MEETING AGENDA



Board of Trustees Meeting

Village of Homewood June 11, 2024

Meeting Start Time: 7:00 PM

Village Hall Board Room 2020 Chestnut Road, Homewood, IL

Board Meetings will be held as in-person meetings. In addition to in-person public comment during the meeting, members of the public may submit written comments by email to comments@homewoodil.gov or by placing written comments in the drop box outside Village Hall. Comments submitted before 4:00 p.m. on the meeting date will be distributed to all Village Board members prior to the meeting.

Please see last page of agenda for virtual meeting information.

- 1. Call to Order
- 2. Pledge of Allegiance
- Roll Call
- 4. Introduction of Staff
- 5. Minutes:

<u>Consider</u> a motion to approve the minutes from the regular meeting of the Board of Trustees held on May 28, 2024.

Claims List:

<u>Consider</u> a motion to approve the Claims List of Tuesday, June 11, 2024 in the amount of \$441,055.65.

- 7. Hear from the Audience
- Meet Your Merchants
- 9. Presentation(s):

Jennifer Kuroda, President of the Audubon Council of Illinois, will present the Village of Homewood with the Bird City Certification.

- 10. <u>Omnibus Vote</u>: Consider a motion to pass, approve, authorize, accept, or award the following item(s):
 - A. Bid Award/Pavement Marking/Traffic Control Company: Award the FY2024-2025 pavement marking bid to Traffic Control Company of South Chicago Heights, IL, the lowest responsible bidder, in an amount not to exceed \$136,511.62.
 - B. Budget Amendment/Waive Competitive Bidding/Water Meter Purchases/Core & Main LP: Waive competitive bidding due to equipment standardization and sole source provision; and, approve a budget amendment of \$55,000 to the Water & Sewer Fund for the purchase of 140 commercial water meter heads from Core & Main LP of St. Louis, MO at the per unit price of \$390.

- C. Budget Amendment/Waive Competitive Bidding/Water Pump/Thompson Pump: Approve a budget amendment transfer of \$32,348 from the Contingency Fund line item to the Public Works Water Pump line item; waive competitive bidding due to purchasing through a joint governmental purchasing program; and, authorize the purchase of a 6" water pump through the Sourcewell Cooperative Purchasing Contract from Thompson Pump of Port Orange, FL in the amount of \$32,348.
- <u>D.</u> Contract Renewal/Water Distribution System Leak Survey/M.E. Simpson Co., Inc.: Renew a contract with M.E. Simpson Co., Inc. of Valparaiso, IN for the Water Distribution System Leak Survey Program in an amount not to exceed \$25,425.
- E. M-2297/Plat of Subdivision/17750 Halsted Street: Pass an ordinance approving a plat of subdivision in the Washington Park Commercial Subdivision located at 17750 Halsted Street.
- F. M-2298/Purchase and Sale Agreement/2124 183rd Street: Pass an ordinance approving a real estate purchase and sale agreement between the Village of Homewood and Animesh (Andy) Kumar for surplus Village-owned property at 2124 183rd Street.
- G. R-3186/Class 8 Incentive/2124 183rd Street: Pass a resolution supporting Class 8 status under the Cook County Real Property Assessment classification ordinance for real estate at 2124 183rd Street.
- H. R-3187/Redevelopment Agreement/2059 Ridge Road, LLC: Pass a resolution authorizing the Village President to enter into an amended redevelopment agreement with 2059 Ridge Road, LLC to reimburse eligible expenses for the renovation of the building at 2059 Ridge Road.

11. Old Business:

Open Alternate Bids/2018-2020 Ridge Road: If an alternate proposal is received for 2018-2020 Ridge Road by June 11, 2024, at 5:00 p.m., staff is directed to evaluate the alternate proposal and share the findings of all submissions to the Village Board at a future date. If the Village does not receive alternate bids or proposals by the deadline, staff is authorized to negotiate a purchase and sale agreement (PSA) and redevelopment agreement (RDA) with Grace Yan Cui, Chicago Investment Group (CIG) 2018 Homewood LLC for consideration at a future Board meeting.

12. General Board Discussion

13. <u>Executive Session</u>: Consider a motion to enter into executive session to discuss the following: Semi-annual review of closed session minutes under 5 ILCS 120/2(c)21.

14. Adjourn

Zoom Link: https://zoom.us/

- To View the Meeting via Computer or Smartphone - Type in: Zoom.us into any internet browser.

Select: JOIN A MEETING from menu at top right of page. Meeting I.D.: 980 4907 6232

Meeting Password: 830183. Enter an email address (required), or

- To Listen to the Meeting via Phone - Dial: (312) 626-6799

Enter above "Meeting I.D. and Meeting Password" followed by "#" sign

VILLAGE OF HOMEWOOD BOARD OF TRUSTEES MEETING TUESDAY, MAY 28, 2024 VILLAGE HALL BOARD ROOM

<u>CALL TO ORDER</u>: President Hofeld called the meeting of the Board of Trustees to order at 7 p.m.

<u>PLEDGE OF ALLEGIANCE</u>: President Hofeld led trustees in the Pledge of Allegiance.

ROLL CALL: Clerk Marilyn Thomas called the roll. Those present were Village President Richard Hofeld, Trustee Vivian Harris-Jones, Trustee Jay Heiferman, Trustee Phillip Mason, Trustee Lauren Roman and Trustee Allisa Opyd. Trustee Julie Willis was absent.

President Hofeld introduced staff present: Village Manager Napoleon Haney, Village Attorney Chris Cummings, Director of Finance Amy Zukowski, Public Works Director John Schaefer, Police Chief Denise McGrath and Assistant Village Manager Terence Acquah.

<u>MINUTES</u>: The minutes of the May 14, 2024, regular Village Board meeting were presented. There were no comments or corrections.

A motion was made by Trustee Opyd and seconded by Trustee Harris-Jones to approve the minutes as presented.

<u>Roll Call</u>: AYES --Trustees Harris-Jones, Mason, Roman and Opyd. NAYS -None. ABSTAIN - Heiferman. Motion carried.

<u>CLAIMS LIST</u>: The Claims List in the amount of \$1,046,993.55 was presented. There were no questions from the Trustees.

A motion was made by Trustee Roman and seconded by Trustee Opyd to approve the Claims List as presented.

<u>Roll Call</u>: AYES --Trustees Harris-Jones, Heiferman, Mason, Roman and Opyd. NAYS -None. Motion carried.

President Hofeld said the Village's \$597,172.05 payment to the City of Chicago Heights for water totaled 57% of the total Claims List.

<u>HEAR FROM THE AUDIENCE</u>: Pastor Doyle Landry raised several issues about the treatment and discrimination of veterans. He went on to say there are unreported crimes in Homewood. He said he believes senior citizens don't report crime out of fear. He didn't cite any examples. He also believes the city will face an uptick in crime when the Wind Creek Casino opens in early 2025.

<u>MEET THE MERCHANTS</u>: Layla Kedjour represented Her Closet in Cherry Creek, a women's clothing boutique and consignment shop. She showed off several of the items available in the store.

<u>APPOINTMENTS:</u> President Hofeld nominated Eric Hampton, Ericka Powell, Jessica Matushek, Laura Bruni, Melissa Gonser, Robert Pascarella, and Chloe Harrison to the Events Committee for a three-year term ending on May 28, 2027.

Trustee Roman, the Board's representative to the committee, said members will work with Events Coordinator Marla Youngblood and Village staff to offer ideas for programming and assist at events.

A motion was made by Trustee Roman and seconded by Trustee Opyd to approve the appointments.

<u>Roll Call</u>: AYES --Trustees Harris-Jones, Heiferman, Mason, Roman and Opyd. NAYS -None. Motion carried.

Clerk Thomas administered the oath of office to committee members who were present.

<u>OMNIBUS VOTE</u>: Consider a motion to pass, approve, authorize, accept, or award the following items:

- A. Agreement Renewal/Plan Review and Inspection Services/TPI Building Code Consultants Inc.: Approve the renewal of an agreement for plan review and inspection services with TPI Building Code Consultants Inc. of South Elgin Illinois, IL.
- B. Agreement Renewal/Plan Review and Inspection Services/HR Green LLC: Approve the renewal of an agreement for plan review and inspection services with HR Green LLC of New Lenox, IL.
- C. Ordinance M-2296/Lease Agreement Renewal/Homewood Arts Council/2010 Chestnut Road: Pass an ordinance authorizing the Village President to enter into a lease renewal agreement with the Homewood Arts Council for use of the Village's auditorium at 2010 Chestnut Road from July 1, 2024 through June 30, 2025.
- D. Budget Amendment/Proposal Acceptance/Water Rate Study/Burns & McDonnell: Approve a budget amendment of \$34,587 to the Water/Sewer Fund; and, accept a proposal from Burns & McDonnell of Chicago, IL for professional services to conduct a comprehensive water rate study on a lump sum basis not to exceed \$34,587, to be invoiced on a percent-complete basis.
- E. Budget Amendment/Marlin Lane Water Project/M & J Underground: Approve a budget amendment in the amount of \$36,566.26 to the Capital Water and Sewer Fund for the balance owed to M & J Underground of Monee, IL for the completion of the Marlin Lane Water Main Project.

