

**CORRECTED SECOND AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN THE VILLAGE OF HOMER GLEN
AND THE HOMER TOWNSHIP ROAD DISTRICT**

This **CORRECTED SECOND AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF HOMER GLEN AND THE HOMER TOWNSHIP ROAD DISTRICT** ("Corrected Second Amended Agreement") is made this 24th day of February, 2022 ("Effective Date"), by and between the Village of Homer Glen ("Village"), an Illinois home rule municipal corporation, and the Homer Township Road District ("District" or "HTRD"), an Illinois road district. Individually the Village and the District are sometimes referred to herein as a "Party" and collectively as the "Parties."

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

WHEREAS, Section 6(a) of Article VII of the Illinois Constitution of 1970 authorizes home rule units, such as the Village, to "exercise any power and perform any function pertaining to its government and affairs;" and

WHEREAS, Section 3 of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/3, permits any powers, privileges, functions or authority exercised or which may be exercised by a unit of local government, such as the Village and the District, to be combined and exercised jointly with any other unit of local government; and

WHEREAS, the Parties entered into an "Intergovernmental Agreement Between the Village of Homer Glen and the Homer Township Road District" on March 20, 2003, which has been amended from time to time (as amended, collectively the "Former Agreement"); and

WHEREAS, the Former Agreement set forth the obligations and rights of the Parties regarding the maintenance, regulation, funding and operation of roads within the Village's jurisdiction and the District's jurisdiction; and

WHEREAS, since 2003, under the Former Agreement, the District has maintained and been responsible for maintaining and improving approximately one hundred fifty-three (153) miles of the combined District Road System and the Village Road System; and

WHEREAS, the Village and the District have worked closely together under the Former Agreement and have enjoyed a close working relationship with regard to the District's maintenance and responsibility over the combined District Road System and the Village Road System; and

WHEREAS, on December 9, 2020, the Parties entered into an "Amended and Restated Intergovernmental Agreement Between the Village of Homer Glen and the Homer Township Road District" ("Amended Agreement"); and

WHEREAS, under the Amended Agreement, the Village assumed responsibility to maintain, improve, regulate and control the roads and streets within the Village's jurisdiction comprised of one hundred thirty-five (135) miles of roads and streets in the Village Road System; and

WHEREAS, under the Amended Agreement, the District retained responsibility to maintain, improve, regulate and control the roads and streets within the District's jurisdiction comprised of approximately eighteen to twenty-one (18 - 21) miles of roads and streets in the District Road System; and

WHEREAS, the roads and streets comprising the Village Road System and District Road System are set forth in Exhibit A attached hereto; and

WHEREAS, the Parties desire to amend and restate their respective obligations and rights in the Amended Agreement on the terms of this Corrected Second Amended Agreement; and

WHEREAS, the District desires that the Village assist the District with the maintenance of the roads and streets in the District Road System, as described in Exhibit A on the terms and conditions in this Agreement; and

WHEREAS, under this Corrected Second Amended Agreement, the Village will assist the District with the maintenance of the roads and streets in the District Road System as of the "Commencement Date," as defined in Section 4.B. below; and

WHEREAS, the Parties anticipate that the mileage included in the District Road System is expected to decrease over time due to annexations of property, roads and streets in Homer Township; and

WHEREAS, the District will continue to exercise control over the District Road System and provide limited maintenance and improvements of the roads and streets therein; and

WHEREAS, the District will need certain personal property and equipment in order to meet its obligations under this Corrected Second Amended Agreement; and

WHEREAS, the Parties desire that the Village convey certain surplus and idle real property, personal property and equipment to the District to assist in its obligations herein, on the terms and conditions in this Agreement; and

WHEREAS, on September 22, 2021 the parties executed the Second Amended and Restated Intergovernmental Agreement; and

WHEREAS, the Second Amended and Restated Intergovernmental Agreement included certain provisions in paragraphs 8, 9(P), and 9(R), which were inaccurate and did not correctly state the intention of the parties; and

WHEREAS, this Corrected Second Amended Agreement is intended to eliminate and rescind those provisions in paragraphs 8, 9(P), and 9(R) which were inaccurate and did not correctly state the intentions of the parties; and

WHEREAS, the corrections and revisions made to paragraphs 8, 9(P), and 9(R), in this Corrected Second Amended Agreement accurately state the intentions of the parties; and

WHEREAS, the corrections and revisions made to paragraphs 8, 9(P), and 9(R), in this Corrected Second Amended Agreement are intended to supersede and rescind in their entirety the provisions previously included in paragraphs 8, 9(P) and 9(R), which they have corrected and replaced.

NOW, THEREFORE, in consideration of the mutual covenants and provisions in this Corrected Second Amended Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and the District agree as follows:

1. Incorporation. The preambles set forth above are incorporated and are a part of this Agreement.
2. Second Amendment and Restatement. The Amended Agreement is restated and amended in its entirety by this Corrected Second Amended Agreement.
3. Overview of Agreement. The Parties desire that the Village assist the District with maintenance of the District Road System. The District shall maintain control and authority over the District Road System and perform limited maintenance work and road improvements. In order for the District to do so, the Village shall transfer certain idle and surplus real property, personal property and equipment to the District. The Parties believe that these transfers can be accomplished as set forth in this Agreement. In the event that these mutual and acknowledged assumptions are incorrect, then the Parties agree to make such modifications or amendments to this Agreement that are necessary to implement the assumptions and intents of the Parties.
4. Maintenance and Responsibilities.
 - A. Definitions.
 - (i) District Road System means those roads and streets noted reflected in Exhibit A, which are roads and streets over which the District has or acquired jurisdiction, pursuant to 605 ILCS 5/2-103 or other State or Federal law or regulation, excluding therefrom those roads and streets maintained by other entities, including but not limited to the County of Will, Illinois Department of Transportation ("IDOT") and private owners. Exhibit A shall be updated from time

to time by the District, without the need for an amendment to this Agreement, to reflect the then-current roads and streets within the District Road System.

(ii) Maintenance means snow plowing, shoulder, drainage ditch and storm sewer maintenance and repair, streetlight maintenance and repair, mowing right of ways, and maintenance, repair or resurfacing of paved roadway surfaces and repair and preservation activities, and other operations and duties related thereto.

B. District Road System Maintenance. Beginning September 27, 2021, or such other date as approved by the Parties in writing ("Commencement Date"), the Parties shall perform the following duties and responsibilities:

(i) Village responsibilities:

- Snow removal
- Salting
- Mowing
- Tree trimming
- Mechanic (as needed)
- Provide use of wash bay, crane bay in HGPW building for HTRD equipment/vehicles
- Provide use of HTRD surplus equipment/vehicles as needed to HTRD for them to perform scope of work listed above
- Provide use of fuel dispensing island
- Provide attic stock for signs, pipe culverts, stone, etc. already purchased by HTRD and residing in the HGPW building
- Provide storage space on HGPW property (for Old Culvert Disposal, Ditching Waste Disposal, Woodchip Disposal, Other Waste Disposal, Non-hazardous waste) prior to HTRD constructing storage facilities on their property (in the next 6 months after agreement is signed)
- Large projects which are out of scope for HTRD staff and equipment/vehicles

(ii) District responsibilities: Day to day operations, including:

Administration

- Emails
- Phone Calls/Emergency calls from Sheriff
- Required Paperwork
- Monthly Reports
- Road Bids
- Bid Openings
- Department Meetings

- Entrance Permits
- Inspections

Field Duties

- Culverts
- Asphalt cut out and repair
- Storm Sewers
- Resident Calls
- Sign Repair/Replacement
- Trash Collection
- Dead Animal Removal
- Drain Cleaning
- Pothole Patching
- Shoulder Stone
- Routine Building Maintenance
- Equipment Preventative Maintenance
- Ditch Work
- Driveway Asphalt
- Street and Intersection clearing of loose Stone

5. Payment. Village shall invoice District on a monthly basis for the cost of labor and materials for its performance of the duties and responsibilities set forth in Section 4.A.i. Village shall provide District with a schedule reflecting the billing rates for labor and materials prior to the Commencement Date. Said schedule may be updated from time to time by the Village and become effective thirty (30) days after notice to the District. District shall pay the Village invoice within 30 days of receipt.

6. Conveyances; Shared Equipment.

A. Intent and Overview. As of the Commencement Date, the Village shall no longer require the real property described in Exhibit B nor the personal property described in Exhibit C (both exhibits attached hereto and made a part hereof) ("Conveyed Property"). As such, the Conveyed Property shall be, and is determined by the Village to be, idle and surplus property as of the Commencement Date.

B. Real Property Conveyance. On the Commencement Date, the Village shall convey the real property portion of the Conveyed Property (Exhibit B) to the District pursuant to any lawful method, such as, but not limited to, under the Illinois Local Government Property Transfer Act, 50 ILCS 605/1, et seq. The Parties shall comply with all legal requirements and preconditions to the transfer of the real property portion of the Conveyed Property. The conveyance shall be pursuant to a "Real Estate Sale Contract" attached hereto as Exhibit E, and made part hereof ("Contract"), with such changes made to the Contract to make it consistent with this Agreement. The terms of the conveyance include:

- (i) Purchase price: Ten and No/100 Dollars (\$10.00);

- (ii) Warranties: as-is, where-is, with no warranties or representations of any kind, including environmental;
- (iii) Deed: Special Warranty Deed; and
- (iv) Any survey, title or closing costs: paid by the District.

C. Personal Property Conveyance. On the Commencement Date, the Village shall exchange and convey the personal property portion of the Conveyed Property (Exhibit C) to the District for Ten and No/100 Dollars (\$10.00) pursuant to any lawful method. The Parties shall comply with all legal requirements and preconditions to transfer of the personal property portion of the Conveyed Property. The exchange and conveyance of the personal property portion of the Conveyed Property shall be by a bill of sale in substantially the form attached hereto as Exhibit F and made a part hereof, with such changes thereto as reasonably made by the Parties. The conveyance of property in this Section 6 shall be final and irrevocable upon completion, and the rights of the respective Parties shall continue in perpetuity or as otherwise provided in the Bill of Sale, as applicable.

D. Leased Property. Simultaneous with the conveyance of the real property portion of the Conveyed Property from the Village to the District pursuant to Section 6.B., the District shall lease a portion of the property comprised of the area in the building from the north building wall to five (5) feet south of the north bay garage door (the "Leased Property") to the Village pursuant to any lawful method, such as, but not limited to under Sections and 6-107, 6-801 and 6-805 of the Illinois Highway Code, 605 ILCS 5/6-107, 6- 801 and 6-805, and pursuant to a written lease to be entered into by the Parties, and the District shall grant the Village a nonexclusive ingress, egress and access easement over the real property portion of the Conveyed Property to and from the Leased Property and 151st Street. The Parties shall comply with all legal requirements and preconditions to the lease of the Leased Property and the easement. The lease shall be pursuant to the "Lease" attached hereto as Exhibit G, and made part hereof ("Lease"), with such changes made to the Lease to make it consistent with this Agreement. The terms of the Lease include:

- (i) Term: ten (10) years, with renewals for additional ten (10) year terms, upon mutual agreement of the Parties.
- (ii) Rent: Ten and No/100 Dollars (\$10.00) per term.
- (iii) Utilities: all utilities shall be paid by the District.

E. Shared Equipment. The Parties acknowledge one party will occasionally need to utilize personal property and equipment owned by the other party. The Parties agree to work together and share such equipment upon request, which shall not be unreasonably denied unless the equipment is already in use or will be in use at the requested time.

7. Effective Date and Term.

A. This Agreement shall be in full force and effect from the Effective Date, which shall be the last date on which the Village or the District executes this Agreement. The obligations and terms of the Agreement shall continue in effect for a term of four (4) years from the Effective Date and shall renew for successive four (4) year periods, unless terminated by the Village or the District upon written notice to the other of not less than one (1) year prior to the expiration of the then-current term.

B. In the event of termination of this Agreement by the District upon a majority vote of the Homer Township Trustees, the Village will have no further obligations to the District following expiration.

C. In the event of termination of this Agreement by the Village upon majority vote of the corporate authorities, the Village shall either: (i) convey the real property and personal property described in Exhibit D to the District (less any property already conveyed to District); or (ii) make payment to the District in a sum equal to the then-current appraised value of the real property and personal property reflected in Section 7.C.(i) herein to cover the cost of necessary equipment. Election of receiving property or payment reflected herein shall be at the discretion of the District. In the event any personal property described in Exhibit D is no longer owned by the Village and/or unable to be conveyed to the District, the Village shall convey a replacement which is substantially similar and depreciated. Such conveyance shall occur upon expiration of the Agreement.

8. Paragraph 8 of the Second Amended and Restated Intergovernmental Agreement dated September 22, 2021 is hereby deleted in its entirety.

9. Miscellaneous.

A. Representatives. The Village Manager, with consent of the corporate authorities of the Village, shall have the power and authority to make or grant or do those things, certificates, requests, demands, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by and provided for in this Agreement. The District Highway Commissioner shall have the power and authority to make or grant or do those things, certificates, requests, demands, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the District and with the effect of binding the District as limited by and provided for in this Agreement.

B. Coordination. The Parties each covenant and agree that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better clarifying, assuring, conveying, transferring, pledging, assigning and confirming unto the Parties, all and singular, the rights and property covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement.

C. Defense of Agreement. In the event that any court or governmental agency having jurisdiction over the subject matter contemplated by this Agreement shall, in the context of proceedings involving any third party, question whether this Agreement is contrary to law, or in the event the legitimacy of the Agreement is otherwise challenged before a court or governmental agency having jurisdiction thereof other than in the context of a dispute between the Parties hereto, then the Parties shall jointly and severally defend the integrity of the Agreement. The Parties shall have their choice of counsel and the right to conduct their own defense.

