by direction of the Facilities Manager or his designee. During the dry period, it may become necessary to skip bi-weekly mowing and/or landscape maintenance in specific areas. It is the responsibility of the Contractor to contact the Facilities Manager or his designee no later than the Thursday prior to the mowing week to get approval to continue to work. If the Contractor deviates from the established mowing schedule the Contractor is required to contact the Village of Homer Glen 24 hours before each day’s work begins. Contractor will be notified of special events throughout the year and adjustments may need to be made to accommodate the schedule.

Mowing cycles shall commence on or about April 15 of each year, budget permitting, and continue through November 15, subject to conditions. The estimated number of occurrences is between twenty (20) and thirty (30) per year. The Contractor shall inspect sites on a weekly basis

**Public Safety:** All equipment, safety devices and machinery shall be maintained in accordance with existing Illinois State Law (including OSHA) and all technicians should be trained and certified according to their job description.
a) The importance of following correct safety procedures is emphasized. The Village reserves the right to disallow payment for any work performed where the proper safety precautions are not followed.

b) The safety of the public and the convenience of traffic shall be regarded as prime importance. Unless otherwise provided herein, all portions of streets shall be kept open to traffic.

c) The Contractor shall take all reasonable precautions for the safety and reasonable protection to all of their employees and other persons and property to prevent damage, injury or loss to same.

d) Only EPA approved chemicals will be permitted near waterways throughout the Village.

Protection of Property: All reasonable precautions shall be taken with mowing equipment to avoid obstructions such as trees, shrubs, utility boxes, signage, irrigation systems, buildings, etc., and the Contractor shall be responsible for damage caused by its operations. Additionally, care will be taken to protect public and private property such as pavements, sidewalks, lawns, fences, bushes, trees, shrubs, buildings and other property from undue damage. If the Facilities Manager determines that the Contractor has unnecessarily damaged or destroyed property, the Contractor will be notified in writing of the specific nature of the damage and the cost of repair. Damage shall be repaired or replaced to the satisfaction of the Village at the Contractor’s expense. The Village will, at its option, reduce payment by the amount of the repairs to the Contractor.

Accident Reporting: All accidents occurring on the job which damage public or private property, result in injuries to workers or other persons, or damage to utilities shall be promptly reported to the Will County Sheriff’s Department and to the Facilities Manager.

Equipment and Vehicles: The equipment, vehicles and trailers used by the contractor shall be in good repair and made available to inspection by the Village upon request. All equipment should have the necessary safety features to complete the mowing. Individuals performing the work shall have adequate training and personal protection equipment to safely complete work outlined in the scope above. All vehicles shall be clearly labeled with the contractor’s name and phone number.

Water Usage: The contractor shall notify the Village in advance, for the use of any water, obtain a water meter from Illinois American Water Company, and meter all water usage during the performance of work under this Agreement.

Additions and Deletions: The Village reserves the right to add or delete new locations to the Agreement with 10 days-notice to the Contractor. Additions will be priced according to similar size areas already in the Agreement.
Exhibit B

Price Schedule
AGENDA SUPPLEMENT SHEET

**Agenda Item Number:** I.5

**Village Board Meeting Date:** August 12, 2020

**Committee Meeting Dates:** June 3, 2020, August 5, 2020-PS&S

**Item Title:** Consider for Approval the Installation of Temporary Traffic Calming Devices (speed bumps) on Heritage Circle.

**Committee Recommendation:** The Public Services and Safety Committee recommended approval of installing speed bumps in Heritage Circle.

**Staff Contact:** Village Manager Karie Friling

**Background Information:** The Village Manager has received numerous requests from staff members to address the speeding through the ring road, as many employees have almost been hit by speeding cars. Additionally, this street is not a typical street in the Village. While it is legally a dedicated road, it is also a parking lot and a park. The road bisects the park and co-mingles both automobiles, cyclists, and pedestrians throughout the entire area. Staff has witnessed pedestrians and bikers almost hit by cars speeding through the ring road. The posted speed limit is 15 mph.

