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. June 10, 2020
   2. July 22, 2020
   3. August 13, 2020
   4. August 26, 2020
   5. September 9, 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 September 25, 2020 through October 15, 2020 in the amount of $184,337.99.
   2. Consider for Approval Payment of the Village of Homer Glen’s August Legal Bills from Mahoney, Silverman & Cross, LLC in the Amount of $7,507.50.
   3. Consider for Approval a Motion to Waive the Formal Bidding Process and Accept the Proposed Agreement from Landscape Supply for the 2020 Fall Parkway Tree Planting in the amount of $47,554.00.
   4. Consider for Approval Payment of Invoice No. 2007 from The Kenneth Company for the Glenview Walk Park Project, in the amount of $85,345.00.
I. LEGISLATION AND ACTION ITEMS
   1. Consider for Approval a Proclamation Declaring October as OAKtober - Oak Awareness Month.
   2. Consider for Approval Ordinance No. 20-044, an Ordinance Assigning an Available Class B Liquor License (Restaurant and Bar) to Namada Group, LLC d.b.a. Game on Bar & Grill Located at, 15301 S. Bell Rd., Homer Glen.
   3. Consider for Approval Ordinance 20-047, an Ordinance Declaring Surplus Property and Authorizing Its Sale.
   4. Consider for Approval Changes to the HomerFest Site Location and Fireworks Launch Location and New Plans for Celebrating the Village’s 20th Anniversary in Conjunction with HomerFest.
   5. Consider for Approval the Installation of Crosswalk Pavement Markings on Eagle Ridge Drive at the Heritage Park Trail Entrance.
   6. Consider for Approval a Reduction of the Letter of Credit for the Goodlife Physical Therapy Development
to the new amount of $2,564.01, which will serve as the Development Warranty, in accordance with Village Code.

7. Consider for Approval an Engineering Agreement with HR Green, to Prepare Engineering Plans and Specifications for a Multi-Use Pedestrian Crossing, at Mackinac Road, to the Forest Preserve District of Will County’s Bike Trail, on the west side of South Bell Road, for a Not to Exceed Amount of $8,935.

8. Consider a Motion to Approve a Drainage License Agreement Between the Village of Homer Glen and the Forest Preserve District of Will County, for Drainage Work Related to the Oak Valley Subdivision.

9. Consider for Approval the New Marketing Brandmark and 90% Draft Brand Guidelines for the Village of Homer Glen.

J. WORKSHOP
   1. Discussion of COVID-19 Spending and CARES Act Reimbursement.

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

June 10, 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 June 10, 2020 by Mayor Yukich at 7:01 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 Sharon Sweas, Ruben Pazmino, Beth Rodgers, Broque Backal, Carlo Caprio and Keith Gray. Also present on behalf of the Village were Village Attorney Marjori Swanson, Administrative Analyst Matt Walsh, Economic Development Director Janie Patch, Chief Building Official Joe Baber, Development Services Director Mike Salamowicz, and Village Manager Karie Friling. Village Clerk Christina Neitzke-Troike was absent. A quorum was established.

D. APPROVAL OF AMENDMENTS TO THE AGENDA - None

E. MINUTES

1. Motion to approve the following closed session minutes, all of which shall remain sealed until future Board consideration and approval to release March 20, 2019 and September 11, 2019.

Trustee Sweas motioned to approve the closed session minutes and the release of the March 20, 2019 and September 11, 2019 minutes, second by Trustee Caprio.

Voice Vote:
Ayes: (6) Trustees Sweas, Gray, Caprio, Rodgers, Broque and Pazmino
Nays: (0)
Abstained: (0)
Absent: (0)
The Mayor did not vote.
The motion carried.

F. REPORTS AND COMMUNICATIONS FROM MAYOR AND OTHER OFFICERS

1) Mayor’s Report –

AVOID LONG EMISSIONS TESTING LINES

Bell Side 7 has been inundated with vehicles for emissions testing. Waiting time has been as long as 2.5 hours. Please call first. If the line is too long, go to the Joliet testing facility (3501 Mall Loop Drive). The Secretary of State has extended vehicle registration renewals for at least 90 days. A schedule has been set for people to test their vehicles which aligns with the Secretary of States extension. The extension dates can be found on the Village’s website.

2) Trustee Gray – The Community and Economic Development Committee will be moving their regular scheduled meeting to June 23. On June 23 there will be a Special Meeting of the Community and Economic Development Committee and Stakeholders for Branding Project - Schematic Designs.
3) **Trustee Backal** – On behalf on the Public Services and Safety Committee, at the June 3 meeting they met with the residents of Long Run Creek in regards to the flooding issues they have been dealing with and had an exchange of ideas to help remedy some of these flooding issues.

4) **Trustee Sweas** – On behalf of the Environment Committee, Community and Nature Harmony applications have been posted on the Village website and the Village’s official Facebook page. The Village of Homer Glen and the Environment Committee honor people who have demonstrated their commitment to the environment through the preservation of wildlife, habitat, preservation, restoration, and/or beautification of their property. July 15, 2020 is the deadline for nominations.

The Environment Committee has finalized the lighting postcard that will be sent to the businesses as a friendly reminder to check with the Village in regards to changes to lighting fixtures.

The Environment Committee will continue to promote July as Plastic Free Month.

The Environment Committee would also like to make the residents aware that they have a few openings available on their committee and if interested to please contact the Village.

5) **Trustee Caprio**- On behalf of the Public Services and Safety Committee, with the weather getting warmer, drivers please be vigilant with your speed when driving in your surrounding communities due to more walking traffic with kids and families being home and outdoors.

Thank you to the Will County Sherriff’s Department, Homer Township, Northwest Homer Township Fire Protection District and EMA for keeping the residents of Homer Glen safe and promoting public safety.

6) **Village Manager Friling** – The Village received the State of Illinois guidelines for the opening of phase 4 which will begin on June 26. Included with those guidelines are the rules for the reopening of the video gaming machines in our local restaurants. The Village will be informing our local restaurants with this information so they can submit their plans to reopen.

G. **PUBLIC COMMENT**

Shawn Wayne Felgenhauer, Homer Glen Resident on Zoom – Had questions regarding the swings in Heritage Park. The Mayor suggested they discuss the question during Item I.6.

H. **CONSENT AGENDA**

1. **The Accounts Payable for the Period of May 29, 2020 through June 11, 2020 in the amount of $121,297.29.**

2. **TRIA Architecture’s Invoices No. 3321 and No. 3322 for Heritage Park Architectural Services, in the amount of $104,340.36.**

   Trustee Gray motioned to approve the consent agenda, Trustee Caprio second.

   Trustee Gray noted that there have been questions regarding the TRIA invoices and wanted to note that these are payments from a contract that was approved back in February regarding the design phase of Heritage Park.
I. LEGISLATION AND ACTION ITEMS

1. **Motion to approve Resolution No. 20-006, a Resolution authorizing the release of Executive Session Minutes.**

   Trustee Caprio motioned to approve Resolution No. 20-006, Trustee Rodgers second.

   *The Mayor asked the Clerk to call the Roll:*
   Ayes: (6) Trustees Sweas, Gray, Caprio, Rodgers, Backal and Pazmino
   Nays: (0)
   Abstained: (0)
   Absent: (0)
   The Mayor did not vote.
   The motion carried.

2. **Motion to accept Mayor Yukich’s appointment of Chris Locacius as Vice-Chair of the Homer Community Festival Committee**

   Trustee Caprio motioned to approve the appointment, Trustee Rodgers second.

   *The Mayor asked the Clerk to call the Roll:*
   Ayes: (6) Trustees Sweas, Gray, Caprio and Rodgers and Pazmino
   Nays: (0)
   Abstained: (1) Trustee Backal
   Absent: (0)
   The Mayor did not vote.
   The motion carried.

3. **Motion to approve the Ace Pyro contract for the June 2021 Homer Fest Fireworks.**

   Trustee Sweas motioned to approve the contract, Trustee Gray second.

   Trustee Caprio noted that Ace Pyro Contract was great to work with and the Homer Fest Committee appreciated them for being willing to forward the payment for the fest this year to next year, considering the fest will be canceled for the 2020 year.

   *The Mayor asked the Clerk to call the Roll:*
   Ayes: (6) Trustees Sweas, Gray, Caprio, Rodgers, Backal and Pazmino
   Nays: (0)
   Abstained: (0)
   Absent: (0)
   The Mayor did not vote.
   The motion carried
4. **Motion to approve an agreement with USIC, Based on Option 2 Pricing, to perform Utility Locating Services for the Village of Homer Glen as part of the Joint Utility Locating Information for Excavators (JULIE) Program**

Trustee Gray motioned to approve the agreement, Trustee Backal second.

_The Mayor asked the Clerk to call the Roll:_
Ayes: (6) Trustees Sweas, Gray, Caprio, Rodgers, Backal and Pazmino
Nays: (0)
Abstained: (0)
Absent: (0)
The Mayor did not vote.
_The motion carried._

5. **Motion to approve Ordinance No. 20-020, an Ordinance authorizing the adjustment of Traffic Control Devices (Speed Limit Signs) on 151st Street, between Bell Road and Cedar Road, reducing the speed limit from 45 MPH to 35 MPH**

Trustee Caprio motioned to approve Ordinance No. 20-020, Trustee Rodgers second.

Trustee Backal addressed concerns with the amount of time residents would be notified of the speed limit change. He stated that the speed limit had been 45mph for a number of years and wanted to ensure that the residents would be notified of the change in advance so they would not be ticketed for going 45mph because they were unaware of the change.

Trustee Gray recommended amending the motion to reducing the speed limit from Will Cook Road to Cedar Road, instead of only changing it from Bell Road to Cedar Road. The Board agreed.

Trustee Caprio rescinded his original motion and made a motion to amend the Ordinance authorizing the adjustment of Traffic Control Devices (Speed Limit Signs) on 151st Street, between Will Cook Road and Cedar Road, reducing the speed limit from 45 MPH to 35 MPH, Trustee Rodgers second.

_The Mayor asked the Clerk to call the Roll:_
Ayes: (6) Trustees Sweas, Gray, Caprio, Rodgers, Backal and Pazmino
Nays: (0)
Abstained: (0)
Absent: (0)
Present: (0)
The Mayor did not vote.
_The motion carried._

6. **Motion to approve award of contract to Clauss Brothers, Inc. for the Heritage Park - Active Core Swings in the amount of $151,960.75.**

Trustee Backal motioned to approve the contract, Trustee Sweas second.

Homer Glen resident Shawn Wayne Felgenhauer was attending the meeting through Zoom and had concerns regarding the funds being spent on the swings for the park while dealing with COVID-19. Village Manager Friling stated that the funds for the swings were rolled over from last year’s budget. She also noted that the Village should be receiving State funds for the COVID-19 crisis.
The Mayor asked the Clerk to call the Roll:
Ayes: (6) Trustees Sweas, Gray, Caprio, Rodgers, Backal and Pazmino
Nays: (0)
Abstained: (0)
Absent: (0)
The Mayor did not vote.
The motion carried

7. Motion to approve Ordinance 20-021, an Ordinance amending Drug Paraphernalia [Article II Drug Paraphernalia of Chapter 155 (Public Safety) of the Code of the Village of Homer Glen.]

Trustee Caprio motioned to approve Ordinance No. 20-021, Trustee Gray second.

Trustee Caprio noted that these are amendments to the State Code and the Village is amending their code to be consistent with the State of Illinois.

The Mayor asked the Clerk to call the Roll:
Ayes: (6) Trustees Sweas, Gray, Caprio, Rodgers, Backal and Pazmino
Nays: (0)
Abstained: (0)
Absent: (0)
The Mayor did not vote.
The motion carried.

8. Motion to approve Ordinance No. 20-022, an Ordinance amending Possession of Cannabis [Article VI Possession of Cannabis of Chapter 155 (Public Safety) of the Code of the Village of Homer Glen.]

Trustee Gray motioned to approve Ordinance No. 20-022, Trustee Sweas second.

The Mayor asked the Clerk to call the Roll:
Ayes: (6) Trustees Sweas, Gray, Caprio, Rodgers, Backal and Pazmino
Nays: (0)
Abstained: (0)
Absent: (0)
The Mayor did not vote.
The motion carried.

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

Trustee Caprio motioned approve Ordinance No.20-023, Trustee Gray second.

Trustee Sweas asked for clarification regarding the Ordinance as far as allowing the off-premises sale of alcoholic beverages at restaurants in Homer Glen. Village Manager Friling explained that the State of Illinois, due to COVID-19, recently approved the sales and delivery of “to go” mixed drinks. Due to hardships on liquor license holders this would help the restaurants in Homer Glen and they would be following the same strict rules and regulations that the State of Illinois have put in place.

The Mayor asked the Clerk to call the Roll:
Ayes: (5) Trustees Sweas, Gray, Caprio, Rodgers and Backal
10. **Motion to approve Ordinance No. 20-024, an Ordinance Granting Approval of Modified Standards in Lieu of § 220-1005-E.2 of the Homer Glen Village Code for Temporary Signs through September 15, 2020 as part of the 20/20 Economic Recovery Plan for Homer Glen.**

Trustee Gray motioned to approve Ordinance No. 20-024, Trustee Rodgers second.

Trustee Sweas stated that she is in favor of the Ordinance to help out the local businesses but had concerns with businesses using feather banners. She noted she is not in favor of the use of feather banners because they cause clutter to the road ways and can be a distraction to drivers.

Mayor Yukich stated that per the Ordinance, the use of temporary signs is limited to ninety-one (91) days of display time per calendar year. Under the proposed modified standards, the number of sign display days used is not counted against the normal annual temporary business sign permit allowance (91 days). Additionally, code enforcement would follow up with businesses exceeding the number of allowed signs, the type of sign, improper placement of ground signs and other complaints related to these modified standards.

*The Mayor asked the Clerk to call the Roll:*
Ayes: (5) Trustees Gray, Caprio, Rodgers, Backal and Pazmino
Nays: (1) Trustee Sweas
Abstained: (0)
Absent: (0)
The Mayor did not vote.
*The motion carried.*

11. **Motion to approve Rules and Guidelines for Use of Heritage Park by Health & Fitness Businesses as part of the 20/20 Economic Recovery Plan for Homer Glen.**

Trustee Caprio motioned to approve the Rules and Guidelines, Trustee Backal second.

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

*The Mayor asked the Clerk to call the Roll:*
Ayes: (6) Trustees Sweas, Gray, Caprio, Rodgers, Backal and Pazmino
Nays: (0)
Abstained: (0)
Absent: (0)
The Mayor did not vote.
The motion carried.
J. WORKSHOP ITEM –

1. Discussion of Heritage Park Designs

Village Manager Friling stated that tonight’s workshop is a summary of all the previous meetings held in 2019 and 2020 regarding the future phases of Heritage Park construction. Tonight’s workshop is a discussion regarding design engineering of the project.

The workshop was led by Jim Petrakos from TRIA, Lori Vierow from JSD, Mike Kren (Project Manager) from TRIA and Ted Hamilton from HR Green. Jim Petrakos noted that schedule wise, they would like to be out to bid in September and stated that the initial goal was to get certain things done such as the mass grading before winter but have fallen behind due to the COVID-19 pandemic.

They gave a brief discussion on the following items:

Sled Hill – Lori Vierow discussed the signage options that would be used on each sled hill to let the residents or anyone visiting the park know the difficulty ratings for each area. The different signage options were bunnies, beginner, intermediate and expert.

Cul-de-Sac – Lori Vierow gave a brief update on the location of the lighting around the cul-de-sac.

Village Hall/Veteran’s Memorial – Lori Vierow gave an update of the replacement and installation of the sidewalks and paths along Village Hall. Mrs. Vierow also discussed options on accessing the Veteran’s Memorial if Veteran’s wanted to use the Veteran’s Memorial area for large gatherings or to celebrate Veteran’s Day. It was noted that they would be able to fit around 316 chairs for events in the Veteran’s Memorial area. The placement and location of each of the flags was discussed. The Veteran’s Memorial would also include columns that would represent the branches of military, Army, Navy, Marines and Air Force.

Village Green / Amphitheater – Lori Vierow gave a brief update on the landscaping plans for the Village Green area and usage for events such as a farmer’s market. They discussed lighting and safety and seating around the amphitheater area as well as landscaping. Mike Kren discussed the lighting options and sound options for the stage of the amphitheater. He showed the Board different options as far as the structure of the amphitheater. He then gave a demonstration of the sound options for the Board to listen to.

Last Jim Petrakos discussed the importance of an irrigation system to maintain and water the grass at Heritage Park. Lori Vierow gave a brief description of how the irrigation system would work around the park and what would be needed to make it run properly.

K. OLD BUSINESS –

Trustee Gray noted that back in July 2019, the Village Board discussed allowing residents that live adjacent to Heritage Park to install a gate on the Village-owned fence. During that time the Village Board tabled the discussion to allow for the completion of construction of the new access paths and the Active Core. Trustee Gray requested that the discussion be brought up again. It was the consensus of the Board to have staff bring the topic back on the next Village Board agenda.

On April 8, 2020, the Village Board approved the deferral liquor license payment until July 31, 2020. Trustee Rodgers asked the Board to have it brought back to a July Board meeting to discuss further extending the deadline for payment until December 31, 2020. The Board agreed.
L. NEW BUSINESS –

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. Trustee Pazmino suggested permitting the seating after the state moves in to Phase 4. It was the consensus of the Board to have the item be put on a future agenda meeting to discuss further.

M. EXECUTIVE SESSION –

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

Trustee Rodgers motioned to enter Executive Session, second by Trustee Gray. Time 9:19pm.

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 Marji Swanson and Village Manager Karie Friling reconvened to the regular board meeting at 10:00 pm. No action was taken.

N. ADJOURNMENT

Trustee Gray motioned to adjourn, second by Trustee Sweas.

Voice Vote:
Ayes: (6) Trustees Sweas, Caprio, Gray, Backal, Rodgers, and Pazmino
Nays: (0)
Abstained: (0)
Absent: (0)
The Mayor did not vote.
The motion carried.

The meeting was adjourned at 10:01 p.m.

__________________________________
Gina Villasenor, Deputy Clerk
Approved at the Board of Trustees Meeting dated
Village of Homer Glen

14240 W. 151st Street
Homer Glen, Illinois 60491

July 22, 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 July 22, 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, Broque Keith Gray, and Carlo Caprio. Also present on behalf of the Village were Village Clerk Christina Neitzke-Troike, Village Attorney Eric Hanson, Assistant to the Village Manager Matt Walsh, Chief Building Official Joe Baber, Development Services Director Mike Salamowicz, Director of Planning & Zoning Vijay Gadde, and Village Manager Karie Friling. A quorum was established.

D. APPROVAL OF AMENDMENTS TO THE AGENDA - None

E. REPORTS AND COMMUNICATIONS FROM MAYOR AND OTHER OFFICERS

1) Mayor’s Report–

CELEBRATING FIRST RESPONDERS WEEK

This week, our Village is celebrating First Responders Week, and we will make it official with a proclamation tonight. To show appreciation, we are asking residents and businesses to say ‘Thank You’ to our First Responders in person or send a Thank You card or photo to mediarelations@homergralenil.org or drop it off at Village Hall. The ‘Thank You’s’ will be placed on display at Village Hall.

F. PUBLIC COMMENT – None

G. CONSENT AGENDA


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

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.

H. LEGISLATION AND ACTION ITEMS

1. Motion to approve the attached proclamation designating July 19-25, 2020 as First
Responders Week in the Village of Homer Glen.

Trustee Caprio motioned to approve, second by Trustee Backal.

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)
Mayor Yukich also voted Aye

The motion carried.

2. Motion to approve Ordinance No. 20-014 granting an amendment to the Planned Unit Development (PUD) granted by Ordinance No. 17-023 for the property commonly known as 13341 W. 151st Street, Homer Glen, Illinois. The applicant is requesting to allow the sale of alcoholic beverages in association with the PUD [HG-2006-S, 13341 W. 151st Street – Bengtson Pumpkin Farm, LLC.].

Trustee Backal motioned to approve, second by Trustee Caprio.

Trustee Gray asked how many structures on the Bengtson Pumpkin Farm will be used to sell alcohol. Mr. Bengtson stated as the fest grows, they are uncertain how many areas will be needed for sales. As of now, Mr. Bengtson is thinking two locations. Trustee Gray stated giving Bengtson’s a liquor license right now without detailed information is like writing a blank check. Trustee Sweas shared concerns on how the license would be used. Trustee Sweas asked if the liquor license would be used in the Summer months. Trustee Carpio asked if there were designated areas or would guests be able to walk around the park with alcohol. Mr. Bengtson stated their vision was not the idea of a tented beer area, but more for the adults who would like to just walk around. The Bengtson vision is more of family friendly, not geared towards guests who are looking to come to drink only. Mr. Bengtson stated he would prefer not to put a time line on their license or have to keep coming back for changes every time something comes up. Mr. Bengtson stated the exit will be monitored to ensure liquor is not leaving the premises.

Trustee Sweas feels the Village should put conditions on the license. Trustee Sweas stated she would like to only allow the license to be used during the pumpkin season and during pumpkin season hours. Mr. Bengtson stated he does not plan to host weddings, it is not on their radar. Mr. Bengtson stated he is not looking to be open past 10:00pm. Trustee Sweas stated she would like to put a condition on the liquor license to be used only for the pumpkin fest time. Mr. Bengtson stated he would like to use the liquor license for Summer as well if the opportunity to come available. Trustee Gray asked for a clear definition of what “Family Fun Days” means. Trustee Gray asked for a number of days the license would be used. Mr. Bengtson stated he would like to do the same exact thing that he is doing now in the Summer. Trustee Gray stated he would like to table this vote as there is too much to hash out. Trustee Sweas stated she would like to give a temporary liquor license. Trustee Rodgers stated she was not understanding what Trustee Gray was asking for. Trustee Gray stated he does not want to write a blank check and would like to know what the Board is approving the liquor license for. Trustee Sweas also feels if the Village approves this liquor license is a blank check. Trustee Gray and Trustee Sweas want clear definition on what the business plan is.
Jeremy Bengtson, noted liquor will be served only during the ‘family fun days.’ There will be security either from Will County Sheriff’s Department or private security when alcohol is served. The 2019 season lasted for about 45 days during September/October and the events were closed by 10:00 pm. Weddings are currently not on the table.

The Board decided to limit the areas on the Bengtson’s property that alcohol would be permitted. The areas include the current footprint of the fall festival. The Board also agreed to put a condition that any events outside of the typical fall festival season would require Village notification.

