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

**RESOLUTION
NUMBER 24-003**

**A RESOLUTION RATIFYING AND APPROVING AND AN
AGREEMENT WITH THE CREAMERY, VIA THE HOMER
ATHLETIC CLUB, TO FACILITATE CONCESSIONS ON OUR
PREMISES FOR THE HOMER ATHLETIC CLUB UPON MEETING
ALL VILLAGE AND HEALTH DEPARTMENT PERMITTING,
LICENSING AND OTHER REQUIREMENTS FOR THE 2024
ATHLETIC SEASON IN THE VILLAGE OF HOMER GLEN**

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

**JENNIFER CONSOLINO
DAN FIALKO
CURT MASON
CJ MCNAUGHTON
SUSANNA E. STEILEN
ROSE REYNDERS**

TRUSTEES

A RESOLUTION RATIFYING AND APPROVING THE EXECUTION OF AN AGREEMENT WITH THE CREAMERY, VIA THE HOMER ATHLETIC CLUB, TO FACILITATE CONCESSIONS ON OUR PREMISES FOR THE HOMER ATHLETIC CLUB UPON MEETING ALL VILLAGE AND HEALTH DEPARTMENT PERMITTING, LICENSING AND OTHER REQUIREMENTS FOR THE 2024 ATHLETIC SEASON IN THE VILLAGE OF HOMER GLEN

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

WHEREAS, the Village seeks to enter into an agreement with The Creamery for providing concession services on Village premises during the 2024 season, for the Homer Athletic Club; and

WHEREAS, the agreement (attached herein as Exhibit A), has already been executed by the President of the Homer Glen Athletic Club; and

WHEREAS, the Corporate Authorities and the Village Manager have considered and reviewed the agreement attached as Exhibit A and find the same to be in the best interests of the Village.

NOW THEREFORE, BE IT RESOLVED by the Village President and Village Board of Trustees of the Village of Homer Glen, Will County, Illinois, as follows:

SECTION 1: AGREEMENT FORM AND TERMS AUTHORIZED. The terms and conditions as shown in the agreement with The Creamery and the Homer Athletic Club attached herein as Exhibit A to this Resolution are hereby approved.

SECTION 2: AUTHORIZATION TO EXECUTE AND ACT IN ACCORDANCE WITH AGREEMENT. The Village Board of Trustees further ratify and accept the agreement

with The Homer Athletic Club and the Creamery, attached hereto as Exhibit A and authorize the Mayor and/or the Village Manager to execute any additional documentation that may be necessary to carry out the intent of this Resolution. The officers, employees, and/or agents of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to, and consummate the intent of this Resolution.

SECTION 3: If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

SECTION 4: All ordinances, resolutions, motions, or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

SECTION 5. This Resolution shall be in full force and effect from and after its passage, approval and publication as quired by law.

[Remainder of Page Intentionally Left Blank]

ADOPTED by the Village President and Village Board of Trustees of the Village of Homer Glen, Will County, Illinois this 27th day of March, 2024 pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Consolino			X	
Mason	X			
Fialko			X	
McNaughton			X	
Steilen	X			
Reynders	X			
Neitzke-Troiike (Village President)	X			
TOTAL	4		3	-

APPROVED by the Village President on March 27th, 2024.


Christina Neitzke-Troiike
Village President

ATTEST:

Candice Bielski
Village Clerk

Exhibit A

**2024 HOMER ATHLETIC CLUB
CONCESSION AGREEMENT**

Prepared for:

Creamery Catering and Events, LLC

Created by:

Homer Athletic Club

This concession agreement, between **Homer Athletic Club (HAC)** and **Creamery Catering and Events, LLC (Vendor)**, is with regard to the concession building located at the Homer Sports Complex, 14350 W 151st St, Homer Glen, Illinois (Complex) and will be subject to the following:

Terms and Conditions

Both parties are in agreement to the following:

1. The Vendor will not sublease or transfer this agreement to anyone without prior written approval from HAC.
2. In the instance of default or breach of any terms of this concession agreement, HAC shall retain the right to early termination.
3. The Vendor agrees to hold HAC harmless for any and all losses or claims that may arise from the Vendor's operations at the Complex.
4. The concession agreement shall be confined to approved areas at the Complex, most notably the concession building unless permission has been granted by HAC.
5. The Vendor shall have the exclusive right to serve food and beverages as well as any other sundry items at the Complex and from inside the concession stand.
6. Vendor shall not serve, sell, or distribute any alcoholic beverages through the Concession Stand, or store any alcoholic beverages in the Concession Building.
7. HAC shall hold the right to approve all advertising materials being used at the Complex.
8. Operation hours shall be based on the schedule of events and be agreed upon by both parties.
9. The Vendor will be responsible for cleaning and upkeep during the term of this agreement.
10. HAC reserves the right to inspect the concession building at any time.
11. The Vendor agrees to abide by all laws and regulations of the state of Illinois.
12. The Vendor agrees to keep all permits and licenses required by the Department of Health during the term of this concession agreement.

- 13. The Vendor agrees to meet all requirements set forth by the Village of Homer Glen for operating at the Complex.
- 14. HAC, by extension of their agreement with the Village of Homer Glen, shall provide all electric, water and sewer services necessary for the operation of the concession stand.

Insurance

The Vendor must purchase and maintain adequate insurance during the entirety of this concession agreement. Proof of insurance must be provided listing HAC as "additional insured."

Term

The Term of this agreement shall be from April 1, 2024 to July 31, 2024, unless sooner terminated by default or notice of termination as provided herein.

HAC reserves the right to extend the term of this Agreement for the Fall 2024, at the sole discretion of HAC, and upon the mutual agreement of both Parties.

Termination

Upon termination of this concession agreement the Vendor will remove all belongings from the premises and return the property to its original state.

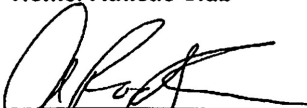
HAC reserves the right to terminate this concession agreement without prior approval or warning.

The Vendor may request termination with the submission of written notice no sooner than 30 days prior to requested termination date.

Acceptance

By signing below, the Vendor and HAC hereby enter into this concession agreement with one another, and communicate their intent to uphold the entirety of this agreement at all times.

Homer Athletic Club



Andrew Rodeghero
President
Homer Athletic Club

3/18/24
Date

Creamery Catering and Events, LLC



Stacy Vandenburg
Director of Operations
On behalf of Creamery Catering and Events, LLC

3-19-24
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIONEL J CHAVEZ (13703) 30 S ASH FRANKFORT, IL 60423-0000	CONTACT NAME: LIONEL J CHAVEZ PHONE (AG, Ho, Ext): 815-464-0219 FAX (AG, No): 815-464-0237 E-MAIL ADDRESS: LIONEL.CHAVEZ@COUNTRYFINANCIAL.COM
	INSURER(S) AFFORDING COVERAGE
INSURED 4051648 CREAMERY CATERING AND EVENTS LLC 1211 W REMINGTON BLVD ROMEVILLE, IL 60446	INSURER A: COUNTRY Mutual Insurance Company NAIC # 20990 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		AB9367906	6/6/2023	6/6/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		AB9367906 Covered on Gen Liab	6/6/2023	6/6/2024	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DCD <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	AW9367924	6/6/2023	6/6/2024	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

POLICY INFORMATION:
HIRED AUTOS LIMIT AND NON-OWNED AUTOS LIMIT ARE INCLUDED IN THE EACH OCCURRENCE LIMIT AND GENERAL AGGREGATE LIMIT OF THE GENERAL LIABILITY
(CONTINUED)

CERTIFICATE HOLDER **CANCELLATION**

THE VILLAGE OF HOMER GLEN, HOMER ATHLETIC CLUB AND HOMER STALLIONS 14530 W 151ST STREET HOMER GLEN, IL 60491	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

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AGENCY		NAMED INSURED	
POLICY NUMBER AB9367906		CREAMERY CATERING AND EVENTS LLC 1211 W REMINGTON BLVD ROMEDEVILLE, IL 60446	
CARRIER COUNTRY Mutual Insurance Company	NAIC CODE 20990	EFFECTIVE DATE: 3/18/2024	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.
FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

WORKERS COMPENSATION EXCLUSIONS:
PROPRIETOR, PARTNER(S), EXECUTIVE OFFICER(S), MEMBERS(S) IS/ARE EXCLUDED ON WORKERS COMPENSATION BY
ENDORSEMENT.