The temporary speed bumps were purchased by the Village years ago, with consultation with the Fire Districts. The Fire Districts and road crews have tested the speed bumps on various types of equipment. If installed, they would only be utilized during the warmer months when activity is at its highest. They would be removed during the winter. Due to ongoing construction in Heritage Park the speed bumps would be temporarily installed at three locations on Heritage Circle (attached). Warning signage would also be installed.

**Motion for Consideration:** Is there a motion to recommend for approval the installation of temporary traffic calming devices, (speed bumps) on Heritage Circle?
NOTES:
1. USE SHEET LEG-IG FOR GENERAL NOTES AND LEGENDS.
2. ALL LUMINAIRES SHALL BE TYPE E UNLESS OTHERWISE INDICATED.
Agenda Item Number: I.6

Village Board Meeting Date: August 12, 2020

Item Title: Consider for Approval the Extension of Rules & Guidelines for Outdoor Dining for Restaurants to be Effective through December 1, 2020.

Motion for Consideration: Is there a motion to approve the extension of rules & regulations for outdoor dining for restaurants to be in effect through December 1, 2020?

Background Information: At the May 27 Village Board Meeting, the Board approved rules and regulations for restaurants to expand outdoor dining in response to the Governor’s Executive Order. The regulations have allowed local restaurants to open existing outdoor patios, as well, as expand into appropriate parking lots. The program has worked well, and at the June 24 Board Meeting, the Village Board extended the outdoor dining regulations to be in effect through Labor Day on September 7, 2020.

As Labor Day approaches, Village staff recognized that the outdoor seating regulations would likely be needed beyond September 7, as Illinois remains in Phase 4 of the Recovery Illinois plan.

As the weather cools, restaurants may want to use heating devices outside. Any heating devices that a restaurant uses outdoors must be reviewed and approved by the Building Department.

Habano Cigar Lounge has also requested to be given the same consideration and extension for their temporary outdoor seating.

Budget Implications: The opening of outdoor seating will provide much needed revenue to the Village.
20/20 Economic Recovery Plan for Homer Glen

Rules and Guidelines for Outdoor Dining for Restaurants

Effective through December 1, 2020, the following guidelines, rules and requirements will govern outdoor dining for restaurants in Homer Glen.

Regulations:

• The outdoor dining will be in conjunction with food service. Alcohol can only be sold with food.

• Tables shall be spaced to allow a minimum 6-foot separation. Public seating and eating areas shall be reduced or reconfigured to allow for a minimum separation of 6 feet.

• The outdoor dining area shall be closed no later than 10 p.m. Sunday through Thursday, and no later than 12 a.m. Friday and Saturday.

• The outdoor dining area shall not disturb the quiet enjoyment of nearby properties.

• Outdoor dining areas may use awnings, tents or other top coverings that meet minimum village guidelines.

• Outdoor bar areas are prohibited.

• Masks will be required by dine-in guests to enter the restaurant's premises for bathroom visits and takeout orders.

• All customer-facing employees shall wear masks.

• No groups of more than 10 people, including children, will be allowed. People in the same party seated at the same table would not have to be 6 feet apart.

• Outdoor dining shall be limited to 50% of normal occupant load of the interior restaurant. Adequate parking for patrons must be provided, without negatively impacting adjacent businesses, as determined by the Village’s Building Official.

• Restaurants shall comply with all ADA/Accessibility requirements.

• Restaurant tenants must get permission from their landlord to use parking lots for outdoor seating.

• Outdoor seating in parking lots will require a safety inspection from the Village, prior to opening.

• Outdoor noise will be governed by the Village’s noise ordinance.

• Outdoor heating devices need to be reviewed and approved by the Building Department.
Procedures:

For restaurants that want to utilize existing parking lots for outdoor dining, the following procedures will be required:

- A site plan should be submitted to the Village’s Building Department for review. If a business needs assistance with the site plan or has questions, the building department staff will be available to meet on-site with the business to discuss options and village requirements.
- Each restaurant will be issued a temporary outdoor dining permit (free) for use of the expanded area, per the approved site plan.
- The Village and the Township Highway Department are offering the use of free barricades for restaurants. Restaurants that are in need of barricades can contact either the Building Department or the Highway Department to arrange for delivery.
AGENDA SUPPLEMENT SHEET

Agenda Item Number: J.1

Village Board Meeting Date: August 7, 2020

Workshop Item Title: Discussion of Proposed Sewer and Water Tap-On Fees and Impact Fees.