Ord. 20-014: Section 2. Amendment to Special Use for a Planned Unit Development. The Village hereby grants an Amendment to the Special Use for a Planned Unit Development (PUD) granted by 17-023 for the property commonly known as 13341 W. 151 Street, Homer Glen, Illinois to allow the sale of alcohol beverages pursuant to Section 220-502.B.22 of the Zoning Code, subject to the following conditions:
A. Alcohol must be served only inside fenced or gated areas on Lot 1 and Lot 4 of the Bengtson Farm PUD.
B. The applicant shall notify the Village of any special events taking place on the subject property.

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

3. Motion to approve Ordinance No. 20-029, an Ordinance amending §83-68 of the Code of the Village of Homer Glen, Increasing the Number of Class L liquor licenses issued within the Village of Homer Glen? It is understood that the number of Class L liquor licenses (Agritourism Operations) will increase by one (1).

Trustee Caprio motioned to approve, second by Trustee Rodgers.

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

4. Motion to approve Ordinance No. 20-030, an Ordinance assigning an available Class L liquor license (Agritourism Operations) to Bengtson Pumpkin Farm, LLC., (Owners Daniel R. Bengtson & David W. Bengtson) d.b.a. Bengtson Pumpkin Farm, located at 13341 W. 151st Street, Homer Glen, IL.

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

5. Motion to approve Ordinance No. 20-031, an Ordinance authorizing the execution of a purchase and sale contract between the Village of Homer Glen and Isein and Nermina Dzaferoski, for vacant land on W. Onondaga Trail, in the Village of Homer Glen.

Trustee Gray motioned to approve, second by Trustee Caprio.

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


Trustee Gray motioned to approve, second by Trustee Caprio.

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

J. OLD BUSINESS - None

K. NEW BUSINESS – None

L. EXECUTIVE SESSION

1. Purchase or Sale of Real Property 5ILCS 120/2(c)(5)
2. Potential of Pending Litigation 5ILCS 120/2(c)(11)

Trustee Caprio motioned to enter Executive Session, second by Gray. Time 8:50pm. There was a 5 minute break to allow residents to exit.

Voice Vote:
Ayes: (6) Trustees Sweas, Backal, 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 9:35 pm. No action was taken.

M. ADJOURNMENT

Trustee Caprio motioned to adjourn, second by Trustee Pazmino.

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

The meeting was adjourned at 9:36 p.m.

__________________________________
Christina Neitzke-Troike, Village Clerk
Approved at the Board of Trustees Meeting dated
Village of Homer Glen

14240 W. 151st Street
Homer Glen, Illinois 60491

August 12, 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 August 12, 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, Sharon Sweas, Broque Backal, Keith Gray, and Carlo Caprio. Trustee Beth Rodgers was absent. Also present on behalf of the Village were Village Clerk Christina Neitzke-Troike, Village Attorney Eric Hanson, Assistant to the Village Manager Matt Walsh, Chief Building Official Joe Baber, Development Services Director Mike Salamowicz, Director of Planning & Zoning Vijay Gadde, and Village Manager Karie Friling. A quorum was established.

D. APPROVAL OF AMENDMENTS TO THE AGENDA - None

E. APPROVAL OF MINUTES

1. Motion to approve the minutes of the May 27, 2020 Village Board Meeting.

   Trustee Gray motioned to approve the minutes, second by Trustee Sweas.

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

   The motion carried.

F. REPORTS AND COMMUNICATIONS FROM MAYOR AND OTHER OFFICERS

1) Mayor’s Report–

   Drive-In Movie
   Our first drive-in movie was this past Friday. It was beautiful weather out and the event was at capacity. During these difficult COVID-19 times, it is nice to still be able to offer family friendly events like these.

   Ribbon Cutting
   Earlier today, we had two ribbon cuttings for two new businesses opening in Homer Glen. We want to welcome Mass Mutual and Hydro Brew to the Village.

   151ST Street Speed Limit
   Also, a friendly reminder that the speed limit on 151st has been reduced to 35mph, so please slow down when driving on this road.
2) **Trustee Gray** –
Reporting on behalf of Community & Economic Development Committee

Our regular meeting that had been scheduled for 8.11.20 was canceled in lieu of a joint CED/Brand Steering Committee and stakeholders meeting to take place on 08.25.20.

Welcome to Mass Mutual and Hydro Brew-new businesses opened in the Village. We welcome them and thank them for their investment in the Village.

3) **Trustee Backal** –

Thank you Mayor, reporting on behalf of the public safety meeting last Wednesday we discussed the long run Creek initiative we were working on. We had a request to extend the deadline for the mail and responses from the residence impacted by long run creek. The original deadline was August 8 a motion was made to extend the deadline to September 1. The motion was accepted and we have several residents helping to get the word out, they are going door-to-door to get additional residents involved.

4) **Manager Friling** –

Manager Friling discussed the CARES money that is being distributed through the state and the county by the Federal Government. Will County will be distributing per capita. The per capita amount is $41.25. There is a set aside amount for the Village of Homer Glen around $1.1 million dollars, that does not mean the Village of Homer Glen will receive all the money set aside, the Village has been to tracking all of the expenses due to Covid – 19. The time period of expenses is March 1, 2020 through December 30, 2020. Lost revenue is not considered an expense. Staff will be working with the Village Board on additional ideas related to Covid – 19.

G. **PUBLIC COMMENT**

**Roy Adcock** - Mr. Adcock stated he had concerns regarding the intergovernmental agreement possibly being changed without community input. Mr. Adcock stated he did not read anything about the possible changes of the last four years as it was stated in the paper. Mr. Adcock would like for the community to have some input and would like all of us to work together on this matter.

**Wayne Felganhauer** – Mr. Felganhauer publicly acknowledged Joe Baber and his great efforts when working with residents. Mr. Felganhauer also addressed his concerns about his neighbors’ violations of the ordinances.

**Joan Labreniec** – Ms. Labreniec stated her concerns on her neighbors required set back and why we are revisiting the issue at this time if it as already once stated.

**Tom Crechanowski** – Mr. Crechanowski stated his concerns on his neighbor’s property. Mr. Crechanowski stated he submitted a letter and read his letter during this time.

**Alieja Plonka** – Ms. Plonka stated she is Mitch Mrowca attorney and wanted to clarify her client’s property is and has always been R3 and her client no longer has animals, maybe a cat.
**Carrie Peel** - Ms. Peel signed in to speak in case the Trustees had questions for her.

**H. CONSENT AGENDA**

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

Trustee Caprio motioned to approve the Consent Agenda, second by Trustee Sweas.

*The Mayor asked the Clerk to call the Roll:*

- Ayes: (5) Trustees Sweas, Caprio, Gray, Backal, and Pazmino
- Nays: (0)
- Abstained: (0)
- Absent: (1) Trustee Rodgers

*The motion carried.*

**I. LEGISLATION AND ACTION ITEMS**

1. 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.

Trustee Gray motioned to approve, second by Trustee Caprio.

Trustee Gray amended his motion to include a deadline date for the removal of the structure of September 15, 2020, trustee Caprio also amended his second.

*The Mayor asked the Clerk to call the Roll:*

- Ayes: (5) Trustees Gray, Sweas, Caprio, Backal, and Pazmino
- Nays: (0)
- Abstained: (0)
- Absent: (1) Trustee Rodgers
- Mayor Yukich also voted Aye

*The motion carried.*
2. **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].**

Trustee Backal motioned to approve, second by Trustee Pazmino.

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

*The motion carried.*

3. **Motion to approve an amended Intergovernmental Agreement (IGA) between the Village of Homer Glen and the Homer Road District.**

Trustee Pazmino motioned to approve, second by Trustee Caprio.

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

*The motion carried.*

4. **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.**

Trustee Sweas motioned to approve, second by Trustee Caprio.

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

*The motion carried.*

5. **Motion to recommend for approval the installation of temporary traffic calming devices, (speed bumps) on Heritage Circle.**

Trustee Caprio motioned to approve, second by Trustee Rodgers.

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

6. Motion to approve the extension of rules & regulations for outdoor dining for restaurants to be in effect through December 1, 2020.

Trustee Gray motioned to approve, second by Trustee Caprio.

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

J. OLD BUSINESS –

Mayor Yukich reminded residents to slow down on 163rd and Cedar. Mayor Yukich stated flashing lights or flags will be installed as a reminder to stop at the stop sign.

K. WORKSHOP –

Development Services Director Michael Salamowicz made a presentation of Sewer and Water Tap-On Fees and Impact Fees for the Village Board to consider.

L. NEW BUSINESS – None

M. EXECUTIVE SESSION

1. Purchase or Sale of Real Property 5ILCS 120/2(c)(5)
2. Potential of Pending Litigation 5ILCS 120/2(c)(11)

Trustee Sweas motioned to enter Executive Session, second by Backal. Time 8:31pm. There was a five minute break to allow residents to exit.

Voice Vote:
Ayes: (5) Trustees Sweas, Backal, Caprio, Gray, and Pazmino
Nays: (0)
Abstained: (0)
Absent: (1) Trustee Rodgers
The motion carried

The Village Board, Attorney Eric Hanson and Village Manager Karie Friling reconvened to the all Regular board meeting at 8:56 pm. No action was taken.
N.  **ADJOURNMENT**

Trustee Gray motioned to adjourn, second by Trustee Caprio.

*Voice Vote:*
Ayes: (5) Trustees Sweas, Gray, Caprio, Backal, and Pazmino  
Nays: (0)  
Abstained: (0)  
Absent: (1) Trustee Rodgers  
The motion carried.

The meeting was adjourned at 8:56 p.m.

__________________________________
Christina Neitzke-Troike, Village Clerk  
*Approved at the Board of Trustees Meeting dated*
Village of Homer Glen

14240 W. 151st Street
Homer Glen, Illinois 60491

August 26, 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 August 26, 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, Broque Backal, Keith Gray, and Carlo Caprio. Also present on behalf of the Village were Village Clerk Christina Neitzke-Troike, Village Attorney Eric Hanson, Assistant to the Village Manager Matt Walsh, Chief Building Official Joe Baber, Economic Development Director Janie Patch, Director of Planning & Zoning Vijay Gadde, and Village Manager Karie Friling. A quorum was established.

D. APPROVAL OF AMENDMENTS TO THE AGENDA -

Trustee Rodgers motioned to remand J.3 back to the Planning Commission, second by Trustee Sweas.

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

E. RECOGNITION -

Eileen Solt, - Winner of the Plastic Free July Contest.

Mayor Yukich presented Ms. Solt with the Plastic Free July Contest Award.

F. APPROVAL OF MINUTES

1. Motion to approve the minutes of the June 24, 2020 Village Board Meeting.

Trustee Gray motioned to approve the minutes, second by Trustee Backal.

Voice Vote:
Ayes: (6) Trustees Sweas, Rodgers, Caprio, Backal, Gray, and Pazmino
Nays: (0)
Abstained: (0)
Absent: (0)
The motion carried
2. **Motion to approve the minutes of the July 8, 2020 Village Board Meeting.**

Trustee Caprio motioned to approve the minutes, second by Trustee Pazmino.

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

G. **REPORTS AND COMMUNICATIONS FROM MAYOR AND OTHER OFFICERS**

1) **Mayor’s Report—**

**Mayor Yukich read a Statement Concerning Resurgence Mitigations Requirements for Region 7**

Since last Spring, the Village of Homer Glen has been supportive of the State of Illinois’ guidance and assistance as it relates to the COVID-19 pandemic. We have listened and followed the guidelines, which were grounded in fairness and concern for the public health system. We implemented these guidelines, both internally at the Village but also throughout our community. Our community worked together to adapt to our “new normal” and to take care of each other. While we might not have all agreed with everything - we still came together and implemented and supported the Governor’s Executive Orders.

Unfortunately, the Village was notified this week of additional COVID-19 mitigation efforts to take effect in Region 7 on August 26. Region 7 includes both Will and Kankakee Counties. This was due to the region’s positivity rate exceeding 8% for three consecutive days. Since COVID-19 inception, Will County has experienced 10,830 positive cases, with 355 total deaths. In Homer Glen, there has been 305 positive cases. Since last Spring, Homer Glen residents and businesses have complied with all public health guidelines to slow the spread and not burden our local healthcare system. As of today, 32% of hospital beds and 31% of ICU beds are available in region 7. This is good news, as it shows that our healthcare system is not being overly burdened by COVID-19 cases.

While both myself and the Village Board have been supportive of past mitigation efforts, some of the current resurgence mitigation requirements are concerning. Many of the requirements do not appear to be based on science and seem to be arbitrary. Region 4, which includes the Southwest area of Illinois has been under different resurgence mitigation requirements than our region. Their positivity rates have been higher for a longer period of time, but with fewer restrictions imposed on them. For example, their restaurants have been allowed to remain open for indoor dining. This is not being allowed for our region.

Additionally, there are other requirements that are not based upon any scientific reason or data. For example, the mandated closing of all restaurants by 11:00pm when our residents can simply drive less than one mile to an adjacent town and eat and drink until 2am. This arbitrary closing time only serves to hurt our local Homer Glen businesses - with no evidence that it
will reduce the positivity rate of our region. The additional requirement of reservations for outdoor tables is also overly burdensome on our local businesses, who are already under enormous stress and limited staffing. How will this lower the positivity rate? Our local businesses are already adhering to masks and social distancing requirements.

The restriction of occupancy to the lesser of 25 guests or 25% of overall room capacity, will essentially shut down the majority of meetings and gatherings - regardless of the overall size of the venue. This again is arbitrary and unfair for larger facilities and venues that have room to spread out and social distance easily but are still restricted to a total of 25 guests. This is a business death sentence to these types of venues. While I can support the 50% or even 25% capacity restrictions - I cannot sit quietly and support the arbitrary number of 25.

The Village contracts with the Will County Sherriff’s Department for our public safety and law enforcement needs. However, the State’s Phase 4 re-opening plans are guidelines and are not local laws or ordinances. As such, our limited local resources must be devoted to the enforcement of existing ordinances, regulations and laws. We will respectfully defer to the State of Illinois as it relates to the enforcement of these new guidelines. Our businesses should be aware that both the state and local public health departments do have the authority to enforce these mitigation requirements.

The Village and our local businesses continue to be placed in a no-win situation - how to balance the public’s health and safety with the dire economic consequences of the COVID-19 pandemic. Our Homer Glen businesses need our support now more than ever. Please shop and dine local. As the Mayor of Homer Glen, I will continue to advocate for public safety measures that I believe are fair and scientifically based. My goal has always been to protect both our residents and our local businesses. I ask everyone in Homer Glen to continue to wear your masks, social distance and be kind to one another. Do your part to eradicate this terrible virus. Thank you.

2) Trustee Gray –

Last night the Community & Economic Development committee met jointly with the Village Branding Steering members and other members of the public and staff to review the latest work on our identity makeover. The new designs were liked by all, and the members were excited to see the beginning stages of the adaptation of the look into signage, marketing materials, event communications etc. and they strongly agree that this is an excellent addition to the Village story.

The presentation you will see in our workshop this evening gives an excellent rundown on all of the meetings and hours and hours of work that have gone into this collaborative effort. I would like to thank all of those involved for contributing so much of their time and talent to this project. The work they have done will serve the Village for many years to come.

This is an exciting time for the Village to unify it’s identity and marketing efforts with the renewed interest in our 159th street corridor. Our branding and marketing efforts will continue to make Homer Glen the preeminent destination for developers, businesses and families well into the future.
With the State now taking our region into new and unwarranted restrictions, I think it is a great time to remind the community that our local businesses need our support, NOW, MORE THAN EVER. While it might be easy and convenient to slip across the border to a neighboring village, please remember that will do irreparable harm to the businesses in Homer Glen—the very businesses we depend on. These restrictions come at time when we are enjoying an increase in commercial development in the Village with the groundbreaking for Gas N’ Wash tomorrow, The Square at Gooding’s Grove townhouses now having __ units under construction, the completion of the new GoodLife building in Founders Crossing, Mugshots nearing a Grand Opening date, and numerous recent ribbon cuttings all show that the economic life in Homer Glen remains vibrant!

I would ask the Mayor and the Village Manager to join me in inviting business owners to join us in an open round table meeting to hear from our partners the challenges they face and how best we can assist them as we go into the Fall and Winter still dealing with the pandemic threat.

I’m asking staff to send an invitation to all business owners to meet with myself as Chair of the CED, the Mayor and Village Manager to take place by September 16th, 2020 and that we bring those findings and any potential recommendations back to the Village Board for consideration.

3) Trustee Backal –

I would like to speak in regards to the Covid mandate and Covid in general, we keep hearing that we need to listen to the science and I completely agree with that so let’s hear what the science has to say… This is from webmed.com.lung August 7, 2020. If you contract Covid, the recovery and survival rate is between 97 to 99.75% chance that you will have a full survival. So, I ask should this be considered a medical crisis? Now if your doctor was to tell you, you had a 97 to 99.75% chance of surviving would you consider that to be critical, or would you be hopeful of the outcome? Yet we are to believe that having a 97 to a 99% chance of survival is damn near a death sentence if you were to listen to the politicians. I would like you to think about that, is that worth shutting down our businesses and our lives? And at what point do we say enough is enough! We have lost our freedom. Once our freedom has been lost not much else will matter. Yet we surrendered our freedom to an overreaching governor without a bullet being fired with a calm unquestioned resolve. We handed over our rights to live free and prosper, I cannot in good faith stay silent as our overreaching governor uses his political will to impose a death sentence on our businesses in homer glen and Will County. This is no longer a health emergency this is a political agenda. The governor has stated that the only way out of this Covid situation is with the production of a vaccine. I ask everyone in this room and all of those watching which one of you will be the first to get in line for a government approved vaccine? I think we all see where this is heading we are to sit down shut up and obey our governor. Social distance that’s all you need to do… Just wear a mask that’s all we need to do… Don’t go to school that’s all we need to do… Don’t go to church that’s all we need to do… Don’t vote in person that’s all we need to do… Just close your business that’s all we need to do. Obey Governor Pritzker!! I say no! And if you think that the loss of your freedom is just an inconvenience and that is just the price that we need to pay to put this Chinese virus behind us… I would Like you all to think about this, what about the businesses that have been crippled and, in many cases, closed for good due to Governor Pritzker. What about the economic consequences we have all incurred. What about the suicides they have gone through the roof. Don’t you think that these people count as victims? All of this because
we set aside an allowed our freedoms to be stolen from us by our governor. Homer Glen and Will County are being punished by Pritzker, yet Chicago with its mass riots and looting from tens of thousands of people gets no such treatment… This is not about Covid… If this was about Covid then why is it that you cannot go into a bar or a restaurant to sit down and eat or drink? Yet you can go into that very same bar or restaurant to gamble and game. This is politically driven this is not about our health and our welfare. However, I want to be very clear about this I am not a China virus denier. I accept that Covid affects the elderly and people with underlying conditions such as heart issues cancer patients and diabetics. Thank you Mayor.

4) Clerk Neitzke-Troike – Clerk Neitzke- Troike just asked if there were any plans for a Special needs swing for Evlyn’s Gate Park. Trustee Rodgers stated she will look into it, but it is the goal to have at least one swing at each park that is ADA accessible.

H. PUBLIC COMMENT - None

I. CONSENT AGENDA

1. The Accounts Payable for the period of August 14, 2020 through August 27, 2020 in the amount of $625,838.36.
3. The All Around Amusement contract for the 2021, 2022, and 2023 Homer Community Festival.
4. An Intergovernmental Agreement with Homer Township Road District to provide services for the set-up, operation, and tear down of the 2021 Homer Community Festival.

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

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.

J. LEGISLATION AND ACTION ITEMS

1. Motion to approve the appointment of Matthew Zarebczan to serve as a member of the Village’s Plan Commission for the term expiring on October 3, 2022.

Trustee Backal motioned to approve, second by Trustee Caprio.
The Mayor asked the Clerk to call the Roll:
Ayes: (6) Trustees Gray, Sweas, Caprio, Backal, Rodgers, and Pazmino
Nays: (0)
Abstained: (0)
Absent: (0)
Mayor Yukich also voted Aye
The motion carried.
2. Motion to approve Ordinance No. 20-034 approving a modification to the approved Plat of Subdivision pursuant to the Village’s Land Use and Site Development (Subdivision) regulations for the proposed Windsor Court, Phase 2 Subdivision located at 12513 W. Hadley Road, Homer Glen, Illinois [HG-1905-PAS, Windsor Court, Phase 2].

Trustee Sweas motioned to approve, second by Trustee Rodgers.

*The Mayor asked the Clerk to call the Roll:*

Ayes:  (6) Trustees Gray, Sweas, Caprio, Rodgers and Backal,
Nays:  (0)
Abstained: (0)
Absent: (0)

*The motion carried.*

3. Consider for Approval Ordinance No. 20-035, an Ordinance approving (1) a Variance to increase the maximum permitted height of a fence located in a corner side yard from four (4) feet to six (6) feet; and (2) a Variance to permit a solid fence in a corner side yard where fences are required to be fifty (50) percent open in design, for certain real property located in the R-3 Single-Family Residential District at 12135 Aspen Lane, Homer Glen, Illinois.

*Remanded back to the Planning Commission.*

4. Motion to approve Ordinance 20-036, an Ordinance amending Solicitation at Certain Times [Article II Peddling and Soliciting of Chapter 83 (Business Operations) of the Code of the Village of Homer Glen.]

Trustee Gray motioned to approve, second by Trustee Sweas. The Village Board discussed promoting the availability of solicitation permits to assist residents with the change in solicitation hours.

*The Mayor asked the Clerk to call the Roll:*

Ayes:  (4) Trustees Gray, Caprio, Backal and Mayor Yukich
Nays:  (3) Trustees Rodgers, Sweas, Pazmino
Abstained: (0)
Absent: (0)

*The motion carried.*

5. Motion to approve a special event permit for a disc golf tournament at Heritage Park on September 20, 2020.

Trustee Rodgers motioned to approve, second by Trustee Gray.

*The Mayor asked the Clerk to call the Roll:*

Ayes:  (6) Trustees Gray, Sweas, Rodgers, Backal, Caprio, and Pazmino
Nays:  (0)
Abstained: (0)
Absent: (0)

Mayor Yukich also voted Aye
The motion carried.

K. WORKSHOP –

John Bosio of Merje design presented the Village of Homer Glen Branding Project Schematic Design Options. The Village Board discussed the options and would like to see more of the color green incorporated in the Design options as opposed to the fall colors that were presented.

