

**Agenda**  
**Village of Homer Glen**  
**VILLAGE BOARD MEETING**  
**Wednesday, March 25, 2026 – 6:30 p.m.**  
**Village Board Room, 14240 W. 151<sup>st</sup> Street**

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- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE TO THE FLAG
- C. MOMENT OF SILENCE
- D. ROLL CALL - ESTABLISH QUORUM
- E. COMMUNITY RECOGNITION
- F. AMENDMENTS TO THE AGENDA
- G. APPROVAL OF THE AGENDA
- H. APPROVAL OF MINUTES
  - 1. February 25, 2026 – Village Board Meeting
- I. PUBLIC COMMENT (3 Minute limit. Please sign in prior to start of meeting.)
- J. REPORTS AND COMMUNICATIONS FROM PRESIDENT AND OTHER OFFICERS
  - 1. Village Manager
  - 2. Village Trustees
  - 3. Village Clerk
  - 4. Village Attorney
  - 5. Public Safety Officials
  - 6. Village President
- K. CONSENT AGENDA
  - 1. Consider for Approval the Accounts Payable for the Period of March 13, 2026, through March 26, 2026, in the amount of \$597,844.19.
  - 2. Consider for Approval a Motion to approve spending \$30,025 for the rental of tents, tables, chairs etc. with Joliet Tent for HomerFest 2026.
  - 3. Consider for Approval a Motion to approve spending \$18,000 for the rental of sound and stage equipment for HomerFest 2026 with Vantage Production Group by Sound Works.
  - 4. Consider for Approval an Ordinance Amending Chapter 1-26, of the Code of the Village of Homer Glen, to establish a Fifty Dollar administrative fee for municipal code violations.
  - 5. Consider for Approval a one-year lease agreement with Peterson Properties for the Village's EMA and Park Storage at 15757 Annico Drive – Units #3 and #4 in Homer Glen, IL. It is understood the Village will pay \$3,070.00 a month from June 1, 2026, through May 31, 2027.
  - 6. Consider for Approval the Bengtson's and Spring Grove Nursery combined quotes for a total of \$18,350.00 for the 2026 Spring parkway tree planting program.
  - 7. Consider for Approval the Bid Proposal from H&H Electric for the Streetlight Maintenance in the Village of Homer Glen in the Amount of \$39,344.64.
  - 8. Consider for Approval a Contract with HR Green for Phase II Engineering Design and Bidding Services for a Wastewater Treatment Facility in the Amount of \$984,091.00.
  - 9. Consider for Approval a Contract with K&K Well Drilling, Inc. for Installation of a Six (6) Inch Well in Heritage Park for an amount not to exceed \$65,000.
  - 10. Consider for Approval a Motion Authorizing Mayor Christina Neitzke-Troike and Village Manager Joe Baber to enter into a rock salt contract joint participation agreement with the Illinois Department of Central Management Services for CY2026-CY2027.
  - 11. Consider for Approval an Ordinance Authorizing the sale of Surplus Park Equipment; 2016 Toro Groundsmaster 72", 2016 Toro Groundsmaster 72" hydraulic rake accessory and Sand Dresser Rake.

#### L. LEGISLATION AND ACTION ITEMS

1. Consider for Approval an Ordinance granting a Special Use Permit for 24-hour operation for Certain Real Property located in the C-1 Neighborhood Commercial District at 15301 S. Bell Road, Homer Glen, Illinois [CASE NO. HG-2600-SP].
2. Consider for Approval an Ordinance granting a Major Change to a PUD to allow an additional wall sign on the north elevation of certain real property located in the C-3 General Business District at 14135 S. Bell Road, Homer Glen, Illinois [HG-2605-APUD].
3. Consider for Approval an Ordinance Amending §83-68 of the Code of the Village of Homer Glen, Increasing the Number of Class A Liquor Licenses Issued within the Village of Homer Glen. It is understood that the number of Class A liquor licenses (Restaurant with Service Bar) will increase by one (1).
4. Consider for Approval an Ordinance Amending §83-68 of the Homer Glen Code, Decreasing the Number of Class F- Beer & Wine Retail Sales Liquor Licenses by One (HGBC, INC.) d.b.a. The Bite Homer.
5. Consider for Approval an Ordinance increasing the annual compensation for the elected Village Clerk from \$5,000 to \$6,000, thereby aligning the position with the current compensation level as the Village of Homer Glen Trustees.
6. Consider for Approval the execution of a Memorandum of Understanding (MOU) between the Village of Homer Glen and the Will County Sheriff's Office, to memorialize the Village's Automated License Plate Reader (ALPR) policy.
7. Consider for Approval the updated terms and conditions of the Village's ALPR Provider's Proposal and Agreement.

#### M. WORKSHOP

1. Discussion Regarding Long Run Creek

#### N. OLD BUSINESS

#### O. NEW BUSINESS

#### P. EXECUTIVE SESSION

1. Discussion Regarding Personnel
2. Discussion Regarding Pending and Ongoing Litigation
3. Discussion Regarding Public Utilities
4. Executive Session Minutes

#### Q. ADJOURNMENT

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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. 151<sup>st</sup> Street  
Homer Glen, Illinois 60491**

**February 25, 2026**

**Board of Trustees  
Village Board Meeting**

**Village Board Room  
14240 W. 151<sup>st</sup> Street  
Homer Glen, IL 60491**

**A. CALL TO ORDER**

The meeting was called to order on February 25, 2026 by Mayor Neitzke-Troiike at 6:30 p.m. in the Village Board Room, 14240 W. 151<sup>st</sup> Street, Homer Glen.

**B. PLEDGE OF ALLEGIANCE TO THE FLAG****C. MOMENT OF SILENCE****D. ROLL CALL**

Present were Mayor Christina Neitzke-Troiike, Trustees Curtis Mason, Mike Lepore, Bob Schaller, Bart Holzhauser, and Nick Muller. Trustee Rose Reynders was absent. Also present on behalf of the Village were Village Attorney Michael Pasquinelli, Village Manager Joe Baber, Village Clerk Candice Bielski, Planning & Zoning Director Christopher Gruba, and Economic Development Director Janie Patch. *A quorum was established.*

**E. COMMUNITY RECOGNITION**

1. Ed Kerfin - American Legion Post 2011, Presenting the Veteran Support Appreciation Award.  
Mr. Kerfin and the American Legion Post 2011 presented the award to the following businesses/residents for their continued service, leadership, and support to American Legion Post 2011 and to the Veterans:
  - EXI Inc. – Carol Ann Riche
  - Marian Village - Linda McCluskey
  - State Farm - Michelle Kerfin
  - Judge Art Smigielski

**F. AMENDMENTS TO THE AGENDA - None****G. APPROVAL OF THE AGENDA**

Trustee Mason motioned to approve the agenda, Trustee Muller second.

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

Ayes: (5) Trustees Muller, Lepore, Mason, Holzhauser, and Schaller.

Nays: (0)

Abstained: (0)

Absent: (1) Trustee Rose Reynders

Present: (0)

*The motion carried*

**H. APPROVAL OF MINUTES – January 28, 2026 – Village Board Meeting**

Trustee Holzhauser motioned to approve the minutes, Trustee Schaller second.

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

Ayes: (5) Trustees Muller, Lepore, Mason, Holzhauser, and Schaller.

Nays: (0)

Abstained: (0)

Absent: (1) Trustee Rose Reynders

Present: (0)

*The motion carried*

**I. PUBLIC COMMENT – None.****J. REPORTS AND COMMUNICATIONS FROM MAYOR AND OTHER OFFICERS**

- 1) **Village Manager** – Discussed that an informational video has been posted on the village website regarding the wastewater treatment plant. Village Manager Baber also wanted to inform residents that there was a controlled burn over at Erin Hills Park and tomorrow there will be one at Culver Park. Also reporting for the Behavioral Health and Addiction Recovery Committee, on March 21<sup>st</sup> the Behavioral Health and Addiction Recovery Committee will be sponsoring a mental health resource presentation on loneliness here at Village Hall on Saturday, March 21<sup>st</sup> from ten to noon.
- 2) **Trustee Holzhauser** – Congratulated all the American Legion Post 2011 awardees. I think that's amazing and all the work they do for the veterans. Also mentioned the informational video regarding the wastewater treatment plant and thanked Brett Westcott and everyone at the village involved in that fantastic job. Recommended everyone check it out.
- 3) **Trustee Lepore**- On behalf of the Economic Development Committee, I'm proud to announce a local business service promotion that we will be doing soon. All retail service businesses are welcome to participate in Homer Glen's inaugural local business coupon booklet. Throughout the month of April, we're showcasing local shopping and service conveniences that make our community special. The coupons will be inserted in the village newsletter and mailed to every home in early April. The deadline to participate locally in this local business promotion is Friday, March 13th. I encourage everyone to sign up. If you have any questions, feel free to reach out to Director Janie Patch or myself.
- 4) **Trustee Mason** – No report.
- 5) **Trustee Muller** – No report.
- 6) **Trustee Schaller**– Also noted that the informational wastewater treatment plant video was excellent. On behalf of the Environment Committee, we had a special meeting and are working diligently on the Tree Preservation Ordinance.
- 7) **Village Clerk** – Reminded residents regarding the upcoming election and where they can go for early voting.  
Congratulated the following Lockport Township High School Teams:
  - LTHS Boys Basketball Team – Claimed 2<sup>nd</sup> Place at the Southwest Suburban Conference
  - LTHS Girls Basketball Team – Won the Opening Round of the IHSA Regionals

- LTHS Girls Bowling Team – Took 1<sup>st</sup> Place at the Southwest Suburban Conference
- LTHS Girls Varsity Cheer Team – They placed 2<sup>nd</sup> at IHSA State
- LTHS Boys Swim and Dive Team – Finished 4<sup>th</sup> in the SWSC Conference
- LTHS Boys Wrestling Team – Won the SWSC Championship
- Recognized LTHS Wrestler Claudia Heeney who will be competing for her third straight state championship.

- 8) **Village Attorney** – Attorney Pasquinelli gave an update regarding Case #2023466 and was pleased to report that they have reached a tentative agreement with the parties to resolve the case. The agreement will be subject to this board's review and approval.

Attorney Pasquinelli also gave an update regarding Illinois American Water. Illinois American Water filed its petition for a rate increase before the ICC formally. It is under docket #260127. The village will be posting on its website an informational piece on how the public can put their actual comments into that actual docket. This is one of the ways that each resident can voice their position on this rate increase before the ICC. The village will be putting together a step-by-step guide on how to do this, and I urge each and every one of you to make your voices heard.

- 9) **Public Safety Officials** – No report but asked for a resident's information who spoke during public comment at the last board meeting regarding people cutting through her subdivision.

- 10) **Village President** – Mayor Neitzke-Troike noted the amazing job on the informational video that was posted on the website regarding the wastewater treatment plant. The whole purpose of these videos is to educate the residents with truth, with facts, and with real information of what is actually going on in Homer Glen.

## K. CONSENT AGENDA

1. **Consider for Approval the Treasurer's Report of Cash and Investments for the Period Ending October 31, 2025, in the amount of \$53,597,215.77.**

Trustee Lepore motioned to approve the consent agenda, Trustee Muller second.

The Mayor asked the Clerk to call the Roll:

Ayes: (5) Trustees Muller, Lepore, Mason, Holzhauser, and Schaller.

Nays: (0)

Abstained: (0)

Absent: (1) Trustee Rose Reynders

Present: (0)

The motion carried

## L. LEGISLATION AND ACTION ITEMS

1. **Motion to Approve a reimbursement grant award under the Commercial Building Improvement Grant Program to Bell Road Plaza Inc. (property owner) for eligible improvements at 14201-14215 S Bell Road in the amount of \$7,500.00.**

Trustee Lepore motioned to approve the reimbursement grant award, Trustee Mason second.

The Mayor asked the Clerk to call the Roll on the Amendment:  
Ayes: (5) Trustees Muller, Lepore, Mason, Steilen, & Reynders  
Nays: (0)  
Abstained: (0)  
Absent: (0)  
The Mayor did not vote.  
The motion carried.

2. **A) Motion to pull from the table an Ordinance, with conditions, granting [1] a special use for a major change to a PUD with exceptions, [2] a special use for a car wash (classified as an automobile repair, service and body shop use), [3] a special use for a drive-through establishment, [4] a special use for an automobile service station (gas station), [5] a special use for a 24-hour operation (Lot 2 only); and [6] site improvement plans for a unified development for certain real property located in the C-2 Local Business zone district at 13812 S. Bell Road and 13830 S. Bell Road, Homer Glen, Illinois [HG-2530-PUD].**

Trustee Mason motioned to pull the item from the table, Trustee Schaller second.

*Voice Vote:*

Ayes: 5) Trustees Muller, Lepore, Mason, Holzhauser, and Schaller.  
Nays: (0)  
Abstained: (0)  
Absent: (1) Trustee Rose Reynders  
Present: (0)

*The motion carried*

**B) Motion to Approve an Ordinance, with conditions, granting [1] a special use for a major change to a PUD with exceptions, [2] a special use for a car wash (classified as an automobile repair, service and body shop use), [3] a special use for a drive-through establishment, [4] a special use for an automobile service station (gas station), [5] a special use for a 24-hour operation (Lot 2 only); and [6] site improvement plans for a unified development for certain real property located in the C-2 Local Business zone district at 13812 S. Bell Road and 13830 S. Bell Road, Homer Glen, Illinois [HG-2530-PUD].**

**Conditions:**

1. Meet all applicable building code requirements and apply for all building permits;
2. Meet all applicable engineering codes and requirements for Final Engineering;
3. The car wash special use is approved on the condition that the operator will take precautions necessary during the peak season to avoid hazards in the access road or blocking of the access road, including one or more of the following: additional staff will be used to help direct and manage the traffic flow through the site; a staff person will be placed at the internal intersection west of Bell Road to help direct traffic; electing the most efficient time for vacuuming (i.e. before or after a car wash; and/or traffic exiting the car wash will be prohibited from making a left turn to (1) exit the car wash site via the right-turn in/right-turn out access drive or (2) enter the vacuum stations. The operator shall also report to staff upon inquiry concerning the peak season operations and any of the precautions noted above;
4. To provide masonry veneer on the gas pump canopy columns. Masonry veneer shall consist of brick or stone of the variety used on the primary building;
5. Signage on the building on Lot 2 shall comply with current Village sign regulations;

- 6. Replace 4 Armstrong Maple trees with 4 Chicagoland Hackberry trees per the Landscape Plan;**
- 7. All wall signs on the car wash building shall be turned off at closing time each day;**
- 8. The color of the canopies for the car wash vacuums stations and the car wash pay station shall match the car wash building and shall not include any gas brand dress.**

Trustee Mason motioned to approve the ordinance with conditions, Trustee Schaller second.

Discussion:

(Please note that the petitioner's microphone was not on and it is difficult hearing his responses to the Board.)

Trustee Mason - With the help of legal we've had time to clean up the language in the village facts and findings and exhibit D. I think at this point, it's adequate. I think that the proposed use has been considered in relation to the location, the goals, and the objectives of the village's comprehensive plan. In general, it's in accordance with the guidance of our plan. The special use conforms to the applicable regulations in the district in which it is located, including the planned developments, except to the extent that the applicant has requested the village board to modify and waive any such regulations pursuant to the recommendations of the Planning Commission.

Trustee Schaller - In reviewing this, given the site's significant great changes in its adjacency to agricultural property to the north, I think approval should be conditioned upon submission of some more engineering, providing some stormwater calculations demonstrating that post development runoff rates, drainage patterns will not exceed existing conditions and will not cause flooding, erosion, or concentrated discharge onto the neighboring properties, including the horse farm to the north. Final engineering should also identify designated snow storage areas and demonstrate that snow melt runoff is directed into the approved stormwater system and not on adjacent properties. If those standards aren't met, the project should not go forward to permit.

Trustee Schaller requested an amendment to the original motion with the above conditions being added, Trustee Lepore second.

Attorney Pasquinelli - Noted that Trustee Schaller's concerns were addressed in the original conditions. He stated that Recommended Conditions Number 2 states that the applicant must meet all applicable engineering codes and requirements for final engineering.

Trustee Schaller stated that with the clarification from Attorney Pasquinelli, there was no need for an amendment. Trustee Schaller pulled his amendment.

Trustee Holzhauser – The development feels forced to him. The land and the lot feel too small for everything that is going into it. It seems like overdevelopment. Trustee Holzhauser noted that the residents are looking for restaurants, entertainment, and shopping. This project does not fall under any of those buckets for him.

Trustee Lepore - I share some of Trustee Holzhauser's concerns regarding this project. I'm a fan of growth in Homer Glen. Controlled growth and businesses that will make sense for their overall plan. The concern I have is just that you have four different entities in this area bringing a lot of traffic. The car wash meets maximum occupancy on a busy day. I see that the gas station, plus the convenience store, plus the eatery, plus the car wash, just a lot of traffic going out. It is just a lot here. Trustee Lepore discussed with the petitioner how traffic would be handled, especially during peak hours. The Petitioner Mark Daniels noted that they worked out the traffic flow and do not see any problems as far as the number of businesses, the square footage, and the amount of expected traffic.

Trustee Muller - Addressed concerns with the development being built right next to the horse farm. We have a horse farm and then suddenly, bam, you are in this type of commercial. I would like to see a little bit of a transition into our developed commercial area, not just the instant change that this development is showing.

Trustee Holzhauser – Asked the petitioner why he allowed the permit to expire for this development when he had approval back in 2023 and what is being presented to the board now, is nearly identical to what was approved in 2023.

Petitioner Daniels – Noted that the first delay had to do with the board putting a moratorium on the issuance of new liquor, tobacco, and video gaming licenses. There were changes to the code regarding these items and it was a concern because that is a huge revenue stream for them. Petitioner Daniels went to several meetings when these topics were addressed to watch what would happen. Other delays had to do with utilities and the subdivision plat. Petitioner Daniels stated, everybody here is working towards a common goal except for what I am hearing here is, hearing new concerns about noise that doesn't exist. We are hearing about legal terms, legal traffic rules, denying the zoning application when it comes to noise. There was never an issue of noise until someone from Rivera's Horse Farm was worried that when they ride their horses towards the car wash someone might honk their horn and startle the horses. I'm sorry, that happens on a road.

Mayor Neitzke-Troiike – Confirmed with Petitioner Daniels that there will be no semi-trucks. Mayor Neitzke-Troiike also questioned if the beef sandwich restaurant would be open 24 hours. Petitioner Daniels discussed that the beef sandwich restaurant might come later, but for now they are looking at having a convenience store that would be open 24 hours.

Mayor Neitzke-Troiike – Also addressed concerns with the petitioner potentially requesting a liquor and video gaming license. The mayor discussed that the gas station would be selling diesel and if it meets the state requirements of being a large gas station they would be allowed ten video gaming machines that would be on for 24 hours. The mayor also addressed her concerns that per the floor plans, the gas station convenience store is separate from the restaurant use, so that if the gas station convenience store also opened a restaurant, they could be eligible for a second gaming license for up to 10 machines. That would be a total of sixteen machines. Mayor Neitzke-Troiike also noted that if the petitioner is going to be selling diesel at the gas station, with diesel comes trucks and she does not believe that Bell Road is a truck route. Mayor Neitzke-Troiike noted that she is aware that the petitioner is not asking for a liquor or video gaming license at this time, but per the floor plans in front of her, there is a Lot 1 and a Lot 2, with a request for both lots to have 24-hour operation. She asked the petitioner for a clear understanding of what business would be in Lot 2. It was confirmed by Petitioner Daniels that part of Lot 2, which is 7,710 square feet, would have a beef sandwich restaurant called Scali's Beef. The mayor noted that she understands the petitioner is not in front of the board for a liquor or video gaming license at this time, but she does not like the back and forth and would like clear and specific answers on the future plans of the development.

Mayor Neitzke-Troiike - Wanted it confirmed that what the board was voting on is only the gas station being built, and even though the design plans show video gaming in them, that is not what the board is voting on at this time. Mayor Neitzke-Troiike wanted everyone to know what they're voting on because she did not want them beholden to this, if this is what they vote on today. She stated that she is aware the liquor license and the gaming part is not in front of them at this time, but they have a floor plan in front of them that they are approving that shows gaming machines in the floor plan. Mayor Neitzke-Troiike noted that due to that, it's kind of blurry on what they're voting on. As the Liquor Commissioner, she is okay with a gas station that is open 24 hours a day, but she is not okay with a 24-hour bar with gaming.

Petitioner Daniels – Stated that they will never sell liquor, beer, or wine outside the hours authorized by the board pursuant to a liquor license. Mayor Neitzke-Troiike stated she wants it written clearly in the conditions of the ordinance.

Trustee Lepore – Stated that he knows this is a dream build for the developer. I'm not sure the residents in Homer Glen feel the same way to having another gas station, car wash, convenience store, another fast-food place, tobacco, or more gaming. What works at 95<sup>th</sup> Street and Roosevelt may not be in the best interest of Homer Glen.

Mayor Neitzke-Troiike asked if the board was ready to vote.

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

Ayes: (2) Trustees Mason and Schaller.

Nays: (3) Trustees Lepore, Muller, and Holzhauser

Abstained: (0)

Absent: (1) Trustee Rose Reynders

Present: (0)

*The motion failed*

Petitioner Daniels stated he would be filing a lawsuit against the village this week.

Attorney Pasquinelli – Recommended the board motion to reconsider. Attorney Pasquinelli stated that the board should temporarily table the item, so that the issues many of the trustees have can potentially be clarified. Attorney Pasquinelli stated that the law gives them four options. They can table the item, they can also refer it back to the plan commission, they can approve it with certain conditions or certain conditions removed, or the board can outright deny it. Attorney Pasquinelli recommended the board move to reconsider it and at least potentially suspend the rules and have the trustees discuss some of those potential other alternatives.

Trustee Mason motioned to move to reconsider the actions of the prior decision based on Attorney Pasquinelli's recommendation to discuss other alternatives or action that the board can take, Trustee Schaller second.

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

Ayes: (4) Trustees Mason, Muller, Holzhauser, and Schaller.

Nays: (1) Trustee Lepore

Abstained: (0)

Absent: (1) Trustee Rose Reynders

Present: (0)

*The motion passed.*

Trustee Mason – Asked for clarification regarding the hours for liquor sales. Trustee Mason wanted to make sure it was clarified and stated in the ordinance.

Mayor Neitzke-Troiike – Noted that the petitioner would have to follow Homer Glen's ordinance regarding what the code states as far as when they can sell liquor. She stated that she also does not like to be threatened with a lawsuit.

Attorney Pasquinelli – Noted that the board can remove the special use condition allowing the business to be open 24 hours and can always revisit it later and allow them the 24-hour operation in the future.

Trustee Muller – Stated again his issue is it is one more gaming, liquor, and gas station establishment and he also does not like it being right next door to the horse farm.

Mayor Neitzke-Troiike – Discussed that the horse farm is aware of what the property next to them is zoned and you cannot control what someone puts on their property if they are legally zoned for it.

Attorney Pasquinelli – Stated that even if the board grants a special use for the car wash, it does not mean that the way the car wash effectively operates cannot be controlled and regulated by the board.

Trustee Schaller – Stated his observation is, he's seeing what gas stations are morphing into. He discussed he had issues with the floor plan. It is a multi-use, multi-tenant, all under one roof. What blurs the line for him is, if the knee wall was a solid wall and had its own entrance, there would not be a lot of this discussion.

Mayor Neitzke-Troiike – Her concern is if people are going to go in and if the food is still available 24 hours a day, then people are going to sit down, grab food and just keep going with the gaming. I don't want to encourage that.

The mayor also wanted clarification on which entity would be applying for video gaming. Would it be the gas station or the beef restaurant? If they both met the video gaming requirement that would be potential for sixteen machines and she was not in favor of that.

Trustee Holzhauser – Had no issues with the gas station and felt the video gaming should be on the restaurant side. His issues and concerns are the location of the gas station.

Attorney Pasquinelli – Explained that from a legal perspective, the board has to vote for or against the ordinances before them. They need to go through the ten enumerated criteria and determine whether or not those criteria have or have not been met based upon all the information that was contained in their packet, which included the report of the Planning Commission, the recommendations, all counsel's arguments that he submitted and exhibit B, which is all before them, in addition to the comment, public testimony, and all the other submittals that have been submitted part of this case, and they would also have to have a supermajority.

Trustee Muller – Addressed concerns that if the gas station and the restaurant were separate entities, then the petitioner needed to add more bathrooms. Petitioner Daniels agreed to add more bathrooms.

The board again addressed their concerns with the gas station and restaurant hours and wanted clarification regarding video gaming in the ordinance.

Trustee Mason motioned to amend the ordinance to read that a condition of all the special use is being granted within this ordinance that, if a liquor license from the applicant is applied for and approved by the local liquor commissioner, there shall be placed a limit of one (1) gaming license, with a total of six (6) gaming machines for Lot 2. Trustee Schaller seconded the motion.

The Mayor asked for a Voice Vote on the Amendment:

Ayes: (5) Trustees Mason, Lepore, Muller, Holzhauser, and Schaller.

Nays: (0)

Abstained: (0)

Absent: (1) Trustee Rose Reynders

Present: (0)

The motion passed.

The Mayor asked the Clerk to call the Roll on the Amended Ordinance:  
Ayes: (3) Trustees Mason, Holzhauser, and Schaller.  
Nays: (2) Trustees Lepore and Muller  
Abstained: (0)  
Absent: (1) Trustee Rose Reynders  
Present: (0)  
The motion passed.

**3. Motion to Approve a Proclamation Retroactively Celebrating Arbor Day, April 25, 2025 in the Village of Homer Glen.**

Trustee Schaller motioned to approve the proclamation, Trustee Mason second.

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

Ayes: (5) Trustees Muller, Lepore, Mason, Holzhauser, and Schaller.  
Nays: (0)  
Abstained: (0)  
Absent: (1) Trustee Rose Reynders  
Present: (0)  
*The motion carried*

**4. Motion to Approve the Release of the Letter of Credit for Dunkin Donuts at 12129 W 159th Street in accordance with Village Code.**

Trustee Muller motioned to approve the Release of the Letter of Credit, Trustee Lepore second.

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

Ayes: (5) Trustees Muller, Lepore, Mason, Holzhauser, and Schaller.  
Nays: (0)  
Abstained: (0)  
Absent: (1) Trustee Rose Reynders  
Present: (0)  
*The motion carried*

**5. Motion to Approve Payment of an Invoice for the Heroes Trail West Expansion Project in the Amount of \$57,955.42 to be Paid to the Illinois Department of Transportation.**

Trustee Mason motioned to approve the payment, Trustee Schaller second.

The Mayor asked the Clerk to call the Roll:

Ayes: (5) Trustees Muller, Lepore, Mason, Holzhauser, and Schaller.  
Nays: (0)  
Abstained: (0)  
Absent: (1) Trustee Rose Reynders  
Present: (0)  
The motion carried

**6. Motion to Approve Resolution No. 26-006, Approving the Following Executive Session Minutes: September 24, 2025, October 8, 2025, and October 22, 2025. The Executive Session Minutes Still Require Confidential Treatment and are not to be Released.**

Trustee Lepore motioned to approve Resolution No. 26-006, Trustee Muller second.

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

Ayes: (5) Trustees Muller, Lepore, Mason, Holzhauser, and Schaller.

Nays: (0)

Abstained: (0)

Absent: (1) Trustee Rose Reynders

Present: (0)

*The motion carried*

**M. OLD BUSINESS - None**

**N. NEW BUSINESS -**

Trustee Schaller – Discussed obtaining long term law enforcement and requested that it be on the next agenda for the board to vote on.

Mayor Neitzke-Troiike requested that Clerk Bielski reach out to the sports teams to have recognized at the next meeting under Community Recognition.

**O. WORKSHOP – None**

**P. EXECUTIVE SESSION –**

Trustee Lepore motioned to enter into executive session, Trustee Muller second.

The regular meeting adjourned at 8:44 p.m. to enter into executive session. The Board took a ten-minute recess.

1. **Discussion Regarding Personnel**
2. **Discussion Regarding Pending and Ongoing Litigation**
3. **Discussion Regarding Public Utilities**
4. **Discussion Pertaining to Land Acquisition**
5. **Executive Session Minutes**

The Board came out of executive session at 9:23 p.m. and no action had been taken.

**Q. ADJOURNMENT**

Trustee Mason motioned to adjourn, Trustee Lepore second.

*Voice Vote:*

Ayes: (5) Trustees Muller, Lepore, Mason, Holzhauser, and Schaller.

Nays: (0)

Abstained: (0)

Absent: (1) Trustee Rose Reynders

Present: (0)

*The motion carried*

The meeting was adjourned at 9:23 p.m.

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Candice Bielski, Village Clerk

*Approved at the Board of Trustees Meeting dated*

**VILLAGE OF HOMER GLEN  
SCHEDULE OF ACCOUNTS PAYABLE  
FOR THE PERIOD MARCH 13, 2026 TO MARCH 26, 2026**

General Fund (#10) - From "Paid Invoice Listing" Report	\$511,758.68
Homer Fest Fund (#12) - From "Paid Invoice Listing" Report	\$5,125.00
Environment Fund (#14) - From "Paid Invoice Listing" Report	\$514.00
Water Management Fund (#16) - From "Paid Invoice Listing" Report	\$0.00
Motor Fuel Tax Fund (#20) - From "Paid Invoice Listing" Report	\$726.29
Park and Recreation Fund (#50) - From "Paid Invoice Listing" Report	\$46,963.97
Capital Project Fund (#70) - From "Paid Invoice Listing" Report	\$32,756.25
EAB Tree Replacement Fund (#71) - From "Paid Invoice Listing" Report	\$0.00
Capital Project Bond Fund (#72) - From "Paid Invoice Listing" Report	\$0.00
Agency Fund (Prof Fee Deposits) (#80) - From "Paid Invoice Listing" Report	<u>\$0.00</u>
 Total - All Funds	 <u><u>\$597,844.19</u></u>

DATE: 03/20/2026  
 TIME: 12:45:49  
 ID: AP450000.WOW

VILLAGE OF HOMER GLEN  
 PAID INVOICE LISTING

FROM 03/13/2026 TO 03/26/2026

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
ADVAUT	ADVANCE AUTO PARTS								
	7655606534810			03/06/26		32805	03/26/26	239.95	99.99
		01 VEH MTCE MAR 2026	103375425						99.99
	7655606545196			03/06/26		32805	03/26/26	239.95	101.98
		01 VEH MTCE MAR 2026	103375425						101.98
	7655606822643			03/09/26		32805	03/26/26	239.95	37.98
		01 VEH MTCE MAR 2026	108875415						37.98
									VENDOR TOTAL:
									239.95
ADV TUR	ADVANCED TURF SOLUTIONS								
	S01438792			03/10/26		32806	03/26/26	157.00	157.00
		01 PESTICIDE SUPPLIES MAR 2026	501270362						157.00
									VENDOR TOTAL:
									157.00
AGDBDK	ANCEL GLINK PC								
	117427			03/10/26		32807	03/26/26	3,312.50	3,312.50
		01 CASE SEC STATE FEB 2026	101160201						3,312.50
									VENDOR TOTAL:
									3,312.50
AHWLLC	AHW LLC								
	12309899			03/06/26		32834	03/26/26	397.25	397.25
		01 PKS MTCE UNIT 140 JD4520	501275423						397.25
									VENDOR TOTAL:
									397.25
ALTEQU	ALTA EQUIPMENT CO.								
	121335			03/06/26		32835	03/26/26	489.10	489.10
		01 PKS MTCE UNIT 145 KUBOTA RTV	501275415						489.10
									VENDOR TOTAL:
									489.10
BARIND	BARRETT INDUSTRIAL SUPPLY CO								
	3261465			03/10/26		32836	03/26/26	52.83	52.83
		01 SMALL TOOLS - RAKE SUPPLIES	105570330						52.83
									VENDOR TOTAL:
									52.83
BAUBUI	BAUER BUILT TIRE								
	200211023			03/17/26		32837	03/26/26	77.65	77.65
		01 PW TIRE REPAIR PARTS & LABOR	105575415						77.65

FROM 03/13/2026 TO 03/26/2026

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
VENDOR TOTAL:									77.65
BEACRE	BEAVER CREEK ENTERPRISES INC								
	50488	01 FEST 2026 GOLF CARTS (12)	120000530	03/02/26		32808	03/26/26	4,500.00	4,500.00 4,500.00
VENDOR TOTAL:									4,500.00
BIRENT	BI RENTAL INC								
	153123-1	01 PW EQUIPMENT MTCE CHAIN	105575415	03/06/26		32838	03/26/26	121.56	121.56 121.56
	153187-1	02 MOW EQUIP MTCE MAR 2026	501275423	03/10/26		32809	03/26/26	53.00	53.00 53.00
VENDOR TOTAL:									174.56
BLOBEA	BLOOM BEAUTY SPA								
	CBI-23	01 CBI GRANT PROGRAM MAR 2026	106680598	03/10/26		32810	03/26/26	2,150.00	2,150.00 2,150.00
VENDOR TOTAL:									2,150.00
CITWID	CITY WIDE FACILITY SOLUTIONS								
	42034011584	01 PW BLDG FLOORS MAR 2026	108675405	03/12/26		32811	03/26/26	2,217.11	579.26 579.26
	42034011613	01 PW BLDG MTCE MAR 2026	108675405	03/19/26		32811	03/26/26	2,217.11	1,226.00 1,226.00
	52034010059	01 VH BLDG CLEANING SUPPLIES MAR	108670327	03/11/26		32811	03/26/26	2,217.11	411.85 411.85
VENDOR TOTAL:									2,217.11
COMBUS	COMCAST BUSINESS								
	265316272	01 AC932768301 2/1/26 - 2/28/26	101160246	03/01/26		32850	03/26/26	3,229.20	3,229.20 3,229.20
	3126	01 AC907049519 2/1/26 - 2/28/26	101160246	03/01/26		32851	03/26/26	1,154.58	1,154.58 1,154.58
VENDOR TOTAL:									4,383.78
COMC	COMCAST CABLE								
	22726	01 AC8771201480396138 3/1-3/31/26	101160246	03/09/26		32852	03/26/26	666.37	666.37 324.99

FROM 03/13/2026 TO 03/26/2026

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
	22726	02 AC8771201480535479	3/1-3/31/26 105560246	03/09/26		32852	03/26/26	666.37	666.37 341.38
									VENDOR TOTAL: 666.37
COMED	COM ED								
	30626	01 AC8458782222	2/4/26 - 3/6/26 105560242	03/06/26		32853	03/26/26	685.36	685.36 685.36
	3526	01 AC9488339554	2/4/26 - 3/5/26 101160242	03/05/26		32854	03/26/26	60.05	60.05 60.05
	3626	01 AC6002423333	2/4/26 - 3/6/26 200060242	03/06/26		32855	03/26/26	48.49	48.49 48.49
	3926	01 AC6627426062	2/6/26 - 3/9/26 105560242	03/09/26		32856	03/26/26	55.80	55.80 55.80
									VENDOR TOTAL: 849.70
COMED2	COMED								
	30626	01 AC3552295000	2/5/26 - 3/6/26 501260242	03/06/26		32857	03/26/26	42.37	42.37 42.37
	30926	01 AC3101823333	2/6/26 - 3/9/26 501260242	03/09/26		32858	03/26/26	46.29	46.29 46.29
	3226	01 AC8090765000	1/29/26 - 3/1/26 501260242	03/02/26		32859	03/26/26	177.48	177.48 177.48
	3526	01 AC6829563000	2/4/26 - 3/5/26 501260242	03/05/26		32860	03/26/26	1,472.91	1,472.91 1,472.91
	362026	01 AC8845298000	2/4/26 - 3/6/26 501260242	03/06/26		32861	03/26/26	46.13	46.13 46.13
	3626	01 AC3270651222	2/5/26 - 3/6/26 501260242	03/06/26		32862	03/26/26	42.68	42.68 42.68
	3926	01 AC8617897000	2/6/26 - 3/9/26 501260242	03/09/26		32863	03/26/26	340.48	340.48 340.48
									VENDOR TOTAL: 2,168.34
CUSPRO	CUSTOM PRODUCTS CORPORATION								
	45543	01 PW 36X36 FLAGGER SIGNS	105570335	03/05/26		32839	03/26/26	797.10	368.90 368.90

FROM 03/13/2026 TO 03/26/2026

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
	45784	01 PW SAFEZONE SIGN/STAND	105570335	03/10/26		32839	03/26/26	797.10	428.20 428.20
									VENDOR TOTAL: 797.10
DISPLA		DISCOUNT PLAYGROUND SUPPLY INC							
	185888	01 PARK STRUC MTCE MAR 2026	501275432	11/26/03		32812	03/26/26	699.80	699.80 699.80
									VENDOR TOTAL: 699.80
EBEREB		REBECCA & JOSHUA EBERHARDT							
	3325	01 PW MAILBOX REIMBURSE EBERHARDT	105570326	03/03/25		32840	03/26/26	125.00	125.00 125.00
									VENDOR TOTAL: 125.00
EVONS		EVONS TROPHIES AND AWARDS							
	30626	01 NAME PLATES/BADGES FEB 2026	101170325	02/20/26		32813	03/26/26	203.20	203.20 203.20
									VENDOR TOTAL: 203.20
GRAING		GRAINGER							
	9837461335	01 PW SHOP TOOL RESEAL KIT	105570330	03/11/26		32841	03/26/26	88.77	88.77 88.77
									VENDOR TOTAL: 88.77
HOMIND		HOMER INDUSTRIES							
	S238576	01 PW DROP CHG - CHIPS	105560257	03/03/26		32842	03/26/26	100.00	25.00 25.00
	S238625	01 PW DROP CHG - CHIPS	105560257	03/04/26		32842	03/26/26	100.00	50.00 50.00
	S239226	01 PW DROP CHG - CHIPS	105560257	03/16/26		32842	03/26/26	100.00	25.00 25.00
									VENDOR TOTAL: 100.00
IAW		ILLINOIS AMERICAN WATER							
	3092026	01 AC1025220038411669 2/6-3/5/26	105560242	03/09/26		32864	03/26/26	313.84	313.84 313.84

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VILLAGE OF HOMER GLEN  
 PAID INVOICE LISTING

FROM 03/13/2026 TO 03/26/2026

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
	30926	01 AC1025220007340091 2/6-3/5/26	105560242	03/09/26		32865	03/26/26	178.86	178.86 178.86
	3112026	01 AC1025220029845084 2/6-3/5/26	105560242	03/11/26		32866	03/26/26	30.10	30.10 30.10
	31126	01 AC1025210046013076 2/6-3/5/26	501260243	03/11/26		32867	03/26/26	119.91	119.91 119.91
	3626	01 AC1025220038411645 3/6-4/6/26	105560242	03/06/26		32868	03/26/26	55.02	55.02 55.02
	392026	01 AC1025220011328670 2/6-3/5/26	101160242	03/09/26		32869	03/26/26	319.06	319.06 319.06
	3926	01 AC1025220039881353 2/5-3/4/26	105560242	03/09/26		32870	03/26/26	41.87	41.87 41.87
							VENDOR TOTAL:		1,058.66
IMPSUR		IMPERIAL SURVEILLANCE INC							
	231155	01 PARK SECURITY 3/20-4/19/26	109260250	03/20/26		32814	03/26/26	1,760.85	1,760.85 1,760.85
							VENDOR TOTAL:		1,760.85
JIMTRU		JIM'S TRUCK INSPECTION LLC							
	214676	01 2014 FORD VEH MTCE MAR 2026	501275415	03/06/26		32815	03/26/26	330.00	41.00 41.00
	214677	01 2024 FORD VEH MTCE MAR 2026	501275415	03/06/26		32815	03/26/26	330.00	43.00 43.00
	214678	01 2016 JEEP VEH MTCE MAR 2026	501275415	03/06/26		32815	03/26/26	330.00	82.00 41.00 41.00
		02 2019 FORD VEH MTCE MAR 2026	501275415						
	214684	01 2021 FORD VEH MTCE MAR 2026	501275415	03/06/26		32815	03/26/26	330.00	82.00 41.00 41.00
		02 2022 PJ VEH MTCE MAR 2026	501275415						
	214685	01 2017 CHEVY VEH MTCE MAR 2026	501275415	03/06/26		32815	03/26/26	330.00	82.00 41.00 41.00
		02 2021 RICE VEH MTCE MAR 2026	501275415						

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VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
								VENDOR TOTAL:	330.00
JPMORG	JP MORGAN CHASE BANK NA								
	32626			03/26/26		861	03/24/26	46,991.11	46,991.11
		01 1/30 COSTCO SUPPLIES	501270330						20.79
		02 1/30 COSTCO PROMO O.F	501280555						21.94
		03 1/30 COSTCO PROMO O.F.	501280555						49.57
		04 2/9 HOME DEPOT HARDWARE	501270330						16.97
		05 2/11 HOME DEPOT HDWE REFUND	501270330						-16.97
		06 2/20 GRAINGER SUPPLIES/HDWE	501270330						186.12
		07 2/24 FORESTRY SUPPLIERS TOOLS	501275437						713.70
		08 1/29 HOME DEPOT TOOLS/HDWE	108670330						281.07
		09 2/6 TRADEPRESS FACILITIES CONF	108680555						199.00
		10 2/6 HOME DEPOT PW BLDG MTCE	108675405						281.00
		11 2/11 JL METAL VH BLDG MTCE	108675402						495.00
		12 2/13 ZORO PARKS BLDG MTCE	108675425						203.40
		13 2/17 ZORO TOOLS PW PLUMBING	108675405						708.95
		14 2/17 ZORO TOOLS PW PLUMBING	108675405						236.99
		15 2/18 COLONIAL FLAG STATE FLAGS	108675410						238.50
		16 2/17 HOME DEPOT VEH MTCE	108675415						37.38
		17 2/17 HOME DEPOT VEH MTCE	108675415						84.46
		18 2/23 GOLDY LOCKS PW BLDG MTCE	108675405						110.00
		19 2/5 AMER AIR CONF B.F	108680555						35.00
		20 2/5 AMER AIR CONF B.F	108680555						252.80
		21 2/5 AMER AIR CONF B.F	108680555						35.00
		22 2/20 WEATHERTECH VEH MTCE	108675415						268.90
		23 2/5 ALLIANZ CONF B.F	108680555						28.35
		24 1/30 GAS N WASH PW VEH MTCE	105575415						15.00
		25 2/12 BETTENHAUSEN VEH MTCE	105575415						64.03
		26 2/1 AMAZON EMA EQUIPMENT	108870330						177.94
		27 2/2 CDWG COMPUTERS	109285650						1,184.06
		28 2/2 CDWG COMPUTERS	109285650						179.68
		29 2/2 AMAZON PW SMALL TOOLS	105570330						2,853.00
		30 2/3 AMAZON SMALL TOOLS/HDWE	108870330						28.45
		31 2/3 BLOSSOM SYMPATHY B.W.	101170325						80.47
		32 2/3 WEB NETWORK SOLUTIONS	101170325						48.19
		33 2/4 INTL CODE MEMBER C.S.	103380561						255.00
		34 2/4 AMAZON TOOLS/HDWE	108870330						81.00
		35 2/5 AMAZON PW OP SUPPLIES	105570327						99.99
		36 2/8 AMAZON GC SERVICE AWARDS	109280522						211.90
		37 2/9 KASEYA PC SOFTWARE JAN/FEB	109270360						91.80
		38 2/10 AMAZON PW SHOP TOOLS	105570330						884.87
		39 2/9 ILDNR MASON NURSERY TREES	149280521						331.00
		40 2/10 AMAZON SMALL TOOLS	108870330						81.00
		41 2/10 AMAZON SMALL TOOLS	501270330						12.25
		42 2/11 AMAZON PLOTTER INK	101170325						82.00
		43 2/11 AMAZON PW SMALL TOOLS	105570330						25.99





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NAPAUT	NAPA AUTO PARTS								
	63138	01 EMA MTCE UNIT 4100	108875415	03/05/26		32844	03/26/26	483.81	199.51 199.51
	63707	01 PKS VEH MTCE UNIT 301	501275415	03/10/26		32844	03/26/26	483.81	95.84 95.84
	64116	01 EMA VEH MTCE UNIT 419	108875415	03/13/26		32844	03/26/26	483.81	92.15 92.15
	64173	01 EMA VEH MTCE UNIT 419	108875415	03/13/26		32844	03/26/26	483.81	96.31 96.31
									VENDOR TOTAL: 483.81
NIC	NICOR								
	100326	01 AC76544513823 2/9/26 - 3/10/26	101160242	03/10/26		32871	03/26/26	3,083.08	85.22 85.22
	10326	01 AC48821005732 2/9/26 - 3/10/26	105560242	03/10/26		32871	03/26/26	3,083.08	1,445.56 1,445.56
	3102026	01 AC37252606860 2/6/26 - 3/9/26	101160242	03/10/26		32871	03/26/26	3,083.08	215.06 215.06
	31026	01 AC23272049430 2/9/26 - 3/10/26	101160242	03/10/26		32871	03/26/26	3,083.08	836.83 836.83
	3112026	01 AC78299185369 2/10 - 3/11/26	101160242	03/11/26		32871	03/26/26	3,083.08	167.66 167.66
	31126	01 AC35726297258 2/10 - 3/11/26	101160242	03/11/26		32871	03/26/26	3,083.08	309.11 309.11
	3926	01 AC76820372019 2/6/26 - 3/9/26	101160242	03/09/26		32871	03/26/26	3,083.08	23.64 23.64
									VENDOR TOTAL: 3,083.08
PAYLOC	PAYLOCITY								
	INV3579606	01 PAYROLL SERVICE - MAR 2026	109260228	03/20/26		32821	03/26/26	1,416.39	1,416.39 1,416.39
									VENDOR TOTAL: 1,416.39

FROM 03/13/2026 TO 03/26/2026

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PEAMIC	MICHAEL PEARCE								
	260001	01 2/12/26 DRONE OPERATIONS	104480523	03/13/26		32822	03/26/26	106.88	106.88 106.88
									VENDOR TOTAL: 106.88
PERMAGRA	PERMAGRAPHIC PRINTERS								
	41441	01 BUS CARDS- 2 INDIVIDUALS MAR26	101170310	03/05/26		32823	03/26/26	136.00	136.00 136.00
									VENDOR TOTAL: 136.00
PETER	PETERSON PROPERTIES GROUP LLC								
	26-1303	01 EMA WATER USAGE 12/6/25-3/5/26	108860242	03/10/26		32824	03/26/26	6,123.66	223.66 223.66
	40126	01 EMA GARAGE RENT APR 2026	108860240	03/26/26		32824	03/26/26	6,123.66	5,900.00 4,650.00 625.00 625.00
		02 EMA GARAGE RENT APR 2026	120060240						
		03 EMA GARAGE RENT APR 2026	501260240						
									VENDOR TOTAL: 6,123.66
PHYIMM	PHYSICIANS IMMEDIATE CARE								
	8618147	01 MED TESTING- KE.STERN	101180532	02/12/26		32825	03/26/26	162.00	81.00 81.00
	8618210	01 MED TESTING- KA.STERN	101180532	02/12/26		32825	03/26/26	162.00	81.00 81.00
									VENDOR TOTAL: 162.00
PITNEYPP	PITNEY BOWES PURCHASE POWER								
	30526	01 METER REFILL FEB 2026	101170305	03/05/26		32826	03/26/26	455.71	455.71 455.71
									VENDOR TOTAL: 455.71
ROB	ROBINSON ENGINEERING								
	26020044	01 FDMT CRK CDR RD EXT 12/31/25	700060202	02/05/26		32827	03/26/26	32,756.25	8,662.50 8,662.50
	26020045	01 FDMT CRK SWR PLATS JAN-MAY2025	700060202	02/05/26		32827	03/26/26	32,756.25	6,458.25 6,458.25

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	26020046	01 FDMT CRK CDR RD OUTOFSCOPE	700060202	02/05/26		32827	03/26/26	32,756.25	17,635.50 17,635.50
								VENDOR TOTAL:	32,756.25
RODBAK	ROD BAKER FORD								
	75911	01 PKS VEH MTCE UNIT 301	501275415	03/11/26		32845	03/26/26	872.94	443.26 443.26
	76024	01 PKS VEH MTCE UNIT 301	501275415	03/12/26		32845	03/26/26	872.94	429.68 429.68
								VENDOR TOTAL:	872.94
RT&A	TWIG TECHNOLOGIES								
	2482	01 GIS SERVICES- ZONING UPDATES	107780520	03/19/26		32828	03/26/26	95.00	95.00 95.00
								VENDOR TOTAL:	95.00
SHOHOM	SHOREWOOD HOME & AUTO								
	3-503855	01 PW EQUIP MTCE MS660 CHAINSAW	105575415	03/05/26		32846	03/26/26	1,541.98	7.18 7.18
	3-503934	01 PW VEH MTCE BRACKET 5075E	105575415	03/06/26		32846	03/26/26	1,541.98	596.77 596.77
	3-503993	01 PKS MTCE UNIT 140 JD4520	501275423	03/06/26		32846	03/26/26	1,541.98	29.21 29.21
	3-504195	01 MOW EQUIP MTCE MAR 2026	501275423	03/13/26		32829	03/26/26	453.52	55.74 270.32
		02 RETURN REFUND MAR 2026	501275423						-214.58
	3-504344	01 PW EQUIPMENT MTCE	105575415	03/10/26		32846	03/26/26	1,541.98	908.82 908.82
	3-504482	01 MOW EQUIP MTCE MAR 2026	501275423	03/11/26		32829	03/26/26	453.52	228.23 228.23
	3-504484	01 MOW EQUIP MTCE MAR 2026	501275423	03/11/26		32829	03/26/26	453.52	21.56 21.56
	3-504489	01 MOW EQUIP MTCE MAR 2026	501275423	03/11/26		32829	03/26/26	453.52	147.99 147.99

FROM 03/13/2026 TO 03/26/2026

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
								VENDOR TOTAL:	1,995.50
STAIND		STATE INDUSTRIAL PRODUCTS							
	904141633			03/19/26		32830	03/26/26	122.58	122.58
		01 CUSTODIAL SUPPLIES MAR 2026	108670327						122.58
								VENDOR TOTAL:	122.58
ULINE		ULINE							
	205329929			03/12/26		32831	03/26/26	432.46	432.46
		01 SANITATION MTCE MAR 2026	501275425						432.46
								VENDOR TOTAL:	432.46
VERCOM		VERDANT COMMERCIAL CAPITAL							
	906073153			03/11/26		32832	03/26/26	485.00	485.00
		01 COPIER (2) MAR 2026	101160250						485.00
								VENDOR TOTAL:	485.00
VERI		VERIZON WIRELESS							
	6137488023			03/01/26		32833	03/26/26	1,978.38	1,978.38
		01 EMA CELL 2/2-3/1/26	108860246						39.22
		02 BLDG CELL 2/2-3/1/26	103360246						122.46
		03 ADMIN CELL 2/2-3/1/26	101160246						903.22
		04 ECDEV CELL 2/2-3/1/26	106660246						75.23
		05 PARKS CELL 2/2-3/1/26	501260246						307.65
		06 PARKS2 CELL 2/2-3/1/26	501260246						39.01
		07 P&Z CELL 2/2-3/1/26	107760246						78.44
		08 PUBWORKS CELL 2/2-3/1/26	105560246						413.15
								VENDOR TOTAL:	1,978.38
VESTIS		VESTIS							
	6030500564			03/05/26		32847	03/26/26	112.80	56.40
		01 PW UNIFORMS - JEFF TURNER	105570355						56.40
	6030502582			03/12/26		32847	03/26/26	112.80	56.40
		01 PW UNIFORMS - JEFF TURNER	105570355						56.40
								VENDOR TOTAL:	112.80
WCTO		WILL COUNTY TREASURER'S OFFICE							
	FY2026-JANUARY26			02/02/26		862	03/26/26	433,236.64	433,236.64
		01 POLICE PUBLIC SAFETY JAN 2026	102260207						433,236.64

DATE: 03/20/2026  
 TIME: 12:45:49  
 ID: AP450000.WOW

VILLAGE OF HOMER GLEN  
 PAID INVOICE LISTING

FROM 03/13/2026 TO 03/26/2026

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
								VENDOR TOTAL:	433,236.64
WENTIR	WENTWORTH TIRE SERVICE								
	90035427	01 PW EQUIP MTCE SPARE TIRE & RIM	105575415	03/03/26		32848	03/26/26	1,252.04	451.00 451.00
	90035536	01 PKS VEH MTCE UNIT 301	501275415	03/12/26		32848	03/26/26	1,252.04	801.04 801.04
								VENDOR TOTAL:	1,252.04
ZEBRAY	RAYMOND ZEBROWSKI								
	1225	01 PW MAILBOX REIMBURSE ZEBROWSKI	105570326	12/01/25		32849	03/26/26	81.31	81.31 81.31
								VENDOR TOTAL:	81.31
								TOTAL --- ALL INVOICES:	597,844.19

DATE: 03/20/26  
TIME: 12:45:11  
ID: AP4A0000.WOW

VILLAGE OF HOMER GLEN  
PAID INVOICES BY ACCOUNT NUMBER

FINAL TOTALS  
ACTIVITY FROM 03/13/2026 TO 03/26/2026

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GENERAL FUND	511,758.68
HOMER FEST FUND	5,125.00
ENVIRONMENT FUND	514.00
MOTOR FUEL TAX FUND	726.29
PARK DEVELOPMENT FUND	46,963.97
CAPITAL PROJECT FUND	32,756.25
	-----
GRAND TOTAL	597,844.19
	=====



## AGENDA SUPPLEMENT SHEET

**Agenda Item Number:** K.2  
**Village Board Meeting Date:** March. 25, 2026  
**Committee Meeting Date:** March. 18, 2026 A&F

**Item Title:** Consider for Approval spending \$30,025 for the rental of tents, tables, chairs etc. with Joliet Tent for HomerFest 2026.