D. Insurance and Indemnification.

- i. Insurance. Each of the Parties shall maintain during the term of this Agreement a policy or policies of commercial general liability with policy limits of not less than Five Million and No/100 Dollars (\$5,000,000.00) for each occurrence / aggregate as applicable, and a policy or policies of automobile liability insurance with a policy limit of no less than Five Million and No/100 Dollars (\$5,000,000.00) combined single limit coverage and no less than Three Hundred Thousand and No/100 Dollars (\$300,000.00) uninsured motorist coverage. Each of the Parties shall cause the other to be named as an insured on its policy or policies of insurance and shall provide the other with a certificate of insurance and a copy of such policy or policies of insurance. Such policy or policies shall not be subject to cancellation or termination exception upon fifteen (15) days prior notice to both the named insureds.
- ii. Indemnification. Except as otherwise provided herein, the Village and the District agree to mutually indemnify and hold the other, and the other's elected officials, employees and agents, harmless from and against any and all claims, causes of action, damages, liabilities, costs and expenses, including reasonable attorney fees, arising out of or relating to any claims or causes of action that are brought by third parties relating to the enforceability, validity or legality of this Agreement.

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

F. Notices. All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means: (1) personal service, (2) e-mail, (3) overnight courier, or (4) registered or certified first class mail, postage prepaid, return receipt requested.

If to the Village: Village of Homer Glen
14240 W. 151st Street
Attention: George Yukich

Homer Glen, Illinois 60491
Email: mavoryukich@homerglenil.org

With a copy to: Village of Homer Glen
14240 W. 151st Street
Attention: Interim Village Manager
Homer Glen, Illinois 60491
Email: mwalsh@homerglenil.org

and: Mahoney, Silverman & Cross, LLC
822 Infantry Drive, Suite 100
Joliet, Illinois 60435
Attention: Eric P. Hanson
Email: ehanson@msclawfirm.com

If to District: Homer Township Road District
14500 W. 151st Street
Homer Glen, Illinois 60491
Attn: Brent Porfilio, Highway Commissioner
Email: b.porfilio@homerhighway.com

and: Odelson, Sterk, Murphey, Frazier & McGrath, Ltd
3318 W. 95th Street
Evergreen Park, Illinois 60805
Attention: Ross Secler
Email: rsecler@osmfim.com

The Parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents or other communications shall be sent. Any notice, demand or request sent pursuant to either clause (1) or (2) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (3) shall be deemed received on the day immediately following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (4) shall be deemed received forty-eight (48) hours following deposit in the mail.

G. Severability. If any provision, clause or term of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall continue to be fully operative.

H. Time is of the Essence. Time is of the essence of this Agreement. Notwithstanding the foregoing, if the date for performance of any of the terms, conditions and provisions of this Agreement shall fall on a Saturday, Sunday or legal holiday, then the date of such performance shall be extended to the next business day.

I. Amendments. The Parties agree that this Agreement, and the Exhibits attached hereto may be amended only by the mutual written consent of the Parties by

means of the same procedures used to adopt this Agreement and authorize its execution in the first instance, unless otherwise provided herein.

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

K. Counterparts and Authorization. This Agreement may be executed in identical original counterparts, with each counterpart constituting the entire Agreement. Each person signing this Agreement on behalf of a Party represents that he or she has been duly and validly authorized by such Party to execute this Agreement on behalf of such Party.

L. Originals. This Agreement may be reproduced by means of Xerox process, electronic scanning or otherwise. Each such reproduction shall for all purposes be deemed, and the same is hereby declared, to be a duplicate original of this Agreement.

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

N. Waiver. No waiver by either Party of any breach of any term or condition hereof shall be deemed a waiver of the same or any subsequent breach of the same or any other term or condition herein. No term or condition of this Agreement shall be deemed waived by either Party unless waived in writing.

O. Entire Agreement. Except as provided herein, this Agreement supersedes all prior agreements, negotiations and representations and is a full integration of the entire agreement of the Parties regarding the subject matters of this Agreement.

P. Remedies. Any controversy or claim arising out of or relating to this Intergovernmental Agreement, or breach thereof, shall be settled by expedited arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Q. Default and Breach. In the event of any breach of or default under this Agreement, the Parties shall give prompt written notice of such alleged breach or default and the Party received such notice shall have thirty (30) days after receipt of such notice to cure such alleged breach or default, prior to the seeking of any remedy provided for herein, provided, however, that said thirty (30) Day period shall be reasonably extended if the defaulting Party has initiated the cure of said breach of default and is diligently proceeding therewith. In the event of an emergency, such cure period shall be twenty-four (24) hours following receipt of notice.

R. No Third-Party Beneficiaries. This Agreement and the covenants herein contained are made solely for the benefit of the Parties, and their respective

successors, assigns, affiliates and representatives and no other person or entity shall be entitled to any rights hereunder.

S. Successors and Assigns. This Agreement shall be binding upon the successors and assigns of each Party.

T. No Conflict of Interest. No elected official, officer, agent or employee of the Village or the District has or shall have any personal interest, direct or indirect, in this Agreement; nor shall any such elected officials, officers, agents or employees participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

U. No Personal Liability of Officials of the Village or the District. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of the Village Mayor, member of the Village Board of Trustees, Village Manager, District Highway Commissioner, any elected official, officer, agent, employee or attorney of the Village or the District, in his or her individual capacity, and no elected official, officer, agent, employee or attorney of the Village or the District shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in that connection.

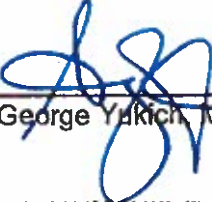
V. Exhibits. To the extent of any conflict between an Exhibit attached to this Agreement and a term of this Agreement, this Agreement shall control. The following Exhibits are attached hereto and made a part hereof:

- i. Exhibit A – Map of the Village Road System & District Road System
- ii. Exhibit B – Description of the Real Property Conveyed to District
- iii. Exhibit C – Description of the Personal Property Conveyed to District
- iv. Exhibit D – Description of the Property to be Conveyed to District if Village Terminates Agreement
- v. Exhibit E – Real Estate Contract
- vi. Exhibit F – Bill of Sale
- vii. Exhibit G – Lease

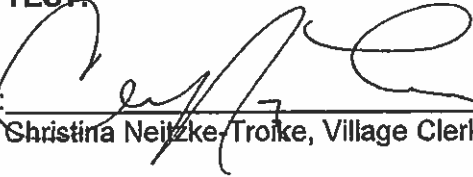
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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on or as of the day and year first above written.

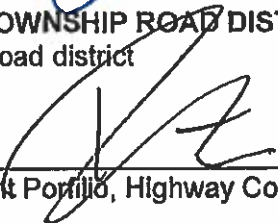
VILLAGE OF HOMER GLEN,
an Illinois home rule municipal corporation

By: 
George Yulich, Mayor

ATTEST:

By: 
Christina Neitzke-Troike, Village Clerk

HOMER TOWNSHIP ROAD DISTRICT,
an Illinois road district

By: 
Brent Porfilio, Highway Commissioner

ACKNOWLEDGMENT

State of Illinois)
) SS
County of Will)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that George Yukich and Christina Neitzke-Troiike, personally known to me to be the Mayor and Village Clerk of the Village of Homer Glen, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said Illinois municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Illinois municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 8 day of March, 2022.



Gina Spino



EXHIBIT 2 TO REAL ESTATE SALES CONTRACT

LEASE

Attached as Exhibit G to the IGA



EXHIBIT 1 TO BILL OF SALE

Description of the Personal Property

The personal property in Exhibit C to IGA



**AMENDMENT TO CORRECTED SECOND AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
THE VILLAGE OF HOMER GLEN ("VILLAGE") AND THE
HOMER TOWNSHIP ROAD DISTRICT ("DISTRICT")**

This **AMENDMENT TO THE CORRECTED SECOND AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF HOMER GLEN AND THE HOMER TOWNSHIP ROAD DISTRICT** ("Amendment") is made this 14th day of December, 2022 ("Effective Date"), by and between the Village of Homer Glen ("Village"), an Illinois home rule municipal corporation, and the Homer Township Road District, an Illinois Road District.

WHEREAS, the Village and the District previously entered into the Corrected Second Amended and Restated Intergovernmental Agreement ("Agreement") with an effective date of February 24, 2022;

WHEREAS, the Agreement sets forth the obligations and rights of the Parties regarding the maintenance, regulation, funding and operation of roads within the Village's jurisdiction and the District's jurisdiction; and

WHEREAS, the Village and the District have worked closely together under the Agreement and have enjoyed a close working relationship regarding the maintenance and responsibility over the District and Village Road Systems; and

WHEREAS, in accordance with the Agreement the Village and District also engaged in the transfer of certain real property, personal property, and equipment to assist them in their respective obligations pursuant to the Agreement; and

WHEREAS, the Village and District have determined it is necessary to make certain amendments to the Agreement to implement additional transfers of equipment and effectuate certain operational efficiencies.

NOW, THEREFORE, in consideration of the mutual covenants and provisions in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and the District agree to the following amendments to the Corrected Second Amended and Restated Intergovernmental Agreement:

1. Incorporation. The preambles and recitals set forth above are incorporated herein and made a part of this Amendment.

2. Snow Plowing and Maintenance Responsibilities.

A. Beginning on the Effective Date of this Amendment and continuing thereafter, the District will be responsible to plow the following Homer Township roads and subdivisions:

- Farrell Road (all township pieces)
- Oak Avenue
- Lindsey Lane
- Gougar Road (from Bruce Road south to the line)
- Bruce Road (from Gougar Road to Kyle Moore)
- Forest Manor Subdivision
- Lockport Heights Subdivision
- Boula Avenue
- Tameling Subdivision
- 140th Street (off of Smith Road)
- 138th Street (off of Smith Road)
- Basham Subdivision
- Cokes Road (139th Street to Archer Avenue)
- 139th (from Cokes Road to dead end)
- Prairie Hill Drive
- Anand Brook Drive
- Turnberry Lane
- Lakeview Drive (to the line)

B. Beginning on the Effective Date of this Amendment and continuing thereafter, the Village will be responsible to plow the following Homer Township roads and subdivisions:

- Cedar Road spur (East end)
- Bruce Road at Meader Road
- Meader Road (from Bruce Road to New Lenox line)
- Chicago Bloomington Trail (from Cedar Road to Foxboro Lane)
- 167th Street (from Parker Road to 300 feet West)
- Parker Road (3 chopped up areas)
- 163rd Street (from Gougar Road to Evergreen Subdivision)
- Bristol Heights Subdivision
- Windmill Estates Subdivision
- Chancellor Drive

- Regents Road
- Gougar Road (from 163rd Street to 151st Street)
- Shady Lane
- Forrest Court
- 151st Street (from Gougar Road to Hilary Lane)
- Cedar Road (from 159th Street to Glenwood Lane)
- Cedar Glen Subdivision (cut up portions)

C. Except for those snow plowing responsibilities listed above in subparagraph 2(B), beginning on the Effective Date of this Amendment and continuing thereafter, the District will be responsible for maintenance of the right-of-way for the following Homer Township roads and mileage:

<u>Street</u>	<u>Miles</u>
135th Avenue (new in 2021)	0.2638
136th Avenue	0.2462
138th Street	0.2253
139th Street (West/Prairie Hill)	0.0700
140th Place	0.1070
140th Street (off Smith Road)	0.1638
141st Street	0.1782
144th Place	0.4344
145th Place	0.4750
146th Place (new in 2021, at 136th Avenue)	0.5710
147th Street	0.0500
147th Place	0.4746
151st Street	0.3712
163rd St (East/Bluemag Road by VC)	0.2151
163rd Street (Gougar Road to Cedar Road)	1.5000
167th Street West of Parker	0.1700
Anand Brook Drive	0.6125
Basham Avenue	0.1543
Bosi Drive	0.0776
Boula Avenue	0.1041
Bruce Road East of Cedar Road	0.8314
Bruce Road (East of 355 going West to Gougar Road)	1.0000

Cedar Road	0.3000
Cedar Road (Spur)	0.0738
Cedar Glen Drive	0.0300
Chancellor Drive	0.2481
Chicago-Bloomington Road	0.8626
Codo Drive	0.4905
Cokes Road	0.2321
Farrell Road (Bruce Road to bridge)	0.2520
Farrell Road (South to Rosalind Road)	0.2916
Forest Court	0.0814
Glen Crest Lane (new in 2021)	0.0300
Glen Dale Lane (new in 2021)	0.1856
Glen Wood Court (new in 2021)	0.0400
Glen Wood Lane (new in 2021)	0.1100
Glen View Court (new in 2021)	0.1884
Gougar Road (151 st Street to 159 th Street)	1.0000
Gougar Road (159 th Street to 163 rd Street)	0.4905
Gougar Road (South of Bruce Road)	0.2490
Lakeview Drive	0.4157
Leach Drive	0.4905
Lindsey Lane	0.2000
McDonald Drive	0.1982
McKenzie Avenue	0.1318
Meador Road	1.0000
Muir Drive	0.1761
Oak Avenue	0.2500
Pantigo Lane	0.2803
Parker Road at 163 rd Street	0.2100
Peppermill Trail	0.3628
Prairie Hill Drive	0.1800
Regents Road	0.1723
Rickerman Road	0.2452
Rynberk Court	0.1022
Schaeffer Court	0.0988
Schroeder Drive	0.0767
Scott Court	0.0416

Scott Drive	0.2376
Shady Lane	0.1278
Shetland Court	0.0520
Smith Road (1/2)	0.2073
Tameling Drive	0.3967
Turnberry Lane	0.0962
Wheatstone Drive	0.1939
Windmill Drive	0.3200
Zuck Court	0.0390

Totals: 19.7538

D. The Village and District mutually agree the Village Manager and Highway Commissioner are authorized to perform any and all acts necessary to implement the respective plowing responsibilities set forth in subparagraphs 2(A), 2(B), and 2(C) to resolve any and all conflicts which may arise concerning the respective plowing responsibilities as set forth above in subparagraphs 2(A), 2(B), and 2(C).