L. OLD BUSINESS – None

M. NEW BUSINESS - None

N. EXECUTIVE SESSION -

1. Purchase or Sale of Real Property 5ILCS 120/2(c)(5)
2. Potential of Pending Litigation 5ILCS 120/2(c)(11)

Trustee Caprio motioned to enter Executive Session, second by Trustee Sweas. Time 8:42pm. There was a 5 minute break to allow residents to exit.

Voice Vote:
Ayes: (6) Trustees Sweas, Backal, Holtz, Rodgers, Gray, 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 all Regular board meeting at 9:39 pm. No action was taken.

O. ADJOURNMENT

Trustee Caprio motioned to adjourn, second by Trustee Backal.

Voice Vote:
Ayes: (5) Trustees Sweas, Gray, Caprio, Rodgers, Backal, and Pazmino
Nays: (0)
Abstained: (0)
Absent: (0)
The motion carried.

The meeting was adjourned at 9:40 p.m.

__________________________________
Christina Neitzke-Troike, Village Clerk
Approved at the Board of Trustees Meeting dated
Village of Homer Glen

14240 W. 151st Street
Homer Glen, Illinois 60491

September 9, 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 September 9, 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, Sharon Sweas, Broque Backal, Trustee Rodgers, Keith Gray, and Carlo Caprio. Also present on behalf of the Village were Village Clerk Christina Neitzke-Troike, Village Attorney Eric Hanson, Assistant to the Village Manager Matt Walsh, Chief Building Official Joe Baber, Human Resources Manager Stacy Patrianakos, and Village Manager Karie Friling. A quorum was established.

D. APPROVAL OF AMENDMENTS TO THE AGENDA - None

E. REPORTS AND COMMUNICATIONS FROM MAYOR AND OTHER OFFICERS

1) Mayor’s Report–

**Channel 6**

I am pleased to share that on Monday, September 14th, our new public access station will launch on Comcast channel six. Our residents will be able to find information on the Village’s services, programs and community events. Our board meetings will also be shown on the channel. This is another way to communicate with our residents about what is going on in Homer Glen.

2) Trustee Gray – Reporting on behalf of the CED Community of Economic Development Committee, Business leaders round table meeting with the Mayor will be held at the Village Hall on Tuesday, September 15, 2020 at 3:00pm.

3) Trustee Backal – Reporting on behalf of the Public Services and Safety Committee, Trustee Caprio and Trustee Backal had met with the Village Engineer regarding the next step for the Long Run Creek situation. With permission from residents, they will take this project one step at a time with clusters of property owners, this will give the residents more relief. 162 letters have been sent out, a total of 4 no responses and 48 total yes’s.

4) Trustee Rodgers - Reporting on behalf of the Parks and Recreation Committee, the Committee is working with the Homer Glen Junior Women’s Club on a Scarecrow walk.

5) Trustee Caprio – Reporting on behalf of the Homer Glen Festival Committee, wanted to remind everyone that this upcoming year is the 20th anniversary of the Fest and would like to make this upcoming year a special one. Also reporting on the Public Services and Safety Committee, reminding everyone that it is getting darker earlier and to be safe.

6) Trustee Pazmino – Wanted to remind everyone about the Corn Hole event and thanked the employees for all their extra work.
7) **Manager Friling** – Wanted to share that we are recruiting for our technology position.

F. **PUBLIC COMMENT** - None

G. **CONSENT AGENDA**

2. Payment of the Village of Homer Glen’s July Legal Bills from Mahoney, Silverman & Cross, LLC in the amount of $12,909.00.
3. Payment of TRIA Architecture’s Invoices No. 3438 and 3439 for Heritage Park Design Services, in the amount of $25,886.15.

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

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

H. **LEGISLATION AND ACTION ITEMS**

1. **Motion to approve Ordinance No. 20-035**, an ordinance approving (1) a Variance to increase the maximum permitted height of a fence located in a corner side yard from four (4) feet to six (6) feet; and (2) a Variance to permit a solid fence in a corner side yard where fences are required to be fifty (50) percent open in design, for certain real property located in the R-3 Single-Family Residential District at 12135 Aspen Lane, Homer Glen Illinois. [Case No. HG-2008-V].

Trustee Sweas motioned to approve, second by Trustee Backal.

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

2. **Motion to approve Ordinance No. 20-037**, an ordinance approving a Variance to reduce the required side yard setback for the proposed in-ground swimming pool from twenty (20) feet to thirteen (13) feet [§220-812 (Fences, walls and swimming pools) of Chapter 220 (Zoning) of the Code of the Village of Homer Glen] for certain real property located in the R-2 Single-Family Residential District at 12945 W 184th Place, Homer Glen, Illinois. [Case No. HG-2009-V].

Trustee Caprio motioned to approve, second by Trustee Pazmino.
3. **Motion to approve Ordinance No. 20-038**, an ordinance approving a Special Use Permit for Automobile Repair and Service pursuant to Chapter 220, Attachment 2, Use and Bulk Tables for Nonresidential Districts for certain real property located in the C-3 General Business District at 14134 S. Bell Road, Homer Glen, Illinois, subject to a condition that no outdoor sales or storage shall be permitted on the subject property.

Trustee Gray motioned to approve, second by Trustee Rodgers.

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

4. **Motion to approve Ordinance No. 20-039**, an Ordinance amending §83-68 of the Code, Decreasing the Number of Class B Liquor Licenses by One (Bonfire, Inc.) d.b.a. Bonfire Restaurant, 15905 S. Bell Rd. Homer Glen, IL.

Trustee Sweas motioned to approve, second by Trustee Caprio.

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

5. **Motion to approve Ordinance No. 20-040**, an Ordinance amending §83-68 of the Code of the Village of Homer Glen, Increasing the Number of Class B liquor licenses issued within the Village of Homer Glen? It is understood that the number of Class B liquor licenses (Restaurant and Bar) will increase by one (1).

Trustee Caprio motioned to approve, second by Trustee Rodgers.

*The Mayor asked the Clerk to call the Roll:*
Ayes: (5) Trustees Gray, Sweas, Backal, Caprio, and Rodgers
Nays: (0)
Abstained: (1) Trustee Pazmino (conflict)
Absent: (0)
*The motion carried.*
6. Motion to approve Ordinance No. 20-041, an Ordinance assigning an available Class B liquor license (Restaurant and Bar) to LaRocco Brothers, Inc., (Owner Sam LaRocco) d.b.a. Sam’s, located 12320 W. 143rd Street, Homer Glen, IL.

Trustee Gray motioned to approve, second by Trustee Caprio.

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

7. Motion to approve Standard Operating Procedure No. 16 regarding Public Access Channel 6.

Trustee Sweas motioned to approve, second by Trustee Backal.

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

8. Motion to approve Ordinance No. 20-042, an Ordinance Amending the Anti-Harassment Policy of the Village’s Personnel Policy Statement.

Trustee Gray motioned to approve, second by Trustee Caprio.

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

I. WORKSHOP –


J. OLD BUSINESS –

Trustee Rodgers stated she would like to extend the outdoor seating for businesses as we are still in a pandemic to be open ended until we have more information. Joe Baber stated it is a case by case basis.
K. NEW BUSINESS – None

L. EXECUTIVE SESSION

1. Purchase or Sale of Real Property 5ILCS 120/2(c)(5)
2. Potential of Pending Litigation 5ILCS 120/2(c)(11)

Trustee Gray motioned to enter Executive Session, second by Trustee Rodgers. Time 7:45pm. There was a 5-minute break to allow residents to exit.

Voice Vote:
Ayes: (6) Trustees Sweas, Rodgers, Caprio, Backal, Gray, 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 all Regular board meeting at 8:30 pm. No action was taken.

N. ADJOURNMENT

Trustee Sweas motioned to adjourn, second by Trustee Rodgers.

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

The meeting was adjourned at 8:31 p.m.

__________________________________
Christina Neitzke-Troike, Village Clerk
Approved at the Board of Trustees Meeting dated
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**VENDOR TOTAL:** 600.00

**VENDOR TOTAL:** 2,320.00

**VENDOR TOTAL:** 33,790.25

**VENDOR TOTAL:** 289.08

**VENDOR TOTAL:** 3,077.04

**VENDOR TOTAL:** 3,077.04

**VENDOR TOTAL:** 565.36
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**VENDOR TOTAL:** 82.00  
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**VENDOR TOTAL:** 445.00  
**TOTAL --- ALL INVOICES:** 184,337.99
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AGENDA SUPPLEMENT SHEET

Action Item Number: H.2

Village Board Meeting Date: October 14, 2020

Committee Meeting Date: October 7, 2020 – A&F

Item Title: Consider for Approval Payment of the Village of Homer Glen’s August Legal Bills from Mahoney, Silverman & Cross, LLC in the Amount of $7,507.50.

Motion For Consideration: Is there a motion to approve payment of the August 2020 Mahoney, Silverman & Cross, LLC legal bills, in the amount of $7,507.50?

Committee Recommendation: The Administration and Finance Committee voted to recommend approval of the above motion.

Staff Contact: AP/AR Clerk Gina Spino.

Background Information: The August 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 CURRENT CHARGES**

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**Total Amount Due on this Invoice**

$5,313.75
## Matter: 001 - General

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<td>Incompatibility of office research; conference w/ E Hanson re: same</td>
<td>0.50</td>
<td>$195</td>
<td>97.50</td>
</tr>
<tr>
<td>08/25/2020</td>
<td>EPH</td>
<td>Prepare Auditor Letter.</td>
<td>0.50</td>
<td>$195</td>
<td>97.50</td>
</tr>
<tr>
<td>Date</td>
<td>Code</td>
<td>Description</td>
<td>Hours</td>
<td>Rate</td>
<td>Amount</td>
</tr>
<tr>
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<td>------</td>
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</tr>
<tr>
<td>08/26/2020</td>
<td>EPH</td>
<td>Telephone conference with Village Manager regarding FOIA request.</td>
<td>0.25</td>
<td>$195</td>
<td>48.75</td>
</tr>
<tr>
<td>08/28/2020</td>
<td>EPH</td>
<td>Prepare Auditor Letter.</td>
<td>0.50</td>
<td>$195</td>
<td>97.50</td>
</tr>
<tr>
<td>08/31/2020</td>
<td>EPH</td>
<td>Correspondence with Village Manager regarding Agreement.</td>
<td>0.25</td>
<td>$195</td>
<td>48.75</td>
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</tbody>
</table>

Fee Total: $9.75/hrs\* 0.25 hrs + $9.75/hrs\* 0.50 hrs + $9.75/hrs\* 0.25 hrs = $1,901.25
**Matter: 002 - Meetings**

<table>
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<tr>
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<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>08/12/2020</td>
<td>EPH</td>
<td>Review agenda and packet; preparation and attend Board Meeting and Executive Session.</td>
<td>3.00</td>
<td>$195</td>
<td>585.00</td>
</tr>
<tr>
<td>08/26/2020</td>
<td>EPH</td>
<td>Preparation and review agenda items; attend Board Meeting and Executive Session.</td>
<td>4.25</td>
<td>$195</td>
<td>828.75</td>
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**Fee Total**

<table>
<thead>
<tr>
<th>Hours</th>
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</thead>
<tbody>
<tr>
<td>7.25</td>
<td>$195</td>
<td>1,413.75</td>
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Matter: 007 - Planning and Zoning

Professional Services
08/06/2020 EPH Telephone conference with staff regarding non-conforming use issues; review of ordinances regarding the same. 0.50 $195 97.50

Fee Total 0.50/hr 97.50
Matter: 010 - FOIA Requests

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<tr>
<th>Date</th>
<th>Code</th>
<th>Description</th>
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<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>08/24/2020</td>
<td>EPH</td>
<td>Conference with MAM regarding research into FOIA issues and incompatibility of offices.</td>
<td>0.50</td>
<td>$195</td>
<td>97.50</td>
</tr>
<tr>
<td>08/24/2020</td>
<td>MAM</td>
<td>Communication w/ E Hanson re: attorney client exemption to FOIA; research re: same</td>
<td>0.25</td>
<td>$195</td>
<td>48.75</td>
</tr>
<tr>
<td>08/28/2020</td>
<td>EPH</td>
<td>Telephone conference and correspondence related to FOIA request and clarification.</td>
<td>0.50</td>
<td>$195</td>
<td>97.50</td>
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<tr>
<td>08/28/2020</td>
<td>EPH</td>
<td>Correspondence with Village Manager related to FOIA request.</td>
<td>0.25</td>
<td>$195</td>
<td>48.75</td>
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Fee Total: 1.50 hrs, $292.50
Matter: 053 - Mitch Mrowca Litigation

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<tr>
<th>Date</th>
<th>Professional Services</th>
<th>Description</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
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<tbody>
<tr>
<td>08/07/20</td>
<td>HRL</td>
<td>Review of agenda materials for variance request before the Village Board.</td>
<td>0.75</td>
<td>$195</td>
<td>146.25</td>
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<tr>
<td></td>
<td></td>
<td>Correspondence with M. King on same.</td>
<td></td>
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</tr>
<tr>
<td>08/12/20</td>
<td>HRL</td>
<td>Correspondence with EPH in preparation for variance before Village Board.</td>
<td>0.25</td>
<td>$195</td>
<td>48.75</td>
</tr>
<tr>
<td>08/13/20</td>
<td>EPH</td>
<td>Conference with HRL regarding board decision.</td>
<td>0.25</td>
<td>$195</td>
<td>48.75</td>
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<tr>
<td>08/26/20</td>
<td>HRL</td>
<td>Correspondence with attorney for Mrowca on status on revision and payment of fine.</td>
<td>0.25</td>
<td>$195</td>
<td>48.75</td>
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<td>Fee Total</td>
<td>1.50/hrs</td>
<td>292.50</td>
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Matter: 062 - Building Code Violations

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<th>Date</th>
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</thead>
<tbody>
<tr>
<td>08/03/2020</td>
<td>HRL</td>
<td>Correspondence with Casey on status of Clark Property.</td>
<td>0.25</td>
<td>$195</td>
<td>48.75</td>
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<tr>
<td>08/11/2020</td>
<td>HRL</td>
<td>Correspondence with Casey in preparation for Status on Compliance with Order.</td>
<td>0.25</td>
<td>$195</td>
<td>48.75</td>
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<tr>
<td>08/12/2020</td>
<td>HRL</td>
<td>Preparations for Status on Compliance with Order. Review of statutory authority for injunctive relief.</td>
<td>0.75</td>
<td>$195</td>
<td>146.25</td>
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<tr>
<td>08/12/2020</td>
<td>HRL</td>
<td>Appearance for Status on Compliance with Court Order. Correspondence with Casey on same.</td>
<td>0.75</td>
<td>$195</td>
<td>146.25</td>
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<td>08/13/2020</td>
<td>HRL</td>
<td>Drafted Order to be entered following appearance on 8/12.</td>
<td>0.25</td>
<td>$195</td>
<td>48.75</td>
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<td>08/19/2020</td>
<td>HRL</td>
<td>Meeting with JAM on strategy for Clark.</td>
<td>0.25</td>
<td>$195</td>
<td>48.75</td>
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<tr>
<td>08/19/2020</td>
<td>JAM</td>
<td>Conference with Hannah.</td>
<td>0.25</td>
<td>$195</td>
<td>48.75</td>
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<tr>
<td>08/20/2020</td>
<td>HRL</td>
<td>Correspondence with Casey on application of Order to entire property and estimate on work for same.</td>
<td>0.25</td>
<td>$195</td>
<td>48.75</td>
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<tr>
<td>08/25/2020</td>
<td>HRL</td>
<td>Researched potential bases for a lien against the Clark Property. Correspondence with Casey on same.</td>
<td>0.50</td>
<td>$195</td>
<td>97.50</td>
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Fee Total 3.50/hr  682.50
### Matter: 065 - Onondaga Court

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</thead>
<tbody>
<tr>
<td>08/03/2020</td>
<td>JAK</td>
<td>Review correspondence from seller's attorney. Draft correspondence to seller regarding escrow.</td>
<td>$195</td>
<td>48.75</td>
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<tr>
<td>08/04/2020</td>
<td>JAK</td>
<td>Draft correspondence to client regarding contract.</td>
<td>$195</td>
<td>48.75</td>
<td></td>
</tr>
<tr>
<td>08/05/2020</td>
<td>JAK</td>
<td>Draft correspondence to client regarding contract and Escorw.</td>
<td>$195</td>
<td>48.75</td>
<td></td>
</tr>
<tr>
<td>08/11/2020</td>
<td>JAK</td>
<td>Draft correspondence to client regarding contract. Draft correspondence to seller regarding same.</td>
<td>$195</td>
<td>48.75</td>
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<tr>
<td>08/13/2020</td>
<td>JAK</td>
<td>Draft correspondence to seller regarding contract Review correspondence from client.</td>
<td>$195</td>
<td>48.75</td>
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<tr>
<td>08/18/2020</td>
<td>JAK</td>
<td>Review correspondence from seller Draft correspondence to client regarding closing.</td>
<td>$195</td>
<td>97.50</td>
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</tr>
<tr>
<td>08/19/2020</td>
<td>JAK</td>
<td>Draft correspondence to client, Review correspondence from title company regarding closing.</td>
<td>$195</td>
<td>48.75</td>
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</tr>
<tr>
<td>08/31/2020</td>
<td>JAK</td>
<td>Review closing statement, title and survey. Draft correspondence to seller, title company and client.</td>
<td>$195</td>
<td>146.25</td>
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Fee Total: 2.75/hrs × 536.25
Matter: 066 - Lagiglia v. Homer Glen Litigation

Professional Services
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<tr>
<th>Date</th>
<th>Code</th>
<th>Name</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>08/06/2020</td>
<td>EPH</td>
<td>Conference with JAM regarding motion and documents.</td>
<td>0.25</td>
<td>$195</td>
<td>48.75</td>
</tr>
<tr>
<td>08/06/2020</td>
<td>JAK</td>
<td>Telephone conference with Bengston.</td>
<td>0.25</td>
<td>$195</td>
<td>48.75</td>
</tr>
</tbody>
</table>

Fee Total 0.50/hr 97.50

INVOICE TOTAL

<table>
<thead>
<tr>
<th>Code</th>
<th>Name</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>EPH</td>
<td>Eric P. Hanson</td>
<td>15.25</td>
<td>$195</td>
<td>2,973.75</td>
</tr>
<tr>
<td>HRL</td>
<td>Hannah R. Lamore</td>
<td>4.50</td>
<td>$195</td>
<td>877.50</td>
</tr>
<tr>
<td>JAK</td>
<td>Jean A. Kenol</td>
<td>5.50</td>
<td>$195</td>
<td>1,072.50</td>
</tr>
<tr>
<td>JAM</td>
<td>James A. Murphy</td>
<td>0.25</td>
<td>$195</td>
<td>48.75</td>
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<tr>
<td>MAM</td>
<td>Marron A. Mahoney</td>
<td>1.75</td>
<td>$195</td>
<td>341.25</td>
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</tbody>
</table>

Total Professional Services 27.25/hr $5,313.75

TOTAL CURRENT CHARGES $5,313.75

Balance Forward Summary
<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>08/12/2020</td>
<td>Previous balance</td>
<td>$21,235.25</td>
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<tr>
<td>08/17/2020</td>
<td>Payment - Thank you, Check # 24898</td>
<td>24898</td>
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<tr>
<td>08/31/2020</td>
<td>Payment - Thank you, Check # 24920</td>
<td>24920</td>
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</table>

NET BALANCE CARRIED FORWARD $12,909.00

TOTAL BALANCE DUE $18,222.75

Advanced Funds Remaining $0.00
Village of Homer Glen  
Via Email to: Gina Spino  
14240 W. 151st Street  
Homer Glen, IL  60491  

Invoice Number:  52378  
Invoice Date:  09/11/2020  
Due Date:  10/11/2020  
Case:  1865  
For services through:  08/31/2020  

INVOICE SUMMARY  
*See attached detail*

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Invoice for Professional Services rendered through: 08/31/2020</td>
<td>$2,193.75</td>
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<tr>
<td>TOTAL CURRENT CHARGES</td>
<td>$2,193.75</td>
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<tr>
<td>BALANCE CARRIED FORWARD FROM PRIOR INVOICE</td>
<td>$0.00</td>
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<tr>
<td>TOTAL BALANCE DUE</td>
<td>$2,193.75</td>
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</tbody>
</table>
Matter: 067 - Road / Highway District Issues

<table>
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<tr>
<th>Date</th>
<th>Attorney</th>
<th>Description</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>08/03/2020</td>
<td>EPH</td>
<td>Correspondence with village manager regarding joint defense agreement.</td>
<td>0.25</td>
<td>$195</td>
<td>48.75</td>
</tr>
<tr>
<td>08/03/2020</td>
<td>EPH</td>
<td>Correspondence with attorney regarding joint defense agreement and litigation issues.</td>
<td>0.25</td>
<td>$195</td>
<td>48.75</td>
</tr>
<tr>
<td>08/05/2020</td>
<td>EPH</td>
<td>Review IGA; prepare draft amendment; correspondence regarding the same.</td>
<td>1.50</td>
<td>$195</td>
<td>292.50</td>
</tr>
<tr>
<td>08/06/2020</td>
<td>EPH</td>
<td>Preparation and attend meeting with Mayor, Village Manager, and Highway Commissioner.</td>
<td>2.50</td>
<td>$195</td>
<td>487.50</td>
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<tr>
<td>08/12/2020</td>
<td>EPH</td>
<td>Review proposal regarding litigation consultants.</td>
<td>0.50</td>
<td>$195</td>
<td>97.50</td>
</tr>
<tr>
<td>08/12/2020</td>
<td>EPH</td>
<td>Review proposal regarding litigation consultants.</td>
<td>0.50</td>
<td>$195</td>
<td>97.50</td>
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<tr>
<td>08/12/2020</td>
<td>EPH</td>
<td>Review proposal from public relations firm regarding litigation issues and highway transfer; correspondence with Village Manager regarding the same.</td>
<td>0.50</td>
<td>$195</td>
<td>97.50</td>
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<tr>
<td>08/20/2020</td>
<td>EPH</td>
<td>Telephone conference with attorney regarding meeting and strategy.</td>
<td>0.25</td>
<td>$195</td>
<td>48.75</td>
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<tr>
<td>08/20/2020</td>
<td>EPH</td>
<td>Preparation and attend pre-meeting and full meeting with Township Supervisor and attorney, as well as HTRD Road Commissioner and attorney.</td>
<td>4.00</td>
<td>$195</td>
<td>780.00</td>
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<tr>
<td>08/27/2020</td>
<td>MAM</td>
<td>Conference w/ E Hanson re: property tax issues.</td>
<td>0.25</td>
<td>$195</td>
<td>48.75</td>
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<tr>
<td>08/28/2020</td>
<td>EPH</td>
<td>Review documents; correspondence regarding referendum question.</td>
<td>0.25</td>
<td>$195</td>
<td>48.75</td>
</tr>
<tr>
<td>08/28/2020</td>
<td>MAM</td>
<td>Research re: tax levy; email communication to E Hanson re: same</td>
<td>0.50</td>
<td>$195</td>
<td>97.50</td>
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Fee Total: 11.25 /hrs = $2,193.75

INVOICE TOTAL

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<th>Name</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
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<tbody>
<tr>
<td>EPH</td>
<td>Eric P. Hanson</td>
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<td>2,047.50</td>
</tr>
<tr>
<td>MAM</td>
<td>Marron A. Mahoney</td>
<td>0.75</td>
<td>$195</td>
<td>146.25</td>
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<td></td>
<td>Total Professional Services</td>
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TOTAL CURRENT CHARGES: $2,193.75

TOTAL BALANCE DUE: $2,193.75

Advanced Funds Remaining: $0.00
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<th>Jun-20</th>
<th>Jul-20</th>
<th>Aug-20</th>
<th>Sep-20</th>
<th>Oct-20</th>
<th>Nov-20</th>
<th>Dec-20</th>
<th>Jan-21</th>
<th>Feb-21</th>
<th>Mar-21</th>
<th>Apr-21</th>
<th>Total Per Category</th>
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<tr>
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Primary Categories for FY 2020-2021

- General Matters, $13,260, 36%
- Lagiglia Litigation, $2,165, 6%
- Road District, $2,194, 6%
- Village Board Meeting/Prep, $6,484, 17%
- MISC., $13,260, 35%
- Other, 19743.75, 52%

Updated by GS
10.02.20
**Agenda Item Number:** H.3

**Village Board Meeting Date:** October 14, 2020

**Committee Meeting Date:** October 7, 2020

**Item Title:** Consider for Approval a Motion to Waive the Formal Bidding Process and Accept the Proposed Agreement from Landscape Supply for the 2020 Fall Parkway Tree Planting in the amount of $47,554.00.