**Motion for Consideration:** Is there a Motion to approve spending \$30,025 for the rental of tents, tables, chairs etc. with Joliet Tent for HomerFest 2026.

**Committee Recommendation:** The Committee voted unanimously with a three (3) to zero (0) vote to approve spending \$30,025 for the rental of tents, tables, chairs etc. with Joliet Tent for HomerFest 2026.

**Staff Contact:** Events Director, Dan Waddick

**Background Information:**

In 2025, we began searching for a new vendor to provide tents, tables, chairs and other equipment for our annual HomerFest. We selected Joliet Tent due to their competitive pricing and outstanding reliability.

Joliet Tent has consistently been able to supply all the materials needed to support our event, and they remain flexible in accommodating requests as our needs evolve leading up to the event. They have also been fully cooperative in meeting our insurance requirements and signing the necessary rider documentation.

**Attachments:**

Joliet Tent quote \$30,025  
Midwest Tents & Events quote \$45,657.90  
ProEm National Events Services quote \$48,087.60

**Budget Implications:** This expense can be covered in the budget of "Community Festival Expenses" 12-00-80-521



## Contract

Joliet, Illinois 60434-2476  
 Phone: (815) 722-2315  
 Fax: (815) 722-2387  
**Joliet Tent Co.**  
**Po Box 2476 Joliet, IL**

Invoice Number:  
 VOHG202601B  
 Date of Plans:  
 June 25-28, 2026

Bill/Contract Submitted To.		Event Information	
Name:	Village Of Homer Glen	Event Representative:	Dan Waddick
Phone:	708-301-0632	Event Name:	
Cell:	708-981-3952	Event Location:	Heritage Park
Address	14240 W. 151 <sup>st</sup> Street	PO #:	
	Homer Glen, IL 60491	Guest Count	

### Order Information

Quantity	Product Description	Total Price
1	10' x 20' x 8' w 20' Solid Sidewall	\$325.00
1	Warehouse Skidsteer	\$2,000.00
1	Delivery & Pickup	\$400.00
	Total:	<b>\$30,025.00</b>

**Notes**

This Proposal shall represent the full and complete agreement between the parties when signed by the customer and returned to Joliet Tent Co. Notwithstanding the forgoing, this agreement is subject to availability of the material and equipment described herein as of the date the fully executed agreement is received by Joliet Tent Co. The contract price will be adjusted to reflect the addition or reduction of equipment or services.

**Deposit is non-refundable Make checks payable to Joliet Tent Co.**

**1/3 Deposit required at time of signing. 4% Credit Card Processing Fee will be applied to all Credit Card payments. Balance due (2) weeks prior to event date.**

## Joliet Tent, Co.- Terms and Conditions of Rentals and Services

For the purpose of this Rental Agreement, "Joliet Tent" shall mean Joliet Co., its employees, and its subcontractors, and "Customer" shall mean the customer, its agents and/or employees. In consideration of the rental items (herein "the rental item or items"), the customer agrees to the following terms:

- 1) **INDEMNITY/HOLD HARMLESS**- Customer will take all necessary precautions regarding the items rented and protects all persons and property from injury or damage. Customer agrees to indemnify, defend and hold harmless Joliet Tent from and against and or all liability, claims, judgments, attorney's fees and costs of every kind of nature, including but not limited to, injuries or death to persons and damage to property, arising out of use, maintenance, instruction, operation, possession, ownership or rental of the items rented, however caused, except claims or litigation arising through the sole gross negligence or willful misconduct of Joliet Tent.
- 2) **ASSUMPTION OF RISK- DISCHARGE OF LIABILITY**- Customer is fully aware and acknowledges there is risk of injury or damage arising out of the use or operation of the items rented hereunder and hereby elects to voluntarily enter into this rental agreement and assume all of the above risks or injury. Customer agrees to release and discharge Joliet Tent from any and all responsibility or liability from such injury or damage against Joliet Tent which Customer otherwise may be entitled to assert.
- 3) **DELIVERY, INSTALLATION, INSPECTION OF RENTAL ITEMS**- Customer rents the rental items on an "as is" basis. Customer agrees to release Joliet Tent of any liability for any damage to any property due to delivery, installation and removal of equipment. This includes but is not limited to ruts in grass, scratches or cracks on the installed surface, and high wind related damages. It is the responsibility of the renter to communicate to Joliet Tent the location of any underground utilities or sprinkler systems, including but not limited to wiring, pipes, sewage systems, or any other interferences. If Customer fails to give warning and correct locations Joliet Tent will not be held responsible for damages to underground utilities. Customer acknowledges that he has, or will, personally inspect the rental items prior to use and finds the items suitable for customer's needs and in good working order. Customer acknowledges receipt of all listed in the Rental Contract and that rented items are in good working order and repair and that the Customer understands (without further instructions) the proper operation and use of items. Joliet Tent shall not be required to install equipment at any time when rains, wind, etc. makes work unsafe for employees and/or equipment. Joliet Tent shall not be required to install in an area that Joliet Tent determines to be too muddy, dirty, unsafe, or unfit for the installation. Joliet Tent will be the sole judge thereof. The area of installation must be free of obstructions such as trees, poles, etc. Areas of tent installation must be of adequate size with a minimum of 10 feet of space around the entire perimeter of the tent for staking. If the Customer is not present during the finish of delivery or installation, Customer waives their right to inspect and count the rental items and will rely on the counts by Joliet Tent.
- 4) **POSSESSION/TITLE**- This is a rental agreement only and the rental items shall remain the personal property of Joliet Tent. The rental items shall not be removed from the place of installation or delivery. Customer's right to possession of the rental items begins upon the rental items leaving Joliet Tent and terminates when items are picked up by Joliet Tent or brought to Joliet Tent warehouse by Customer. Retention of possession after this date constitutes a breach of this Rental Agreement. Customer agrees not to sublet or loan the rental items from the address at which the Customer represented they were used.
- 5) **RENTAL PERIOD/RATE/PAYMENTS**- If Customer makes greater use of the rental items than agreed upon, it is agreed that the additional usage will be charged. Joliet Tent may terminate rental at any time and retake the rental items without further notice, in case of violation by Customer of any terms or conditions of this Rental Contract. Customer agrees to pay any collection of this account or any dispute arising out of this Rental Agreement. Unless otherwise stated in writing, final payment is due two weeks prior to the event and can be paid by cash, check, or credit card. A 4% Credit Card Fee will be applied to all credit card payments on Customer balances. Customer agrees to pay monthly service charges for all unpaid balances. A 1/3 non-refundable deposit on rental items is required for equipment & service reservations. Cancellations or significant reductions of rental items within 14 days of the event or service date will be subject to cancellation fee on 50% of current contract costs. Cancellations or significant reductions of rental items within 24 hours of scheduled delivery date will be subject to a cancellation fee of full contract cost.
- 6) **PROPER CARE**- Customer shall be monetarily responsible for all damage to rental items. Damage includes but is not limited to: damages due to overturning, overloading, or exceeding rated capacities; breakage; improper use; abuse; lack of cleaning; dirtying of rental items by paint, mud, plaster, ash, concrete, rosin, wax or any other material.
- 7) **COMPLIANCE WITH LAW/USE RENTAL ITEMS**- Customer agrees not to use or allow anyone to use the rental items in any illegal manner or in any unsafe manner. Customer agrees at his sole cost and expense to comply with all municipal, country, state, and federal laws, ordinances and regulations which may apply to the use, licenses, fines, fees, permits, or taxes arising from his use of the rental items. Customer is responsible for obtaining all permits from the appropriate government agencies. If permits or licenses are denied for any reason, Customer is still responsible for all financial and other obligations pursuant to this Agreement with Joliet Tent or its subcontractors. Customer shall not allow any person who is not qualified or who does not utilize all safety equipment required to operate or use the rental items. Customer acknowledges that Joliet Tent has no responsibility to inspect the rental items while they are in the Customer's possession.
- 8) **RETURN OF RENTAL ITEMS**- Customer agrees to return to Joliet Tent the rental items in good condition as when received by agreed Return Date. Customer shall be liable for all damages to or loss of the rental items and liability incurred prior to rental items return to Joliet Tent. Customer shall be responsible for all costs incurred by Joliet Tent recovering and returning damaged rental items to Joliet Tent 's premises. If rental items are to be "picked up" by Joliet Tent, Customer agrees to provide a secure storage location and Customer accepts all risk including damage and theft and liability to rental items for the period of time until the rental items are picked up by Joliet Tent.
- 9) **DISCLAIMER OF WARRANTIES**- Joliet Tent makes no warranty of merchantability or fitness for any particular use or purpose, either expressed or implied. There is no warranty or representation that the rental items are fit for customer's particular intended use or that is free of latent defects. Joliet Tent shall not be responsible to customers or any third party for any loss, damage or injury resulting from, or in anyway attributed to the

operation of, use of or any failure of rental items. Customers remedy for any failure of or defect in the rental items shall terminate rental charges at time of failure, provided that the Customer notifies Joliet Tent immediately and returns the rental items to Joliet Tent within twenty-four (24) hours of such failure.

10) **DEFAULT**- Should Customer in any way fail to observe or comply with any provision of this Rental Agreement, Joliet Tent may, at its sole discretion, may terminate this Rental Agreement, retake the rental items, declare any charges due and payable and initiate legal process to recover monies owed. If for any reason it becomes necessary for Joliet Tent to retake the rental items, Customer authorizes Joliet Tent to retake the rental items without notice or further legal process and agrees that Joliet Tent shall not be liable for any claims for damage or trespass arising out of the removal of the rental items.

11) **LEGAL FEES**- In the event an attorney is retained to enforce a provision of this Rental Agreement; the prevailing party in the dispute shall be entitled to recover reasonable attorney's fees and court costs in such action or proceedings in an amount to be determined by the court.

12) **NOTICE OF NON-WAIVER/SEVERABILITY**- Any failure of Joliet Tent to insist upon strict performance by Customer in regard to any provisions of this Rental Agreement shall not be interpreted as a waiver of Joliet Tent 's right to demand strict compliance with all other provisions of this Rental Agreement or shall be severable so that the enforceability, invalidity or waiver of any provision shall not affect any other provision.

13) **MOVING OF NON-RENTAL ITEMS**- Joliet Tent is not liable for any damage arising from customer requested/implied request to move non-rental items, including, but not limited to furniture, vehicles, plants, lights, ect.

14) **WEATHER**- Tents and structures are inherently dangerous and are used as temporary structures designed to handle most normal weather conditions; however, there may be situations that become unsafe such as high winds or lightning. **EVACUATION OF THE TENTS IS HIGHLY RECOMMENDED IN THESE AND OTHER UNSAFE WEATHER CONDITIONS.** If weather or winds damages rental items or collapses a tent while in the possession of the customer, Joliet Tent shall not be responsible to fix, repair, or re-install tents or other rental items before the event. The rental items and tents shall not be touched or moved by the Customer until Joliet Tent is available to retake the items. If after delivery, weather conditions either damage the rental items or weather makes the rental items unsuitable for use, there will be no refund and Customer shall be still liable for full contract cost.

**SUMMARY: RESPONSIBILITY OF THE EQUIPMENT REMAINS WITH THE CLIENT FROM THE TIME OF DELIVERY TO THE TIME OF PICKUP.** Please be sure all equipment is secured when not in use and protected from weather. All collection fees, attorney fees, court costs, or any expense involved in the collections of rental charges or damaged items will be the client's responsibility. Be sure all equipment is returned according to these **TERMS & CONDITIONS**. The client is solely responsible for any additional charges incurred as a result of failure to meet these conditions. **Tables and chairs must be stacked and placed as Joliet Tent leaves them or an additional labor charge will be added.** I HAVE READ AND AGREE TO THE ABOVE **TERMS & CONDITIONS AND ACKNOWLEDGE RECEIPT. THIS CONTRACT IS VALID FOR ALL RENTALS PURCHASED BY THIS CUSTOMER, AND SUPERCEDES ALL PRIOR CONTRACTS. A LARGER FONT VERSION OF THIS CONTRACT IS AVAILABLE UPON REQUEST.**

Signature \_\_\_\_\_

Authorized Signature Joliet Tent Co. \_\_\_\_\_



## Contract

Joliet, Illinois 60434-2476  
 Phone: (815) 722-2315  
 Fax: (815) 722-2387  
**Joliet Tent Co.**  
**Po Box 2476 Joliet, IL**

Invoice Number:  
 VOHG202601A  
 Date of Plans:  
 June 25-28, 2026

Bill/Contract Submitted To.		Event Information	
Name:	Village Of Homer Glen	Event Representative:	Dan Waddick
Phone:	708-301-0632	Event Name:	
Cell:	708-981-3952	Event Location:	Heritage Park
Address	14240 W. 151 <sup>st</sup> Street	PO #:	
	Homer Glen, IL 60491	Guest Count	

### Order Information

Quantity	Product Description	Total Price
1	60' x 150' x 7' White Century Pole Tent	\$10,000.00
21	7' x 20' Window Sidewall	\$1,260.00
1	40' x 60' x 8' White Century Pole Tent	\$2,600.00
7	15' x 15' x 8' White Frame Tents	\$2,450.00
1	10' x 20' x 8' White Frame Tent. (1) 40' White Sidewall	\$350.00
2	12' x 12' x 8' White Frame Tents	\$600.00
9	White Sidewall	\$250.00
16	500 lbs Concrete Weights w/ Covers	\$675.00
15	Counters w/ Skirts 15' x 15' Tents	\$400.00
3	Counters w/ Skirts 10' x 20' Tent	\$65.00
100	8' x 30" Banquet Tables	\$1,200.00
800	White Samsonite Folding Chairs	\$1,600.00
25	30" x 42" Pedestal Tables	\$350.00
800	Setup / Takedown Chairs	\$800.00
100	Setup / Takedown Tables	\$200.00
150	7.5 x 43' Bike Rack	\$4,500.00

### Notes

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**Deposit is non-refundable Make checks payable to Joliet Tent Co.**

**1/3 Deposit required at time of signing. 4% Credit Card Processing Fee will be applied to all Credit Card payments. Balance due (2) weeks prior to event date.**

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Signature \_\_\_\_\_

Authorized Signature Joliet Tent Co. \_\_\_\_\_



**Midwest Tents & Events of DeKalb**

2239 SYCAMORE ROAD  
 DEKALB, IL 60115, US  
 8773888368  
 info@rentmidwesttents.com



Location: DeKalb MTE  
 Rental Out: 6/25/2026 8:00:00 AM  
 EST Rental In: 6/28/2026 4:00:00 PM

QUOTED TO	CONTACT	JOB SITE
VILLAGE OF HOMER GLEN 14240 WEST 151ST STREET HOMER GLEN, IL 60491 (708) 301-0632 acharbonateau@homerglenil.org Purchase Order#	Name Dan Waddick Phone (708) 301-0632 Ext: Email acharbonateau@homerglenil.org Driver License	Job #  14240 WEST 151ST STREET HOMER GLEN, 60491 Delivery Zone: 60491

**Rental Items** Delivery Notes: Deliver 6/20-6/23; Pickup 6/29-7/2

Item No	Description	Quantity	Estimated Amount
1020-4121	40' x 60' Solid White High Peak Pole Tent [A1200] 8' EAVE 10' PS \$168.00/Additional Day; \$1,680.00/First Day;	1	\$2,184.00
1020-6301	60' x 150' Solid White High Peak Pole Tent [GEN] FESTIVAL 8' EAVE 10' PS \$630.00/Additional Day; \$6,300.00/First Day;	1	\$8,190.00
1030-1041-2	10' x 20' Solid White High Peak 2" Frame Tent \$25.00/Additional Day; \$250.00/First Day;	1	\$325.00
1030-1501	15' x 15' Solid White High Peak Frame Tent \$25.00/Additional Day; \$250.00/First Day;	7	\$2,275.00
1032-1221	12' x 12' Solid White Traditional Frame Tent \$15.00/Additional Day; \$150.00/First Day;	2	\$390.00
1060-0320	9' x 10" Counter for 10' Kiosk Wall \$4.50/Additional Day; \$45.00/First Day;	4	\$234.00
1060-0321	10' x 36" Kiosk Wall for High Peak Frame Tent \$5.00/Additional Day; \$50.00/First Day;	4	\$260.00
1060-0330	14' x 10" Counter for 15' Kiosk Wall \$6.00/Additional Day; \$60.00/First Day;	15	\$1,170.00
1060-0331	15' x 36" Kiosk Wall for Frame Tent \$7.50/Additional Day; \$75.00/First Day;	15	\$1,462.50
1060-8021	Solid White Sidewall 8' x 15' \$6.00/Additional Day; \$30.00/First Day;	9	\$432.00
1060-8022	Solid White Sidewall 8' x 20' \$8.00/Additional Day; \$40.00/First Day;	1	\$64.00
1060-8032	Window Sidewall 8' x 20' \$10.00/Additional Day; \$50.00/First Day;	21	\$1,680.00
1099-2050	Concrete Block 500# \$3.50/Additional Day; \$35.00/First Day;	24	\$1,092.00
2030-1001	Steel Crowd Control Barricade 7.5' \$1.50/Additional Day; \$15.00/First Day;	150	\$2,925.00



**Midwest Tents & Events of DeKalb**

2239 SYCAMORE ROAD  
 DEKALB, IL 60115, US  
 8773888368  
 info@rentmidwesttents.com



13528

Location: DeKalb MTE  
 Rental Out: 6/25/2026 8:00:00 AM  
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2050-1082-F	8' x 30" Banquet Table (F) \$1.50/Additional Day; \$10.00/First Day;	100	\$1,450.00
2050-1330	30" Cocktail Table (42" Tall) \$2.10/Additional Day; \$14.00/First Day;	25	\$507.50
2060-1003	White Folding Chair \$0.34/Additional Day; \$2.25/First Day;	800	\$2,616.00

**Product & Services**

Description	Quantity	Price	Total Amount
Damage Waiver			\$2,998.27
Delivery Charge	1.00	\$825.00	\$825.00
Pickup Charge	1.00	\$825.00	\$825.00
Table Setup/Breakdown (Each Table)	100.00	\$5.00	\$500.00
Chair Setup/Breakdown (Each Chair)	800.00	\$1.00	\$800.00
Tent Setup/Breakdown Labor			\$10,293.88
Concrete Block Transportation	1.00	\$550.00	\$550.00
Flooring & Fencing Setup/Breakdown Labor			\$1,608.75

Total Rental: \$27,257.00  
 Total Services: \$18,400.90  
 SubTotal: \$45,657.90  
 Use/Sales Tax: \$0.00  
 Total: \$45,657.90 (USD)

DEKALB WILL CALL HOURS: MON-FRI 12:00PM-4:00PM | SAT & SUN CLOSED  
 YORKVILLE WILL CALL HOURS: MON-FRI 8:00AM-4:00PM | SAT 8:00AM-1:00PM | SUN CLOSED  
 CUSTOMER MAY PICKUP WILL CALL ORDERS DAY BEFORE AND RETURN DAY AFTER EVENT FOR SINGLE DAY RATE.

**THERE ARE NO CANCELLATIONS, REDUCTIONS, OR REFUNDS ON RESERVATIONS FOR ANY REASON**  
 A 3.5% PROCESSING CHARGE WILL BE ADDED TO ALL CREDIT CARD TRANSACTIONS, INCLUDING REFUNDS TRANSACTIONS

I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON BOTH SIDES OF ALL PAGES OF THIS AGREEMENT, AND CERTIFY THAT THOSE PRINTED ON THE OTHER SIDE ARE AGREED TO AS IF PRINTED ABOVE MY SIGNATURE. THERE ARE NO ORAL OR OTHER REPRESENTATIONS NOT INCLUDED HEREIN. UNLESS DECLINED, I ALSO AGREE TO THE DAMAGE WAIVER CHARGES. I HAVE RECEIVED A COPY OF THIS AGREEMENT. BY SIGNING BELOW, I AUTHORIZE MIDWEST TENTS & EVENTS TO MAKE APPROPRIATE CHARGES TO MY CREDIT CARD.

Signature

Customer Declines Damage Waiver

**TERMS AND CONDITIONS OF EVENT EQUIPMENT RENTAL CONTRACT – THE CURTIS RENTAL GROUP**

For good and valuable consideration, you and The Curtis Rental Group, Inc., d/b/a "Midwest Tents & Events of DeKalb", and d/b/a "Midwest Expo" (also referred to in this Contract as "CRG," "we," "us" and "our") agree as follows:

- As used herein, "P.1" means the first page of this Contract; "Contract" means P.1 together with these Terms and Conditions of Rental Contract; "Rented Item(s)" or "Item(s)" means the item(s) rented to you, as identified on P.1 (including any "Instructions" provided per Section [or "\$"] 4 of this Contract); "Site" means the location where the Item(s) is/are to be delivered and/or used (if applicable), as set forth on P.1; and "Customer," and "Lessee," "you" and "your" mean the customer, renter lessee and/or guarantor identified on P.1 (and as applicable, each and every permitted borrower, sublessee, successor and/or assign of such Lessee per § 6).
- You agree to rent from CRG the Rented Item(s) for the period(s) specified on P.1 (the "Term"), at the end of which, your rights to use and possess the Rented Item(s) shall expire and terminate. You agree to pay us the applicable rental rate(s) set forth on P.1 (the "Rent"), and all other charges accruing hereunder, without proration, reduction or setoff, and remain liable for all associated injuries and damages, for the entire Term and until all Rented Item(s) is/are returned to and accepted by CRG in the return condition required under § 11. Unless otherwise specifically agreed by CRG, all rental rates are for normal use of the Rented Item(s) on a *single-event* basis in accordance with the terms of this Contract and the "Instructions" described in § 4. Additional Rent at our maximum periodic rate will be due for overuse and late returns. You will not be entitled to any cancellation right or reduction



## Midwest Tents & Events of DeKalb

2239 SYCAMORE ROAD  
DEKALB, IL 60115, US  
8773888368  
info@rentmidwesttents.com



Location: DeKalb MTE  
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of Rent for time in transit, event(s) of *force majeure* or any other period(s) of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). Unless otherwise agreed in writing by CRG, you: (i) will pay us: (A) the Estimated Rent, together with any deposit specified on P.1 not later than 30 days prior to commencement of the Term (together, the "Prepayment"); and (B) all other amounts coming due hereunder upon demand; and (ii) acknowledge and agree that: (A) we may deduct any amount you owe us from any Prepayment; (B) no interest will accrue on any Prepayment; (C) no Prepayment will be deemed a limit of your liability to us; and (D) all Prepayments are **NON-REFUNDABLE**. Anything remaining with, in or on any Rented Item(s) upon return will be deemed surrendered and abandoned.

3. You will ensure the Site is clean, safe, secure and fit for delivery and use of the Rented Item(s). If we agree to provide any services (including delivery, setup, installation and/or retrieval), you agree to: (a) pay our regular charge(s) for the same, and for all waiting time; (b) be present at the Site at the agreed time(s); and (c) ensure our personnel have full access to the Site at all times. We will not be responsible for mishaps or delay(s) caused by you, your agents or employees or any other parties, including providers of other goods or services ("Other Providers") for which you agree to indemnify, defend and hold harmless CRG. If you are not present upon our delivery, setup, installation or retrieval of any Item(s), you agree to accept the statements of our representatives regarding the same (including the status, condition, quality and quantities of the Item(s) and the Site).

4. Upon the earlier of your receipt, or the delivery to the Site, of the Rented Item(s) unless you thereupon reject it/them, you represent, warrant, acknowledge and agree that: (a) each Item: (i) is complete and in good order, condition and repair; (ii) is appropriate for your purposes and in all ways acceptable to you; and (iii) was selected (not based on any recommendation by us), carefully examined counted and tested by you or your agent(s); and (b) you: (i) have received, reviewed and understand all laws, rules, regulations, training, instructions, user manuals, maintenance requirements, and other information, if any, including all applicable EPA, OSHA, ASME, IBC, IFC, IEEE, UL, ASSP, ANSI and other applicable standards (collectively, "Instructions"); (ii) will fully comply therewith; (iii) have been made aware of the need to use all applicable safety equipment and devices; (iv) will use each Item only for its **intended purpose**, in a reasonable and safe manner; (v) will timely give all applicable notice(s) to, and obtain all applicable licenses, authorizations, permits and approvals from, all affected parties, including governmental authorities, utilities, cable companies and the owner(s) of the Site, and ensure that all underground lines, cables and conduits are clearly and properly marked before using any Item(s) to disturb the ground surface (call 811 and go to [www.Illinois1call.com](http://www.Illinois1call.com) at least 2 full business days in advance); (vi) will immediately cease using any Item that is damaged, breaks down, or proves defective (a "Malfunction"); and (vii) will ensure that all others comply with this Contract. You will immediately notify: (A) CRG if any of the foregoing shall be breached or proven incorrect or misleading; and (B) CRG and the local police in the event of any accident or theft involving any Rented Item(s).

5. In the event of a Malfunction as defined in § 4, you agree to immediately notify and return the Malfunctioning Item to, CRG, and provided such Malfunction did not result from or in connection with any wrongful or negligent act or omission of, or any breach of this Contract by, you or anyone you permit to use, occupy or otherwise deal with any Rented Item(s) (including your guests and invitees), we may, at our option: (a) repair the Malfunctioning Item; (b) provide you with a comparable item; or (c) solely with respect to the Malfunctioning Item, return the unused portion of the Rent and cancel this Contract. The foregoing remedies are **EXCLUSIVE**. We will have no other obligation(s) regarding Malfunctions, all of which you waive (including without limitation, all direct, indirect, incidental and consequential damages).

6. Except with respect to Items we rent from one or more third parties (each, a "TPO") and then re-rent to you ("Re-Rented Item(s)"), CRG owns and will retain title to all Rented Items at all times. You will have exclusive control over the Rented Item(s) during the Term; *subject however*, to your obligation to fully and timely comply with this Contract at all times. You **SHALL NOT**: (a) permit the taking or existence of any lien, claim, security interest or encumbrance on any such Item; (b) have any title or ownership interest in or with respect to any Rented Item(s); or (c) loan, transfer, sublease, repair, store, surrender or assign any Rented Item or such Contract without our prior written consent. We may substitute, sell and/or assign any Rented Item(s) and/or all or any part of our interests therein and/or in this Contract at any time. You authorize and agree to the same, and further agree that, in the event of such assignment, you will attorn to the assignee, who will not be responsible for any pre-existing obligations or liabilities of CRG or any TPO.

7. **SAFETY WARNINGS: THE RENTED ITEM(S) CAN BE DANGEROUS, AND MAY MOVE, SHIFT, TIP, SINK, OVERTURN, LEAK, OR COLLAPSE, PARTICULARLY DURING SEVERE WEATHER AND/OR ON STEEP TERRAIN. YOU AGREE TO: (A) EXERCISE, AND TO CAUSE ALL OTHERS TO EXERCISE, EXTREME CARE WHEN DEALING WITH SUCH ITEM(S); (B) PROVIDE ALL APPLICABLE FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS TO ALL USERS, OPERATORS AND OCCUPANTS OF THE RENTED ITEM(S); (C) ensure that each Rented Item is used reasonably, safely and only: (i) for its intended purpose(s); (ii) within its rated capacity; (iii) at the Site; (iv) BY PROPERLY TRAINED, QUALIFIED, CERTIFIED, FAMILIARIZED AND/OR LICENSED (AS APPLICABLE) ADULTS; and (v) otherwise in full compliance with this Contract and all applicable laws, rules and regulations, at all times.**

8. **SAFETY PRECAUTIONS:** You will not, nor will you permit anyone else to abuse, misuse, overuse, conceal, place in storage with any third party, repair, modify or damage any Rented Item. YOU ALSO AGREE TO: (A) **ENSURE THAT ALL CHILDREN IN, ON, OR NEAR ANY RENTED ITEM(S) ARE SUPERVISED BY A COMPETENT ADULT AT LEAST 21 YEARS OF AGE AT ALL TIMES;** and (B) **EVACUATE, AND PERMIT CRG TO DELAY DELIVERY, INSTALLATION AND/OR USE OF, OR DISMANTLE AND/OR RETRIEVE ANY OR ALL RENTED ITEM(S)** (without obligating us to do so) IF ANY HAZARD (INCLUDING WITHOUT LIMITATION, SEVERE WEATHER) OCCURS OR THREATENS.

9. **NO WARRANTIES:** CRG IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE ITEM(S) REFERENCED IN THIS CONTRACT, ALL OF WHICH ARE PROVIDED "AS-IS". NEITHER CRG NOR ANY TPO, MAKES ANY WARRANTY(IES), EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY(IES) OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS AND/OR CONTAMINATION, GOOD AND WORKMANLIKE PERFORMANCE, AND ANY WARRANTY(IES) ARISING FROM OR IN CONNECTION WITH ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE) REGARDING ANY ITEM(S) OR SERVICE(S) REFERENCED IN THIS CONTRACT, NOR DOES CRG OR ANY TPO MAKE ANY WARRANTY(IES) AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU WAIVE. NO DESCRIPTIONS, SPECIFICATIONS, DEPICTIONS OR ADVERTISEMENTS CONSTITUTE REPRESENTATIONS OR WARRANTIES BY CRG OR ANY TPO. **THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE OF THIS CONTRACT.**

10. **INDEMNITY:** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU: (A) **ASSUME ALL RISKS, INCLUDING WITHOUT LIMITATION, ALL RISK(S) OF PERSONAL AND BODILY INJURY, ILLNESS, LOSS, PROPERTY DAMAGE AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, THE ITEM(S) AND SERVICE(S) REFERENCED IN THIS CONTRACT, AS WELL AS ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM AND/OR IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DELIVERY, SETUP, INSTALLATION, DEINSTALLATION, MALFUNCTION, COLLAPSE, STORAGE, SERVICING, CLEANING, CONTAMINATION, DECONTAMINATION, MAINTENANCE, REPAIR, AND/OR RETRIEVAL THEREOF, WHETHER OR NOT YOUR FAULT (COLLECTIVELY, "RISKS"); (B) RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, CRG, EACH TPO,** and their respective owners, shareholders, members, managers, officers, directors, partners, agents, affiliates, employees, insurers, subrogees, representatives, successors and assigns (each, an "Indemnitee" and collectively, the "Indemnitees"), for, from and against all such RISKS, as well as all other liabilities, claims, damages, losses, costs and expenses (including without limitation, attorneys' fees) arising from and/or in connection with the Rented Item(s), this Contract and/or any breach hereof by you, your agents, employees, contractors, guests, invitees, sublessees, successors and/or assigns; and except only as provided in § 5, (C) **WAIVE** all rights and remedies available under the Uniform Commercial Code, as well as all direct, indirect, incidental, consequential, general, special, exemplary and punitive damages, against each and every Indemnitee.

11. You agree to protect, properly maintain and care for each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to us on time at the end of the Term, complete, clean, free of contamination, pathogens, burns, cuts, stains, discoloration and debris, and in good condition, properly serviced and maintained, and if applicable, full of the appropriate fuel, fluids and lubricants. If you fail to do so, then in addition to your other obligations arising under this Contract, you will pay us: (a) Rent for each succeeding full rental period until all Rented Item(s) have been returned or replaced as required; and (b) all costs and expenses we incur in connection with such failure (including without limitation, all costs of cleaning, repairs, maintenance and/or replacement(s) of/to the Rented Item(s)). Certain Items may be delivered on pallets, or in crates, cartons or boxes, and may be stacked, bagged, racked, folded, rolled and/or strapped ("Packed"). Upon return, you will ensure that all Rented Items are properly Packed. **YOU AGREE NOT TO PACK ANY RENTED ITEM UNLESS IT IS COMPLETELY DRY. IMPROPER PACKING, OR PACKING ITEMS THAT ARE WET OR DAMP, MAY RESULT IN MOLD, MILDEW OR OTHER DAMAGE, FOR WHICH YOU WILL BE LIABLE.**

12. You agree to maintain all insurance CRG may require, including: (a) public and host liquor liability insurance with minimum limits of \$1,000,000 per occurrence; (b) property damage/inland marine insurance covering all Rented Items for the full (new) replacement cost thereof; and (c) workers' compensation and employer's liability insurance. All such policies shall, to the maximum extent possible: (i) name The Curtis Rental Group, Inc. as an additional insured and loss payee; (ii) waive subrogation against CRG; (iii) be primary and non-contributory; (iv) include a severability of interests clause and such other provisions as we may require. You irrevocably appoint The Curtis Rental Group, Inc. as your agent and



**Midwest Tents & Events of DeKalb**

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DEKALB, IL 60115, US  
8773888368  
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attorney-in-fact for purposes of submitting, negotiating and settling claims and payments on all such policies.

13. If and **only if**, we have offered the **OPTIONAL LIMITED DAMAGE WAIVER** ("LDW") and you have paid the LDW fee set forth on Page 1 prior to commencement of the Term, then with respect **solely** to the Item(s) covered by LDW ("Covered Items"), you will have no liability to CRG for the cost to repair or replace such Covered Items if and to the extent they suffer physical damage during the Term; provided however, that **you will remain liable to CRG for: ALL damage to or loss of Covered Item(s) caused in whole or in part by: (i) your breach of this Contract; (ii) theft or any failure to return Covered Item(s); (iii) gross negligence, misuse and/or abuse of any Rented Item(s); (iv) vandalism and malicious mischief, (v) use of alcohol or drugs; and/or (vi) use of any Rented Item in violation of any law, warranty or policy of insurance. You may decline LDW if you provide the properly damage/inland marine insurance referenced in § 12. LDW IS NOT INSURANCE, NOR IS IT A WARRANTY.**

14. We may, without further notice or liability to you, inspect and/or monitor (in person or electronically, including via the use of GPS, Electronic Logging Devices and/or telematics) any Rented Item(s) at any time, and all information thereby obtained will be our property. You consent to such inspection(s) and monitoring and waive all claims with respect thereto. You hereby grant to The Curtis Rental Group, Inc. a perpetual, royalty free, worldwide right and license to create, edit, display and distribute one or more images of your event(s) that include one or more Rented Item(s). If any performance required of us is delayed or impaired as a result of any act or omission of/by you, any Other Provider(s) or any "Act of God," event of *force majeure*, or any other event, fact or circumstance beyond our reasonable control, we will be excused from such performance. You waive the benefits of all statutes of limitations regarding our rights and remedies. All amounts due hereunder but not timely paid will bear interest at the lesser of (a) 18% per annum; or (b) the highest rate permitted under applicable law until paid. You authorize us to submit all amounts due and coming due hereunder to any debit or credit card(s) you provide. You agree to pay us the maximum lawful charge for any check you write which is returned unpaid. Our maximum liability in connection with this Contract is limited to the Rent we actually receive from you hereunder. You agree to pay (and with respect to Illinois use tax, reimburse us for) all sales, use and other taxes, as well as all tolls, fines, fees, assessments and other charges related to the Rented Item(s) and/or this Contract. If any legal action is commenced in connection herewith, we will be entitled to recover from you our associated attorneys' fees, costs and expenses if we prevail. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies available under or in connection with this Contract will constitute an election of remedies or a waiver of any of our rights or remedies, all of which are cumulative.

15. Your duties hereunder are **unconditional**. If you or any guarantor shall: (a) fail to fully and timely honor, pay, perform or comply with this Contract, any other agreement(s) ("Other Contract(s)") between you and Lessor, and/or any of your obligations arising (t)hereunder or in connection (t)herewith; (b) provide any incorrect or misleading information to us; (c) become insolvent or bankrupt; or (d) die or cease conducting business; if Lessor shall reasonably deem itself insecure; or if any Rented Item(s) shall be lost or, unless covered by LDW per § 13, damaged, you will be in default under this Contract and such Other Contract(s), whereupon, we may with or without legal process or notice (and without liability to you), to the maximum extent permitted under applicable law: (i) cancel the Term and/or the subject Contract(s) (and/or your rights to use and possess the Rented Item(s)); (ii) seek relief from stay; (iii) recover, empty, lock, restrict, shut down, disassemble and/or disable such item(s) without being guilty of breach, trespass or wrongful interference, or liable for any injuries or property damage (for which you agree to indemnify, defend and hold harmless each Indemnitee); (iv) perform your obligations (t)hereunder on your behalf, without being obligated to do so; (v) purchase replacement Item(s); (vi) recover from you and/or any guarantor our associated direct and indirect damages, losses, costs and expenses (including without limitation, Rent for the entire scheduled Term, overtime, loss of use, interest, attorneys' fees, retrieval/repossession costs, and collection costs); and/or (vii) pursue any one or more other rights and/or remedies available (t)hereunder, at law and/or in equity, all of which are cumulative. This Contract, and any "Addenda" we provide (including our form of Tent Addendum), each of which is incorporated herein, constitute(s) the entire agreement between you and CRG, *superseding* all other agreements and representations. The terms of this Contract are severable. If any provision hereof shall be deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be deleted, and the remainder of this Contract will remain valid and enforceable. This Contract cannot otherwise be modified without our written consent. Time is of the essence. These Terms and Conditions apply to all Item(s) identified on P.1, and to **all other items** you obtain from us at any time (unless we otherwise agree in writing). This Contract shall bind and be enforceable by and against you, The Curtis Rental Group, Inc., the other Indemnitees and their respective insurers, subrogees, successors and permitted assigns (there being no other third-party beneficiaries hereto). At the option of CRG, dispute(s) with respect to this Contract and/or its subject matter shall be submitted to binding arbitration before a single arbitrator at the offices of the American Arbitration Association in a location within the State of Illinois selected by CRG. This Contract shall be interpreted and enforced under the laws of, and proper venue for all other civil legal actions commenced in connection herewith shall lie solely in the federal, state and local courts located nearest to DeKalb, IL (unless waived by CRG). You consent and submit thereto and waive all claims that such venue lies in an inconvenient forum. **YOU HEREBY WAIVE YOUR RIGHT TO TRIAL BY JURY.**

Digital, electronic, photocopied and facsimiled signatures and initials appearing on this Contract and/or any Addenda(um) will be deemed originals.

16. **THEFT WARNING:** Obtaining property of another by deception or false pretenses, and/or damaging or failing to return rented property, may be deemed theft, resulting in **CIVIL LIABILITY AND/OR CRIMINAL PROSECUTION**. See § 720 ILCS 5/16-1 and 3 and § 720 ILCS 5/17 for details.

**LESSEE ACKNOWLEDGES THAT A LARGE-PRINT VERSION OF THESE TERMS AND CONDITIONS HAS BEEN MADE AVAILABLE TO LESSEE**

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5300 Newport Drive  
 Rolling Meadows, IL 60008  
 www.proem.org  
 847-967-6800 Phone  
 847-967-6805 Fax

**Status: Quote**

Quote #: q152475-3

Event Beg: Thu 6/25/2026 11:00AM

Event End: Sun 6/28/2026 11:30PM

Operator: Ellie Toth

Customer #: 52506

Village of Homer Glen

14240 W 151st Street  
 Homer Glen, IL 60491

Event: Homer Fest

Ordered By: Dan Waddick

Sales Rep: Ellie Toth Ellie.Toth@proem.org

Delivery Mon 6/22/2026 8:00AM

Heritage Park  
 14240 W 151st Street  
 Homer Glen, IL 60491

Pickup Mon 6/29/2026 8:00AM

Heritage Park  
 14240 W 151st Street  
 Homer Glen, IL 60491

Qty	Items Rented	Each	Price
<b>Tenting</b>			
1	60'x 150' x 7' Anchor Century DBL Pole Tent	\$9,261.00	\$9,261.00
21	(ANC) Standard Sidewall Solid White 7' x 20'	\$48.60	\$1,020.60
1	40' x 60' x 7' Anchor Century Pole Tent	\$2,592.00	\$2,592.00
7	16' x 16' x 7' Anchor Fiesta Frame Tent	\$555.16	\$3,886.12
2	10' x 20' x 7' Anchor Fiesta Marquee	\$475.20	\$950.40
3	(ANC) Standard Sidewall Solid White 7' x 20'	\$48.60	\$145.80
2	10' x 10' x 7' Anchor Fiesta Frame Tent	\$238.00	\$476.00
8	(ANC) Standard Sidewall Solid White 7' x 10'	\$24.30	\$194.40
6	Frame Tent Counter 10'	\$135.00	\$810.00
6	Half walls for counters	\$15.21	\$91.26
15	Frame tent Counter 16'	\$175.00	\$2,625.00
15	Half walls for counters	\$15.21	\$228.15
16	500 lb Block & Roll Concrete Block (20" x 20" x 16")	\$95.00	\$1,520.00
16	500 lb Block & Roll Concrete Block Cover (20" x 20" x 16")	\$16.20	\$259.20
<b>Furniture</b>			
100	80"x30" banquet Tables includes labor to set up and take down	\$22.75	\$2,275.00
800	White Samsonite Folding Chairs includes labor to set up and take down	\$4.75	\$3,800.00
25	30"x42" pedestal tables	\$20.47	\$511.75
150	Bike Rack	\$25.50	\$3,825.00
1	Forklift - 5K Warehouse	\$1,800.00	\$1,800.00
<b>Additional Services</b>			
1	Delivery & Pick-up	\$2,500.00	\$2,500.00
1	Furniture Delivery	\$1,055.21	\$1,055.21

**We look forward to doing business with you!**

**Quote**

I certify that I have read and agree to all terms of this contract.