President Hofeld asked Finance Director Zukowski to give information on the water rate study. Zukowski explained that because the Water and Sewer Fund is meant to be self-sustaining, the Village needs to consider how it will maintain the fund at proper levels. The plan will offer a water rate plan and will consider the expenses the Village will incur in the future, including replacing its lead water pipes. This long-range study will give Village officials the information they need to make sound decisions. She said the study should be completed by the fall.

Trustee Opyd thanked Director Zukowski for moving forward with the study. She is sure it will give solid information on which to base future decisions.

Trustee Jay Heiferman thanked the Homewood Arts Council for their continued efforts, and Trustee Opyd asked if there were any specific plans the arts council has given the Village. None were mentioned.

A motion was made by Trustee Roman and seconded by Trustee Opyd to approve the Consent Agenda as presented.

<u>Roll Call</u>: AYES --Trustees Harris-Jones, Heiferman, Mason, Roman and Opyd. NAYS -None. Motion carried.

<u>General Board Discussion</u>: Trustee Harris-Jones reminded the public about the Art & Garden Fair this weekend.

Trustee Heiferman said he would be conducting his listening session from 5 to 6 p.m. at Bergstein's Deli on Monday, June 3.

Village Manager Haney reminded residents the deadline for vehicle stickers is Friday, May 31. A late charge of \$25 will be assessed for anyone purchasing stickers after the deadline. Stickers can be purchased online.

Trustee Roman asked if there was a way for the Village to do an autopay for the vehicle stickers. Director Zukowski said the Finance Department is switching to new software program for stickers and there may be a way to do autopay.

Trustee Roman also asked if there were others who showed interest in the property at 1818-1820 Ridge Road that the Village is selling. Manager Haney said several people had made suggestions online but there were no firm proposals. The Village has received a proposal for a restaurant in that location.

Trustee Opyd thanked volunteers who will serve on the Events Committee. She reminded the public about the upcoming Art & Garden Fair, and the June 7 Pride in the Park event sponsored by the Villages of Homewood and Flossmoor and the Homewood-Flossmoor Park District.

<u>ADJOURN:</u> A motion was made by Trustee Roman and seconded by Trustee Harris-Jones to adjourn the Village Board meeting.

The meeting adjourned at 7:23 p.m.

Respectfully submitted,

Marilyn Thomas Village Clerk Report dates: 6/11/2024

Name	Description	DEPARTMENT	Net Invoice Amount
AMAZON CAPITAL SERVICES IN	OFFICE SUPPLIES	MANAGER'S OFFICE	79.15
AMAZON CAPITAL SERVICES IN	FARMERS MARKET SUPPLIES	MANAGER'S OFFICE	74.08
AMAZON CAPITAL SERVICES IN	EQUIPMENT MAINTENANCE	PUBLIC WORKS	44.54
AMAZON CAPITAL SERVICES IN	OFFICE SUPPLIES	MANAGER'S OFFICE	16.99
AMAZON CAPITAL SERVICES IN	ART AND GARDEN SUPPLIES	MANAGER'S OFFICE	101.37
AMAZON CAPITAL SERVICES IN	OTTERBOX PHONE CASE - FD	MANAGER'S OFFICE	26.91
Total AMAZON CAPITAL SER	RVICES INC:		343.04
AMERICAN LAWN LLC	SHOPPING CARTS	FIRE DEPARTMENT	50.00
AMERICAN LAWN LLC	SHOPPING CARTS	FIRE DEPARTMENT	50.00
AMERICAN LAWN LLC	COMMERCIAL CUTS	FIRE DEPARTMENT	112.28
AMERICAN LAWN LLC	COMMERCIAL CUTS	FIRE DEPARTMENT	168.42
AMERICAN LAWN LLC	COMMERCIAL CUTS	FIRE DEPARTMENT	112.28
AMERICAN LAWN LLC	COMMERCIAL CUTS	FIRE DEPARTMENT	112.28
AMERICAN LAWN LLC	COMMERCIAL CUTS	FIRE DEPARTMENT	84.21
AMERICAN LAWN LLC	COMMERCIAL CUTS	FIRE DEPARTMENT	84.21
Total AMERICAN LAWN LLC:			773.68
ANDREW MORENO	FARMERS MARKET ENTERTAINMENT	MANAGER'S OFFICE	300.00
Total ANDREW MORENO:			300.00
ASHLAND PROPANE	PROPANE FILL	PUBLIC WORKS	192.00
Total ASHLAND PROPANE:			192.00
AUTO PALACE INC	ACCIDENT REPAIR POLICE	PUBLIC WORKS	1,793.00
Total AUTO PALACE INC:			1,793.00
AVALON PETROLEUM COMPAN	FUEL INVENTORY GASOLINE	ASSETS	8,853.30
AVALON PETROLEUM COMPAN	FUEL INVENTORY GASOLINE	ASSETS	6,828.00
AVALON PETROLEUM COMPAN	FUEL INVENTORY DIESEL	ASSETS	2,603.20
Total AVALON PETROLEUM	COMPANY:		18,284.50
BIO TRON INC	ANNUAL ZOLL X SERIES SERVICE CONTRACT	FIRE DEPARTMENT	1,900.00
Total BIO TRON INC:			1,900.00
BULTEMA FARMS & GREENHO BULTEMA FARMS & GREENHO	BALANCE FLOWERS BASKETS CBD FLOWERS	PUBLIC WORKS PUBLIC WORKS	7,655.00 3,174.00
		1 obelo worke	
Total BULTEMA FARMS & GF	REENHOUSE INC:		10,829.00
CARL HANSEN	ANTIQUE VEHICLE REBATE	ASSETS	20.00
Total CARL HANSEN:			20.00
CHARLENE DYER	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	296.19
Total CHARLENE DYER:			296.19
CHEVROLET OF HOMEWOOD CHEVROLET OF HOMEWOOD	ADMIN REPAIR PARTS ADMIN REPAIR PARTS	PUBLIC WORKS PUBLIC WORKS	94.95 32.77

	Report dates: 6/11/2024		
Name	Description	DEPARTMENT	Net Invoice Amount
Total CHEVROLET OF HOM	EWOOD:		127.72
CHRISTOPHER J CUMMINGS P CHRISTOPHER J CUMMINGS P CHRISTOPHER J CUMMINGS P	PROSECUTIONS GENERAL LEGAL KEDZIE TIF LEGAL EXPENSES	MANAGER'S OFFICE MANAGER'S OFFICE	1,760.00 9,917.89 2,603.82
CHRISTOPHER J CUMMINGS P	DOWNTOWN TOD GENERAL LEGAL EXPENSES	EXPENSES	639.53
Total CHRISTOPHER J CUM	IMINGS PC:		14,921.24
COMCAST	FAX LINES - PD FD	MANAGER'S OFFICE	425.53
Total COMCAST:			425.53
COMED COMED	UTILITIES UTILITIES	PUBLIC WORKS	926.03 1,625.26
Total COMED:			2,551.29
CONWAY SHIELD CONWAY SHIELD CONWAY SHIELD CONWAY SHIELD CONWAY SHIELD CONWAY SHIELD	QUARTERMASTER UNIFORM - FD QUARTERMASTER UNIFORM - FD	FIRE DEPARTMENT FIRE DEPARTMENT FIRE DEPARTMENT FIRE DEPARTMENT FIRE DEPARTMENT FIRE DEPARTMENT	297.04 124.50 126.41 88.47 125.41 52.50
Total CONWAY SHIELD:			814.33
CORE INTEGRATED MARKETIN	ART AND GARDEN SIGNS	MANAGER'S OFFICE	144.00
Total CORE INTEGRATED M	IARKETING:		144.00
CURRIE MOTORS (PARTS)	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	389.88
Total CURRIE MOTORS (PA	RTS):		389.88
DELTA SONIC CAR WASH DELTA SONIC CAR WASH	VEHICLE WASHES POLICE VEHICLE WASHES	PUBLIC WORKS PUBLIC WORKS	18.00 359.82
Total DELTA SONIC CAR WA	ASH:		377.82
DMC SECURITY SERVICES INC DMC SECURITY SERVICES INC	ALARM MONITORING	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	66.00 66.00 66.00 66.00 66.00
Total DMC SECURITY SERV	ICES INC:		396.00
EBELS ACE HARDWARE	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	12.59
Total EBELS ACE HARDWAR	RE:		12.59
EBERT JANICE	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	498.73