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**Motion for Consideration:** Is there a motion to waive the formal bidding process and accept an agreement between the Village of Homer Glen and Landscape Supply for the fall parkway tree planting program?

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**Committee Recommendation:** The Administration and Finance Committee voted to recommend approval of the above motion.

**Staff Contact:** Facilities Manager John Robinson.

**Background Information:** The Village has used Landscape Supply for the Parkway Tree Planting Program for several years. Landscape Supply has consistently been a good partner in the program. There has not been an increase in individual tree costs in three years. The Village Arborist recommended the list of parkway trees that we are planting this year.

This project is scheduled to be completed within 30 days of the beginning of the project. All of the 150 trees that will be planted this year are resident requests. In past years the Village has paid for 200 trees.

**Budget Implications:** The cost of the program, $47,554.00, will come from the 71.00.80.250 Tree Replacement Fund.
Village of Homer Glen  
Public Parkway Tree Planting  
2020 Fall Program Agreement

This agreement (“Agreement”) is made as of this _14th_ day of October, 2020 by and between the Village of Homer Glen (“Village”) and Landscape Supply Inc. (“Contractor”).

In consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt of sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Description of Work** – The Village and the Contractor agree that the Contractor shall perform the work (“Work”) consisting of the planting of trees in accordance with the Project Specifications, Exhibit ‘C’ for the “Village of Homer Glen Public Parkway Tree Planting 2020 Fall Program” which is incorporated herein by reference and made a part hereof.

2. **Commencement** - The date of commencement of Work by the Contractor shall be not more than fifteen (15) business days after the date of this Agreement. The Contractor shall achieve completion of all of the Work within 30 days of the commencement of the Work. Extensions of time will be granted for delays caused by weather, preventing execution of the work.

3. **Work Standards, Permits & Licenses** – The Contractor shall perform the Work in a good and workmanlike manner, according to standard industry practices and in accordance with all applicable codes and ordinances and the specifications set forth in the Project Specifications, Exhibit ‘C’. Unless otherwise noted, the Contractor shall be responsible for complying with all applicable laws, obtaining any required permits and licenses, and posting any required notices. The Village is not responsible for errors in the Contractor's bids, takeoffs, etc.

4. **Contract Pricing** - The contract price to be paid by the Village to the Contractor for completing the Work is per unit based on the schedule in Exhibit “D” attached hereto and incorporated herein by reference. The minimum number of trees ordered shall be 150. The total contract price for completing the Work shall not exceed Forty Seven Thousand, Five Hundred and Fifty Four dollars ($47,554.00). The cost of the Work shall not exceed the Total Price without an authorized Change Order(s).

5. **Change Orders** –There shall be no Change Orders without the prior written approval of the Village.

6. **Payment** – The Village shall pay the Total Contract Price upon completion of the Work and subject to a site inspection and final approval of the Work by the Village. In order to ensure sufficient time for the payment to be processed, invoices must be submitted for payment no later than 12:00 p.m. on the fifteenth (15th) day of each month.

7. **Inspection of Project Site** – The Contractor acknowledges and confirms that it has visited and examined the site where the Work will be performed, examined all physical and other conditions affecting the Work and is fully familiar with all of the conditions at the site. The Contractor represents and warrants to the Village that it has: (1) thoroughly examined the
location of the Work to be performed, is familiar with local conditions, and has read and thoroughly understands the project criteria as they relate to the physical conditions prevalent or likely to be encountered in the performance of the Work; (2) examined the nature, location and character of the general area in which the site of the Work is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (3) examined the quality and quantity of all materials, supplies, tools, equipment, labor and professional services necessary to complete the Work in the manner and within the cost and time frame required by the Agreement.

8. **Safety & Rules** – The Contractor shall conduct the Work in a safe manner in compliance with all applicable safety laws, rules and regulations, including the rules in Exhibit "A" attached hereto and incorporated herein by reference. The Contractor shall immediately notify the Village in writing of any injury to the Contractor’s employees or agents. If the acts or omissions of the Contractor or its employees result in a citation or fine against the Village, the Contractor will be liable to the Village for the fine as well as the Village's costs of correcting the violation.

9. **Insurance** – Prior to commencing any Work, and at all times during the Work, the Contractor shall be obligated to maintain the insurance policies as described in Exhibit "B" attached hereto and incorporated herein by reference.

10. **Replacement Guaranty** – The guaranty for each planted tree shall be for one full year after the planting date, and the Contractor shall replace any tree that fails to thrive, or dies, within that year at the Contractor’s expense. The replacement tree shall be of the same size, species and quality of the tree it is replacing. The replacement tree shall be guaranteed by the Contractor, for one year after the date which it is planted. The tree to be replaced must be present at the time of its replacement planting.

11. **Bonds** – Prior to commencing the Work the Contractor shall provide the Village with a performance bond and a payment bond in accordance with the Public Construction Bond Act, 30 ILCS 550/6.01 et seq.

12. **Subcontractors and Suppliers** – The Contractor shall not hire any other contractor to perform any portion of the Work without the prior written approval of the Village which may be withheld by the Village in its sole discretion.

13. **Breach of Contract; Remedies** – In the event of a breach of this Agreement by the Contractor, the Village shall be entitled to retain all sums due to the Contractor and to hire others to complete the Work and shall apply any sums retained against reasonable costs of completion and/or the costs of satisfying the warranty provided by this Agreement. This remedy is non-exclusive and in addition to all other available remedies, either expressed or implied. No right or remedy of the Village shall be deemed to have been waived unless waived in writing by the Village. Nothing in this Agreement or any other document shall be interpreted in a manner that would shorten any statute of limitations or statute of repose or alter any statute of limitations or statute of repose accrual period affecting any claim that the Village may have against the Contractor.

14. **Tax Withholding** – The Contractor is responsible for withholding income, payroll and
unemployment taxes for the Contractor's employees and issuing any required 1099 and W2 forms.

15. **Indemnification** - The Contractor agrees to the fullest extent permitted by law to indemnify, defend and hold harmless the Village, its officials, employees and agents for and against all losses, costs, expenses liabilities, claims, or demands whatsoever resulting from, related to, or arising out of, directly or indirectly, the performance of the Work under this Agreement, provided the Contractor's obligation under this paragraph shall not be applicable to any liability caused by the sole negligence of the Village.

16. **Termination** - The Village reserves the right at any time and in its absolute discretion to terminate the services of the Contractor by giving written notice to the Contractor. In such event, the Contractor shall be entitled to, and the Village shall reimburse the Contractor for, an equitable portion of the Contractor's fee based on the portion of the Work completed prior to the effective date of termination.

17. **Entire Agreement; Conflicting Terms** - This Agreement, the exhibits attached hereto, the plans and specifications, and any subsequent Change Order(s) shall constitute the entire Agreement between the parties, and there are no other agreements, oral or written, by and between the parties. Any modification or amendment of this Agreement must be in writing signed by both parties. Any term of any quotation, specification, document or other communication from the Contractor that differs in any way from this Agreement, irrespective of materiality, shall be excluded from this Agreement.

18. **Governing Law; Venue** - This Agreement shall be governed by the laws of Illinois. Venue for any suit arising in connection with this Agreement shall be in the Circuit Court of Will County, Illinois.

19. **Notices** - All notices, demands, requests and other communications necessary or desirable to be served under this Agreement shall be in writing and shall be either personally delivered or delivered to the Party or the Party's attorney by (1) email, (2) facsimile transmission, (3) prepaid same-day or overnight delivery service (such as Federal Express or UPS), with proof of delivery requested, or (4) United States registered or certified mail, return receipt requested, postage prepaid, in each case addressed as follows:

To the Village: Attn: Village Manager
Village of Homer Glen
14240 W. 151st Street
Homer Glen, IL 60491
Phone: 708-301-0632
Fax: 708-301-8407
Email: jrobinson@homerglenil.org

To the Contractor: Carolyn M. Yorkman
President
or such other address or addresses or to such other party when any party entitled to receive notice hereunder may designate for itself from time to time in a written notice served upon the other parties hereto in accordance herewith. Any notice sent as hereinabove provided shall be deemed to have been received (i) on the date it is personally delivered, if delivered in person, (ii) on the date it is electronically transmitted if delivered by facsimile transmission, (iii) on the first business day after the date it is deposited with the overnight courier service, if delivered by overnight courier service, or (iv) on the third (3rd) business day following the postmark date which it bears, if delivered by United States registered or certified mail, return receipt requested, postage prepaid.

20. **Miscellaneous** - The provisions which follow shall apply generally to the obligations of the parties under this Agreement:

This Agreement may not be amended except pursuant to a written instrument signed by both parties.

a. Should any dispute arising out of this Agreement lead to litigation, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorneys' fees.

b. This Agreement is binding upon the successors and assigns of the Parties.

c. The waiver by either party of any breach or violation of any provision of this agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement.

d. Each of the parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform its respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith.

e. This Agreement contains the entire understanding between the Parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein.

f. This Agreement creates no rights, title or interest in any person or entity whatsoever (whether under a third party beneficiary theory or otherwise) other than the Parties.

g. This Agreement may be executed in counterparts. Facsimile signatures shall be
sufficient.

h. Under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture, or employment between the Parties. The Parties shall each be solely responsible for the conduct of their respective officers, employees and agents in connection with the performance of their obligations under this Agreement.

NOW THEREFORE, the Contractor and the Village, intending to be legally bound, have executed this Agreement as of the date set forth above.

Landscape Supply, Inc.  

By: ____________________________  
Title: ___________________________

Village of Homer Glen  

By: ____________________________  
Title: ___________________________
EXHIBIT "A"

Work Rules

1. **Safety Equipment** – The Contractor will provide its employees with all appropriate and approved safety equipment during the execution of the Work.

2. **Utility Lines** – The Contractor is responsible for knowing the location of all overhead power lines or underground utilities on the job site and preventing damage to such utility lines.

3. **Hours** – Regular working hours at the jobsite will be as allowed by ordinance. Any Work at the job site at other times must be approved in advance by the Village.

4. **Waste & Debris** – The Contractor is required to clean work debris from the job site on a daily basis and leave the job site in a clean and neat condition. All trash and waste such as lunch scraps, drinking cups, etc. must also be disposed of properly.

5. **Storage** – Materials, equipment and supplies when not in use must be stored neatly, securely, and safely. The Village is not responsible for theft or damage to materials, equipment and supplies located on or near the job site.

6. **Vehicles** – The Village is not responsible for damage to the Contractor’s vehicles.

7. **Personal Conduct** – Unprofessional conduct such as horseplay, wrestling, fighting, gambling, etc. is not permitted.

8. **Alcohol & Drugs** – No person under the influence of intoxicants or narcotics shall be allowed at the job site; nor shall any person have in his or her possession any intoxicants or narcotics.

9. **Firearms** – Firearms may not be brought to the job site or stored in a vehicle driven to the job site.

10. **OSHA** – The Contractor agrees to comply with the requirements of the Occupational Safety and Health Act.

11. **MSDS** – The Contractor shall have in his possession at all times any applicable MSDS (Material Safety Data Sheets) and shall provide the Village with copies thereof.

12. **Hazardous Substances** – The Contractor shall store any paint, solvents, gasoline, oil, or other flammables in an area presenting the least hazard to the area where the Work is being performed. Under no circumstances shall solvents, oils, or grease be disposed of at or on the job site or emptied into any sewer, drain or drainage ditch.

13. **Fire Safety** – The Contractor will take all prudent actions to prevent fire or explosion hazards that could result during the execution of the Work. Oily rags and other highly flammable waste must be disposed of separately by the Contractor.

14. **Employee Training** – The Contractor agrees that the Contractor’s employees and agents will be made aware of these and any other applicable rules and be disciplined if they fail to comply with the same.
EXHIBIT "B"

Insurance Requirements

A. Insurance Requirements - The Contractor shall purchase and maintain in effect during the term of this Agreement the following types of insurance:

1. **Workers' Compensation Insurance** complying with all state statutory requirements and coverage limits, which names the Village as an Alternative Employer and waives any and all rights of subrogation against the Village;

2. **General Liability Insurance** protecting against all claims for bodily injury (including death), personal injury, or “damage to” property, alleged to have been caused by defective materials furnished to or negligent work or services performed by the Contractor or any employee of the Contractor with coverage of not less than $1,000,000 per occurrence, combined single limit (CSL) and two million dollars ($2,000,000) aggregate.

3. **Business Automobile Liability Insurance** with coverage of not less $1,000,000 per occurrence CSL.

B. **Certificates of Insurance** - Prior to starting the Work, the Contractor shall deliver to The Village, Certificates of Insurance evidencing the General Liability and Automobile Liability coverages required above. These certificates shall expressly state that: "The Village is named as an additional insured for the full limits of the coverage (primary and excess) currently in place and all rights of subrogation against the foregoing parties have been waived." These Certificates shall also contain a provision that the subject policies shall not be cancelable without at least thirty (30) days' prior written notice delivered by the insurer to the Village. All insurance required under this Agreement shall be occurrence-based. The Contractor shall also deliver to the Village sufficient evidence of the required Workers' Compensation coverage.

C. **Waiver of Subrogation** - The Contractor waives any and all claims for recovery from the Village and/or the Village's officers, agents or employees for loss or damage to, or related to, the Project, the Work, or any associated materials or equipment, which loss or damage is covered by the provisions of any insurance policy carried, or required to be carried, by the Contractor under this Agreement.
EXHIBIT “C”

PROJECT SPECIFICATIONS

This shall be a unit price contract and shall include all work mentioned in the Project’s Specifications and any other work, not specifically mentioned, that is necessary for planting the trees in a good workmanship like manner. Any conflicts or omissions in the Specifications are to be brought to the attention of the Village and its decisions in resolving these matters shall be final. The Contractor shall in no way take advantage of any conflicts or omissions should they occur, and it shall be their responsibility to bring any of them to the attention of the Village so that they can be properly resolved.

The quantities bid upon in this Proposal are estimated quantities. The Contractor shall be paid for actual quantities, in place, as agreed upon by the Village and Contractor. Any work described in the Specifications for which there is not a bid item shall be considered incidental to the Contract.

The Contractor shall contact JULIE 1-800-892-0123 (or verify with the Village that JULIE has been contacted), minimum of 48 hours prior to start of planting trees.

1. Location
   The planting of trees will be restricted to the public parkways and properties within the boundaries of the Village of Homer Glen, Illinois. There will be approximately 200 locations where the trees are to be planted. The locations will be marked and confirmed by the Village.

2. Tree Planting
   A. The process of planting is to follow the International Society of Arboriculture Best Management Practices: Tree Planting (2005), and the ANSI A300 (Part 6) – 2012 Planting and Transplanting.
   B. Trees are to be covered during transport and care is to be taken to avoid branch damage.
   C. The excavated hole will be twelve inches larger in diameter than the balled tree that will be planted in that hole. The whole depth shall only be as deep as the tree ball.
   D. The root ball is placed in the hole such that the root flare is planted at ground level or one inch above.
   E. Once at proper depth and orientation, the backfill soil is firmly tamped around the root ball.
   F. Twine and visible burlap must be removed past the shoulder of the ball by the planting crew at planting.
   G. A two to three inch thick mulch layer will be spread around the base of the new tree to cover the excavation area (36 inches in diameter). Mulch should not be more than 3 inches deep and must be kept 4-6 inches away from the trunk. The successful bidder shall insure that the trees are set in the hole, placed straight and at the proper depth.
   H. A thorough watering shall follow the backfilling operation.
   I. All rocks, and stones excavated from the planting site shall be discarded as unsuitable surplus materials. Rocks and stones shall not be used as a backfill. It will be the responsibility of the contractor to remove any and all unsuitable backfill material and excess soil from the Village.
   J. All phases of the tree planting will be inspected by Village staff and/or arborist.
   K. The contractor shall keep daily records of work completed on forms furnished by the Village of Homer Glen.
3. **Tree Selection and Quantities**
   The public parkway trees are to be individually selected by the Village, from the supplying nurseries. All supplying nurseries are to be Illinois Department of Agriculture Certified nurseries and all nursery stock adheres to the *ANSI z60.1-2004 American Standard for Nursery Stock*. Village staff shall walk through the nurseries and attach field tags to the appropriate trees. The selected trees shall have a caliper of 2.5 inches (measurement of diameter at a point six inches above ground) and not more than 12 feet in height.

   The tree choices are listed on the attached Bid Price Sheet (pages 19 and 20). The quantities listed are estimated and used only for canvassing of bids. Nothing herein contained shall be construed as an obligation of the Village of Homer Glen to order or pay for any quantity other than the amount determined by the Village Manager.

4. **Substitute Material**
   No substitution without approval from the Village will be allowed.

5. **Public Relations**
   The successful bidder shall endeavor at all times to maintain good public relations.

6. **Replacement Guaranty**
   The contractor pricing shall include a one year guaranty. The guaranty pricing for a planted tree shall be for one full year after the planting date, and shall replace any tree that fails to thrive, or dies, within that year at the contractor’s expense. The replacement tree shall be of the same size, species and quality of the tree it is replacing. The replacement tree shall be guaranteed, by the Contractor, for one year after the date which it is planted.

7. **Equipment**
   The contractor is to supply all necessary tools, vehicles, and equipment needed for planting. The Village of Homer Glen shall not be responsible for providing any manpower nor materials for accomplishing the work as stipulated in this document.

8. **Utilities**
   It shall be the sole responsibility of the contractor to notify J.U.L.I.E. at least 48 hours prior to commencement of tree planting operations to ensure that locations for underground utilities are provided. Payment for the repair of damage to any utilities as a result of failing to make proper notification will be solely the responsibility of the contractor.

9. **Completion Time**
   The successful bidder will be required to complete the planting of said trees in the parkways of the Village of Homer Glen by November 30, 2020, or within thirty (30) days from the date of direction to start from the Village of Homer Glen.

10. **Tree Quality**
    Trees selected for planting in the Village of Homer Glen shall be healthy, free of insects and disease, and shall be of good straight form. Selected trees shall also be free of bark bruises, and scrapes on the trunk or limbs, before and after planting. Selected trees shall have a straight trunk with limbs not lower than four feet above ground.

    All trees selected for planting in the Village of Homer Glen shall be of the *tree form* of the species.

11. **Sub-Contractors – Assignment of Work**
    The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract with the Village or their right, title, or interest therein, or their power to execute such contract, to any other person, firm or corporation, without the previous written consent of the Village Manager of Homer Glen, but in no case shall consent relieve the Contractor from their obligations or change the terms of the contract.
12. Safety
The Contractor shall insure that all its employees or agents shall abide by all general safety regulations and standards of the industry and in accordance with all applicable federal, state, and local regulations.

The Contractor shall comply with all federal, state and local laws with regards to the background checks. For security purposes, all staff assigned to Village of Homer Glen premises must be bonded and insured.

In accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. Nothing contained in the insurance requirements is to be construed as limiting the extent of the Contractor’s responsibility for payment of damages resulting from their operations under this Contract. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOB SITE SAFETY.

13. Damages
The Contractor shall assume full responsibility for the actions of its employees or agents and shall repair or replace any damaged item or area of the Village properties caused by the actions of its employees or agents, unless said damage occurred under circumstances beyond their reasonable control as determined by the Village.

Repair of all damages including but not limited to sidewalks, bike paths, walking paths, driveways, curbs, streets, fire hydrants, buffalo boxes, lawn sprinkler systems, street and traffic signs, light standards, other structures, lawns or other trees occurring during the operations of this Planting Contract shall be accomplished at the Contractor’s expense. Repairs or replacements shall be accomplished as soon as possible after the date damage occurred.

Any damage to the property caused by the Contractor’s operations shall be resolved within ten (10) days after damage occurs to the satisfaction of the Village. The Contractor shall inform the Village of any damage caused by the Contractor’s operation on the day such damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of the Village, the Village reserves the right to repair or replace that which was damaged or assess the Contractor such cost as may be reasonable and related to damage caused by the Contractor, and deduct these costs from any payment due the Contractor.