Item for Discussion: Proposed Sewer and Water Tap-On Fees and Impact Fees.

Staff Contact: Development Services Director Salamowicz

Background Information: The information below is an overview that was provided to the Administration and Finance Committee in July. The workshop presentation will go into additional detail and explanation of the proposed fees.

As the Board is aware, the Village recently completed construction of the 159th Street Water Main and the Fiddyment Creek Sanitary Sewer, to service properties along 159th Street, between Cedar Road and Gougar Road. The Village Board chose to construct both the sewer and water mains in this area to spur the development of properties along 159th Street, which is a major commercial corridor for the Village of Homer Glen.

Now that these facilities have been completed, the next step is to determine what fees will be charged to future users of these two facilities. There are two basic components of the sewer and water fees that the Village of Homer Glen will be looking at, for new users connecting to the new Fiddyment Creek Sanitary Sewer and the 159th Street Water Main. These same fee structures can also be used in the future, in other areas of the Village, as additional sewer and water infrastructure is added to the Village’s system. The two basic components are Impact Fees and Tap-On Fees. Impact Fees are designed to recapture/recover all or a portion of the cost, for materials and labor, for constructing new infrastructure and/or connecting a customer to the nearest wastewater or drinking water system(s). Tap-On Fees in general, are typically associated with developing or increasing the capacity of the system to accommodate future customers and demand on the Utility’s wastewater and drinking water systems, as well as potential repairs, maintenance and upgrades to the existing system.
To date, the total cost to complete the Fiddyment Creek Sanitary Sewer and the 159th Street Water Main are $4,231,253.67 and $1,460,877.95 respectively.

**Impact Fee – Fiddyment Creek Sanitary Sewer**

There are a couple of different methods that can be used to calculate the Impact Fee for the Fiddyment Creek Sanitary Sewer. This includes an area-based calculation, which takes into account the amount of land a property owner or developer has, within the service area of that specific utility, and a Population Equivalent (PE) based calculation, which takes into account the capacity of the sewer system to be used by the development.

The first method is an area-based Impact Fee (Sanitary). For this method, staff calculated the number of acres for the area served by the new sanitary sewer. Thus, the area-based Impact Fee is the overall cost to construct the sanitary sewer, divided by the number of acres of land within the service area. This results in a Impact Fee (Sanitary) cost per acre.

An example of the area-based Impact Fee (Sanitary) is as follows:

| Fiddyment Creek Sanitary Sewer Cost        | $4,231,253.67 |
| Total Sanitary Sewer Service Area          | 1,269.38 Acres |
| Impact Fee (Sanitary) Per Acre             | $3,333.32     |

The above example is based on the total service area for the sanitary sewer, which is 1,269.38 acres. Included in this total is the Forest Preserve District of Will County’s property, which is 282 acres, and the existing residential subdivisions located within the overall service area (Cedar Brooke, Cedar Glen, Cinnamon Creek, Glenview Walk Estates, Mallard Lake Estates, School’s Trustees, Shady Lane and Truhlars subdivisions). However, since it is unlikely that the FPDWC property will ever be developed, and the existing residential subdivisions are currently served by either Illinois American Water Co. or private well and septic systems, it is not anticipated that any Impact Fees will be recovered from these areas.

The second method is a Population Equivalent or PE-based Impact Fee. For this method, you first need to understand what Population Equivalent means. It is a typical design assumption that each person will use approximately 100 gallons of water per person per day. Thus, one PE is equal to 100 gallons of water used or wastewater generated per person per day.

The following design criteria is helpful in estimating the population equivalent of typical residential buildings:

Page 2 of 6
Studio Apartment 1 person
1 Bedroom Apartment 1.5 persons
2 Bedroom Apartment 3 people
3 Bedroom Apartment 3 people
Single Family Home 3.5 people
Mobile Home 2.25 people

Thus, as an example, a typical single-family residential subdivision will have a PE of 3.5 multiplied by the number of homes in the subdivision. It should be noted that, commercial or retail developments can have a much higher PE, based on the various uses, such as hotels, restaurants and car washes.