Name	Description	DEPARTMENT	Net Invoice Amount
Total EBERT JANICE:			498.73
ECO CLEAN MAINTENANCE	JANITORIAL SERVICE	PUBLIC WORKS	4,073.35
Total ECO CLEAN MAINTEN	NANCE:		4,073.35
EJ WELCH COMPANY	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	173.58
Total EJ WELCH COMPANY	:		173.58
EXPERT CHEMICAL	PAPER PRODUCTS	FIRE DEPARTMENT	274.47
Total EXPERT CHEMICAL:			274.47
FAIRVIEW REALTY GROUP	POLICE APPLICANT BACKGROUND CHECK	MANAGER'S OFFICE	50.00
Total FAIRVIEW REALTY GR	ROUP:		50.00
FEDERAL EXPRESS	EXPRESS POSTAGE FEES	FIRE DEPARTMENT	98.85
Total FEDERAL EXPRESS:			98.85
FIRE SERVICE INC	A-28 VEHICLE MAINT A-28 VEHICLE PARTS	FIRE DEPARTMENT	370.00 18.50
Total FIRE SERVICE INC:			388.50
FORD OF HOMEWOOD FORD OF HOMEWOOD FORD OF HOMEWOOD FORD OF HOMEWOOD FORD OF HOMEWOOD	POLICE DEPT REPAIR PARTS POLICE DEPT REPAIR PARTS STREET DEPT REPAIR PARTS VEHICLE PARTS - FD SALES TAX SHARING AGREEMENT	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS FIRE DEPARTMENT MANAGER'S OFFICE	57.49 56.68 116.16 94.88 19,104.00
Total FORD OF HOMEWOO	D:		19,429.21
GOOD KARMA BROADCASTING	ADVERTISING FOR POLICE HIRING	MANAGER'S OFFICE	9,800.00
Total GOOD KARMA BROAL	DCASTING LLC:		9,800.00
GRAINGER INC GRAINGER INC GRAINGER INC GRAINGER INC GRAINGER INC Total GRAINGER INC:	STREET DEPT REPAIR PARTS PPE SUPPLIES DISPOSABLES BUILDING MAINTENANCE SUPPLIES VEHICLE MAINT DEPT SUPPLIES	PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS PUBLIC WORKS	234.62 211.36 305.31 127.44 807.96
HARRY BOEREMA	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	468.80
Total HARRY BOEREMA:			468.80
HOME CLEANING CENTER OF	BCTC CLEANING	FIRE DEPARTMENT	300.00
Total HOME CLEANING CEI	NTER OF AM:		300.00
HOMER TREE CARE INC	TRIM LIST	PUBLIC WORKS	1,125.00

Name	Description -	DEPARTMENT	Net Invoice Amount
Total HOMER TREE CARE II	NC:		1,125.00
HOMEWOOD DISPOSAL	STREET SWEEPING	PUBLIC WORKS	717.80
Total HOMEWOOD DISPOSA	AL:		717.80
HOMEWOOD-FLOSSMOOR CH	CHRONICLE AD	MANAGER'S OFFICE	316.00
Total HOMEWOOD-FLOSSM	IOOR CHRONICLE:		316.00
INTERSTATE BATTERY	STREET DEPT REPAIR PARTS	PUBLIC WORKS	267.90
Total INTERSTATE BATTERY	Υ :		267.90
IPBC	JUNE INSURANCE PREMIUM	MANAGER'S OFFICE	3,633.36
IPBC	JUNE INSURANCE PREMIUM	MANAGER'S OFFICE	2,936.94
IPBC	JUNE INSURANCE PREMIUM	MANAGER'S OFFICE	5.32
IPBC	JUNE INSURANCE PREMIUM	MANAGER'S OFFICE	1,914.66
IPBC	JUNE INSURANCE PREMIUM	MANAGER'S OFFICE	1,978.58
IPBC	JUNE INSURANCE PREMIUM	MANAGER'S OFFICE	974.51
IPBC	JUNE INSURANCE PREMIUM	PUBLIC WORKS	639.05
IPBC	JUNE INSURANCE PREMIUM	PUBLIC WORKS	5,854.95
IPBC	JUNE INSURANCE PREMIUM	PUBLIC WORKS	2,259.83
IPBC	JUNE INSURANCE PREMIUM	PUBLIC WORKS	4,525.84
IPBC	JUNE INSURANCE PREMIUM	PUBLIC WORKS	3,086.63
IPBC	JUNE INSURANCE PREMIUM	PUBLIC WORKS	1,243.77
IPBC	JUNE INSURANCE PREMIUM	PUBLIC WORKS	3,971.81
IPBC	JUNE INSURANCE PREMIUM	PUBLIC WORKS	6,929.79
IPBC	JUNE INSURANCE PREMIUM	PUBLIC WORKS	8,246.62
IPBC	JUNE INSURANCE PREMIUM	FIRE DEPARTMENT	30,511.03
IPBC	JUNE INSURANCE PREMIUM	FIRE DEPARTMENT	6,065.48
IPBC	JUNE INSURANCE PREMIUM	FIRE DEPARTMENT	2,780.58
IPBC	JUNE INSURANCE PREMIUM	POLICE DEPARTMENT	51,357.55
IPBC	JUNE INSURANCE PREMIUM	POLICE DEPARTMENT	16,438.11
IPBC	JUNE INSURANCE PREMIUM	POLICE DEPARTMENT	5,481.80
IPBC	JUNE INSURANCE PREMIUM	POLICE DEPARTMENT	4,957.69
	JUNE INSURANCE PREMIUM	MANAGER'S OFFICE	*
IPBC IPBC	JUNE INSURANCE PREMIUM JUNE INSURANCE PREMIUM	PUBLIC WORKS	64,110.14 1,870.60
IPBC	JUNE INSURANCE PREMIUM	PUBLIC WORKS	9,020.54
IPBC		PUBLIC WORKS	•
	JUNE INSURANCE PREMIUM		4,284.54
IPBC IPBC	JUNE INSURANCE PREMIUM	PUBLIC WORKS	3,871.33
IPBC	JUNE INSURANCE PREMIUM JUNE INSURANCE PREMIUM	PUBLIC WORKS MANAGER'S OFFICE	7,277.73 236.25
Total IPBC:			256,465.03
JANE MARTIN	MISCELLANEOUS	ASSETS	50.00
Total JANE MARTIN:			50.00
JASON BALDAUF	BEE HOUSES	PUBLIC WORKS	33.15
JASON BALDAUF	BIRD CITY USA ENDORSEMENT	PUBLIC WORKS	263.76
Total JASON BALDAUF:			296.91
JESSICA ALEXANDER	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	58.00

Name	Description	DEPARTMENT	Net Invoice Amount
Total JESSICA ALEXANDER	:		58.00
JONES PARTS & SERVICE INC JONES PARTS & SERVICE INC	STREET DEPT REPAIR PARTS STREET DEPT REPAIR PARTS	PUBLIC WORKS PUBLIC WORKS	295.24 3.36
Total JONES PARTS & SER\	/ICE INC:		298.60
KANKAKEE TRUCK EQUIPMEN	STREET DEPT REPAIR PARTS	PUBLIC WORKS	365.61
Total KANKAKEE TRUCK EC	QUIPMENT:		365.61
KENNETH VAN	BOOT REIMBURSEMENT	PUBLIC WORKS	38.23
Total KENNETH VAN:			38.23
KEVIN W SHAUGHNESSY	POLICE APPLICANT POLYGRAPH	MANAGER'S OFFICE	250.00
Total KEVIN W SHAUGHNES	SSY:		250.00
KING MUSIC INC	JULY 4TH PARADE	MANAGER'S OFFICE	725.00
Total KING MUSIC INC:			725.00
LAUTERBACH & AMEN LLP	GASB 74/75 ACTUARIAL REPORT	MANAGER'S OFFICE	970.00
Total LAUTERBACH & AMEN	N LLP:		970.00
LAW OFFICES OF DENNIS G GI	ADMINISTRATIVE HEARING OFFICER	MANAGER'S OFFICE	555.00
Total LAW OFFICES OF DEN	NNIS G GIANOPOLUS PC:		555.00
LOGSDON CONSULTATION	CONTRACTUAL SERVICES - FD	FIRE DEPARTMENT	375.00
Total LOGSDON CONSULTA	TION:		375.00
M & J UNDERGROUND INC	FINAL PAYEMNT FOR MARLIN LN WATER MAIN	PUBLIC WORKS	36,566.26
Total M & J UNDERGROUND) INC:		36,566.26
M E SIMPSON CO INC	LARGE METER TESTING	PUBLIC WORKS	2,850.00
Total M E SIMPSON CO INC	:		2,850.00
MAREN RONAN	LOBBYING SERVICES	MANAGER'S OFFICE	3,000.00
Total MAREN RONAN:			3,000.00
MARIAN KIEPURA	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	338.06
Total MARIAN KIEPURA:			338.06
MCMASTER CARR SUPPLY	PPE SUPPLIES - MEDICAL KITS/TRUCKS	PUBLIC WORKS	73.88
Total MCMASTER CARR SU	PPLY:		73.88
MENARDS INC	SIGN TOOLS	PUBLIC WORKS	11.98