The Contractor shall confine their operations and storage of materials and equipment to the job site public right-of-way, easements or public parks. The Contractor shall exercise extreme caution so as not to trespass upon private property of third parties not involved in the contract.

15. Traffic Control and Protection.
The Contractor shall provide adequate traffic control for work area protection in compliance with the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, the State of Illinois Vehicle Code, the Illinois Department of Transportation Highway Standards, and the Illinois Department of Transportation Handbook of Traffic Engineering Practice for Small Cities. Traffic Control and Protection will not be paid for separately, but the costs shall be considered as included in the cost of the Contract and no additional compensation will be allowed. Work shall not begin until traffic control and protection has been placed by the contractor.

16. Protection of Existing Facilities
The Contractor shall make provisions so far as practicable at all cross streets, sidewalks, and bike/walk trails for the free passage of bike and foot passengers. Neither the materials nor equipment used in the installation of the work shall be so placed as to prevent free access to all fire hydrants, water valves, gas valves, man holes, in the vicinity. The contractor shall keep the various work sites and adjacent premises as free from material, debris and rubbish as is practicable, and shall remove same from any portion of the site.
Existing facilities, including grounds, structures, landscaping and so forth shall be protected by the contractor. Any damage to existing facilities shall be reported to the Village and shall be repaired promptly by the vendor when ordered to do so by the Village at no cost to the Village. All repairs of damage to existing facilities shall be made to the satisfaction of the Village. Failure to repair damage shall be just cause for withholding payment for work, which becomes due without penalty.

17. Accessibility of Contractor
Contractor shall supply cell phone numbers, daytime office numbers, and e-mail contact information of supervisors handling this job. The Contractor shall return all calls within one hour of the Village placing the call. On-site response time for complaints must be made within 24 hours of the initial call being made by the Village. The Contractor must assign an English speaking crew leader to monitor all work being performed within the Village. Failure to comply with the accessibility requirements shall be deemed as substandard work and will be subject to the same penalties.

18. Billing & Payment
In order to ensure sufficient time for the payment to be processed, invoices must be submitted for payment no later than 12:00 PM on the fifteenth (15th) day of each month. Invoicing/payments will be based on the actual amount ordered.

The Contractor shall maintain general liability and automobile liability insurance in the amount of no less than one million dollars ($1,000,000) combining single limit (CSL) per occurrence and general liability of one million dollars ($1,000,000) CSL per occurrence and two million dollars ($2,000,000) aggregate. An excess umbrella liability shall be provided with minimum limits of five million ($5,000,000) per occurrence. The Contractor shall cause the Village of Homer Glen to be named as an additional insured under the policies.

Proof by means of a Certificate of Insurance shall be filed with the Village prior to the commencement of the services under this contract. Such policy shall not permit termination or modification without at least thirty (30) days prior written notice to the Village. A new Certificate of Insurance shall be filed with the Village of Homer Glen at least thirty (30) days prior to the expiration or termination of an existing policy of insurance.

The Contractor shall also provide Workman’s Compensation Insurance for all of its employees in the amounts required by statute. Any outstanding lawsuits due to landscape maintenance services must be made known in the proposal.

20. Compliance with All Laws
The Contractor shall comply with all applicable federal, state, and local laws, regulations and ordinances. Furthermore, compliance with all applicable federal, state, and local laws, regulations and ordinances shall be the responsibility of the Contractor and not the Village.

The Contractor shall obtain, at their own expense, all permits and licenses required by Federal, State, or local law or ordinance, rule or regulation and maintain same full force and effect.

21. Termination
It is agreed that if the Contractor is declared bankrupt, either voluntarily or involuntarily, then this agreement shall terminate effective on the day and at the time the bankruptcy petition is filed, subject however, to the Village’s rights to recover for any breach under such Contract.

If the Contractor fails to meet the terms outlined in this agreement, the Village may, but need not be required to, take the following actions:
Notify the Contractor in writing of its default under the agreement and that this agreement will be terminated unless the Contractor shall perform to the satisfaction of the Village within five (5) days of the date of the aforesaid notice was mailed by the Village. In the event the default has not occurred, the Village may terminate this agreement and the Village’s obligation and the Contractor’s rights hereunder shall cease and be of further force and effect.

The Village shall have the right to contract with another party to provide such services should the Contractor not perform as specified in this agreement, and any expenses incurred in excess of the existing rates herein specified shall be assessed to and paid by the Contractor. In addition, the Contractor shall pay to the Village all its expenses including, but not limited to, attorney’s fees arising out of or in connection with or otherwise resulting from such failure of performance on the part of the Contractor. Any and all rights of the Village shall be cumulative.
EXHIBIT “D”

ADDENDUM #1

BID PRICE SHEET.
Public Parkway Tree
Planting 2019 Fall Program
With 1 year Guaranty from Time of Planting

All trees are to be 2.5” in caliper and not more than 12’ in height. Non-Prevailing Wage applies.

<table>
<thead>
<tr>
<th>Tree Species</th>
<th>Quantity</th>
<th>Unit Price Tree Planted</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Red Jewel Crabapple</td>
<td>15</td>
<td>$248.00</td>
<td>$3720.00</td>
</tr>
<tr>
<td>New Horizon Elm</td>
<td>15</td>
<td>$293.00</td>
<td>$4395.00</td>
</tr>
<tr>
<td>Oak Red, Chinkapin,Bur,Shingl</td>
<td>40</td>
<td>$328.00</td>
<td>$13,120.00</td>
</tr>
<tr>
<td>Shagbark Hickory</td>
<td>15</td>
<td>$355.00</td>
<td>$5325.00</td>
</tr>
<tr>
<td>Kentucky Coffee</td>
<td>13</td>
<td>$306.00</td>
<td>$3978.00</td>
</tr>
<tr>
<td>Thornless Honey Locust</td>
<td>15</td>
<td>$325.00</td>
<td>$4875.00</td>
</tr>
<tr>
<td>Common Hackberry</td>
<td>10</td>
<td>$288.00</td>
<td>$2880.00</td>
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<tr>
<td>Pecan Hickory</td>
<td>15</td>
<td>$355.00</td>
<td>$5325.00</td>
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<tr>
<td>American Hornbeam</td>
<td>12</td>
<td>$328.00</td>
<td>$3936.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Quantity</strong></td>
<td><strong>150</strong></td>
<td><strong>Total Cost</strong></td>
<td><strong>$47,554.00</strong></td>
</tr>
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</table>

The Village reserves the right to adjust quantities and species of trees after the low bidder has been determined.
AGENDA SUPPLEMENT SHEET

Agenda Item Number: H.4

Village Board Meeting Date: October 14, 2020

Committee Meeting Date: October 7, 2020 – A&F

Item Title: Consider for Approval Payment of Invoice No. 2007 from The Kenneth Company for the Glenview Walk Park Project, in the amount of $85,345.00.

Motion for Consideration: Is there a motion to approve payment of Invoice No. 2007 from the Kenneth Company for the Glenview Walk Park Project, in the amount of $85,345.00?

Committee Recommendation: The Administration and Finance Committee voted to recommend approval of the above motion.

Staff Contact: Assistant to the Village Manager Matt Walsh

Background Information: The Village has received Invoice No. 2007, from the Kenneth Company in the amount of $85,345.00. This invoice reflects the entirety of the installation and construction of Glenview Walk Park. The play equipment was already purchased and paid for in the amount of $114,654. This brings the total project cost to $199,999.00.

The Kenneth Company is waiting on two replacement parts, and installation is expected to be complete prior to the Board meeting. Staff is scheduling a playground safety audit of the new park before opening it to the public. If the playground fails inspection, or the replacement parts are not installed, the contractor will not be paid.

Budget Implications: The construction costs, in the amount of $85,345.00 will be paid out of the Village’s Parks Fund Acct #50.14.85.660.
**THE KENNETH COMPANY**

920 Curtiss St. #159  
Downers Grove IL 60515  
Bus: 630/679-2750  
KC0OFFICE2019@GMAIL.COM

---

**INVOICE**

To: Village of Homer Glen  
Attn: Matt Walsh  
14240 W. 151st St.  
Homer Glen, IL 60491

Date: October 2, 2020  
Project: Glenview Walk Park  
Location: Homer Glen, IL  
#2007

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Deduct</th>
<th>Add</th>
</tr>
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<tbody>
<tr>
<td>1.</td>
<td>Installation of BCI Burke Play Equipment 129-127857-4</td>
<td>$44,495.00</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Playground Concrete Curb 6” X 18”</td>
<td>$11,075.00</td>
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</tr>
<tr>
<td>3.</td>
<td>EWF Playground Surfacing</td>
<td>$12,940.00</td>
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<tr>
<td>4.</td>
<td>Drainage</td>
<td>$3,950.00</td>
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<tr>
<td>5.</td>
<td>Excavation, Grading &amp; Restoration</td>
<td>$6,630.00</td>
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<tr>
<td>6.</td>
<td>Silt &amp; Plastic Safety Fence</td>
<td>$2,255.00</td>
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<td>7.</td>
<td>Bonding &amp; Insurance</td>
<td>$4,000.00</td>
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</table>

**TOTAL:** $85,345.00

Submitted by: Ken Maloney Organization: The Kenneth Co. Date: 10/2/20
AGENDA SUPPLEMENT SHEET

Agenda Item Number: I.1

Village Board Meeting Date: October 14, 2020

Committee Meeting Date: September 1, 2020

Item Title: Consider for Approval a Proclamation Declaring October as OAKtober - Oak Awareness Month.

Motion for Consideration: Is there a motion to approve the attached proclamation declaring October as OAKtober – Oak Awareness Month in the Village of Homer Glen?

Staff Contact: Senior Planner, Melissa W. King

Background Information: October is Oak Awareness Month in the State of Illinois. The goal of the proclamation, created by the Chicago Region Trees Initiative, is to bring attention to the decline of the Oak species and its impact on ecosystems across the state. Homer Glen has a proud tradition of preservation of all trees, and this proclamation is a reaffirmation of the Village’s values and goals.

Budget Implications: There are no budget implications.
Designation of October as OAKtober – Oak Awareness Month in the Village of Homer Glen

WHEREAS, oak ecosystems have been a significant part of the Illinois landscape for more than 5,000 years and are now in a state of decline across the entire State of Illinois; and

WHEREAS, the state tree of Illinois is the White Oak; and

WHEREAS, Illinois forest, woodland and savanna communities have been greatly reduced statewide and the remaining oak ecosystems are declining in health due to the decline of oak dominance; and

WHEREAS, these threats and declines are due to lack of public awareness, impacts of invasive species, poor management practices, and reduced resources; and

WHEREAS, oak ecosystems in Illinois provide needed food and support for native insects and wildlife; oak trees and their companion species contribute to important native biological diversity; and

WHEREAS, research has shown that oak trees and forests improve our air and water quality, human health, social and economic well-being, provide jobs and revenue; and improve the overall quality of life for all citizens across all neighborhoods and community boundaries; and

WHEREAS, the Illinois Statewide Forest Resource Assessment and Strategy identifies the loss of oak ecosystems as a critical issue for the health of forest resources in Illinois and acknowledges;
  • The significant decline of oak dominance - the predominate forest type in Illinois;
  • The change in forest landscapes;
  • The decrease in forest health; and
  • A significant need to teach the mechanics of oak regeneration, protect oak woodlands and preserve our Illinois natural heritage; and

WHEREAS, the Illinois Wildlife Action Plan identifies the quality of wooded habitats in Illinois a "major concern' and the need to understand and manage oak decline in the state; and

WHEREAS, awareness of the threats and impacts to oak ecosystems is an important first step towards behavioral change and an opportunity to engage citizens to protect and improve the health and services of our oak ecosystems and natural resources overall; and

WHEREAS, Oak Awareness Month is an opportunity for government to join forces with business, industry, conservation groups, recreational groups, community organizations and citizens to take action to support our native oak ecosystem;

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and Board of Trustees of the Village of Homer Glen, that October 2020 is recognized as OAKtober – Oak Awareness Month in the Village of Homer Glen, Will County, Illinois.

Dated this 14th day of October, 2020.

_______________________________
George Yukich, Mayor

Attest:

_______________________________
Christina Neitzke-Troike, Village Clerk
Agenda Item Number: I.2

Village Board Meeting Date: October 14, 2020

Committee Meeting Date: None

Item Title: Consider for Approval Ordinance No. 20-044, an Ordinance Assigning an Available Class B Liquor License (Restaurant and Bar) to Namada Group, LLC. d.b.a. Game on Bar & Grill Located at, 15301 S. Bell Rd., Homer Glen.

Recommendation: Mayor Yukich, Liquor Commissioner, recommends approval.

Background Information: There is currently one (1) Class B liquor license available within the Village of Homer Glen. The license was originally created by Ordinance No. 18-048, but the license was never issued. The annual fee for a Class B license is currently $2,000.00.

If approved, this Ordinance conditionally assigns a Class B liquor license to Namada Group, LLC. d.b.a. Game on Bar & Grill located at, 15301 S. Bell Road, Homer Glen, IL. The Ordinance also includes a condition that the license will not be effective until an occupancy permit is issued for the restaurant. This additional condition is designed to ensure that the license is not used prior to the opening of the restaurant.

Budget Implications: An application for a liquor license costs $1,000.00 and a Class B liquor license costs $2,000.00 (line item 10-00-02-220). Payment of the license fee can be deferred until December 31, 2020.
THE VILLAGE OF HOMER GLEN
WILL COUNTY, ILLINOIS

ORDINANCE
NUMBER 20-044

AN ORDINANCE ASSIGNING AN AVAILABLE CLASS B LIQUOR LICENSE (RESTAURANT AND BAR) TO NAMADA GROUP, LLC., (OWNER BRANKO BORICICH) D.B.A. GAME ON BAR & GRILL, 15301 S. BELL ROAD, HOMER GLEN, WILL COUNTY, ILLINOIS

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

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

Published in pamphlet form by authority of the Village President and Trustees of the Village of Homer Glen on 09/23/20.
AN ORDINANCE ASSIGNING AN AVAILABLE CLASS B LIQUOR LICENSE (RESTAURANT AND BAR) TO NAMADA GROUP, LLC., D.B.A. GAME ON BAR & GRILL AT THE OFFICE, 15301 S. BELL ROAD, HOMER GLEN, WILL COUNTY, ILLINOIS

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; and

WHEREAS, an application for a "Class B" liquor license was filed with and reviewed by the Liquor Control Commissioner, with said application being for one Class B license; and

WHEREAS, the Applicant (Namada Group, LLC. (Owner Branko Boricich) d.b.a. Game On Bar & Grill, located at 15301 S. Bell Road, Homer Glen) will be eligible to receive the available Class B liquor license, which shall become effective as set forth herein.

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

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

Section 2: Awarding of a Class B (Restaurant and Bar) Liquor License – One (1) Class B Liquor License is hereby conditionally assigned to Namada Group, LLC. (Owner Branko Boricich) d.b.a. Game On Bar & Grill, located at 15301 S. Bell Road, Homer Glen, IL. It is understood that the liquor license holder must abide by all State and Local laws, ordinances and statues related to securing and maintaining said license.

Section 3: Conditions for Assignment of License – The assignment of a Class B (Restaurant and Bar) Liquor License as set forth herein shall be conditioned upon the following, in addition to the normal requirements for such a License:

a. The Village shall issue Applicant a Class B (Restaurant and Bar) Liquor License within forty-eight (48) hours, which shall be effective upon the date of issuance of an occupancy permit for the restaurant;

Section 4: 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 5: 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 6: Effective Date - This Ordinance shall be in full force and effect from and after its passage and approval.
Adopted this 23rd day of September pursuant to a roll call vote as follows:

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
<th>ABSENT</th>
<th>PRESENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pazmino</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Caprio</td>
<td></td>
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<tr>
<td>Gray</td>
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<tr>
<td>Backal</td>
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<tr>
<td>Sweas</td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>Rodgers</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Yukich (Village President)</td>
<td></td>
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<tr>
<td>TOTAL</td>
<td></td>
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</tr>
</tbody>
</table>

**APPROVED** by the Village President on September 23, 2020.

________________________
George Yukich
Village President

ATTEST:

________________________
Christina Neitzke-Troike
Village Clerk
( ) Class A – Restaurant with Service Bar
( ) Class B – Restaurant & Bar
( ) Class C – Craft Products/ Wine Facility
( ) Class D – Package Store
( ) Class E – Temporary License
( ) Class F – Beer & Wine Retail Sale
( ) Class G – Beer & Wine Package Sale
( ) Class H – Club
( ) Class I – Catering License
( ) Class J – Special Event License
( ) Class K – Recreational Facility
( ) Class L – Agritourism
( ) Class M – Wine/ Craft Beer Boutique
( ) Class N – Brewery Pub
( ) Class O – “BYO” Bring Your Own License
( ) Class P – Grocery Sip & Shop
( ) Class Q – Retirement Facility License
( ) Class R – Hotel Licenses
( ) Class R-2 – Hotel License (Limited Service)
( ) Class S – Special Promotional Permits
( ) Class T – Smoking Lounge License
( ) Class U – Theater License

TO THE LOCAL LIQUOR CONTROL COMMISSIONER OF THE VILLAGE OF HOMER GLEN

Applicant(s) respectfully petition(s) you to grant him, her, them, or it a license for the sale of alcoholic liquors at retail for the fiscal year beginning May 1, 2019 and ending April 30, 2020.

1. If a corporation, give full corporate name.

Namada Group, LLC
Doing business as BRONY BAR & GRILL

2. If a club or corporation, give the names, Social Security Numbers, phone numbers, and addresses of all officers and directors. (Insert additional sheets if necessary)

Name: BRANKO BORICICHT
Soc. Security No: 
Address: HOMER GLEN, IL
Phone: 
% of Stock Held: 100%

Name: 
Soc. Security No: 
Address: 
Office Held: 
Phone: 
% of Stock Held: 

Name: 
Soc. Security No: 
Address: 
Office Held: 
Phone: 
% of Stock Held: 

FOR VILLAGE USE ONLY

SUBMIT ORIGINAL TO VILLAGE CLERK

Application Received on

By

Zoning

Building Dept

App Fee Rec’d: $1,000.00 Ck # 1076

Annual Fee Rec’d: Ck #

Total Amount Paid:

3. If a club or corporation, state the objects for which it was organized, as provided for in the Articles of Incorporation. *Attach Articles of Incorporation.*

Date of Incorporation: Oct 29 2019
Object: Restaurant

4. Individual Applicant

Doing business as

Home Address

City, State, Zip

Phone

Email

5. Business Address

Phone

6. The name, age, date of birth, Social Security Number, and last three (3) residences of applicant or applicants:

Name: Branko Bobicich
Age: Date of Birth: __________

Home Phone Number: __________ Soc. Security No. __________

Last Three Residences

7. If applying as an Individual, give names and addresses of two or more reputable citizens of Will County who will vouch for the moral character of the applicant.

Name

Address

Name

Address
6. If a partnership, give partnership name or name of proposed partnership.

7. If a partnership, in addition to the above, give the names, ages, date of birth, phone number, Social Security Number and last three (3) residences of all persons who share in the profits. (Insert additional sheets, if necessary)

Partner ___________________________ Age ___ Date of Birth ____________

Home Phone Number ___________________________ Soc. Security No. ____________

Last Three Residences

Partner ___________________________ Age ___ Date of Birth ____________

Home Phone Number ___________________________ Soc. Security No. ____________

Last Three Residences

10. State the nature of the business or the nature of the business applicant proposes to conduct.

Restaurant

11. If entertainment on premises, state type of entertainment

12. State length of time applicant has been in business New business
13. State the location and description of premises which are to be operated under such license. (Description must be complete and must be the legal description of the premises as well as any street number if premises are known by a street number.)

14. Attach a copy of Certificate of Approval from the Will County Health Department. (If required by the Health Department in order to conduct the proposed business.)

15. State whether or not applicant has heretofore made similar application for an alcoholic license in the Village of Homer Glen or in the County of Will and the disposition of such application __________ 
   Disposition _______________________

16. State whether or not applicant has made similar application for an alcoholic license in any other City, Village, Incorporated Town or county in the State of Illinois and disposition of the application __________

17. State whether or not applicant has made similar application for similar license in the Village of Homer Glen or in the County of Will on premises OTHER than described in this application __________
   Disposition _______________________

18. Has applicant ever been convicted of a felony or misdemeanor? __________ No ______ If yes, state the nature of the crime _______________________
   Date and place of conviction _______________________
   Sentence imposed _______________________

19. Is applicant disqualified to receive license under State law? __________ No ______

20. Has applicant had previous license by State or any subdivision thereof or by Federal Government revoked, and the reason for such revocation? __________ No ______

21. Has anyone, persons, persons, club, partnership, or corporation making this application been issued a Federal Gaming Device Stamp or Federal Wagering Stamp? __________ No ______ Has such a stamp been issued to the premises? __________

22. Does any fine or judgment, whatsoever, remain unpaid in any court of Will County? __________ No ______

23. The applicant, and in the case of a corporation, all officers and persons owning in the aggregate more than 5% of the stock of the corporate applicant shall be fingerprinted by the Village of Homer Glen for transmittal to the Illinois State Police Bureau of Identification for the conduct of a criminal background check. For purposes of obtaining fingerprints under this section, an additional fee of sixty ($60.00) dollars shall be collected by CLS Investigations; the appropriate fee shall then be forwarded with the fingerprints to the Illinois Department of State Police.
   Fingerprinted? ☑ Yes ☐ No

24. Is there any school, church, hospital, home for the aged or indigent persons, for veterans and their wives or children, any military or naval station within 100 feet of the premises described in the application? __________
   List _______________________

Page 4 of 8
25. If business is to be conducted by manager or agent, does such manager or agent possess same qualifications required of applicant (other than residency within the Village of Homer Glen)? **YES**
   Will he/she be present on the premises at all times during which liquor is sold or dispensed? **YES**

26. Are premises for which license is sought owned by applicant? **NO**
   If not owned by applicant, attach copy of lease.

---

**MANAGERS**

**From Section 19(c) of the Liquor Control Ordinance:**

"At all times when the liquor license is in effect a licensee shall have on duty a manager, assistant manager or owner who is listed as managerial staff in the liquor license application of the licensee."