3. Transfer of Equipment.

A. On the Effective Date of this Amendment the District will transfer to the Village all of District's right, title, and interest in Truck 121, which is a 2009 International 7400 Dump Truck – VIN 1HTWDAAR49J167683.

B. On the Effective Date of this Amendment the Village will transfer to the District all of Village's right, title, and interest in the Chipper, which is a 2006 Vermeer BC1400/Serial #100164.

C. Village and District mutually agree the Village Manager and Highway Commissioner are authorized to execute any and all documents and perform any and all acts necessary and required to consummate the transfer of ownership of the equipment described in subparagraphs 3(A) and 3(B).

4. Except as modified by the terms and provisions of this Amendment, the Village and District agree all of the terms and provisions of the Corrected Second Amended and Restated Intergovernmental Agreement Between the Village and District with an effective date of February 24, 2022, shall remain in full force and effect as originally stated.

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IN WITNESS WHEREOF, the Village and District have caused this Amendment to the Corrected Second Amended and Restated Intergovernmental Agreement to be executed on or as of the date and year first above written.

VILLAGE OF HOMER GLEN,
an Illinois home rule municipal corporation

By: _____

George Yukich, Mayor

HOMER TOWNSHIP ROAD DISTRICT,
an Illinois road district

By: _____

Brent Porfilio, Highway Commissioner

ATTEST:

By: _____

Christina Neitzke Troike, Village Clerk

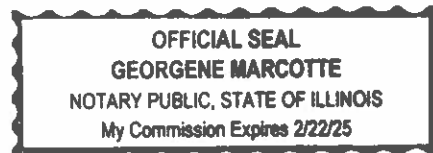
ACKNOWLEDGMENT

State of Illinois)
) SS
County of Will)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that George Yukich and Christina Neitzke-Troiike, personally known to me to be the Mayor and Village Clerk of the Village of Homer Glen, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said Illinois municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Illinois municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 11 day of January,
~~2022.~~ 2023.

Georgene Marcotte



ACKNOWLEDGMENT

State of Illinois)
) SS
County of Will)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Brent Porfilio, personally known to me to be the Highway Commissioner of the Homer Township Road District, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Highway Commissioner, he signed and delivered the said instrument pursuant to authority given by the Homer Township Road District, as its free and voluntary act, and as the free and voluntary act and deed of said Illinois road district, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2022.



Chipper Box for Ford F-550 Series	2009	Bonnell	n/a	\$	3,500.00
PAGE TOTAL ACCESSORIES & EQUIPMENT for LICENSED VEHICLES					\$ 351,214.00

INLAND MARINE EQUIPMENT

Item Description	Yr. Bght	Manufacture	Serial #	Amount
(112) 721-GXR Wheel Loader	2019	Case	NJF 246520	\$ 175,000.00
(112) Plow	1991	Viking	P18785	\$ 2,000.00
(112) V-Plow	2003	Glenhill	B-423	\$ 2,000.00
(112) Kenco 9000 Jersey Wall Clamp	2019	Kenco		\$ 5,000.00
(112) Forks & Jib Boom	2001		34458/34735	\$ 1,200.00
5425 Utility Tractor	2007	John Deere	343293	\$ 27,000.00
Brush Hog 7' - 820	2002	Woods	839241	\$ 3,500.00
5225 Utility Tractor	2008	John Deere	422201	\$ 21,000.00
Mower / Brush Hog - 720	2008	Woods	1078881	\$ 3,500.00
Hitch Mower	2016	Woods	1271818	\$ 4,000.00
6320 Arm Mower Tractor 20'	2004	John Deere/Tiger	433199	\$ 100,000.00
L5-180 Skidsteer	2001	New Holland	188756	\$ 25,000.00
YT 340 Skidsteer	2020	Case	njm458702	\$ 67,500.00
73" Utility Bucket	1992	Case	H-67486	\$ 600.00
42" Forks	1992	Case	H-673916	\$ 850.00
Asphalt Planer/Grinder	2001	Universal	3168	\$ 15,000.00
7' Plow	1989	Meyers	n/a	\$ 600.00
580SNWT Case Back Hoe	2012	Case	567500	\$ 160,000.00
1' Bucket (Included)				\$ -
2' Bucket (Included)				\$ -
3' Bucket (Included)				\$ -
4' Bucket (Included)				\$ -
60" Vee Bucket	1995	Werk Brue	54478	\$ 2,600.00
DD24 Roller (mini)	1999	Ingersoll-Rand	PN159	\$ 20,000.00
3-Wheel Roller	1963	Gallion	43624	\$ 2,500.00
Mini Excavator	2010	Case	N82020	\$ 60,000.00
42" Ditching Bucket for Mini Excavator	2014		p-07114609-1	\$ 1,000.00

TOTAL INLAND MARINE					\$ 699,850.00
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PORTABLE EQUIPMENT

Item Description	Yr. Bght	Manufacture	Serial #	Amount
BC1400 Chipper	2006	Vermeer	100164	\$ 32,000.00
BC 1800 XL Brush Chipper	2010	Vermeer	1002801	\$ 62,000.00
Stump Grinder	2015	Vermeer	F1000334	\$ 49,000.00
Sewer Jetter	2001	Sewer Eq. America	2350	\$ 40,000.00
Trailer 16' (for Mini Excavator)	2010	TowMaster	4KNUT162XAL160126	\$ 6,000.00
Trailer	1988	Lil Brute	1S9L51423JF000113	\$ 3,000.00
Trailer	2020	Tow Master	4knbf2125II1603372	\$ 7,400.00
Trailer 20 Ton	1987	Traileze	4365478	\$ 10,000.00
Trailer T6	2018	Cargo Mate	5NHUBL625JN092620	\$ 7,000.00
Concrete Saw (walk behind)	1995	Targett	2161882	\$ 550.00
20 Ton Jack	2013	OTC	1512	\$ 2,315.00
Total Portable Equipment				\$ 219,265.00

LIGHT EQUIPMENT

Item Description	Yr. Bght	Manufacture	Serial #	Amount
Asphalt Compactor Plate	1991	Ingersoll-Rand	IR6459	\$ 1,000.00
Tamper	2003	Ingersoll-Rand	291690	\$ 2,500.00
Rammer (Jumper)	2020			\$ 2,500.00
Rammer (Jumper)	2012	Wacker	BS60-2i	\$ 3,400.00
Mini Paver	2001	Pave a Lot	n/a	\$ 1,000.00
Liquid Tack Sprayer	1993	Lee Boy	150118	\$ 3,000.00
Portable Lighting Generator	1983	Onan	121131	\$ 5,000.00
Sewer Safety Tri-pod and Harness	1996	Safety-Tech	P03699	\$ 5,000.00
Utility Locator (Metal Detector)	1991		45JD296FX	\$ 498.00
9' Tripod with Reflector, Case	1996			\$ 2,745.00
Vetillating Blower	1995	Homelite	HM0740002	\$ 800.00
Transit with Tripod				\$ 864.00
Laser Level				\$ 800.00
28' Extension Ladder	1991	Wagner		\$ 297.00
Total Light Equipment				\$ 29,404.00

TOTAL PORTABLE AND LIGHT EQUIPMENT					\$ 248,669.00

HAND HELD GAS POWER EQUIPMENT

25" Chain Saw MS362C	2013	Stihl	295937495	\$	650.00
18" Chain Saw MS362C	2013	Stihl	295937481	\$	350.00
18" Chain Saw (MS 290)	2006	Stihl	267386932	\$	298.00
32" Chain Saw (MS 660)	2014	Stihl	178162152	\$	1,020.00
25" Chain Saw (MS 361 C)	2005	Stihl	262890955	\$	519.00
18" Chain Saw MS362C	2015	Stihl	502311665	\$	729.00
20" Chain Saw (MS 362)	2015	Stihl	502311674	\$	729.00
16" Chain Saw (MS 290)	2002	Stihl	254995056	\$	352.00
14' Pole Saw	2019	HT 133	516-812-275	\$	600.00
12" Pole Saw	2016	HT	505824118	\$	700.00
Trimmer FS110	2015	Stihl	502481586	\$	342.00
Trimmer FS110R	2015	Stihl	502481587	\$	342.00
String Trimmer (FS85)	2003	Stihl	256053749	\$	280.00
String Trimmer	1994	Echo	10005	\$	390.00
String Trimmer	2010	Echo	5669	\$	400.00
String Trimmer	2010	Echo	2906	\$	400.00
Leaf Blower BG85	2010	Stihl	289650566	\$	250.00
BG 86 Blower	2019		519386229	\$	200.00
Power Broom	2002	Shindaiwa	10210917	\$	500.00
16" Concrete Saw TS 800	2015	Stihl	179899228	\$	1,215.00
Scavenger Pump & Hose	1980	Homelite	93524643	\$	650.00
Fiberglass Pump	1981	Briggs & Stratton	90153655	\$	300.00
Misc Electric/Battery Drills,Saws and Other Hand Tools	Various			\$	10,000.00
TOTAL HAND HELD GAS POWER EQUIPMENT					\$ 21,216.00

SHOP EQUIPMENT

Portable Vehicle Lifting System	2012	ARI Hetra	495721	\$	36,000.00
Riding Lawn Mower 2950 m	2018	John Deere	ITC950MDCJT060724	\$	10,000.00
Riding Lawn Mower.	2003	Yazoo	40001	\$	7,000.00
Air Compressor	2002	Napa	368VAT	\$	1,800.00
Air Compressor 2 Stage 3 Phase 80 Gallon	2016	Eaton/Polar	PS05V0813	\$	2,200.00
Mig Welder	2020	Miller Matic 255		\$	3,000.00
H-Frame Press 25 Ton	1991	Ramco	3575	\$	1,200.00
Welding Torches & Supplies	1994	Victro	DLX510V	\$	879.00
1 Ton Chain Hoist	1990		A113HD	\$	472.00
Standby Generator & Transfer Switch	1997	Onan	H95053616	\$	8,450.00
14" Cut Off Saw	2000	Stihl	147071635	\$	725.00
16" Chop Saw (K950)	2006	Partner	45000453	\$	1,034.00
Bench Grinder	2003	Milwaukee	LR 15562	\$	350.00
Wet Band Saw RS 90P	1991	Ramco	1716	\$	1,200.00
Hydraulic Press (50 TON)	1991	Ramco	3575	\$	1,200.00
Floor Crane/Hoist (5000 POUND)	1991	Ramco	10810	\$	1,100.00
Circular Metal Cutting Saw	2005	Steel Max	2802 B	\$	371.00
4 ea. Wall Mounted Hose Reels	2011	Hanney		\$	800.00
Floor Jack (10 TON)	1991		1862-121	\$	1,250.00
Drill Press	1981	Sears	13321371	\$	350.00
Sand Blaster	1994	DM	698720	\$	477.00
Washing Machine	2016	Speed Queen		\$	600.00
Clothes Dryer	2016	Speed Queen		\$	600.00
3 ea. Flame Proof Cabinets	1990	Safe-T-Way		\$	1,259.00
Safety Cabinet	1994			\$	490.00
Mechanical Tool Boxes	2016				
Maintenance Shop Tool Boxes (3)	2016	Master Force		\$	10,000.00
Portable Battery Charger/Jump	2016	Solar		\$	300.00
Pneumatic Grease Gun System	2016	Graco		\$	800.00
Five 100-Gallon Tank Oil Storage/Dispenser System	2017	Fleese		\$	12,000.00

TOTAL SHOP EQUIPMENT						\$ 105,907.00

COMMUNICATIONS

Item Description	Yr. Bght	Manufacture	Serial #	Amount
Phantom Drone	2017	DJI	INCGMY	\$ 2,000.00
(102) Radio NX800K	2012	Kenwood	BIC00543	\$ 688.00
(103) Radio NX800K	2012	Kenwood	BIC00540	\$ 688.00
(104) Radio TK8160H	2007	Kenwood	300786	\$ 658.00
(105) Radio TK8160H	2007	Kenwood	80800727	\$ 658.00
(106) Radio NX800K	2012	Kenwood	B1900036	\$ 688.00
(107) Radio TK8160H	2007	Kenwood	80800668	\$ 658.00
(108) Radio TK862HG	2005	Kenwood	80800725	\$ 519.00
(109) Radio TK862HG	2005	Kenwood	70400343	\$ 519.00
(110) Radio NX800K	2012	Kenwood	B1900819	\$ 688.00
(112) Radio NX800K	2012	Kenwood	B1900038	\$ 688.00
(118) Radio TK862HG	2005	Kenwood	61100166	\$ 519.00
(119) Radio NX800K	2012	Kenwood	B1900579	\$ 688.00
(120) Radio NX800K	2012	Kenwood	BIC02008	\$ 688.00
(121) Radio TK8160H	2009	Kenwood	91200003	\$ 690.00
(122) Radio TK8160H	2009	Kenwood	300785	\$ 690.00
(123) Radio NX800	2012	Kenwood	B1900645	\$ 688.00
(124) Radio TK8160H	2009	Kenwood	A9300010	\$ 519.00
(125) Radio TK862HG	2005	Kenwood	70400344	\$ 519.00
(126) Radio NX800K	2012	Kenwood	B1900644	\$ 688.00
(127) Radio NX800K	2012	Kenwood	B1900648	\$ 688.00
(128) Radio TK862HG	2005	Kenwood	50100014	\$ 519.00
(129) Radio TK8160H	2007	Kenwood	81100226	\$ 688.00
(130) Radio NX800K	2012	Kenwood	B1900675	\$ 688.00
(131) Radio NX800K	2012	Kenwood	B1900649	\$ 688.00
(2640) Radio NX800K	2012	Kenwood	B1900818	\$ 688.00
(520 B/H NX800K	2012	Kenwood	B1900816	\$ 688.00
(base) Radio Remote 4 units	2012	Kenwood	n/a	\$ 1,836.00
(base) Radio TK3302U (Hand Held)	2009	Kenwood	B0207029	\$ 450.00
(Mike) TK3160 (Hand Held)	2009	Kenwood	91101301	\$ 450.00
(Shop) Radio TK3160 (Hand Held)	2009	Kenwood	91101177	\$ 450.00
(Shop) Radio TK3160 (Hand Held)	2009	Kenwood	91101179	\$ 450.00