Report dates: 6/11/2024

			Invoice Amount
MENARDS INC	OPERATING SUPPLIES	PUBLIC WORKS	58.32
MENARDS INC	OPERATING SUPPLIES	PUBLIC WORKS	77.98
MENARDS INC	OPERATING SUPPLIES	PUBLIC WORKS	28.23
MENARDS INC	OPERATING SUPPLIES	PUBLIC WORKS	78.04
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	14.97
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	41.98
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	19.99
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	48.53
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	53.08
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	19.99
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	55.45
MENARDS INC	OPERATING SUPPLIES	PUBLIC WORKS	23.46
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	77.20
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	12.97
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	19.96
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	21.99
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	168.92
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	39.99
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	31.99
MENARDS INC	HVAC FILTERS AUDITORIUM	PUBLIC WORKS	39.96
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	15.99
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	53.76
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	24.99
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	690.15
MENARDS INC	OPERATING SUPPLIES - FD	FIRE DEPARTMENT	11.84
Total MENARDS INC:			1,741.71
MONARCH AUTO SUPPLY INC	VEHICLE MAINT TOOLS	PUBLIC WORKS	540.89
MONARCH AUTO SUPPLY INC	VEHICLE MAINT OPERATING SUPPLIES	PUBLIC WORKS	1,160.28
MONARCH AUTO SUPPLY INC	L&M REPAIR PARTS	PUBLIC WORKS	354.00
MONARCH AUTO SUPPLY INC	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	25.50
MONARCH AUTO SUPPLY INC	WATER DEPT REPAIR PARTS	PUBLIC WORKS	20.92
MONARCH AUTO SUPPLY INC	ADMIN REPAIR PARTS	PUBLIC WORKS	32.96
MONARCH AUTO SUPPLY INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	22.48
MONARCH AUTO SUPPLY INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	25.81
MONARCH AUTO SUPPLY INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	50.34
Total MONARCH AUTO SUP	PPLY INC:		2,233.18
MOTOROLA SOLUTIONS INC	ANNUAL MAINTENANCE - SPILLMAN	MANAGER'S OFFICE	652.80
Total MOTOROLA SOLUTIO	NS INC:		652.80
NICOR	UTILITIES	PUBLIC WORKS	1,716.53
NICOR	UTILITIES	PUBLIC WORKS	214.87
NICOR	UTILITIES	PUBLIC WORKS	147.43
NICOR	UTILITIES	PUBLIC WORKS	330.41
NICOR	UTILITIES		508.86
Total NICOR:			2,918.10
NORTH EAST MULTI-REGIONAL	ANNUAL MEMBERSHIP FEES	POLICE DEPARTMENT	3,515.00
Total NORTH EAST MULTI-F	REGIONAL TRAINING:		3,515.00
O'HERRON CO	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	16.64

Name	Description	DEPARTMENT	Net Invoice Amount
D'HERRON CO D'HERRON CO	QUARTERMASTER-UNIFORMS-PD QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT POLICE DEPARTMENT	212.96 638.22
Total O'HERRON CO:			867.82
PITNEY BOWES	POSTAGE METER PURCHASE	MANAGER'S OFFICE	3,268.87
Total PITNEY BOWES:			3,268.87
RELIANCE SAFETY LANE & SE	VEHICLE SAFETY INSPECTION	FIRE DEPARTMENT	97.50
Total RELIANCE SAFETY LA	NE & SERVICE:		97.50
RICHARD PRALLE	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	708.88
Total RICHARD PRALLE:			708.88
ROBERT WENDT	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	820.66
Total ROBERT WENDT:			820.66
ROEDA INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	55.00
Total ROEDA INC:			55.00
RYAN LLC	KEDZIE GATEWAY TIF WORK		2,102.50
Total RYAN LLC:			2,102.50
SAFETY KLEEN	CONTRACTUAL SERV - PW	PUBLIC WORKS	563.80
Total SAFETY KLEEN:			563.80
SERVICE SANITATION INC SERVICE SANITATION INC SERVICE SANITATION INC	FARMERS MARKET PORTABLE SANITATION PORTABLE SANITATION - ARTISAN FAIR FARMERS MARKET PORTABLE SANITATION	MANAGER'S OFFICE PUBLIC WORKS MANAGER'S OFFICE	103.57 236.00 262.20
Total SERVICE SANITATION	INC:		601.77
SHARON SHIELDS	WATER DEPOSIT REFUND	ASSETS	42.60
Total SHARON SHIELDS:			42.60
SHERWIN WILLIAMS	PAINT	PUBLIC WORKS	85.01
Total SHERWIN WILLIAMS:			85.01
SNAP-ON INDUSTRIAL	VEHICLE MAINT DEPT SOFTWARE	PUBLIC WORKS	1,282.39
Total SNAP-ON INDUSTRIAL	. .		1,282.39
SOUND INCORPORATED	MONTHLY HOSTED SERVICES FEE	MANAGER'S OFFICE	495.00
Total SOUND INCORPORATI	ED:		495.00
SOUTH SUBURBAN HUMANE S	ANIMAL IMPOUND FEES	POLICE DEPARTMENT	130.00

Name	Description	DEPARTMENT	Net Invoice Amount
Total SOUTH SUBURBAN H	UMANE SOCIETY:		130.00
STANARD & ASSOCIATES INC STANARD & ASSOCIATES INC	RECRUITMENT - ASSESSMENT RECRUITMENT - ASSESSMENT	MANAGER'S OFFICE MANAGER'S OFFICE	495.00 495.00
Total STANARD & ASSOCIA	TES INC:		990.00
SUNBELT RENTALS INC	EQUIPMENT RENTAL	PUBLIC WORKS	505.25
Total SUNBELT RENTALS IN	IC:		505.25
SWIFT SAW & TOOL SUPPLY SWIFT SAW & TOOL SUPPLY	BUILDING MAINTENANCE SUPPLIES BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS PUBLIC WORKS	1,160.50 30.84
Total SWIFT SAW & TOOL S	UPPLY:		1,191.34
TALLGRASS RESTORATION LL	WETLAND RESTORATION PROJECT	PUBLIC WORKS	3,600.00
Total TALLGRASS RESTORA	ATION LLC:		3,600.00
TELEFLEX LLC TELEFLEX LLC	MEDICAL SUPPLIES MEDICAL SUPPLIES	FIRE DEPARTMENT FIRE DEPARTMENT	606.07 557.43
Total TELEFLEX LLC:			1,163.50
TEMPERATURE EQUIPMENT C TEMPERATURE EQUIPMENT C	HVAC REPAIRS HVAC REPAIRS	PUBLIC WORKS PUBLIC WORKS	259.50 442.42
Total TEMPERATURE EQUIP	PMENT CO:		701.92
TERMINIX PROCESSING CNTR TERMINIX PROCESSING CNTR	PEST CONTROL SERVICE PEST CONTROL SERVICE	PUBLIC WORKS PUBLIC WORKS	125.00 126.00
Total TERMINIX PROCESSII	NG CNTR:		251.00
THE EAGLE UNIFORM CO INC	QUARTERMASTER-UNIFORMS-PD	FIRE DEPARTMENT	70.00
Total THE EAGLE UNIFORM	CO INC:		70.00
THEATIKI FIFE AND DRUM COR	JULY 4TH PARADE	MANAGER'S OFFICE	600.00
Total THEATIKI FIFE AND DI	RUM CORP:		600.00
THOMAS HEALY	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	174.85
Total THOMAS HEALY:			174.85
TIN CEILING TAVERN LTD	BUSINESS LICENSE COIN OP REFUND	ASSETS	150.00
Total TIN CEILING TAVERN	LTD:		150.00
T-MOBILE	T-MOBILE CELL PHONES AND IPADS	MANAGER'S OFFICE	966.16
Total T-MOBILE:			966.16
TPI BUILDING CODE CONSULT	PLAN REVIEWS MAY 2024	FIRE DEPARTMENT	2,601.65