27. Will applicant be on duty at all times? **YES**

28. If not, list the following information for the proposed managers or assistant managers who will be on duty when applicant/owner is not present:

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone No.</th>
<th>Address</th>
<th>Date of Birth</th>
<th>Soc. Sec. No.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>JULIE SZCZEPANSKI</strong></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Date of Birth</td>
<td>Soc. Sec. No.</td>
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<tr>
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<tr>
<td>Date of Birth</td>
<td>Soc. Sec. No.</td>
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</tbody>
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Page 5 of 8
FORM TO BE USED WHEN APPLICATION IS MADE BY AN INDIVIDUAL OR PARTNERSHIP

Before license is granted, a bond in the penal sum of One Thousand Dollars ($1,000.00), executed according to the form attached hereto, must be filed with application and approved by the Local Liquor Control Commissioner.

Note:  
1. If application is made in behalf of a partnership, firm, club or corporation, then same must be signed and sworn to by at least two members of such partnership, or by the President and Secretary of such corporation.

2. Insert additional sheets where necessary to supply additional information required.

Applicant states that he will not violate, allow or permit any of his employees to violate any of the laws of the State of Illinois or the United States or the rules and regulations of the Village of Homer Glen, County of Will relating to alcoholic liquor in the conduct of his place of business.

Applicant states that he has not received or borrowed money or anything else of value and that he will not receive or borrow money or anything else of value other than merchandising credit in the ordinary course of business for a period not to exceed 90 days, as expressly permitted under Section 4 of Article 6 of "An Act relating to Alcoholic Liquors" passed by Second Special Session of the 58th General Assembly, directly or indirectly from any manufacturer, importing distributor or distributor, representative of any such manufacturer, importing distributor or distributor, nor be a party in any way, directly or indirectly, to any violation by a manufacturer, importing distributor or distributor, as set forth in Section 5 of Article 6 of the State law.

______________________________  
Signature of Applicant or Partner  

______________________________  
Signature of Applicant or Partner  

______________________________  
Signature of Applicant or Partner

______________________________  
Print Name  

______________________________  
Print Name  

______________________________  
Print Name

State of Illinois  )  
County of Will    )

SS.  

Subscribed and sworn to before me, this ______ day

of __________________________  

A.D. __________________

______________________________  
NOTARY PUBLIC

Page 6 of 8
FORM TO BE USED WHEN APPLICATION IS MADE BY A CORPORATION

Before license is granted, a bond in the penal sum of One Thousand Dollars ($1,000.00), executed according to the form attached hereto, must be filed with application and approved by the Local Liquor Control Commissioner.

Note: 1. If application is made in behalf of a partnership, firm, club or corporation, then same must be signed and sworn to by at least two members of such partnership, or by the President and Secretary of such corporation.

2. Insert additional sheets where necessary to supply additional information required.

Applicant states that he will not violate, allow or permit any of his employees to violate any of the laws of the State of Illinois or the United States or the rules and regulations of the Village of Homer Glen, County of Will relating to alcoholic liquor in the conduct of his place of business.

Applicant states that he has not received or borrowed money or anything else of value and that he will not receive or borrow money or anything else of value other than merchandising credit in the ordinary course of business for a period not to exceed 90 days, as expressly permitted under Section 4 of Article 6 of "An Act relating to Alcoholic Liquors" passed by Second Special Session of the 58th General Assembly, directly or indirectly from any manufacturer, importing distributor or distributor, representative of any such manufacturer, importing distributor or distributor, nor be a party in any way, directly or indirectly, to any violation by a manufacturer, importing distributor or distributor, as set forth in Section 5 of Article 6 of the State law.

Corporation

By:

Title:

By:

Title:

STATE OF ILLINOIS SS.
COUNTY OF WILL

I, Branko Bonich, a Notary Public in and for said County of WILL, in the State aforesaid, do hereby certify that Branko Bonich, personally known to me to be the owner of said Corporation, and , personally known to me to be the of said corporation, appeared before me this day in person and acknowledged that they signed the above and foregoing application for alcoholic liquor license and that they have read the questions and answers thereto and the statements therein as set forth in the above application and that the same is true in substance and in fact.

Subscribed and sworn to before me, this 20th day
of JUNE A.D. 2020

NOTARY PUBLIC

KIMBERLY C. SUCHOR OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires Dec 30, 2023
FOR USE BY VILLAGE OF HOMER GLEN ONLY

Approved____ Refused____ this ________________ day of

__________________________ A.D. ________

LOCAL LIQUOR CONTROL COMMISSIONER

LL# __________________
AGENDA SUPPLEMENT SHEET

**Agenda Item Number:** I.3

**Village Board Meeting Date:** October 14, 2020

**Committee Meeting Date:** October 7, 2020 - A&F

**Item Title:** Consider for Approval Ordinance 20-047, an Ordinance Declaring Surplus Property and Authorizing Its Sale.

**Motion for Consideration:** Is there a motion to approve Ordinance 20-047, an Ordinance Declaring Surplus Property and Authorizing Its Sale?

**Committee Recommendation:** The Administration and Finance Committee recommended approval of the above motion. The Committee also directed staff to include the 2008 Ford Fusion as surplus, as it had not been sold since being declared surplus in 2019.

**Staff Contact:** Facilities Manager John Robinson

**Staff Recommendation:** Facilities Manager Robinson recommends approval of the above motion.

**Background Information:** Staff recommends declaring the items listed on Exhibit "A" of the attached Ordinance as surplus and authorizing that these items be auctioned for sale. The Ordinance will be numbered prior to the October 14 Village Board Meeting. The items being declared surplus are the EMA Equipment Truck, Administration Department’s 2008 Ford Fusion and a Dump Truck with Plow, as shown on page 2. The vehicles will be put out to auction this fall.

**Budget Implications:** None.
Exhibit “A”

1991 Ford F350 Ambulance (EMA Equipment Truck) 1FDKF37MIMNB15468
1996 Ford F Super Duty (Dump Truck with Plow) 1FDLF47F5VEA56602
2008 Ford Fusion 3FAHP06Z28R161486
THE VILLAGE OF HOMER GLEN
WILL COUNTY, ILLINOIS

ORDINANCE
NUMBER 20-047

AN ORDINANCE DECLARING SURPLUS PROPERTY AND
AUTHORIZING ITS SALE

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

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

Trustees

Published in pamphlet form by authority of the Village President and Trustees of the Village of Homer Glen on 10/14/2020
Mahoney, Silverman & Cross, LLC, Village Attorneys – Joliet, Illinois 60435
AN ORDINANCE DECLARING SURPLUS PROPERTY AND
AUTHORIZING ITS SALE

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

WHEREAS, the Village of Homer Glen has the authority, pursuant to 65 ILCS 5/11-76-4
to declare property to be no longer necessary or to be in the best interests of the Village and to
authorize the sale of such property in such manner as the Village may designate; and

WHEREAS, the personal property itemized in the list attached hereto and incorporated
herein as “Exhibit A” has been determined to be no longer necessary or to be in the best interests
of the Village.

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

SECTION ONE: The Board of Trustees of the Village of Homer Glen finds that the
recitals set forth above are true and correct and includes the recitals in the Ordinance.

SECTION TWO: Authorization - Pursuant to the provisions of 65 ILCS 5/11-76-4, the
Village of Homer Glen hereby declares that the personal property itemized in the list attached
hereto and incorporated herein as “Exhibit A” is no longer necessary or to be in the best interests
of the Village and that such property may be sold in a manner approved by the Village Manager.

SECTION THREE: 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 FOUR: 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 FIVE: Effective Date - This Ordinance shall be in full force and effect from
and after its passage and approval.
Adopted this 14th day of October, 2020 pursuant to a roll call vote as follows:

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
<th>ABSENT</th>
<th>PRESENT</th>
</tr>
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<tbody>
<tr>
<td>Backal</td>
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<tr>
<td>Caprio</td>
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<tr>
<td>Pazmino</td>
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<td>Rodgers</td>
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<tr>
<td>Sweas</td>
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<tr>
<td>Yukich (Village President)</td>
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<td><strong>TOTAL</strong></td>
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</tbody>
</table>

**APPROVED** by the Village President on October 14, 2020

______________________________
George Yukich  
Village President

ATTEST:

______________________________
Christina Neitzke-Troike  
Village Clerk
Exhibit A

1991 Ford F350 Ambulance (EMA Equipment Truck)
1FDKF37MIMNB15468

1996 Ford F Super Duty (Dump Truck with Plow)
1FDLF47F5VEA56602

2008 Ford Fusion 3FAHP06Z28R161486
Agenda Item Number: I.4

Village Board Meeting Date: October 14, 2020
Committee Meeting Date: September 15, 2020

Homer Community Festival

Item Title: Consider a Motion to Approve Changes to the HomerFest Site Location and Fireworks Launch Location and New Plans for Celebrating the Village’s 20th Anniversary in Conjunction with HomerFest.

Committee Recommendation: The Homer Community Festival Committee recommends the above motion.

Staff Contact: Community Relations Coordinator Sue Steilen.

Background Information: In 2019, the Homer Community Festival aka HomerFest was moved from the Township property near 151st and Crème Road to the Village’s new Heritage Park site east of the large parking lot. The fireworks were launched from the northeast section of the Village green.

With the possibility of future construction proposed for the Village Green east of the parking lot, the HomerFest Committee has explored alternate Fest locations to use within the park. The site north of the large parking lot was chosen by the Committee as the most suitable location for the Entertainment/Beer Tent and Food Vendors. The carnival site would still be located in the parking lot.

The proposed park construction would also affect the location for launching the fireworks display. After meeting and discussing site locations with the fireworks contractor, the top of the sledding hill was chosen as the best location for launching...
the fireworks and providing ground displays. In fact, this was seen as a perfect permanent location, regardless of future construction plans.

A map of the proposed Fest and Fireworks locations is attached.

In 2021, the Village will also celebrate its 20th Anniversary. The Homer Community Festival Committee has discussed a variety of ways to add a special celebratory component to HomerFest to honor the occasion. The Committee is recommending a flight team provide a flyover before the fireworks presentation, as part of this important community celebration.

**Budget Implications:** The proposed budget for HomerFest will be presented at a future Board meeting.
Agenda Item Number: I.5

Village Board Meeting Date: October 14, 2020

Committee Meeting Dates: October 7, 2020-PS&S

Item Title: Consider for Approval the Installation of Crosswalk Pavement Markings on Eagle Ridge Drive at the Heritage Park Trail Entrance.

Motion for Consideration: Is there a motion to recommend for approval the installation of crosswalk pavement markings on Eagle Ridge Dr at the Heritage Park Trail Entrance?

Committee Recommendation: The Public Services and Safety Committee recommended approval of installing pavement markings on Eagle Ridge Dr. at the Heritage Park Trail Entrance.

Staff Contact: Chief Building Official Joe Baber

Background Information: Last year the Village installed a trail connection to Heritage Park near the intersection of 151st and Eagle Ridge Dr. The Village had received a request for the installation of pavement markings at this location. Other trail crossings in the Village do have striped pavement markings on the pavement (attached).
AGENDA SUPPLEMENT SHEET

Action Item Number: I.6

Village Board Meeting Date: October 14, 2020

Committee Meeting Date: None.

Item Title: Consider for Approval a Reduction of the Letter of Credit for the Goodlife Physical Therapy development to the new amount of $2,564.01, which will serve as the Development Warranty, in accordance with Village Code.

Motion For Consideration: Is there a motion to approve a reduction of the Letter of Credit for the Goodlife Physical Therapy Development to the new amount of $2,564.01, which will serve as the development warranty, in accordance with Village Code.

Committee Recommendation: None. Direct to Village Board.

Staff Contact: Development Services Director Salamowicz.

Background Information: On October 31, 2019, Letter of Credit No. 21902039, in the amount of $25,640.12, was issued by CNB Bank & Trust for the Goodlife Physical Therapy development in the Founders Crossing 2nd Subdivision, as required by Village Code. Shortly thereafter, construction of the facility began.

The Village was recently contacted by the developer, requesting final inspection of the site and the release of the Letter of Credit. Village Staff performed inspections of the site and found the work to be completed in accordance with the approved plans and specifications. Based on these inspections, staff recommends the reduction of the Letter of Credit, from the original amount of $25,640.12 to the new amount of $2,564.01. This amount reflects a reduction of the Letter of Credit to an amount equal to ten percent (10%) of the original Letter of Credit, in accordance with Chapter 138.3
of the Village Code. The new Letter of Credit amount will remain in place for a period of up to two years, which will serve as the development warranty.

**Budget Implications:** None.
LETTER OF CREDIT – IMPROVEMENTS
IRREVOCABLE LETTER OF CREDIT
AMOUNT: $25,640.12

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

Date: October 31, 2019
Issuer: CNB Bank & Trust, N.A.
Letter of Credit No: 21902039
Developer: Goodlife Real Estate Inc.
Subdivision: Founders Crossing 2nd Subdivision
Maturity: October 31, 2021

Ladies and Gentlemen:

We hereby issue this Irrevocable Letter of Credit in your favor up to the aggregate amount of $25,640.12.

This Letter of Credit is issued for the purpose of: A) facilitating the maintenance of subdivision, public improvements, and dedications for Founders Crossing 2nd Subdivision, including, but not limited to, streets, curbs, storm sewers, street lighting, water detention facilities, excavation, drainage patterns, and all other public improvements as set forth in the drawings, plans, specifications, plats and engineering, required and approved by the Village of Homer Glen Subdivision Ordinance and all other applicable Ordinances and Resolutions; B) any agreements, if any, between the Developer and Village of Homer Glen relating to the development of such subdivision; C) providing funds for uncompleted subdivision improvements to Phase II, including but not limited to the aforementioned; D) securing County, Township and Village fees, dedications, and contributions associated with such subdivision. This Letter of Credit is further issued for the purpose of providing security to guarantee the correct design and construction of the aforesaid public improvements as constructed and installed for a period of twenty-four (24) months after the final acceptance of such improvements by Village of Homer Glen.

Funds drawn hereunder by presentation at our counters cannot be drawn prior to one (1) year from date of issuance of this Letter of Credit. If for any cause any or all of the public improvements required to be installed in said subdivision shall not be constructed according to the construction schedule or within two (2) years in conformance with said drawings, plans, specifications and engineering, the funds included in this letter may be used by the Village of Homer Glen to complete the construction and installation of the same and may be drawn in whole or in part by the Village of Homer Glen and will be paid immediately upon written demand therefore given by the same.
This Letter of Credit shall remain in full force and effect for a period of not less than ninety (90) days after written notification by the issuer to the Village of Homer Glen, is received or until the installation and construction of said improvements are completed and approved by the Village of Homer Glen. The written notice shall be certified or registered mail, return receipt requested (or by receipted hand delivery). In the event that the expiration date is not a business day, this letter shall remain in full force and effect until the closing of the next full working day.

This Letter of Credit may be reduced to such amounts specified in writing from time to time by the Village of Homer Glen. The issuer and developer agree by reducing the amount of this letter, Village of Homer Glen are not accepting any public improvements or otherwise waiving any rights it may have.

It is a condition of this letter of credit that is shall be automatically extended without amendment for a period of one year from the present or any future expiration date unless we notify the beneficiary in writing via overnight courier service or registered mail at least ninety (90) days prior to such expiration date, that we elect not to extend this letter of credit for such additional period.

If we fail to honor drafts drawn on this Letter of Credit in addition to all other damages which are limited by the amount of this Letter of Credit, we shall also pay the Village of Homer Glen all attorney and expert fees, court costs, and all other expenses incurred by Will County and/or the Township.

This Irrevocable Letter of Credit shall not operate as a limitation upon the obligation of Goodlife Real Estate Inc. (Developer) to install all improvements required by the Village of Homer Glen and otherwise comply with all its other obligations, including the purposes for which this Letter of Credit is issued.

This Letter of Credit is subject to applicable provisions of the Uniform Commercial Code of the state of Illinois (810 ILCS 5/5-101 et. Seq).

Sincerely,

[Signature]

Jack A. Tinberg
Commercial Loan Officer
AGENDA SUPPLEMENT SHEET

Action Item Number: I.7

Village Board Meeting Date: October 14, 2020
Committee Meeting Date: October 7, 2020  PS&SC
             June 3, 2020
             March 4, 2020
             February 5, 2020
             December 4, 2019

Item Title: Consider for Approval an Engineering Agreement with HR Green, to Prepare Engineering Plans and Specifications for a Multi-Use Pedestrian Crossing, at Mackinac Road, to the Forest Preserve District of Will County’s Bike Trail, on the west side of South Bell Road, for a Not to Exceed Amount of $8,935.

Motion For Consideration: Is there a motion to approve an engineering agreement with HR Green, to prepare engineering plans and specifications for a multi-use pedestrian crossing, at Mackinac Road, to the Forest Preserve District of Will County’s Bike Trail, on the west side of South Bell Road, for a not to exceed amount of $8,935.

Committee Recommendation: At the June 3, 2020 meeting, the Public Services & Safety Committee voted unanimously, not to approve the trail connection, citing that, “It was not feasible at this time to provide access to the Will County Forest Preserve trails due to costs, engineering difficulties and safety concerns at the Mackinac Rd./ South Bell location.”
**Staff Contact:** Development Services Director Salamowicz.

**Background Information:** The Village received a request, from a resident of the DeBoer Woods subdivision, for a bike trail connection to the Forest Preserve District of Will County’s multi-use path, along South Bell Road, which is located in their Messenger Marsh Preserve. The request was brought before the Village’s Public Services & Safety Committee, for review and discussion at multiple meetings.

As a follow up to these discussions, staff contacted the FPDWC to determine whether the District would allow a connection to their Messenger Marsh trail. Staff ultimately received a response from the FPDWC, in which they noted that a trail connection may be possible, however, this would most likely depend on the location and design of the proposed connection. Furthermore, the Village and the FPDWC would ultimately need to enter into an agreement, should the proposed connection be approved.

At the June 3, 2020 meeting, the Public Services & Safety Committee further discussed the viability to construct a multi-use path crossing at Mackinac Road. The concerns that were raised included the following:

- There are existing drainage ditches and pipe culverts located at both the northeast and southeast corners of Mackinac Road intersection, would interfere with the proposed trail crossing, and would therefore need to be modified.

- There is a drainage ditch along the west side of South Bell Road, which would need to be traversed. In addition, depending on the design and potential requirements from the FPDWC, should they require the trail connection to be made at the 167th Street & South Bell Road intersection, where there is an existing trail crossing 167th Street, the drainage ditch along the east side of South Bell Road would need to be modified and/or piped, adding to the potential construction costs of the project.

- There are no existing sidewalks or bike trails within the DeBoer Woods subdivision, thus any proposed multi-use path would not connect to any existing pedestrian facilities within the subdivision.

- There are concerns regarding the traffic on South Bell Road in relation to the potential Mackinac Road crossing location, as well as the traffic entering and exiting the DeBoer Woods subdivision, that the Committee raised concerns about.

- It should be noted that neither the engineering design costs or the potential construction costs, for this project, were included in the current Village budget.

**Based on these discussions, the Committee voted unanimously, not to approve the trail connection, citing that, “It was not feasible at this time to**
provide access to the Will County Forest Preserve trails due to costs, engineering difficulties and safety concerns at the Mackinac Rd./ South Bell location.”

Following the recommendation, not to proceed, by the PS&SC, Trustee Carlo Caprio, Village Manager Karie Friling and Development Services Director Michael Salamowicz met with the DeBoer Woods resident, at the Mackinac Road and South Bell Road Intersection, to further discuss a potential path crossing at this location. During the on-site meeting, multiple people (including children) were observed crossing South Bell Road at this location, to gain access to the Messenger Marsh trail. Traffic along South Bell Road was observed to be somewhat heavy (the on-site meeting took place at 4:00 pm) and moving rapidly and numerous vehicles were also observed to be entering and existing the DeBoer Woods subdivision.

Various engineering design and safety concerns were discussed with the resident, including requirements for ADA compliance. Budgeting issues and permitting and construction costs were also discussed with the resident. As a follow-up, staff was directed to obtain a cost for engineering services, for the design of a potential path crossing, with the information to be brought back to the PS&SC for further discussion. Staff obtained a proposal from HR Green, to prepare engineering plans and specification for the proposed crossing, for a not to exceed amount of $8,935. HR Green was selected for this project, due to the previous topographic survey they had previously completed and provided to the Village, at this location.

The Mackinac Road multi-use path crossing was included on the agenda and discussed at the October 7, 2020 PS&SC meeting. It was noted by the Committee that this item had been previously voted on, with the recommendation that the crossing not be constructed at this time, due to previously discussed reasons. Thus, the PS&SC voted unanimously to forward this item directly to the Village Board, with the previous “not approved” recommendation by the Committee.

Budget Implications: The cost to prepare engineering plans and specifications, for the proposed path crossing, shall not exceed $8,935. It should be noted that neither the design or construction of this path is included in the current Village budget. Funding for this would come from the contingency line-item. The cost for construction is unknown, at this time.
PROFESSIONAL SERVICES AGREEMENT

For
Bell Road Pedestrian Path
Design Engineering Services

Michael Salamowicz
Development Services Director
Village of Homer Glen
14240 W 151st Street
Homer Glen, IL 60491
708-301-0632

Akram Chaudhry
Vice President
HR Green, Inc.
420 Front Street
McHenry, IL 60050

September 25, 2020
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2.0 SCOPE OF SERVICES
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4.0 ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES
5.0 SERVICES BY OTHERS
6.0 CLIENT RESPONSIBILITIES
7.0 PROFESSIONAL SERVICES FEE
8.0 TERMS AND CONDITIONS
THIS AGREEMENT is between Village of Homer Glen (hereafter “CLIENT”) and HR GREEN, INC. (hereafter “COMPANY”).

1.0 Project Understanding

1.1 General Understanding

The CLIENT proposes to install a pedestrian path connection along Bell Road near the intersections of 167th Street and Mackinac Road. The connection will provide access from DeBoer Woods subdivision to the existing trail network crossing of the adjacent Forest Preserve District of Will County (FPDWC). The project will be constructed with Local funds.

The work to be performed by HR Green will generally include the engineering and design required to construct a proposed eight to ten-foot asphalt path along Bell Road. The path will begin at the existing intersection of Mackinac Road and extend across Bell Road for a connection to the existing trail system of the FPDWC. The path will be designed to avoid existing trees on the Village property where possible.

It has been assumed that the overall construction cost for the project will be less than $25,000 which would allow the CLIENT avoid the requirement to competitively bid the project and can solicit prices directly with local contractors. Therefore, COMPANY has not included bidding services as part of this agreement.