A signed copy of this quote and all applicable deposits are required to secure this contract and reserve equipment.

All pricing is contingent upon site inspection by Pro EM National Event Services.

It is the Lessees sole responsibility to monitor the weather conditions. As a general rule when winds reach or exceed 35 miles per hour the tent should be evacuated. The tent should never be used for any shelter during severe weather.

Lessee to provide adequate security for the protection of Lessor's equipment at all times from the commencement of installation to the completion of removal from event site.

Pro EM National Event Services is not responsible for damage to underground obstructions, such as sprinkler systems and septic fields, unless Lessee supplies an exact depth and location plan for all obstructions.

The event site must be cleared of obstacles that prevent the installation of tenting and equipment. Additional charges of \$35.00 per

**Signature:**

**Village of Homer Glen**

<b>Rental Total</b>	<b>\$39,826.89</b>
<b>Damage Waiver:</b>	<b>\$2,986.15</b>
<b>Subtotal:</b>	<b>\$42,813.04</b>
<b>Admin Fee:</b>	<b>\$1,712.52</b>
<b>Tax:</b>	<b>\$3,562.04</b>
<b>Total:</b>	<b>\$48,087.60</b>
<b>Paid:</b>	<b>\$0.00</b>
<b>Amount Due:</b>	<b>\$48,087.60</b>



## AGENDA SUPPLEMENT SHEET

**Agenda Item Number:** K3  
**Village Board Meeting Date:** March. 25, 2026  
**Committee Meeting Date:** March. 18, 2026 A&F

**Item Title:** Consider for Approval spending \$18,000 for the rental of sound and stage equipment with Vantage Production Group by Sound Works.

**Motion for Consideration:** Is there a Motion to approve spending \$18,000 for the rental of sound and stage equipment for HomerFest 2026 with Vantage Production Group by Sound Works.

**Committee Recommendation:** The Committee voted unanimously with a three (3) to zero (0) vote to approve spending \$18,000 for the rental of sound and stage equipment for HomerFest 2026 with Vantage Production Group by Sound Works.

**Staff Contact:** Events Director, Dan Waddick

**Background Information:**

The Village of Homer Glen has partnered with Vantage Production Group for several years to provide stage and sound services for HomerFest. Throughout this time, they have consistently demonstrated a high level of professionalism and technical expertise. Based on their reliable performance and quality of service, the HomerFest committee recommends continuing our partnership with Vantage Production again in 2026.

Quote for Vantage Production Group includes the additional satellite speakers used for fireworks out in the open field inside circle drive.

**Attachments:**

Vantage Production Group by Sound Works quote \$18,000  
Center Stage (just stage, sound would be 3<sup>rd</sup> party outsourced) \$8,750  
Horizon Sound in Palatine quote \$12,800 (smaller sound package)

**Budget Implications:** This expense can be covered in the budget of "Community Festival Expenses" 12-00-80-521

# Quote

Quote ID: 14469-1  
Name: Homer Fest  
Date(s): 6/24/2026 to 6/28/2026

Project Manager: Cory Wetzell  
Cory@VantagePG.com  
815-469-0000 Ext: 105

To Village of Homer Glen  
Mike Carlson  
1420 W 151st St  
Homer Glen, IL 60491

carlson7674@yahoo.com



Terms See Below

Submitted 11/17/2025

Valid Until 1/14/2026 5:00 PM

## Equipment List Name: Audio

Out Delivered by Vantage  
Back Picked up by  
Setup 6/25/2026 9:00 AM  
Show 6/25/2026 5:00 PM  
Strike 6/28/2026 10:00 PM

Ship to  
HomerFest  
14240 w 151st Street  
Homer Glen, IL 60491

### FOH Console

1 Digital Audio Mixer Package 40 Channel

### FOH Mains

10 Nexo GEO s1210

2 Nexo GEO s1230

4 Nexo RS18 (sub)

2 Nexo PS10 V1 FF

1 Nexo FOH Amp Rack

1 Cable Package

### Monitors

1 Dual 18" Sub

1 12" 2-Way Drum Fill Monitor

1 Monitor Amp Rack

4 EAW SM12 Floor Monitor

### Snake

1 200' 1ch Dual Shield EtherCon/PowerCon/DMX

1 Digital Audio Stage I/O Package

1 EtherCON Cable 200'

Initial: \_\_\_\_\_

# Quote

Quote ID: 14469-1  
Name: Homer Fest  
Date(s): 6/24/2026 to 6/28/2026

Project Manager: Cory Wetzell  
Cory@VantagePG.com  
815-469-0000 Ext: 105

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## **Microphones/DIs/Cables**

1 Utility Work Box, XLR, and Microphone Package

## **Stands**

1 Microphone Stand Package

## **Power**

1 Tie in tool kit

1 A/C, 5-Wire #2 Cam to Bare Wire

1 Audio Power Distro 100A 3-Phase w/ Pass Thru

1 A/C, 5-Wire 100' #2 feeder Cam to Cam

## **Rigging**

30 Guard Dog 5 Channel Cable Ramp

## **Misc**

1 Tent for FOH and Monitors 10x10

1 Tarp Package

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Initial: \_\_\_\_\_

# Quote

Quote ID: 14469-1  
Name: Homer Fest  
Date(s): 6/24/2026 to 6/28/2026

Project Manager: Cory Wetzell  
Cory@VantagePG.com  
815-469-0000 Ext: 105

## Equipment List Name: Lighting

Out Delivered by Vantage  
Back Picked up by  
Setup 6/25/2026 9:00 AM  
Show 6/25/2026 5:00 PM  
Strike 6/28/2026 10:00 PM

Ship to  
HomerFest  
14240 w 151st Street  
Homer Glen, IL 60491

### Lighting - Control

1 Lighting Control Package 24Ch

### Lighting - Fixtures Conventional

1 ToughPar Quadra LED 24K Cable PKG  
24 ToughPar Quadra LED

### Rigging

1 Nexo Geo S12 Flybar PKG  
2 1/2 Ton Motor Package  
1 1/2 Ton Motor Control PKG

Initial: \_\_\_\_\_

# Quote

Quote ID: 14469-1  
Name: Homer Fest  
Date(s): 6/24/2026 to 6/28/2026

Project Manager: Cory Wetzell  
Cory@VantagePG.com  
815-469-0000 Ext: 105

## Equipment List Name: Labor

Out Delivered by Vantage  
Back Picked up by  
Setup 6/25/2026 9:00 AM  
Show 6/25/2026 5:00 PM  
Strike 6/28/2026 10:00 PM

Ship to  
HomerFest  
14240 w 151st Street  
Homer Glen, IL 60491

### Labor

- 1 FOH Engineer
- 1 Audio Tech
- 1 Set Tech
- 1 Strike Tech

### Transport

- 1 Delivery

Initial: \_\_\_\_\_

# Quote

Quote ID: 14469-1  
Name: Homer Fest  
Date(s): 6/24/2026 to 6/28/2026

Project Manager: Cory Wetzell  
Cory@VantagePG.com  
815-469-0000 Ext: 105

## Equipment List Name: SL100 Stage

Out Delivered by Vantage  
Back Picked up by  
Setup 6/25/2026 9:00 AM  
Show 6/25/2026 5:00 PM  
Strike 6/28/2026 10:00 PM

Ship to  
HomerFest  
14240 w 151st Street  
Homer Glen, IL 60491

### Stage

1 Stage Line SL100 24X20 Mobile Stage w/ Hydraulic Roof

### Labor

1 Stage setup/removal labor

### Transport

1 Stage delivery

Initial: \_\_\_\_\_

# Quote

Quote ID: 14469-1  
Name: Homer Fest  
Date(s): 6/24/2026 to 6/28/2026

Project Manager: Cory Wetzell  
Cory@VantagePG.com  
815-469-0000 Ext: 105

## Equipment List Name: Beer Tent Delay

Out Delivered by Vantage  
Back Picked up by  
Setup 6/25/2026 9:00 AM  
Show 6/25/2026 5:00 PM  
Strike 6/28/2026 10:00 PM

Ship to  
HomerFest  
14240 w 151st Street  
Homer Glen, IL 60491

### FOH Mains

- 4 12" Passive Speaker
- 2 4ch 6,000W Amp
- 2 Adapter Y Splitter XLR(F) to 2 XLR(M) 1.5'
- 1 Adapter 1' 4 Way 1 XLR(F) to 4 XLR(M)

### Stands

- 4 Speaker Stand Tall

### Cable

- 1 Cable Package
- 2 Mic Cable, 100'
- 8 A/C, Edison 50' cable
- 5 NL4 Coupler

### Misc

- 8 Sand Bag Black

### Generator

- 1 Portable 3100 Watt Whisper Generator

Initial: \_\_\_\_\_

# Quote

Quote ID: 14469-1  
Name: Homer Fest  
Date(s): 6/24/2026 to 6/28/2026

Project Manager: Cory Wetzell  
Cory@VantagePG.com  
815-469-0000 Ext: 105

## Equipment List Name: Delay Tower

Out Delivered by Vantage  
Back Picked up by  
Setup 6/25/2026  
Show 6/25/2026  
Strike 6/28/2026

Ship to  
HomerFest  
14240 w 151st Street  
Homer Glen, IL 60491

### FOH Delays

- 12 JBL SRX906LA Powered Line Array Module
- 1 Cable Package

### Wireless - Point to Point

- 2 Single Channel Wireless PTP / Mic Receiver
- 1 PWS Helical Antenna
- 4 Wireless Mic Antenna Long Range
- 5 Antenna Cable 25'
- 1 Helical/Paddle Speaker Stand Mount
- 4 Paddle Antenna Clamp
- 1 Shure PSM900 P9T Wireless PTP / IEM transmitter
- 1 Speaker Stand Tall
- 2 Mic Cable 25'
- 1 Mic Cable, 10'
- 1 Sand Bag Black

### Cable

- 2 A/C, Edison 25' cable
- 2 A/C, Edison Triple Tap

### Rigging

- 1 Rigging Package
- 2 Kuzar K-31 Lift

### Generator

- 2 Portable 3100 Watt Whisper Generator

### Labor

- 2 Set/Strike Tech

### Transport

- 1 Delivery

Initial: \_\_\_\_\_

# Quote

Quote ID: 14469-1  
Name: Homer Fest  
Date(s): 6/24/2026 to 6/28/2026

Project Manager: Cory Wetzell  
Cory@VantagePG.com  
815-469-0000 Ext: 105

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## Event Totals

**Quote Total    \$18,000.00**

Please remit payment to:  
Vantage Production Group  
1385 101st Street, STE F  
Lemont, IL 60439

Please note our new remittance address

Vantage Production Group is a division of Sound Works Productions, Inc.  
ACH details available upon request. Contact Cory@VantagePG.com

Initial: \_\_\_\_\_

# Contract



Quote ID 14469-1  
Event Name Homer Fest  
Start Date Wed 6/24/2026  
End Date Sun 6/28/2026  
Project Manager Cory Wetzell  
Payment Terms See Below  
Quote Valid Until Wed 1/14/2026 5:00 PM

## AGREEMENT FOR SERVICES

This Agreement for Services ("Agreement") is made between Sound Works Productions, Inc. ("Contractor"), an Illinois corporation who may operate under the DBA(s) Vantage Production Group, Vantage Stage or Vantage AV, and Contractor ("Client"), collectively "Parties" and individually "Party." ("Project Manager"), as outlined above, is an authorized representative of Contractor and is the primary point of contact for Client. Contractor will perform additional services that Client requests from time to time, if, and only if, Contractor accepts the work request. Client agrees that all services performed by Contractor for Client, whether described verbally or in writing, are governed by this Agreement.

### **1. Duties of Client to Contractor:** In connection with this Agreement, Client shall:

- a. Provide Contractor with adequate and timely access to the place of performance to allow Contractor's personnel, staff, and authorized representatives sufficient time and ability to perform its obligations under this Agreement;
- b. Provide security for the safety of Contractor's equipment and personnel;
- c. Provide adequate power for Contractor's equipment;
- d. Pay for any additional costs incurred by Contractor necessary to fulfill Contractor's duties and obligations under this Agreement;
- e. Provide for any and all necessary additional services and/or conditions not specifically required of Contractor as outlined under this Agreement as necessary to allow Contractor to perform its obligations pursuant to this Agreement; and
- f. Any and all other duties as outlined herein or in Addendum.

**2. Labor:** The hourly rates are predicated on a ten (10) hour workday, inclusive of a 60-minute lunch break when meals are not provided, or a 30-minute lunch break when meals are provided, along with two 15-minute breaks. In the absence of provided meals or meal breaks, the cost of meals may be retroactively invoiced to Client. Events extending the designated ten (10) hours are subject to a 1.5x multiplier on the hourly rates stipulated in this agreement. Normal labor hours, excluding holidays, are defined as 6:00 am CT to 11:59 pm CT. Any labor performed before and after these standard hours will be billed at a rate of 1.5 times the hourly rate outlined in this contract. Additionally, all services rendered on holidays will be invoiced at a rate of 2x the hourly rate. If union labor is required, Client is responsible for booking, abiding by rules, overage charges, and financial responsibility of all union labor. Contractor can guide the client to the best of their ability per local rules, but will not be responsible for any of the above. All Contractor provided labor will abide by local union labor rules while on the event site.

**3. Deposit Requirements and Payment Schedule:** Client shall pay to Contractor a deposit in the amount of 50% of the Contract Price if the total services as outlined above exceeds \$1,000.00 U.S. Dollars or should Contractor, in its sole discretion deem it necessary. Said deposit shall be paid by Client to Contractor at the time the event is booked. This initial deposit is nonrefundable in consideration of Contractor's efforts, time and prospective lost profits for scheduling an event and refusing to take other events. The full balance of the Contract Price outlined in this Agreement shall be due upon the completion of the event or service as supplied by Contractor. If at any time Client fails to abide by these Payment Terms, the services of Contractor will not be considered "booked" until such time as the required deposit is received. In the event the deposit is declined by the appropriate banking institution, either a declined credit card or returned check, the amount of the contracted total will be required to retain the services of Contractor. Should the required deposit(s) not be received by Contractor in the required time frame and Contractor is approached by another client who wishes to contract their services on the same dates, you will be given the opportunity to retain the services of Contractor within reason.

**4. Method of Payment:** Payments may be made in the form of Cash, Company Check, Cashiers Check / Money Order, Zelle, ACH, Wire Transfer, or Credit Card. Contractor does not accept personal checks. A \$100.00 U.S. Dollar non sufficient fund fee will be assessed for each dishonored check or other financial payment. If using a credit card for payment a 3% processing fee will be added onto the grand total of the invoice.

**5. Cancellation Policy:** Should it become necessary to cancel the full production agreement between the renter/contract holder and Contractor, written notification must be received by Contractor at least (5) business days prior to the date of the event. Notification shall be sent to Project Manager outlined in this agreement. Should this Agreement be canceled or terminated at any point after the mutual execution of this Agreement and terminated with at least five (5) business days' notice prior to the date of the event, then Client shall bear a 50% Cancellation Fee. However, if the cancellation notice is not received by Contractor prior to five (5) business days of the date of the event, Client shall be assessed the full fee. These cancellation fees will be due upon receipt of the written cancellation notice and will be subject to the terms as explained in the Open Accounts portion of this policy statement.

**6. Open Accounts:** Payment terms are Net fifteen (15) days (i.e., Client shall have thirty (30) days to pay the invoiced amount from the date of the

Initial: \_\_\_\_\_

# Contract



Quote ID 14469-1  
Event Name Homer Fest  
Start Date Wed 6/24/2026  
End Date Sun 6/28/2026  
Project Manager Cory Wetzell  
Payment Terms See Below  
Quote Valid Until Wed 1/14/2026 5:00 PM

invoice). All amounts past due under this Agreement will incur a finance charge of 1.5% per month of the total unpaid balance. A past due amount is anything not paid within the thirty (30) days of the date of the invoice from Contractor. Finance charges will continue to accrue at the same rate on any unpaid balance until the entire bill is paid in full, unless a subsequent agreement with respect to such charges is made and reduced to writing. Should it become necessary to seek collection of any past due amount, Client agrees to pay Company's reasonable costs of collection, including but not limited to attorneys' fees. Any judgment obtained shall bear an annual interest rate of 18% retroactive. All open accounts in excess of 90 days will be subject to additional collection activity. All charges accrued for this action will be the responsibility of the renter/contract holder. The interest rate for this activity will be 35% of the unpaid balance. In addition, any legal fees or other fees associated with the collection fee will also become the responsibility of the renter/contract holder.

**7. Unsafe Conditions – Contractor's Exclusive Right To Delay or Terminate Without Penalty:** In the event that Contractor, or its designated representative(s), determine in good faith and in its sole discretion, that the conditions (whether due to access, exposure, weather, or otherwise) are unsafe to Contractor personnel and/or equipment, to the performer(s) or to any other person(s) or property, then Contractor or its designated representative(s) shall have the right to delay or refuse render any further Services under this Agreement. The parties explicitly agree that the safety of others is of the utmost importance and as such, Contractor shall be able to refuse or delay services without liability or breach of this Agreement.

**8. Security:** If this Agreement is for a multi-day event, Client shall be responsible for providing overnight security during the times that Contractor, its employees, and its representatives are not on site. In the event that there is damage or theft to equipment during the time that Contractor, its employees, and its representatives are not on site, Client shall be liable to Contractor for 100% of the repair or replacement cost of the damaged or stolen equipment, whichever is lesser so long as the equipment is in as good working order as originally stored.

**9. Power:** Unless Contractor is providing a generator in this Agreement, Client will be responsible for providing power. Power needs can vary, but normally Contractor will need a 100 amp 3 Phase power tie in. It is the obligation of Client to contact Project Manager to discuss power needs for the event.

**11. Insurance:** Client is solely responsible for any loss, damage, injury, and/or expense caused by or arising out of the use of said equipment, or by the negligence or intentional act of any person other than Contractor, Contractor's agents, or Contractor's employees. Client shall maintain during this life of this Agreement sufficient Casualty and General Liability Insurance coverage for any loss, damage, injury or expense caused to Contractor's equipment or personnel for which Client is responsible under the terms of this Agreement.

**12. Inclement Weather:** In case of inclement weather for an event, Client will be responsible for the fees involved with moving the event indoors. Contractor will require twenty-four (24) hours' notice from time of load in. If notice is given later than twenty-four (24) hours before the event date, there will be an additional charge added to the final invoice. In the event of a weather-related cancellation or reschedule Cancellation Policy shall apply.

**13. Pandemic Clause:** Cancellations due to Covid 19 or pandemic related causes within one (1) month of the Event Date result in a forfeiture of the deposit. However, if cancellation of the event is due to an executive order issued by a governmental body mandating an event be shut down due to pandemic related causes, then there will be no cancellation fee assessed to Client so long as the event date outlined in this Agreement is reschedule to a later date or to the event the following year, whichever date is sooner. If this Agreement is not renewed for the reschedule date or the following year then Client forfeits the deposit paid to Contractor.

**14. Force Majeure:** Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from unforeseeable causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. Nothing in this provision is written to excuse a Client's financial obligations as required under this Agreement or limit Contractor's ability to retain any deposit or other money damages as a result of the unforeseeable causes.

**15. Authority to Execute and Perform:** Each Party represents and warrants that (a) all actions necessary to make the provisions of this Agreement binding on such Party have been properly taken with respect to such Party, (b) the person(s) signing this Agreement for or on behalf of such Party is duly authorized to so execute this Agreement on behalf of such Party, and (c) this Agreement, when executed and delivered by such Party, will be the legal and binding obligation of such Party.

Initial: \_\_\_\_\_

# Contract



Quote ID 14469-1  
Event Name Homer Fest  
Start Date Wed 6/24/2026  
End Date Sun 6/28/2026  
Project Manager Cory Wetzell  
Payment Terms See Below  
Quote Valid Until Wed 1/14/2026 5:00 PM

- 16. Agreement Understood:** Each of the Parties acknowledges, represents, and warrants that, in executing this Agreement:
- they have read this Agreement;
  - they have had a reasonable opportunity to consider this Agreement;
  - they have relied solely on their own judgment, belief and knowledge, and such advice as they may have received from their counsel;
  - no statements or representations (express or implied) other than those set forth and acknowledged in this Agreement were made by any other Party or its agents, employees, officers, directors, managers, members, or legal representatives that influenced or induced the election to execute this Agreement;
  - they did not rely on the expectation that any other Party had a duty to speak on any subject, and thereby relied on any omission made by any other Party to enter into this Agreement; and
  - they understand the terms and conditions of the Agreement and freely, voluntarily, and knowingly enter into this Agreement.
- 17. Warranty of Non-Assignment:** Each Party represents and warrants that he or she has not assigned or transferred, or purported to assign or transfer, to any third-party any claims, debts, liabilities, demands, rights, obligations, damages, losses, causes of action, costs, expenses, and attorneys' fees that are the subject of this Agreement.
- 18. Attorneys' Fees and Costs:** Each of the Parties shall be responsible for his, her, or their attorneys' fees and costs with respect to the possession action that is the subject of this Agreement. If, however, any legal action is brought for the enforcement of this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party or Parties, all costs and reasonable attorneys' fees and such other relief as he, she, or they may be entitled.
- 19. Interpretation, Construction:** Should any provision of this Agreement require interpretation or construction, the Parties agree that this Agreement will be interpreted or construed without any presumption that the provisions of this Agreement are to be strictly construed against the Party which, itself or through its agents, prepared such Agreement; it being agreed that the Parties and their respective counsel and other agents have fully and equally participated in the preparation, negotiation, review and approval of all provisions of this Agreement.
- 20. Choice of Law:** This Agreement shall be construed pursuant to Illinois law without reference to its conflict of laws principles, and any lawsuit required to enforce its provisions shall be brought in the applicable court for Illinois.
- 21. Entire Agreement:** This Agreement constitutes the entire agreement among the parties hereto and replaces and supersedes any prior agreements or understandings, whether oral or written, concerning the terms of this Agreement.
- 22. Headings and Formatting:** The descriptive headings and paragraph numbers, and capitalized words used as defined terms, in this Agreement are for convenience or reference only and shall not by themselves control or affect the meaning or construction of any provision of this Agreement. As used in this Agreement, the singular shall include the plural, and the masculine shall include the feminine and neutral gender. Unless specified to the contrary, references to paragraphs or sections are to the paragraphs and sections of this Agreement.
- 23. Severability:** All terms and conditions set forth herein shall be deemed severable. In the event a court of competent jurisdiction deems any term or condition hereof unenforceable, all remaining terms and conditions of this Agreement shall remain in full force and effect.
- 24. Counterparts and Signatures:** This Agreement may be executed in one or more counterparts, each of which shall constitute a separate original agreement and all of which, taken together, shall constitute one agreement, binding all signatories hereto, notwithstanding the fact that not all signatories have signed the same counterpart. The exchange of copies of this Agreement and of signature pages by PDF or facsimile transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures transmitted by PDF or facsimile shall be deemed to be their original signatures for all purposes.

The undersigned hereby execute this Agreement, signifying their acceptance of the terms stated in this Agreement.

## **STAGING ADDENDUM**

This Staging Addendum ("Addendum") is hereby included as part of the Agreement for Services ("Agreement") and incorporated within the Agreement. The Agreement remains in full force and effect and to the extent any terms or conditions in this Addendum contradict terms or conditions in the Agreement, the Agreement shall control. This Addendum outlines additional terms and conditions of the Agreement as follows:

Initial: \_\_\_\_\_

1385 101st Street, STE F, Lemont, IL 60439 (p) 815-469-0000 (f) 815-600-8656 VantagePG.com

# Contract



Quote ID 14469-1  
Event Name Homer Fest  
Start Date Wed 6/24/2026  
End Date Sun 6/28/2026  
Project Manager Cory Wetzell  
Payment Terms See Below  
Quote Valid Until Wed 1/14/2026 5:00 PM

1. Client shall secure any and all permits and/or fees for the placement and use of products in the attached contract. A copy of said permit is to be made available to Contractor no later than ten (10) business days before the Event Load Date. If at any time a permit is not obtained by Client, then Client understands that Contractor will not proceed with the building of any stage and Contractor will still be owed the full amount due under the Agreement.
2. The placement of all stages will be on solid and level ground.
3. It is Client's sole responsibility to install a solid surface such as plywood to ensure a safe delivery and pickup of Contractor equipment. This includes any pathway from roadways to the location where the stage is to be placed. Any questionable soft surface should be marked and protected by Client prior to delivery to help stay within the time limits of this contract. Any damages caused by Contractor to any surface as a result of delivery or pickup including, but not to be limited to, baseball or soccer fields, parks and sprinkler systems is the responsibility of Client. Client shall indemnify, defend, and hold harmless for any damage caused by Contractor, unless such damage is due to the intentional act or negligence of Contractor, as outlined in the Agreement. If a suitable pathway to install or remove Contractor equipment is not provided, then Client agrees to pay for any and all expenses incurred to install or remove equipment. This includes, but is not limited to, cost for towing services.
4. Client understands that there is a fee of up to \$850 to move the stage position once the stage position has been confirmed with the Client and the tow vehicle has been unhitched from the stage. The fee will be based on the amount of extra time that is needed to reposition the stage. The Contractor will confirm stage placement with the Client before unhitching the tow vehicle.
5. Client understands and agrees to pay for any damages to Contractor equipment other than that of normal wear and tear or caused by Contractor.
6. Client understands they have the option to have onsite labor at a cost of \$550.00 U.S. Dollars per day for the first ten (10) hours of each day and \$75.00 U.S. Dollars per hour thereafter during show days. This fee is to supply Client with one person to manage the functions of the stage such as roof movement, and safety monitoring. This is an additional cost to Client and will be invoiced in addition to the Contract Price outlined in the Agreement. By declining onsite labor the responsibilities and liability of the stage becomes that of Client.
7. Client understands and agrees not to cover, hide or remove Contractor logo or phone number on any rented stage.
8. If Contractor is not providing Audio, Lighting, or Video support for Client's event then a rigging plot from the supplying company must be provided to Contractor within ten (10) business days of the Event Load Date.
9. If Contractor is not providing Audio, Lighting, or Video support for Client's event then Client will hold Contractor harmless and indemnify and defend Contractor from any claims of damages or injuries brought on by negligence of the providing Audio, Lighting, and Video company or companies.
10. If Contractor is not providing Audio, Lighting, and / or Video support for the Client's event then the contractor must be supplied with a Certificate of Insurance from the vendor that is providing any or all of these services on the contractors stage. This certificate must name Vantage Production Group as additionally insured. If a COI is not presented to the contractor 5 business days from the setup date then the contractor has the right to terminate this agreement and the client will not be refunded any money that has been paid to the contractor.
11. PYROTECHNICS will not be fired on or near the stage without written consent from Contractor. If Pyrotechnics are used without the written consent of Contractor then all parties involved will indemnify Contractor from any and all possible damages, injury, or loss of life.
12. Contractor shall be allowed additional compensation in the event Client fails in its obligations set forth at length under the amendments section of this Agreement and Addendum. As it pertains to costs incurred by Contractor to complete their obligations under this contract. If changes are required on site Contractor will provide compensation amount prior to continuing work for Clients approval.
13. Any banners, backdrops, advertisements, decorations, etc. of any kind that are provided by Client whether attached to the stage by Client or Contractor shall be the sole responsibility and liability of Client as it pertains to loss, damage, injury, or death of any kind. All supplies to hang, adhere, or attach to banners, backdrops, advertisements or decorations etc. shall be provided by Client. Client must also provide weights (cinder blocks or sand bags) to attached to the bottom of flanking banners. Any help given for such services provided by Contractor is a courtesy and not part or required by this contract. If weather events detach any banners from a stage, Contractor will not provide labor to reattach the banners without an extra cost to Client. In some instances, banners may not be able to be reattached due to production equipment hanging from the roof of the stage. If contractor is given incorrect banners that have already been hung there will be a \$500 charge to rehang the banners. In

Initial: \_\_\_\_\_

1385 101st Street, STE F, Lemont, IL 60439 (p) 815-469-0000 (f) 815-600-8656 VantagePG.com

# Contract



Quote ID 14469-1  
Event Name Homer Fest  
Start Date Wed 6/24/2026  
End Date Sun 6/28/2026  
Project Manager Cory Wetzell  
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Quote Valid Until Wed 1/14/2026 5:00 PM

some cases rehanging banners will not be possible due to production already hanging from the roof or the days schedule not allowing for it. Contractor will not be held liable to any damage to banners.

14. It is understood by all parties involved that Contractor onsite call time is based on a two (2) hour set up and a two (2) hour take down time limit. If Contractor exceeds time limits due to changes implemented on the site and or are delayed by Client's or other reasons beyond our control Client agrees to pay the additional labor costs for the extra time on site.

15. The Client acknowledges and agrees that Vantage Production Group is not responsible for monitoring, managing, or securing access to the stage. It is the sole responsibility of the Client to control and oversee individuals who utilize the stage. Vantage Production Group is not a security provider and assumes no liability for unauthorized, unintended, or nefarious use of the stage by any persons. The Client agrees to take all necessary precautions to ensure proper supervision and security measures as needed.

Furthermore, Vantage Production Group shall not be held liable for any injuries sustained on or around the stage if such injuries arise from circumstances beyond our control, including but not limited to the actions of third parties, misuse of the stage, or failure of the Client to implement appropriate safety measures.

## Event Totals

**Quote Total \$18,000.00**

Please note our new remittance address

If receipt of a signed copy of this quote is not verified by 1/14/2026 5:00 PM price and availability is no longer valid. For an updated quote after this date please contact your Project Manager for new price and availability.

Signing this document entitles Vantage Production Group to provide services and receive compensation as listed above. Please initial all pages of this document.

Authorized Purchaser Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name \_\_\_\_\_

P.O. Number (if applicable)

\_\_\_\_\_

Initial: \_\_\_\_\_



**Basic Package vs. Premium Package**

	Basic	Premium
SL100 (24X20 STAGE)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
FULL BANNER PACKAGE (OVER THE STAGE AND SIDE FLANKING BANNERS)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
BLACK BLOW THROUGH BACK DROP	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
BLACK SOLID VINYL STAGE SKIRT	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
(1) STAIR UNIT	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
(1) ROLLING DRUM <b>OR</b> (2) 4X8 SOUND WINGS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
(2) STAIR UNITS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8X8 MONITOR MIX SITE	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8X8 MONITOR MIX SITE TENT WITH SIDEWALLS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16X8 FRONT OF HOUSE MIX SITE	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16X8 FRONT OF HOUSE MIX SITE TENT WITH SIDEALLS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8X8 ROLLING DRUM RISER	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) 4X8 SOUND WINGS	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Event Pricing**

	1 Day Event	2 Day Event	3 Day Event	4 Day Event
Basic Package	\$3,000.00	\$4,500.00	\$6,000.00	\$7,500.00
Premium Package	\$3,500.00	\$5,250.00	\$7,000.00	\$8,750.00

Basic Package	PRICE SUBJECT TO CHANGE IF ITEMS FROM PREMIUM PACKAGE ARE <b>ADDED ON</b>
Premium Package	PRICE SUBJECT TO CHANGE IF ITEMS FROM PREMIUM PACKAGE ARE <b>TAKEN AWAY</b>

A signed contract along with a 50% non-refundable deposit is required in order to confirm the stage for your event.

The remaining balance will be due the day the stage loads in.

**Annual Event Multi-Year Contract Pricing (3 year)**

	1 Day Event	2 Day Event	3 Day Event	4 Day Event
<b>Year 1</b>				
Basic Package	\$2,000.00	\$3,000.00	\$4,000.00	\$5,000.00
Premium Package	\$2,500.00	\$3,750.00	\$5,000.00	\$6,250.00
<b>Year 2</b>				
Basic Package	\$2,500.00	\$3,750.00	\$5,000.00	\$6,250.00
Premium Package	\$3,000.00	\$4,500.00	\$6,000.00	\$7,500.00
<b>Year 3</b>				
Basic Package	\$3,000.00	\$4,500.00	\$6,000.00	\$7,500.00
Premium Package	\$3,500.00	\$5,250.00	\$7,000.00	\$8,750.00

**{EXT}Bid for HomerFest 2026 Sound & Lighting**

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**From** William Becker <horizonsound@att.net>

**Date** Mon 11/10/2025 2:58 PM

**To** Events <events@homerglenil.org>

**Cc** William Becker <horizonsound@att.net>

 2 attachments (844 KB)

LindenFest 2024 #4.JPG; Winfield 2025 Stage Lighting.jpg;

Hi,

I would like to submit this bid for Homer Fest 2026 for the sound system and stage lighting.

**Electro Voice Sound System:**

X-Array 24 box speaker system with 32 channel mixing console

Two center fill speakers with 18" subs

8 floor monitors plus a 3-way drum monitor, on six separate mixes

This system meets the audio requirements of all the best Chicagoland bands.

**Stage Lighting:**

32 extremely bright waterproof LED fixtures with controller

*7th heaven* & *Sixteen Candles* like these lights.

Two tents, 80 feet of cable cover ramps & all labor; set up day prior to event start included

Total cost: \$5,800.00

The Stageline SL250 trailer stage (32x24 deck) is available for \$7,000.00

Thank you,

Bill Becker / Horizon Sound in Palatine

cell 847 259-3084



## AGENDA SUPPLEMENT SHEET

<b><u>Agenda Item Number:</u></b>	<b>K.4</b>
<b>Village Board Meeting Date:</b>	<b>March 25, 2026</b>
<b>Committee Meeting Date:</b>	<b>March 18, 2026 A&amp;F</b>

**Item Title:** Consider for Approval an Ordinance Amending Chapter 1-26 of the Code of the Village of Homer Glen, to establish a Fifty Dollar administrative fee for municipal code violations.

**Motion for Consideration:** Is there a motion to Approve an Ordinance Amending Chapter 1-26 of the Code of the Village of Homer Glen, to establish a Fifty Dollar administrative fee for municipal code violations?

**Committee Recommendation:** The Committee voted unanimously with a three (3) to zero (0) vote to approve the above ordinance.

**Staff Contact:** Building Department Manager Casey Strugielski

**Background Information:** The Village of Homer Glen conducts monthly administrative adjudication hearings to resolve ordinance violations efficiently and locally. These hearings require significant staff time, hearing officer services, and administrative support. Currently, costs for adjudication are absorbed entirely by the Village, regardless of outcome. Some municipalities impose an administrative adjudication or hearing fee when a respondent is found liable or pleads guilty. This practice allows the municipality to recoup a portion of its costs for the hearing itself.

A standard adjudication hearing for ordinance violations requires the following costs and staffing:

- Room setup by Village Facilities Department
- Independent hearing officer retained by the Village
- Staff to serve as hearing clerk for payment services
- Staff to represent the Village in hearings
- Staff to provide witness testimony in hearings
- Sheriff deputies for public safety

Will County, Mokena, Joliet, and Orland Park all assess administrative court costs to offset the expense of the administrative adjudication. Excerpts of these code sections are included in the attachments. Adopting a similar practice where parties pleading or found liable of violations can be assessed a \$50 fee for court costs would have the same effect on overall costs.

**Budget Implications:** There would be a potential revenue increase. This however varies depending on the amount of violation tickets each month and/or the outcome of the hearings.

**Attachments:** Comparison of peer communities fees and a projection on the proposed changes.

**Will County Ordinance § 43.15:** For each violation in which a respondent pleads guilty at administrative hearing or that the Hearing Officer makes a determination of guilt, the Hearing Officer shall assess a \$50 administrative adjudication fee against the respondent for each violation in addition to the penalties, fines and other costs imposed.

**City of Joliet Ordinance § 17853: Section 3-14 (b):** If the hearing officer determines that the respondent is liable for the violation, the hearing officer may impose penalties and fines that are consistent with applicable provisions of the Joliet Code of Ordinances. The hearing officer may also assess costs reasonably related to conducting the administrative adjudication proceeding. ***Hearing costs are currently \$25.00 for parking violations and \$50.00 for all other violations.***

**Village of Mokena Code of Ordinances § 1-13-10:** In the event the Hearing Officer makes a finding of liability on a Village Code or Ordinance violation, the Respondent shall pay an administrative adjudication assessment in the amount of seventy-five dollars (\$75.00) which assessment is intended to defray the Village's administrative costs and expenses. The administrative adjudication assessment is in addition to the issuance of any applicable fines.

**Village of Orland Park Code of Ordinances § 1-14-2 A(8):** Powers of the Hearing Officer - The Hearing Officer shall have all of the powers granted to hearing officers under State law, set forth at 65 ILCS 5/1-2.1-4, the provisions of which are incorporated herein by this reference, including the power to:

[8] Impose penalties consistent with applicable Village Code provisions and assess administrative costs in the amount of \$50 upon finding a party liable for the charged violation. Notwithstanding those violations for which the Illinois Municipal Code limits the fine or penalty to \$750 the Hearing Officer shall have the authority to impose fines and penalties up to \$50,000.

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**THE VILLAGE OF HOMER GLEN  
WILL COUNTY, ILLINOIS**

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**ORDINANCE  
NUMBER 26-\_\_\_\_\_**

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**AN ORDINANCE AMENDING CHAPTER 1-26 OF THE CODE  
OF THE VILLAGE OF HOMER GLEN, WILL COUNTY,  
ILLINOIS, TO ESTABLISH A FIFTY DOLLAR  
ADMINISTRATIVE FEE FOR MUNICIPAL CODE  
VIOLATIONS**

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**CHRISTINA NEITZKE-TROIKE, Village President  
CANDICE BIELSKI, Village Clerk**

**Village Trustees  
BART HOLZHAUSER  
MIKE LEPORE  
CURT MASON  
NICHOLAS MULLER  
ROSE REYNDERS  
ROBERT SCHALLER**

**AN ORDINANCE AMENDING CHAPTER 1-26 OF THE CODE OF THE VILLAGE OF HOMER GLEN, WILL COUNTY, ILLINOIS, TO ESTABLISH A FIFTY DOLLAR ADMINISTRATIVE FEE FOR MUNICIPAL CODE VIOLATIONS**

**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**, Chapter 1, Article III (Penalties and Enforcement) of the Code of the Village of Homer Glen (“Code”), does not presently provide for the imposition of reasonable administrative fees associated with Code violations; and, **WHEREAS**, other units of government within Will and Cook Counties, impose reasonable administrative fees associated with municipal code violations, in an effort to defray the costs associated with operating an administrative hearing department; and,

**WHEREAS**, the Village President and Board of Trustees have determined that amending Chapter 1-26 of the Village Code, to allow for the imposition of a \$ 50 administrative fee, associated with Village Code violations, is in the best interests of the public health, safety and welfare of the Village; and,

**WHEREAS**, the Village of Homer Glen desires to amend Chapter 1-26 of the Village Code, to include the following language: *For each violation in which a respondent pleads liable at administrative hearing or that the Hearing Officer makes a determination of liability, the Hearing Officer can assess a \$50 administrative adjudication fee against the respondent in addition to any fines or other penalties imposed.*”

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

**Section 1. Incorporation of Recitals.** That the recitals and findings set forth above are incorporated by reference as if fully set forth herein.

**Section 2. Amendment to the Village Code.** , Chapter 1-26 of the Code of the Village of Homer Glen is hereby amended as set forth below, where additions to the text are indicated in blue font;

**§ 1-26. Penalty for Code violations.**

Whenever, in this Code or in any other ordinance, any act is prohibited or is made or declared to be unlawful or an offense, or the doing of any act is required, or the failure to do any act is declared to be unlawful, where no specific penalty is provided therefor, the violation of any such provisions of this Code or of any other ordinance shall be punished by a fine of not less than \$50 nor more than \$1,000. Every day that a violation exists constitutes a separate offense. **For each violation in which a respondent pleads liable at administrative hearing or that the Hearing Officer makes a determination of liability, the Hearing Officer can assess a \$50 administrative adjudication fee against the respondent in addition to any fines or other penalties imposed.**

**Section 2. 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 3. Repealer.** All Ordinances or portions of Ordinances previously passed or adopted by the Village of Homer Glen that conflict with the provisions of this Ordinance, are hereby repealed to the extent of such conflict.

**Section 4. Effective Date.** This Ordinance shall be in full force and effect from and after its passage and approval.

Adopted this 25th day of March, 2026 pursuant to a roll call vote as follows:

	<u>YES</u>	NO	ABSENT	PRESENT
Holzhauser				
Lepore				
Mason				
Muller				
Reynders				
Schaller				
Neitzke-Troiike(Village President)				
TOTAL				

**APPROVED** by the Village President on March 25, 2026.

\_\_\_\_\_  
Christina Neitzke-Troiike  
Village President

ATTEST:

\_\_\_\_\_  
Candice Bielski  
Village Clerk



## AGENDA SUPPLEMENT SHEET

**Agenda Item Number:** K.5  
**Village Board Meeting Date:** March 25, 2026  
**Committee Meeting Date:** March 18, 2026 A&F

**Item Title:** Consider for Approval of a one-year Lease Agreement with Peterson Properties for the Village's EMA and Park Storage at 15757 Annico Dr. Units #3 and #4, in Homer Glen IL, with the understanding that the Village will pay \$3,070.00/month from June 1, 2026, through May 31, 2027.

**Motion for Consideration:** Is there a Motion Approving a one-year lease agreement with Peterson Properties for the Village's EMA and Park Storage at 15757 Annico Drive – Units #3 and #4 in Homer Glen, IL? It is understood the Village will pay \$3,070.00 a month from June 1, 2026, through May 31, 2027?

**Committee Recommendation:** The Committee voted unanimously with a three (3) to zero (0) vote to approve the lease agreement with Peterson Properties.

**Staff Contact:** Village Manager Joseph Baber

**Background Information:** The attached lease renewal agreements are for 15757 Annico Drive – Unit #3 and #4. The Village has leased this 4,000 square foot space since June 1, 2007. The space houses the Village's EMA operation plus some of the Village's parks storage. The lease agreement lists an increase in rent for the units from \$2,950.00 to \$3,070.00 from the previous year. There is an option to terminate the lease early if written notice is provided at least ninety (90) days in advance.

**Budget Implications:** The monthly rent for these spaces will be budgeted for in FY 2026-2027. The rent will be paid for out of line item – EMA Garage Rent (#10-88-60-240) and Parks Storage (#50-12-75-581).

This **COMMERCIAL LEASE AGREEMENT** (“Lease”) is made and entered into as of the 10th day of March, 2026 (“Effective Date”) by and between **Peterson Properties Group, LLC**, an Illinois limited liability company (“Landlord”) and **Village of Homer Glen** (hereafter referred to as “Tenant”), and Tenant and Landlord shall from time to time collectively be referred to herein as the “Parties” and each individually as a “Party”.

In consideration of the lease payments provided in this Agreement, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, Leased Premises commonly known as 15757 Annico Drive, Unit #3, Homer Glen, Illinois (the “Leased Premises”) which is a part of that larger building known as 15757 Annico Drive, Homer Glen, Illinois (the “Building”) in accordance with the following terms and conditions.

## LEASE SUMMARY

**Commencement Date:** June 1, 2026

**Expiration Date:** May 31, 2027

**Initial Rent:** \$3,070

Subject to Rent Schedule

**Initial Security Deposit:** \$6,140 (Waived)

Subject to Security Deposit Schedule

**Total Square Feet of Building:** 18,000

**Total Square Feet of Leased Premises:** 4,000

**Proportional Share:** 22%

**Intended Use:** Storage of Emergency Management vehicles and equipment; storage of Village records.

In an emergency, call all numbers listed below in order.  
Do not leave a message as this will delay a response.

**Landlord:** Peterson Properties Group, LLC

**Main Office:** 15745 Annico Drive, Unit #1

Homer Glen, Illinois 60491

T: 708-428-4200

E: manager@thepetersonproperties.com

### Landlord Emergency Contact List

- |                  |                 |
|------------------|-----------------|
| 1. Ralph McCurdy | C: 312-656-5009 |
| 2. Susan McCurdy | C: 708-774-2300 |
| 3. Derek McCurdy | C: 708-552-3179 |

**Tenant:** Village of Homer Glen

**Contact:** Village Manager

14240 West 151<sup>st</sup> Street

Homer Glen, Illinois 60491

T: 708-301-0632

E: jbabber@homerglenil.org

### Tenant Emergency Contact List

- |                     |                 |
|---------------------|-----------------|
| 1. Ron Kus          | C: 779-324-1007 |
| 2. Joseph Baber     | C: 708-516-1554 |
| 3. Jennifer Vittori | C: 630-696-2536 |

**Real Estate Taxes:** Tenant is responsible for Tenant’s Proportionate Share of any Real Estate Taxes assessed against the Building and/or the Leased Premises which exceed \$1.00 per square foot, per year.

**Water Rent:** Tenant is responsible for Tenant’s Proportionate Share of the monthly water bill received by Landlord from Illinois American Water.