(base) repeater	2012	Kenwood	B1900125	\$	1,600.00
(spare) Radio NX800K	2012	Kenwood	B1C00610	\$	688.00
TOTAL COMMUNICATIONS				\$	24,712.00

Traffic Analyzers

Traffic/Speed Radar Analyzer w/message board	2019	All Traffic Solutions	19174105	\$	8,000.00
Traffic/Speed RadarAnalyzer w/message board	2019	All Traffic Solutions	19174152	\$	8,000.00
Traffic/Speed Radar Analyzer	2012	All Traffic Solutions	16086042	\$	2,800.00
Traffic/Speed Radar Analyzer	2012	All Traffic Solutions	16086044	\$	2,800.00
Traffic/Speed Radar Analyzer	2012	All Traffic Solutions	16086031	\$	2,800.00
Traffic/Speed Radar Analyzer	2012	All Traffic Solutions	16086024	\$	2,800.00
Traffic/Speed Radar Analyzer	2012	All Traffic Solutions	16086007	\$	2,800.00
Traffic/Speed Radar Analyzer	2012	All Traffic Solutions	488101136	\$	2,800.00
Traffic/Analyzer Road Surface Mount	2009	Quixote Inc.	128864	\$	1,500.00
Traffic/Analyzer Road Surface Mount	2009	Quixote Inc.	128865	\$	1,500.00
Traffic/Analyzer Road Surface Mount	2011	Vaisala	132892	\$	1,500.00
Traffic/Analyzer Road Surface Mount	2011	Vaisala	132907	\$	1,500.00
Traffic/Analyzer Road Surface Mount	2011	Vaisala	132908	\$	1,500.00
Traffic/Analyzer Road Surface Mount	2016	MH Corbin	401023	\$	1,000.00
Traffic/Analyzer Road Surface Mount	2016	MH Corbin	400882	\$	1,000.00
Traffic/Analyzer Road Surface Mount	2016	MH Corbin	400881	\$	1,000.00
Traffic/Analyzer Road Surface Mount	2016	MH Corbin	400982	\$	1,000.00
TOTAL TRAFFIC ANALYZERS				\$	44,300.00

STOCK MATERIALS, STATIC EQUIPMENT & PARTS

Various Signs, Sign Posts & Sign Hardware				\$	20,000.00
Varrious Road Barricades, Horses and Cones				\$	20,000.00
Snow Fencing				\$	10,000.00
Various Culverts, Basins, & Grates				\$	5,000.00
Aggregates (Gravels, Sands & Dirt)				\$	2,000.00
Fuels (Gas & Diesel Oil)				\$	6,000.00
Lubricants, Mortor and Hydraulic Oil				\$	3,000.00
Road Salt				\$	45,000.00
Miscellanious Hardware (Fasteners)				\$	5,000.00
Miscellanious Vehicle, Engine & Eq Repair Parts				\$	50,000.00
Various Tires and Wheels				\$	10,000.00

TOTAL STOCK					\$ 176,000.00
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OFFICE

Item Description	Yr. Bght	Manufacture	Serial #	Amount
EQUIPMENT				
Toughbook	2017	Panasonic	A48039	\$ 5,000.00
Toughbook	2017	Panasonic	A48041	\$ 5,000.00
Toughbook	2017	Panasonic	A48048	\$ 5,000.00
Toughbook	2017	Panasonic	A48108	\$ 5,000.00
Optiplex Computer, 330 surplus	2008	Dell	42 NXMH 1	
Precision T1500 M	2010	Dell	5G8GSL1	\$ 1,092.00
OptiPlex 7020 D	2016	Dell	51KNG42	\$ 1,000.00
Lenovo Thinkcenter	2017	Lenovo	04EAMR	\$ 1,000.00
Lenovo Thinkcenter	2017	Lenovo		\$ 1,000.00
Copy Machine C-2408 w/Scanner	2004	Savin	J2537101703	\$ 7,156.00
Copy Machine C-9020 w/Scanner	2009	Savin	V2295200632	\$ 5,115.00
Copy Machine MPC 2004	2017	Savin	G746RA10200	\$ 5,125.00
Fax Machine 3820	2008	Savin	A4979100175	\$ 895.00
Phone System (12 Phones)	2010	Samsung		\$ 4,760.00
Shredder	2003	Panasonic		\$ 230.00
Shredder	1999	Fellows		\$ 306.00
Shredder	2005	Fellows		\$ 430.00
STORAGE				
3 ea. Five Drawer Plat Files SAF-499TS	1990	Hon		\$ 1,322.00
3 ea. Seven Drawer Plat Files SAF-699TS	1990	Hon		\$ 1,725.00
8 ea. Four Drawer Lateral Files	1991	Hon		\$ 3,752.00
6 ea. Five Drawer Plat Files	2006	Hon		\$ 5,490.00
FURNITURE				
4 ea. Office Chairs	2013			\$ 1,740.00
Conference Table W/14 CHAIRS	2013	Midwest		\$ 1,963.00
Office Furniture, Desks and Credenzas	2012	MW Interiors		\$ 7,000.00
LUNCH/TRAINING ROOM				
Tables (12) and Chairs (60)	2020	Nat'l Bsns Furniture		\$ 5,000.00
Appliances, Refrigerator, Microwaves	2020			\$ 2,000.00
Monitors				\$ 1,500.00

TOTAL OFFICE					\$ 80,401.00
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REAL PROPERTY

14400 West 151st Street

Buildings and Fixtures	Yr. Bght	Manufacturer	Serial #	Amount
Land and site Improvements	Various		13 Acres	\$ 1,020,000.00
Land and site Improvements	Various		2.77 Acres	\$ 217,338.46
Original Garage and Office Building	1991		15,600 Sq Ft	\$ 75,000.00
Garage Addition: Mechanical, Crane and Wash Bays	2016		5,400 Sq Ft	\$ 1,100,000.00
West Seasonal Storage Building	2020		7,200 Sq Ft	\$ 275,000.00
Basement Lunch, Locker, Bath and Office Areas	2020		2,100 Sq Ft	\$ 200,000.00
2nd Floor Offices	1990		3,100 Sq Ft	\$ 800,000.00
Salt Dome	2010		2,100 Ton Capacity	\$ 186,000.00
Fuel Depot and Pad	1991			\$ 9,500.00
2 ea. Fuel Tanks	1991			\$ 10,500.00
Computerized Fuel Delivery System	1994			\$ 12,108.00
Overhead Crane, 5 Ton	2015	Kone	11823755 11918427	\$ 35,000.00
Oil Storage and Delivery System	2019	F/S		\$ 12,000.00
Hotsy Power Wash System Model 1832SS-208	2015	Hotsy	11096610-100156	\$ 11,000.00
Fire Alarm System Upgrade	2017			\$ 38,500.00
Fences	1992			\$ 15,900.00
Flag Pole	2016			\$ 3,800.00
Street Lights (2)	1992			\$ 5,000.00
Street Lights (2) by Salt Dome	2010			\$ 6,000.00
Road Dist Radio Communications Tower: Rohn 45	2012	Rohn		\$ 4,395.00
Storage Shed (sewer supplies)	1997			\$ 3,400.00
Calcium Chloride Tank (7,000 Gallon)	2000			\$ 7,500.00
Stainless Steel Pump (For Chloride)	2000			\$ 1,345.00
Calcium Chloride Tank (4,000 Gallon)	2015			\$ 2,800.00
Power Grid, Fest Site (Utility Poles and Elec Syst)	2011			\$ 10,000.00
TOTAL REAL PROPERTY				\$ 4,062,086.46

TOTAL ALL VALUES for ALL INVENTORY

CATEGORY	PAGE NUMBER	AMOUNT
Licensed Vehicles	1	\$ 1,755,000.00
Accessories & Eq for Licensed Vehicles	Pages 2, 3 and 4	\$ 766,663.00
Inland Marine	5	\$ 699,850.00
Portable & Light Equipment	6	\$ 248,669.00
Hand Held Gas Power Equipment	7	\$ 21,216.00
Shop Equipment	8	\$ 105,907.00
Communications	9	\$ 24,712.00
Traffic Analyzers	10	\$ 44,300.00
Stocl Materials, Static Equipment and Parts Inventory	10	\$ 176,000.00
Office Equipment, Storage, Furniture and Appliances	11	\$ 80,401.00
Real Property		\$ 4,062,086.46
TOTAL, ALL INVENTORY		\$ 7,767,466.00

SURPLUS \$ 769,338.46

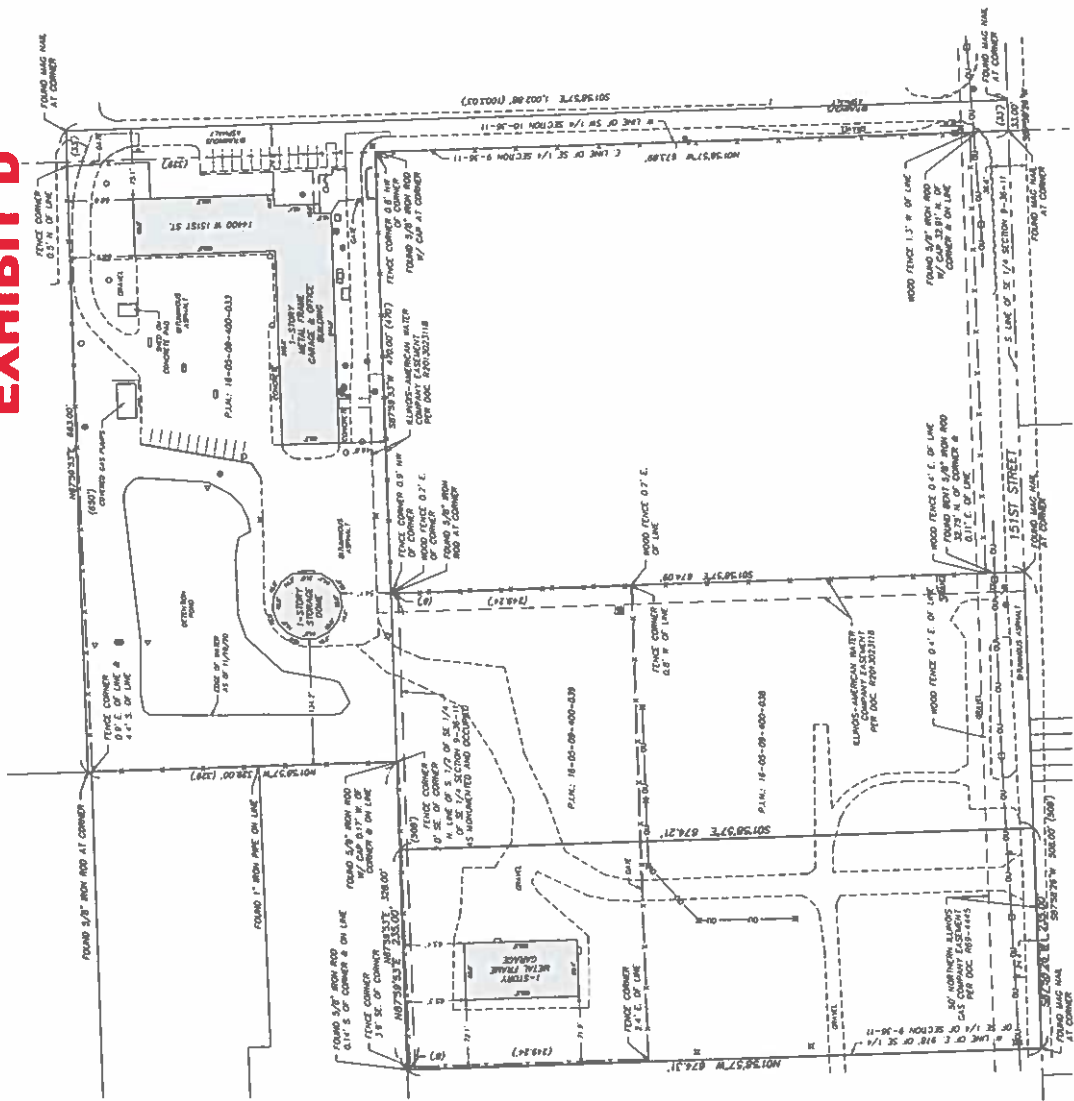
Percentage 10%

EXHIBIT D

**Description of the Property to be Conveyed to District
if Village Terminates Agreement**

(attached)

EXHIBIT D





HR Green Project No.: 201486
Homer Township Road District Legal Description

THE WEST 235.00 FEET OF THE EAST 978 FEET OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9 AND THE SOUTH 8 FEET OF THE WEST 235.00 FEET OF THE EAST 978 FEET OF THE NORTH HALF OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, ALL IN TOWNSHIP 36 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