1.2 Design Criteria/Assumptions

The following design guidelines will apply to this project:
1. Village of Homer Glen Specifications
2. IDOT Bureau of Local Roads and Streets

2.0 Scope of Services

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

2.1 Geometric Design and Concept Review

1. It has been assumed that the path will connect into the existing FPDWC trail system at one of the locations noted below. The concept review will analyze each crossing location and coordinate with CLIENT to determine the preferred alignment:
   1. Crossing at intersection of Bell Road at Mackinac Road
   2. Crossing at intersection of Bell Road at 167th Street

2. Establish the proposed alignment of the path. Hand sketches of alternate path alignments will be provided to the Village. After an alternate is selected, a detailed alignment will be developed. It has been assumed that one detailed alignment will be designed.
3. Develop proposed vertical profile of the path. The proposed profile will meet ADA requirements. It has been assumed adjacent areas will be graded and no retaining walls required.
4. Develop preliminary cross sections every 50’ and at critical points. Cross sections to include information regarding cross slopes, existing and proposed elevations.
5. Prepare the plan and profile sheet (1” = 50’) of the path
2.2 Permits
The improvements will not require any permits to be acquired.

2.3 Engineer’s Opinion of Probable Cost
An Engineer’s Opinion of Probable Cost (EOPC) for the project will be prepared and submitted to the CLIENT for review and approval at the 90% and 100% milestones.

2.4 Contract Plans and Specifications
HR Green will develop engineering plans and special provisions for the project. Plans will be completed to predetermined milestones for submittal which will consist of pre-final (90%) and final (100%) engineering documents. Comments received will be addressed and a disposition of comments provided. CADD drawings of final design will also be submitted to the CLIENT for comment, if requested, before they are finalized. All construction documents will be reviewed by a QA/QC engineer prior to their submittals to be certain of their completeness, accuracy, and constructability.

The plan sheets will consist of the following:

<table>
<thead>
<tr>
<th>Item</th>
<th>No. of Sheets</th>
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<tbody>
<tr>
<td>General Notes / Index of Sheets / List of Highway</td>
<td>1</td>
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<tr>
<td>Standards /Typical Section</td>
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<td>Removal Plans</td>
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<tr>
<td>Erosion Control Plans/Restoration Plan</td>
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<td>Miscellaneous Details</td>
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<tr>
<td><strong>Total No. of Sheets</strong></td>
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2.5 QA/QC
Quality Assurance and Quality Control will be provided in accordance with COMPANY’s current QA/QC plan.

2.6 Meetings, Field Checks, and General Coordination
This project will require coordination to complete the project. It is anticipated that coordination will be completed with email and phone calls and no meetings are included.

2.7 Administration
This item includes project management and general administrative tasks associated with oversight and monthly billing.
3.0 Deliverables and Schedules Included in this Agreement

3.1 Deliverables

Deliverables included in this contract are:

Plans and Specifications.
1. The following will be submitted to the CLIENT:
   i. 90% Milestone – two (2) copies of the special provisions, plans and the EOPC to the client.
   ii. 100% Milestone – two (2) copies of the special provisions, plans and EOPC to client.
   A PDF of the final documents will be provided.

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

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT:

1. Construction Observation Services
2. Bidding Services
3. Coordination and Meetings with FPDWC
4. Preparation of Permit with FPDWC

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

5.0 Services by Others

None

6.0 Client Responsibilities

CLIENT shall provide the following items:
1. Review of alternates, drawings, specifications and information submitted by the Engineer.

7.0 Professional Services Fee

7.1 Fees

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

7.2 Invoices

Invoices for COMPANY’s services shall be submitted, on a monthly basis. Invoices shall be due and payable within 30 days upon receipt. In the event that any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorneys’ fees.

7.3 Extra Services

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

7.4 Exclusion

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

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

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<tr>
<th>Item</th>
<th>Hours</th>
<th>Sub Total Fee</th>
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<td>Geometric Design and Concept Review</td>
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<tr>
<td><strong>Total</strong></td>
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Time and material basis with a Not to Exceed fee of $8,935.00.
8.0 Terms and Conditions

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

8.1 Standard of Care

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

8.2 Entire Agreement

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

8.3 Time Limit and Commencement of Services

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

8.4 Suspension of Services

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

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

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days’ notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Books and Accounts

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

8.6 Insurance

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

8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days’ written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not
terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY’s reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

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

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

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

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

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

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

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

8.14 Attorney’s Fees
If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

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

8.16 Reuse of Documents

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

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

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY’S plans, specifications or design intents not be followed, or for problems resulting from others’ failure to obtain and/or follow COMPANY’S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY’S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that result from failure to follow COMPANY’S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY’S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY’S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT’s failures according to COMPANY’S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY’S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor’s techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY’S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY’s express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT’S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys’ fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during
which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

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

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc., provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys’ fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

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

8.21 Force Majeure

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

8.22 Job Site Visits and Safety

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

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT’s premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide
professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

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

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

8.24 Certificate of Merit
The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier’s opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Limitation of Liability
In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY’S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys’ fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY’S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed $50,000.00, or the COMPANY’S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

8.26 Design Without Construction Observation
It is agreed that the professional services of COMPANY do not extend to or include the review or site observation of the contractor’s work or performance and the CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation. It is further agreed that the CLIENT will defend, indemnify and hold harmless COMPANY from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor’s performance or the failure of the contractor’s work to conform to the design intent and the contract documents. COMPANY agrees to be responsible for its employees’ negligent acts, errors or omissions.
8.27 Municipal Advisor

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

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

Sincerely,

HR GREEN, INC.

[Signature]
Akram Chaudhry, PE

Approved by: [Signature]
Printed/Typed Name: Akram Chaudhry
Title: Vice President Date: September 25, 2020

VILLAGE OF HOMER GLEN

Accepted by: [Signature]
Printed/Typed Name: [Signature]
Title: [Signature] Date: [Signature]
Disclaimer of Warranties and Accuracy of Data: Although the data developed by Will County for its maps, websites, and Geographic Information System has been produced and processed from sources believed to be reliable, no warranty, expressed or implied, is made regarding accuracy, adequacy, completeness, legality, reliability or usefulness of any information. This disclaimer applies to both isolated and aggregate use of this information. The County and elected officials provide this information on an "as is" basis. All warranties of any kind, express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, freedom from contamination by computer viruses or hackers and non-infringement of proprietary rights are disclaimed. Changes may be periodically made to the information herein; these changes may or may not be incorporated in any new version of the publication. If you have obtained information from any of the County web pages from a source other than the County pages, be aware that electronic data can be altered subsequent to original distribution. Data can also quickly become out of date. It is recommended that careful attention be paid to the contents of any data, and that the originator of the data or information be contacted with any questions regarding appropriate use. Please direct any questions or issues via email to gis@willcountyillinois.com.
1. Call to Order.

The meeting was called to order at 6:31 p.m. by co-chairman Carlo Caprio.

2. Pledge of Allegiance to the Flag.

3. Roll Call.

Members present at 6:33 p.m. were Co-chairman Barque Backal, Development Services Director Mike Salamowicz, Homer Township Fire Protection District Deputy Chief Dave Bricker, Homer Township Fire Protection District Chief Chris Locacius, Will County Sheriff’s Department Lt. Jim Holuj, Northwest Homer Fire Protection District Deputy Chief Todd Fonfara, Homer Township Highway Commissioner Mike DeVivo, and EMA Director John Robinson. Also present was Mayor George Yukich, Village Manager Karie Friling, and staff liaison Chief Building Official Joe Baber.

4. Approval of Amendments to the Agenda.

A motion was made by Chris Locacius to move item 8.d, Creek clean up discussion to be the first item under Old Business. Motion was seconded by Mike DeVivo. The motion passed unanimously.

5. Minutes.

a) March 4, 2020

Co-chairman Carlo Caprio stated that the minutes from the March 4, 2020 Public Services & Safety Committee meeting were being presented for approval. Chris Locacius made a motion to approve the minutes from the February 5, 2020 meeting; seconded by John Robinson. The motion passed unanimously.

6. Reports and Communications.

a) Chairman’s Report

Carlo Caprio reported there is increased traffic and lines at Bellside Seven Auto due to the closing of other emission facilities in the area.

Barque Backal reported he attended the Joey Farbo memorial ride which occurred last Saturday. It was well attended and was an emotional and moving event.

b) Fire District Reports.

Homer Township Fire Protection District reported the has been no public education occurring due to the Covid-19 pandemic. Their supplies of PPE’s are good. They have
also met with representatives from Silver Cross Hospital and the Village of Homer Glen on a regular basis. Northwest Homer Fire Protection District also reported they have attended the same meetings.

c) Will County Sheriff Report.

Lt. Jim Holuj reported call volume is down since the onset of the Coronavirus situation. He reminded everyone there is a lot of misinformation on social media. The deputies continue to have a visible presence in the community. They also attended the Joey Farbo memorial ride.


John Robinson reported they provided traffic control Friday evening for a graduation event at Reed School. They also assisted on Sunday dealing with the civil unrest concerns.

e) Homer Township Road District Report.

Mike DeVivo reported they are in the process of their summer maintenance program. This involves paving, concrete and other repairs which should be completed by the end of June. Mike also reported they are evaluating the Parker Rd. signage and will explore an engineering study for this location.

f) Development Services Director Report.

Mike Salamowicz reported there was record rain totals reported for the month of May and the Village has received numerous drainage complaints. Areas with standing water should subside within 48 hours of the event. The Village is currently on a number of drainage projects and have applied for DECO grants for two projects, Chickasaw Hills and Eagle Ridge.

g) Building Official Report.

Joe Baber reported that permits are up significantly during the Coronavirus Outbreak. Joe additionally provided updated traffic data reports for Parker Rd. It showed traffic coming from the north, Lemont, are close to 10mph over the posted limit.

7. Public Comments.

Resident Arlene See thanked trustee Sharon Sweas and Mike DeVivo for their assistance regarding flooding concerns in the Spring Creek Woods area along Long Run Creek. She stated she has been a resident for 42 years and has not experienced the type of flooding which has recently occurred. She requested the Village’s assistance in looking into this problem which does have some safety concerns.
Resident Agnes Kleplzarek echoed the concerns of Arlene and added the standing water she has experienced does have a bad odor when it is present.

Resident Martha Martin also voiced her concerns regarding flooding. She added they have cleaned a lot of debris from the creek.

Susan Dudek requested direction regarding a memorial cross being install on Parker Rd. where a motorcycle accident occurred resulting in the death of Joey Farbo. Staff will work with them regarding installation location.

Resident Joh Lobick wanted to thank the Sheriff’s Department and Highway Department for the quick response during the most recent flooding event.

Resident Marta Mkgola also voiced her concerns regarding flooding along Long Run Creek and they too clean the creek as much as possible.

Resident Karol Staszeczka also asked if some clean up can occur along the creek. His property is highly impacted by the blockages which he has observed in the creek.

8. Old Business.

d) Creek clean-up discussion – Discussion occurred regarding what can occur to address the flooding problems along Long Run Creek. It was communicated that the creek is on private properties and the Village of Homer Glen or the Highway Department cannot provide equipment to clean the creek on the private properties. It was suggested that the residents work together to address the problems associated with the creek. The Village will work on getting an inventory of properties along the creek. The condition of drainage pipes will also be evaluated and residents will be provided with do’s and don’ts information for along the creek. The Village would also assist in drafting a letter regarding the condition of the creek and request feedback from residents regarding interest in working with the Village in a Creek Clean-Up Days event.

a) Covi-19 Update- Representatives from the Village of Homer Glen, Highway Department, Will County Sheriff’s Department, EMA have been conducting weekly tactical meetings regarding the Covid-19 pandemic.

b) South Bell Rd./ DeBoer Woods Forest Preserve Walkway Update – Discussion occurred regarding the challenges at the proposed location for a walkway connecting to the Forest Preserve trail. A motion was made by Chris Locacius that it was not feasible at this time to provide access to the Will County Forest Preserve trails due to costs, engineering difficulties and safety concerns at the Mackinac Rd./ South Bell location. Second by John Robinson. Motion passed unanimously.

c) EOP Update- Continued work on the Emergency Operations Plan was slowed due to the Coronavirus outbreak. Additionally, a new EOP template will need to be used as required by Will County. Also training once the EOP is finalized will
need to occur.

e) SOP #3 discussion – Joe Baber reported that the Standard Operating Procedure of procedure for resident-initiated requests for traffic and/or parking changes will be reported to the committee as outlined in the SOP.


a) Heritage Circle Traffic Calming- Discussion occurred regarding the installation of traffic calming devices on Heritage Circle. It was suggested that the devices be installed for determination on the impact to Emergency responder vehicles.

b) Traffic Calming Discussion- Joe Baber reported on a number of resident-initiated requests of locations which will be evaluated for speeding or the need for stop sign installation. Traffic data will be reported and forwarded to the committee for determination on which additional steps will be taken.

10. Adjournment.

Motion by Mike Salamowicz, seconded by Barque Backal. Motion carried. The meeting adjourned at 9:09 pm.

Respectfully Submitted:

____________________________
Joseph D. Baber
Chief Building Official
AGENDA SUPPLEMENT SHEET

Action Item Number: I.8

Village Board Meeting Date: October 14, 2020

Committee Meeting Date: None.

Item Title: Consider a Motion to Approve a Drainage License Agreement Between the Village of Homer Glen and the Forest Preserve District of Will County, for Drainage Work Related to the Oak Valley Subdivision.

Motion For Consideration: Is there a motion to approve a Drainage License Agreement, between the Village of Homer Glen and the Forest Preserve District of Will County, for drainage work related to the Oak Valley Subdivision.

Committee Recommendation: None. Direct to Village Board.

Staff Contact: Development Services Director Salamowicz.

Background Information: As the Board knows, the Village inherited numerous drainage issues following incorporation. One of the subdivisions that has experienced significant flooding events is the Oak Valley subdivision.

Over the last ten-plus years, the Village has completed several drainage projects in the Oak Valley subdivision, in an effort to address these drainage issues. However, additional work is still required within this subdivision. One of the issues that still needs to be addressed is related to the subdivision’s storm sewer outfall into the Forest Preserve District of Will County’s property, located along the south side of the subdivision. Over the years, vegetation, sediment and other debris have collected on the FPDWC’s property, which impedes the proper flow of drainage from the Oak Valley subdivision.
The Village has met with representatives from the FPDWC numerous times, in an effort to improve the drainage in this area. Unfortunately, the FPDWC is unwilling to address these drainage issues. However, the FPDWC has agreed to enter into an agreement with the Village, which would provide the Village access to make improvements on the FPDWC property that would improve drainage in the Oak Valley subdivision, as well as provide continued maintenance of the outfall, to retain the free flow of stormwater, from the subdivision.

The Drainage License Agreement, prepared and executed by the FPDWC, would provide for a term of twenty-years, for the purpose of constructing and maintaining a drainage ditch, per approved plans (to be submitted separately), within portions of the License Area (plat to be submitted separately upon completion of the drainage plan). The cost of the drainage improvements and future maintenance of these improvements, will be the sole cost of the Village of Homer Glen. However, there is no cost associated with the acquisition and execution of the subject Drainage License Agreement.

**Budget Implications:** None.
This Agreement made and entered into this 10th day of September, 2020 by Board approval, Ordinance No. 582 and by signature of both parties, by and between the Forest Preserve District of Will County (LICENSOR) a body corporate and politic, with principal offices at 17540 Laraway Road, Illinois 60433, and the Village of Homer Glen, an Illinois municipal corporation (LICENSEE), 14240 W 151st St, Homer Glen, IL 60491.

WHEREAS, the LICENSOR is the owner of certain lands situated in the County of Will, in the State of Illinois commonly known as Messenger Marsh Preserve (Preserve), and is authorized by State Statute (70 ILCS 805/6) to grant licenses “for the construction, operation and maintenance upon, under or across any property of such District of facilities for water, sewage, telephone, telegraph, electric, gas or other public service, subject to such terms and conditions as may be determined by such District”. District Ordinances and Policies allow the granting of utility, transportation, and ingress/egress licenses which do not contradict its mandate, ordinances, or policies, and which provide a public benefit; and

WHEREAS, the LICENSEE requires a license from the LICENSOR for the purposes of LICENSEE constructing and maintaining a drainage ditch on the Forest Preserve District of Will County’s Tract No. 260 and 290; and

WHEREAS, LICENSEE represents and warrants to LICENSOR that LICENSEE has authority to enter into this Agreement and that the proper action has been taken by LICENSEE to authorize the execution of this Agreement by LICENSEE;

WHEREAS, the proposed drainage improvements are a necessary public improvement to alleviate flooding in the LICENSEE’s jurisdiction; and

WHEREAS, the LICENSOR is willing to grant LICENSEE such permission upon the terms and conditions set forth as follows.

The LICENSOR hereby grants to LICENSEE a license for a term of twenty (20) years, commencing September 10, 2020 (“commencement date”) and terminating September 10, 2040 (“termination date”) for the purpose of constructing and maintaining, at LICENSEE’s sole cost and expense, a drainage ditch per plans approved by the LICENSOR within the portion of the Preserve (“License Area”) as shown and described on the attached Exhibit A, and not within any other areas of the Preserve, upon the following conditions:
Drainage License No. 20-07
Page 2 of 8

1. This license may be renegotiated and renewed upon expiration. The LICENSEE shall be required to remove any or all installations and improvements and restore the property to the condition it was in prior to the construction of such installations and improvements, unless the license is successfully re-negotiated prior to the termination date. Said removal and restoration shall be completed by LICENSEE within thirty (30) days of the termination date, unless otherwise authorized by the LICENSOR in writing.

2. LICENSEE shall assume all risks and liabilities for damages, injuries, or loss to either property or persons which may be incurred by the LICENSEE or its agents, employees, contractors, and invitees within the License Area.

3. This Non-Exclusive License as herein granted may be used by the LICENSEE solely for the purpose of constructing and maintaining a drainage ditch as approved by the LICENSOR. The LICENSEE does not have the right to license or otherwise grant or assign rights in, on, under, or across the License Area to other parties.

4. The LICENSEE shall at all times conduct its activities within the License Area in such a manner as not to interfere with or otherwise impede the LICENSOR’s use, management, and/or development of the Preserve which surrounds the License Area.

5. The LICENSEE agrees to indemnify, hold harmless and defend the LICENSOR, its Commissioners, Officers, Agents, Attorneys and Employees from and against any and all losses, expenses, claims, costs, causes and damages, including without limitation, litigation costs and fees (including costs and expenses such as attorney’s fees, expert witness fees incident thereto) from any and all demands, actions, or suits in law or in equity for, or on account of, injury (including death), damage or loss to the person or property of others, including but not limited to any injury, damage or loss to employees or agents of LICENSEE, caused by the LICENSEE while constructing, installing, maintaining, operating, repairing, removing, restoring, or that may be caused otherwise by the LICENSEE in its exercise of the rights granted herein. The LICENSEE agrees to indemnify, hold harmless and defend the LICENSOR, its Commissioners, Officers, Agents, Attorneys and Employees from and against any and all losses, expenses, claims, costs, causes and damages, including without limitation, litigation costs and fees (including costs and expenses such as attorney’s fees, expert witness fees incident thereto) from any and all demands, actions, or suits in law or in equity for, or on account of, an claim against the District, District property or District funds brought by, or on behalf of any contractors, subcontractors or material supplier of LICENSEE as a result of any work performed or materials supplied in connection with the LICENSEE’s exercise of any rights granted herein.

6. Except in emergencies, the LICENSEE shall provide the LICENSOR with at least 48 hours advanced notice prior to any excavation or vegetation removal conducted in connection with the construction, maintenance, operation, inspection, repair, removal, or restoration within
7. Except in emergencies, the LICENSOR shall provide the LICENSEE with at least 48 hours advanced notice prior to any action within the License Area which may negatively impact the LICENSEE’s rights granted herein. Notice shall be sent to the LICENSEE at the above referenced address.

8. The provisions of any of the LICENSOR’s currently existing agreements, and all rights, powers, privileges, duties, obligation, and liabilities created thereby, remain in full force and effect, and are not affected hereby except to the extent and in the manner set forth herein. LICENSEE’s rights, powers and privileges hereunder shall be subject to LICENSOR’s currently existing agreements.

9. Upon completion of construction, repair, removal, or other excavation or vegetation removal activities the LICENSEE shall restore the License Area, and any associated areas of impact, whether within or outside of the Preserve, to the reasonable satisfaction of the District.

10. The LICENSEE is responsible for procuring all necessary Federal, State, County, and municipal permits, variances, signoffs, etc. LICENSEE shall provide copies of all applications, baseline information, natural and cultural resource data reports, Environmental Impact Statements, and Environmental Assessment Report required for review and comment prior to submittal of any applications to the applicable governmental agencies. Proof of permits and signoffs will be required.

11. Special Conditions:

A. LICENSEE is responsible for and shall provide Exhibit A of this License. Exhibit A is to be plat of survey illustrating the location of the License Area with a legal description of that License Area.

B. The LICENSEE shall apply for and obtain a Special Use Permit from LICENSOR prior to any work being performed on District Property and/or the License Area.

C. LICENSEE shall provide LICENSOR with photos of the existing conditions in and around the area of impact and license areas (i) prior to the commencement of any clearing and grubbing of the License Area, and (i) after clearing and grubbing, prior to the commencement of construction and installation of the drainage ditch.

D. LICENSEE shall perform all work per construction and landscape plans
dated _____ and approved in writing by the LICENSOR.

G. LICENSEE shall insure that construction warning signs, fences, and erosion control measures are installed prior to any work being performed on District property and shall maintain such warning signs, fences and erosion control measures at all times required by applicable law or ordinance.

H. LICENSEE shall provide for the accurate placement of District boundary signs along the mutual property line at the conclusion of the drainage project.

I. LICENSEE shall provide for the restoration of any vegetation or damage to topography due to LICENSEE’s work or actions outside of the License Area on LICENSOR’s property.

This license is not assignable by the LICENSEE without the LICENSOR’s written permission. In the event that LICENSEE fails to comply with any of the conditions of this Agreement, LICENSOR shall have the right, upon written notice to LICENSEE to terminate this Agreement and license and require LICENSEE, at LICENSEE’s sole cost and expense, to remove all LICENSEE’s installations, and improvements and restoration by the LICENSEE of the License Area.
IN WITNESS WHEREOF, the parties have executed this instrument the day and year first referenced above.