# LEASE TERMS

- 1. Leased Premises.** Tenant shall be entitled to possession of the Leased Premises on the Commencement Date and shall yield possession to Landlord on the Expiration Date unless otherwise agreed by both Parties in writing. Tenant acknowledges and agrees that it shall take possession of the Leased Premises in an “as is” condition. Tenant has examined the Leased Premises and acknowledges that Tenant has received such in good order, condition, and repair. Tenant acknowledges that it has not relied on any written or oral representations or statements by Landlord in deciding to enter in this Lease except for written representations and warranties contained herein. No agreement has been made by Landlord to alter, remodel, decorate, clean, or improve Leased Premises or the Building, and no representation regarding the condition of the Leased Premises or the Building, have been made by or on behalf of Landlord or relied upon by Tenant. Tenant acknowledges and agrees that Landlord shall have the right to place security cameras in and around the Building and the perimeter of the Leased Premises, and to use and monitor such for security purposes.
- 2. Term Renewal.** Landlord shall send Tenant a notice of renewal (“Renewal Notice”) no later than 60 days prior to the Expiration Date containing the terms pursuant to which Landlord would be willing to renew this Lease, including any modification to the Rent due. If Tenant chooses to renew this Lease, Tenant shall return a signed copy of the Renewal Notice to Landlord no later than 30 days prior to the Expiration Date accepting the terms within. If Tenant fails to submit an executed Renewal Notice to Landlord prior to the Expiration Date, this Lease shall terminate on the Expiration Date.
- 3. Early Termination.** Tenants lease term expires on May 31, 2027 for a period of one year. Tenant shall have the sole, exclusive right and option to demand an Early Termination, prior to the expiration of the renewal term, with 90 days written notice to Landlord. If the early Termination date falls on a date, other than the last day of the month, the parties acknowledge that the Tenant will not be entitled to a refund of proration of any and all rent paid to the Landlord prior to the early termination date; and the parties further acknowledge that the tenant will have no further obligation to pay rent to Landlord after the early termination date.
- 4. Rent.**

  - a) The initial rent for the Leased Premises shall be \$3,070 per month, payable in advance (“Base Rent”) and may increase annually as set forth on the Rent Schedule attached as Exhibit A. All charges, costs and sums required to be paid by Tenant to Landlord under this Lease in addition to Base Rent shall be deemed “Additional Rent.” Base Rent and Additional Rent shall hereinafter collectively be referred to as “Rent.” Tenant’s covenant to pay Rent shall be independent of every other covenant in this Lease.
  - b) Rent shall be paid to Landlord, at Landlord’s address, on or before the first day of each month, or as otherwise stated herein. All payments of Rent shall be by check, made payable to “Peterson Properties Group, LLC” or via ACH. If Tenant fails to make payment, such failure shall be an Event of Default under this Lease.
  - c) The Parties acknowledge and agree that the Rent shall include all charges payable by Tenant in connection with this Lease, except for those other charges specifically set forth herein. The covenant to pay Rent shall be independent of every other covenant in this Lease. A late fee in the amount of five percent of Base Rent shall be assessed if Tenant’s payment of Base Rent is not received by the Landlord on or before the 10<sup>th</sup> day of each month, or if any payment is returned for insufficient funds.
- 5. Security Deposit. *WAIVED***

  - a) As security for the performance of its obligations under this Lease, Tenant shall pay Landlord an initial security deposit equal to two times the Base Rent (“Security Deposit”). Tenant shall be required to pay such additional amounts to Landlord each year per Exhibit A, which shall be added to and considered a part of the Security Deposit, so that the amount held by Landlord as Tenant’s Security Deposit remains, at all times, equal to two times the current Base Rent. The Security Deposit may be applied by Landlord to cure any Event of Default by Tenant under this Lease, and upon written notice by Landlord of such application, Tenant shall replenish the Security Deposit in full by promptly paying Landlord the amount so applied. The Security Deposit may be commingled with Landlord’s other funds and Landlord shall not pay any interest on the Security Deposit. In the event that the Security Deposit

has not been paid by the Tenant to the Landlord as of the Commencement Date of this Lease, such failure shall be an Event of Default under this Lease and Tenant shall be prohibited from taking occupancy and or use of the Leased Premises. However, the Lease will remain in effect and all obligations for any Rent obligations will continue. Notwithstanding any provision in this Lease to the contrary, Landlord shall not be obligated under any covenant or agreement under the Lease until Tenant has tendered the Security Deposit and the first Rent payment. Within 30 days after the Expiration Date, provided Tenant has vacated the Leased Premises, Landlord shall return to Tenant the Security Deposit, less any monetary damages caused by Tenant's default, expenses incurred under this Lease. The Security Deposit shall not be deemed an advance payment of Rent or measure of damages for any default by Tenant under this Lease, nor shall it be a bar or defense of any action, which Landlord may at any time commence against Tenant.

- b) Prior to the Expiration Date, Landlord and Tenant shall conduct an inspection of the Leased Premises to determine what repairs need to be made by Tenant under Paragraphs 9 and 13 of the Lease. In lieu of Tenant making the repairs, the parties may agree that Landlord shall make the repairs and shall deduct such costs from the Security Deposit.

## **6. Intended Use.**

- a) Tenant shall use the Leased Premises only for the purpose stated above in the Lease Summary and will not allow any other person to occupy the Leased Premises, or any part thereof, nor sublet or assign this Lease or the right to occupy, without the express written consent of the Landlord. In such case, the Landlord may require reasonable guaranties of indemnification and performance.
- b) Tenant shall observe and comply, and shall cause its invitees, employees, contractors, and agents to observe and comply, with any rules and regulations Landlord may establish from time to time in connection with the Building and/or the Leased Premises, including those concerning the parking area. Landlord shall not be liable for failure of any person to obey such rules and regulations. Landlord shall not be obligated to enforce such rules and regulations against any person, and the failure of Landlord to enforce any such rules and regulations shall not constitute a waiver thereof or relieve Tenant from compliance therewith.
- c) All activities of the Tenant, including its agents, employees, and business invitees, within the Leased Premises shall be in compliance with all local, state and federal ordinances, regulations, and statutes. Tenant shall not cause or permit any hazardous or toxic substances to be bought upon, produced, stored, used, discharged, or disposed of in, on or about the Leased Premises without the prior written consent of Landlord, which consent maybe withheld in Landlord's absolute discretion, and then only in compliance with all applicable environmental laws. Tenant shall not keep, or allow to be kept, or used any inflammable or explosive liquids or materials, except as such may be directly necessary for Tenant's business, and in such case the substances will be property marked, stored, used, and disposed of in accordance with applicable ordinances, regulations, and statutes. Tenant shall not allow the Leased Premises to be used for any unlawful purpose, conduct of activities that would injure the reputation of the Landlord or the Building, provide a nuisance to other tenants or the neighborhood, or increase the fire hazard or insurance rating of the building.
- d) Tenant shall not smoke nor allow the smoking of any legal or illegal substance, including medical marijuana, within the Leased Premises. Tenant shall be responsible for collecting and removing any litter or other refuse, including cigarette butts, which are located around the Lease Premises and the entrances and exits.
- e) Tenant will not allow the Leased Premises to remain vacant for more than ten consecutive calendar days and shall periodically inspect the Leased Premises for damage, wear and tear. Tenant shall promptly inform Landlord if Tenant finds any leaks, water damage, or mold within the Leased Premises or suspects that such are present.
- f) If Tenant permits or allows any of the prohibited activities described herein or in any rule or regulations adopted by Landlord, then, Landlord shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away any obstructing vehicles, restrict Tenant's use of the parking areas, and charge any related costs of enforcement to Tenant, which costs shall be immediately payable upon Landlord's demand.

## **7. Keys and Access.**

- a) Landlord shall furnish to Tenant two complete sets of keys to all locks within the Leased Premises and those portions of the Building accessible to the Tenant. Tenant shall safeguard such keys and codes and take all reasonable measures to ensure the integrity of the security of the Leased Premises and the Building. Landlord shall retain a set of keys for use in emergencies. Tenant shall promptly notify Landlord if Tenant has misplaced or lost any keys to the Leased Premises. If Tenant loses any keys and Landlord is required to replace them then Tenant shall be charged Rekeying fee. If Tenant loses keys and Landlord determines it is necessary to (or Tenant requests that Landlord) replace the existing locks, then Tenant shall be charged applicable related costs.
- b) Under no circumstances shall Tenant change the locks or modify the means of entry into the Leased Premises at any time without Landlord's prior written approval. Tenant acknowledges that a master key to the Leased Premises will be kept in a Knox-Box, or similar style wall safe, and accessible to emergency services only.
- c) Tenant shall allow Landlord free access to the Leased Premises during reasonable hours for the purpose of examining, inspecting, exhibiting, making any needed repairs, providing necessary services, or placing advertisements for sale or rent of the Leased Premises, and shall not interfere with such activities. Except in cases of emergency, Landlord shall have access upon 24 hours' advance notice, provided either verbally or in writing (including via email or text message) to the Tenant. In the event of an emergency, Landlord shall be allowed access immediately.

## **8. Utilities.**

- a) All utilities, other than water, are separately metered. Tenant is required to contact ComEd and Nicor Gas to have such utility services placed in Tenant's name prior to Tenant occupying the Lease Premises. Tenant shall pay directly in a timely manner, and prior to delinquency, for all utilities related to its use of the Leased Premises, including, without limitation, electricity, gas, and heat. Landlord shall not be responsible for the stoppage or interruption of utilities or services. If Tenant fails to do so, Landlord may, but is not obligated to, secure such utility service necessary to keep the Leased Premises in a safe and secure manner, including protecting the real property, Building, and building systems from harm. If the Landlord deems the situation an emergency, verbal notice may be given, or attempted to be given, to Tenant's designated emergency contacts.
- b) Tenant shall be responsible for paying, as Additional Rent, Tenant's Proportionate Share of the monthly water bill received by Landlord from Illinois American Water. Landlord shall provide Tenant with an Invoice for the amount owed by Tenant for the water used during the preceding quarter. Tenant shall pay the amount stated on Invoice within 30 days following receipt. A late fee in the amount of five percent of the amount due from Tenant for Invoice shall be assessed if payment is not timely received by the Landlord.

## **9. Taxes.**

- a) Tenant shall be responsible for paying, as Additional Rent, for Tenant's Proportionate Share of that portion of the total property taxes assessed against the Building ("Taxes") which exceed the amount of \$1.00 per square foot and which become due and payable in any calendar year during the Term or which relates to a portion of the Term.
- b) Tenant shall be responsible for satisfying all municipal, county, state, or federal taxes or fees imposed upon Tenant and shall promptly and fully satisfy such.

## **10. Landlord & Tenant's Maintenance.**

- a) Landlord, at its sole cost and expense, shall be responsible for both the internal and external maintenance of the Building to which the Leased Premises relate, which include but are not limited to the plumbing, electrical, lighting, HVAC, fire protection, common area security, building shell, windows, roof, roof membrane/coverings, doors, parking lot, parking area, common areas, subfloor exterior walls, foundation and interior and exterior structural components, and shall make any necessary repairs thereto, whether extraordinary, foreseen or unforeseen. The Tenant, at its sole cost and expense, shall be responsible for and maintain the interior non-structural walls and any fixtures installed by or for the Tenant, including replacement of all filters for the HVAC system and the maintenance, repair, and replacement (if needed) of any fire extinguishers, and shall be responsible for keeping the interior the Leased Premises in a clean and orderly fashion, and for snow plowing the driveway/parking area of the Building serving the Leased Premises.

- b) Tenant shall be responsible for any damage or breakage to the Leased Premises, including all glass therein, unless such was caused by the negligence or intentional acts of Landlord or its invitees, employees, contractors, and agents and, subject to Landlord's written approval, shall repair any damaged or broken items with new items of equal quality and size. Tenant shall observe good housekeeping and maintain the Leased Premises, and immediately adjacent exterior areas, in a clean and healthful condition and free from trash, debris, mold, puddles of oil or water, and other materials, which may increase the chance of fire or accident. Landlord shall perform any maintenance or make any repairs to the Leased Premises and Building as Landlord desires or deems necessary for the safety, operation, or preservation of the Building, which includes the roof and roof membrane, exterior walls, HVAC system (replacement only), foundation, sewer/water/utility lines, and parking areas (except for snow plowing to be performed by Tenant, at its cost, as described in Section 9(a)). Tenant shall fully reimburse Landlord on demand for the cost of any repairs, maintenance, or replacements to the Leased Premises and/or Building necessitated by the acts or omissions of Tenant, invitees, employees, contractors, and agents.
- d) Tenant shall secure Landlord's written consent prior to the installation of fixtures and/or replacements to any component of the Leased Premises, including but not limited to any signs to be placed on the exterior of the Leased Premises or be visible through windows.

**11. Changes to Leased Premises by Tenant.** All alterations, modifications or other changes to any portion of the Leased Premises, including any construction, remodeling, decorating, or demolition, to be completed by Tenant (or any third-party hired by Tenant) (collectively "TI Improvements") must be approved by Landlord in writing, which approval may be withheld at Landlord's sole discretion, prior to any work being started. Landlord shall have the right to inspect any TI Improvements once completed. Tenant shall be responsible for providing Landlord with a copy of any plans prepared for or by Tenant outlining such TI Improvements, which shall comply with all local codes and ordinances and shall pay all costs associated with the TI Improvements including but not limited to any applications, inspections, or professional services required by Landlord or the applicable authorities. All alterations, modifications, or other changes to any portion of the Leased Premises shall become property of the Landlord; provided, however, that trade fixtures shall remain property of the Tenant and can be removed from the Leased Premises. Tenant shall make any repairs to the Leased Premises caused by the removal of any trade fixtures and shall be responsible for any damage caused by their removal. In addition, if Tenant paints the Leased Premises in a non-neutral color, as reasonably determined by Landlord, then Tenant shall repaint the Leased Premises in a neutral color approved by Landlord at such time designated by Landlord but no more than three (3) months prior to Lease expiration.

**12. Mechanic's Liens.** Tenant shall not permit any mechanic's lien or any other lien or encumbrance to be placed on the Leased Premises, the Building, or the real property, improvements, or buildings thereof, on account of Tenant's obligations to other persons, whether actual or disputed. Any claim to, or lien upon, the Leased Premises or the Building arising from any act or omission of Tenant shall accrue only against the leasehold estate of Tenant and shall be subject and subordinate to the paramount title and rights of Landlord in and to the Leased Premises or the Building. In the case of the filing of any lien, Tenant will promptly pay to the claimant an amount sufficient to discharge the lien fully and cause it to be waived or withdrawn. If the Tenant fails to effectuate the removal of the lien after 30 days after receiving written notice of the lien from the claimant, Landlord may, at its option, choose to satisfy the lien by payment of all monies claimed and obtain from the Tenant all incurred costs. Regardless of whether such claim is paid by Tenant or not, Tenant shall inform Landlord immediately of such claim, and provide a copy of the lien or other encumbrance, including the identity of the claimant, the amount, and the circumstances giving rise to the claim.

**13. Parking.** The Leased Premises shall include use of the parking area immediately adjacent to the Building, which may be designated by pavement markings. Such exterior area is to be used for parking and loading/unloading of vehicles during normal business hours and shall not be used for storage of any materials or other items, recreation, or overnight parking. Tenant shall have the right, simultaneously with the other tenants of the Building, to use the parking area immediately adjacent to the building, which may be designated by pavement markings.

**14. Condition of the Leased Premises on Return.** Upon termination of this Lease, for any reason, Tenant shall immediately and fully surrender the Leased Premises, with any and all improvements, in as good condition and repairs as when first received, natural wear and tear excepted, to Landlord, and shall deliver all keys, including copies, to Landlord at the address above. Landlord may, at its option, direct Tenant to remove all or any part of any improvements or alterations made by the Tenant and to return the Leased Premises to the original condition, excepting ordinary wear and tear, at Tenant's cost.

**15. Rights Reserved To Landlord.** Landlord reserves the following rights, which Landlord may exercise with reasonable notice to Tenant and without liability to Tenant, and which shall not be deemed to constitute an eviction or disturbance of Tenant's use or possession of the Leased Premises and shall not give rise to any claim for set-off or abatement of Rent or any other claim: (a) to change the name or street address of the Building or the suite number of the Leased Premises; (b) to install, affix and maintain any and all signs on the exterior or interior of the Building; (c) to make repairs, alterations, additions, or improvements in and about the Building (and for such purposes to enter the Leased Premises and interrupt or temporarily suspend services or use of common areas without eliminating Tenant's accessibility to Premises); (d) to retain keys to all doors within and into the Leased Premises; (e) to grant to any person the exclusive right to conduct any business or service in the Building; (f) to show or inspect the Leased Premises at reasonable times and upon reasonable notice and, if vacated or abandoned, to prepare the Leased Premises for re-occupancy; (g) to install, use and maintain in Leased Premises pipes, conduits, wires and ducts serving the Building, provided they do not unreasonably interfere with Tenant's use of the Leased Premises; and (h) to take any other action which Landlord deems reasonable in connection with the operation, maintenance, or preservation of the Building.

**16. Insurance.**

- a) Landlord, at all times during the Term, shall maintain fire and casualty insurance on the Building. Tenant, at Tenant's expense, shall maintain, at all times during the Term, the following insurance:
  - i) Comprehensive General Liability Insurance on an occurrence basis with minimum limits of liability in an amount \$1,000,000 for bodily injury, personal injury or death to any one person and \$500,000 with respect to damage to property, including water and sprinkler damage.
  - ii) Automobile Insurance or Hired & Non-Owned Automobile coverage with minimum amount of \$1,000,000.
  - iii) Fire insurance, with extended coverage, vandalism and malicious mischief endorsements, in an amount adequate to cover the full replacement value of all leasehold improvements and all fixtures, contents and wall and floor coverings in the Leased Premises.
  - iv) Umbrella/Excess Liability Insurance with minimum limits of liability in an amount of \$1,000,000.
- b) The policies referred to above shall name Landlord as an additional insured and shall not provide for deductible amounts in excess of \$1,000. Each policy referred to shall be issued by one or more responsible insurance companies licensed to do business in Illinois and reasonably satisfactory to Landlord and shall contain the following provisions and endorsements: (i) that such insurance may not be canceled or amended without 30 days' prior written notice to the Landlord; (ii) an express waiver of any right of subrogation by the insurance company against the Indemnitees; and (iii) that the policy shall not be invalidated should the insured waive in writing prior to a loss, any or all rights of recovery against any party for losses covered by such policies.
- c) Tenant shall deliver to Landlord, certificates of insurance of all policies and renewals thereof to be maintained by Tenant hereunder, not less than ten days prior to the Commencement Date and not less than ten days prior to the expiration date of each policy.

**17. Damage by Fire or Other Casualty.**

- a) In the case that the Leased Premises or the Building is damaged by fire or other casualty so that it is untenable, Landlord may, at its option, either terminate this Lease or repair the Leased Premises, and shall notify Tenant of Landlord's election in writing within 60 days after such damage. If Landlord chooses to terminate this Lease, the Term shall cease from the date of such damage or destruction, and Tenant shall in a commercially reasonable prompt manner remove all of Tenant's property from the Property and immediately surrender the Leased Premises to

Landlord, and Tenant shall pay Rent only to the time of such surrender. If Landlord chooses not to terminate this Lease, this Lease shall continue in full force and effect, and Landlord shall repair the Leased Premises within 180 days from date of destruction, placing the same in as good a condition as it was at the time of the damage or destruction and for that purpose may enter the Leased Premises, and Tenant shall be entitled to abate the Base Rent and the Additional Rent for the period during which the Leased Premises are untenable. In either event, Tenant shall remove all rubbish, debris, merchandise, furniture, equipment, and other personal property within ten days after the request of Landlord.

- b) If the damage to the Leased Premises or the Building does not render either untenable, then, Landlord shall repair the same with all reasonable promptness within 60 days of destruction, and in that case the Rent shall not abate. No compensation or claim shall be made by or allowed to the Tenant by reason of any inconvenience or annoyance arising from any repairs however this necessity may occur.
- c) Landlord shall not be obligated to repair or restore the Leased Premises or the Building if (i) the damage or destruction is due to an uninsured casualty, or (ii) if insurance proceeds are insufficient to pay for such repair or restoration. Landlord shall give notice within ten days of destruction if the Leased Premises will not be restored, and Tenant shall have the option to terminate this Lease by written notice to Landlord within ten days of notice that Landlord will not restore or repair the Leased Premises.
- d) Except to the extent caused by the gross negligence or willful misconduct of Landlord or its agents, Landlord shall not be liable for any loss or damage to any merchandise, fixtures, equipment or personal property of Tenant, and shall not be required to repair or replace such personal property in the event of any casualty loss, theft, vandalism or any other event causing such loss or damage. Landlord shall not be required to share any insurance proceeds or judgment awards with Tenant.

**18. Events of Default.** Each of the following shall constitute a breach of this Lease by Tenant and, in the event that Tenant fails to cure said breach within the applicable period, if any, an “Event of Default” by Tenant: (i) Tenant fails to pay any Rent or any other amount owed when due and such failure is not cured within five days after written notice from Landlord (which notice may be in the form of a landlord statutory five-day notice); (ii) Tenant fails to observe or perform any of the other covenants, conditions or provisions of this Lease to be observed or performed by Tenant and fails to cure such default within the time periods provided in this Lease or, if not so provided, within 15 days after written notice thereof to Tenant days (or immediately if the failure involves a hazardous condition); (iii) the leasehold interest of Tenant is levied upon or attached under process of law; (iv) Tenant abandons or vacates Leased Premises; (v) Tenant makes an assignment for the benefit of creditors; (v) any voluntary or involuntary proceedings are filed by or against Tenant or any guarantor of this Lease under any bankruptcy, insolvency or similar laws and, in the case of any involuntary proceedings, are not dismissed within 30 days after filing; or (vi) Guarantor, if any, shall be in breach of its obligations under its guaranty of Tenant's obligations under this lease.

**19. Landlord's Remedies.**

- a) Right of Re-Entry. Upon the occurrence of a Default, Landlord may elect to terminate this Lease and upon termination of this Lease, terminate Tenant's right to possession of the Leased Premises. Upon any such termination, Tenant shall immediately surrender and vacate Leased Premises and deliver possession thereof to Landlord. Landlord shall have the right to enter and repossess Leased Premises and to expel Tenant and any others who may be occupying the Leased Premises and to remove any and all property therefrom, without being deemed in any manner guilty of trespass and without relinquishing Landlord's rights to Rent or any other right given to Landlord hereunder or by operation of law. Should Tenant fail to collect any personal property from the Leased Premises or storage, title to such personal property shall vest in Landlord, without encumbrance, who shall have full authority to dispose of such in any way it may see fit, without compensation or liability to the Tenant or any other person. Without further perfection, the Landlord shall have a valid and first lien upon all personal property of the Tenant, now owned or hereafter acquired, as security for the performance of the terms of this Lease.

- b) Reletting. If Landlord terminates Tenant's right to possession without terminating this Lease, Landlord may relet the Leased Premises or any part thereof. In such case, Landlord shall use such efforts as may be required by law to relet the Leased Premises, on such terms as Landlord reasonably deems appropriate; provided, however, Landlord may first lease Landlord's other available space. Tenant shall reimburse Landlord for the costs and expenses of reletting the Leased Premises including all brokerage, advertising, attorney's fees, alteration, and other expenses incurred to secure a new tenant for the Leased Premises. In addition, if the consideration collected by Landlord upon any such reletting, after payment of the expenses of reletting the Leased Premises which have not been reimbursed by Tenant, is insufficient to pay monthly the full amount of the Rent, Tenant shall pay to Landlord the amount of each monthly deficiency as it becomes due.
- c) Other Remedies. Landlord may but shall not be obligated to perform any obligation of Tenant under this Lease. If Landlord so elects after reasonable written notice to Tenant, all costs and expenses paid by Landlord in performing such obligation shall be reimbursed by Tenant to Landlord on demand. No termination of this Lease and no taking possession of and/or reletting the Leased Premises shall relieve Tenant of its liabilities and obligations hereunder, all of which shall survive such expiration, termination, repossession or reletting. Tenant hereby waives and releases all rights now or hereafter conferred by statute or otherwise which would have the effect of limiting or modifying any of the provisions of this Section 18. Any and all remedies set forth in this Lease: (i) shall be in addition to any and all other remedies Landlord may have at law or in equity, (ii) shall be cumulative, and (iii) may be pursued successively or concurrently as Landlord may elect. The exercise of any remedy by Landlord shall not be deemed an election of remedies or preclude Landlord from exercising any other remedies in the future.
- d) No Waiver. No receipt of moneys by Landlord from Tenant after the termination of this Lease or Tenant's right to possession, or after the giving of any notice of the termination of this Lease or Tenant's right to possession, shall reinstate, continue or extend the Term or affect any notice theretofore given to Tenant, or operate as a waiver of the right of Landlord to enforce the payment of Rent payable by Tenant hereunder or thereafter falling due, or operate as a waiver of the right of Landlord to recover possession of the Leased Premises or any part thereof by proper remedy, it being agreed that after the service of notice to terminate this Lease or Tenant's right to possession or the commencement of any suit or summary proceedings, or after a final order or judgment for the possession of the Leased Premises, or any part thereof or interest therein, Landlord may demand, receive and collect any moneys due or thereafter falling due without in any manner affecting such notice, proceeding, order, suit or judgment, all such moneys collected being deemed payments on account of the Tenant's liability hereunder.
- e) In any civil action by either Party to enforce the terms and condition of this Lease, or to declare the rights and duties of the Parties hereunder, the prevailing Party shall be entitled to recover its reasonable attorney's fees, litigation expenses, and court costs.

## **20. Indemnification.**

- a) Except to the extent caused by the negligence or willful misconduct of Landlord or its agents, Tenant will indemnify, defend, and hold harmless Landlord and its agents from and against any and all claims, actions, damages, losses, judgements, liens, liability and expense, including reasonable fees of attorneys, investigators and experts, ("Claims") which may be asserted against, imposed upon, or incurred by Landlord or its agents and arising out of or in connection with loss of life, personal injury or damage to property in or about the Leased Premises or arising out of the occupancy or use of the Leased Premises by Tenant or its agents or occasioned wholly or in part by any act or omission of Tenant or its agents. Tenant shall use counsel approved by Landlord in defending Landlord against such Claims and shall obtain Landlord's written approval of any proposed settlements or other voluntary resolution of such Claims prior to agreeing to or entering into such. Tenant's obligations pursuant to this subsection shall survive the expiration or termination of this Lease.
- b) Except as provided by Illinois statute, Landlord shall not be liable for any damage occasioned by failure to keep the Leased Premises in repair, nor for any damage done or occasioned by plumbing, gas, water sprinkler, steam, sewerage, or other pipes, fixtures, and equipment bursting, leaking, or failing in or about the Leased Premises. Further, Landlord shall not be liable for damage caused by water, snow, or ice being upon or coming through the roof, skylights, hatches, or windows. Landlord shall not be liable for the acts or neglect of any owners or occupants of other property or damage insured, or subject to insurance, by the Tenant.

- 21. Holding Over.** If Tenant retains possession of the Leased Premises after the Expiration Date, or the termination or expiration of this Lease for any other reason, Tenant shall pay Landlord double the then current Base Rent for each month or partial month which Tenant retains possession of the Leased Premises after the expiration or termination of this Lease. The provisions of this Article shall not constitute a waiver by Landlord of any re-entry rights of Landlord hereinbefore or by law provided. Payment by Tenant of monies pursuant to this Article shall not be construed as liquidated damages or a limitation upon Landlord's remedies in the event that Landlord is reasonably unable to consummate a transaction with a third-party prospective tenant due to Tenant's unauthorized holdover. Alternatively, if such holdover shall continue for 30 days without Landlord's consent, then at the election of Landlord expressed in a written notice to Tenant and not otherwise, such retention of possession shall constitute a renewal of this Lease for one year, at a Rent equal to two hundred percent of the Rent during the previous year. Any such extension or renewal shall be subject to all other terms and conditions herein contained.
- 22. Notices.** Any notice, consent or other communication under this Lease shall be in writing and addressed to Landlord or Tenant at their respective addresses specified above in the Lease Summary (or to such other address as either may designate by notice to the other). Each notice or other communication shall be deemed given if sent by prepaid overnight delivery service, by certified mail, return receipt requested, postage prepaid, via e-mail (with a copy thereof to be sent by regular first class mail unless a responsive email is received from recipient within 24 hours following delivery, in which case no notice need be sent by first class mail), or in any other manner, with delivery in any case evidenced by a receipt, and shall be deemed to have been given on the business day of actual delivery to the intended recipient or on the business day delivery is refused. The giving of notice by either party's attorneys, representatives and agents under this Section shall be deemed to be the acts of such party.
- 23. Real Estate Brokers.** Tenant represents and warrants to Landlord that it has not dealt with any real estate broker, salesperson, agent or intermediary in connection with this Lease, and no such person initiated or participated in the negotiation of this Lease or showed the Leased Premises to Tenant. Tenant hereby agrees to indemnify and hold harmless Landlord from and against any, and all, liabilities and claims for commissions and fees arising out of a breach of the foregoing representations and warranty.
- 24. Guarantor.** If a Guarantor of this lease is identified in the Lease Summary above, the following shall apply: At the time this lease is executed and delivered, and as a material inducement to Landlord entering into this Lease with Tenant, Tenant shall deliver to Landlord, concurrently with this lease, a guaranty executed by the Guarantor, and properly acknowledged, in the form attached hereto as Exhibit B.
- 25. Miscellaneous.**
- a) Entire Agreement; Binding Effect. This Lease, together with the Exhibits attached hereto, contains the entire agreement between the Parties pertaining to the subject matter hereof. If there be more than one Tenant named herein, the provisions of this Lease shall be applicable to and binding upon such Tenant's, jointly and severally. This Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, legal representatives, successors and permitted assigns.
  - b) Modification of Lease. No modification of this Lease shall be binding upon the Parties unless evidenced by an agreement in writing signed by Landlord and the Tenant after the date hereof except as stated otherwise herein.
  - c) Tenant Assignment; Landlord Transfer of Interest. Tenant shall not assign or sublet its interest in this Lease without the prior written consent of Landlord which may be given in Landlord's sole discretion, and Tenant shall not grant a security interest in or pledge as collateral any contractual interest of Tenant under this Lease, except with the prior written consent of Landlord, and the failure of Tenant to obtain the prior written consent of Landlord shall render any such attempt to assign, sublet, or grant a security interest or lien in its rights or obligations void and of no force and effect. Landlord may transfer its interest in the Building and assign its interest in the Lease, whereupon Landlord shall thereafter be released from any liability under the Lease.

- d) Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than any installment or payment of Rent due shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or any letter accompanying any or payment of Rent shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or payment of Rent or pursue any other remedies available to Landlord. No receipt of money by Landlord from Tenant after the termination of this Lease or Tenant's right of possession of the Leased Premises shall reinstate, continue, or extend the Term. Tenant's covenant to pay rent is independent of any other covenant under this Lease and any claim against Landlord shall not be deducted against rent due.
- e) Time; Captions. Time is of the essence of this Lease and the performance of all obligations hereunder. The captions and headings in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of contents.
- f) Applicable Law. This Lease shall be construed in accordance with the laws of the State of Illinois. Each of the Parties hereto (i) consents to submit itself or himself to the personal jurisdiction and venue of any state court or any federal court located in the State of Illinois in the event any dispute arises out of this Agreement or any of the transactions contemplated by this Agreement; (ii) agrees that it or he will not attempt to deny or defeat such personal jurisdiction or choice of venue by motion or other request for leave from any such court; and (iii) agrees that it or he will not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any court other than a state court or federal court sitting in Will County in the State of Illinois. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each item, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.
- g) Landlord's Right to Perform Tenant's Duties. If Tenant fails timely to perform any of its duties under this Lease, Landlord shall have the right, but not the obligation, after the expiration of any grace period elsewhere under this Lease expressly granted to Tenant for the performance of such duty, to perform such duty on behalf, and at the expense of Tenant, without further prior notice to Tenant, and all sums expended or expenses incurred by Landlord in performing such duty shall be deemed to be Additional Rent under this Lease and shall be due and payable upon demand by Landlord.
- h) No Identifying Information. Tenant shall not distribute or disseminate any depiction of the Building (photographical or otherwise) that discloses the location of the Building or the Landlord's name without Landlord's prior consent which may be given in Landlord's sole discretion.
- i) Estoppel Certificate; Financial Statements. Within fifteen (15) days following a written request by Landlord, Tenant shall execute and deliver to Landlord an estoppel certificate, confirming, among other things, that the Lease is in full force and effect, that Tenant has not prepaid any Rent other than for the current month, that there exists no default by Landlord, and such other information reasonably requested by Landlord or Landlord's mortgagee or prospective mortgagee or purchasers. Tenant shall execute and deliver whatever other instruments may be reasonably required for such purposes. In addition, at any time during the Lease Term, Landlord may require Tenant to provide Landlord with a current financial statement and financial statements of the two (2) years prior to the current financial statement year, each such financial statement certified by an authorized officer of Tenant as being true and correct as of the date of such financial statement.
- j) Addendum. The Addendum, if applicable, attached hereto is hereby incorporated into the Lease as if first written herein.

[Signature Page to Follow]

**IN WITNESS HEREOF**, the Parties hereto have executed this Lease as of the date stated above, agreeing to be bound by its terms.

**LANDLORD:**

Peterson Properties Group, LLC  
an Illinois limited liability company

By: \_\_\_\_\_  
Name: Susan A. McCurdy  
Title: Manager

**TENANT:**

Village of Homer Glen

By: \_\_\_\_\_  
Name: Joseph D. Baber  
Title: Village Manager

**EXHIBIT A**  
**RENT SCHEDULE**

*Monthly Rent Schedule*

June 2026 – May 2027	<b>\$3,070</b>
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This **COMMERCIAL LEASE AGREEMENT** (“Lease”) is made and entered into as of the 10th day of March, 2026 (“Effective Date”) by and between **Peterson Properties Group, LLC**, an Illinois limited liability company (“Landlord”) and **Village of Homer Glen** (hereafter referred to as “Tenant”), and Tenant and Landlord shall from time to time collectively be referred to herein as the “Parties” and each individually as a “Party”.

In consideration of the lease payments provided in this Agreement, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, Leased Premises commonly known as 15757 Annico Drive, Unit #4, Homer Glen, Illinois (the “Leased Premises”) which is a part of that larger building known as 15757 Annico Drive, Homer Glen, Illinois (the “Building”) in accordance with the following terms and conditions.

## LEASE SUMMARY

**Commencement Date:** June 1, 2026

**Expiration Date:** May 31, 2027

**Initial Rent:** \$3,070

Subject to Rent Schedule

**Initial Security Deposit:** \$6,140 (Waived)

Subject to Security Deposit Schedule

**Total Square Feet of Building:** 18,000

**Total Square Feet of Leased Premises:** 4,000

**Proportional Share:** 22%

**Intended Use:** Storage of Emergency Management vehicles and equipment; storage of Village records.

In an emergency, call all numbers listed below in order.  
Do not leave a message as this will delay a response.

**Landlord:** Peterson Properties Group, LLC

**Main Office:** 15745 Annico Drive, Unit #1

Homer Glen, Illinois 60491

T: 708-428-4200

E: manager@thepetersonproperties.com

### Landlord Emergency Contact List

- |                  |                 |
|------------------|-----------------|
| 1. Ralph McCurdy | C: 312-656-5009 |
| 2. Susan McCurdy | C: 708-774-2300 |
| 3. Derek McCurdy | C: 708-552-3179 |

**Tenant:** Village of Homer Glen

**Contact:** Village Manager

14240 West 151<sup>st</sup> Street

Homer Glen, Illinois 60491

T: 708-301-0632

E: jbabber@homerglenil.org

### Tenant Emergency Contact List

- |                     |                 |
|---------------------|-----------------|
| 1. Ron Kus          | C: 779-324-1007 |
| 2. Joseph Baber     | C: 708-516-1554 |
| 3. Jennifer Vittori | C: 630-696-2536 |

**Real Estate Taxes:** Tenant is responsible for Tenant’s Proportionate Share of any Real Estate Taxes assessed against the Building and/or the Leased Premises which exceed \$1.00 per square foot, per year.

**Water Rent:** Tenant is responsible for Tenant’s Proportionate Share of the monthly water bill received by Landlord from Illinois American Water.

# LEASE TERMS

- 1. Leased Premises.** Tenant shall be entitled to possession of the Leased Premises on the Commencement Date and shall yield possession to Landlord on the Expiration Date unless otherwise agreed by both Parties in writing. Tenant acknowledges and agrees that it shall take possession of the Leased Premises in an “as is” condition. Tenant has examined the Leased Premises and acknowledges that Tenant has received such in good order, condition, and repair. Tenant acknowledges that it has not relied on any written or oral representations or statements by Landlord in deciding to enter in this Lease except for written representations and warranties contained herein. No agreement has been made by Landlord to alter, remodel, decorate, clean, or improve Leased Premises or the Building, and no representation regarding the condition of the Leased Premises or the Building, have been made by or on behalf of Landlord or relied upon by Tenant. Tenant acknowledges and agrees that Landlord shall have the right to place security cameras in and around the Building and the perimeter of the Leased Premises, and to use and monitor such for security purposes.
- 2. Term Renewal.** Landlord shall send Tenant a notice of renewal (“Renewal Notice”) no later than 60 days prior to the Expiration Date containing the terms pursuant to which Landlord would be willing to renew this Lease, including any modification to the Rent due. If Tenant chooses to renew this Lease, Tenant shall return a signed copy of the Renewal Notice to Landlord no later than 30 days prior to the Expiration Date accepting the terms within. If Tenant fails to submit an executed Renewal Notice to Landlord prior to the Expiration Date, this Lease shall terminate on the Expiration Date.
- 3. Early Termination.** Tenants lease term expires on May 31, 2027 for a period of one year. Tenant shall have the sole, exclusive right and option to demand an Early Termination, prior to the expiration of the renewal term, with 90 days written notice to Landlord. If the early Termination date falls on a date, other than the last day of the month, the parties acknowledge that the Tenant will not be entitled to a refund of proration of any and all rent paid to the Landlord prior to the early termination date; and the parties further acknowledge that the tenant will have no further obligation to pay rent to Landlord after the early termination date.
- 4. Rent.**

  - a) The initial rent for the Leased Premises shall be \$3,070 per month, payable in advance (“Base Rent”) and may increase annually as set forth on the Rent Schedule attached as Exhibit A. All charges, costs and sums required to be paid by Tenant to Landlord under this Lease in addition to Base Rent shall be deemed “Additional Rent.” Base Rent and Additional Rent shall hereinafter collectively be referred to as “Rent.” Tenant’s covenant to pay Rent shall be independent of every other covenant in this Lease.
  - b) Rent shall be paid to Landlord, at Landlord’s address, on or before the first day of each month, or as otherwise stated herein. All payments of Rent shall be by check, made payable to “Peterson Properties Group, LLC” or via ACH. If Tenant fails to make payment, such failure shall be an Event of Default under this Lease.
  - c) The Parties acknowledge and agree that the Rent shall include all charges payable by Tenant in connection with this Lease, except for those other charges specifically set forth herein. The covenant to pay Rent shall be independent of every other covenant in this Lease. A late fee in the amount of five percent of Base Rent shall be assessed if Tenant’s payment of Base Rent is not received by the Landlord on or before the 10<sup>th</sup> day of each month, or if any payment is returned for insufficient funds.
- 5. Security Deposit. *WAIVED***

  - a) As security for the performance of its obligations under this Lease, Tenant shall pay Landlord an initial security deposit equal to two times the Base Rent (“Security Deposit”). Tenant shall be required to pay such additional amounts to Landlord each year per Exhibit A, which shall be added to and considered a part of the Security Deposit, so that the amount held by Landlord as Tenant’s Security Deposit remains, at all times, equal to two times the current Base Rent. The Security Deposit may be applied by Landlord to cure any Event of Default by Tenant under this Lease, and upon written notice by Landlord of such application, Tenant shall replenish the Security Deposit in full by promptly paying Landlord the amount so applied. The Security Deposit may be commingled with Landlord’s other funds and Landlord shall not pay any interest on the Security Deposit. In the event that the Security Deposit

has not been paid by the Tenant to the Landlord as of the Commencement Date of this Lease, such failure shall be an Event of Default under this Lease and Tenant shall be prohibited from taking occupancy and or use of the Leased Premises. However, the Lease will remain in effect and all obligations for any Rent obligations will continue. Notwithstanding any provision in this Lease to the contrary, Landlord shall not be obligated under any covenant or agreement under the Lease until Tenant has tendered the Security Deposit and the first Rent payment. Within 30 days after the Expiration Date, provided Tenant has vacated the Leased Premises, Landlord shall return to Tenant the Security Deposit, less any monetary damages caused by Tenant's default, expenses incurred under this Lease. The Security Deposit shall not be deemed an advance payment of Rent or measure of damages for any default by Tenant under this Lease, nor shall it be a bar or defense of any action, which Landlord may at any time commence against Tenant.

- b) Prior to the Expiration Date, Landlord and Tenant shall conduct an inspection of the Leased Premises to determine what repairs need to be made by Tenant under Paragraphs 9 and 13 of the Lease. In lieu of Tenant making the repairs, the parties may agree that Landlord shall make the repairs and shall deduct such costs from the Security Deposit.

## **6. Intended Use.**

- a) Tenant shall use the Leased Premises only for the purpose stated above in the Lease Summary and will not allow any other person to occupy the Leased Premises, or any part thereof, nor sublet or assign this Lease or the right to occupy, without the express written consent of the Landlord. In such case, the Landlord may require reasonable guaranties of indemnification and performance.
- b) Tenant shall observe and comply, and shall cause its invitees, employees, contractors, and agents to observe and comply, with any rules and regulations Landlord may establish from time to time in connection with the Building and/or the Leased Premises, including those concerning the parking area. Landlord shall not be liable for failure of any person to obey such rules and regulations. Landlord shall not be obligated to enforce such rules and regulations against any person, and the failure of Landlord to enforce any such rules and regulations shall not constitute a waiver thereof or relieve Tenant from compliance therewith.
- c) All activities of the Tenant, including its agents, employees, and business invitees, within the Leased Premises shall be in compliance with all local, state and federal ordinances, regulations, and statutes. Tenant shall not cause or permit any hazardous or toxic substances to be bought upon, produced, stored, used, discharged, or disposed of in, on or about the Leased Premises without the prior written consent of Landlord, which consent maybe withheld in Landlord's absolute discretion, and then only in compliance with all applicable environmental laws. Tenant shall not keep, or allow to be kept, or used any inflammable or explosive liquids or materials, except as such may be directly necessary for Tenant's business, and in such case the substances will be property marked, stored, used, and disposed of in accordance with applicable ordinances, regulations, and statutes. Tenant shall not allow the Leased Premises to be used for any unlawful purpose, conduct of activities that would injure the reputation of the Landlord or the Building, provide a nuisance to other tenants or the neighborhood, or increase the fire hazard or insurance rating of the building.
- d) Tenant shall not smoke nor allow the smoking of any legal or illegal substance, including medical marijuana, within the Leased Premises. Tenant shall be responsible for collecting and removing any litter or other refuse, including cigarette butts, which are located around the Lease Premises and the entrances and exits.
- e) Tenant will not allow the Leased Premises to remain vacant for more than ten consecutive calendar days and shall periodically inspect the Leased Premises for damage, wear and tear. Tenant shall promptly inform Landlord if Tenant finds any leaks, water damage, or mold within the Leased Premises or suspects that such are present.
- f) If Tenant permits or allows any of the prohibited activities described herein or in any rule or regulations adopted by Landlord, then, Landlord shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away any obstructing vehicles, restrict Tenant's use of the parking areas, and charge any related costs of enforcement to Tenant, which costs shall be immediately payable upon Landlord's demand.

## **7. Keys and Access.**

- a) Landlord shall furnish to Tenant two complete sets of keys to all locks within the Leased Premises and those portions of the Building accessible to the Tenant. Tenant shall safeguard such keys and codes and take all reasonable measures to ensure the integrity of the security of the Leased Premises and the Building. Landlord shall retain a set of keys for use in emergencies. Tenant shall promptly notify Landlord if Tenant has misplaced or lost any keys to the Leased Premises. If Tenant loses any keys and Landlord is required to replace them then Tenant shall be charged Rekeying fee. If Tenant loses keys and Landlord determines it is necessary to (or Tenant requests that Landlord) replace the existing locks, then Tenant shall be charged applicable related costs.
- b) Under no circumstances shall Tenant change the locks or modify the means of entry into the Leased Premises at any time without Landlord's prior written approval. Tenant acknowledges that a master key to the Leased Premises will be kept in a Knox-Box, or similar style wall safe, and accessible to emergency services only.
- c) Tenant shall allow Landlord free access to the Leased Premises during reasonable hours for the purpose of examining, inspecting, exhibiting, making any needed repairs, providing necessary services, or placing advertisements for sale or rent of the Leased Premises, and shall not interfere with such activities. Except in cases of emergency, Landlord shall have access upon 24 hours' advance notice, provided either verbally or in writing (including via email or text message) to the Tenant. In the event of an emergency, Landlord shall be allowed access immediately.

## **8. Utilities.**

- a) All utilities, other than water, are separately metered. Tenant is required to contact ComEd and Nicor Gas to have such utility services placed in Tenant's name prior to Tenant occupying the Lease Premises. Tenant shall pay directly in a timely manner, and prior to delinquency, for all utilities related to its use of the Leased Premises, including, without limitation, electricity, gas, and heat. Landlord shall not be responsible for the stoppage or interruption of utilities or services. If Tenant fails to do so, Landlord may, but is not obligated to, secure such utility service necessary to keep the Leased Premises in a safe and secure manner, including protecting the real property, Building, and building systems from harm. If the Landlord deems the situation an emergency, verbal notice may be given, or attempted to be given, to Tenant's designated emergency contacts.
- b) Tenant shall be responsible for paying, as Additional Rent, Tenant's Proportionate Share of the monthly water bill received by Landlord from Illinois American Water. Landlord shall provide Tenant with an Invoice for the amount owed by Tenant for the water used during the preceding quarter. Tenant shall pay the amount stated on Invoice within 30 days following receipt. A late fee in the amount of five percent of the amount due from Tenant for Invoice shall be assessed if payment is not timely received by the Landlord.

## **9. Taxes.**

- a) Tenant shall be responsible for paying, as Additional Rent, for Tenant's Proportionate Share of that portion of the total property taxes assessed against the Building ("Taxes") which exceed the amount of \$1.00 per square foot and which become due and payable in any calendar year during the Term or which relates to a portion of the Term.
- b) Tenant shall be responsible for satisfying all municipal, county, state, or federal taxes or fees imposed upon Tenant and shall promptly and fully satisfy such.

## **10. Landlord & Tenant's Maintenance.**

- a) Landlord, at its sole cost and expense, shall be responsible for both the internal and external maintenance of the Building to which the Leased Premises relate, which include but are not limited to the plumbing, electrical, lighting, HVAC, fire protection, common area security, building shell, windows, roof, roof membrane/coverings, doors, parking lot, parking area, common areas, subfloor exterior walls, foundation and interior and exterior structural components, and shall make any necessary repairs thereto, whether extraordinary, foreseen or unforeseen. The Tenant, at its sole cost and expense, shall be responsible for and maintain the interior non-structural walls and any fixtures installed by or for the Tenant, including replacement of all filters for the HVAC system and the maintenance, repair, and replacement (if needed) of any fire extinguishers, and shall be responsible for keeping the interior the Leased Premises in a clean and orderly fashion, and for snow plowing the driveway/parking area of the Building serving the Leased Premises.

- b) Tenant shall be responsible for any damage or breakage to the Leased Premises, including all glass therein, unless such was caused by the negligence or intentional acts of Landlord or its invitees, employees, contractors, and agents and, subject to Landlord's written approval, shall repair any damaged or broken items with new items of equal quality and size. Tenant shall observe good housekeeping and maintain the Leased Premises, and immediately adjacent exterior areas, in a clean and healthful condition and free from trash, debris, mold, puddles of oil or water, and other materials, which may increase the chance of fire or accident. Landlord shall perform any maintenance or make any repairs to the Leased Premises and Building as Landlord desires or deems necessary for the safety, operation, or preservation of the Building, which includes the roof and roof membrane, exterior walls, HVAC system (replacement only), foundation, sewer/water/utility lines, and parking areas (except for snow plowing to be performed by Tenant, at its cost, as described in Section 9(a)). Tenant shall fully reimburse Landlord on demand for the cost of any repairs, maintenance, or replacements to the Leased Premises and/or Building necessitated by the acts or omissions of Tenant, invitees, employees, contractors, and agents.
- d) Tenant shall secure Landlord's written consent prior to the installation of fixtures and/or replacements to any component of the Leased Premises, including but not limited to any signs to be placed on the exterior of the Leased Premises or be visible through windows.