LICENSED VEHICLES

EXHIBIT D

VEHICLE	YEAR	MAKE	SERIAL#	VALUE
(100) Silverado 1500	2017	Chevy	3GCUKSEC4HG517674	\$ 42,000.00
(101) Yukon (surplus)	2005	GMC	1GKEK13T86J148433	\$ 5,000.00
(102) F-250 Pick Up	2017	Ford	1FT7X2B63HEE72506	\$ 30,000.00
(103) F-250 Pick Up	2017	Ford	1FT7W2B68HEE72505	\$ 32,000.00
(104) F-550 Dump Trk	2009	Ford	1FADF56R29EA01653	\$ 52,000.00
(106) F-550 Dump Trk	2009	Ford	1FADF56R09EA01652	\$ 30,000.00
(107) F-550 Dump Trk	2001	Ford	1FADF57FX1EA82359	\$ 10,000.00
(108) A-6500 Sprdr/Dump Trk	2003	Sterling	2FZACGDC44AM49056	\$ 20,000.00
(109) 4400 Dump Trk	2006	International	1HTMRAAN16H203340	\$ 25,000.00
(110) F-550	2012	Ford	1FDUF5HT2CEB33924	\$ 60,000.00
(111) Cherokee	2017	Jeep	1C4PJLABOHW573728	\$ 20,000.00
(113) E-250 Van	1996	Ford	1FTSX21506EB58408	\$ 4,000.00
(114) F-250 Pick Up	2005	Ford	1FTSX21506EB58408	\$ 15,000.00
(115) 5500 Ram 2WD	2018	Dodge	3C7WRMALXJG255654	\$ 45,000.00
(116) 5500 Ram 4WD	2018	Dodge	3C7WRNALXJG255650	\$ 95,000.00
(118) Street Sweeper	2004	Elgin	49HAADB35DN99864	\$ 155,000.00
(119) F-550 Bucket Trk new	2017	Ford	1FD0X5GT3HEE27613	\$ 132,000.00
(old 119) F-550 Bucket Trk new	2007	Ford		\$ 20,000.00
(120) F-250 Pick Up	2012	Ford	1FT7X2B68CEB31742	\$ 20,000.00
(121) 7400 Dump Trk	2009	International	1HTWDAAR49J167683	\$ 54,000.00
(122) 7400 Dump Trk	2009	International	1HTWDAAR49J135154	\$ 54,000.00
(123) 7400 Dump Truck	2013	International	1HTWDAARXDH299394	\$ 70,000.00
(124) 7400 Dump Trk	2010	International	1HTWDAAROA241735	\$ 58,000.00
(125) 7400 Tandem Sprdr/Dump Trk	2005	International	1HTWHAAAR85J203339	\$ 35,000.00
(126) 4900 Scraper/Dump Trk	1999	International	1HTSDAAN7XH648589	\$ 20,000.00
(127) 4900 Dump Trk	2000	International	1HTSDAAN3YH252967	\$ 25,000.00
(128) A-7500 Sprdr/Scrpr/Dump Trk	2003	Sterling	2FZACHDC54AM49055	\$ 30,000.00
(129) 7400 Dump Trk	2007	International	1HTWDAAR77J521368	\$ 50,000.00
(130) 7400 Scrpr/Dump Trk	2010	International	1HTWDAAR6AJ290597	\$ 30,000.00
(131) 7400 Dump Truck	2012	International	1HTWDAAR3CJ681399	\$ 65,000.00
(132) 7400 Dump Truck	2013	International	1HTWDAAR8DJ351114	\$ 70,000.00
(133) 348 Dump Truck	2016	Peterbilt	2NP3HJ8XXGM327119	\$ 98,000.00
(134) 348 Dump Truck	2018	Peterbilt	2NP3HJ8X4JM474284	\$ 98,000.00
(135) MHD Dump Truck	2020	Mack	1M2GR6AC3LM001264	\$ 93,000.00
(136) MHD Dump Truck	2020	Mack	1M2GR6AC1LM001263	\$ 93,000.00

TOTAL LICENSED VEHICLES							\$ 1,755,000.00
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ACCESSORIES & EQUIPMENT for LICENSED VEHICLES

Item Description	Yr. Bght	Manufacture	Serial #	Amount
(100) Truck Cap	2014	ARE	N2778975	\$ 1,500.00
(102) Distance Measuring Device	1998	Nu-Metrics		\$ 520.00
(102) Plow and Accessories	2005	Western	n/a	\$ 6,500.00
(103) Plow	2012	Monroe	BC058245	\$ 4,000.00
(104) Plow	2008	Bonnell	3417	\$ 10,000.00
(104) Salt Spreader	2008	Bonnell	2789	\$ 5,000.00
(105) Wing	2006	Bonnell	33606	\$ 8,000.00
(105) Plow	2006	Bonnell	3336	\$ 10,000.00
(105) Salt Spreader	2006	Bonnell	2581	\$ 5,000.00
(106) Plow	2009	Bonnell	3416	\$ 10,000.00
(106) Salt Spreader	2009	Bonnell	2826	\$ 5,000.00
(107) Plow	1998	Bonnell	2510	\$ 3,000.00
(107) Salt Spreader	2000	Bonnell	1438	\$ 1,500.00
(107) Anti-Icing Road Sprayer	2009	Monroe	T0008319	\$ 7,629.00
(108) Plow	2003	Bonnell	2974	\$ 6,000.00
(109) Plow	2006	Bonnell	3300	\$ 5,000.00
(109) Salt Spreader	2006	Bonnell	1882	\$ 4,000.00
(110) Plow	2012	Monroe	7/9/3237	\$ 4,000.00
(115) Plow	2018	Bonnell		\$ 5,000.00
(115) Salt Spreader	2018	Bonnell		\$ 4,000.00
(119) Hydraulic Chain Saw	1999	Stanley	5864	\$ 1,000.00
(119) Hydraulic Pruner	1999	Stanley	27761	\$ 1,000.00
(119) Hydraulic Post Driver	1999	Stanley	24861	\$ 2,500.00
(119) Hydraulic Extractor	1999	Stanley	109016	\$ 2,500.00
(119) Hydraulic Chain Saw	2008	Stanley	7456	\$ 1,000.00
(120) Plow	2012	Monroe	BC058245	\$ 4,000.00
(121) Plow	2010	Bonnell	4790	\$ 15,000.00
(121) Wing	2010	Bonnell	1098	\$ 15,000.00
(121) Salt Spreader	2010	Bonnell	2845	\$ 6,000.00
(121) Pre-wet Kit	2010	Varitech Ind.	n/a	\$ 3,500.00
PAGE TOTAL ACCESSORIES & EQUIPMENT for LICENSED VEHICLES				\$ 157,149.00
Page 2 Total				\$

ACCESSORIES & EQUIPMENT for LICENSED VEHICLES

Continued

Item Description	Yr. Bght	Manufacture	Serial #	Amount
(122) Plow	2008	Bonnell	4740	\$ 15,000.00
(122) Wing	2008	Bonnell	1095	\$ 15,000.00
(122) Salt Spreader	2008	Bonnell	2844	\$ 6,000.00
(122) Pre-wet Kit	2008	Varitech Ind.	n/a	\$ 3,500.00
(123) Plow	2013	Bonnell	5393	\$ 15,000.00
(123) Wing	2013	Bonnell	1192	\$ 15,000.00
(123) Salt Spreader	2013	Bonnell	3155	\$ 6,000.00
(123) Pre-wet Kit	2013	Bonnell		\$ 3,500.00
(123) Chipper Box	2013	Bonnell		\$ 2,000.00
(124) Plow	2010	Bonnell	4833	\$ 15,000.00
(124) Wing	2010	Bonnell	1108	\$ 15,000.00
(124) Salt Spreader	2010	Bonnell	2939	\$ 6,000.00
(124) Pre-wet Kit	2010	Varitech Ind.	n/a	\$ 3,500.00
(125) Plow	2005	Bonnell	4003	\$ 15,000.00
(125) Pre-wet Kit	2005	Varitech Ind.	n/a	\$ 3,500.00
(125) Salt Spreader	2013	Bonnell		\$ 4,800.00
(126) Plow	1998	Bonnell	2013	\$ 8,000.00
(126) Salt Spreader	1998	Bonnell	1104	\$ 2,000.00
(126) Pre-wet Kit	2001	Varitech Ind.	n/a	\$ 1,500.00
(127) Plow	1999	Bonnell	2159	\$ 8,000.00
(127) Wing	2000	Falls	775599	\$ 8,000.00
(127) Salt Spreader	2000	Bonnell	1434	\$ 3,000.00
(127) Pre-wet Kit	2001	Varitech Ind.	n/a	\$ 1,500.00
(128) Plow	2003	Bonnell	2920	\$ 10,000.00
(128) Wing	2003	Bonnell	1015	\$ 10,000.00
(128) Pre-wet Kit	2003	Varitech Ind.	n/a	\$ 2,000.00
(129) Plow	2007	Bonnell	4362	\$ 15,000.00
(129) Wing	2007	Bonnell	1064	\$ 15,000.00
(129) Salt Spreader	2007	Bonnell	2694	\$ 6,000.00
(129) Pre-wet Kit	2007	Varitech Ind.	n/a	\$ 3,500.00

ACCESSORIES & EQUIPMENT for LICENSED VEHICLES

Continued

Item Description	Yr. Bght	Manufacture	Serial #	Amount
(130) Plow	2010	Bonnell	4922	\$ 15,000.00
(130) Salt Spreader	2010	Bonnell	2998	\$ 6,000.00
(130) Pre-wet Kit	2010	Varitech Ind.	n/a	\$ 3,500.00
(131) Pre-wet Kit	2012	Varitech Ind.	n/a	\$ 3,500.00
(131) Plow	2012	Bonnell	5256	\$ 15,000.00
(131) Wing	2012	Bonnell	1176	\$ 15,000.00
(131) Salt Spreader	2012	Bonnell	3151	\$ 6,000.00
(132) Plow	2013	Bonnell	13-02-1034	\$ 15,000.00
(132) Wing	2013	Bonnell	12-06-6146	\$ 15,000.00
(132) Salt Spreader	2013	Bonnell	12-85-3052	\$ 6,000.00
(133) Plow	2015	Bonnell	2832	\$ 16,000.00
(133) Wing	2015	Bonnell	1309	\$ 16,000.00
(133) Spreader	2015	Bonnell	3491	\$ 7,000.00
(134) Plow	2018	Bonnell	6552	\$ 16,000.00
(134) Wing	2018	Bonnell	1431	\$ 16,000.00
(134) Spreader	2018	Bonnell	3730	\$ 7,000.00
(135) Plow	2020	Henderson	RSP-742033-1	\$ 12,500.00
(135) Hitch and Hydraulic	2020	Henderson	HT-742033-1	\$ 46,000.00
(135) Wing	2020	Henderson	HWS-742033-1	\$ 12,000.00
(135) Spreader	2020	Henderson	TGS-742033-1	\$ 5,000.00
(135) Pre-Wet Kit	2020	Henderson	PWS-742033-1	\$ 2,300.00
(136) Plow	2020	Henderson	RSP-742033-2	\$ 12,500.00
(136) Hitch and Hydraulic	2020	Henderson	HT-742033-2	\$ 46,000.00
(136) Wing	2020	Henderson	HWS-742033-2	\$ 12,000.00
(136) Spreader	2020	Henderson	TGS-742033-2	\$ 5,000.00
(136) Pre-Wet Kit	2020	Henderson	PWS-742033-2	\$ 2,300.00
Stone Conveyor 18"	2009	HTC	441121	\$ 7,500.00
Calcium Pre-Wet Kit (Stock)	2001			\$ 1,057.00
Calcium Pre-Wet Kit (Stock)	2001			\$ 1,057.00
Chipper Box for International 7400 Series	2009	Bonnell	n/a	\$ 4,500.00

Chipper Box for Ford F-550 Series	2009	Bonnell	n/a	\$	3,500.00
PAGE TOTAL ACCESSORIES & EQUIPMENT for LICENSED VEHICLES					\$ 351,214.00

INLAND MARINE EQUIPMENT

Item Description	Yr. Bght	Manufacture	Serial #	Amount
(112) 721-GXR Wheel Loader	2019	Case	NJF 246520	\$ 175,000.00
(112) Plow	1991	Viking	P-18785	\$ 2,000.00
(112) V-Plow	2003	Glenhill	B-423	\$ 2,000.00
(112) Kenco 9000 Jersey Wall Clamp	2019	Kenco		\$ 5,000.00
(112) Forks & Jib Boom	2001		34458/34735	\$ 1,200.00
5425 Utility Tractor	2007	John Deere	343293	\$ 27,000.00
Brush Hog 7' - 820	2002	Woods	839241	\$ 3,500.00
5225 Utility Tractor	2008	John Deere	422201	\$ 21,000.00
Mower / Brush Hog - 720	2008	Woods	1078881	\$ 3,500.00
Hitch Mower	2016	Woods	1271818	\$ 4,000.00
6320 Arm Mower Tractor 20'	2004	John Deere/Tiger	433199	\$ 100,000.00
L5-180 Skidsteer	2001	New Holland	188756	\$ 25,000.00
YT 340 Skidsteer	2020	Case	njm458702	\$ 67,500.00
73" Utility Bucket	1992	Case	H-67486	\$ 600.00
42" Forks	1992	Case	H-673916	\$ 850.00
Asphalt Planer/Grinder	2001	Universal	3168	\$ 15,000.00
7' Plow	1989	Meyers	n/a	\$ 600.00
580SNWT Case Back Hoe	2012	Case	567500	\$ 160,000.00
1' Bucket (Included)				\$ -
2' Bucket (Included)				\$ -
3' Bucket (Included)				\$ -
4' Bucket (Included)				\$ -
60" Vee Bucket	1995	Werk Brue	54478	\$ 2,600.00
DD24 Roller (mini)	1999	Ingersoll-Rand	PN159	\$ 20,000.00
3-Wheel Roller	1963	Gallion	43624	\$ 2,500.00
Mini Excavator	2010	Case	N82020	\$ 60,000.00
42" Ditching Bucket for Mini Excavator	2014		p-07114609-1	\$ 1,000.00

TOTAL INLAND MARINE					\$ 699,850.00
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PORTABLE EQUIPMENT