Name	Description	DEPARTMENT	Net Invoice Amount
Total TPI BUILDING CODE C	ONSULTANTS:		2,601.65
TRACE ANALYTICS INC TRACE ANALYTICS INC	OPERATING SUPPLIES ROUTINE ANALYSIS	FIRE DEPARTMENT FIRE DEPARTMENT	293.00 95.00
Total TRACE ANALYTICS INC) :		388.00
TRL TIRE SERVICE TRL TIRE SERVICE	PUBLIC WORKS TIRES PUBLIC WORKS TIRES	PUBLIC WORKS PUBLIC WORKS	128.33 140.00
Total TRL TIRE SERVICE:			268.33
ULINE	VEHICLE MAINT DEPT SUPPLIES	PUBLIC WORKS	751.90
Total ULINE:			751.90
UTERMARK & SONS QUALITY L UTERMARK & SONS QUALITY L UTERMARK & SONS QUALITY L UTERMARK & SONS QUALITY L	GRASS CUTTING COMMERCIAL GRASS CUTS	FIRE DEPARTMENT FIRE DEPARTMENT FIRE DEPARTMENT FIRE DEPARTMENT	695.23 1,521.35 358.15 482.26
Total UTERMARK & SONS Q	UALITY LAWNCARE CO:		3,056.99
VESTIS GROUP INC	MAY 2024 MAY 2024 MAY 2024 MAY 2024 MAY 2024 MAY 2024 MAY 2024 MAY 2024 MAY 2024	PUBLIC WORKS	90.18 106.51 93.88 271.87 592.01 12.00 78.00 1,082.00 139.56
Total VESTIS GROUP INC:			2,466.01
WALTS FOOD CENTER	EMPLOYEE LUNCHEON	PUBLIC WORKS	65.88
Total WALTS FOOD CENTER	t		65.88
WAREHOUSE DIRECT OFFICE WAREHOUSE DIRECT OFFICE WAREHOUSE DIRECT OFFICE WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	FIRE DEPARTMENT MANAGER'S OFFICE PUBLIC WORKS MANAGER'S OFFICE	12.44 16.18 13.48 18.46
Total WAREHOUSE DIRECT	OFFICE PDTS:		60.56
WENTWORTH TIRE SERVICE IN	AMBULANCE 28 TIRES	FIRE DEPARTMENT	650.09
Total WENTWORTH TIRE SE	RVICE INC:		650.09
WEX BANK	POLICE DEPT FUEL HSI	PUBLIC WORKS	278.79
Total WEX BANK:			278.79
WISCO	MEDICAL SUPPLIES - FD	FIRE DEPARTMENT	84.57

Page:

9

VILLAGE OF HOMEWOOD	Payment Approval Report - Claims List Report dates: 6/11/2024		Page: 10
Name	Description	DEPARTMENT	Net Invoice Amount
Total WISCO:			84.57
Grand Totals:			441,055.65
Dated:			
Village Clerk:			



BOARD AGENDA MEMORANDUM

DATE OF MEETING: June 11, 2024

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: John D. Schaefer, Director of Public Works

Topic: Bid Award Recommendation, 2024 Pavement Marking Program

PURPOSE:

Because of weather conditions, salt application and general vehicular use, Homewood funds an annual Village-wide pavement marking program that restripes streets throughout the Village. Staff recommends that the 2024 Pavement Marking Program bid be awarded to Traffic Control Company of South Chicago Heights, IL. The pavement marking project consists of remarking all paint pavement marking delineations throughout town. This pavement marking project will improve the visibility of the lane markings for the motoring public. One of the most important aspects of a safe and efficient roadway is the uniform application of pavement markings to delineate the roadway path and specific traffic lanes. Pavement markings can communicate information to road users like no other traffic control device. Clear road markings provide continuous information to road users related to the roadway alignment, vehicle positioning, and other important driving-related tasks.

PROCESS:

In May 2024, Public Works solicited bids for contract pavement marking to refresh the pavement markings within the Village of Homewood. Bids were requested for unit prices on various pavement markings at estimated quantities determined by the Engineering Division. On May 30, 2024 bids were opened and publicly read with the bid totals shown below:

Company	4" Paint Marking	6" Paint Marking	12" Paint Marking	24" Paint Marking	Letters & Symbols Paint	Total Amount for Paint
	Price per lineal foot	Price per lineal foot	Price per lineal foot	Price per lineal foot	Price per square foot	
Traffic Control Co., South Chicago Heights, IL	\$0.18	\$0.55	\$1.25	\$2.75	\$2.75	\$96,534.47
Precision Pavement Markings, Inc., Elgin, IL	\$0.60	\$0.68	\$1.65	\$3.05	\$3.05	\$164,361.29



Company	4"	6"	12"	24"	Letters &	Total
	Modified	Modified	Modified	Modified	Symbols	Amount
	Urethane	Urethane	Urethane	Urethane	Modified	for
	Marking	Marking	Marking	Marking	Urethane	Modified
						Urethane
	Price per	Price per	Price per	Price per	Price per	
	lineal foot	lineal foot	lineal foot	lineal foot	square	
					foot	
Traffic Control Co.,					foot	
South Chicago	\$0.25	\$0.53	\$1.25	\$2.75	<i>foot</i> \$2.75	\$39,977.15
	\$0.25	\$0.53	\$1.25	\$2.75		\$39,977.15
South Chicago	\$0.25	\$0.53	\$1.25	\$2.75		\$39,977.15
South Chicago Heights, IL	\$0.25 \$0.45	\$0.53 \$0.85	\$1.25 \$2.44	\$2.75 \$2.44		\$39,977.15 \$61,383.75

Company	Total Bid Amount
Traffic Control Co., South Chicago Heights, IL	\$136,511.62
Precision Pavement Markings, Inc., Elgin, IL	\$225,745.04

OUTCOME:

Staff recommends the bid for the 2024 Pavement Marking Program be awarded to Traffic Control Company of South Chicago Heights, IL, the lowest responsible bidder. The Department of Public Works has worked with Traffic Control Company previously, and found their work to be satisfactory.

FINANCIAL IMPACT

Funding Source: General FundBudgeted Amount: \$170,000

LEGAL REVIEW

Not required

Item 10. A.



RECOMMENDED BOARD ACTION

Award the FY2024-2025 pavement marking bid to Traffic Control Company of South Chicago Heights, IL, the lowest responsible bidder, for the unit prices of \$0.18/4" paint pavement marking, \$0.55/6" paint pavement marking, \$1.25/12" paint pavement marking, \$2.75/24" paint pavement marking, \$2.75/paint letters & symbols, \$0.65/4" modified urethane pavement marking, \$1.50/6" modified urethane pavement marking, \$3.10/12" modified urethane pavement marking, \$6.20/24" modified urethane letters & symbols, for a total amount not to exceed \$136,511.62.

ATTACHMENT(S)

Bid Tabulation

DEPARTMENT OF PUBLIC WORKS 2024 PAVEMENT MARKING PROGRAM



BID #: 23-14PW

TABULATION OF BIDS:

Bid Opening: 10:00 A.M. 5/30/2024

			ENGINEER'S ESTIMATE		Trafic Control Co.		Precision Pavement		
ITEM NO	QUANTITY DESCRIPTION	UNIT	CONTRACT QTY	UNIT PRICE	ESTIMATED COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
1	4" PAVEMENT MARKING	LF	127,774.00	\$0.35	\$44,720.90	\$0.18	\$22,999.32	\$0.60	\$76,664.40
2	6" PAVEMENT MARKING	LF	41,638.00	\$0.60	\$24,982.80	\$0.55	\$22,900.90	\$0.68	\$28,313.84
3	12" PAVEMENT MARKING	LF	12,233.00	\$1.49	\$18,227.17	\$1.25	\$15,291.25	\$1.65	\$20,184.45
4	24" PAVEMENT MARKING	LF	6,626.00	\$2.79	\$18,486.54	\$2.75	\$18,221.50	\$3.05	\$20,209.30
5	LETTERS & SYMBOLS (PAINT)	SF	6,226.00	\$2.90	\$18,055.40	\$2.75	\$17,121.50	\$3.05	\$18,989.30
6	MODIFIED URETHANE 4" PAVEMENT MARKING	LF	24,207.00	\$0.90	\$21,786.30	\$0.65	\$15,734.55	\$1.05	\$25,417.35
7	MODIFIED URETHANE 6" PAVEMENT MARKING	LF	6,591.00	\$1.49	\$9,820.59	\$1.50	\$9,886.50	\$2.45	\$16,147.95
8	MODIFIED URETHANE 12" PAVEMENT MARKING	LF	1,363.00	\$3.00	\$4,089.00	\$3.10	\$4,225.30	\$4.65	\$6,337.95
9	MODIFIED URETHANE 24" PAVEMENT MARKING	LF	407.00	\$6.00	\$2,442.00	\$6.20	\$2,523.40	\$8.25	\$3,357.75
10	MODIFIED URETHANE LETTERS & SYMBOLS	SF	1,227.00	\$6.00	\$7,362.00	\$6.20	\$7,607.40	\$8.25	\$10,122.75
	TOTAL CONTRACT COST:				\$169,972.70		\$136,511.62		\$225,745.04



BOARD AGENDA MEMORANDUM

DATE OF MEETING: June 11, 2024

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: John Schaefer, Director of Public Works

Topic: Budget Amendment – Commercial Water meter replacement

PURPOSE

Staff is requesting that the Village Board approve a budget amendment to purchase and replace a number of commercial water meter "heads" that operate and control Homewood's commercial Sensus water meters 1½" and larger. These older Sensus meter heads need to be replaced because the existing batteries used in the meters are beyond their 10-year lifespan and are no longer able to communicate with Village's remote reading tower, via radio frequency. This budget amendment requires Board approval.

PROCESS

Homewood uses Sensus meters which utilizes a "mesh" network that reads all meters remotely. The "meter head" is the critical component of the water meter that transmits water usage information to the towers. The meter head is considered the "brains" of the water meter. The transmitter in the meter head is fitted with a *permanently installed* battery that typically last up to 10 years, requiring the entire head or "brains" of the meter to be replaced. These commercial Sensus meters have been deployed in the field for 10 years, and the batteries have failed. There are roughly 140 installed commercial Sensus meters with heads that are malfunctioning and failing to provide accurate water usage readings. As a result of this component failure, Public Works staff must visit these commercial sites in person to collect readings, otherwise the water billing clerk must estimate the water bill for these locations. This "manual" and antiquated process of meter reading is inefficient and the "estimating" process will oftentimes inaccurately reflect the commercial customer's actual water consumption.