**11. Changes to Leased Premises by Tenant.** All alterations, modifications or other changes to any portion of the Leased Premises, including any construction, remodeling, decorating, or demolition, to be completed by Tenant (or any third-party hired by Tenant) (collectively "TI Improvements") must be approved by Landlord in writing, which approval may be withheld at Landlord's sole discretion, prior to any work being started. Landlord shall have the right to inspect any TI Improvements once completed. Tenant shall be responsible for providing Landlord with a copy of any plans prepared for or by Tenant outlining such TI Improvements, which shall comply with all local codes and ordinances and shall pay all costs associated with the TI Improvements including but not limited to any applications, inspections, or professional services required by Landlord or the applicable authorities. All alterations, modifications, or other changes to any portion of the Leased Premises shall become property of the Landlord; provided, however, that trade fixtures shall remain property of the Tenant and can be removed from the Leased Premises. Tenant shall make any repairs to the Leased Premises caused by the removal of any trade fixtures and shall be responsible for any damage caused by their removal. In addition, if Tenant paints the Leased Premises in a non-neutral color, as reasonably determined by Landlord, then Tenant shall repaint the Leased Premises in a neutral color approved by Landlord at such time designated by Landlord but no more than three (3) months prior to Lease expiration.

**12. Mechanic's Liens.** Tenant shall not permit any mechanic's lien or any other lien or encumbrance to be placed on the Leased Premises, the Building, or the real property, improvements, or buildings thereof, on account of Tenant's obligations to other persons, whether actual or disputed. Any claim to, or lien upon, the Leased Premises or the Building arising from any act or omission of Tenant shall accrue only against the leasehold estate of Tenant and shall be subject and subordinate to the paramount title and rights of Landlord in and to the Leased Premises or the Building. In the case of the filing of any lien, Tenant will promptly pay to the claimant an amount sufficient to discharge the lien fully and cause it to be waived or withdrawn. If the Tenant fails to effectuate the removal of the lien after 30 days after receiving written notice of the lien from the claimant, Landlord may, at its option, choose to satisfy the lien by payment of all monies claimed and obtain from the Tenant all incurred costs. Regardless of whether such claim is paid by Tenant or not, Tenant shall inform Landlord immediately of such claim, and provide a copy of the lien or other encumbrance, including the identity of the claimant, the amount, and the circumstances giving rise to the claim.

**13. Parking.** The Leased Premises shall include use of the parking area immediately adjacent to the Building, which may be designated by pavement markings. Such exterior area is to be used for parking and loading/unloading of vehicles during normal business hours and shall not be used for storage of any materials or other items, recreation, or overnight parking. Tenant shall have the right, simultaneously with the other tenants of the Building, to use the parking area immediately adjacent to the building, which may be designated by pavement markings.

**14. Condition of the Leased Premises on Return.** Upon termination of this Lease, for any reason, Tenant shall immediately and fully surrender the Leased Premises, with any and all improvements, in as good condition and repairs as when first received, natural wear and tear excepted, to Landlord, and shall deliver all keys, including copies, to Landlord at the address above. Landlord may, at its option, direct Tenant to remove all or any part of any improvements or alterations made by the Tenant and to return the Leased Premises to the original condition, excepting ordinary wear and tear, at Tenant's cost.

**15. Rights Reserved To Landlord.** Landlord reserves the following rights, which Landlord may exercise with reasonable notice to Tenant and without liability to Tenant, and which shall not be deemed to constitute an eviction or disturbance of Tenant's use or possession of the Leased Premises and shall not give rise to any claim for set-off or abatement of Rent or any other claim: (a) to change the name or street address of the Building or the suite number of the Leased Premises; (b) to install, affix and maintain any and all signs on the exterior or interior of the Building; (c) to make repairs, alterations, additions, or improvements in and about the Building (and for such purposes to enter the Leased Premises and interrupt or temporarily suspend services or use of common areas without eliminating Tenant's accessibility to Premises); (d) to retain keys to all doors within and into the Leased Premises; (e) to grant to any person the exclusive right to conduct any business or service in the Building; (f) to show or inspect the Leased Premises at reasonable times and upon reasonable notice and, if vacated or abandoned, to prepare the Leased Premises for re-occupancy; (g) to install, use and maintain in Leased Premises pipes, conduits, wires and ducts serving the Building, provided they do not unreasonably interfere with Tenant's use of the Leased Premises; and (h) to take any other action which Landlord deems reasonable in connection with the operation, maintenance, or preservation of the Building.

**16. Insurance.**

- a) Landlord, at all times during the Term, shall maintain fire and casualty insurance on the Building. Tenant, at Tenant's expense, shall maintain, at all times during the Term, the following insurance:
  - i) Comprehensive General Liability Insurance on an occurrence basis with minimum limits of liability in an amount \$1,000,000 for bodily injury, personal injury or death to any one person and \$500,000 with respect to damage to property, including water and sprinkler damage.
  - ii) Automobile Insurance or Hired & Non-Owned Automobile coverage with minimum amount of \$1,000,000.
  - iii) Fire insurance, with extended coverage, vandalism and malicious mischief endorsements, in an amount adequate to cover the full replacement value of all leasehold improvements and all fixtures, contents and wall and floor coverings in the Leased Premises.
  - iv) Umbrella/Excess Liability Insurance with minimum limits of liability in an amount of \$1,000,000.
- b) The policies referred to above shall name Landlord as an additional insured and shall not provide for deductible amounts in excess of \$1,000. Each policy referred to shall be issued by one or more responsible insurance companies licensed to do business in Illinois and reasonably satisfactory to Landlord and shall contain the following provisions and endorsements: (i) that such insurance may not be canceled or amended without 30 days' prior written notice to the Landlord; (ii) an express waiver of any right of subrogation by the insurance company against the Indemnitees; and (iii) that the policy shall not be invalidated should the insured waive in writing prior to a loss, any or all rights of recovery against any party for losses covered by such policies.
- c) Tenant shall deliver to Landlord, certificates of insurance of all policies and renewals thereof to be maintained by Tenant hereunder, not less than ten days prior to the Commencement Date and not less than ten days prior to the expiration date of each policy.

**17. Damage by Fire or Other Casualty.**

- a) In the case that the Leased Premises or the Building is damaged by fire or other casualty so that it is untenable, Landlord may, at its option, either terminate this Lease or repair the Leased Premises, and shall notify Tenant of Landlord's election in writing within 60 days after such damage. If Landlord chooses to terminate this Lease, the Term shall cease from the date of such damage or destruction, and Tenant shall in a commercially reasonable prompt manner remove all of Tenant's property from the Property and immediately surrender the Leased Premises to

Landlord, and Tenant shall pay Rent only to the time of such surrender. If Landlord chooses not to terminate this Lease, this Lease shall continue in full force and effect, and Landlord shall repair the Leased Premises within 180 days from date of destruction, placing the same in as good a condition as it was at the time of the damage or destruction and for that purpose may enter the Leased Premises, and Tenant shall be entitled to abate the Base Rent and the Additional Rent for the period during which the Leased Premises are untenable. In either event, Tenant shall remove all rubbish, debris, merchandise, furniture, equipment, and other personal property within ten days after the request of Landlord.

- b) If the damage to the Leased Premises or the Building does not render either untenable, then, Landlord shall repair the same with all reasonable promptness within 60 days of destruction, and in that case the Rent shall not abate. No compensation or claim shall be made by or allowed to the Tenant by reason of any inconvenience or annoyance arising from any repairs however this necessity may occur.
- c) Landlord shall not be obligated to repair or restore the Leased Premises or the Building if (i) the damage or destruction is due to an uninsured casualty, or (ii) if insurance proceeds are insufficient to pay for such repair or restoration. Landlord shall give notice within ten days of destruction if the Leased Premises will not be restored, and Tenant shall have the option to terminate this Lease by written notice to Landlord within ten days of notice that Landlord will not restore or repair the Leased Premises.
- d) Except to the extent caused by the gross negligence or willful misconduct of Landlord or its agents, Landlord shall not be liable for any loss or damage to any merchandise, fixtures, equipment or personal property of Tenant, and shall not be required to repair or replace such personal property in the event of any casualty loss, theft, vandalism or any other event causing such loss or damage. Landlord shall not be required to share any insurance proceeds or judgment awards with Tenant.

**18. Events of Default.** Each of the following shall constitute a breach of this Lease by Tenant and, in the event that Tenant fails to cure said breach within the applicable period, if any, an “Event of Default” by Tenant: (i) Tenant fails to pay any Rent or any other amount owed when due and such failure is not cured within five days after written notice from Landlord (which notice may be in the form of a landlord statutory five-day notice); (ii) Tenant fails to observe or perform any of the other covenants, conditions or provisions of this Lease to be observed or performed by Tenant and fails to cure such default within the time periods provided in this Lease or, if not so provided, within 15 days after written notice thereof to Tenant days (or immediately if the failure involves a hazardous condition); (iii) the leasehold interest of Tenant is levied upon or attached under process of law; (iv) Tenant abandons or vacates Leased Premises; (v) Tenant makes an assignment for the benefit of creditors; (v) any voluntary or involuntary proceedings are filed by or against Tenant or any guarantor of this Lease under any bankruptcy, insolvency or similar laws and, in the case of any involuntary proceedings, are not dismissed within 30 days after filing; or (vi) Guarantor, if any, shall be in breach of its obligations under its guaranty of Tenant's obligations under this lease.

**19. Landlord's Remedies.**

- a) Right of Re-Entry. Upon the occurrence of a Default, Landlord may elect to terminate this Lease and upon termination of this Lease, terminate Tenant's right to possession of the Leased Premises. Upon any such termination, Tenant shall immediately surrender and vacate Leased Premises and deliver possession thereof to Landlord. Landlord shall have the right to enter and repossess Leased Premises and to expel Tenant and any others who may be occupying the Leased Premises and to remove any and all property therefrom, without being deemed in any manner guilty of trespass and without relinquishing Landlord's rights to Rent or any other right given to Landlord hereunder or by operation of law. Should Tenant fail to collect any personal property from the Leased Premises or storage, title to such personal property shall vest in Landlord, without encumbrance, who shall have full authority to dispose of such in any way it may see fit, without compensation or liability to the Tenant or any other person. Without further perfection, the Landlord shall have a valid and first lien upon all personal property of the Tenant, now owned or hereafter acquired, as security for the performance of the terms of this Lease.

- b) Reletting. If Landlord terminates Tenant's right to possession without terminating this Lease, Landlord may relet the Leased Premises or any part thereof. In such case, Landlord shall use such efforts as may be required by law to relet the Leased Premises, on such terms as Landlord reasonably deems appropriate; provided, however, Landlord may first lease Landlord's other available space. Tenant shall reimburse Landlord for the costs and expenses of reletting the Leased Premises including all brokerage, advertising, attorney's fees, alteration, and other expenses incurred to secure a new tenant for the Leased Premises. In addition, if the consideration collected by Landlord upon any such reletting, after payment of the expenses of reletting the Leased Premises which have not been reimbursed by Tenant, is insufficient to pay monthly the full amount of the Rent, Tenant shall pay to Landlord the amount of each monthly deficiency as it becomes due.
- c) Other Remedies. Landlord may but shall not be obligated to perform any obligation of Tenant under this Lease. If Landlord so elects after reasonable written notice to Tenant, all costs and expenses paid by Landlord in performing such obligation shall be reimbursed by Tenant to Landlord on demand. No termination of this Lease and no taking possession of and/or reletting the Leased Premises shall relieve Tenant of its liabilities and obligations hereunder, all of which shall survive such expiration, termination, repossession or reletting. Tenant hereby waives and releases all rights now or hereafter conferred by statute or otherwise which would have the effect of limiting or modifying any of the provisions of this Section 18. Any and all remedies set forth in this Lease: (i) shall be in addition to any and all other remedies Landlord may have at law or in equity, (ii) shall be cumulative, and (iii) may be pursued successively or concurrently as Landlord may elect. The exercise of any remedy by Landlord shall not be deemed an election of remedies or preclude Landlord from exercising any other remedies in the future.
- d) No Waiver. No receipt of moneys by Landlord from Tenant after the termination of this Lease or Tenant's right to possession, or after the giving of any notice of the termination of this Lease or Tenant's right to possession, shall reinstate, continue or extend the Term or affect any notice theretofore given to Tenant, or operate as a waiver of the right of Landlord to enforce the payment of Rent payable by Tenant hereunder or thereafter falling due, or operate as a waiver of the right of Landlord to recover possession of the Leased Premises or any part thereof by proper remedy, it being agreed that after the service of notice to terminate this Lease or Tenant's right to possession or the commencement of any suit or summary proceedings, or after a final order or judgment for the possession of the Leased Premises, or any part thereof or interest therein, Landlord may demand, receive and collect any moneys due or thereafter falling due without in any manner affecting such notice, proceeding, order, suit or judgment, all such moneys collected being deemed payments on account of the Tenant's liability hereunder.
- e) In any civil action by either Party to enforce the terms and condition of this Lease, or to declare the rights and duties of the Parties hereunder, the prevailing Party shall be entitled to recover its reasonable attorney's fees, litigation expenses, and court costs.

## **20. Indemnification.**

- a) Except to the extent caused by the negligence or willful misconduct of Landlord or its agents, Tenant will indemnify, defend, and hold harmless Landlord and its agents from and against any and all claims, actions, damages, losses, judgements, liens, liability and expense, including reasonable fees of attorneys, investigators and experts, ("Claims") which may be asserted against, imposed upon, or incurred by Landlord or its agents and arising out of or in connection with loss of life, personal injury or damage to property in or about the Leased Premises or arising out of the occupancy or use of the Leased Premises by Tenant or its agents or occasioned wholly or in part by any act or omission of Tenant or its agents. Tenant shall use counsel approved by Landlord in defending Landlord against such Claims and shall obtain Landlord's written approval of any proposed settlements or other voluntary resolution of such Claims prior to agreeing to or entering into such. Tenant's obligations pursuant to this subsection shall survive the expiration or termination of this Lease.
- b) Except as provided by Illinois statute, Landlord shall not be liable for any damage occasioned by failure to keep the Leased Premises in repair, nor for any damage done or occasioned by plumbing, gas, water sprinkler, steam, sewerage, or other pipes, fixtures, and equipment bursting, leaking, or failing in or about the Leased Premises. Further, Landlord shall not be liable for damage caused by water, snow, or ice being upon or coming through the roof, skylights, hatches, or windows. Landlord shall not be liable for the acts or neglect of any owners or occupants of other property or damage insured, or subject to insurance, by the Tenant.

- 21. Holding Over.** If Tenant retains possession of the Leased Premises after the Expiration Date, or the termination or expiration of this Lease for any other reason, Tenant shall pay Landlord double the then current Base Rent for each month or partial month which Tenant retains possession of the Leased Premises after the expiration or termination of this Lease. The provisions of this Article shall not constitute a waiver by Landlord of any re-entry rights of Landlord hereinbefore or by law provided. Payment by Tenant of monies pursuant to this Article shall not be construed as liquidated damages or a limitation upon Landlord's remedies in the event that Landlord is reasonably unable to consummate a transaction with a third-party prospective tenant due to Tenant's unauthorized holdover. Alternatively, if such holdover shall continue for 30 days without Landlord's consent, then at the election of Landlord expressed in a written notice to Tenant and not otherwise, such retention of possession shall constitute a renewal of this Lease for one year, at a Rent equal to two hundred percent of the Rent during the previous year. Any such extension or renewal shall be subject to all other terms and conditions herein contained.
- 22. Notices.** Any notice, consent or other communication under this Lease shall be in writing and addressed to Landlord or Tenant at their respective addresses specified above in the Lease Summary (or to such other address as either may designate by notice to the other). Each notice or other communication shall be deemed given if sent by prepaid overnight delivery service, by certified mail, return receipt requested, postage prepaid, via e-mail (with a copy thereof to be sent by regular first class mail unless a responsive email is received from recipient within 24 hours following delivery, in which case no notice need be sent by first class mail), or in any other manner, with delivery in any case evidenced by a receipt, and shall be deemed to have been given on the business day of actual delivery to the intended recipient or on the business day delivery is refused. The giving of notice by either party's attorneys, representatives and agents under this Section shall be deemed to be the acts of such party.
- 23. Real Estate Brokers.** Tenant represents and warrants to Landlord that it has not dealt with any real estate broker, salesperson, agent or intermediary in connection with this Lease, and no such person initiated or participated in the negotiation of this Lease or showed the Leased Premises to Tenant. Tenant hereby agrees to indemnify and hold harmless Landlord from and against any, and all, liabilities and claims for commissions and fees arising out of a breach of the foregoing representations and warranty.
- 24. Guarantor.** If a Guarantor of this lease is identified in the Lease Summary above, the following shall apply: At the time this lease is executed and delivered, and as a material inducement to Landlord entering into this Lease with Tenant, Tenant shall deliver to Landlord, concurrently with this lease, a guaranty executed by the Guarantor, and properly acknowledged, in the form attached hereto as Exhibit B.
- 25. Miscellaneous.**
- a) Entire Agreement; Binding Effect. This Lease, together with the Exhibits attached hereto, contains the entire agreement between the Parties pertaining to the subject matter hereof. If there be more than one Tenant named herein, the provisions of this Lease shall be applicable to and binding upon such Tenant's, jointly and severally. This Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, legal representatives, successors and permitted assigns.
  - b) Modification of Lease. No modification of this Lease shall be binding upon the Parties unless evidenced by an agreement in writing signed by Landlord and the Tenant after the date hereof except as stated otherwise herein.
  - c) Tenant Assignment; Landlord Transfer of Interest. Tenant shall not assign or sublet its interest in this Lease without the prior written consent of Landlord which may be given in Landlord's sole discretion, and Tenant shall not grant a security interest in or pledge as collateral any contractual interest of Tenant under this Lease, except with the prior written consent of Landlord, and the failure of Tenant to obtain the prior written consent of Landlord shall render any such attempt to assign, sublet, or grant a security interest or lien in its rights or obligations void and of no force and effect. Landlord may transfer its interest in the Building and assign its interest in the Lease, whereupon Landlord shall thereafter be released from any liability under the Lease.

- d) Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than any installment or payment of Rent due shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or any letter accompanying any or payment of Rent shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or payment of Rent or pursue any other remedies available to Landlord. No receipt of money by Landlord from Tenant after the termination of this Lease or Tenant's right of possession of the Leased Premises shall reinstate, continue, or extend the Term. Tenant's covenant to pay rent is independent of any other covenant under this Lease and any claim against Landlord shall not be deducted against rent due.
- e) Time; Captions. Time is of the essence of this Lease and the performance of all obligations hereunder. The captions and headings in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of contents.
- f) Applicable Law. This Lease shall be construed in accordance with the laws of the State of Illinois. Each of the Parties hereto (i) consents to submit itself or himself to the personal jurisdiction and venue of any state court or any federal court located in the State of Illinois in the event any dispute arises out of this Agreement or any of the transactions contemplated by this Agreement; (ii) agrees that it or he will not attempt to deny or defeat such personal jurisdiction or choice of venue by motion or other request for leave from any such court; and (iii) agrees that it or he will not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any court other than a state court or federal court sitting in Will County in the State of Illinois. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each item, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.
- g) Landlord's Right to Perform Tenant's Duties. If Tenant fails timely to perform any of its duties under this Lease, Landlord shall have the right, but not the obligation, after the expiration of any grace period elsewhere under this Lease expressly granted to Tenant for the performance of such duty, to perform such duty on behalf, and at the expense of Tenant, without further prior notice to Tenant, and all sums expended or expenses incurred by Landlord in performing such duty shall be deemed to be Additional Rent under this Lease and shall be due and payable upon demand by Landlord.
- h) No Identifying Information. Tenant shall not distribute or disseminate any depiction of the Building (photographical or otherwise) that discloses the location of the Building or the Landlord's name without Landlord's prior consent which may be given in Landlord's sole discretion.
- i) Estoppel Certificate; Financial Statements. Within fifteen (15) days following a written request by Landlord, Tenant shall execute and deliver to Landlord an estoppel certificate, confirming, among other things, that the Lease is in full force and effect, that Tenant has not prepaid any Rent other than for the current month, that there exists no default by Landlord, and such other information reasonably requested by Landlord or Landlord's mortgagee or prospective mortgagee or purchasers. Tenant shall execute and deliver whatever other instruments may be reasonably required for such purposes. In addition, at any time during the Lease Term, Landlord may require Tenant to provide Landlord with a current financial statement and financial statements of the two (2) years prior to the current financial statement year, each such financial statement certified by an authorized officer of Tenant as being true and correct as of the date of such financial statement.
- j) Addendum. The Addendum, if applicable, attached hereto is hereby incorporated into the Lease as if first written herein.

[Signature Page to Follow]

**IN WITNESS HEREOF**, the Parties hereto have executed this Lease as of the date stated above, agreeing to be bound by its terms.

**LANDLORD:**

Peterson Properties Group, LLC  
an Illinois limited liability company

By: \_\_\_\_\_  
Name: Susan A. McCurdy  
Title: Manager

**TENANT:**

Village of Homer Glen

By: \_\_\_\_\_  
Name: Joseph D. Baber  
Title: Village Manager

**EXHIBIT A**  
**RENT SCHEDULE**

*Monthly Rent Schedule*

June 2026 – May 2027	<b>\$3,070</b>
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## AGENDA SUPPLEMENT SHEET

**Agenda Item Number:** K.6  
**Village Board Meeting Date:** March 25, 2026  
**Committee Meeting Date:** March 18, 2026 A&F

**Item Title:** Consider a Motion Approve the Bengtson's and Spring Grove Nursery combined quotes for a total of \$18,350.00 for the 2026 Spring parkway tree planting program.

**Motion for Consideration:** Is there a Motion to Approve the Bengtson's and Spring Grove Nursery combined quotes for a total of \$18,350.00 for the 2026 Spring parkway tree planting program?

**Committee Recommendation:** The Committee voted unanimously with a three (3) to zero (0) vote to approve the Bengtson's and Spring Grove Nursery combined quotes.

**Staff Contact:** Parks Director Jennifer Vittori

**Background Information:** The Parkway Tree Replacement Program is an annual project managed by the Parks Department. This marks the second year the department has overseen the coordination and implementation of this program.

Parks Department sought proposals from several area nurseries and landscaping contractors. Based on last year's successful experience, Parks Department recommends moving forward to continue to work with the same nursery and planting contractor. This will ensure consistency, quality, and a smooth planting process for the upcoming season.

### **Quotes**

<b>Bengtson Nursery</b>	<b>\$7,000.00</b>
<b>Spring Grove Nursery</b>	<b>\$11,350.00</b>
<b>Cedar Path Nurseries LLC</b>	<b>\$9,975.00</b>
<b>Goodmark Nurseries</b>	<b>\$8,967.50</b>

### **Attachments:**

1. **Bengtson**
2. **Spring Grove Nursery Quote**
3. **Cedar Path Nurseries LLC**
4. **Goodmark Nurseries**

**Budget Implications:** The cost for this will be paid out of line-item number 71-00-60-251.



# Bengtson Nursery

Phone (708) 301-5601

Mailing address: 19059 S. Parker Rd. Mokena, IL 60448

Invoice No.

202603

**Proposal**

**Customer**

Name Village of Homer Glen  
 Address 14240 151st St  
 City Homer Glen State IL ZIP 60491  
 Phone \_\_\_\_\_  
 Fax \_\_\_\_\_ Mobile \_\_\_\_\_

**Misc**

Date 3/1/26  
 \_\_\_\_\_  
 \_\_\_\_\_

Qty	Variety (Common Name)	Unit Price	TOTAL
40	Parkway Tree Program Deliver and Install 2-2.5" Parkway Trees Remove Soil and Mulch at a 2-3" depth  Trees	\$ 175.00	\$ 7,000.00
<b>Per Tree Average Cost</b>		Subtotal	\$ 7,000.00
		Discount	\$ -
		Subtotal Shipping	
		<b>TOTAL</b>	<b>\$ 7,000.00</b>

**Payment**

Check

Comments \_\_\_\_\_  
 Name \_\_\_\_\_  
 Credit Card # \_\_\_\_\_  
 Expires \_\_\_\_\_

**Signature in agreement to pay TOTAL**

\_\_\_\_\_



106 E. Spring Rd. Mazon IL 60444  
 P: 815-448-2097 F: 815-448-2139 bthomas@SpringGroveNursery.com

Order No. 184113  
 Customer No. 1237  
 Spring 2026

**SOLD TO:**

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

**SHIP TO:**

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

PO No.	Order Date	Ship Date	Ship Via	Terms	Ribbon Color
Spring 2026	03/04/26	04/01/26		NET30	

Ackn Qty	Botanical Name	Common Name	Size	Price	Amount
5	Ginkgo biloba 'Autumn Gold'	Autumn Gold Ginkgo	2.5"	\$365.00	\$1,825.00
5	Gymnocladus dioicus	Kentucky Coffee Tree	2"	\$235.00	\$1,175.00
5	Liquidambar styraciflua 'Worplesdon'	Worplesdon Sweetgum	2.5"	\$275.00	\$1,375.00
5	Liriodendron tulipifera	Tulip Tree	2"	\$235.00	\$1,175.00
5	Nyssa sylvatica 'MON2'	Majestic Black Tupelo	2"	\$265.00	\$1,325.00
5	Platanus x acerifolia 'Morton Circle'	Exclamation! London Planetree	2"	\$205.00	\$1,025.00
5	Quercus imbricaria	Shingle Oak	2.5"	\$285.00	\$1,425.00
5	Quercus muehlenbergii	Chinkapin Oak	2"	\$245.00	\$1,225.00

40	NET AMOUNT	\$10,550.00
	+ FREIGHT	\$800.00
	TOTAL	\$11,350.00

TERMS: Payment is due at the time of pickup or delivery. For NET 30 accounts, customer will pay all invoices within thirty (30) day of the date of the invoice. Past due accounts are subject to a service charge of 1.5% per month (18% per year), which shall accrue on a daily basis. All payments received shall be applied at the sole discretion of Spring Grove Nursery, Inc. Payments will be paid first to interest and then applied to principle. Past due accounts are immediately returned to C.O.D. terms. Failure of Spring Grove Nursery to observe or enforce any provision of the agreement shall not constitute a waiver of any provision of the Agreement. LIMITED WARRANTY: If any nursery stock proves to be untrue to the description or variety, under which it is sold, we hold ourselves in readiness, on proper proof, to replace such nursery stock that may prove to be untrue to description or name, or refund the original amount paid. We shall in no case be liable for any sum greater than the amount originally received for such inventory stock. Seller gives no warranty as to livability, express or implied. Claims must be made in writing within (5) days of receipt of order. Failure to present such a claim within (5) days shall constitute a waiver of all warranties, including waiver of all merchantability and the implied warranty of fitness to particular purpose. The right of rejection shall be deemed waived upon passage of that (5) day period. Buyer Signative Accepts Terms of Sale \_\_\_\_\_



**CEDAR PATH**  
*Nurseries*

**Cedar Path Nurseries LLC**

15235 W. Bruce Road  
Lockport, IL 60491

Phone: 815-838-4900  
Fax: 815-838-4999

ORDER NO.	1965008
CUSTOMER NO.	5541

**QUOTE**

**BILL TO:**

Village of Homer Glen  
14240 W 151st St  
Homer Glen, IL 60491-5902

Phone: 708-737-7695  
Contact: Melissa

**SHIP TO:**

Village of Homer Glen  
14240 W 151st St  
Homer Glen, IL 60491-5902

Phone: 708-737-7695  
Contact: Taylor Udarbe

DATE		SHIP VIA		F.O.B.		TERMS		
02/24/26				LOCKPORT		COD		
P.O. NUMBER		ORDER DATE		SALES PERSON		REFERENCE NO.		
		02/24/26		Barb				
QUANTITY			DESCRIPTION				UNIT PRICE	EXTENDED PRICE
ORDERED	ACK	SHIP						
5	5	0	Ginkgo biloba 'Autumn Gold' 2" AUTUMN GOLD GINKGO				386.00	1930.00
5	5	0	Gymnocladus dioicus 2" KENTUCKY COFFEE TREE				210.00	1050.00
5	5	0	Quercus imbricaria 2.5" SHINGLE OAK				220.00	1100.00
5	5	0	Quercus muehlenbergii 2.5" CHINKAPIN OAK				240.00	1200.00
5	5	0	Platanus acerifolia 'Exclamation' 2.5" EXCLAMATION PLANETREE				200.00	1000.00
5	5	0	Nyssa sylvatica 2.5" BLACK GUM				289.00	1445.00
5	5	0	Liriodendron tulipifera 2" TULIP TREE				225.00	1125.00
5	5	0	Liquidambar styraciflua 'Worplesdon' 2" WORPLESDON SWEETGUM				225.00	1125.00
40	40						<b>NET AMOUNT</b>	9975.00
							<b>BALANCE DUE</b>	9975.00



8920 Howe Road Wonder Lake, IL 60097  
 Phone: (815) 653-9293 Fax: (815) 728-0977

HOMER GLEN  
 JENNIFER VITTORI  
 14240 W. 151ST STREET  
 Homer Glen, IL 60491  
 USA

**Ship-to Address**

HOMER GLEN  
 JENNIFER VITTORI  
 14240 W. 151ST STREET  
 Homer Glen, IL 60491  
 USA

<b><u>Terms</u></b>	<b><u>Salesperson</u></b>	<b><u>PO#/Job Name</u></b>	<b><u>Shipment Method</u></b>
COD	Paul Ayers	SPRING QUOTE	Pickup at Location

Item No.	Description	Quantity	List Price	Item Discount \$	Your Price	Total Price
GINBPG-025	Ginkgo, Presidential Gold® 2.5"  SUB FOR AUTUMN GOLD	5	340.00	0.00	340.00	1,700.00
GYMDIO-020	Kentucky Coffee Tree 2"  LARGEST SIZE AVAILABLE	5	235.00	35.25	199.75	998.75
QUEIMB-025	Oak, Shingle 2.5"	5	275.00	41.25	233.75	1,168.75
QUEMUE-015	Oak, Chinkapin 1.5"  LARGEST AVAILABLE	5	230.00	34.50	195.50	977.50
PLAAMC-025	Planetree, Exclamation London 2.5"	5	240.00	36.00	204.00	1,020.00
NYSSYL-015	Tupelo 1.5"  ONLY SIZE AND VARIETY AVAILABLE	5	260.00	39.00	221.00	1,105.00
LIREMC-020	Tuliptree, Emerald City® 2"  LARGEST SIZE AVAILABLE	5	235.00	35.25	199.75	998.75

Sales Quote SQ-005987

LIQSWO-020	Sweetgum, Worplesdon American 2"	5	235.00	35.25	199.75	998.75
	LARGEST SIZE AVAILABLE					

Subtotal	8,967.50
Total Tax	0.00

**Total 8,967.50**

**Contact your sales rep to place items on order Today.**

To Schedule a Delivery contact Alex Barrera @ 224-223-9529 Cell or Office line 815-653-9293

To Schedule a Pickup contact Isis Escobar @ 224-223-9106 Cell or Office line 815-653-9293

Any item not listed cannot be quoted at this time.  
Pricing is good for 6 months from the date of the Quote.  
Availability changes daily.



## AGENDA SUPPLEMENT SHEET

**Agenda Item Number:** K.7  
**Village Board Meeting Date:** March 25, 2026  
**Committee Meeting Date:** March 18, 2026 A&F

**Item Title:** Consider a Motion to Approve the Bid Proposal from H&H Electric for the Streetlight Maintenance in the Village of Homer Glen in the Amount of \$39,344.64.

**Motion for Consideration:** Is there a motion to Approve the Bid Proposal from H&H Electric for the Streetlight Maintenance in the Village of Homer Glen in the Amount of \$39,344.64?

**Committee Recommendation:** The Committee voted unanimously with a three (3) to zero (0) vote to approve the bid proposal from H&H Electric for the Streetlight Maintenance in the Village of Homer Glen in the amount of \$39,344.64.

**Staff Contact:** Village Engineer, Brett Westcott PE

**Background Information:** The Village's current contract for streetlight maintenance has expired. The streetlight maintenance program is paid through Motor Fuel Tax (MFT) funds and as such requires a competitive bid process. The 2026 streetlight maintenance program was advertised on the Illinois Department of Transportation Contractors Bulletin in the month of February, and sealed bids were opened on Friday February 27<sup>th</sup>.

The results of the bid opening are as follows:

H&H Electric - \$39,344.64  
Lyons & Pinner Electric Co. - \$52,068.48  
Meade - \$73,184.64

H&H Electric bid documents were reviewed by Village staff and found to be correct and in order. Based on this review, staff recommends awarding the contract to H&H Electric.

**Budget Implications:** \$39,344.64 to be paid out of 20.00.75.412. Billing occurs in monthly installments of \$3,278.72.

**Attachments:**

- A) Bid results tabulation
- B) IDOT BLR 12330 – Acceptance of Proposal (H&H Electric)

VILLAGE OF HOMER GLEN - 2026 STREETLIGHT MAINT. PROG.

**BID SHEET**

CONTRACTOR	BID AMOUNT
H & H ELEC. COMPANY	\$ 4.36 \$ 39,349.64
MEADE	\$ 8.11 \$ 73,184.64
LP ELEC. COMPANY	\$ 5.77 \$ 52,068.48



Local Public Agency	County	Street Name/Road Name	Section Number
Village of Homer Glen	Will	VARIOUS - ST LGHT MNT	26-00000-01-GM

Bidder's Name

Bidder's Address	City	State	Zip Code
2830 Commerce Street	Franklin Park	IL	60131

In accordance with your proposal submitted on 02/24/26, a copy of which is in our files, you have been awarded the contract for  
Date of Submittal  
 furnishing the following materials required in the maintenance of the above designated project. Materials shall be inspected in  
Construction or Maintenance  
 accordance with current Departmental policies.

Item	Unit of Measure	Quantity	Unit Price	Amount
Routine Maintenance Exist. Street Lights	Each/Mo	9,024	\$4.3600	\$39,344.64
Total				\$39,344.64

Terms

Shipping Instructions

**For Municipal Projects**

Municipal Official Signature & Date

**For County And Road District Project**

Highway Commissioner Signature & Date

Illinois Department of Transportation  
 Concurrence in Approval of Award

Regional Engineer Signature & Date

County Engineer/Superintendent of Highways Signature & Date



## AGENDA SUPPLEMENT SHEET

**Agenda Item Number:** K.8  
**Village Board Meeting Date:** March 25, 2026  
**Committee Meeting Date:** March 18, 2026 A&F

**Item Title:** Consider a Motion to Approve a Contract with HR Green for Phase II Engineering Design and Bidding Services for a Wastewater Treatment Facility in the Amount of \$984,091.00.

**Motion for Consideration:** Is there a motion to Approve a Contract with HR Green for Phase II Engineering Design and Bidding Services for a Wastewater Treatment Facility in the Amount of \$984,091.00?

**Committee Recommendation:** The Committee voted unanimously with a three (3) to zero (0) vote to approve the contract with HR Green for Phase II Engineering Design and Bidding Services for a Wastewater Treatment Facility in the Amount of \$984,091.00.

**Staff Contact:** Village Engineer, Brett Westcott PE

**Background Information:** The Village has received a total of three (3) submittals in response to its request for proposals (RFP) for Wastewater Treatment Facility Engineering Design and Bidding Services. The proposals received are as follows:

- HR Green \$984,091.00
- Robinson \$992,200.00
- V3 \$1,129,553.00

HR Green provided a complete proposal that met or exceeded the requirements of the posted RFP and came in with the lowest price at \$984,091.00. Having completed the Village's Facilities Plan and submission for the Illinois Environmental Protection Agency State Revolving Fund low interest loan program, HR Green has been involved in many aspects of engineering services for the wastewater treatment facility (WWTF) to date and are well equipped to hit the ground running with engineering design. HR Green provides substantial experience with loan assistance and is equipped to assist the Village in loan applications and execution. A summary of the results from the RFP is attached which provides a compressed analysis of all the submittals with a side-by-side analysis.

Staff recommends award of the RFP to HR Green for Phase II Engineering Design and Bidding Services for the Villages proposed WWTF.

**Budget Implications:** \$984,091.00 to be paid out of 70.00.60.202.

**Attachments:**

- A) WWTF Phase II Engineering Design and Bidding RFP Results Summary
- B) HR Green WWTF Rider

# WWTF Engineering Design and Bidding Services Request for Proposal - Results Summary

VILLAGE ENGINEER  
BRETT WESTCOTT, P.E.

**CONTENTS**

**SECTION 1: Project Understanding and Approach ..... 1**

**SECTION 2: Team Members ..... 2**

**SECTION 3: Project Qualifications ..... 2**

**SECTION 4: Scope of Services ..... 4**

**SECTION 5: Work Breakdown and Schedule ..... 5**

## **SECTION 1: Project Understanding and Approach**

### HR GREEN

- Display an understanding of the VHG current wastewater situation.
- Well equipped to hit the ground running given their involvement in site selection study, topographic survey, wetland delineation, flood study and submission of their facilities plan to the IEPA for SRF funding.
- Acknowledge future design elements to facilitate expansion to 0.5 MGD.
- Address outfall into Fiddymet Creek and bank stabilization.
- Experience in IEPA and WIFIA loan assistance.
- Experience with Aeromod system design and have worked on similar projects.

### ROBINSON

- Display an understanding of the VHG current wastewater situation.
- Familiar with the proposed system and Village WWTP plans with their involvement in previous Feasibility Study.
- Acknowledge future design elements to facilitate expansion to 0.5 MGD and beyond.
- Experience with Aeromod system.
- Experience with IEPA loan assistance.

### V3

- Display an understanding of the VHG current wastewater situation.
- Familiar with the proposed system (Aeromod), suggest offering a shortlist of vendors (more than just Aeromod) to ensure best value and operational flexibility.
- Display an understanding of VHG initial build out and small user base – evaluate multiple funding options.
- Experience with IEPA and WIFIA loan assistance.
- Provided insight into more than just the WWTP, evaluate the parcel as a whole with examples of landscaping and architectural enhancements.
- Address outfall into Fiddymet Creek with stormwater BMP.

## SECTION 2: Team Members

<b>HR GREEN</b>	<b>ROBINSON</b>	<b>V3</b>
<b><u>In-House</u></b>	<b><u>In-House</u></b>	<b><u>In-House</u></b>
Project Management Building & Code Controls Eng. Electrical Loans/Funding Mechanical Site Civil/Stormwater Structural Survey Wastewater Process Eng. Wetland/Environmental	Project Management Loans/Funding Site Civil/Stormwater Survey Wastewater Process Eng.	Project Management Commercial Land Development Grant Funding Landscape Architect Loans/Funding Mechanical Site Civil/Stormwater Structural Survey Wastewater Process Eng. Wetland/Environmental
<b><u>Sub Consultants</u></b>	<b><u>Sub Consultants</u></b>	<b><u>Sub Consultants</u></b>
Architect Geotechnical	Architect Controls Eng. Electrical Geotechnical Mechanical Structural Wetland/Environmental	Architect Controls Eng. Electrical Geotech

## SECTION 3: Project Qualifications

### HR GREEN

- Regional Wastewater Treatment Plant Improvements – Village of Frankfort, IL
  - o Design and implement critical upgrades to increase plant size from 3.0 MGD to 4.67 MGD.
  - o Improvements to odor control, wastewater treatment process, replacement of outdated equipment.
- WWTP Improvements – City of Corning, IA
  - o Replacement of outdated equipment, system and process upgrades.
  - o Implementation of Aeromod system.
- WWTP Improvements – City of Wilton, IA
  - o Replacement of existing WWTP with an Aeromod system to upgrade treatment process to meet NPDES permit requirements.
  - o New wastewater building with control/lab restroom, electrical room and blower room.

- WWTP Improvements – City of Rock Valley, IA
  - o Increase plant capacity to 2.0 MGD.
  - o Significant process upgrades and enhancements.
- Eastern Gateway Regional Lift Station Rehab – Village of Cary, IL
  - o Design and construction services for a new lift station and force main to serve Eastern Gateway sub-area.
- Fiddymment Creek Sanitary Sewer – Village of Homer Glen, IL
  - o Design and construction services for installation of the Village of Homer Glen Fiddymment Creek sanitary trunk line.
- Heritage Park – Village of Homer Glen, IL
  - o Design and implementation of regional drainage improvements in what is now Heritage Park. Project provided 38ac-ft of wetland detention, 28 acres of new wetland and prairie, bioswale and fishing pond.
  - o Funded the project through 319 grant program.

### ROBINSON

- Sewer Treatment Plant Phase IV Improvements – Village of Bolingbrook, IL
  - o Design, bid services and inspection of plant improvement. Updated process components and updated aging parts of the system.
- WWTP Improvements – Village of Romeoville, IL
  - o Secured IEPA SRF funding.
  - o Design and bidding services for plant upgrades and improvements.
  - o System and process upgrades and enhancements. Piping upgrades and component consolidations.
- WWTP Improvements – Village of Itasca, IL
  - o Prepared IEPA SRF loan application and facilities plan.
  - o Performed plant evaluation to identify and address major concerns for improvements.
  - o Implemented propose plant improvements and updated aging components.
- Sanitary Lift Station Improvements – Village of Rockdale, IL
  - o Replaced an old, prefabricated lift station with updated equipment to renew the stations aged design and old equipment.
  - o Improvements extended service life of the pumps and increase ease of operation.

### V3

- WWTP Improvements Plum Creek Facility – Crete, IL
  - o Design work including lift station utilizing 3D modeling to assist in visualizing future operations and maintenance activities.
- Centerburg Water Reclamation District Facility – Centerburg, OH
  - o Planning, design and construction inspection on a new 0.3 MGD plant with options to expand to 0.6 MGD.
  - o Similar in size and design to the Villages proposed plant.

- WWTP Headworks & Screen Design – Canal Winchester, OH
  - o Developed and implemented master plan, design and permitting.
  - o Replaced existing influent building and remedied structural deterioration.
  - o Installation of lift station, screening equipment and odor control.
  
- Fairmont Watermain & Sanitary Improvements – City of Joliet, IL
  - o Securing ARPA funding, designing and delivering water and sewer mains including coordination with IDOT, county and gas utilities.
  
- I-80 Utility Relocation Services – City of Joliet, IL
  - o Design of 5,280ft of new sanitary and 7,920ft of water force main for IDOT.
  - o Substantial coordination and permitting with utilities including major gas companies.
  
- Thorn Creek Wetland Mitigation Bank – Will County Forest Preserve, IL
  - o Worked with Forest Preserve to create, build and manage wetlands.
  - o Establish connections with Will County Forest Preserve.

#### **SECTION 4: Scope of Services**

All submissions follow the scope requirements listed in the RFP, rather than repeat the items listed in the RFP scope, the following includes additional notes regarding items that were highlighted by the consultants on how they can best serve the Village for this project. Less bullet points does not necessarily reflect a lack of services, rather it reflects the submittal did not highlight potential items beyond what was included in the original RFP scope.

#### HR GREEN

- Involvement of entire project team at the very start of the project to offer unified and holistic project understanding from the perspectives of all the various disciplines.
- Discuss design changes with entire team to determine how they may impact other disciplines and project milestones.
- HR Green has already coordinated with equipment vendors to identify treatment solutions for the project including budgetary proposals and preliminary drawings. This will allow HR Green to dive directly into design, reduce costs and gain efficiencies.
- HR Green has completed a preliminary concept-level design for the WWTP.
- HR Green has collected valuable data from other clients, will share 'lessons learned' from those projects to make informed decisions about the selected equipment.
- Geotechnical work will include CCDD (clean construction demolition debris) testing for materials on site.

#### ROBINSON

- Implement data collection to identify any physical challenges to the project prior to start of preliminary design.
- Geotechnical work does NOT include CCDD (clean construction demolition debris) testing for materials on site.
- Robinson's proposal meets the requirements listed in the RFP scope, however there is not much highlighted beyond what was listed in the original RFP scope.

V3

- V3 proposes an aggressive schedule of 57 weeks from notice to proceed to production of plan documents.
- V3 has allotted hours for discussion of hotel and commercial developments on the property and setting aside space on the parcel for them. They have not allotted hours for any engineering, permitting or other support of those elements.
- V3 believes significant savings are available to the Village via competitive bidding of equipment supply and have allowed for this during the treatment process selection portion of their design. V3 will present layouts, schematics and operations and maintenance requirements of a variety of technologies for secondary treatment and will list their pros and cons.
- V3 will shortlist three treatment options, evaluate their proposals and provide a recommendation for Village selection.
- V3 has allotted for landscape architect input to provide year-round visual, audio and scent shielding of the facility from neighbors, businesses and roadway. Will also provide illumination modeling to confirm the facility is dark sky compliant.
- V3 has allotted for a presentation of the operational requirements of the new facility and will provide advice regarding future operations.
- V3 will present their 60% design in 3D using Revit and Civil 3D.

**SECTION 5: Work Breakdown and Schedule**

<b>HR GREEN</b>	<b>ROBINSON</b>	<b>V3</b>
<u><b>IEPA Loan Application</b></u> April 2027	<u><b>IEPA Loan Application</b></u> March 2027	<u><b>IEPA Loan Application</b></u> February 2027
<u><b>Design Completion</b></u> July 2027	<u><b>Design Completion</b></u> July 2027	<u><b>Design Completion</b></u> January 2027
<u><b>Open Bids for Construction</b></u> September 2027	<u><b>Open Bids for Construction</b></u> October 2027	<u><b>Open Bids for Construction</b></u> February 2027
<u><b>Total Billable Hours</b></u> 4,599	<u><b>Total Billable Hours</b></u> Not listed	<u><b>Total Billable Hours</b></u> 6,561
<u><b>Total Cost</b></u> <b>\$984,091.00</b>	<u><b>Total Cost</b></u> <b>\$992,200.00</b>	<u><b>Total Cost</b></u> <b>\$1,129,553.00</b>



## RIDER A

The Village of Homer Glen, (hereinafter referred to interchangeably as “Owner” or “Village”), and **HR Green**, (hereinafter to as referred “Company/Organization”), hereby acknowledge and agree that this RIDER A is hereby incorporated into the attached **Wastewater Treatment Facility Phase II Design and Engineering Services Proposal**, dated **01/30/2026**, between the Parties, (hereinafter referred to as “Proposal”). The Parties acknowledge that this RIDER A, and the Proposal, shall constitute the full and complete understanding between the Parties, **and the Parties further agree that to whatever extent the terms and provisions of this RIDER A conflict with the terms and provisions of the attached Proposal, the terms and provisions of this RIDER A shall control.** The Parties understand and agree that this RIDER A and the Proposal constitute the full Agreement between the Parties, and is referred to hereinafter as the “Agreement”.