Item Description	Yr. Bght	Manufacture	Serial #	Amount
BC1400 Chipper	2006	Vermeer	100164	\$ 32,000.00
BC 1800 XL Brush Chipper	2010	Vermeer	1002801	\$ 62,000.00
Stump Grinder	2015	Vermeer	F1000334	\$ 49,000.00
Sewer Jetter	2001	Sewer Eq. America	2350	\$ 40,000.00
Trailer 16' (for Mini Excavator)	2010	TowMaster	4KNUT162XAL160126	\$ 6,000.00
Trailer	1988	Lil Brute	1S9L51423JF000113	\$ 3,000.00
Trailer	2020	Tow Master	4knbf2125II1603372	\$ 7,400.00
Trailer 20 Ton	1987	Traileze	4365478	\$ 10,000.00
Trailer T6	2018	Cargo Mate	5NHUBL625JN092620	\$ 7,000.00
Concrete Saw (walk behind)	1995	Targett	2161882	\$ 550.00
20 Ton Jack	2013	OTC	1512	\$ 2,315.00
Total Portable Equipment				\$ 219,265.00

LIGHT EQUIPMENT

Item Description	Yr. Bght	Manufacture	Serial #	Amount
Asphalt Compactor Plate	1991	Ingersoll-Rand	IR6459	\$ 1,000.00
Tamper	2003	Ingersoll-Rand	291690	\$ 2,500.00
Rammer (Jumper)	2020			\$ 2,500.00
Rammer (Jumper)	2012	Wacker	BS60-2i	\$ 3,400.00
Mini Paver	2001	Pave a Lot	n/a	\$ 1,000.00
Liquid Tack Sprayer	1993	Lee Boy	150118	\$ 3,000.00
Portable Lighting Generator	1983	Onan	121131	\$ 5,000.00
Sewer Safety Tri-pod and Harness	1996	Safety-Tech	P03699	\$ 5,000.00
Utility Locator (Metal Detector)	1991		45JD296FX	\$ 498.00
9' Tripod with Reflector, Case	1996			\$ 2,745.00
Veilating Blower	1995	Homelite	HM0740002	\$ 800.00
Transit with Tripod				\$ 864.00
Laser Level				\$ 800.00
28' Extension Ladder	1991	Wagner		\$ 297.00
Total Light Equipment				\$ 29,404.00

TOTAL PORTABLE AND LIGHT EQUIPMENT						\$ 248,669.00

HAND HELD GAS POWER EQUIPMENT

25" Chain Saw MS362C	2013	Stihl	295937495	\$	650.00
18" Chain Saw MS362C	2013	Stihl	295937481	\$	350.00
18" Chain Saw (MS 290)	2006	Stihl	267386932	\$	298.00
32" Chain Saw (MS 660)	2014	Stihl	178162152	\$	1,020.00
25" Chain Saw (MS 361 C)	2005	Stihl	262890955	\$	519.00
18" Chain Saw MS362C	2015	Stihl	502311665	\$	729.00
20" Chain Saw (MS 362)	2015	Stihl	502311674	\$	729.00
16" Chain Saw (MS 290)	2002	Stihl	254995056	\$	352.00
14' Pole Saw	2019	HT 133	516-812-275	\$	600.00
12" Pole Saw	2016	HT	505824118	\$	700.00
Trimmer FS110	2015	Stihl	502481586	\$	342.00
Trimmer FS110R	2015	Stihl	502481587	\$	342.00
String Trimmer (FS85)	2003	Stihl	256053749	\$	280.00
String Trimmer	1994	Echo	10005	\$	390.00
String Trimmer	2010	Echo	5669	\$	400.00
String Trimmer	2010	Echo	2906	\$	400.00
Leaf Blower BG85	2010	Stihl	289650566	\$	250.00
BG 86 Blower	2019		519386229	\$	200.00
Power Broom	2002	Shindaiwa	10210917	\$	500.00
16" Concrete Saw TS 800	2015	Stihl	179899228	\$	1,215.00
Scavenger Pump & Hose	1980	Homelite	93524643	\$	650.00
Fiberglass Pump	1981	Briggs & Stratton	90153655	\$	300.00
Misc Electric/Battery Drills, Saws and Other Hand Tools	Various			\$	10,000.00
TOTAL HAND HELD GAS POWER EQUIPMENT				\$	21,216.00

SHOP EQUIPMENT

Portable Vehicle Lifting System	2012	ARI Hetra	495721	\$	36,000.00
Riding Lawn Mower 2950 m	2018	John Deere	ITC950MDCJT060724	\$	10,000.00
Riding Lawn Mower.	2003	Yazoo	40001	\$	7,000.00
Air Compressor	2002	Napa	368VAT	\$	1,800.00
Air Compressor 2 Stage 3 Phase 80 Gallon	2016	Eaton/Polar	PS05V0813	\$	2,200.00
Mig Welder	2020	Miller Matic 255		\$	3,000.00
H-Frame Press 25 Ton	1991	Ramco	3575	\$	1,200.00
Welding Torches & Supplies	1994	Victro	DLX510V	\$	879.00
1 Ton Chain Hoist	1990		A113HD	\$	472.00
Standby Generator & Transfer Switch	1997	Onan	H95053616	\$	8,450.00
14" Cut Off Saw	2000	Stihl	147071635	\$	725.00
16" Chop Saw (K950)	2006	Partner	45000453	\$	1,034.00
Bench Grinder	2003	Milwaukee	LR 15562	\$	350.00
Wet Band Saw RS 90P	1991	Ramco	1716	\$	1,200.00
Hydraulic Press (50 TON)	1991	Ramco	3575	\$	1,200.00
Floor Crane/Hoist (5000 POUND)	1991	Ramco	10810	\$	1,100.00
Circular Metal Cutting Saw	2005	Steel Max	2802 B	\$	371.00
4 ea. Wall Mounted Hose Reels	2011	Hanney		\$	800.00
Floor Jack (10 TON)	1991		1862-121	\$	1,250.00
Drill Press	1981	Sears	13321371	\$	350.00
Sand Blaster	1994	DM	698720	\$	477.00
Washing Machine	2016	Speed Queen		\$	600.00
Clothes Dryer	2016	Speed Queen		\$	600.00
3 ea. Flame Proof Cabinets	1990	Safe-T-Way		\$	1,259.00
Safety Cabinet	1994			\$	490.00
Mechanical Tool Boxes	2016				
Maintenance Shop Tool Boxes (3)	2016	Master Force		\$	10,000.00
Portable Battery Charger/Jump	2016	Solar		\$	300.00
Pneumatic Grease Gun System	2016	Graco		\$	800.00
Five 100-Gallon Tank Oil Storage/Dispenser System	2017	Fleese		\$	12,000.00

TOTAL SHOP EQUIPMENT					\$ 105,907.00

COMMUNICATIONS

Item Description	Yr. Bght	Manufacture	Serial #	Amount
Phantom Drone	2017	DJI	INCGMY	\$ 2,000.00
(102) Radio NX800K	2012	Kenwood	BIC00543	\$ 688.00
(103) Radio NX800K	2012	Kenwood	BIC00540	\$ 688.00
(104) Radio TK8160H	2007	Kenwood	300786	\$ 658.00
(105) Radio TK8160H	2007	Kenwood	80800727	\$ 658.00
(106) Radio NX800K	2012	Kenwood	B1900036	\$ 688.00
(107) Radio TK8160H	2007	Kenwood	80800668	\$ 658.00
(108) Radio TK862HG	2005	Kenwood	80800725	\$ 519.00
(109) Radio TK862HG	2005	Kenwood	70400343	\$ 519.00
(110) Radio NX800K	2012	Kenwood	B1900819	\$ 688.00
(112) Radio NX800K	2012	Kenwood	B1900038	\$ 688.00
(118) Radio TK862HG	2005	Kenwood	61100166	\$ 519.00
(119) Radio NX800K	2012	Kenwood	B1900579	\$ 688.00
(120) Radio NX800K	2012	Kenwood	BIC02008	\$ 688.00
(121) Radio TK8160H	2009	Kenwood	91200003	\$ 690.00
(122) Radio TK8160H	2009	Kenwood	300785	\$ 690.00
(123) Radio NX800	2012	Kenwood	B1900645	\$ 688.00
(124) Radio TK8160H	2009	Kenwood	A9300010	\$ 519.00
(125) Radio TK862HG	2005	Kenwood	70400344	\$ 519.00
(126) Radio NX800K	2012	Kenwood	B1900644	\$ 688.00
(127) Radio NX800K	2012	Kenwood	B1900648	\$ 688.00
(128) Radio TK862HG	2005	Kenwood	50100014	\$ 519.00
(129) Radio TK8160H	2007	Kenwood	81100226	\$ 688.00
(130) Radio NX800K	2012	Kenwood	B1900675	\$ 688.00
(131) Radio NX800K	2012	Kenwood	B1900649	\$ 688.00
(2640)Radio NX800K	2012	Kenwood	B1900818	\$ 688.00
(520 B/H NX800K	2012	Kenwood	B1900816	\$ 688.00
(base) Radio Remote 4 units	2012	Kenwood	n/a	\$ 1,836.00
(base) Radio TK3302U (Hand Held)	2009	Kenwood	B0207029	\$ 450.00
(Mike) TK3160 (Hand Held)	2009	Kenwood	91101301	\$ 450.00
(Shop) Radio TK3160 (Hand Held)	2009	Kenwood	91101177	\$ 450.00
(Shop) Radio TK3160 (Hand Held)	2009	Kenwood	91101179	\$ 450.00

(base) repeater	2012	Kenwood	B1900125	\$	1,600.00
(spare) Radio NX800K	2012	Kenwood	B1C00610	\$	688.00
TOTAL COMMUNICATIONS				\$	24,712.00

Traffic Analyzers

Traffic/Speed Radar Analyzer w/message board	2019	All Traffic Solutions	19174105	\$	8,000.00
Traffic/Speed Radar Analyzer w/message board	2019	All Traffic Solutions	19174152	\$	8,000.00
Traffic/Speed Radar Analyzer	2012	All Traffic Solutions	16086042	\$	2,800.00
Traffic/Speed Radar Analyzer	2012	All Traffic Solutions	16086044	\$	2,800.00
Traffic/Speed Radar Analyzer	2012	All Traffic Solutions	16086031	\$	2,800.00
Traffic/Speed Radar Analyzer	2012	All Traffic Solutions	16086024	\$	2,800.00
Traffic/Speed Radar Analyzer	2012	All Traffic Solutions	16086007	\$	2,800.00
Traffic/Speed Radar Analyzer	2012	All Traffic Solutions	488101136	\$	2,800.00
Traffic/Analyzer Road Surface Mount	2009	Quixote Inc.	128864	\$	1,500.00
Traffic/Analyzer Road Surface Mount	2009	Quixote Inc.	128865	\$	1,500.00
Traffic/Analyzer Road Surface Mount	2011	Vaisala	132892	\$	1,500.00
Traffic/Analyzer Road Surface Mount	2011	Vaisala	132907	\$	1,500.00
Traffic/Analyzer Road Surface Mount	2011	Vaisala	132908	\$	1,500.00
Traffic/Analyzer Road Surface Mount	2016	MH Corbin	401023	\$	1,000.00
Traffic/Analyzer Road Surface Mount	2016	MH Corbin	400882	\$	1,000.00
Traffic/Analyzer Road Surface Mount	2016	MH Corbin	400881	\$	1,000.00
Traffic/Analyzer Road Surface Mount	2016	MH Corbin	400982	\$	1,000.00
TOTAL TRAFFIC ANALYZERS				\$	44,300.00

STOCK MATERIALS, STATIC EQUIPMENT & PARTS

Various Signs, Sign Posts & Sign Hardware				\$	20,000.00
Various Road Barricades, Horses and Cones				\$	20,000.00
Snow Fencing				\$	10,000.00
Various Culverts, Basins, & Grates				\$	5,000.00
Aggregates (Gravels, Sands & Dirt)				\$	2,000.00
Fuels (Gas & Diesel Oil)				\$	6,000.00
Lubricants, Mortor and Hydraulic Oil				\$	3,000.00
Road Salt				\$	45,000.00
Miscellaneous Hardware (Fasteners)				\$	5,000.00
Miscellaneous Vehicle, Engine & Eq Repair Parts				\$	50,000.00
Various Tires and Wheels				\$	10,000.00

TOTAL STOCK						\$ 176,000.00
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OFFICE

Item Description	Yr. Bght	Manufacture	Serial #	Amount
EQUIPMENT				
Toughbook	2017	Panasonic	A48039	\$ 5,000.00
Toughbook	2017	Panasonic	A48041	\$ 5,000.00
Toughbook	2017	Panasonic	A48048	\$ 5,000.00
Toughbook	2017	Panasonic	A48108	\$ 5,000.00
Optiplex Computer, 330 surplus	2008	Dell	42 NXMH 1	
Precision T1500 M	2010	Dell	5G8GSL1	\$ 1,092.00
OptiPlex 7020 D	2016	Dell	51KNG42	\$ 1,000.00
Lenovo Thinkcenter	2017	Lenovo	04EAMR	\$ 1,000.00
Lenovo Thinkcenter	2017	Lenovo		\$ 1,000.00
Copy Machine C-2408 w/Scanner	2004	Savin	J2537101703	\$ 7,156.00
Copy Machine C-9020 w/Scanner	2009	Savin	V2295200632	\$ 5,115.00
Copy Machine MPC 2004	2017	Savin	G746RA10200	\$ 5,125.00
Fax Machine 3820	2008	Savin	A4979100175	\$ 895.00
Phone System (12 Phones)	2010	Samsung		\$ 4,760.00
Shredder	2003	Panasonic		\$ 230.00
Shredder	1999	Fellows		\$ 306.00
Shredder	2005	Fellows		\$ 430.00
STORAGE				
3 ea. Five Drawer Plat Files SAF-499TS	1990	Hon		\$ 1,322.00
3 ea. Seven Drawer Plat Files SAF-699TS	1990	Hon		\$ 1,725.00
8 ea. Four Drawer Lateral Files	1991	Hon		\$ 3,752.00
6 ea. Five Drawer Plat Files	2006	Hon		\$ 5,490.00
FURNITURE				
4 ea. Office Chairs	2013			\$ 1,740.00
Conference Table W/14 CHAIRS	2013	Midwest		\$ 1,963.00
Office Furniture, Desks and Credenzas	2012	MW Interiors		\$ 7,000.00
LUNCH/TRAINING ROOM				
Tables (12) and Chairs (60)	2020	Nat'l Bsns Furniture		\$ 5,000.00
Appliances; Refrigerator, Microwaves	2020			\$ 2,000.00
Monitors				\$ 1,500.00