The budget amendment will providing funding to cover the cost to replace commercial meters that range in size from 1 ½ inch to 10 inch. Despite the size difference, the meters heads are all the same and priced at \$390.00 per head. By purchasing the 140 meter heads, Public Works will be able to replace the existing failed meters and they expect to have a small inventory remaining to replace commercial meter heads that may malfunction in the near future.



Meter Standardization | Sole Source Provision

Homewood standardized its water meters and uses only Sensus meters. The only regional supplier of Sensus meters is Core & Main LP of St. Louis, MO. Staff is requesting that the Village Board waive competitive bidding due to (1) our standardization of equipment and (2) Core & Main LP being the sole regional distributor of Sensus meters.

OUTCOME

Approval of this budget amendment will allow Public Works to replace failed commercial water meter heads to ensure accurate billing for water usage.

FINANCIAL IMPACT

- Funding Source: Water & Sewer Fund
- Budgeted Amount: \$10,000
- Budget Amendment Amount: \$55,000



LEGAL REVIEW

Not Required

RECOMMENDED BOARD ACTION

Waive competitive bidding due to equipment standardization and sole source provision; and, approve a budget amendment of \$55,000 to the Water & Sewer Fund for the purchase of 140 commercial water meter heads from Core & Main LP of St. Louis, MO at the per unit price of \$390.

ATTACHMENT(S)

None



BOARD AGENDA MEMORANDUM

DATE OF MEETING: June 11, 2024

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: John D. Schaefer, Director of Public Works

Topic: Budget Amendment for Emergency Purchase – Public Works Water Pump

PURPOSE

Approve the purchase of one (1) 6-inch water pump from Thompson Pump of Port Orange, FL in the amount of \$32,348. The Utility Department oversees a 6-inch, tow-behind water pump that has been in service for 27 years. Most divisions of Public Works (Water/Utility, Landscape & Maintenance, Streets and Maintenance) periodically uses this essential pump for work purposes. The pump, after a long and productive life, finally failed. Because of the pumps age, replacement parts for the pump have been discontinued, so it is necessary to replace this pump. A budget amendment is required to transfer dollars from the Contingency Funds line item in the Finance Department's budget, to the Water Pump line item in the Public Works Department's budget, to make an emergency purchase of a new 6-inch pump.

PROCESS

A 6-inch water pump is not an ordinary pump. The 6-inch water pump serves many essential purposes within the Village including managing flooding events, maintaining sanitary lift stations, and pumping excess water from Prairie Lakes, where it is currently playing a crucial role. Thanks to established partnerships with various governmental entities, the Public Works Department has obtained a temporary pump to support the drainage efforts at Prairie Lakes until a permanent replacement can be arranged.

The Village utilizes government purchasing cooperatives as much as possible when replacing equipment. There is currently a Sourcewell Purchasing Cooperative contract with Thompson Pump and Thompson Pump has an equivalent replacement pump in stock. Staff evaluated comparable pump models with two other local vendors, but neither had a State purchase contract and the costs were \$10,000 to \$20,000 higher than Thompson Pump.

The Village's Contingency Fund policy was approved by the Village Board in April 2022. The policy was created to have funds available for expenses incurred that could not have been anticipated during the time of budget discussions and budget approval. The Village attempts to budget a contingency fund each year in the Finance Department budget equal to 1% of total General Fund expenses (\$240,000 in Fiscal Year 2024-2025).



A list of expenses that are appropriate for use of this contingency fund are:

- Large Equipment failure
- Unplanned legal expenses
- Overtime costs due to social emergencies e.g. community disruption
- Spikes in fuel and energy costs
- Unexpected recruitment costs due to unforeseen position openings
- Information Technology Service overruns
- Risk Management (IRMA) Insurance overruns

OUTCOME

Replacing the 6-inch pump will provide Public Works with a critical piece of equipment for their operations.

FINANCIAL IMPACT

- Funding Source: General Fund Contingency/Emergency Funds \$240,000
- Budgeted Amount: \$0
- Budget Amendment Amount: \$32,348

LEGAL REVIEW

Not Required

RECOMMENDED BOARD ACTION

Approve a budget amendment transfer of \$32,348 from the Contingency Fund line item to the Public Works Water Pump line item; waive the competitive bidding process due to a purchase through a joint governmental purchasing program; and, authorize the purchase of a 6" water pump through the Sourcewell Cooperative Purchasing Contract from Thompson Pump of Port Orange, FL in the amount of \$32,348.

ATTACHMENT(S)

- Contingency Fund Policy
- Equipment Evaluation Forms
- Thompson Pump Quote
- Sourcewell Contract



VILLAGE OF HOMEWOOD – Contingency Fund

The Village of Homewood recognizes that there are instances during the fiscal year operations where expenses are incurred that could not have been anticipated during the time of the budget discussions and budget approval. With this in mind, the Village will attempt to budget each year a contingency fund in the Finance Department budget equal to 1% of total general fund expenses.

A list of expenses appropriate for use of this contingency fund are:

- Equipment Failure
- Unplanned Legal
- Overtime Costs due to community disruption for example
- Spikes in fuel and energy costs
- Unexpected recruitment costs due to unforeseen position openings
- Information Technology Service over runs
- Risk Management (IRMA) Insurance over runs

The process to request an allocation of the 1% Contingency Fund is:

- 1. Department Head email to the Director of Finance with details of what unbudgeted expense has occurred requiring dollars from the contingency funds.
- 2. The Finance Director, Assistant Finance Director, and Finance Assistant will review and make a recommendation to the Village Manager.
- 3. Village Manager will confirm or over rule Finance decision.
- 4. Department Head will be notified of the decision.

Expenses using contingency fund dollars will follow current Purchasing Policy thresholds:

- A. Village Board approval if expense is over \$20,000
- B. Village Manager approval if expense is between \$5,000 and \$20,000
- C. EXCEPTION: No Contingency Fund dollars will be approved under \$5,000. These smaller items can be funded by finding current budgeted dollars in the department and redirecting those dollars to the unbudgeted expense.

VEHICLE/EQUIPMENT EVALUATION FORM

Date of Evaluation:	6/6/2024					
Vehicle Number: Year: Make: Model: Usage Type:	400B 2 1997 Thompson 6" Tow Beh Public Wor	** 10 to 1 1 miles **				
Life-to-date usage Hou Years in service: Year scheduled for replacement:	urs:	3,851 27 years				
Drivetrain Condition: Engine Transmission Differential Body Condition:		Average for miles/hours: Average for miles/hours: Average for miles/hours:	Х	Needs work: Needs work: Needs work:		
Undercarriage Sheet Metal Interior		Average for mileage/year Average for mileage/year Average for mileage/year	r: 🔲	Fair: Fair: Fair:	Poor Poor	:
Alternatives: Retain keep as is/evaluate partially rebuild completely rebuild modify w/attachme shift to lighter duty Replacement X replace w/updated replace w/rented vereplace w/multi-functions	ents and optionapplication similar vehicle equipmentional vehicle	le/equipment nent as needed le/equipment		Incur mir	uction sale prep costs nimum sale pre nble/sell comp	ep. Costs
replace with Fleet i	recycled vehi		olaceme	nt parts available	and would requ	uire
Joe Mancini Vehicle Maintenance	e Supervisor					

EQUIPMENT REPLACEMENT JUSTIFICATION

		Yes	No	_
Is this a replacement vehicle?		X		
				ı
Is this an additional vehicle?			Χ	
				i
Vehicle #	400B2			
Year	1997			
Make	THOMPSON			
Model	6" Pump			
Hours/Mileage	3,851			
Department	PUBLIC WORKS			
Division	UTILITY -STREETS			
•		9		
	h vehicle & price to repa		·	
CENTRIFUGAL I	PUMP VOLUTE AND IMP	ELLER		\$24,000.00
				\$24,000.00
List of additional equip	oment necessary to purc	chasa		
	NG AND TRANSPORT	muse	I	\$1,200.00
			ii .	ψ1,200.00
				\$
				\$
			,	\$
				\$1,200.00
			ı	refer when y term had had a had had
Vehicle Replacemen	t Cost	\$32,348.00		
Budget Amount				
Additional Notes:		•		
THIS PUM	P IS 27 YEARS OLD AND	REPLACEMENT	PARTS HAV	VE BEEN DISCONTINUED
0.0000000000000000000000000000000000000				



4620 City Center Dr Port Orange, FL 32129 Phone: (386) 767-7310 www.thompsonpump.com

Sale Quotation

Quote #:

Q-24141-2

Date: Expires On: Lead Time: 5/3/2024 5/31/2024 In Sales Stock

(pending receipt of

PO)