### **I. Insurance:**

The Company agrees to procure and obtain insurance issued by a company or companies qualified to do business in the State of Illinois and provide the Village with evidence of credible insurance, in the following types and amounts:

- a) Worker's Compensation and Employer's Liability with limits not less than:
  1. Worker's Compensation: Statutory;
  2. Employer's Liability;
  3. \$1,000,000 injury-per occurrence
  4. Such insurance must evidence that coverage applies in the State of Illinois.
- b) Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned or rented not less than:  
Bodily Injury/Property Damage: Combined Single Limit:  
\$1,000,000 per accident.
- c) Comprehensive General Liability with coverage written on an “occurrence” as is and with limits no less than:
  1. Each Occurrence: \$ 1,000,000
  2. General Aggregate: \$2,000,000
  3. Products and completed operations: General Aggregate: \$2,000,000
- d) Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss. This policy must apply to the Commercial General

Liability and Motor Vehicle Coverage. Minimum amount \$5,000,000 in combination. An exception for a lower limit may be granted at the discretion of the Village of Homer Glen. Such an exception could be based upon other criteria such as a review of their safety record, information provided by references, and/or any established prior history. Company agrees to name the Village of Homer Glen, its officers, officials, Village President, Board of Trustees, agents, employees, representatives, volunteers, and attorneys, as additional insureds on the Comprehensive General Liability, Comprehensive Motor Vehicle Liability and Umbrella/Excess Policies. Company agrees to provide insurance with an endorsement naming the Village of Homer Glen and its officers, officials, Village President, Board of Trustees, agents, employees, representatives, volunteers, and attorneys as additional insureds. Company further agrees that all insurance policies are to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the Village.

e) Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The Village of Homer Glen, and its officers, officials, Village President, Board of Trustees, agents, employees, representatives, volunteers, and attorneys are to be covered as additional insureds on the general liability, auto and umbrella/excess policies. An endorsement naming the above as additional insureds, on a primary, noncontributory basis, must be submitted with the Certificate(s) of Insurance.
2. For any claims related to this Agreement, the insurance coverage must be primary insurance coverage at least as broad as ISO CG 20 01 04 13, as it relates to the additional insureds. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, volunteers and attorneys, must be in excess of the Company's insurance, and not contributory with or to the Company's insurance. Company must procure and maintain for the duration of the Agreement, and for 2 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder by the Company, its agents, authorized contractors, vendors, representatives, employees, and any sub-Companies.
3. The insurance shall contain no special limitation on the scope of protection afforded the Village, and shall contain a "contractual liability" clause. Athletic participation must not be excluded.
4. Insurance coverage shall waive all rights of subrogation against the Village.

## **II. Indemnification:**

To the maximum extent permissible by law, Organization shall protect, defend, indemnify and hold harmless the Village of Homer Glen, and its officers, officials, Village President, Board of Trustees, agents, employees, representatives, volunteers, and attorneys, (hereinafter referred to collectively as “Indemnitees”), from and against any and all claims, demands, losses, damages, causes of action, suits, and liability of every kind, including but not limited to all litigation expenses, court costs, expert fees, and attorneys’ fees, (“hereinafter collectively referred to as Claims”) for any injury to or death of any person, and any loss of or damage to any property that: (1) is caused, in whole or part by (i) the Organization, (ii) any sub-Organization, (iii) Organization’s contractor or subcontractor; or (iv) any third-party; and/or (2) caused in part by the Village and any of the other Indemnitees. Nothing herein shall be construed as to require Organization to indemnify the Indemnitees from any and all claims, damages, losses or expenses caused by the Indemnitees’ sole negligence. The Organization’s obligations to protect, defend, indemnify and hold harmless shall not be construed to negate, abridge, or otherwise reduce any other right or obligations that the Organization may have to protect, defend, indemnify, and hold harmless, which would otherwise exist as to any party or person described in this Paragraph.

The Organization shall also protect, defend, indemnify, and hold harmless the Indemnitees from any and all claims, demands, losses, damages, causes of action, suits, and liability of every kind, including but not limited to all litigation expenses, court costs, expert fees, and attorneys’ fees, incurred by the Village or any of the Other Indemnitees, by reason of Company’s breach of any of its obligations under, or Company’s default of any provision of this Agreement.

## **III. Miscellaneous Terms & Provisions:**

- a) 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.
- b) The Parties to this Agreement agree and acknowledge that the terms and provisions herein shall not be construed against either Party, as the drafter or primary drafter of this Agreement.
- c) Company has not relied on any oral statements that are not included in this Agreement. This Agreement supersedes all prior agreements and understandings concerning the subject matter of this Agreement.
- d) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of law provisions. Any legal action or proceeding relating to this Agreement shall be instituted in the Circuit Court of Will County, Illinois. The parties agree to submit to the jurisdiction of, and agree that venue is proper in, said court in any such legal action or proceeding.

- e) This Agreement may be executed in counterparts. Electronically executed copies are deemed to be the equivalent of physically signed originals. However, no signature shall be binding upon any one Party, unless all of the signatures to this Settlement and Agreement are duly executed by all Parties.

Agreed and Acknowledged by the Parties:

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

Company,  
(print name and title)

Signature

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

Village of Homer Glen,  
Village President or Village Manager

Signature

# **EXHIBIT A**

**Village of Homer Glen Request for Proposals  
Wastewater Treatment Facility  
Phase II Engineering Design and Bidding Services**



# HOMER GLEN

## Request for Proposals

**PROFESSIONAL ENGINEERING SERVICES  
WASTEWATER TREATMENT FACILITY – DESIGN  
ENGINEERING AND BIDDING SERVICES**

Proposals are due by 3:00 pm on Friday, January 30<sup>th</sup>, 2026.

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Contents

Section I:	Overview
Section II:	Project Details
Section III:	Proposal Submission Requirements
Section IV:	General Terms and Conditions
Section V:	Evaluation and Selection Process
Section VI:	Submittal Checklist
Section VII:	Proposal Summary Sheet
Section VIII:	Certifications and Assurances
Section IX:	References
Section X:	Non-Collusion Certificate
Section XI:	Contract
Section XII:	Notice

## Section I: Overview

The Village of Homer Glen is requesting proposals from qualified and experienced consultants to provide design and bidding services for a new wastewater treatment facility.

All questions related to this proposal must be submitted in writing, no later than 12:00pm local time on **Friday, January 23<sup>rd</sup>, 2026 (1/23/2026)** to:

Brett Westcott, PE  
Village Engineer  
Email: [bwestcott@homerglenil.org](mailto:bwestcott@homerglenil.org)

Prior to the submission deadline, the Village will publicize answers to questions or any modifications or additions to this RFP in the form of a written Addendum which will be posted on the Village website by **Monday, January 26<sup>th</sup>, 2026 (1/26/2026)**.

No verbal/oral comments will be made to any Proposer as to the meaning of the RFP, Specifications or other contract documents. Answers will be provided in writing to all potential Proposers. **Proposers are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the submission.**

Proposals must be submitted no later than 3:00pm, local time, on **Friday, January 30<sup>th</sup>, 2026 (1/30/2026)**. Proposals received after this date and time will not be accepted; all proposals received after the submittal deadline will be rejected and returned unopened. Proposals must include all information and documents as requested in this Request for Proposal. Failure to follow these instructions may result in rejection of the proposal.

The Village of Homer Glen reserves the right to reject any and all proposals and void any irregularities. Proposals will be opened and evaluated in private and proposal information will be kept confidential until an award is made. Important dates and RFP schedule as shown below:

Question Submittal Deadline	January 23, 2026 (1/23/26)
Proposal Deadline	January 30, 2026 (1/30/26)
Shortlist for Interviews (if needed)	Week of February 2, 2026
Interviews (if needed)	Week of February 9, 2026
Consultant Selection	Week of February 16, 2026
Village Admin & Finance Meeting	March 4, 2026 (3/4/26)
Village Board Meeting	March 11, 2026 (3/11/26)
Notice to Proceed	March 12, 2026 (3/12/26)

## Section II: Project Details

### Community Profile

Homer Glen, Illinois, is a home-rule community of 24,664 residents located in northeastern Will County, approximately 25 miles southwest of Chicago. The Village was incorporated on April 17, 2001 and is home to a unique blend of open space, residential developments and vibrant commercial corridors. Homer Glen is one of Will County's largest municipalities encompassing more than 22 square miles.

### Background

The Village of Homer Glen, IL (Village) is seeking a wastewater treatment solution. Wastewater from the Village is currently being conveyed to the City of Lockport, IL (Lockport) for treatment.

The Village has selected a long-term treatment process and is seeking proposals from qualified design firms for the engineering design and bidding services for a municipal wastewater treatment facility (WWTF). The Village desires to select one firm or team whose capabilities and experience meet the needs of the Village. The Village intends to use the results of this process to develop and award a contract for services identified for the proposed WWTF.

In September 2025 a Project Plan (Plan) was submitted by the Village to the Illinois EPA (IEPA) to secure funding from the State Revolving Fund (SRF) loan program to fund the construction of the proposed WWTF. The Plan considered alternative long-term wastewater treatment options and recommended the Village construct a new WWTF using an integrated common wall treatment system. The WWTF will be located on the Village's recently purchased property northeast of the intersection of S. Gougar Road and W 159th Street.

The Village has completed a flood study, wetland delineation study and a full topographic survey for the parcel. These documents will be made available to the selected consultant after award. Please do not include the cost for these items in your proposal.

### Key Design Elements:

- Construct a lift station along Gougar Road to capture flow downstream of the existing gravity sanitary sewer system and to convey flow to the new WWTF via new force main.
- New WWTF sized for an average design flow of 0.25 MGD (Phase 1). WWTF layout and design shall consider elements necessary for a future average design flow of 0.5 MGD (Phase 2). WWTF shall include:
  - Screening structure
  - Biological Treatment System
  - Sludge Holding Tanks
  - Tertiary Filtration
  - UV Disinfection System

RFP: Village of Homer Glen – Wastewater Treatment Facility

- Building to house laboratory, electrical room, and blowers
- Emergency generator
- Access road and facility parking
- Gravity sewer outfall into Fiddymont Creek
  
- Stormwater/Wetland Detention Pond and landscape screening
- Potable well for water supply to the wastewater treatment plant, building and laboratory.

Critical Milestones:

- Advertise for Bids and Obtain Loan Agreement: Fall of 2027
- Construction Start Date: January 2028
- Completion of Construction: January 2030

The proposal shall include the work identified below. As this project is anticipated to be funded by SRF, all regulations relating to SRF funds will apply to this project

The following table provides a summary of applicable sections to include in the RFP. Relevant information pertaining to each section can be found below.

PROPOSAL SECTION	MAXIMUM PAGE LIMIT
Cover Letter	1
Project Understanding and Approach	3
Team Members	2
Project Qualifications, Experience, and References	2

1.1 Cover Letter (1 Page Maximum):

Cover letter to include basic information on project consultant team, key team members and applicable roles, and signed by an individual qualified to obligate the proposer.

1.2 Project and Local Understanding and Approach (3 Page Maximum):

Prepare documents outlining key project components, team’s understanding of the Village of Homer Glen, and experience with designing the necessary treatment components, explain why your understanding of the project is important to the Village of Homer Glen.

1.3 Team Members (2 Pages maximum):

Provide a chart outlining key team members and subconsultants and the applicable roles/tasks they will complete. Include staff that will provide most of the labor effort. Provide an overview of the key team members’ qualifications with their relevant experience. Provide resumes (2 pages maximum) for key staff from project team org chart. The resumes of key staff are not counted in the 2 pages maximum referenced above for team members.

1.4 Project Qualifications, Experience, and References (2 Pages Maximum):

Consultant is required to have skills and experience in performing or managing the aspects of work described in this Request for Proposals. Consultant to provide a summary of the experience in the proposal. Experience with Homer Glen and the proposed treatment process is preferred.

1.5 Scope of Services (2 Pages Maximum):

The following is offered to describe the general extent of services to be provided by the consultant. This is not necessarily all-inclusive, and the consultant shall include in the proposal any tasks and services deemed necessary to satisfactorily complete the project. The Village will rely on the firm to develop a final scope of services identifying necessary tasks, meetings and deliverables.

*Task 1 - Project Management/General:*

Task 1.1 – Project Management

1. Coordinate all project management tasks.
2. Provide monthly progress reports detailing project completion estimates and costs to date.
3. Complete invoices
4. Monitor quality control and quality assurance plan
5. Manage deliverables and overall project schedule

Task 1.2 – Project meetings

Consultant is to schedule and conduct periodic meetings with Village. A minimum list of meetings is outlined below.

1. Kick-off meeting:
  - a) Kick off meeting with Village to review the scope of required services, design criteria and expectations, obtain background information, and establish/review tentative schedule for completion.
  - b) Develop meeting schedule and develop communication processes
2. Progress meetings:
  - a) Facilitate monthly progress meetings with applicable project team members to provide project status update, discuss design details, and project design/construction budget.
  - b) Prepare meeting agenda and meeting minutes.

3. Project Milestone Meetings:
  - a) Complete project milestone meetings at the 30%, 60%, and 90% design level.
  - b) Prepare meeting agenda and meeting minutes.

## *Task 2 – Design Services*

### Task 2.1 – Preliminary Design

1. Field Survey – Complete topographic field survey as required
2. Geotechnical Investigations – Complete geotechnical investigations as required.
3. Develop key project design criteria, preliminary list of drawings and specifications, site considerations, and engineers' opinion of probable cost (EOPC).
4. Prepare a layout of the WWTF based on Village input showing the proposed WWTF site plan, flow diagrams and utility impacts. Consideration should be made for future expansion.
5. Review existing studies and reports. Develop memorandum confirming project design criteria based on the capacity of existing infrastructure and future needs.
6. Coordinate and attend milestone review meeting.

### Task 2.2 – Final Design

1. Further develop drawings and specifications of preferred concept, sequence of construction, site considerations, finalize building and site layout, process piping sizes and equipment locations. Provide 60 percent cost estimate.
2. Coordinate and attend a milestone design review meeting.
3. Coordinate with private utilities for service to the WWTF project site.

### Task 2.3 –Design Completion

1. Finalize drawings and specifications, sequence of construction, site considerations, process and instrumentation diagram and cost estimate.
2. Coordinate and attend a milestone design review meeting.
3. Complete construction contract documents.

### Task 2.4 - Permitting

1. Prepare and submit applicable permit applications to various regulatory agencies.
2. Prepare and submit required permit applications to the relevant private utilities for service to the WWTF site.

Task 2.5 - IEPA Loan Application Assistance

1. Assist the Village with preparation of various ordinances and resolutions required for IEPA SRF loan commitment.
2. Assist the Village in responding to requests from IEPA regarding the loan and information required for loan approval.
3. Submit Funding Nomination Form annually

*Task 3 – Bidding Services*

Task 3.1 – Pre-Bid Conference

1. Attend pre-bid conference
2. Prepare agenda and meeting minutes

Task 3.2 – Addenda

1. Prepare and assist the Village in issuing addenda

Task 3.3 – Bid Opening/Tabulation

1. Review tabulated bids, contractor references as necessary, and prepare recommendation letter for award

Task 3.4 – Conformed Drawings/Specification

1. Prepare conformed set of Drawings and Specifications based on changes identified during the bidding phase.

1.6 Work Breakdown and Schedule (2 Pages Maximum):

Provide detailed spreadsheet showing applicable tasks, project team members and roles, and personnel hours.

### **Section III: Proposal Submission Requirements**

Proposers shall complete and submit the requested forms included in Sections VII – X. The Village will only accept proposals in bound hard copy format and does not accept proposals submitted via fax, email, or other electronic means.

Proposals are to be submitted in a sealed Package to:

Village of Homer Glen  
Attn: Brett Westcott P.E., Village Engineer  
14240 W. 151<sup>st</sup> Street  
Homer Glen, IL 60491  
(630) 740-2447  
[bwestcott@homerglenil.org](mailto:bwestcott@homerglenil.org)

With the following on the outside of the envelope:

- Company Name
- RFP Title
- Due Date and Time

Package must include:

- One (1) Original Proposal, identified as “Original”
- One (1) Copy of Proposal
- One Copy of Proposal on a Flash Drive – Include both original and public viewing versions, if applicable.

The final scope of work will be determined between the selected Proposer and the Village. All work shall be completed using the latest IDOT, Village of Homer Glen and Will County design and construction standards, guidelines, practices and procedures where applicable.

All material submitted regarding this RFP becomes the property of the Village of Homer Glen, unless otherwise noted in the RFP.

The Village reserves the right to cancel this RFP at any time, without penalty.

Once submitted, no proposal may be withdrawn without the Village’s consent.

## Section IV: General Terms and Conditions

### Award

Award of the contract is subject to Board Approval. The Village award will be made within ninety (90) days after the date of the proposal opening, or any mutually agreed extension thereof.

The following terms and conditions must be met in the Proposer's preparation and the Village's consideration of each submittal:

1. Compliance with Laws:

- a. All services of any qualifying Proposer shall comply with all Federal and State of Illinois laws, county and municipal codes, ordinances, rules and regulations that in any manner affect the services to be provided or the operations of the firm, including, but not limited to, the Prevailing Wage Act, the Illinois Procurement Code, and all laws governing employment.
- b. A qualifying Proposer shall certify that it shall not discriminate against any worker, job applicant, employee, or member of the public, because of race, creed, color, sex, sexual orientation, age, handicap, or national origin, and shall not otherwise commit any unfair employment practice, and that it shall comply with all requirements of the Illinois Human Rights Act, as amended (775 ILCS 5/101, et. seq.), and all rules and regulations of the Illinois Department of Human Rights and the Equal Opportunity Commission.
- c. A qualifying Proposer shall further certify that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code (30 ILCS 500/1-1, et. seq.); and further certifies that it has not been barred from contracting with a unit of State or local government as a result of any violation of Sections 33E-3 or 33E-4 of the Illinois Criminal Code {720 ILCS 5/33E-3, 33E-4}.
- d. A qualifying Proposer shall also certify that its workplace complies with the Drug Free Workplace Environment Act {30 ILCS 580/1, et. seq.}, and that it provides a written program for prevention of substance abuse among employees and testing of employees for substance abuse, in accordance with the Substance Abuse Prevention Act (820 ILCS 265/1, et. seq.).
- e. A qualifying Proposer shall have the ability to obtain all necessary licenses, permits and approvals, whenever applicable.
- f. A qualifying Proposer shall submit a completed and signed Certifications and Assurances form (Section VIII).

2. Insurance and Indemnification:

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

c. Insurance Requirements:

The Organization agrees to obtain insurance issued by a company or companies qualified to do business in the State of Illinois and provide the Village with evidence of credible insurance, in the following types and amounts is necessary:

- a) Worker's Compensation and Employer's Liability with limits not less than:
  - 1. Worker's Compensation: Statutory;
  - 2. Employer's Liability;
  - 3. \$1,000,000 injury-per occurrence
  - 4. Such insurance must evidence that coverage applies in the State of Illinois.

- b) Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned or rented not less than:  
Bodily Injury/Property Damage: Combined Single Limit: \$1,000,000 per accident.
- c) Comprehensive General Liability with coverage written on an “occurrence” as is and with limits no less than:
  - 1. Each Occurrence: \$ 1,000,000
  - 2. General Aggregate: \$2,000,000
  - 3. Products and completed operations:  
General Aggregate: \$2,000,000
- d) Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss. This policy should apply to the Commercial General Liability and Motor Vehicle Coverage. Minimum amount \$5,000,000 in combination. An exception for a lower limit may be granted at the discretion of the Village of Homer Glen. Such an exception could be based upon other criteria such as a review of their safety record, information provided by references, and/or any established prior history. Organization agrees to name the Village of Homer Glen, its officers, officials, Village President, Board of Trustees, agents, employees, representatives, volunteers, and attorneys, as additional insureds on the Comprehensive General Liability, Comprehensive Motor Vehicle Liability and Umbrella/Excess Policies. Organization agrees to provide insurance with an endorsement naming the Village of Homer Glen and its officers, officials, Village President, Board of Trustees, agents, employees, representatives, volunteers, and attorneys as additional insureds. Organization further agrees that all insurance policies are to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the Village.

e) Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The Village of Homer Glen, and its officers, officials, Village President, Board of Trustees, agents, employees, representatives, volunteers, and attorneys are to be covered as additional insureds on the general liability, auto and umbrella/excess policies. An endorsement naming the above as additional insureds, on a primary, noncontributory basis, must be submitted with the Certificate(s) of Insurance.
2. For any claims related to this Agreement, the insurance coverage must be primary insurance coverage at least as broad as ISO CG 20 01 04 13, as it relates to the additional insureds. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, volunteers and attorneys, must be in excess of the Organization's insurance, and not contributory with or to the Organization's insurance. Organization must procure and maintain for the duration of the Agreement, and for 2 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder by the Organization, its agents, authorized contractors, vendors, representatives, employees, and any sub-Organizations.
3. The insurance shall contain no special limitation on the scope of protection afforded the Village, and shall contain a "contractual liability" clause. Athletic participation must not be excluded.
4. Insurance coverage shall waive all rights of subrogation against the Village.

## **Section V: Evaluation and Selection Process**

All proposals submitted in response to this RFP will be evaluated by a committee of the Village, in accordance with the criteria described below. Consultant's proposals will be evaluated on the criteria listed below. These criteria will be the basis for reviewing the written proposals and determining the short-list of consultants for interviews (if required). Total scores will be tabulated, and the consultant with the proposal that is deemed to be the most advantageous to the Village will be selected. If the Village requests presentations by short-listed firms, committee members may revise their initial scores based upon additional information and clarification received in this phase. In preparing responses, firms should describe in detail how they propose to meet the specifications as detailed in the previous sections. Specific factors will be applied to proposal information to assist the Village in selecting the most qualified firm for this contract. Evaluation criteria that will be used are as follows, listed in order of relative importance:

1. Company and Personnel Qualifications
  - Qualifications and abilities of professional personnel.
  - Experience on similar projects as a team.
  - Commitment of key members to project.
  - Firm's size, organizational structure and flexibility.
  - Firms' technical disciplines and capabilities of sub-consultants on team.
  - References for company and personnel.
  
2. Recent Experience with Similar Projects/Work
  - Firm's recent, relevant project history (Village, Other Communities, Will County).
  - Demonstrated ability to control costs.
  - Demonstrated ability to meet schedule.
  - Demonstrated ability to do quality work.
  
3. Approach to Scope of Work
  - Firm's demonstrated clear understanding of the project goals.
  - Aggressiveness of project schedule.
  - Has the firm formulated a successful approach to the project?
  - Where appropriate, are possible design alternatives suggested?
  - Where appropriate, has the firm exhibited sensitivity to public concerns?

4. Project Control

- Cost Control.
- Scheduling Method.
- Quality Control.

5. Proximity to Project Location

- Provide office locations for project personnel.
- Team's work location relative to the project location.

6. Proposed Scope and Fee

- Does the Scope of Work align with the identified scope and the Village's Goals?
- Has the consultant identified innovative alternatives or well thought out additions to the scope?
- Is the fee commensurate with the scale and type of work?

A presentation and/or demonstration may be requested by short-listed offerors prior to award. A presentation/demonstration may not be required, and therefore, complete information should be submitted with your proposal.

## Section VI: Submittal Checklist

Please submit the following items:

- A technical proposal as described in this RFP.
- Signed and completed required forms included in Sections VII - X.
- Three references.
- Insurance requirements.
- Acknowledgement of Addenda – Proposers are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the proposal submission.
- Proposal – Proposer must submit one (1) flash drive containing the full proposal electronically and two (2) complete signed, sealed and attested copies of the proposal. (1 Original, 1 Copy)
  - a. Proposals are to be submitted in a sealed Package to:  
Village of Homer Glen  
Attn: Brett Westcott P.E., Village Engineer  
14240 W. 151<sup>st</sup> Street  
Homer Glen, IL 60491  
(708) 301-0632 Ext. 117  
bwestcott@homerglenil.org
  - b. With the following on the outside of the envelope:
    - i. Company Name
    - ii. RFP Title
    - iii. Due Date and Time

## Section VII: Proposal Summary Sheet

HR Green, Inc. \_\_\_\_\_ (Name of Organization) proposes to provide services for the Village of Homer Glen's WWTF design project, as outlined herein; for the total cost of \$ 984,091.00 \_\_\_\_\_. This includes all services, labor, material, equipment, supervision, and any other items considered a billable expense.

Signed:  \_\_\_\_\_

Printed Name:  
Michael J. Halde, PE  
\_\_\_\_\_

Title:  
Practice Leader - Water/Wastewater  
\_\_\_\_\_

Address:  
323 Alana Drive  
\_\_\_\_\_

City/State/Zip:  
New Lenox, IL 60451  
\_\_\_\_\_

Phone:  
713.338.8015  
\_\_\_\_\_

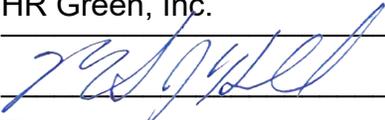
Email:  
mhalde@hrgreen.com  
\_\_\_\_\_

Dated:  
January 30, 2026  
\_\_\_\_\_

**Section VIII: Certifications and Assurances**

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. The attached proposal is a firm offer for a period of 90 days following receipt, and it may be accepted by the Village without further negotiation at any time within the 90-day period.
2. In preparing this proposal, I/we have not been assisted by any current or former employee of the Village whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this proposal. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
3. I understand that the Village will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals will become the property of the Village, and I/we claim no proprietary right to the ideas, writings, items, or samples.
4. I/we warrant that, in connection with this procurement:
  - a. The price and/or cost data have been arrived at independently, without consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any competition.
  - b. Unless otherwise required by law, the prices and/or cost data which have been submitted have not knowingly been disclosed by him/her prior to opening, in the case of a proposal directly or indirectly to any other competitor
  - c. No attempt has been made or will be made by the consultant to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Company HR Green, Inc.  
Signature  Date January 30, 2026  
Title Practice Leader - Water/Wastewater

## Section IX: References

Organization: Village of Frankfurt  
Address: 432 W. Nebraska Street  
City, State, Zip: Frankfurt, IL 60423  
Phone Number: 815.469.2177  
Contact Person: Zachary Brown, AICP, CFM  
Name of Project: Regional WWTP Improvements  
Date of Project: 2020

Organization: Village of New Lenox  
Address: 1 Veterans Parkway  
City, State, Zip: New Lenox, IL 60451  
Phone Number: 815.215.4803  
Contact Person: Brian Williams  
Name of Project: WWTP Consolidation  
Date of Project: 2022-Ongoing

Organization: Village of Cary  
Address: 755 Georgetown Drive  
City, State, Zip: Cary, IL 60013  
Phone Number: 847.639.0003  
Contact Person: Erik Morimoto, PE, PTOE, CFM  
Name of Project: WWTP Fine Screen Installation, Rotary Park Well and WTP, Etc.  
Date of Project: 2024-Ongoing

## Section X: Non-Collusion Certificate

The Undersigned Bidder is not barred from bidding for this Contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Chapter 38 of the Illinois Revised Statutes concerning bid rigging, rotating, kickbacks, bribery and interference with public contracts.

HR Green, Inc.

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(Printed Name of Firm)

323 Alana Drive

---

Address

New Lenox

IL

60451

---

City

State

Zip Code



---

Signature of Authorized Representative

Practice Leader - Water/Wastewater

January 30, 2026

---

Title

Date

## **Section XI: Contract**

The Village reserves the right to make an award without further discussion of the proposal submitted or to not make any award. The proposal must be submitted initially on the most favorable terms which the firm can propose. The firm shall enter into a written contract, which shall be submitted to the Corporate Authorities of the Village for approval. Final acceptance of the proposal shall only be complete under Corporate Authorities acceptance of a contract executed by the Proposer.

The Proposer should be prepared to accept a contract resulting from this RFP. It is understood that the proposal will become a part of the official file on this matter, without obligation to the Village.

This RFP does not obligate the Village to contract for services specified herein.

## **Section XII: Notice**

1. This RFP is not a contract or offer of employment.
2. The cost of preparation of proposals shall be the sole obligation of the Proposer.
3. All submitted proposals, whether accepted or rejected, are the property of the Village of Homer Glen.
4. The firm selected to perform the work must enter into a standard Village of Homer Glen contract, as written by the Village in consultation with the successful firm.

# **EXHIBIT B**

**HR Green Proposed Scope of Services**

## Section 4 – Scope of Services

### Project Management

- HR Green understands the importance of frequent communication and engagement with the staff at the Village, as well as permitting and review agencies. This is a continuous process that begins even before the start of design and works towards the successful completion of the project. We strive to provide an environment of open dialogue that fosters input and buy-in during design, throughout construction, and even for future operations maintenance related to this project. We have an experienced staff that has built relationships with the regulatory agencies and looks forward to working with the Village staff.
- At HR Green, we involve the entire project team at the very start of the project to offer a unified and holistic project understanding from the perspectives of civil/process, electrical, structural, mechanical, and architectural disciplines. As a team, we discuss the proposed approach, major project objectives, key project constraints, milestones, and deadlines. Having these discussions with all the disciplines early on helps us to reduce future rework and allows us to stay on schedule.
- We know how critical it is to keep the entire team informed about major design changes and challenges as they arise. Prior to making design changes, we discuss how this may impact other disciplines and project milestones.

### Project Meetings

- Effective team communication is critical to the success of this project. As the **Project Manager (PM), Ravi Jayaraman will establish consistent team communications.**
- A kick-off meeting will be used to establish the project approach, including communication methods, document and deliverable standards, and quality management. The meeting will offer an opportunity for HR Green to obtain a holistic understanding of the project, including the Village's key objectives and wish list items, potential design constraints, etc.
- We will have virtual design workshop meetings with the Village staff at major project milestones (30%, 60%, and 90%) to keep the Village involved throughout the design process and to discuss key design decisions. This approach allows us to incorporate Client comments early on and avoids significant rework at later design stages.
- HR Green will also schedule monthly virtual progress meetings with the Village to provide updates on the design, to answer questions, and to facilitate proactive decision making that reduces the likelihood of rework.

### Preliminary & Final Design

- Project Survey – Full topographic survey has already been completed for the Village-owned parcel where the WWTF will be constructed. Additional topographic survey will be completed by our in-house Professional Land Surveyor along Gougar Road for the proposed lift station and the force main.
- Existing Utilities – HR Green will contact existing utility companies for field locates and information requests to help gather relevant information for design.
- Geotechnical Investigation – HR Green will team with MSET, Inc. (subconsultant to HR Green) to provide soil borings and to develop a geotechnical report to construct the proposed lift station, force main, WWTF, and gravity outfall sewer. The geotechnical investigation includes Clean Construction or Demolition Debris (CCDD) testing.
- As part of the **Project Plan**, HR Green has already coordinated with equipment vendors to identify treatment solutions for the project, including budgetary proposals and preliminary drawings for the Aero-Mod system, center flow screens, disc filtration, and UV disinfection. With this preliminary work completed, HR Green can dive into the design immediately, reducing design costs, gaining efficiencies, and keeping the project on schedule. HR Green will continue coordinating with vendors to fine-tune the design as needed.
- HR Green has also developed a concept-level design for the WWTF which will be used as a starting point for the preliminary design. Once the Village approves the preliminary layout, draft architectural exhibits will be prepared for the proposed buildings. Stromland + De Young + Prybys Architecture Group (SDPA Group) will lead the architectural design efforts and will develop up to three iterations of renderings for the architectural style of the proposed WWTF buildings.
- Over the years, we have collected valuable data from our other municipal Clients about the experiences and perspectives they have with various treatment technologies. We share applicable perspectives, insights, and “lessons learned” to allow our Clients to make an informed decision about the selected equipment.
- As the design evolves, prepare design drawings and specifications (CSI format) and submit to Village for review and comment. The submittals will include the appropriate level of design, detailed schedule of quantities, opinions of cost estimates, and design memoranda summarizing the project design criteria. Submittals will be provided at the 30%, 60%, and 90% design levels.

- Meet with the Village following each submittal to review and discuss comments, incorporate comments as appropriate and finalize the plans and specifications.
- Submit the final plans, specifications, final schedule of quantities, and final opinion of construction cost estimate for bidding.

### Permitting and Utility Coordination

- HR Green has gathered numerous environmental permits/consultations as part of the IEPA Project Plan. Once the plans and specifications are prepared, HR Green will continue coordinating with the U.S. Army Corps of Engineers to secure a permit for work within Fiddyment Creek.
- Other required permit and agency coordination will include but will not be limited to Illinois Department of Transportation (IDOT), Will County, IEPA Wastewater Construction Permit (for the lift station, force main, WWTF, and gravity sewer), and IEPA NOI (if disturbance exceeds 1 acre). HR Green will submit the construction permits on the Village's behalf. HR Green has assumed the Village will pay the required permit review fees.
- HR Green will coordinate with private utility companies for utility conflicts and relocation, as needed. Hours have been included to secure a permit from the gas pipeline company since both the force main and gravity outfall sewer will cross their easement.

### IEPA Loan Application Assistance

- HR Green will guide the Village through the entire IEPA Loan Application process, to allow for easier review and approval by the IEPA Project Manager. Services will include:
  - ▶ Preparing a design services contract for this project which meets the required clauses and certification to be eligible for loan disbursement.
  - ▶ Developing plans/specifications and certification in accordance with the SRF (State Revolving Fund) Rules to allow the project to move forward with bidding.
  - ▶ Preparing the bidding review package and certification in accordance with the SRF Rules to allow for final loan commitment.
  - ▶ Coordinating with the IEPA regarding questions and comments about the project and submitting miscellaneous documents to the IEPA.

### Bidding Services

- Assist the Village in posting the Advertisement to Bid in the local and regional newspaper. The assistance will be tailored to meet the IEPA State Revolving Loan Program requirements.
- Bidding services will include the distribution of bid documents and maintain a bid holders list, conducting a pre-bid meeting, answering contractor questions and Requests for Information (RFI) during the bid process, preparing and issuing addenda, attending the bid opening, preparing a tabulation of bids, and a letter of recommendation for award.
- Upon receipt of approval of bid documentation by IEPA, prepare contract documents for execution by the Contractor and Village, and issuance of Notice to Proceed (NTP).

### Quality Assurance/Quality Control

- HR Green has developed a comprehensive internal program for quality assurance, recognizing that both personal and corporate reputations are closely tied to the quality of our work. Our QA/QC program is multi-layered. Mike Roth will serve as the QA/QC Manager for this project, working alongside Ravi Jayaraman to establish standards and procedures for each discipline, guiding quality across all technical areas within the firm.
- At the project kick-off meeting, a project-specific Quality Management Plan (QMP) is established. This plan includes an internal review of our work by the QA/QC Manager at each stage of the intermediate delivery process previously discussed. As the project progresses, internal reviews become increasingly rigorous, with the most comprehensive evaluations occurring at the 90% and 100% milestones. These evaluations include a constructability review conducted by a seasoned resident construction observer.
- We ask our technical advisors to review the design at various stages of the project to offer a fresh set of eyes on the deliverables and to improve quality. Our technical experts have been in the industry for 25+ years and have the experience to offer quality reviews of deliverables.

## Section 5 – Work Breakdown and Schedule

HR Green understands the importance of meeting the project deadlines to meet the Village’s goals for the project. HR Green has reviewed the proposed schedule and is confident that we can meet the proposed timeline.

Description	Date
Notice to Proceed	March 2026
Project Kick-off Meeting	March 2026
Geotechnical/Survey Work Completed	June 2026
30% Design Submittal to Village	August 2026
60% Design Submittal to Village	January 2027
90% Design Submittal to Village	April 2027
Submit for IEPA Permit	April 2027
IEPA Permit Approval	July 2027
Submit Contract Documents to IEPA Loan Section for Review	July 2027
100% Design Submittal to Village	July 2027
Advertise for Bids	August 1, 2027*
Open Bids (after 45 days)	September 12, 2027
Obtain Loan Agreement	October 2027
Start Construction	December 2027
Complete Construction	december 2027

\*Contingent upon receipt of Letter of Loan Commitment from IEPA.

As requested in the Request for Proposal (RFP) for the Wastewater Treatment Facility project, HR Green has prepared a fee proposal for your consideration.

The estimated not-to-exceed (NTE) fee to complete the scope of services detailed in the Proposal is based on time and materials but will not exceed **\$984,091** without prior approval. We can begin the project immediately and complete the project well in accordance with the project schedule included above. The breakdown of the estimated NTE fee and the assumptions made is detailed below:

Fee Proposal for Homer Glen Wastewater Treatment Facility		
Task	Hours	Fee
<b>Design and Bidding Phase Services</b>		
Project Management, Coordination, Meetings, Data Collection	181	\$43,140
Topographic Survey	72	\$12,004
Geotechnical Investigations (Subconsultant)	N/A	\$20,395
Architectural Services (Subconsultant)	N/A	\$27,910
Preliminary and Design Services and QA/QC	4,247	\$860,072
Bidding Services	99	\$20,570
<b>Design and Bidding Subtotal</b>		
<b>TOTAL FEE FOR DESIGN AND BIDDING</b>		<b>\$984,091</b>



## Fee Proposal Assumptions

The following is a list of assumptions made while preparing the fee proposal:

### 1. Project Management, Coordination, Meetings, Data Collection, QA/QC:

Includes project management for 18 months, kickoff meeting, virtual monthly progress meetings, project review/workshop meetings (for 30%, 60%, 90% milestones), preparatory work.

**2. Topographic Survey:** Topographic survey for approximately 1,700 LF or 0.32 miles of Gougar Road from the north line of the subject parcel proceeding north (for the force main and lift station). The survey will include visible existing features and improvements within the existing right of way plus twenty (20) feet on each side along only the northernmost one hundred (100) feet.

**3. Geotechnical Investigations:** Assumed nine (9) borings, (two (2) borings to 10 feet, three (3) borings to 20 feet, and four (4) borings to 30 feet) geotechnical laboratory testing, CCDD testing (LPC-663), and geotechnical engineering report in accordance with IDOT requirements.

**4. Architectural Services:** Architectural services for three new wastewater facility buildings, consisting of a Main Control Building (~1,600 SF), Screen Building (~600 SF) and Disc Filtration Building (~800 SF). The Main Control Building will consist of a Blower Room, Electrical/Control Room, Laboratory Room, and Staff Toilet Room. Architectural services would consist of programming/schematic design, design development, construction drawings, specifications and up to three renderings.

### 5. Design Services:

a. It is assumed the Village is planning to use contracted services for WWTP operations. Hence, buildings need not be designed for full-time occupancy by wastewater operators.

b. Wastewater Design Components:

i. Lift Station to capture flow from the existing gravity sewer and convey flow to the WWTF. Includes standby emergency generator.

ii. ~3,000 LF of force main along Gougar Road and Village property.

iii. Screening system, Aero-Mod treatment system, sludge holding tanks, disc filtration system, UV disinfection system, standby emergency generator, main control building (to house laboratory, electrical room, and blowers), and liquid sludge disposal.

iv. Access road and facility parking.

v. ~1000 LF of gravity sewer outfall to Fiddymont Creek.

vi. Bank stabilization along Fiddymont Creek at outfall location.

vii. Stormwater/Wetland Detention Pond and landscape screening.

viii. Potable well for water supply to the wastewater treatment plant building and laboratory.

c. Prepare 30%, 60%, 90%, and 100% drawings and specifications.

Submittals will include the appropriate level of design, detailed schedule of quantities, opinions of cost estimates, and design memoranda summarizing the project design criteria.

d. Permitting, Agency and Utility Coordination as detailed in the "Scope of Services" section of the proposal. Includes preparation of ComEd Service and Gas service application.

e. Quality control / quality assurance as detailed in the proposal.

f. Structural design scope assumptions include:

i. Lift Station

1. The design includes two circular precast concrete structures.

ii. Screen Building

1. The roof consists of precast hollowcore planks.

2. Bridge cranes are not included; a single overhead monorail is considered.

3. The structure is a single-story masonry building with a concrete foundation and substructure extending to or near frost depth.

iii. AeroMod System Concrete Structure

1. The scope includes the design of the concrete foundation, platform layout, and equipment anchorage details. Aluminum members and connections are designed by a specialty manufacturer.

iv. Disc Filtration Building

1. The roof consists of precast hollow core planks designed by a specialty manufacturer.

2. Bridge cranes are not included; a single overhead monorail is considered.

3. The structure is a single-story masonry building with a concrete foundation and substructure extending below frost dept and includes special details supporting process equipment and access platforms.

v. UV Disinfection Channel Concrete Structure

1. The scope includes a slab-on-grade concrete structure adjacent to a narrow concrete channel.

vi. Generator Pad

1. The design includes a slab-on-grade with a perimeter grade beam.

2. Generator-induced vibrations are assumed to be minimal and do not require special dynamic analysis.

g. It is assumed that the lift station and WWTF will each require a separate electrical service (two total electrical services assumed in the design)

h. It is assumed that SCADA communication will be limited to the proposed lift station and the proposed WWTF (work/communication at additional sites, such as Village Hall or Public Works is not included).

**6. IEPA Loan Assistance** as detailed in the "Scope of Services" section of the proposal.

**7. Bidding Phase Services:** It is assumed that e-bid services will be followed for delivery of contract documents to bidders. The contract documents will be made available to bidders to download from a website maintained by HR Green. HR Green will conduct the pre-bid meeting and coordinate preparation of addenda. One bid package is assumed for this project.

### 8. Items not included in Fee:

a. It is assumed that evaluation of treatment options, including pilot studies, is not requested.

b. We assume that O&M Manual preparation and assistance with wastewater plant start-up is not requested, and vendor provided startup manuals will be specified.

c. Meetings with federal, state, and local agencies beyond those delineated in scope of services.

d. Appearances at public meetings and public hearings beyond those delineated in scope of services.

e. Additional meetings with the Village beyond those delineated in scope of services.

f. Legal services.

g. Construction Engineering Phase services are not requested and hence not included.

h. Assumed Plat of Survey and Plat of Dedication/Easement is not requested.

i. Preparation of NPDES Permit application for proposed WWTF.





## AGENDA SUPPLEMENT SHEET

**Agenda Item Number:** K.9  
**Village Board Meeting Date:** March 25, 2026  
**Committee Meeting Date:** March 18, 2026 A&F

**Item Title:** Consider a Motion to Approve a Contract with K&K Well Drilling, Inc. for Installation of a Six (6) Inch Well in Heritage Park for an amount not to exceed \$65,000.

**Motion for Consideration:** Is there a motion to Approve a Contract with K&K Well Drilling, Inc. for Installation of a Six (6) Inch Well in Heritage Park for an amount not to exceed \$65,000?

**Committee Recommendation:** The Committee voted unanimously with a three (3) to zero (0) vote to approve a contract with K&K Well Drilling for an amount not to exceed \$65,000.

**Staff Contact:** Village Engineer, Brett Westcott PE

**Background Information:** The Lakota Group is continuing their design for our Heritage Park Phase II Expansion project and working towards the goal of starting construction of the park expansion this year (2026). The proposed expansion will include a water feature as part of its design which will be fed by a dedicated six (6) inch well. For the designers to develop an appropriate pumping system and nozzle configuration for the water feature, they will need to know what the on-site well can produce in terms of gallons per minute. It is anticipated that a six (6) inch well would be sufficient to serve the proposed water feature. It is anticipated the well will be used in conjunction with an underground storage tank to provide sufficient water to the water feature and will be the most cost-effective option by avoiding the use of Illinois American water.

Two quotes were obtained for well drilling services:

K&K Drilling, Inc.	\$48,294.00
Will County Well & Pump	\$105,000.00

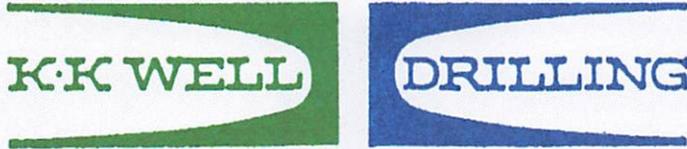
Staff contacted a total of four (4) well drillers but have only received quotes from two (2) of the contractors contacted for services. Staff has followed up with the other drillers and have not heard back. In researching well drilling costs and pricing, staff found that K&K Drilling falls within an appropriate price range given the depth of 400 feet. Staff recommends accepting the proposal from K&K Drilling. Lastly, the cost of well drilling is not "in addition to" the total Heritage Park Phase II Expansion, it has already been factored into the total cost estimate for construction.

**Budget Implications:** \$48,294.00 to be paid out of 70.00.60.205.

**Attachments:**

- A) K&K Drilling, Inc. Proposal
- B) Will County Well & Pump Proposal

# PROPOSAL



Pump Sales & Service - Call For Estimates  
P.O. BOX 430  
YORKVILLE, IL 60560  
630-553-5111

TO: VILLAGE OF HOMER GLEN  
14240 W. 151st STREET  
HOMER GLEN, IL 60491  
630.740.2447 Brett Westcott cell  
PHONE FAX

RESPOND TO: K & K WELL DRILLING, INC.  
P.O. BOX 430  
YORKVILLE, IL 60560  
630-553-5111 630-553-7494  
PHONE FAX

[BWESTCOTT@HOMERGLENIL.ORG](mailto:BWESTCOTT@HOMERGLENIL.ORG)

THE UNDERSIGNED PROPOSES TO FURNISH ALL MATERIALS AND PERFORM ALL LABOR NECESSARY TO COMPLETE THE FOLLOWING:

JOB LOCATION: 14240 W. 151st STREET, HOMER GLEN ( OPEN DISCHARGE FOR SPLASH PAD )

LEGAL DESCRIPTION: **EST. 400' 6" PVC WELL W/ EST. 7 1/2 HP 40-50 GPM VFD PUMP SYSTEM**

WILL COUNTY HEALTH DEPT NEW WELL PERMIT & MOBILIZATION OF EQUIPMENT	\$ 1,500.00
MUD DRILL 9 7/8" HOLE TO ESTIMATED 120' @ \$26/FT	3,120.00
SET ESTIMATED 120' OF 6" SDR-21 PVC WATER WELL CASING @ \$15/FT	1,800.00
AIR DRILL 5 7/8" HOLE FROM EST. 120' TO EST. 400' = 280' @ \$26/FT	7,280.00
6" PVC DRIVE SHOE & 6" X 10" SHALE TRAP (\$200) GROUT WELL PER STATE CODE (\$750)	950.00
7 1/2 HP 40-50 GPM 230V 3 PH 4" J-CLASS STAINLESS SUBMERSIBLE WELL PUMP	8,378.00
7 1/2 HP FRANKLIN SUBDRIVE CONNECT 75 VFD CONTROLLER UNIT	8,471.00
ESTIMATED 300' OF 2" SCH. 120 PVC DROP PIPE W/ STAINLESS COUPLERS @ \$12/FT	3,600.00
ESTIMATED 310' OF 8/3 FLAT JACKET SUBMERSIBLE PUMP CABLE @ \$4.50/FT	1,395.00
(3) 2" SIMMONS CHECK VALVES @ \$250/EACH = \$750 6" CAP (\$200) 6"X2" WELL SEAL (\$350)	1,300.00
DIG DRILL SLURRY CONTAINMENT HOLE / SEPTIC TRUCK EVACUATE / BACKFILL HOLE	2,000.00
EQUIPMENT AND LABOR CHARGES FOR JOB COMPLETION (PREVAILING WAGE PRESENT)	8,500.00
Total Proposed Cost	<b><u>\$ 48,294.00</u></b>

TERMS: zero DOWN PAYMENT UPON ACCEPTANCE, BALANCE TO BE PAID UPON COMPLETION OF WORK. PROPOSAL PRICE GOOD FOR 30 DAYS.