TOTAL OFFICE					\$ 80,401.00
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REAL PROPERTY

14400 West 151st Street

Buildings and Fixtures	Yr. Bght	Manufacturer	Serial #	Amount
Land and site Improvements	Various		13 Acres	\$ 1,020,000.00
Land and site Improvements	Various		3.638 Acres	\$ 285,443.08
Original Garage and Office Building	1991		15,600 Sq Ft	\$ 75,000.00
Garage Addition: Mechanical, Crane and Wash Bays	2016		5,400 Sq Ft	\$ 1,100,000.00
West Seasonal Storage Building	2020		7,200 Sq Ft	\$ 275,000.00
Basement Lunch, Locker, Bath and Office Areas	2020		2,100 Sq Ft	\$ 200,000.00
2nd Floor Offices	1990		3,100 Sq Ft	\$ 800,000.00
Salt Dome	2010		2,100 Ton Capacity	\$ 186,000.00
Fuel Depot and Pad	1991			\$ 9,500.00
2 ea. Fuel Tanks	1991			\$ 10,500.00
Computerized Fuel Delivery System	1994			\$ 12,108.00
Overhead Crane, 5 Ton	2015	Kone	11823755 11918427	\$ 35,000.00
Oil Storage and Delivery System	2019	F/S		\$ 12,000.00
Hotsy Power Wash System Model 1832SS-208	2015	Hotsy	11096610-100156	\$ 11,000.00
Fire Alarm System Upgrade	2017			\$ 38,500.00
Fences	1992			\$ 15,900.00
Flag Pole	2016			\$ 3,800.00
Street Lights (2)	1992			\$ 5,000.00
Street Lights (2) by Salt Dome	2010			\$ 6,000.00
Road Dist Radio Communications Tower: Rohn 45	2012	Rohn		\$ 4,395.00
Storage Shed (sewer supplies)	1997			\$ 3,400.00
Calcium Chloride Tank (7,000 Gallon)	2000			\$ 7,500.00
Stainless Steel Pump (For Chloride)	2000			\$ 1,345.00
Calcium Chloride Tank (4,000 Gallon)	2015			\$ 2,800.00
Power Grid, Fest Site (Utility Poles and Elec Syst)	2011			\$ 10,000.00
TOTAL REAL PROPERTY				\$ 4,130,191.08

TOTAL ALL VALUES for ALL INVENTORY

CATEGORY	PAGE NUMBER	AMOUNT
Licensed Vehicles	1	\$ 1,755,000.00
Accessories & Eq for Licensed Vehicles	Pages 2, 3 and 4	\$ 766,663.00
Inland Marine	5	\$ 699,850.00
Portable & Light Equipment	6	\$ 248,669.00
Hand Held Gas Power Equipment	7	\$ 21,216.00
Shop Equipment	8	\$ 105,907.00
Communications	9	\$ 24,712.00
Traffic Analyzers	10	\$ 44,300.00
Stock Materials, Static Equipment and Parts Inventory	10	\$ 176,000.00
Office Equipment, Storage, Furniture and Appliances	11	\$ 80,401.00
Real Property		\$ 4,130,191.08
TOTAL, ALL INVENTORY		\$ 7,767,466.00

SURPLUS \$ 1,012,443.08

Percentage

13%

EXHIBIT E
Real Estate Contract
(attached)

REAL ESTATE SALE CONTRACT

("Contract")

1. The Homer Township Road District ("Purchaser") agrees to purchase at a price of Ten and No/100 Dollars (\$10.00) ("Purchase Price") on the terms set forth herein, the real estate in Will County, Illinois legally described in Exhibit 1 attached hereto and made a part hereof (collectively the "Property").
2. The Village of Homer Glen ("Seller") agrees to sell the Property, at the Purchase Price and on the terms and the conditions set forth herein, and to convey or cause to be conveyed to Purchaser thereto by a recordable Quit Claim Deed ("Deed") subject to the "Permitted Exceptions" (as defined in the attached "Conditions and Stipulations" which are made a part hereof), together with the any and all personal property, including fixtures presently located thereon, which the Seller shall execute and deliver to Purchaser a bill of sale.
3. Prior to the conveyance of the Property to Purchaser, Purchaser, at its cost and expense, may obtain a survey of the Property ("Survey"), prepared by a surveyor licensed by the State of Illinois.

Upon approval of the Survey, the legal description in Exhibit 1 shall be automatically revised to be that of the legal description in the Survey and "Title Commitment" (as defined in the attached Conditions and Stipulations). At either party's request, any changes to the legal description shall be confirmed in writing signed by both parties.
4. The time of closing ("Closing") shall be on a date agreeable to the Purchaser and the Seller ("Closing Date"), at an agreeable location.
5. Simultaneous with the Closing, the parties shall enter into, and thereafter abide by, the "Lease" attached hereto and made a part hereof as Exhibit 2, for a portion of the Property.
6. Each party hereto hereby represents and warrants to the other that, in connection with this transaction, no third-party broker or finder has been engaged or consulted by it or, through such party's actions (or claiming through such party), is entitled to compensation as a consequence of this transaction. Each party hereby defends, indemnifies and holds the other harmless against any and all claims of brokers, finders or the like, and against the claims of all third parties claiming any right to a commission or compensation by or through acts of that party or that party's partners, agents or affiliates in connection with this Contract. Each party's indemnity obligations shall include all damages, losses, costs, liabilities and expenses, including reasonable attorney's fees, which may be incurred by the other in connection with all matters against which the other is being indemnified hereunder.
7. This Contract is subject to the Conditions and Stipulations set forth on the following pages, which Conditions and Stipulations are made a part of this Contract.
8. This Contract shall be deemed dated and become effective on the date that the Seller's President and Clerk sign this Contract, which date shall be the date stated next to their signature ("Effective Date").

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date next to their respective signature.

SELLER:

By: Village Manager Homer
Name: Carmen Manrella
Title: Village Manager

Executed by Seller on [Signature] 5/18/2022

PURCHASER:

By: HOMER TOWNSHIP HIGHWAY DEPT
Name: BRENT PORFILIO
Title: HIGHWAY COMMISSIONER

Executed by Purchaser on [Signature] 5/3/2022

CONDITIONS AND STIPULATIONS

1. Within _____ (____) days of the Effective Date, Purchaser, at its cost and expense, shall obtain a title commitment issued by _____ ("Title Company"), in the amount of _____ (\$_____), with extended coverage over the standard exceptions 1 through 5, if Purchaser's requires extended coverage and at the Purchaser's cost ("Title Commitment"), together with copies of all underlying title documents listed in the Title Commitment ("Underlying Title Documents"), subject only to (i) covenants, conditions, restrictions and easements of record (ii) all applicable laws and ordinances affecting the Property, including but not limited to, zoning, subdivision, public health, environmental and building; (iii) public and private easements, recorded and unrecorded for utilities and drainage and other purposes over, under and upon the Property; (iv) the restrictions and reservations, if any, contained in the Deed; (v) 2020 and 2020 general real estate taxes not yet due and payable and subsequent years; and (vi) acts done or suffered by or judgments against Purchaser (collectively, the "Permitted Exceptions"). If the Title Commitment, Underlying Title Documents or the Survey (as hereinafter defined) disclose exceptions to title, which are not acceptable to Purchaser ("Unpermitted Exceptions"), Purchaser shall have thirty (30) days from the later of the delivery of the Title Commitment, the Underlying Title Documents and the Survey to object to the Unpermitted Exceptions. Purchaser shall provide Seller with a title and survey objection letter ("Purchaser's Objection Letter") listing those matters, which are not acceptable to Purchaser. Seller shall have thirty (30) days from the date of delivery of the Purchaser's Objection Letter ("Seller's Cure Period") to have the Unpermitted Exceptions removed from the Title Commitment or to cure such Unpermitted Exceptions or to have the Title Company commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions or to cure any Survey Defects, the time of Closing shall be extended thirty (30) days ("Extended Title Closing Date") after Purchaser's receipt of a proforma title policy ("Proforma Title Policy") reflecting the Title Company's commitment to insure the Unpermitted Exceptions. If Seller fails to have the Unpermitted Exceptions removed or in the alternative, to obtain a Title Commitment insuring the Unpermitted Exceptions or correcting the Survey Defects within the specified time, Purchaser may elect to either (i) terminate this Contract, or (ii) upon notice to Seller within ten (10) days after Purchaser's receipt of Seller's intention not to cure the Unpermitted Exceptions or Survey Defects, to take title as it then is with the right to deduct from the Purchase Price any liens or encumbrances of a definite or ascertainable amount which are listed in the Title Commitment. All Unpermitted Exceptions, which the Title Company commits to insure, shall be included within the definition of Permitted Exceptions. The Proforma Title Policy shall be conclusive evidence of good title as shown therein as to all matters insured by the Title Company, subject only to the Permitted Exceptions. If Purchaser does not so elect, this Contract shall become null and void without further action of the parties. The Seller shall pay the cost for any later date title commitments and Purchaser shall pay for the cost of the Proforma and later date to the Proforma Title Policy and any loan policy for Purchaser's Lender. Seller also shall furnish Purchaser an affidavit of title in customary form covering the date of closing and showing title in Seller subject only to the Permitted Exceptions and any Unpermitted Exceptions or defects in the title disclosed by the Survey, if any, as to which the title insurer commits to extend insurance in the manner specified in this Paragraph.
2. General land taxes shall be prorated as of the closing date on the basis of the prior year's taxes increased five percent (5%), unless the Seller has obtained an exemption for payment of real

estate taxes from the Department of Revenue, in which event, the Purchaser shall be responsible for payment of real estate taxes on the day of Closing through to and including December 31, 2021 and subsequent years.

3. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract.
4. This sale shall be closed through an escrow with the Title Company, in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by the Title Company, with such special provisions inserted in the escrow agreement as may be required to conform with this Contract. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of the Purchase Price and delivery of the Deed shall be made through the escrow. The cost of the escrow shall be divided equally between Seller and Purchaser.
5. Time is of the essence of this Contract.
6. Any and all notices, demands, consents and approvals required under this Contract shall be sent and deemed received: A) on the third business day after mailed by certified or registered mail, postage prepaid, return receipt requested, or B) on the next business day after deposit with a nationally-recognized overnight delivery service (such as Federal Express or Airborne) for guaranteed next business day delivery, or C) by facsimile transmission on the day of transmission, with the original notice together with the confirmation of transmission mailed by certified or registered mail, postage prepared, return receipt requested, if addressed to the parties as follows:

To Seller:

Village of Homer Glen
Chicago, Illinois
5/18/2022
ATTENTION: Village Manager
PHONE: 708 301 0632
FAX: _____
EMAIL: clausarella @ HomerGlenIL.com

To Purchaser:

BRENT PORFILIO
5/3/2022
ATTENTION: HOMER TOWNSHIP HIGHWAY DEPT
PHONE: 708-301-0248
FAX: NONE
EMAIL: B.PORFILIO @ HOMERHIGHWAY.COM

Either party hereto may change the name(s) and address(es) of the designee to whom notice shall be sent by giving written notice of such change to the other party hereto in the same manner, as all other notices are required to be delivered hereunder.

7. The parties acknowledge that as the Seller is a governmental entity, this transaction is exempt from any State, County or local real estate transfer tax pursuant to 35 ILCS 200/31-45(b). Seller is obligated to furnish completed Real Estate Transfer Declarations signed by Seller or Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois.
8. This Contract shall be deemed dated and become effective on the date that the authorized signatories of Seller shall sign the Contract, which date shall be the date provided next to the Seller's signature.
9. This Contract shall be subject to the terms and conditions of the "Second Amended and Restated Intergovernmental Agreement by and Between the Village of Homer Glen and the Homer Township Road District" dated _____, 2021 ("IGA"), and, to the extent of any conflict between the terms of this Contract and said IGA, the terms of the IGA shall control.
10. This Contract and the Exhibit attached hereto, if any, and made a part hereof, or required hereby, embody the entire contract between the parties hereto with respect to the Real Estate and supersede any and all prior agreements and understandings, whether written or oral, and whether formal or informal. No extensions, changes, modifications or amendments to or of this Contract, of any kind whatsoever, shall be made or claimed by Seller or Purchaser, and no notices of any extension, change, modification or amendment made or claimed by Seller or Purchaser (except with respect to permitted unilateral waivers of conditions precedent by Purchaser) shall have any force or effect whatsoever unless the same shall be endorsed in writing and fully signed by Seller and Purchaser.
11. The following Exhibits, Schedules, Riders or attachments are hereby attached hereto and made a part hereof by reference:

Exhibit 1 – Legal Description of Property

Exhibit 2 – Lease

EXHIBIT F

Bill of Sale

(attached)

BILL OF SALE

The Village of Homer Glen, an Illinois home rule municipal corporation ("Seller") in consideration of Ten and No/100 Dollars (\$10.00), the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto the Homer Township Road District ("Buyer"), the personal property ("Personal Property") described in Exhibit 1 attached hereto and made a part hereof.