Bill To VILLAGE OF HOMEWOOD 17755 ASHLAND DR HOMEWOOD, IL 60430 Ship To

Village of Homewood 17755 Ashland Ave. Homewood IL. 60430 Contact:

Phone:

QTY	PART#	DESCRIPTION	NET PRICE	EXTENDED
1	6HT-DIST-4LE2T	6" SELF PRIME TRASH PUMP	\$29,890.00	\$29,890.00
1	R51-FLOAT-SET-65FT	KIT, FLOAT 65'	\$458.00	\$458.00
1	MISC	Shipping from TPM to Homewood IL.	\$2,000.00	\$2,000.00
			TOTAL:	\$32,348.00

Job Requirements: No specific duty point requested

Notes / Specification Variances:

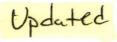
F	R	F	IG	н	Т
	11	_	v		

Signature:	 Date:	/
Name (Print):	 Title:	

- All pumps are tested utilizing Hydraulic Institute standards. Thompson Pump is a member in good standing with the Contractor's Pump Bureau, the governing association of U.S. pump manufacturer standards. ISO 9001:2015 certified.
- FOB: Freight FOB Port Orange, FL; freight rates quoted are subject to change based on current market conditions.
- TERMS: NET 30 Subject to credit approval. A convenience fee of 2% will be added when payment is made by credit or debit card.
- WARRANTY: One (1) year limited on new equipment. 30 day limited on used equipment.
- **DELIVERY**: The customer is responsible for any and all taxes, tariffs or associate fees in the sale and transport of equipment purchased or rented. Thompson Pump to arrange freight.
- FREIGHT RATES: Any & all freight rates that may be quoted are for budgetary purposes only. All freight rates are an estimate only and are not binding to Thompson Pump. Please provide a tax exemption certificate at time of order if applicable. No penalties or liquidated damage are acceptable. Cancellation of the order or return of any equipment purchased may result in re-stocking fees.
- Quote validity: 30 days unless otherwise noted.
- · All prices shown in Net US Dollars. Prices quoted do not include any applicable sales tax or fees.

Item 10. C.





Juno"+

4620 City Center Dr Port Orange, FL 32129 Phone: (386) 767-7310 Website: www.thompsonpump.com

Date: 5/3/2024

Quote #: Q-24141

VILLAGE OF HOMEWOOD 17755 ASHLAND DR HOMEWOOD, IL 60430

Re: 6HT-Homewood

We are pleased to Quote you a 6" Wet Prime Pump This is a Sourcewell Quote our # 012418-TPM 1-6HT-DIST-4LE2T Pump on Trailer with Lights & Brakes Painted TPM Blue with Cam Lock Fittings On your P O can you put your Sourcewell # Pump is in Stock With Hose Racks 1-R51-Float-Set-65ft Call me if you have ant Questions

Regards,
Mark Singleton
Region Manager
Thompson Pump & Manufacturing
(386) 767-7310
msingleton@thompsonpump.com



Solicitation Number: RFP #101221

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Thompson Pump and Manufacturing Company, Inc., P.O. Box 291370, 4620 City Center Drive, Port Orange, FL 32129 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires November 29, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Rev. 3/2021

Item 10. D.



BOARD AGENDA MEMORANDUM

DATE OF MEETING: June 11, 2024

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: John D. Schaefer, Director of Public Works

Topic: Contract Renewal – Water Distribution System Leak Survey

PURPOSE

Every municipal water system will experience leaks of varying degrees. One of the most absolute processes of identifying critical water system leaks is through the performance of a leak system survey. According to the Illinois Department of Natural Resources (IDNR), the standard for water loss for Lake Michigan Permittees in Illinois is 8%. To provide context and to show the progress of Homewood's work in the area of water system loss reduction, in an *LMO-2 water use report from 2017, Homewood's water loss was 16.7%. Homewood's current water loss is 9.3%.

As it relates to Homewood's Best Management Practices (BMP), leak detection surveys should be performed annually; at least until we can reduce our water loss to the 8% standard or lower. Leak detection for municipal systems is becoming increasingly important. As many municipalities face aging pipelines and water supplies, leaks are becoming more frequent and more costly. Consistent loss of water can equate to significant lost revenue for water operations, capital projects, and environmental issues. When leaks are detected and documented, Public Works

In June 2023, the Village Board awarded a contract to M.E. Simpson Co., Inc. of Valparaiso, IN, to complete a Water Distribution System Leak Survey to complete the inspection of the Village's 113 miles of water main. The contract with M.E. Simpson allows for a one-year extension at the contract price of \$25,425. M.E. Simpson Co., Inc. is in agreement to extend the contract at that price for 2024-2025. The Public Works Department recommends the Board renew the contract with M.E Simpson Co., Inc. to continue our annual water system leak detection program.

PROCESS

Water is lost through leaks and cracks in pipes and their fittings. Since most water infrastructure is underground, it is virtually impossible to visually determine the location of these leaks unless the leaking water reaches the surface (causing ponding and sink holes, structural damage, buckling pavement, etc.), and the exact location of the leak may be nearly impossible to determine. Leak detection requires special technologies that allow inspectors to precisely determine the location and severity of pipe leaks and is accomplished by ultrasonically monitoring every foot of water main, hydrant, and mainline valve.



A computerized leak analysis pinpointing every suspected leak is confirmed with an electronic leak correlator. Suspect leak sites are electronically confirmed by measuring and analyzing the timing of sound waves simultaneously from two monitoring points. M.E. Simpson supplies a written report of all leaks, their location, and estimated water loss to the Village. With this critical information, repairs to the water system can be scheduled by the Public Works Department.

OUTCOME

Renewing the contract of M.E Simpson Co., Inc. will enable the Public Works Department to effectively maintain the water system infrastructure and minimize water loss.

FINANCIAL IMPACT

Funding Source: Capital - Water/Sewer Fund

Budgeted Amount: \$30,000

Cost: \$25,425

LEGAL REVIEW

Not Required

RECOMMENDED BOARD ACTION

Renew the contract with M.E. Simpson Co., Inc. of Valparaiso, IN for the Water Distribution System Leak Survey Project in an amount not to exceed \$25,425.

ATTACHMENT(S)

Agreement renewal letter from M.E. Simpson Co., Inc.



June 5, 2024

Mr. Joshua Burman Assistant Director of Public Works Village of Homewood 17755 Ashland Avenue Homewood, IL 60430

RE: WATER DISTRIBUTION SYSTEM LEAK SURVEY - CONTRACT

Dear Mr. Burman,

M.E. Simpson Co., Inc. is pleased to extend its pricing structure from our May 18, 2023 proposal and subsequent Water Distribution System Leak Survey renewal contract with the Village of Homewood, which was signed and dated June 28, 2023. Our leak survey services and pricing structure from the afore-mentioned proposal and contract will be valid through December 31, 2024.

We thank you for your consideration and the opportunity to continue to perform our Water Distribution System Leak Survey services for your Village. If there are any inquiries regarding this extension, please do not hesitate to contact us. We look forward to hearing from you soon.

Sincerely,

Michael D. Simpson Chief Executive Officer

> Michael D. Simpson Chief Executive Officer

3406 Enterprise Avenue Valparaiso, IN 46383

> 800.255.1521 P 888.531.2444 F



BOARD AGENDA MEMORANDUM

DATE OF MEETING: June 11, 2024

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Angela Mesaros, Director of Economic and Community Development

Topic: Washington Park Commercial Subdivision – Preliminary Plan and Final Plat

PURPOSE

The property owner, Ben Beitel, Washington Park Plaza LLC, seeks approval to subdivide the property at 17750 Halsted Street from one parcel into two parcels. The subject site is a 15.72-acre commercial center, the Washington Park Plaza. The application is for resubdivision of the northeast corner currently used as a parking area immediately adjacent to the Best Buy store within the Washington Park Plaza.

The applicant proposes that the Washington Park Commercial Subdivision be allowed to commercially develop the single outlot near Halsted Street and Maple Avenue — requiring the space to be subdivided. This resubdivision will create a 37,266 square foot (0.85-acre) outlot ("Lot 2") from a primary lot of this subdivision ("Lot 1"). Lot 1 includes the Washington Park Plaza shopping center. The proposed "Lot 2" includes the new outlot at the corner of Halsted and Maple. The applicant plans to construct a quick service restaurant on the proposed outlot, Lot 2.

Utility easements bisect the outlot ("Lot 2"). While there are a large number of easements on the site, the easements are concentrated on the northern portion of the proposed outlot ("Lot 2"), and the site may be designed in a manner that maintains the usefulness for a variety of commercial uses without interference with the existing easements.

PROCESS

The petitioner is seeking approval to subdivide the property into two lots. The current land uses of the subject site are commercial/retail uses. The new outlot ("Lot 2") is designed to provide space for quick-service restaurant use with a drive-through which is in harmony with surrounding land uses. Table 44-03-01 of the Homewood Zoning Ordinance sets no minimum lot size in the B-4 zoning district. The lot size and configuration of the proposed lots comply with the zoning standards outlined in Section 44 of the Homewood Zoning Ordinance.