**IF NECESSARY TO UTILIZE 6" STEEL CASING DUE TO AGGRESSIVE FORMATIONS, MATERIAL COST = \$32 PER FOOT**  
**IF NECESSARY TO UTILIZE 4 1/2" SDR-17 PVC LINER, MATERIAL CHARGE \$15/FT + \$750 FOR GRIFFITTS PACKERS**

RESPECTFULLY SUBMITTED, K & K WELL DRILLING, INC

DATE MARCH 2, 2026

SIGNATURE 

Ken Knierim

## Acceptance

It is the property owner's responsibility to provide right of way access to the well location. It should be understood that the nature of drilling means heavy machinery moving into and on your yard. A certain amount of mess in the form of tire ruts, flow of water, drill mud, and rock chips from the drilling operation should be expected. If the pump installation requires trenching, this will affect the yard's appearance as well. K & K is not responsible for hauling offsite any excess dirt or drill spoils as the result of the installation as a whole. **K & K is waived of any and all liability for any repairs or damage to yard, landscaping, underground private utilities or services not located by J.U.L.I.E, Inc., or driveway as the result of work performed or acquiring access onto your property.** K & K is not responsible for neither quantity nor quality of water achieved in drilling process. Labor is guaranteed for 30 days. A finance charge of 1.5 % per month, an annual percentage rate of 18 %, will be added to delinquent accounts. K & K is hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which the undersigned assumes a personal guarantee to pay the amount mentioned in said proposal, and according to the terms thereof. Should contractor bring suit in court to enforce any terms of the contract, owner or acceptor of this proposal shall pay to K & K its costs, expenses, and reasonable attorney fees. The parties consent to the sole and exclusive jurisdiction in the State of Illinois, County of Kendall, for any claims or disputes between parties. The parties further agree that any claims or disputes shall be governed by the laws of the State of Illinois. In the event K & K is found to have liability to Customer in connection with this agreement, the parties agree K & K's liability to Customer shall not exceed the amount Customer has paid pursuant to this contract. Upon signature, this document becomes a binding contract upon both parties.

Signature: \_\_\_\_\_

Date Accepted: \_\_\_\_\_ Print Name: \_\_\_\_\_

# Contract

## WILL COUNTY WELL & PUMP, INC.

1200 S. Cedar Rd., Suite 1-A  
New Lenox, IL 60451  
815-485-2413 815-727-2332  
Fax 815-485-2451  
www.willcountywell.com

CONTRACT SUBMITTED TO Vilage of Homer Glen		PHONE 630-297-5886	DATE 2-11-2026
STREET 14240 W. 151 St.		JOB NAME New water well	
CITY, STATE AND ZIP CODE Homer Glen		JOB LOCATION	
PIN #	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for:

Permit	\$ 300.00
140 ft. of 6" steel well casing	
6" steel cased water well drilled to 400 ft.	\$ 36,670.00
Grout well casing to state code	
	\$ 11,233.00
10 HP 30 GPM stainless steel well pump	
360 ft. of 2" galvanized drop pipe 365 ft. of cable	\$ 6,800.00
Check valves and coupling	
	\$ 12,500.00
Intell-drive VFD drive control and pressure transducer	
WX 302 pressure tank and fittings kit	\$ 8,700.00
Piltss adaptor and water service	\$ 5,800.00
Man hrs. and equipment for installation	\$ 23,000.00

*88 gallon total 32 gallon for storage*

We Contract hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

One hundred five thousand dollars 00/100 \_\_\_\_\_ dollars (\$105,000.00).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanship manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will become an extra charge over and above the estimates. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. I agree to pay all expenses, collection costs, court costs, attorney's fees or any other additional charges incurred by Will County Well & Pump Co., Inc., as a result of my failure to pay any charge when due. I further agree to pay a 1 1/2% per month late charge on all unpaid balances.

Authorized Signature Corey Rob

Note: This contract may be withdrawn by us if not accepted within 30 days.

**Acceptance of Contract** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_



## AGENDA SUPPLEMENT SHEET

<b><u>Agenda Item Number:</u></b>	<b>K.10</b>
<b>Village Board Meeting Date:</b>	<b>March 25, 2026</b>
<b>Committee Meeting Date:</b>	<b>March 18,2026 A&amp;F</b>

**Item Title:** Consider a Motion Authorizing Approval to Mayor Christina Neitzke-Troiike and Village Manager Joe Baber to enter into a rock salt contract joint participation agreement with the Illinois Department of Central Management Services for CY2026-CY2027.

**Motion for Consideration:** Is there a Motion Authorizing Approval to Authorize Mayor Christina Neitzke-Troiike and Village Manager Joe Baber to enter into a rock salt contract joint participation agreement with the Illinois Department of Central Management Services for CY2026-CY2027?

**Committee Recommendation:** The Committee voted unanimously with a three (3) to zero (0) vote authorizing approval to Mayor Christina Neitzke-Troiike and Village Manager Joe Baber to enter into a rock salt contract joint participation agreement with the Illinois Department of Central Management Services for CY2026-CY2027.

**Staff Contact:** Village Manager Joe Baber and Public Works Director Brent Woods

**Background Information:** Public works Director Brent Woods was contacted by the Illinois Department of Central Management regarding the Village's participation in the Illinois Rock Salt Joint Purchasing Program (Attachment A). The Illinois Department of Central Management Services are now requiring the Village Board's authorization for duly authorized individuals to enter contracts, which includes joint participation agreements with the State of Illinois. This is a new participant requirement that started with this calendar years rock salt joint purchasing program. Upon Village Board approval for the authorization of the Mayor and Village Manager to enter into this agreement the attached forms will need to be completed by the Village Clerk. The Village will need to order approximately 4,000 tons of salt at a cost around \$270,000.00.

**Budget Implications:** The rock salt purchase is paid out of line item 10-55-60-280 in the General Fund under Public.

**Attachments:**

1. Blank Certificate of Authority Template



## Certificate of Authority by Vote

(Two Party Written Signature Required)

I, Candice Bielski, **hereby certify** that I am duly elected Clerk of Village of Homer\_Glen. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors (or equivalent governing body), duly called and held on March 25, 2026, at which a quorum of the Members was present and voting.

**Voted:** That Christina Neitzke-Troiike, Mayor and Joseph D. Baber, Village Manager is duly authorized to enter into contracts, to include joint participation agreements, on behalf of Village of Homer Glen with the State of Illinois and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to affect the purpose of this vote.

I **hereby certify** that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract or joint participation agreement to which this certificate is attached. I further certify that it is understood that the State of Illinois will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the Governmental Unit. To the extent that there are any limits on the authority of any listed individual to bind the Governmental Unit in contracts with the State of Illinois, all such limitations are expressly stated herein.

**Dated:** \_\_\_\_\_

**Attest:** \_\_\_\_\_

*(Written signature & Title)*

**Dated:** \_\_\_\_\_

**Attest:** \_\_\_\_\_

*(Written signature & Title)*



**Certificate of Authority**  
**(Two Party Written Signature Required)**

I, Candice Bielski, **hereby certify** that I am Village Clerk of Village of Homer Glen.

I further certify that Village of Homer Glen. authorized the following person(s) and position(s) to bind the entity for contractual obligations, to include joint participation agreements with the State of Illinois:

Mayor, Christina Neitzke-Troiike

Village Manager, Joseph D. Baber

I further certify that it is understood that the State of Illinois will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the Village of Homer Glen for contractual obligations, to include joint participation agreements with the State of Illinois.

Dated: \_\_\_\_\_

Attest: \_\_\_\_\_

*(Written signature & Title)*

Dated: \_\_\_\_\_

Attest: \_\_\_\_\_

*(Written signature & Title)*



**HOMER GLEN**

## AGENDA SUPPLEMENT SHEET

**Agenda Item Number:** K.11  
**Village Board Meeting Date:** March 25, 2026  
**Committee Meeting Date:** March 18, 2026 A&F

**Item Title:** Consider for Approval an Ordinance Declaring Surplus Property from the Parks Department and Authorizing its sale.

**Motion for Consideration:** Is there a motion to approve an Ordinance authorizing the sale of surplus park equipment; 2016 Toro Groundsmaster 72", 2016 Toro Groundsmaster 72" hydraulic rake accessory and Sand Dresser Rake?

**Committee Recommendation:** The Committee voted unanimously with a three (3) to zero (0) vote to approve the above motion.

**Background Information:**

The Parks Department has purchased two 2026 John Deere Z950M Z Trak mowers to maintain consistency within the fleet of the Parks Department. It is recommended to move forward and surplus two 2016 Toro Groundsmaster 72" mowers as the maintenance and down time are no longer cost effective for the department, and the Sand Dresser Rake.

**Attachments:** Asset Disposal Request Form and Ordinance

**Budget Implications:** None.



**THE VILLAGE OF HOMER GLEN  
WILL COUNTY, ILLINOIS**

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**ORDINANCE  
NUMBER 26-XXX**

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**AN ORDINANCE DECLARING SURPLUS PROPERTY AND  
AUTHORIZING ITS SALE**

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**CHRISTINA NEITZKE-TROIKE, Village President  
CANDACE BIELSKI, Village Clerk**

**Village Trustees  
BART HOLZHAUSER  
MIKE LEPORE  
CURT MASON  
NICK MUELLER  
ROSE REYNDERS  
ROBERT SCHALLER**

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 25th day of March, 2026 pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Holzhauser				
Lepore				
Mason				
Mueller				
Reynders				
Schaller				
Neitzke-Troike (Village President)				
TOTAL				

APPROVED by the Village President on March 25, 2026.

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Christina Neitzke-Troike  
Village President

ATTEST:

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Candace Bielski  
Village Clerk

## EXHIBIT A

- 2016 Toro Grounds Master 30495 72" Mower  
(Serial 316000141)
- 2016 Toro Grounds Master 30495 72" Mower with Hydraulic Rake  
(Serial 316000167)
- Sand Dresser Rake 8751  
(405578342)



## AGENDA SUPPLEMENT SHEET

**Agenda Item Number:** L.1  
**Village Board Meeting Date:** March 25, 2026  
**Plan Commission Meeting Date:** March 5, 2026

**Item Title:** Consider for Approval an Ordinance granting a Special Use Permit for 24-hour operation in the C-1 Neighborhood Commercial District at the common address 15301 S. Bell Road, Homer Glen, Illinois [Case No. HG-2600-SP].

**Motion for Consideration:**

Is there a motion to Approve an Ordinance granting a Special Use Permit for 24-hour operation, in accordance with the reviewed plans, public testimony, and staff report, in the C-1 Neighborhood Commercial District at the common address 15301 S. Bell Road, Homer Glen, Illinois [Case No. HG-2600-SP]?

**Staff Contact:** Dana Kahn, Assistant Planner

**Plan Commission Recommendation**

At the March 5, 2026 Plan Commission meeting, the Plan Commission voted 6-0 to recommend approval of a Special Use Permit for 24-hour operation for certain real property located in the C-1 Neighborhood Commercial District at 15301 S. Bell Road, Homer Glen, Illinois [HG-2600-SP]. See *Attachment 3* for March 5, 2026 Plan Commission Minutes.

**Public Comment**

Staff has not received any public comment on this zoning case (as of March 20, 2026).

**Public Testimony**

Steven Theoharis, the business/gym owner, said that he is a Homer Glen resident and operates his gym out of the Megaplex. He wanted to create a community and do everything by the book. Prior to closing on the deal, Mr. Theoharis stopped by the Village Hall and worked with staff members to make sure that everything was in order while he was opening his business.

**Background Information**

The applicant and gym owner, Efstathios (Steven) Theoharis, is seeking a Special Use Permit for a 24-hour operation gym within the Megaplex at 15301 S. Bell Road. Above Strength & Fitness opened in late November 2025 and is a new tenant occupying the gym space that was previously Fitness Premier of Homer Glen. The gym that previously occupied this space was open 24-hours but was never granted a special use permit for extended hours of operation. Due to the change in ownership and because there is no existing special use for extended hours for a gym use, Above Strength & Fitness needs such special use permit to continue operating 24-hours.

Above Strength & Fitness makes up 13,000 sf on the second floor of the Megaplex, including a subtenant. Note that the subtenant is not included in the 24-hour Special Use Permit request.

There are 12 staff members (part-time and full-time) working for Above Strength & Fitness. The staffing hours are 8am – 8pm Monday through Friday and 8 am – 4pm on Saturday and Sunday. Gym members use a key card to access the building when staff is not on-site. Many existing patrons are carried over from Fitness Premier, and the gym has around 50 patrons visiting per day. The gym owner wants to provide flexibility for gym members to use the facilities when needed. For more details on Above Strength & Fitness, access their website here: <https://www.abovegyms.com/>.

### **Conformance with Zoning Regulations**

The Village Code allows Indoor sports/recreation by right in C-1 Neighborhood Commercial District. 24-hours of operation is allowed with an approved Special Use Permit in the C-1 District.

### **Similar Special Use Permits Granted:**

- HG-1922-PS: 15930 W. 159<sup>th</sup> Street; a Special Use for 24-hour operation for Gas N Wash
- HG-0813-S: 143<sup>rd</sup> and Bell Road; a Special Use for 24-hour operation for Meijer PUD

**Hours of Operation:** Per section 200-711.A.11 of the Village Code, nonresidential uses may be open for business between the hours of 6:00 am and 11:00 pm. *Above Strength & Fitness would be open 24-hours per day. Employees would be on-site 8am – 8pm Monday through Friday and 8 am – 4pm on Saturday and Sunday. Gym patrons must use a security ID when staff members are not on-site.*

**Parking:** For indoor recreational uses, section 220-1002.J.5.6 of the Village Code requires one (1) space per four patrons based upon the maximum capacity of the facility; plus, one (1) space per employee for the work shift with the largest number of employees. *The parking spaces required between the proposed use and previous tenant are the same, and there will be no increase in intensity.*

**Findings of Fact:** Sections 220-1209D of the Code of the Village of Homer Glen states the required standards for making findings of fact for a Special Use Permit. The Code requires that the Plan Commissioners consider these standards in making its finding and determining a recommendation to send to the Village Board.

### **Conformance with other Village Regulations**

**Exterior Construction Standards (Chapter 75, Article II):** The Exterior Construction Standards do not apply to this request as the applicant is not proposing any exterior building changes.

**Outdoor Lighting (Chapter 75, Article II):** The Outdoor Lighting regulations do not apply to this request as the applicant is not proposing any exterior lighting modifications.

**Conservation Design (Chapter 107, Article IV):** The Conservation Design regulations do not apply to this request as this is not a residential subdivision.

**Tree Preservation (Chapter 107, Article III):** The Tree Preservation regulations do not apply to this request as the subject property is less than 5 acres, and trees are not being removed.

**Subdivision & Stormwater (Chapter 138, Article I):** The Subdivision and Stormwater regulations do not apply to this request as no site development is proposed.

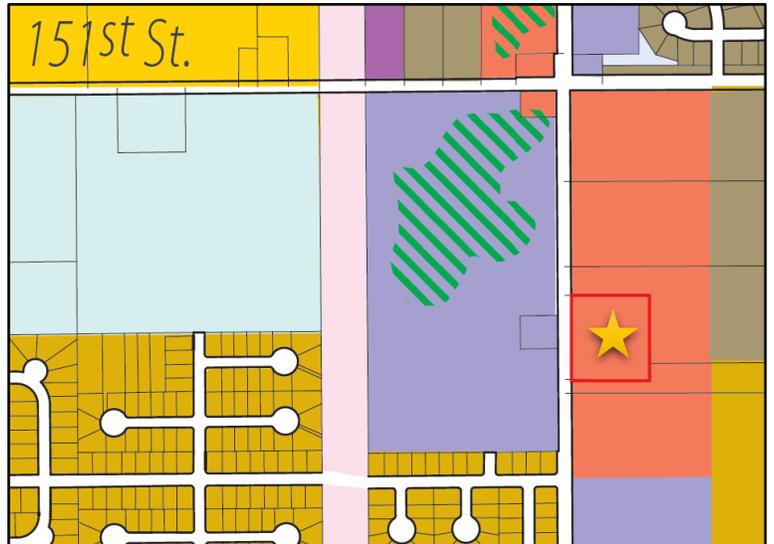
**Park Donation (Chapter 138, Article II):** The Park Donation regulations do not apply to this request as the subject property is not a residential subdivision.

**Conformance with Adopted Plans**

**Comprehensive Land Use Plan:** The subject property is currently zoned C-1 Neighborhood Commercial District, and the 2005 Comprehensive Plan designates this property as Commercial.

**Transportation Plan:** The Special Use Permit requested by the applicant conforms to the regulations and recommendations set forth within the Village of Homer Glen Transportation Plan.

**Budget Implications:** None



**Attachments**

1. Land Use Viewer of Subject Property
2. Site Photos
3. Minutes from March 5, 2026 Plan Commission Meeting

# Attachment 1 – Land Use Viewer



**Attachment 2 – Site Photos**





### **Attachment 3 – Minutes from March 5, 2026 Plan Commission Meeting**

**Case No. HG-2600-P, Above Strength & Fitness: A request for approval of a Special Use Permit for 24-hour operation in the C-1 Neighborhood Commercial District at the common address 15301 S. Bell Road, Homer Glen, Illinois (PIN: 16-05-13-100-011-0000).**

Planner Kahn introduced the case and stated that this case is a Special Use Permit for 24 hours of operation for Above Strength and Fitness, a tenant for the Megaplex at 15301 S. Bell Road. The previous gym that occupied this space, Fitness Premier, was open 24 hours but was not granted a Special Use Permit for extended hours. So, the new tenant Above Strength and Fitness needs a Special Use Permit to continue operating 24 hours. Above Strength and Fitness has 12 employees and staffed hours are 8am -8pm Monday through Friday and Saturday and Sunday 8am – 4pm. When staff are not on site, gym patrons need a keycard to access the gym.

Director Gruba added that Above Strength and Fitness is currently operating for 24 hours. Planner Kahn said that gym members from Fitness Premier carried over to Above Strength and Fitness which is why the new gym is operating 24 hours. Director Gruba said that this is another case of a business obtaining a permit after-the-fact. Chairman Hand clarified that the gym is continuing to operate for 24 hours and only the business has changed ownership.

*Commissioner Stanly made a motion to open the public hearing, seconded by Commissioner Marshall. A voice vote was taken, all voting in favor, zero (0) opposed. The public hearing was opened.*

#### **Petitioner Comment:**

Steven Theoharis, the business/gym owner, said that he is a Homer Glen resident and operates his gym out of the Megaplex. He wanted to create a community and do everything by the book. Prior to closing on the deal, Mr. Theoharis stopped by the Village Hall and worked with staff members to make sure that everything was in order while he was opening his business.

**Public Comment:** No public comment.

#### **Plan Commission Discussion:**

Commissioner Lyons asked if there is a subtenant to Above Strength and Fitness within the 13,000sf. Mr. Theoharis clarified that the subtenant occupies one of the rooms and does not operate 24 hours. The subtenant has their own hours for ju-jitsu with classes for kids. Mr. Theoharis rents from the Megaplex and then the ju-jitsu school rents part of his square footage.

Commissioner Marshall asked about how Above Strength and Fitness is differentiated from the rest of the Megaplex. Mr. Theoharis said they have a front access device on the main and secondary door, one to get into the main entrance and another to access Above Strength and Fitness' door on the second floor. The gym has security key tags. After his staff members leave at 8pm, they lock the doors and gym members use their security tag to access the gym.

Prior to giving members the key tag, the members sign forms for liability.

Commissioner Marshall confirmed that the lobby is a common area that is a walkway. Mr. Theoharis stated that the gym members only have access to his gym but no access to other tenant spaces within the Megaplex.

Commissioner Stanly asked how many members they have. Mr. Theoharis said there are around 700 members. Commissioner Stanly asked how many people access the gym overnight. Mr. Theoharis said that about 25 to 30% of members access during extended hours.

Commissioner Marshall asked if the 24-hour Special Use Permit is needed because it is a Commercial Zone District. Director Gruba mentioned that extended hour permit is required for any zoning district.

Chairman Hand asked if there are other gyms that are 24 hours and there are.

*Commissioner Stanly made a motion to close the public hearing, seconded by Commissioner Mesaf. A voice vote was taken, all voting in favor, zero (0) opposed. The public hearing was closed.*

*Motion for Consideration*

*Commissioner Stanly made a motion to recommend approval, seconded by Commissioner Marshall, for 24-hour operation, in accordance with the reviewed plans, public testimony, and staff report, in the C-1 Neighborhood Commercial District at the common address 15301 S. Bell Road, Homer Glen, Illinois [Case No. HG-2600-SP]. The motion carries 6-0.*

*Commissioner Stanly made a motion to recommend approval of staff's findings of facts, seconded by Commissioner Foley, for 24-hour operation, in accordance with the reviewed plans, public testimony, and staff report, in the C-1 Neighborhood Commercial District at the common address 15301 S. Bell Road, Homer Glen, Illinois [Case No. HG-2600-SP]. The motion carries 6-0.*

*This case will go to the Village Board on Wednesday, March 25, 2026 for final action.*

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**THE VILLAGE OF HOMER GLEN  
WILL COUNTY, ILLINOIS**

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**ORDINANCE  
NUMBER 26-xxx**

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**AN ORDINANCE GRANTING APPROVAL OF A SPECIAL USE PERMIT  
FOR 24-HOUR OPERATION FOR CERTAIN REAL PROPERTY  
LOCATED IN THE C-1 NEIGHBORHOOD COMMERCIAL DISTRICT  
AT 15301 S. BELL ROAD, HOMER GLEN, ILLINOIS [CASE NO. HG-  
2600-SP].**

**CHRISTINA NEITZKE-TROIKE, Village President  
CANDICE BIELSKI, Village Clerk**

**Village Trustees  
BART HOLZHAUSER  
MIKE LEPORE  
CURT MASON  
NICHOLAS MULLER  
ROSE REYNDERS  
ROBERT SCHALLER**

AN ORDINANCE GRANTING APPROVAL OF A SPECIAL USE PERMIT FOR 24-HOUR OPERATION FOR CERTAIN REAL PROPERTY LOCATED IN THE C-1 NEIGHBORHOOD COMMERCIAL DISTRICT AT 15301 S. BELL ROAD, HOMER GLEN, ILLINOIS [CASE NO. HG-2600-SP].

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

**WHEREAS**, an application has been filed by Efstathios Theoharis, owner of EMEIS Inc. DBA Above Strength & Fitness, for a Special Use Permit for 24-hour operation for certain real property located in the C-1 Neighborhood Commercial Zoning District at 15301 S. Bell Road, Homer Glen, Illinois, and Village staff has prepared a zoning case file, No. HG-2600-SP, which includes a staff report which is incorporated herein; and,

**WHEREAS**, the real property to which the application and this Ordinance relate (“Subject Property”), is commonly known as 15301 S. Bell Road, Homer Glen, Illinois and is legally described in Exhibit A, attached hereto; and,

**WHEREAS**, pursuant to a public notice published in a newspaper of general circulation within the Village as required by the Code of the Village of Homer Glen, the Plan Commission of the Village held a public hearing with regard to said application on March 5, 2026, and rendered its findings of fact and recommendations to the Board of Trustees of the Village; and,

**WHEREAS**, the Plan Commission, after due consideration of the issues, exhibits, and testimony, made findings of fact which are incorporated into the record of its proceedings, and are attached hereto as Exhibit B; and recommended approval of a Special Use Permit for 24-hour operation for certain real property located in the C-1 Neighborhood Commercial Zoning District at 15301 S. Bell Road, Homer Glen, Illinois; and,

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

**WHEREAS**, the Village President and Board of Trustees, after due consideration have determined that granting a Special Use Permit for 24-hour operation for the Subject Property is in conformance with the Village’s Comprehensive Plan and in the best interests of the public health, safety and welfare of the Village’s residents.

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

**Section 1. Incorporation of Recitals.** That the recitals and findings set forth above, and within the Plan Commission’s findings as set forth in Exhibit B, are incorporated by reference as if fully set forth herein, and are expressly adopted as recitals and factual findings of the Village Board.

**Section 2. Special Use Permit.** The Village hereby grants a Special Use Permit for 24-hour operation for certain real property located in the C-1 Neighborhood Commercial Zoning District at 15301 S. Bell Road, Homer Glen, Illinois.

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

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

**Section 5. Effective Date.** This Ordinance shall be in full force and effect from and after its passage and approval.

Adopted this 25<sup>th</sup> day of March 2026 pursuant to a roll call vote as follows:

	<b><u>YES</u></b>	<b>NO</b>	<b>ABSENT</b>	<b>PRESENT</b>
Holzhauser				
Lepore				
Mason				
Muller				
Reynders				
Schaller				
Neitzke-Troike (Village President)				
<b>TOTAL</b>				

**APPROVED** by the Village President on March 25, 2026

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Christina Neitzke-Troike  
Village President

ATTEST:

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Candice Bielski  
Village Clerk

**Legal Description – “Exhibit A”**

COMMON ADDRESS: 15301 S. Bell Road, Homer Glen, Illinois  
PIN: 16-05-13-100-011-0000

THE S 467 FT OF THE N 1615 FT OF THE W 467 FT OF THE W1/2 OF THE NW1/4 OF SEC. 13, T36N-R11E. REM AFTER DIV  
PER R90-065263 NDA:

**Findings of Fact-“Exhibit B”**

**Standards for a Special Use Permit**

Chapter 220-1209D of the Code of the Village of Homer Glen states the required standards for making findings of fact for a special use (and any amendments thereto). The following are the categories with the staff’s recommended findings (*in italics*):

1. That the establishment, maintenance or operation of the special use will not be detrimental to, or endanger, the public health, safety, morals, comfort or general welfare.

*The 24-hours of operation request is for a Fitness Center within the longstanding Megaplex gym. The purpose of this Special Use is to provide community members access to gym facilities when needed and based on their schedules. The gym is not detrimental to the community and does not endanger public health, safety, or morals since the gym is providing a service for members to pursue their health goals.*

2. The proposed use at the proposed location will not have an undue or substantial adverse effect, above and beyond that inherently associated with such use, irrespective of the location in the particular zoning district, upon adjacent property, the character of the neighborhood, or other matters affecting the public health, safety and welfare of the community.

*The proposed use fits the character of the existing gym and complements the Megaplex’s facilities. The gym aligns with the C-1 Zoning District.*

3. That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.

*Above Strength & Fitness does not have any adverse effects on neighboring properties and does not impair property values within Homer Glen.*

4. The proposed use at the particular location is desirable to provide a service or facility in the interest of public convenience and the gain to the public and all or a part of the community exceeds the hardship imposed upon the property owner.

*The gym facility provides a public convenience of a 24-hour access boutique gym. The gym allows members to access the equipment during hours that work best for the individual instead of being constrained to certain hours.*

5. The proposed use is generally suitable for the particular zoning district and will not adversely affect development of adjacent properties in accord with the applicable district regulations.

*The proposed use is highly suitable for the Megaplex and does not impact the development of adjacent properties.*

6. That the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

*The establishment of a 24-hour gym does not impede the normal and orderly development of the surrounding properties.*

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

*The exterior of the Megaplex building will not be altered. Above Strength & Fitness will only add a wall sign to the front of the building, replacing the previous tenant's sign.*

8. That the adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided.

*Above Strength & Fitness is replacing an existing gym and will have adequate utilities and an access road off of Bell Road. The Megaplex already has the necessary facilities to accommodate another gym tenant.*

9. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

*The proposed use will not impact traffic on Bell Road since it is an existing use.*

10. The proposed use has been considered in relation to the location, goals and objectives of the Village's Comprehensive Plan and is in general accord with the guidelines of the plan.

*Above Strength & Fitness aligns with the Village's 2005 Comprehensive Plan and will complement the neighborhood as a small business.*

**Plan Commission Recommendation**

*Commissioner Stanly made a motion to recommend approval, seconded by Commissioner Marshall, for 24-hour operation, in accordance with the reviewed plans, public testimony, and staff report, in the C-1 Neighborhood Commercial District at the common address 15301 S. Bell Road, Homer Glen, Illinois [Case No. HG-2600-SP]. The motion carries 6-0.*

*Commissioner Stanly made a motion to recommend approval of staff's findings of facts, seconded by Commissioner Foley, for 24-hour operation, in accordance with the reviewed plans, public testimony, and staff report, in the C-1 Neighborhood Commercial District at the common address 15301 S. Bell Road, Homer Glen, Illinois [Case No. HG-2600-SP]. The motion carries 6-0.*

*This case will go to the Village Board on Wednesday, March 25, 2026 for final action.*



## AGENDA SUPPLEMENT SHEET

**Agenda Item Number:** L.2  
**Village Board Meeting Date:** March 25, 2026  
**Plan Commission Meeting Date:** March 5, 2026

**Item Title:** Consider for Approval an Ordinance granting a Major Change to a PUD to allow an additional wall sign on the north elevation of certain real property located in the C-3 General Business District at 14135 S. Bell Road, Homer Glen, Illinois [HG-2605-APUD].

**Motion for Consideration:** Is there a motion to Approve an Ordinance granting a Major Change to a PUD to allow an additional wall sign on the north elevation of certain real property located in the C-3 General Business District at 14135 S. Bell Road, Homer Glen, Illinois [HG-2605-APUD]?

**Staff Contact:** Taylor Udarbe, Senior Planner

### **Plan Commission Recommendation**

At the public hearing on March 5, 2026, the Plan Commission voted **6-0** to recommend approval of the requested Major Change to a PUD with the exception to permit an additional wall sign on the north elevation. The Plan Commission meeting minutes from March 5, 2026 have been attached to this supplement sheet.

### **Public Comment & Testimony**

There were no public comments or public testimony given at the public hearing for this case.

### **Background:**

The applicant, Sandip Patel on behalf of the Dunkin' and Baskin Robbins store at 14135 S. Bell Road, has applied for a Major Amendment to the Gooding Grove Planned Development (PUD) with the request for an exception to permit an additional wall sign on the north elevation. This sign has already been installed on the building without a permit.

In 2024, staff reviewed the Commercial Remodel permit #2024-7232 for the subject property and made note that the signs included in the rendering were NOT permitted as part of the remodel permit and that a separate permit was required. Staff also noted on the rendering that the two (2) proposed sign for the Dunkin' on the north elevation required a Variance. *[Staff incorrectly called out a Variance instead of the required amendment to the PUD.]* See Attachment 4 for the approved P&Z approved plan set for remodel permit.

Their sign contractor then submitted sign permit #2024-8832, which still included the second Dunkin' sign on the north elevation. Staff asked the sign contractor how they wanted to proceed, either removing the nonconforming sign or applying for a variance *[again, incorrectly noting a variance instead of a PUD amendment but nevertheless zoning relief was required]*, and the contractor indicated they will not move forward with the Homer Glen Dunkin' sign installation. The

approved sign plans for the permit clearly indicated denial of this sign and called out approval of the primary “Dunkin” sign. This approved plan along with the email thread with the contractor have been included as *Attachment 5 & 6, respectively*.

On November 26, 2025, Building Department staff performed final electric inspection on the site and informed Planning staff that the “Homer Glen Dunkin” sign was already installed. See photo below from Casey Strugielski, Building Department Manager. This inspection failed with Building staff noting the signs do not match zoning approval. This is a retroactive request for approval of the Major PUD amendment exception to permit an additional wall sign on the north elevation. Denial of this amendment will require removal of 1 of the Dunkin’ sign on the north elevation to meet code.



**Conformance with Zoning Regulations:**

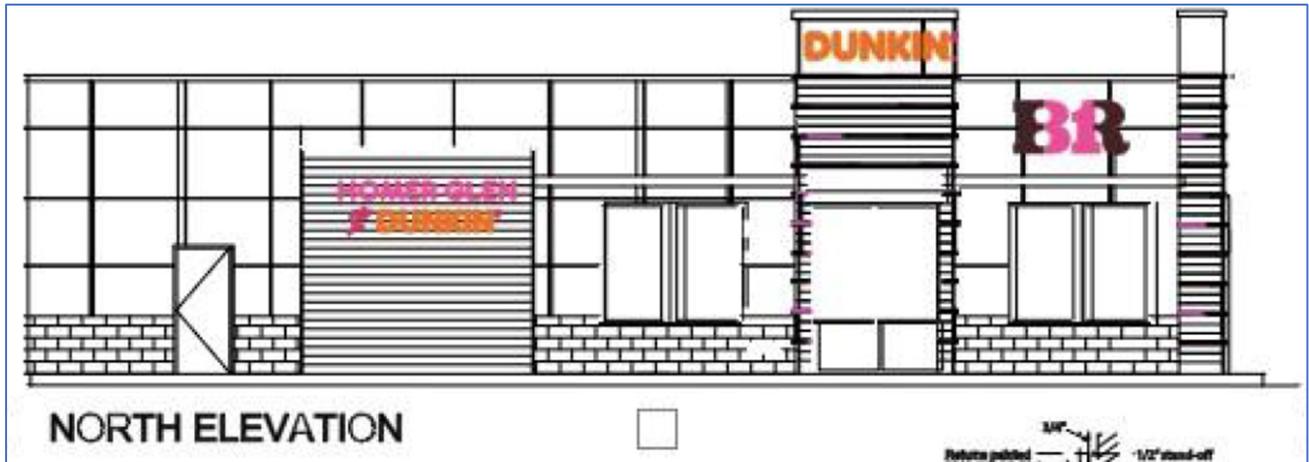
**§ 220-1005 Signs.**

Per § 220-X-1005B(4) *Permitted signs in business districts (C-1 through C-6)*, the maximum number of wall signs is 1 per building elevation per business or tenant facing a public street or private circulation road.

With both Dunkin’ and Baskin Robbins as tenants for the subject property, each tenant would be permitted 1 wall sign for the elevations facing roads. The north Elevation was permitted 1 Dunkin’ and 1 Baskin sign. The added Homer Glen Dunkin’ sign on the north elevation has triggered the amendment to the PUD with the exception to permit an additional wall sign.

The site had a north building elevation measuring 66 feet, which permits a maximum 49.35’ width for wall signs and 82.35sf for copy area. The aggregate total of the proposed signs at 24.73’ and 64.16sf on the north side is within this allowance.

<b>NORTH ELEVATION SIGNS</b> (see rendering below)				
	<i>Homer Glen Dunkin'</i>	<i>Dunkin'</i>	<i>BR</i>	AGGREGATE
Sign Width (feet)	9.83'	8.5'	6.42'	24.73'
Copy Area (sf)	26.5 sf	13.66 sf	24 sf	64.16 sf



Article IX Planned Development:

Per § 220-903 *Compliance and amendments*, A "major change" [to the planned development] is a change which alters the concept or intent of the planned development and includes changes that significantly alters the appearance of structures or signs.

As the addition of the extra Dunkin' sign not only changed the appearance of the sign and the building but also does not meet Sign code requirements, staff determined a Major PUD amendment was required for this project. With this amendment, the applicant is requesting an exception to the Village Code to permit an additional wall sign on the north elevation.

**Findings of Fact**

Section 220-1209(D) of the Code of the Village of Homer Glen states the required Findings of Fact for special use permits. The Code requires that the Plan Commission consider these standards in making its finding and determining a recommendation to send to the Village Board. *Please refer to the Ordinance for the Plan Commission's standards.*

**Conformance with other Village Regulations**

**Exterior Construction Standards (Chapter 75, Article II):** The exterior construction standards do not apply to this request as it would apply to the commercial structure itself, not the proposed wall sign.

**Outdoor Lighting (Chapter 75, Article II):** The Lighting regulations do not apply to this request as the sign is non-illuminated. The Village's lighting ordinance also does not apply clear standards for wall signage.

**Conservation Subdivision (Chapter 138-5(C)):** The Conservation Subdivision regulations do not apply to this request because the applicant has not proposed the development of a residential subdivision greater than ten (10) acres in area, nor have they proposed the development of a residential subdivision made up of lots less than one and one-half (1.5) acres in size.

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

**Subdivision & Stormwater (Chapter 138, Article I):** The Subdivision regulations do not apply to this request as the applicant has not proposed the division of the subject property. The Stormwater regulations do not apply to this request.

**Conformance with Adopted Plans**

**Comprehensive Land Use Plan:** This property is designated as “commercial” in the Village’s Comprehensive Plan. This aligns with the subject property’s current zoning, C-3 General Business and the continued use of a Drive-through restaurant in this location.

**Transportation Plan:** There are no changes to the existing access to the subject property.

**Budget Implications:** None

**Attachments**

1. Minutes of the March 5, 2026 Plan Commission meeting
2. Zoning Map
3. Proposed Sign Rendering 01.30.26
4. Commercial Remodel Permit #2024-7232 Approved Plans 08.27.24
5. Sign Permit #2024-8832 Approved Plans 11.19.24
6. Sign Permit #2024-8832 Correspondence 11.19.24

**Attachment 1 - Minutes of the March 5, 2026 Plan Commission meeting**

**Case No. HG-2605-APUD: Dunkin' wall sign:** A request for approval of a Major Change to a PUD with exceptions for certain real property located in C-3 General Business District at 14135 S. Bell Road, Homer Glen, Illinois (PIN: 16-05-01-301-010-0000).

Planner Udarbe introduced the case for a request for approval of a Major Change to a PUD with an exception for a north elevation wall sign. On behalf of the Dunkin' and Baskin Robbins store, Sandip Patel has applied for a Major Amendment to the Goodings Grove development with the request for an exception to permit an additional wall sign. The sign has been already installed without permit approval. Planner Udarbe explained the timeline with Permit #2024-7232 for a commercial remodel permit where the signs included were not permitted as part of the remodel permit and that a separate permit was required. For Permit #2024-8832, the sign plans still show the additional wall sign on the north elevation even though staff members told the business owner that the sign was not permitted. Planner Udarbe asked the applicant if they wanted to remove the sign to comply or apply for a variance (which was actually a Major Change to a PUD). The applicant said that they would remove the additional sign to comply. During an inspection on November 26, 2025 (a week after the permit was issued), staff members noticed that additional wall sign was installed.

Planner Udarbe explained that businesses can have a maximum number of 1 wall sign per building elevation per business or tenant facing a public street or private circulation road. The north elevation already had 2 wall signs (one for Dunkin and one for Baskin Robbins). Planner Udarbe showed all the zoning regulations, and the business owner is just asking for one exception for an extra sign. The extra sign changed the appearance of the building which falls under a Major PUD Amendment.

*Commissioner Stanly made a motion to open the public hearing, seconded by Commissioner Mesaf. A voice vote was taken, all voting in favor, zero (0) opposed. The public hearing was opened.*

**Petitioner Comment:** None at this time.

**Public Comment:** None.

**Plan Commission Discussion:**

Commissioner Marshall said this sign is the same as the recently approved Dunkin' sign on 159<sup>th</sup>. We have several businesses with multiple signs such as Runnings and John Deere. Commissioner Marshall does not have a problem with this. Chairman Hand agrees with Commissioner Marshall and that this is an identical sign that was approved.

Chairman Hand asked if this Dunkin' and the one on 159<sup>th</sup> have the same owners. Sandip Patel stated that they do not own the 159<sup>th</sup> Street Dunkin'. Chairman Hand added that this sign is a trademark that personalizes the building.

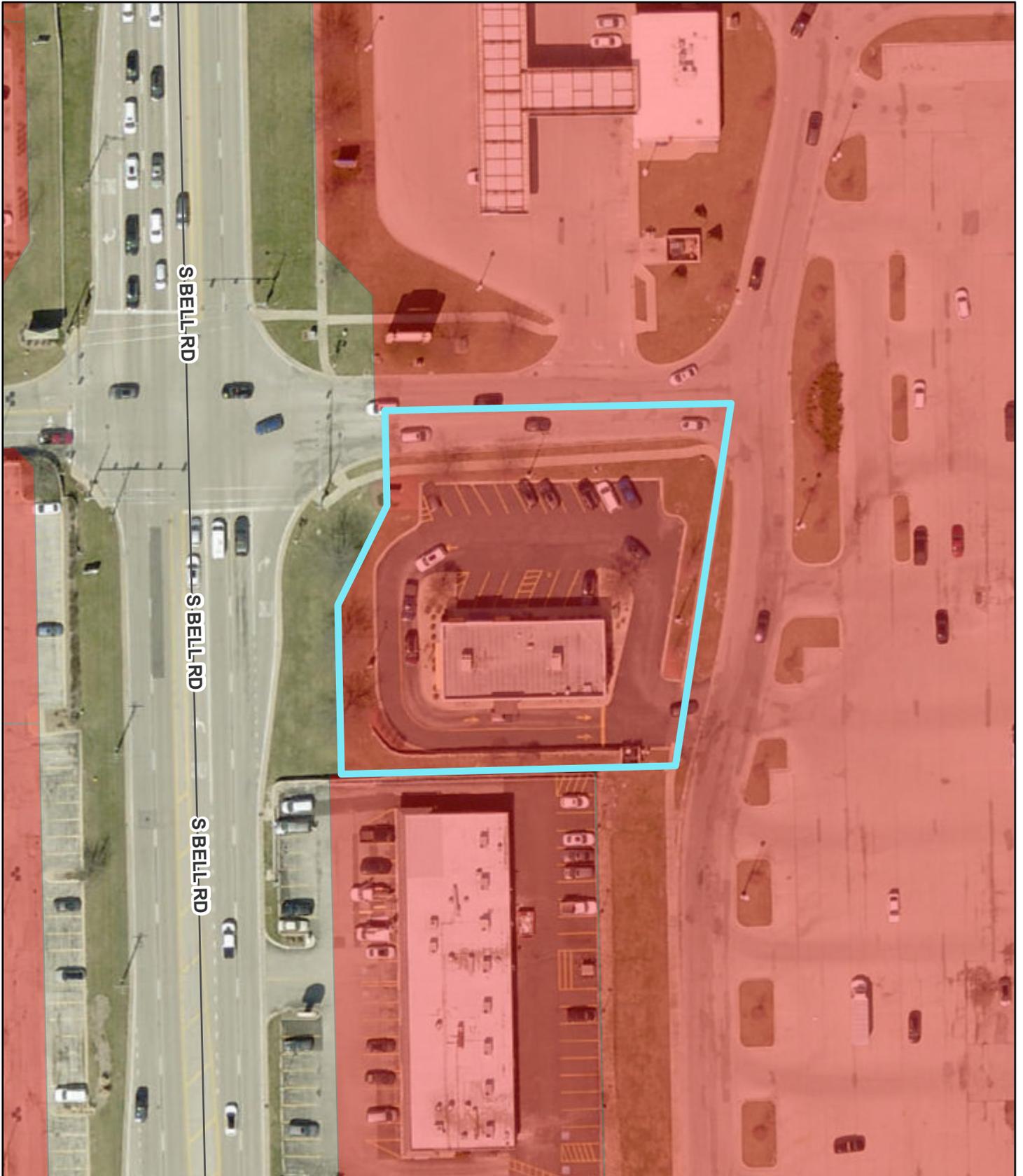
*Commissioner Foley made a motion to close the public hearing, seconded by Commissioner Lyons. A voice vote was taken, all voting in favor, zero (0) opposed. The public hearing was closed.*

*Commissioner Foley made a motion to recommend approval, seconded by Commissioner Marshall, of a Major Change to a PUD with the exception to permit an additional wall sign on the north elevation, in accordance with the reviewed plans, public testimony, and staff report, for certain real property located in the C-3 General Business District at 14135 S. Bell Road, Homer Glen, Illinois [HG-2605-APUD]. The motion carries 6-0.*

*Commissioner Foley made a motion to recommend approval of staff's findings of facts, seconded by Commissioner Stanly. The motion carries 6-0.*

*This case will go to the Village Board on Wednesday, March 25, 2026 for final action.*

ATTACHMENT 2 - ZONING MAP



2/25/2026, 11:06:49 AM

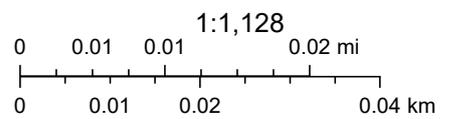
 Homer Glen Boundary

 Street Centerlines

Zoning Districts

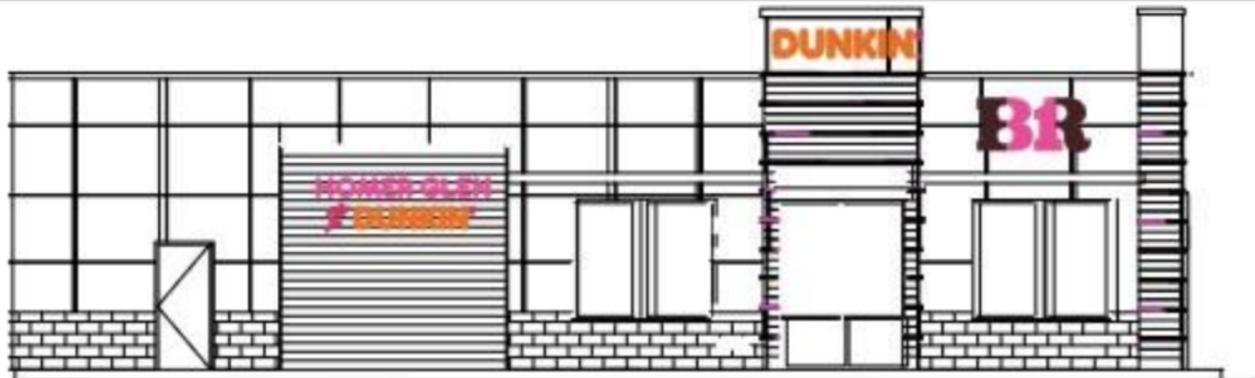
 C-3 General Business

 SUBJECT PROPERTY

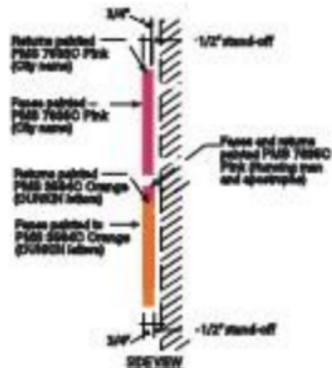
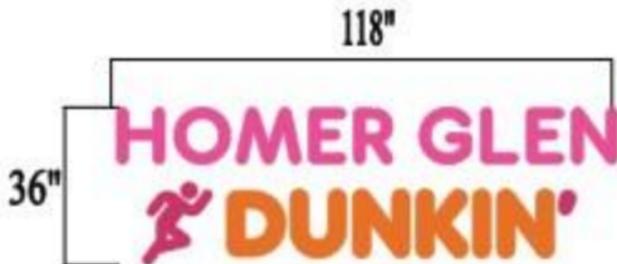


County of Will, Microsoft, Vantor

Non-Illuminated Sign Letters



NORTH ELEVATION



STRICTLY NEON, INC.  
4608 W. 137TH ST.  
CRESTWOOD, IL 60445  
(708)597-1616  
(708)597-8638 FAX

LOCATION  
14135 S BELL RD  
HOMER GLEN, IL 8  
CLIENT  
DUNKIN DONUTS

GENERAL INFORMATION:  
Date: 01/30/2026  
Time: 10:00 AM  
Project: 14135 S BELL RD  
Client: DUNKIN DONUTS  
Address: 14135 S BELL RD  
City: HOMER GLEN, IL  
State: IL  
Zip: 60142  
Phone: (708) 597-1616  
Fax: (708) 597-8638  
Email: info@strictlyneon.com  
Website: www.strictlyneon.com

PLANNING & ZONING  
**RECEIVED**  
01/30/2026

COLORS:  
PMS 7680 Pink  
PMS 3540 Orange

# ATTACHMENT 4 - Commercial Remodel Permit #2024-7232 Approved Plans 08.27.24



GLEASON ARCHITECTS, P.C.

769 Heartland Drive, Unit A  
Sugar Grove, Illinois 60554  
Phone: 630-466-8740  
Fax: 630-466-8760

E-mail: diane@gleasonarchitectspc.com

THESE DRAWINGS, INCLUDING ALL DESIGNS, DETAILS, SPECIFICATIONS AND INFORMATION ARE THE SOLE PROPERTY AND COPYRIGHT OF GLEASON ARCHITECTS, P.C. AND ARE FOR USE ON THIS SPECIFIC PROJECT AND SHALL NOT BE USED ON ANY OTHER WORK WITHOUT THE AGREEMENT AND WRITTEN PERMISSION OF GLEASON ARCHITECTS, P.C.