Seller hereby represents and warrants to Buyer that Seller is the absolute owner of the Personal Property and that Seller has full right, power and authority to sell the Personal Property and to make this Bill of Sale. **THE PERSONAL PROPERTY IS TRANSFERRED AS-IS, WHERE-IS, WITH NO REPRESENTATIONS, WARRANTIES OR GUARANTIES. FURTHER, ALL WARRANTIES OF QUALITY, FITNESS AND MERCHANTABILITY ARE HEREBY EXCLUDED.**

IN WITNESS WHEREOF, the undersigned has executed this Bill of Sale as of 9 day of March, ~~2021~~ 2022

SELLER:

VILLAGE OF HOMER GLEN

By:  _____
By: George Yukich, President



SUBSCRIBED AND SWORN to before me
this 9 day of MARCH, ~~2021~~ 2022

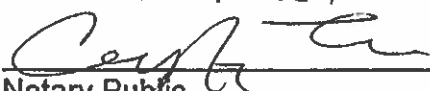
 _____
Notary Public

EXHIBIT G

Lease

(attached)

LEASE

THIS LEASE, dated the 2 day of MAY, ²⁰²²~~2021~~ ("Effective Date"), between the Village of Homer Glen, an Illinois home rule municipal corporation ("Tenant"), and the Homer Township Road District, an Illinois road district ("Landlord").

WITNESSETH:

SECTION 1: PREMISES. Landlord hereby leases to tenant a portion of the premises legally described and depicted on Exhibit 1 attached hereto and made a part hereof ("Premises") comprised of the area in the building from the north building wall to five (5) feet south of the north bay garage door.

SECTION 2: TERM. Tenant is hereby granted the right to have and to hold the Premises pursuant to the terms and conditions of this Lease for a defined term commencing at midnight on the Effective Date and ending at midnight on ten (10) years from the Effective Date. This Lease shall renew for additional ten (10) year periods unless terminated by the Tenant.

SECTION 3: RENT. Tenant covenants to pay Landlord, without previous demand therefor and without any set-off or deductions whatever, the amount of Ten and No/100 Dollars (\$10.00) for each Term, the receipt and sufficiency of which is acknowledged.

SECTION 4: SECURITY DEPOSIT. Tenant shall not make any security deposit with Landlord.

SECTION 5: PAYMENTS TO LANDLORD. All rental and other payments provided for in this Lease shall be payable to Landlord at Landlord's office, 14500 W 151ST ST, Homer Glen, Illinois 60491, or at such other place as Landlord shall, from time to time, direct in writing.

SECTION 6: USE AND OPERATION. Subject to and in accordance with all rules, regulations, laws, ordinances, statutes and requirements of all governmental authorities having jurisdiction over the Premises and any fire insurance rating organization, Tenant covenants and agrees that it shall use the Premises as an Illinois road district facility, for reasonably related accessory uses, and for no other purpose.

SECTION 7: INSURANCE. Tenant shall indemnify and save harmless the Landlord against any liabilities or claims for bodily injury or damage to persons or property caused by any acts done or omitted to be done by Tenant or any concessionaires or subtenants or their respective licensees, servants, contractors, invitees, visitors, officers, agents or employees in or about the Premises. During the Term of this Lease, Tenant agrees to obtain from a responsible insurance company, or companies, at its expense, insurance coverages of the type, in the amounts and subject to the conditions as set forth below:

General Liability:	\$500,000 per occurrence \$1,000,000 general aggregate
Umbrella:	\$1,000,000 per occurrence \$1,000,000 general aggregate (Umbrella coverage is over General Liability limits)

The Tenant shall at all times during the Term of the Lease furnish to the Landlord satisfactory proof of coverage of the above insurance requirements, by a reliable company or companies. Such proof shall consist of certificates executed by the respective insurance companies and filed with the Landlord. Said certificates shall contain a clause to the effect that, for the duration of the Lease, no insurance policy shall be canceled, expire or changed as to the amount of coverage without written notification at least thirty

(30) days in advance to the Landlord. In addition, said certificates shall list the Landlord and its elected officials, officers, agents and employees as additional insureds on all required insurance policies except the workers compensation policy, and said certificates shall clearly indicate that all insurance coverages provided by the Tenant are primary and non-contributory to any coverages maintained by the Landlord.

Each of the parties hereto hereby waives, releases and discharges the other party of and from all right of recovery against the other party by subrogation or otherwise, for any loss of or damage to the Premises or contents thereof wherein the parties are protected from such loss or damage by insurance provided that such waiver does not adversely affect either party's insurance protection.

SECTION 8: NON-LIABILITY OF LANDLORD. Landlord shall not be liable to Tenant for any injury or damage to Tenant or its property on the Premises occasioned by fire or other casualty, by leaking water, or by any defect in the Premises, except when caused through the negligent or intentional acts or omissions of Landlord or its officers, agents or employees.

SECTION 9: FIRE OR OTHER CASUALTY. In the event the Premises is substantially damaged by fire or other casualty, such as for example a flood, storm or lightning, to the extent that it is not useable by Tenant for its purposes, or the Premises is found to be structurally unsound and unsafe, Landlord shall restore the premises at its cost and expense.

SECTION 10: DELIVERY OF POSSESSION UPON TERMINATION. At the termination of the Term of this Lease, by lapse of time or otherwise, Tenant will yield up immediate possession of the Premises, to Landlord, in the same, or better, condition as

such improvements were in at the commencement of the Term, casualty damages and ordinary wear and tear excepted, and will return the keys therefor to Landlord at the place of payment of rent. If Tenant retains possession of the Premises or any part thereof after the termination of the Term by lapse of time or otherwise, said holding over shall create a tenancy at sufferance, at a rental of Five Hundred and No/100 Dollars (\$500.00) per day (as the same may be adjusted by the change in the Consumer Price Index from the date of this Lease to the end of the calendar year preceding the date of the holdover by Tenant), for the time Tenant remains in possession.

SECTION 11: INDEMNITY. Tenant agrees to indemnify and save Landlord, its officers, agents and employees harmless from and against any and all claims and demands (except such as result from the negligent or intentional acts or omissions of Landlord, or its officers, agents or employees) for, or in connection with, any accident, injury or damage whatsoever caused to any person or property arising, directly or indirectly, out of the use of the Premises by the Tenant, or arising directly or indirectly from any act or omission of Tenant or any concessionaire or subtenant of Tenant, or their respective licensees, servants, officers, agents, employees, invitees, or contractors, and from and against any and all costs, expenses and liabilities incurred in connection with any such claim or proceeding brought thereon.

SECTION 12: DEFAULT. Each of the following shall constitute an event of default ("Default") under this Lease:

(a) Tenant shall fail to continue to use the Premises in accordance with the use permitted under Section 6 of this Lease or shall use the Premises for a use or uses that are not permitted under the Lease, and in either case such event

continues for a period of thirty (30) days after Landlord provides written notice of same to Tenant;

(b) Tenant fails to perform any obligation or observe or perform any covenant of Tenant under this Lease, and such failure continues for a period of thirty (30) days after Landlord provides written notice of same to Tenant.

After the occurrence of a Default, Landlord may terminate Tenant's right to possession of the Premises, with or without any additional notice or demand whatsoever, and the mere retention of possession thereafter by Tenant shall constitute a forcible detainer of the Premises; and if the Landlord so elects, but not otherwise, and with or without notice of such election or any additional notice or demand whatsoever, this Lease shall thereupon terminate, and Landlord shall be entitled to take any action or pursue any remedy permitted under law or in equity.

SECTION 13: REPAIRS, MAINTENANCE AND ALTERATIONS:

A. LANDLORD'S OBLIGATIONS: In no event shall the Landlord have any responsibility for the repairs or maintenance of the Premises during the Term.

B. TENANT'S OBLIGATIONS: Tenant shall at its own cost and expense shall be responsible for the repair and maintenance of the Premises during the Term. Tenant shall place the Premises in a good and safe condition as of the end of the Term of this Lease.

SECTION 14: TRADE FIXTURES. Tenant shall have the right to remove fixtures, machinery, equipment appurtenances, and other property furnished or installed by Tenant or by Landlord on the Premises.

SECTION 15: COVENANT AGAINST LIENS. Tenant shall not do any act, or make any contract which may create or be the foundation for any lien or other encumbrance upon any interest of Landlord in any portion of the Premises. If, because of any act or omission (or alleged act or omission) of Tenant or its officers, agents or employees, any mechanic's or other lien, charge or order for the payment of money or other encumbrance shall be filed against Landlord or any portion of the Premises (whether or not such lien, charge, order or encumbrance is valid or enforceable as such), Tenant shall, at its own cost and expense, cause same to be discharged of record or bonded within ten (10) days after notice to Tenant of the filing thereof; and Tenant shall indemnify and save harmless Landlord against and from all costs, liabilities, suits, penalties, claims and demands, including reasonable counsel fees resulting therefrom. If Tenant fails to comply with the foregoing provisions, Landlord shall have the option of discharging or bonding any such lien, charge, order or encumbrance, and Tenant agrees to reimburse Landlord (as additional rent) with interest thereon promptly upon demand. All materialmen, contractors, artisans, mechanics, laborers and any other persons now or hereafter contracted with Tenant for the furnishing of any labor, services, materials, supplies or equipment with respect to any portion of the Premises, at any time from the date hereof until the end of the Term, are hereby charged with notice that they must look exclusively to Tenant to obtain payment for same.

SECTION 16: ACCESS TO PREMISES. Landlord and its designees shall have the right to enter upon the Premises at all hours without prior notice in the event of an emergency, and to enter upon the Premises at reasonable hours with reasonable notice

in all events other than an emergency to inspect the same, or to make repairs to the Premises.

SECTION 17: ASSIGNMENT. Tenant shall not sublet the Premises or any part thereof, nor assign, mortgage or otherwise encumber or dispose of this Lease or any interest therein, nor grant any concessions or licenses for the occupancy of the Premises, or any part thereof, except with the prior written consent of the Landlord. Notwithstanding any such permitted assignment, the Tenant nonetheless remains liable for the payment of rent and the performance of all other obligations of the Tenant and covenants under the Lease.

SECTION 18: TENANT'S ADDITIONAL OBLIGATION. Tenant agrees to comply with all laws, ordinances, rules and regulations of governmental authorities (including zoning laws and building codes) and insurance underwriters and any organization exercising similar functions affecting the Premises, but this subsection shall not be construed to require Tenant to comply with any such laws, ordinances, rules or regulations which require structural changes in or any repairs to the Premises unless the same are made necessary by any act, omission or work performed by Tenant or its officers, agents and employees or any concessionaire or subtenant of Tenant or their respective licensees, servants, officers, agents, employees, invitees or contractors.

SECTION 19: UTILITIES. Tenant agrees to pay promptly, as and when the same become due and payable, all charges for the cost of electric, natural gas, telephone, cable television, internet access services, garbage pick-up, water, sanitary sewer service, and all other utilities supplied to the Premises accrued during the Term of this Lease, which accounts shall all be placed in Tenant's name, to the fullest extent possible.

SECTION 20: RIGHT TO CURE DEFAULTS. If Tenant shall fails to comply fully with any of its obligations under this Lease (including, without limitation, its obligations to maintain various policies of insurance, comply with all laws, ordinances and regulations and pay bills for utilities), then Landlord shall have the right, at its option, after Tenant's rights to cure have expired, to cure such breach at Tenant's expense. Tenant agrees to reimburse Landlord (as additional rent) for all costs and expenses incurred as a result thereof, together with interest thereon, promptly upon demand.

SECTION 21: QUIET ENJOYMENT. Landlord covenants that upon Tenant paying the rent and performing and observing all of Tenant's other Lease obligations, Tenant may peaceably and quietly have, hold and enjoy the Premises for the Term.

SECTION 22: RELATIONSHIP OF PARTIES. Nothing contained in this Lease shall be construed to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto other than the relationship of Landlord and Tenant.

SECTION 23: NOTICES. Every notice, approval, consent or other communication authorized or required by this Lease shall not be effective unless served in writing and sent by United States registered or certified mail, return receipt requested.

SECTION 24: WAIVER. One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition, and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be construed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant.

SECTION 25: ENTIRE AGREEMENT. No oral statement or prior written matter shall have any force or effect all of which shall merge herein and be superseded hereby. No waiver of any provision of this Lease shall be effective unless in writing, signed by the waiving party. This Lease shall not be modified except by a writing subscribed by all parties. The invalidity or unenforceability of any provisions of this Lease shall not affect or impair any other provision. All captions herein are solely for convenience and shall not be given any legal effect.

Except as otherwise provided in this Lease, the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective successors and assigns.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

LANDLORD:

HOMER TOWNSHIP ROAD DISTRICT,
an Illinois road district



By: Brent Porfilio, Highway
Commissioner


TENANT:

VILLAGE OF HOMER GLEN,
an Illinois home rule municipal
corporation



Name: George Yutich
Title: Mayor

ATTEST:

By: 
Name: Christina Neitzke-Trolke
Title: Village Clerk

Date: 4-9-22, 2021 2022

Date: 4-9-22, 2021 2022

EXHIBIT 1 TO LEASE
DESCRIPTION AND DEPICTION OF THE PREMISES

Legal Description of Leased Property

A PORTION OF THE BUILDING LOCATED ON THE WEST 235.00 FEET OF THE EAST 978 FEET OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9 AND THE SOUTH 8 FEET OF THE WEST 235.00 FEET OF THE EAST 978 FEET OF THE NORTH HALF OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, EXCEPT THE WEST 160.00 FEET OF THE SOUTH 235.00 FEET THEREOF, ALL IN TOWNSHIP 36 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS COMPRISING THE AREA FROM THE NORTH WALL OF THE BUILDING TO FIVE (5) FEET SOUTH OF THE NORTH BAY GARAGE DOOR OF THE BUILDING.