The new Fiddyment Creek Sanitary Sewer was designed to convey an average flow of 708,974 Gallons Per Day (GPD). This is equal to a Population Equivalent (PE) of 7,090, where again each person is typically attributed to using 100 gallons per person per day. Thus, the PE-based Impact Fee is the overall cost to construct the sanitary sewer, divided by the design capacity in PE of the sanitary sewer. This results in an Impact Fee (Sanitary) cost per PE.

An example of the PE-based Impact Fee (Sanitary) is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiddyment Creek Sanitary Sewer Cost</td>
<td>$4,231,253.67</td>
</tr>
<tr>
<td>Total PE Design Capacity of the Sanitary Sewer</td>
<td>7,090 PE</td>
</tr>
<tr>
<td>Impact Fee (Sanitary) Per PE</td>
<td>$596.79</td>
</tr>
</tbody>
</table>

The design capacity of the Fiddyment Creek Sanitary Sewer, using the residential criteria above, is equal to approximately 2,025 single family homes. However, as noted, commercial and retail developments, such as restaurants, gas stations/car washes, hotel/motels and manufacturing facilities can result in much larger population equivalents. As a result, they can use up to a significant amount of the capacity of the new sanitary sewer. Thus, the Board may want to consider an additional fee for developments that have a greater PE impact, versus the typical residential zoning district, such as the R3 District.

The R3 zoning district is somewhat of a middle of the road zoning, which would accommodate approximately 1.5 homes per acre, after taking into account, land used for roads, open space, storm water management, etc. This would equate to a PE of 5.25 per acre. Thus, if the Board chose to include an additional fee for heavier demand uses of the new sanitary sewer, the additional per PE fee of $596.79 (or whatever the Board chooses) can be assessed on the development(s) that exceed the 5.25 per acre PE.
**Impact Fee – 159th Street Water Main**

Staff reviewed multiple options for the calculation of the Impact Fee for the 159th Street Water Main. This included the linear footage of the properties fronting 159th Street, as well as the acreage of property directly tributary to the 159th Street Water Main. It was determined that, by using the linear footage method, that several properties that do not directly front 159th Street, would not be included in the calculation. Thus, the properties directly fronting the water main would be paying a disproportionate amount for the Impact Fee. Thus, the basic Impact Fee is the overall cost to construct the water main, divided by the number of acres in the service area, which also includes the FPDWC properties. It should be noted that it is unlikely that the FPDWC property will be developed, with the exception of some sort of recreational amenities or trail head. Therefore, recovery of the Impact Fee from the FPDWC will likely not occur.

The resulting Impact Fee (Water) cost per acre is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>159th Street Water Main Cost</td>
<td>$1,460,878.00</td>
</tr>
<tr>
<td>Total Water Main Service Area</td>
<td>268 Acres</td>
</tr>
<tr>
<td>Impact Fee (Water) Per Acre</td>
<td>$5,451.04</td>
</tr>
</tbody>
</table>

It should be noted that the Impact Fees for both Sewer and Water, as identified above, are specific to the Fiddyment Creek Sanitary Sewer and the 159th Street Water Main. Impact fees for other service areas, if necessary, would need to be calculated based on the infrastructure costs for those specific utilities and areas.

**Tap-On Fee**

Tap-On Fees in general, are typically associated with developing or increasing the capacity of the wastewater and drinking water systems to accommodate future customers and demand, as well as account for potential repairs, maintenance and upgrades to the existing system, such as new water mains, fire hydrants, water towers, lift-stations/force-mains and sewer lines.

The Village of Homer Glen is unique in that, with the exception of the new Fiddyment Creek Sanitary Sewer and the 159th Street Water Main, the Village does not currently own the local sanitary sewer or drinking water distribution systems. These are privately owned by Illinois American Water Company. As a result, typical tap-on fee costs associated with the maintenance, upgrades and expansion of such items as waste water treatment plants, water towers and chlorination equipment, will not need to be included at this time. However, should the Village acquire these facilities at a later date, the tap-on fees will need to be reviewed and revised as necessary.
Since the Village does not have the need to address the maintenance, upgrades and expansion of those major system facilities, the Village should consider concentrating on major maintenance and expansion of the newly completed facilities, as well as the expansion of new facilities in gap areas, where services are currently unavailable. Of the gap areas that are included in the comprehensive plan update, which is currently taking place, two locations should be considered viable for completion, as part of a potential 5 to 10-year Capital Improvement program. These are sewer and water line extensions to the intersections of 143rd Street & Lemont Road and Cedar Road & Bruce Road.