FOREST PRESERVE DISTRICT OF WILL COUNTY

By: __________
KENNETH E. HARRIS, President
Forest Preserve Board of Commissioners

ATTEST:

By: __________
MIMI COWAN, Secretary
Forest Preserve Board of Commissioners

APPROVED:

Aye ______
Nay ______
Abstain ______
Date ______

VILLAGE OF HOMER GLEN

By: __________
George Yukich, Mayor
Village of Homer Glen

ATTEST:

By: __________
Christina Neitzke-Troike, Village Clerk
Village of Homer Glen

APPROVED:

Aye ______
Nay ______
Abstain ______
Date ______
Notarization of LICENSEE:

State of _______________________

) ss.

County of _______________________

I, the undersigned, a Notary Public in, and for said County, in the State aforesaid, DO HEREBY CERTIFY that ______________________ and ______________________, personally known to me to be the ______________________, and ______________________ respectively of ______________________ and to be the same persons whose names are subscribed to the foregoing instrument as such ______________________ and ______________________ respectively, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said entity for the uses and purposes therein set forth; and on their respective oaths stated that they were duly authorized to execute said instrument, and that the seal affixed thereto is the seal of said entity.

Witness my hand and official seal, this ____ day of ______________, ____ at ________.

____________________________
Notary Public in and for said County

My Commission Expires: _________
Notarization:

State of _____ Illinois _____)
                                      ) ss.
County of _____ Will _____)

I, the undersigned, a Notary Public in, and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kenneth E. Harris and Mimi Cowan, personally known to me to be the President, and Secretary respectively of the Board of Commissioners of the Forest Preserve District of Will County and to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary respectively, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said entity for the uses and purposes therein set forth; and on their respective oaths stated that they were duly authorized to execute said instrument, and that the seal affixed thereto is the seal of said entity.

Witness my hand and official seal, this 10th day of September, 2020 at ________.

[Signature]

Notary Public in and for said County

My Commission Expires: 10-12-21
Exhibit A
Plat of License for Drainage License (To be forthcoming)
Agenda Item Number: I.9

Village Board Meeting Date: October 14, 2020

Item Title: Consider for Approval the New Marketing Brandmark and 90% Draft Brand Guidelines for the Village of Homer Glen.

Motion for Consideration: Is there a motion to approve the New Marketing Brandmark and 90% Draft Brand Guidelines for the Village of Homer Glen?

Recommendation: Village Manager Friling, Economic Development Director Patch and the Branding Project Steering Team.

Background Information: The Village’s historical use of branding has been highly variable with designs created on a project by project basis. The Strategic Planning process in 2017-2018 identified the need for consistent branding to help build the sense of community identity.

The recommended new marketing brandmark and 90% draft Brand Guidelines document is the result of a three-phase design process that began in February to update the branding strategy and improve gateway signage. Residents, community stakeholders, the Community & Economic Development Committee, a project Steering Team and the Village Board were engaged throughout each phase.

The Brand Guidelines establish uniform standards for a primary brandmark and sub-brands including economic development and business districts. An implementable gateway signage design plan will project the unique character of Homer Glen. A brand use matrix and rollout strategy provide guidelines to maintain the integrity of the brandmark and prioritize its implementation. There is no change to the Village Seal which will continue to be used in official and legislative capacities.

The new marketing brand will transform branding efforts into a unified strategy to more effectively communicate the Village’s authentic story and assist the Village with identity in the marketplace. The proposed new brand is unique to Homer Glen and will help promote the Village and its assets.
The Village’s Branding Project consultant, MERJE, will present the proposed marketing brandmark and 90% draft Brand Guidelines for Village Board feedback and approval. Pending Village Board approval and based on the comments from the Village Board, the Brand Guidelines document will be finalized. The completed Brand Guidelines document and art files for the new brand will then be submitted to the Village to complete the consultant’s original scope of work.

Attachment:
90% Draft Homer Glen Brand Guidelines
HOMER GLEN
BRAND GUIDELINES

90% DRAFT DOCUMENT FOR REVIEW

Village of Homer Glen
14240 W 151st Street
Homer Glen, IL 60491
T: 708.301.0632
www.homerglenil.org
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SECTION 1
BRAND STRATEGY

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9  Background
10 The Village of Homer Glen Experience
12 Brand Toolbox Overview
15 Brand Promise & Personality
As soon as you enter the Village of Homer Glen you are greeted with open views of the lush countryside. Gently rolling hills, wooded forest preserves and stately housing communities announce you are somewhere unique, tranquil and full of possibilities. Homer Glen is different from the surrounding communities. It’s an escape from the traffic and noise of suburban sprawl - a natural environment with a robust agricultural history.

Homer Glen also has a bright future ahead. Being a young Village - about 20 years old, the Village has the opportunity to make smart decisions about it’s growth, keeping the Village’s guiding principal of "Community and Nature in Harmony" at the heart of that growth.
The Village of Homer Glen Branding and Logo development was the result of many Village Stakeholders and the public coming together to share their thoughts with the Project Steering Committee, the Village Board and Consultant Team. The Steering Committee worked closely with the Consultant to refine designs to present to the Village Board.

**MARCH:** Kick-Off Meetings / Discovery / Visual Exercises
• Stakeholders Interviews
• CED Committee with Stakeholders
• Village Community (Public Meeting)
59 people attended the March meetings

**APRIL:** Presented Brand Study Results to Steering Committee

**MAY:** Initial Brand Concepts Presented to Steering Committee
(2 meetings)

**JUNE:** 5 Concepts Presented
• Village Community (Online Survey)
• CED Committee with Stakeholders
• Village Board

**JULY:** Design Refinement / Steering Committee
(4 meetings)

**AUGUST:** Final Design Presentation
• CED Committee with Stakeholders
• Village Board

**OCTOBER:** Village Board Adoption
The Village of Homer Glen is unlike any of the surrounding communities. Its open space, multiple natural preserves, and large residential lots all contribute to the feeling of calm as soon as you enter the Village boundaries.

The Village is surrounded by older, more built up communities.

Those neighboring communities can’t claim the natural environment Homer Glen possesses, or the ability to guide the growth of this evolving, new community in a smart and sustainable way.
HERITAGE

Agriculture

We OWN the Fall!

PUMPKIN FARMS • FAMILIES • AGRITOURISM HOMER DAYS • BUSINESSES • FESTIVALS

Family-Friendly

You know you’re home.

SCHOOLS • RESIDENTIAL COMMUNITIES • BIKE HOMER • HERITAGE PARK NEIGHBORHOOD PARKS

Community

ASPIRING

Evolving

Opportunity for growth

SMART GROWTH • SUSTAINABLE PRACTICES SPACE • 20 YEARS OLD • UNIQUE TO REGION POTENTIAL • BALANCE

Graphics shown were utilized throughout the design process.
Many factors contribute to the Homer Glen Brand. The brand is more than a logo, it's the experience people have when they visit, the lifestyle of its residents, and the history and culture that contribute to its uniqueness.
## BRAND TOOLBOX

<table>
<thead>
<tr>
<th>Category</th>
<th>Identity</th>
<th>Print Communications</th>
<th>Environmental Graphic Design</th>
<th>Digital</th>
<th>Environment</th>
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Experience • Lifestyle • Diversity • Uniqueness • People • Culture • Viability • History
The Village of Homer Glen is an oasis in the midst of busy suburban communities. Open space abounds, and the outdoors is where the community comes together. As a young municipality the Village wants to embrace smart growth and make decisions that will stand the test of time.
SECTION 2
BRANDING & GATEWAY STANDARDS

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## VILLAGE SEAL & LOGO MATRIX

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### NOTES:

1. Application forms, Permits, Licenses, Registrations, Hearing Signs, Supplement Sheets, Annual Reports, Requests for Bids and Proposals, etc.

2. Agendas, Minutes, Ordinances, Resolutions, etc.


4. Plans, studies, strategies, maps, etc.
IDENTITY STANDARDS: SEAL

The Village Seal will not change from its current state, and it will continue to be used on all Official Village materials and correspondence.

The seal may on occasion be presented in a "lock-up" format with the Home Glen Logo.

It is the recommendation of this study that the Seal not be tampered with in regard to color, or using the tree alone.

SEAL COLORS

- PMS: 7506C
- PMS: 7567C
- PMS: 7732 C

SEAL WITH LOGO
IDENTITY STANDARDS: SEAL

INCORRECT USAGE

Do NOT separate the tree from the seal.

Do NOT change seal colors.

Do NOT rotate the seal.

Do NOT change seal font.

Do NOT take out “Community and Nature ... in Harmony” from seal.

Do NOT stretch or distort the seal.

It is important to keep the seal consistent when used. On the left are examples of what not to do with the Village seal.
The Homer Glen logo consists of two primary logo versions: Vertical (figure 1) & horizontal (Figure 2). Choose the vertical or horizontal based on what version best fits in the available space needed. There is also the same two versions with the tagline included (page 23).
The primary logo also can be used with the tagline "YOU KNOW YOU'RE HOME". This logo also consists of a vertical (figure 1) and horizontal (figure 2) version.

Figure 1

Figure 2
IDENTITY STANDARDS: LOGO

COLOR

The primary color palette consists of four greens. This is the color palette that should always be used unless you are promoting a seasonal event.

When using a single color mark, the color palette is restricted to black (CMYK: 75, 68, 67, 90). You can also use the “knock-out” version of the brandmark in white on any solid color background. There needs to be at least 70% contrast between the brandmark and the background.

Knock-out

Water mark should be 10% black.
**IDENTITY STANDARDS**

**USAGE**

The Homer Glen brandmark should have open space around it. No other elements should be within this area around the mark. The height of the letter "H" in Homer Glen, gives you a reference of the open area around the mark that is required.

The brandmark should always be used at a legible size. The minimum size with/without the tagline is shown right.

**VERTICAL CLEAR AREA**

**MINIMUM SIZE**

1.5 inch or 38.1mm (with tagline)

1 inch or 25mm (without tagline)
**IDENTITY STANDARDS**

**USAGE**

The required space also applies to the horizontal brandmark. There must always be open space around all four sides of the mark.

The brandmark should always be used at a legible size. The minimum size with/without the tagline is shown left.

---

**HORIZONTAL CLEAR AREA**

![Minimal Clear Area](image)

**MINIMUM SIZE**

- **2.5 inch or 63.5mm** *(with tagline)*

- **2 inch or 50.8mm** *(without tagline)*

Minimal size for use in print marketing materials.
When cropping the brandmark you must show more than half of the mark. The top part of the tree must be fully visible (see example on right). You should only use this on advertisements as a pattern or on merchandise materials. You may also use the pattern in white. Do not use less than a 50% tint.

Arching text over the brandmark is acceptable on merchandise only. See bag to the right for an example.
IDENTITY STANDARDS

USAGE

ICON PATTERN

When using the center 8 leaves from the brandmark as a pattern you are limited to only using it on merchandise and advertisement materials. You may also use the pattern in white. Do not use less than a 50% tint.

Correct usage of pattern on T-shirt

Correct usage pattern.
The Homer Glen brandmark can only stand alone without text when placed on merchandise. All other instances the brandmark should always be paired with "Homer Glen".

To the left shows the minimum size required for the brandmark without text.
IDENTITY STANDARDS

USAGE

It is critical that the brandmark stays consistent and is treated with respect. On the right are examples of what not to do with the brandmark.

If there are any questionable uses of color please see page 25. If there are any questions regarding variations of the mark, see page 22.

INCORRECT USAGE

Do NOT stretch or distort the brandmark

Do NOT change the brand colors

Do NOT rearrange components of the brandmark

Do NOT rotate the brandmark

Do NOT change the brand font.

Do NOT use the brandmark on a colorful or busy background
It's important to show photos that capture the personality of the brand. Images with open space, community activities and family friendly photos are acceptable images.

Showing images that are blurry, faded or have low resolution should not be used to promote the brand.

Blurry, faded and low resolution images should not be used to promote Homer Glen.
There should be 70% contrast between the brandmark and the background. The set clear area should also be maintained around the mark whenever it is used.

The brandmark should always be used at a legible size. See page 26-27 for the minimum size requirements.

The primary brandmark should be used in full color whenever possible. It may be used as a white “knock-out” logo on a dark background.

Here, the brandmark is placed on a photo with a faded background. The brandmark could also be placed on a photo that is light enough to provide the required 70% contrast.

Placing the Brandmark in a white bar can also be utilized over a photo.

Using the “Knock-out” version of the Brandmark on a dark photo or dark color. Black is also acceptable over a background photo.
IDENTITY STANDARDS
TYPOGRAPHY

PRIMARY

The Primary typeface is **CINZEL DECORATIVE BOLD.**

A B C D H F G H I J K L M N O P Q R S T U V W X Y Z
A B C D E F G H I J K L M N O P Q R S T U V W X Y Z
1 2 3 4 5 6 7 8 9 0

This typeface is the main Brandmark typeface.

SECONDARY

The Secondary typeface is **Gotham Bold.**

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z
a b c d e f g h i j k l m n o p q r s t u v w x y z
1 2 3 4 5 6 7 8 9 0

This typeface is used in the Tagline: YOU KNOW YOU'RE HOME.

TERTIARY

The Tertiary typeface is **Gotham Book.**

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z
a b c d e f g h i j k l m n o p q r s t u v w x y z
1 2 3 4 5 6 7 8 9 0

This typeface is used on E-mail signatures and stationery products (letterhead, envelope & business cards).

Typography is an important tool to use in branding because it conveys a personality. The primary typeface has an organic shape which reflects the brandmark. This typeface is not only timeless but also elegant and modern.

The tagline uses the secondary typeface which is simple and easy to read. The tertiary typeface is used on stationery and e-mail signatures.

The brandmark has been specifically spaced and kerned to create the mark. Always use the approved brandmark artwork files and do not try and recreate the brandmark.

Additional correspondence typefaces that can be used:

**San Serif:** Arial, Futura, Avenir

**Serif:** Garamond, Cormorant, Garmond

Branding & Gateway Standards - 35
For the letterhead you should always follow the layout to the right. The brandmark centered at the top of the page with the address, phone number and website at the bottom. To the right shows the correct spacing that should be used. The second page to the letterhead should have the logo placed center at the bottom of the page. The letterhead uses four PMS colors.

A gray scale letterhead can also be used as an option with the same layout shown.
Corporate envelopes are standard No. 10 size. The envelope should be set up as shown left.

A single-color envelope can also be used as an option with the same layout shown. The brandmark and address can be in black.

The front side of the business card consists of the brandmark in full color. The back of the business card is green with white text. This business card uses four PMS colors.
Having merchandise is a great way to promote Homer Glen. To the right are examples of correct usage of the brandmark.

Do not crop brandmark any more than shown on the bag and mug. For more information see page 28. Using the leaves from the center of the mark is acceptable to use on the bottom of the T-shirts. For more information about patterns see page 29. If you would like to show the brandmark by itself see page 31 for more information.
Homer Glen for the Holidays 2020

Join the Village in celebrating the International holiday display!

Food sculptures and thousands to 10:30 p.m. at Heritage Park. Heritage Park is located at 14240 West 151st Street behind Village Hall.

Experience Stargazing at the lighting ceremony at the lights, and tree spritzers!

For more information: homerglenil.org

DECEMBER 7, 2020 AT 4:30PM
HERITAGE PARK

BRANDING & GATEWAY STANDARDS - 39

To the left shows two examples of the correct usage of the brandmark in full color and the "knock-out" version. See page 25 for more information about the "knock-out" version.
The website should show the brandmark in full color as well as using the primary brand color palette.

Always use images that promote the brand of Homer Glen. For more information about imagery see page 33.
When using the powerpoint slides you should always use the same typeface and colors that are used in the brandmark. For typeface information see page 35 and for brand colors see page 25.
To the right are examples of the brandmark with a department name. This is the correct usage of the mark on an operational vehicle.

Village vehicles must contain the brandmark on at least one location visible from the rear or the side. You may also incorporate the tagline as well. Both brandmark and tagline must be at a legible size.
Correct usage of tagline on vehicles.
If the brandmark is on a dark colored shirt it must be in all white for legibility. When the brandmark is put on a cream or white colored shirt it must be in full color.

The employee name and department is located on the left side of the shirt.
Employee name and the department should always be in Gotham Bold using PMS 7498C. The address, phone number, and website should always be in Gotham book with black text. To the left shows the correct layouts for email signatures.
GWATEWAY DESIGN

MATERIALS & SPECIFICATIONS

1. Dimensional cut logo attached to base panel
2. Corten Steel or Sculpt Nouveau Paint treatment panel
3. Dimensional letters mounted to base panel
4. Barn wood panel
5. Halo Lit letters (additional lighting to be determined)
6. Brushed Aluminum founded Date Plaque mounted to stone base
7. Stone base matches Heritage Park Stone
8. Metal supports for sign panel go into base
9. Metal end-caps for wood panel
PRIMARY GATEWAY SIZES

LARGE GATEWAY

SMALL GATEWAY
1. Logo attached to panel
2. Corten Steel or Sculpt Nouveau Paint treatment panel
3. Dimensional letters mounted to base panel
4. Barn wood panel
6. Brushed Aluminum founded Date Plaque mounted to stone base
7. Stone base matches Heritage Park Stone
8. Metal supports for sign panel go into base
9. Metal end-caps for wood panel
SECONDARY GATEWAY SIZES

1. Logo attached to panel
2. Corten Steel or Sculpt Nouveau Paint treatment panel
3. Dimensional letters mounted to base panel
4. Barn wood panel
5. Brushed Aluminum founded Date Plaque mounted to stone base
6. Stone base matches Heritage Park Stone
7. Metal supports for sign panel go into base
8. Metal endcaps for wood panel
The seasonal color palette is only for stand alone events during a particular season. Using a seasonal color palette should last no longer than a natural season. For the correct usage of seasonal advertisements see page 52.
SEASONAL COLOR PALETTE

WINTER

PMS: 4150C  
CMYK: 75 50 1 0  
RGB: 74 120 186  
Hex: 4a78ba

PMS: 7684C  
CMYK: 83 62 14 1  
RGB: 63 102 158  
Hex: 3f669e

PMS: 2378C  
CMYK: 87 70 38 24  
RGB: 49 73 102  
Hex: 314966

PMS: 7546C  
CMYK: 81 70 52 51  
RGB: 42 50 63  
Hex: 2a323f

SPRING

PMS: 682C  
CMYK: 47 83 23 3  
RGB: 147 74 128  
Hex: 934a80

PMS: 4084C  
CMYK: 51 90 36 18  
RGB: 123 52 97  
Hex: 7b3461

PMS: 7652C  
CMYK: 63 91 40 33  
RGB: 89 41 80  
Hex: 592950

PMS: 7449C  
CMYK: 69 80 49 52  
RGB: 61 41 60  
Hex: 3d293c

SUMMER

PMS: 2303C  
CMYK: 48 7 94 0  
RGB: 148 189 72  
Hex: 94bd48

PMS: 4212C  
CMYK: 56 20 100 2  
RGB: 127 162 63  
Hex: 7fa23f

PMS: 7498C  
CMYK: 67 39 98 28  
RGB: 82 104 48  
Hex: 526830

PMS: 5743C  
CMYK: 70 51 80 53  
RGB: 53 66 44  
Hex: 35422c

FALL

PMS: 158C  
CMYK: 0 64 97 0  
RGB: 244 122 39  
Hex: f47a27

PMS: 7578C  
CMYK: 10 67 100 1  
RGB: 221 112 38  
Hex: dd7026

PMS: 7583C  
CMYK: 15 76 100 4  
RGB: 203 92 39  
Hex: cb5c27

PMS: 1545C  
CMYK: 37 77 89 48  
RGB: 102 51 29  
Hex: 66331d
Having a seasonal color palette allows you to use each color palette based on the event.

To the left shows acceptable advertisements using the seasonal color palette. If your advertisement is not for that purpose, please use color standards on page 25.

The brandmark can be used as a “knock-out” on a dark background as shown left.
The same policies for the primary logo apply to the sub-brands. All sub-brands use the same typefaces as the primary logo. The colors used in the sub-brands are colors used in our seasonal palette with an additional gray color. The logos may not be modified in any way.

To the right shows correct usage of the brandmark on a flyer which incorporates the economic development color palette.
To the left shows correct usage of the brandmark on a flyer which incorporates the 159th Street Business District color palette.
143RD STREET DISTRICT

To the left shows 143rd Street Business District and Bell Business District color palettes. Do not recreate or modified the logos in any way. See page 55 for correct advertisement usage.

143RD STREET BUSINESS DISTRICT HOMER GLEN

- **PMS**: 4084C
  - CMYK: 51 90 36 18
  - RGB: 123 52 97
  - Hex: 7b3461

- **PMS**: 7684C
  - CMYK: 83 62 14 1
  - RGB: 63 102 158
  - Hex: 3f669e

- **PMS**: 4212C
  - CMYK: 56 20 100 2
  - RGB: 127 167 63
  - Hex: 7fa23f

BELL BUSINESS DISTRICT

- **PMS**: 158C
  - CMYK: 10 64 97 0
  - RGB: 244 122 39
  - Hex: f47a27

- **PMS**: 4084C
  - CMYK: 51 90 36 18
  - RGB: 123 52 97
  - Hex: 7b3461

- **PMS**: 7684C
  - CMYK: 83 62 14 1
  - RGB: 63 102 158
  - Hex: 3f669e

- **PMS**: 4212C
  - CMYK: 56 20 100 2
  - RGB: 127 167 63
  - Hex: 7fa23f
SUB-BRANDS FOR PROMOTIONAL MATERIALS

When a sub-brand needs to be placed with the Homer Glen brandmark there needs to be enough space between each mark (shown right). The Homer Glen brandmark and the sub-brands should be relatively the same size.

TWO LOGO LOCKUPS

- Homer Glen
- Economic Development
- 159th Street Business District
- 143rd Street Business District
- Bell
THREE LOGO LOCKUPS

To the left shows the correct layout for placing three marks together.
SECTION 3
IMPLEMENTATION STRATEGIES

63 Roll-Out Strategy / Identify Priority Projects / Phasing Plan
### Roll-Out Strategy

**Group 1**
- Stationery System
- Powerpoint Templates
- Village Departments Material
- Marketing Material
- Website
- Economic Development Brochure
- New Park Signage (Glenview Walk)
- Staff Uniforms
- Official Trademarking

**Group 2**
- Gateways Signs
- Vehicular Graphics
- Trail Markers (decals)

**Group 3**
- Wayfinding Signage Program
- Replacement Parks Signage Program
  (* Note: 5-year total replacement goal)

**Long-Term**
- Maintenance
- Updating