ISSUED	DATE
FOR APPROVAL	
FOR PERMIT	
FOR BID	
FOR CONST.	

REVISIONS	DATE
△	
△	
△	

PROJECT: DUNKIN BR PC#  
14135 S Bell Road  
Homer Glen, IL 60401

CLIENT: The Diesel Group  
Homer Glen, IL

JOB NO. 23-045  
DATE 12/22/2023  
FILE 01-A2  
PLOT SCALE: 1

OWNER APPROVAL

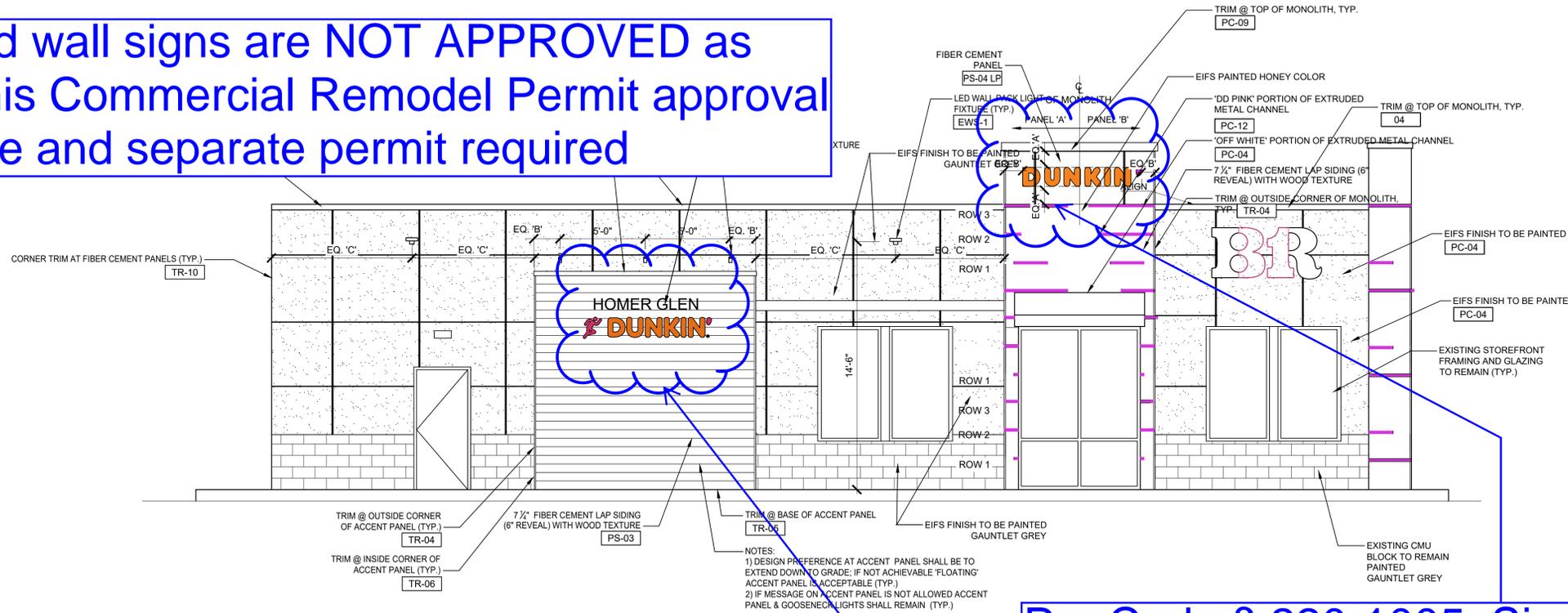
Signature \_\_\_\_\_  
Date \_\_\_\_\_

SHEET TITLE  
ELEVATIONS

SHEET NUMBER

A5

Proposed wall signs are NOT APPROVED as part of this Commercial Remodel Permit approval - variance and separate permit required

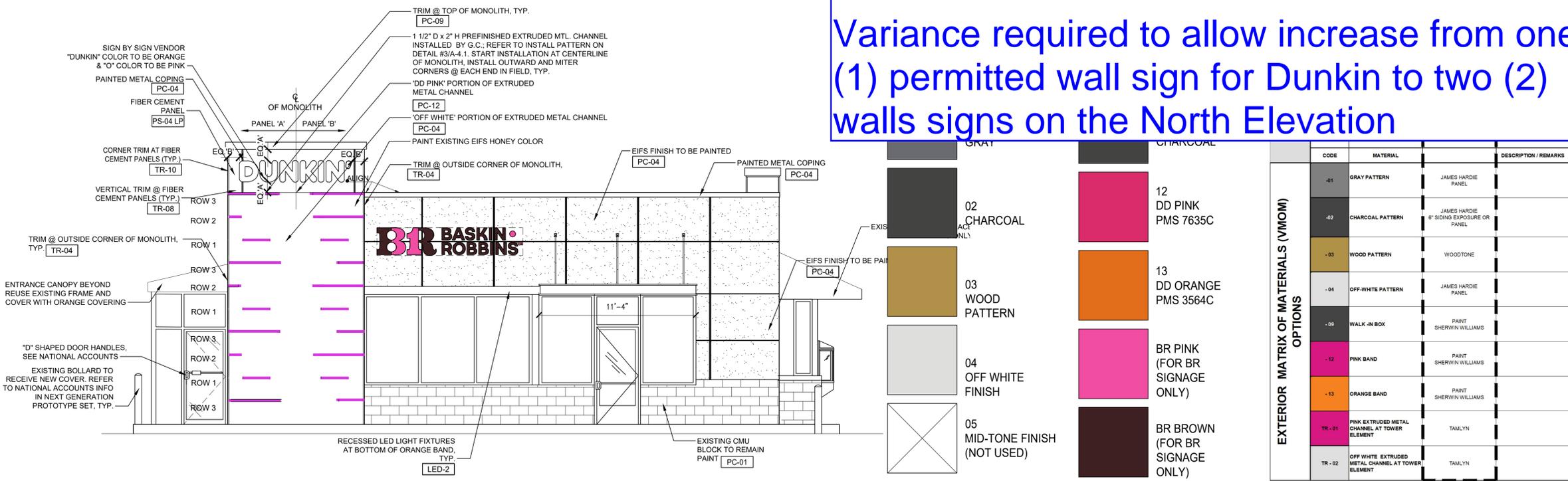


**NORTH ELEVATION**

SCALE: 1/4"=1'-0"

Per Code § 220-1005: Signs: 1 [wall sign] per building elevation per business or tenant facing a public street or private circulation road

Variance required to allow increase from one (1) permitted wall sign for Dunkin to two (2) walls signs on the North Elevation



**WEST ELEVATION**

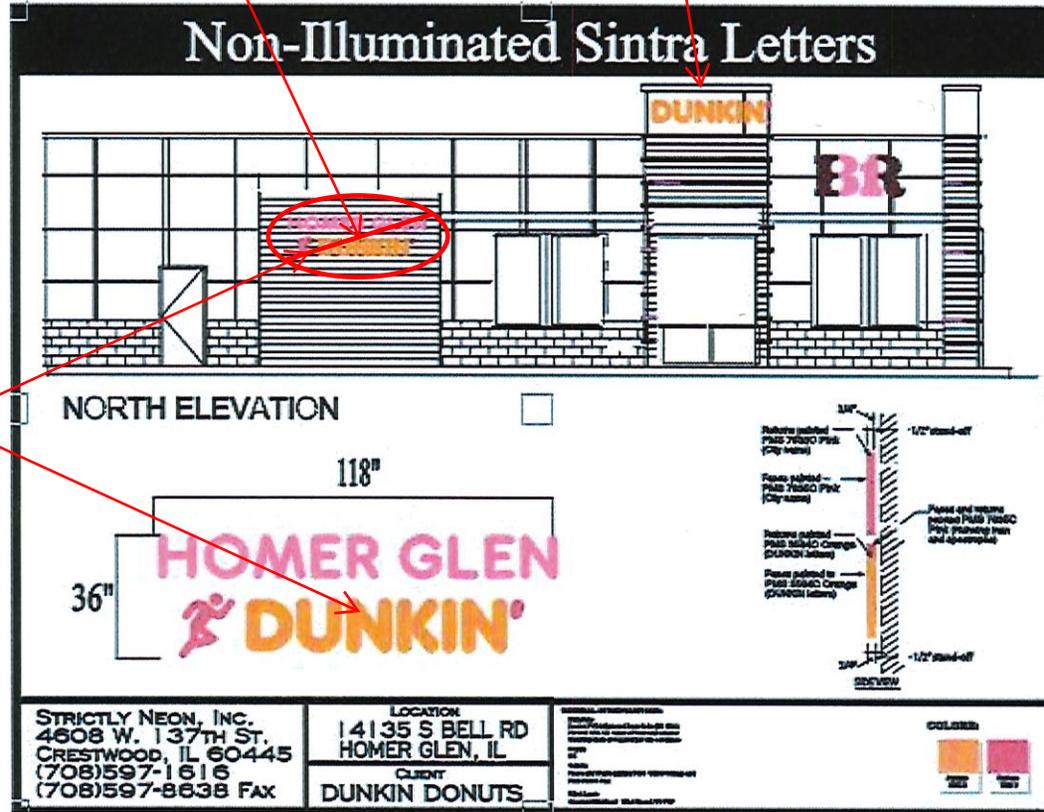
SCALE: 1/4"=1'-0"

CODE	MATERIAL	DESCRIPTION / REMARKS
01	GRAY PATTERN	JAMES HARDIE PANEL
02	CHARCOAL	DD PINK PMS 7635C
03	WOOD PATTERN	DD ORANGE PMS 3564C
04	OFF WHITE FINISH	BR PINK (FOR BR SIGNAGE ONLY)
05	MID-TONE FINISH (NOT USED)	BR BROWN (FOR BR SIGNAGE ONLY)

CODE	MATERIAL	DESCRIPTION / REMARKS
-01	GRAY PATTERN	JAMES HARDIE PANEL
-02	CHARCOAL PATTERN	6" SIDING EXPOSURE OR PANEL
-03	WOOD PATTERN	WOODTONE
-04	OFF-WHITE PATTERN	JAMES HARDIE PANEL
-09	WALK-IN BOX	PAINT SHERWIN WILLIAMS
-12	PINK BAND	PAINT SHERWIN WILLIAMS
-13	ORANGE BAND	PAINT SHERWIN WILLIAMS
TR-01	PINK EXTRUDED METAL CHANNEL AT TOWER ELEMENT	TAMLYN
TR-02	OFF WHITE EXTRUDED METAL CHANNEL AT TOWER ELEMENT	TAMLYN

only one (1) sign per building elevation per business or tenant facing a public street or private circulation road

11.19.24 applicant will forgo "Homer Glen Dunkin" sign

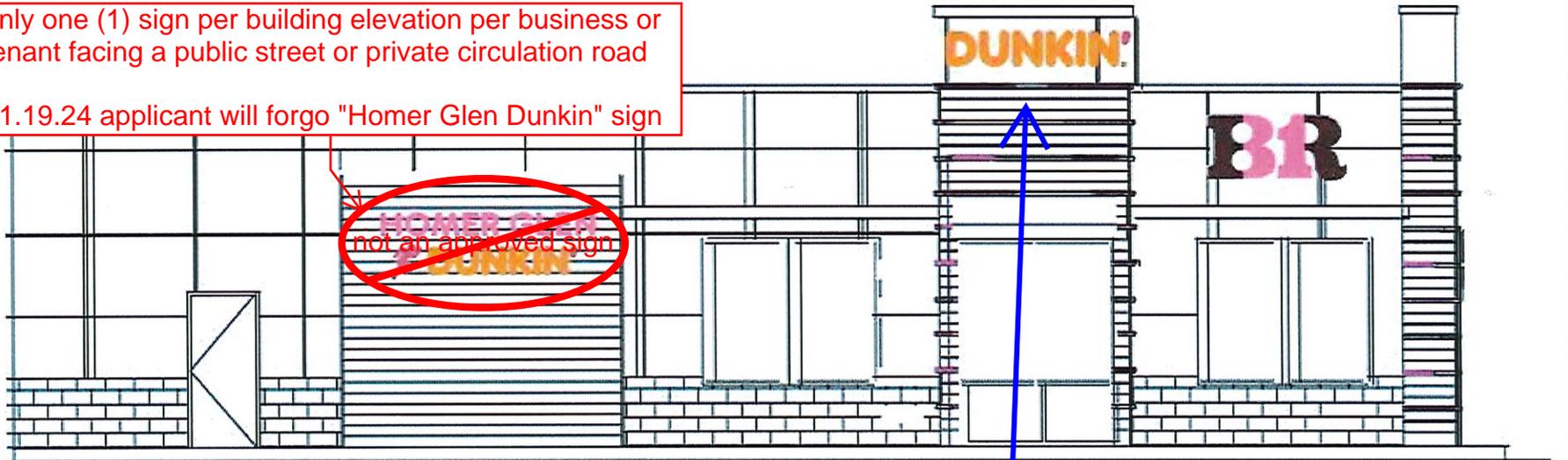


**DENIED**  
Planning & Zoning Department

# Interally Illuminated Flush Mounted Channel Letters

only one (1) sign per building elevation per business or tenant facing a public street or private circulation road

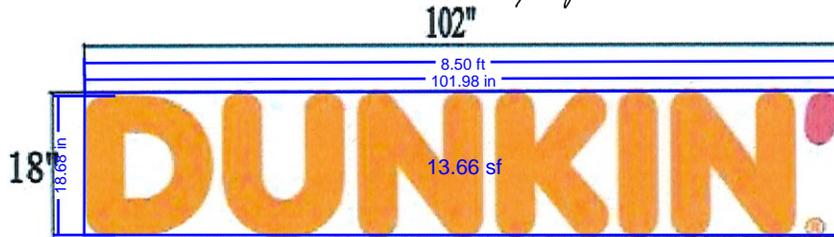
11.19.24 applicant will forgo "Homer Glen Dunkin" sign



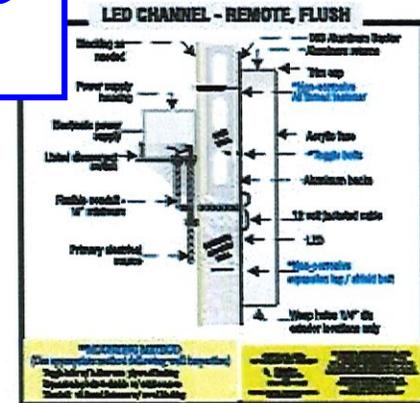
NORTH ELEVATION

APPROVED  
Planning & Zoning Department

*Laura Loh*



APPROVED  
SIGN



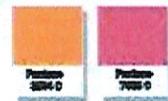
STRICTLY NEON, INC.  
4608 W. 137TH ST.  
CRESTWOOD, IL 60445  
(708)597-1616  
(708)597-8638 FAX

LOCATION  
14135 S BELL RD  
HOMER GLEN, IL  
CLIENT  
DUNKIN DONUTS

GENERAL SPECIFICATIONS:  
Material: 6063-T5 aluminum extrusion; 6063 aluminum back;  
Mounting hardware as determined by site conditions;  
Wiring: 1/2" jacketed 18 AWG 7500C Dark Gray  
Finish: 1" 9011 Stainless  
Mount: 2" x 2" x 1/2" white acrylic face w/ 1/2" stainless brackets;  
Channel to be 18 AWG 7500C, 18 AWG 7500C (Orange)  
Aperture to be 18 AWG 7500C, 18 AWG 7500C (Pink)  
Wind Load: Standard Wind Load - Wind Speed / 35 PSF

ELECTRICAL:  
Wiring to be 18 AWG 7500C 18 AWG 7500C or equivalent  
LED's to be installed for even and consistent lighting  
with full test light or window  
18 AWG 7500C  
Remote power supply  
UL Listed

COLORS:



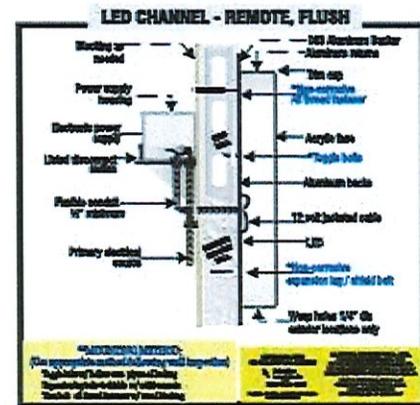
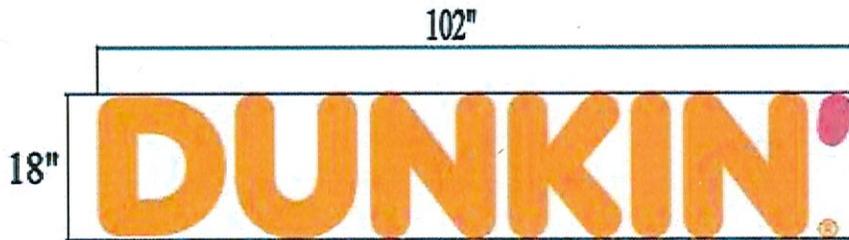
# Interially Illuminated Flush Mounted Channel Letters



WEST ELEVATION

APPROVED  
Planning & Zoning Department

*Laura Loh*



**STRICTLY NEON, INC.**  
4608 W. 137TH ST.  
CRESTWOOD, IL 60445  
(708)597-1616  
(708)597-8638 FAX

**LOCATION**  
14135 S BELL RD  
HOMER GLEN, IL

**CLIENT**  
DUNKIN DONUTS

**GENERAL SPECIFICATIONS:**

Material: 6063 T5 aluminum extrusion; OR aluminum extrusion  
Mounting hardware as determined by site conditions  
Shape letters as required  
Finish: 2712 (white) PMS 7600C Dark Gray  
Thickness: 1/2" (1/4" for 18" height)  
Finish: 2712 (white) PMS 7600C Dark Gray  
1/2" (1/4" for 18" height)  
Finish: 2712 (white) PMS 7600C Dark Gray  
1/2" (1/4" for 18" height)  
Finish: 2712 (white) PMS 7600C Dark Gray  
1/2" (1/4" for 18" height)

**ELECTRICAL:**

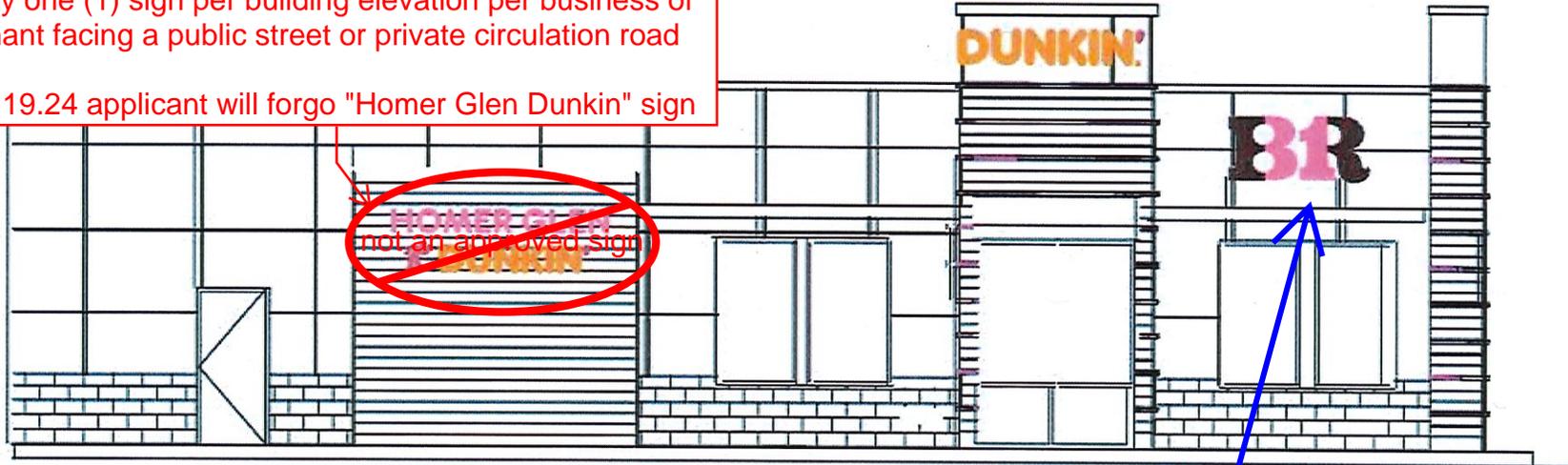
Conductor to be #12 AWG THHN/THWN-2 or equivalent  
LEDs to be protected for surge and overcurrent lighting  
Approved hot leads or conductors  
(1) 250V/120V circuit  
Remote power supply  
UL Listed





# Interially Illuminated Flush Mounted Channel Letters

only one (1) sign per building elevation per business or tenant facing a public street or private circulation road  
 11.19.24 applicant will forgo "Homer Glen Dunkin" sign

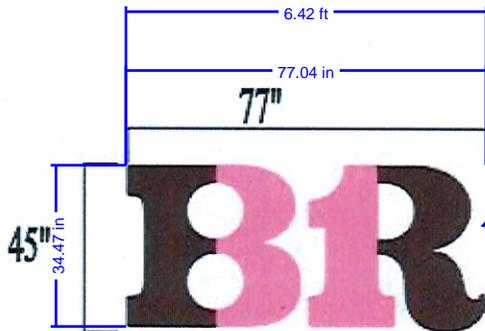


NORTH ELEVATION

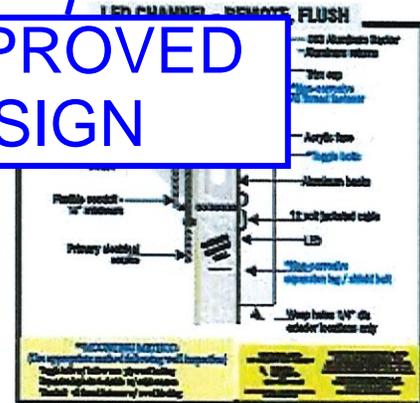
APPROVED  
 Planning & Zoning Department

*Lucy Van*

APPROVED  
 SIGN



check dimensions



**STRICTLY NEON, INC.**  
 4608 W. 137TH ST.  
 CRESTWOOD, IL 60445  
 (708)597-1616  
 (708)597-8638 FAX

**LOCATION**  
 14135 S BELL RD  
 HOMER GLEN, IL

**CLIENT**  
 DUNKIN DONUTS

**GENERAL SPECIFICATIONS:**

Manufacturer: 600 x 1/2" aluminum extrusion, 6061 aluminum extrusion  
 Mounting hardware as determined by site conditions  
 Wrap tape as required  
 Material: 3/4" D polished PMS TUNGOL Dark Gray  
 Finishing: 1" 2000 Series  
 Finish: PMS  
 Sign: 3/16" 6061 white acrylic face of 1/2" extrusion dimension  
 LED: 12000 Hours (60,000 hours typical)  
 PMS: PMS 60000 Series (60,000 hours typical)  
 Thickness: 1/4" 6061 aluminum  
 Mount: Standard metal base - 1/2" x 1/2" x 1/2" (3/4" deep)

**ELECTRICAL:**

Manufacturer to be Agilent 10-0000-0000-A or equivalent  
 LED's to be produced for even and consistent lighting  
 without hot spots or shadows  
 (1) 50A/120V circuit  
 Remote power supply  
 UL listed

**COLORS:**



**ATTACHMENT 6 - Sign Permit #2024-8832 Correspondence 11.19.24**

**From:** Walter Wysocki <strictlyneon@core.com>  
**Sent:** Tuesday, November 19, 2024 10:10 AM  
**To:** Taylor Udarbe  
**Subject:** {EXT}RE: {EXT}RE: 14135 S. Bell Road - Dunkin signs

Yes, electric hook up is already existing at this location.

Thanks so much!  
Alissa

---

**From:** Taylor Udarbe [<mailto:tudarbe@homerglenil.org>]  
**Sent:** Tuesday, November 19, 2024 8:53 AM  
**To:** Walter Wysocki  
**Subject:** RE: {EXT}RE: 14135 S. Bell Road - Dunkin signs

Good morning,

No revision required - I will just mark up the permit "approved as revised". I will finish this up today.

I see a note on here from the building department – can you confirm if electric hookup is existing for this signs?

Thanks,  
Taylor



**Taylor Udarbe**

**Village Planner**

14240 W. 151<sup>st</sup> Street | Homer Glen, IL 60491

Office: 708.301.0632 | Fax: 708.301.0417

[tudarbe@homerglenil.org](mailto:tudarbe@homerglenil.org)

---

**From:** Walter Wysocki <[strictlyneon@core.com](mailto:strictlyneon@core.com)>  
**Sent:** Tuesday, November 19, 2024 8:40 AM  
**To:** Taylor Udarbe <[tudarbe@homerglenil.org](mailto:tudarbe@homerglenil.org)>  
**Subject:** {EXT}RE: 14135 S. Bell Road - Dunkin signs

Good morning,

We will do away with the non-illuminated sign that reads Homer Glen (running man symbol) Dunkin'. Do we need to resubmit drawings reflecting this change?

Thanks!

**ATTACHMENT 6 - Sign Permit #2024-8832 Correspondence 11.19.24**

Alissa

---

**From:** Taylor Udarbe [<mailto:tudarbe@homerglenil.org>]  
**Sent:** Monday, November 18, 2024 4:36 PM  
**To:** [strictlyneon@core.com](mailto:strictlyneon@core.com)  
**Cc:** Christopher Gruba  
**Subject:** 14135 S. Bell Road - Dunkin signs

Good afternoon,

I am doing the sign permit review for the Dunkin' & Baskin Robbins at 14135 S. Bell Road. In my review, I see the north elevation is proposing three (3) wall signs: (2) two for Dunkin' & one (1) for Baskin Robbins. Per Village Code: only one (1) sign per building elevation per business or tenant facing a public street or private circulation road. I have attach the marked up rendering for reference. The west elevation can be approved as is and it appears there are no issues with the size and width of the proposed signage.

You have a few options. In order to get an approved permit, you must reduce the north elevation's sign quantity to only one (1) wall sign for Dunkin' and one (1) for Baskin Robbins. Alternatively, Dunkin' can apply for a sign variance. Most recently, the Runnings at 15830 S Bell Rd was granted a variance to allow up to eight (8) signs on one elevation. I have attached this ordinance for reference.

Please let me know how you would like to proceed. My direct line at the Village is 708-737-7703.

Thank you,  
Taylor



**Taylor Udarbe**

**Village Planner**

14240 W. 151<sup>st</sup> Street | Homer Glen, IL 60491

Office: 708.301.0632 | Fax: 708.301.0417

[tudarbe@homerglenil.org](mailto:tudarbe@homerglenil.org)

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**THE VILLAGE OF HOMER GLEN  
WILL COUNTY, ILLINOIS**

---

**ORDINANCE  
NUMBER 26-XXX**

---

**AN ORDINANCE APPROVING A MAJOR CHANGE TO A PUD  
GRANTING AN ADDITIONAL WALL SIGN ON THE NORTH  
ELEVATION OF CERTAIN REAL PROPERTY LOCATED IN THE C-3  
GENERAL BUSINESS DISTRICT AT 14135 S. BELL ROAD, HOMER  
GLEN, ILLINOIS [HG-2605-APUD].**

**CHRISTINA NEITZKE-TROIKE, Village President  
CANDICE BIELSKI, Village Clerk**

**Village Trustees  
BART HOLZHAUSER  
MIKE LEPORE  
CURT MASON  
NICHOLAS MULLER  
ROSE REYNDERS  
ROBERT SCHALLER**

AN ORDINANCE APPROVING A MAJOR CHANGE TO A PUD GRANTING AN ADDITIONAL WALL SIGN ON THE NORTH ELEVATION OF CERTAIN REAL PROPERTY LOCATED IN THE C-3 GENERAL BUSINESS DISTRICT AT 14135 S. BELL ROAD, HOMER GLEN, ILLINOIS [HG-2605-APUD].

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

**WHEREAS**, an application has been filed by Sandip Patel (“Applicant”) for a Major Change to a PUD in order to permit an additional wall sign on the north elevation for certain real property located in the C-3 General Business District at 14135 S. Bell Road, Homer Glen, Illinois; and,

**WHEREAS**, the real property to which the application and this Ordinance relate (“Subject Property”), is commonly known as 14135 S. Bell Road, Homer Glen, Illinois (PIN: 16-05-01-301-010-0000) and is legally described in Exhibit A, attached hereto; and,

**WHEREAS**, pursuant to a public notice published in a newspaper of general circulation within the Village as required by the Code of the Village of Homer Glen, the Plan Commission of the Village held a public hearing with regard to said application on March 5, 2026, and rendered its findings and recommendations to the Board of Trustees of the Village; and,

**WHEREAS**, the Plan Commission, after due consideration of the staff report, issues, exhibits, and testimony, made findings of fact which are incorporated into the record of its proceedings, and are attached hereto as “Exhibit B”; and recommended the approval of a Major Change to a PUD granting the Applicant an additional wall sign on the north elevation of the Subject Property [HG-2605-APUD]; and,

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

**WHEREAS**, the Village President and Board of Trustees after due consideration have determined that granting a Major Change to a PUD to permit an additional wall sign on the north elevation of 14135 S. Bell Road, Homer Glen, Illinois, is in conformance with the Village’s Comprehensive Plan and in the best interests of the public health, safety and welfare of the Village’s residents.

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

**Section 1. Incorporation of Recitals.** That the recitals and findings set forth above, and within the Plan Commission’s findings as set forth in Exhibit B, are incorporated by reference as if fully set forth herein, and are expressly adopted as the factual findings of the Village Board.

**Section 2. Special Use Permits.** The Village hereby approves a Major Change to a PUD, granting the Applicant an additional wall sign on the north elevation of 14135 S. Bell Road, Homer Glen, Illinois

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

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

**Section 5. Effective Date.** This Ordinance shall be in full force and effect from and after its passage and approval.

DRAFT

Adopted this 25<sup>th</sup> day of March, 2026 pursuant to a roll call vote as follows:

	<b><u>YES</u></b>	<b>NO</b>	<b>ABSENT</b>	<b>PRESENT</b>
Holzhauser				
Lepore				
Mason				
Muller				
Reynders				
Schaller				
Neitzke-Troike (Village President)				
TOTAL				

**APPROVED** by the Village President on March 25, 2026

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Christina Neitzke-Troike  
Village President

ATTEST:

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Candice Bielski  
Village Clerk

**Legal Description – “Exhibit A”**

**LEGAL DESCRIPTION**

LOT 10 IN GOODINGS GROVE PLANNED UNIT DEVELOPMENT, PHASE 1, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DATED APRIL 3, 2002, AS DOCUMENT NUMBER R2002-57104, IN WILL COUNTY, ILLINOIS.

Commonly known as: 14135 S. Bell Road, Homer Glen, IL 60491  
PIN: 16-05-01-301-010-0000

DRAFT

**Findings of Fact-“Exhibit B”**

**Standards for a Special Use Permit**

Chapter 220-1209D of the Code of the Village of Homer Glen states the required standards for making findings of fact for a special use (and any amendments thereto). The following are the categories with the staff’s recommended findings (*in italics*):

- (1) The establishment, maintenance or operation of the special use will not be detrimental to, or endanger, the public health, safety, morals, comfort or general welfare.

*The requested amendment to the Gooding’s Grove PUD with the exception to permit an additional wall sign on the north elevation for an existing drive-through establishment will not be detrimental to, or endanger, the public health, safety, morals, comfort or general welfare.*

- (2) The proposed use at the proposed location will not have an undue or substantial adverse effect, above and beyond that inherently associated with such use, irrespective of the location in the particular zoning district, upon adjacent property, or the character of the neighborhood.

*The request will not have an undue or substantial adverse effect, above and beyond that inherently associated with such use, irrespective of the location in the particular zoning district, upon adjacent property, or the character of the neighborhood.*

- (3) The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.

*The request will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood as the use has already been established.*

- (4) The proposed use at the particular location is deemed necessary for the public convenience and the gain to the public and all or a part of the community exceeds the hardship imposed upon the property owner.

*The request could be deemed necessary for the business operations or branding and may be necessary for public convenience. Per Village Code, signage is important in supporting the Village's economy by recognizing the need for adequate site identification and maintaining effective communication between signs and the public. Staff is not able to determine if these necessities exceed any hardship.*

- (5) The proposed use is generally suitable for the particular zoning district and will not adversely affect development of adjacent properties in accord with the applicable district regulations.

*There are no changes to the use, which have already been deemed suitable for the C-3 General Business District via OR09-017. The requested amendment to the Gooding's Grove PUD with the exception to permit an additional wall sign on the north elevation for an existing drive-through establishment will not adversely affect development of adjacent properties in accord with the applicable district regulations.*

- (6) The establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

*The use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.*

- (7) The adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided.

*Correct.*

- (8) Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

*Correct.*

- (9) The proposed use has been considered in relation to the location, goals and objectives of the Village's Comprehensive Plan and is in general accord with the guidelines of the plan.

*This property is designated as "commercial" in the Village's Comprehensive Plan. This aligns with the subject property's current zoning, C-3 General Business and the continued use of a Drive-through restaurant in this location.*

- (10) The special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, including planned developments, except as such regulations may, in each instance, be modified by the Village Board, pursuant to the recommendations of the Plan Commission.

*Other than the requested amendment to the Gooding's Grove PUD with the exception to permit an additional wall sign on the north elevation for an existing drive-through establishment, this property conforms to the regulations of the district.*



## AGENDA SUPPLEMENT SHEET

**Agenda Item Number:** L.3  
**Village Board Meeting Date:** March 25, 2026  
**Committee Meeting Date:** None

**Item Title:** Consider for Approval an Ordinance Amending §83-68 of the Code of the Village of Homer Glen, Increasing the Number of Class A Liquor Licenses Issued within the Village of Homer Glen.

**Motion for Consideration:** Is there a motion to approve an Ordinance Amending §83-68 of the Code of the Village of Homer Glen, Increasing the Number of Class A Liquor Licenses Issued within the Village of Homer Glen. It is understood that the number of Class A liquor licenses (Restaurant with Service Bar) will increase by one (1)?

**Recommendation:** Liquor Commissioner Mayor Neitzke-Troiike approves the above motion.

**Staff Contact:** Deputy Clerk Gina Marcotte

**Background Information:** Class A licenses are for a Restaurant with Service Bar. The current annual fee for a Class A license is \$2,000.00.

Per §83-66, License Classifications and Fees, of Chapter 83, Business Operations of the Code of the Village of Homer Glen, the Class A (Restaurant with Service Bar) Liquor License is defined as follows:

**Class A: Restaurant with Service Bar.**

- (1) A restaurant license authorizes the retail sale, for consumption on the license premises, of alcoholic liquor by the drink or vinous beverages by the bottle or carafe, or beer or margaritas by the pitcher of a capacity not to exceed 60 ounces.*
- (2) Service of alcoholic liquor shall be only during the time that food is being served and a full menu is in effect.*
- (3) The license shall only be available for premises defined as a "restaurant" herein containing a minimum area of 1,200 square feet.*
- (4) All such liquor service shall be from a service bar only; said bar shall not be available for customer use.*
- (5) Restaurant licenses shall be issued only to restaurants that have dining facilities as stated.*
- (6) The annual fee for a Class A license shall be \$2,000.*

The reason the Board has been asked to increase the number of available Class A liquor licenses is Sunita Mesquita, owner of HGBC, INC. d/b/a The Bite Homer, located at 14226 S. Bell Road, has applied to change her current liquor license. (**application is attached**) The Bite Homer currently has a Class F liquor license which allows for the sale of beer and wine only.

Mrs. Mesquita would like to sell margaritas as well. To sell margaritas, The Bite Homer would need to change from a Class F (Beer & Wine Retail Sale) liquor license to a Class A (Restaurant with Service Bar) liquor license.

**Budget Implications:** Approval of this item will add \$2,000.00 to the Village's revenue receipts - line Item 10-00-02-220.

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**THE VILLAGE OF HOMER GLEN  
WILL COUNTY, ILLINOIS**

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**ORDINANCE  
NUMBER 26-0xx**

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**AN ORDINANCE AMENDING §83-68 OF THE CODE OF  
THE VILLAGE OF HOMER GLEN, INCREASING THE  
NUMBER OF CLASS A LIQUOR LICENSES ISSUED  
WITHIN THE VILLAGE OF HOMER GLEN, WILL  
COUNTY, ILLINOIS**

**CHRISTINA NEITZKE-TROIKE, President  
CANDICE BIELSKI, Village Clerk**

**BOARD OF TRUSTEES**

**MIKE LEPORE  
BART HOLZHAUSER  
ROSE REYNDERS  
CURTIS MASON  
BOB SCHALLER  
NICK MULLER**

AN ORDINANCE AMENDING §83-68 OF THE CODE OF THE VILLAGE OF HOMER GLEN, INCREASING THE NUMBER OF CLASS A LIQUOR LICENSES ISSUED WITHIN THE VILLAGE OF HOMER GLEN, WILL COUNTY, ILLINOIS  
[Creating One Class A License for a Restaurant with Service Bar]

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 A" liquor license was filed with and reviewed by the Liquor Control Commissioner, with said application being for one (1) Class A license.

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: Amendment to §83-68 of the Code of the Village of Homer Glen – §83-68 of the Code of the Village of Homer Glen as presently existing is hereby amended to provide for the addition of one (1) new Class A – Restaurant with Service Bar license beyond those presently authorized and available.

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

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

Section 5: Effective Date - This Ordinance shall be in full force and effect from and after its passage and approval.

Adopted this 25<sup>th</sup> day of March pursuant to a roll call vote as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Schaller				
Holzhauser				
Muller				
Mason				
Reynders				
Lepore				
Neitzke-Troike (Village President)				
<b>TOTAL</b>				

**APPROVED** by the Village President on March 25, 2026.

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Christina Neitzke-Troike  
Village President

ATTEST:

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Candice Bielski  
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
- Class V - Salon License

**FOR VILLAGE USE ONLY**

**SUBMIT ORIGINAL TO VILLAGE CLERK**

Application Received on 3-17-26

By GINA M.

Zoning CG

Building Dept \_\_\_\_\_

App Fee Rec'd \_\_\_\_\_ Ck # \_\_\_\_\_

Annual Fee Rec'd \_\_\_\_\_ Ck # \_\_\_\_\_

Total Amount Paid: \_\_\_\_\_

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, 2026 and ending April 30, 2027.**

1. TYPE OF OWNERSHIP:  Individual  Partnership  Corporation  LLC

2. FULL BUSINESS NAME. HABC INC

DOING BUSINESS AS (d.b.a) THE BITE HOMER

Business Address 14226 S BELL ROAD Phone 908-301-5656

3. OWNERSHIP INFORMATION. (Insert additional sheets if necessary)

Name SUNITA MESQUITA Soc. Security No. [REDACTED]

Address [REDACTED] Title/ Position PRESIDENT

[REDACTED] Phone \_\_\_\_\_ % of Stock Held 100

Name \_\_\_\_\_ Soc. Security No. \_\_\_\_\_

Address \_\_\_\_\_ Title/ Position \_\_\_\_\_

Phone \_\_\_\_\_ % of Stock Held \_\_\_\_\_

Name \_\_\_\_\_ Soc. Security No. \_\_\_\_\_

Address \_\_\_\_\_ Title/ Position \_\_\_\_\_

Phone \_\_\_\_\_ % of Stock Held \_\_\_\_\_

Name \_\_\_\_\_ Soc. Security No. \_\_\_\_\_

Address \_\_\_\_\_ Title/ Position \_\_\_\_\_

Phone \_\_\_\_\_ % of Stock Held \_\_\_\_\_

- 4. 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.*

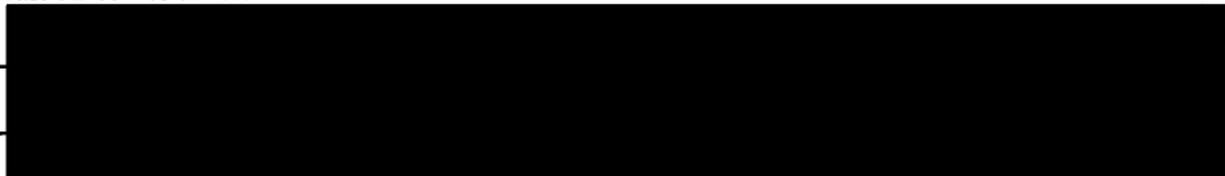
Date of Incorporation: Jan. 2019 \_\_\_\_\_

- 5. If an LLC, (Limited Liability Company), please provide Articles of Organization. *Attach Articles of Organization.*

Date LLC Formed: \_\_\_\_\_

- 6. Please provide the last three (3) residences of applicant or applicants: (Insert additional sheets if necessary)

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 \_\_\_\_\_

## PLEASE ANSWER THE FOLLOWING:

8. State the nature of the business or the nature of the business applicant proposes to conduct.  
FAST FOOD
9. If entertainment on premises, state type of entertainment VIDEO GAMING
10. State length of time applicant has been in business 17 YEARS
11. 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.)  
14226 BELL ROAD  
HOMER GLEN IL 60491
12. 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.)
13. 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 N/A  
Disposition N/A
14. 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 \_\_\_\_\_
15. 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 and the disposition of such application N/A
16. Has applicant ever been convicted of a felony or misdemeanor? NO If yes, state the nature of the crime N/A  
Date and place of conviction N/A  
Sentence imposed N/A
17. Is applicant disqualified to receive license under State law? N/A
18. Has applicant had previous license by State or any subdivision thereof or by Federal Government revoked, and the reason for such revocation? NO
19. Has any person, 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? NO
20. Does any fine or judgment, whatsoever, remain unpaid in any court of Will County? NO

21. 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

22. 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? NO

List \_\_\_\_\_

23. 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)? \_\_\_\_\_ Will he/she be present on the premises at all times during which liquor is sold or dispensed? \_\_\_\_\_

24. 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."*

25. Will applicant be on duty at all times? NO

26. List the following information for the proposed managers or assistant managers who will be on duty when applicant/owner is not present:

Name CONCEICAO MESQUITA Phone No. [REDACTED]  
Address [REDACTED] Date of Birth [REDACTED]  
Soc. Sec. No. [REDACTED]

Name JOSE BAUTISTA Phone No. \_\_\_\_\_  
Address [REDACTED] Date of Birth [REDACTED]  
Soc. Sec. No. [REDACTED]

J

COMPLETE AND SIGN

- 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 58<sup>th</sup> 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, Member or Partner

SUNITA MESQUITA PRESIDENT  
Print Name & Title

\_\_\_\_\_  
Signature of Applicant, Member or Partner

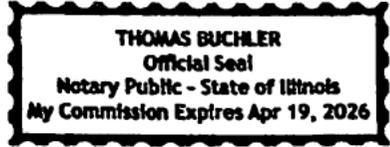
\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Signature of Applicant, Member or Partner

\_\_\_\_\_  
Print Name & Title

STATE OF Illinois SS.  
COUNTY OF DePage

Subscribed and sworn to before me, this 16<sup>th</sup> day  
of March A.D. 2020  
Thomas Buchler



NOTARY PUBLIC

***FOR USE BY VILLAGE OF HOMER GLEN ONLY***

Approved \_\_\_\_\_ Refused \_\_\_\_\_ this \_\_\_\_\_ day of

\_\_\_\_\_ A.D. \_\_\_\_\_

\_\_\_\_\_  
**LOCAL LIQUOR CONTROL COMMISSIONER**

LL# \_\_\_\_\_





## AGENDA SUPPLEMENT SHEET

<b><u>Agenda Item Number:</u></b>	<b>L.4</b>
<b>Village Board Meeting Date:</b>	<b>March 25, 2026</b>
<b>Committee Meeting Date:</b>	<b>None</b>

**Item Title:** Consider for Approval an Ordinance Amending §83-68 of the Homer Glen Code, Decreasing the Number of Class F- Beer & Wine Retail Sales Liquor Licenses by One (HGBC, INC. d.b.a. The Bite Homer.)

**Motion for Consideration:** Is there a motion to approve an Ordinance Amending §83-68 of the Homer Glen Code, Decreasing the Number of Class F- Beer & Wine Retail Sales Liquor Licenses by One (HGBC, INC. d.b.a. The Bite Homer) 14226 S. Bell Road, Homer Glen, IL?

**Staff Contact:** Deputy Clerk Gina Marcotte

**Background Information:** If Agenda Item L.3 was approved, it is recommended that the Board terminate The Bite Homer's Class F liquor license and decrease the number of available Class F – Beer & Wine Retail Sales licenses by one.

**Class F: Beer and Wine Retail Sales.**

- (1) A beer and wine retail sales license authorizes the retail sale of beer and wine only for consumption on the premises where sold by the glass, bottle, carafe or beer by the pitcher of a capacity not to exceed 60 ounces.*
- (2) Service of beer and wine shall be only during the time that food is being served.*
- (3) The license shall only be available for premises containing a minimum area of 1,200 square feet.*
- (4) The annual fee for a Class F license shall be \$1,500.*

**Budget Implications:** None

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**THE VILLAGE OF HOMER GLEN  
WILL COUNTY, ILLINOIS**

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**ORDINANCE  
NUMBER 26-0xx**

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**AN ORDINANCE AMENDING §83-68 OF THE CODE OF  
THE VILLAGE OF GLEN CODE, DECREASING THE  
NUMBER OF CLASS F LIQUOR LICENSES ISSUED  
WITHIN THE VILLAGE OF HOMER GLEN, WILL  
COUNTY, ILLINOIS**

**CHRISTINA NEITZKE-TROIKE, President  
CANDICE BIELSKI, Village Clerk**

**BOARD OF TRUSTEES**

**MIKE LEPORE  
BART HOLZHAUSER  
ROSE REYNDERS  
CURTIS MASON  
BOB SCHALLER  
NICK MULLER**

AN ORDINANCE AMENDING §83-68 OF THE CODE OF THE VILLAGE OF HOMER GLEN, DECREASING THE NUMBER OF CLASS F LIQUOR LICENSES ISSUED WITHIN THE VILLAGE OF HOMER GLEN, WILL COUNTY, ILLINOIS

[Removing One Class F- Beer & Wine Retail Sales]

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, upon review of Article VII – Liquor, of the Homer Glen Code, one "Class F – Beer & Wine Retail Sales" liquor license for HGBC, INC. d/b/a The Bite Homer will be terminated and the ordinance will reduce the number of Class F licenses by one.

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: Amendment to §83-68 of the Code of the Village of Homer Glen– §83-68 of the Code as presently existing is hereby amended to provide for the removal of one Class F – Beer & Wine Retail Sales licenses (HGBC, INC. d/b/a The Bite Homer) beyond those presently authorized and available.

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

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

Section 5: Effective Date - This Ordinance shall be in full force and effect from and after its approval.

Adopted this 25<sup>th</sup> day of March, 2026 pursuant to a roll call vote as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Schaller				
Holzhauser				
Muller				
Mason				
Reynders				
Lepore				
Neitzke-Troike (Village President)				
TOTAL				

**APPROVED** by the Village President on March 25, 2026.

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Christina Neitzke-Troike  
Village President

ATTEST:

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Candice Bielski  
Village Clerk