The Village is currently working with the owners of the Speedway gas station, located at the southeast corner of 143rd Street & Lemont Road, to potentially run sewer and water lines to this intersection. These new sewer and water lines will connect into the City of Lockport’s adjacent sewer and water systems, near the intersection of 147th Street & Lemont Road. Like the Fiddyment Creek Sanitary Sewer, the Village of Homer Glen would own the lines, with the Village purchasing bulk water from the City of Lockport and with the City of Lockport treating the sewage. The bulk of the construction costs are anticipated to be borne by Speedway, with the Village of Homer Glen responsible for costs associated with upgrading the system to handle the additional service area of approximately 123 acres, surrounding the intersection.

The second location for potential sewer and water line extensions is the intersection of Cedar Road & Bruce Road, where there is approximately 338 acres of undeveloped property. In this location, it may be possible to either connect to the City of Lockport or IAWC for both sewer and water. As with the previous location, the Village would seek to own both the sewer and water lines and purchase bulk water and discharge sewage to either the City of Lockport or IAWC.

Below is a summary of the potential Tap-On fees for both sewer and water, based on estimated 5 to 10-year capital improvement costs for both sewer and water systems in the Village. This includes costs for potential maintenance and upgrades for the Fiddyment Creek Sanitary Sewer and the 159th Street Water Main. In addition, estimated costs have also been included for the extension of new sewer and water facilities at 143rd Street & Lemont Road and Cedar Road & Bruce Road. It needs to be understood that there are multiple variables to consider in determining potential Tap-On fees, and that the information provided below is based on assumptions for future improvements, including costs, and the best available information, at this time.
**Tap-On Fee for Sanitary**

<table>
<thead>
<tr>
<th>Area</th>
<th>PE</th>
<th>Future Improvements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiddyment Creek San. Sewer</td>
<td>1,270 Ac 6,667</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Cedar Road &amp; Bruce Road</td>
<td>338 Ac 559</td>
<td>$5,000,000.00</td>
</tr>
<tr>
<td>143rd Street &amp; Lemont Road</td>
<td>123 Ac 1,091</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>1,731 Ac 8,317</td>
<td>$7,000,000.00</td>
</tr>
</tbody>
</table>

**Tap-On Fee (Sewer) = $841.65 per PE**

**Tap-On Fee for Water**

<table>
<thead>
<tr>
<th>Area</th>
<th>PE</th>
<th>Future Improvements</th>
</tr>
</thead>
<tbody>
<tr>
<td>159th Street Water Main</td>
<td>268 Ac 1,407</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Cedar Road &amp; Bruce Road</td>
<td>338 Ac 559</td>
<td>$2,500,000.00</td>
</tr>
<tr>
<td>143rd Street &amp; Lemont Road</td>
<td>123 Ac 1,091</td>
<td>$500,000.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>1,746 Ac 3,057</td>
<td>$4,000,000.00</td>
</tr>
</tbody>
</table>

**Tap-On Fee (Water) = $1,308.47 per PE**

The attached Exhibit B provides a list of sewer and water Impact fees and Tap-On fees for several communities surrounding the Village. To provide a comparison, based on the above identified Tap-On fees for both sewer and water, a typical single-family home, with a PE of 3.5 would pay the following Tap-On fees:

- **Sewer:** $841.65 x 3.5 = $2,945.78
- **Water:** $1,308.47 x 3.5 = $4,579.65

As you can see from the exhibit, most communities do not incorporate a municipal Impact Fee. This is most likely due to the developers paying for the cost of the sewer and water systems, as part of the overall development. For some communities, the water tap-on fee rate is based on the size of the water service for the residential home or commercial/retail development. It should be noted that the typical water service size for a new single-family home is 1-inch.

**Budget Implications:** For FY21, the Village created a Water Management Fund, Fund 16 that will accommodate any revenues and expenditures relevant to these fees. The estimated revenue for the fund is $50,000 for FY21.