The plat has been reviewed and marked for approval by the Village Engineer and Village staff to ensure compliance with Section 36 of the Municipal Code of Ordinances.



Planning and Zoning Board Review

At its meeting on May 23, 2024, the Planning and Zoning Commission reviewed the proposed plat and found it to be generally acceptable for the location and design of the layout as submitted and the final subdivision plat was recommend for approval by the Village Board. The Commission, with five members present, voted unanimously 5-0 to recommend approval with the conditions that the plat be revised to remove two areas along Halsted Street that had been dedicated to the Village, and to release the sign easement for the existing monument sign. The applicant revised the final plat to meet both conditions.

The site plans for the proposed quick-service restaurant will be reviewed by the Village Staff Site Plan Review Committee and the Planning and Zoning Commission before final building approval.

OUTCOME

After consideration of the acceptability of the plat, the following Findings of Fact may be entered into the record:

- 1. The subject property is located at the southwest corner of Halsted Street and Maple Avenue;
- 2. The subject property is owned by the applicant Ben Beitel of Washington Park Plaza LLC;
- The subject property is currently comprised of a single parcel within the Washington Park Commercial Subdivision;
- 4. The subject property is a single lot identified as having two parcel areas, with a total area of 684,909 sq. ft., or 15.72 acres;
- 5. The underlying zoning district is B-4 Shopping Center;
- The Homewood Zoning Ordinance and Village Code of Ordinances do not establish a minimum lot area requirement in the B-4 zoning district which would be applied to this property;
- 7. The applicant, Ben Beitel of Washington Park Plaza LLC, is proposing the resubdivision of the subject property to accommodate a new outlot within the subject property;
- 8. The proposed resubdivision of the Washington Park Commercial Subdivision would create two lots;
- 9. Lot 1 of the resubdivided Washington Park Commercial Subdivision is proposed to have an area of 643,050 square feet, or approximately 14.76 acres;
- 10. Lot 2 of the resubdivided Washington Park Commercial Subdivision is proposed to have an area of 37,266 square feet, or approximately 0.86 acres;
- 11. Proposed Lot 1 and Lot 2 comply with the Homewood Zoning Ordinance and the subdivision ordinances outlined in the Village Code of Ordinances.

FINANCIAL IMPACT

Funding Source: N/A

Item 10. E.

VILLAGE OF HOMEWOOD



■ Budgeted Amount: N/A

Cost: N/A

LEGAL REVIEW

Completed

RECOMMENDED BOARD ACTION

Pass an ordinance approving a plat of subdivision in the Washington Park Commercial Subdivision at 17750 Halsted Street.

ATTACHMENT(S)

- Ordinance
- Washington Park Commercial Plat of Subdivision

ORDINANCE NO. M-2297

AN ORDINANCE APPROVING A PLAT OF SUBDIVISION IN THE WASHINGTON PARK PLAZA AT 17750 HALSTED STREET IN HOMEWOOD, COOK COUNTY, ILLINOIS

WHEREAS, Washington Park Plaza LLC, the owner of the Washington Park Plaza, has requested to subdivide an existing lot into two parcels to create a small lot near the southwest corner of Maple Road and Halsted Street; and

WHEREAS the Planning and Zoning Commission at its regular meeting on May 23, 2024, voted in favor of the petitioner's preliminary plan; and

WHEREAS the Planning and Zoning Commission at its regular meeting on May 23, 2024, recommended approval of the petitioner's request for subdivision; and

WHEREAS, the President and Board of Trustees of the Village of Homewood, Cook County, Illinois, deem it appropriate and are willing to approve the Washington Park Commercial Subdivision.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Homewood, Cook County, Illinois, that:

SECTION ONE-FINDINGS OF FACT:

In connection with this ordinance and based upon the public record before the Homewood Planning and Zoning Commission and the Village Board, and based upon evidence presented at the public hearing, the President and Board of Trustees make these findings of fact:

- 1. The subject property is located at the southwest corner of Halsted Street and Maple Avenue;
- 2. The subject property is owned by the applicant Ben Beitel of Washington Park Plaza LLC;
- 3. The subject property is currently comprised of a single parcel within the Washington Park Commercial Subdivision;
- 4. The subject property is comprised of a single lot identified as having two parcel areas, with a total area of 684,909 sq. ft., or 15.72 acres;
- 5. The underlying zoning district is B-4 Shopping Center;
- 6. The Homewood Zoning Ordinance and Village Code of Ordinances do not establish a minimum lot area requirement in the B-4 zoning district which would be applied to this property;
- 7. The applicant, Ben Beitel of Washington Park Plaza LLC, is proposing the resubdivision of the subject property to accommodate a new outlot within the subject property;
- 8. The proposed resubdivision of the Washington Park Commercial Subdivision would create two lots;
- 9. Lot 1 of the resubdivided Washington Park Commercial Subdivision is proposed to have an area of 643,050 square feet, or approximately 14.76 acres;
- 10. Lot 2 of the resubdivided Washington Park Commercial Subdivision is proposed to have an area of 37,266 square feet, or approximately 0.86 acres;
- 11. Proposed Lot 1 and Lot 2 comply with the Homewood Zoning Ordinance and the subdivision ordinances outlined in the Village Code of Ordinances.

SECTION TWO - APPROVAL OF PLAT OF SUBDIVISION:

The attached final plat of Washington Park Commercial Subdivision, prepared by Manhard Consulting, dated 05/06/2024 is approved and made a part of this ordinance.

2

SECTION THREE- ADDITIONAL MATERIALS TO BECOME A PART OF THIS ORDINANCE:

- 1) Homewood Planning and Zoning Commission minutes of May 23, 2024, as they relate to the subject property.
- 2) Homewood Village Board minutes of June 11, 2024, as they relate to the subject property.

SECTION FOUR - RECORDING:

The Village Attorney shall record this ordinance and the final plat of subdivision in the Office of the Cook County Clerk. The additional materials identified in Section Three above shall not be recorded, but shall be maintained Village Clerk's office for public inspection.

SECTION FIVE - LEGAL DESCRIPTION:

The legal description of the subject property is:

Washington Park Commercial Subdivision, being a Resubdivision of that Part of the East Half of Section 32, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 29-32-200-095

29-32-200-059

Common Address: 17750 Halsted Street

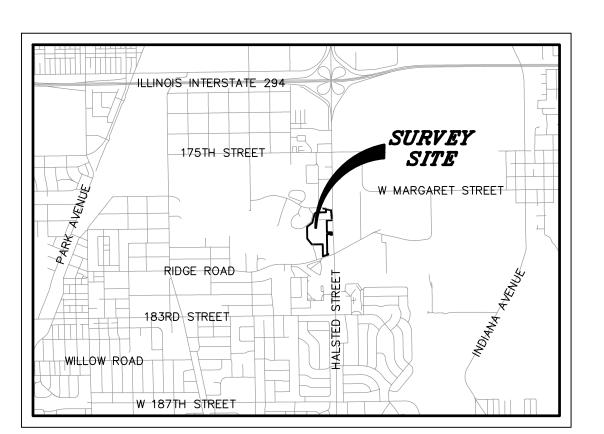
Homewood, IL 60430

SECTION SIX – EFFECTIVE DATE:

This ordinance shall be in full force and effect after passage, approval and publication in accordance with law.

PASSED AND APPROVED this 11th day of June 2024.

Village President ATTEST:				
Village	Clerk			
AYES:	NAYS:	ABSENCES:	ABSTENTIONS:	

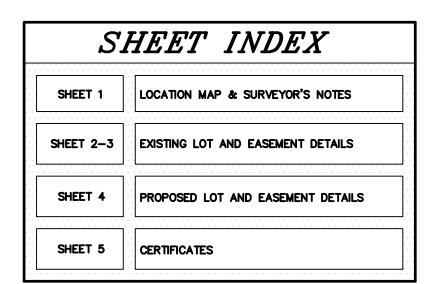


LOCATION MAP

NOT TO SCALE

SURVEYOR'S NOTES

- 1. ARE MARKED IN FEET AND DECIMAL PLACES THEREOF. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON. DISTANCES AND/OR BEARINGS SHOWN IN PARENTHESIS (456.67') ARE RECORD OR DEED VALUES.)
- 2. SUBDIVISION MAY BE SUBJECT TO MATTERS OF TITLE, WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT. PRE—EXISTING EASEMENTS, SETBACKS AND OTHER RESTRICTIONS WHICH MAY BE FOUND IN A CURRENT TITLE REPORT, LOCAL ORDINANCES, DEEDS OR OTHER INSTRUMENTS OF RECORD MAY NOT BE SHOWN.
- 3. SUBDIVISION MAY BE SUBJECT TO A CERTAIN DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED SEPARATELY FROM THIS PLAT.
- 4. SHALL BE SET AT ALL PROPERTY CORNERS AND POINTS OF GEOMETRIC CHANGE IN ACCORDANCE WITH 765 ILCS 205/1 UPON THE RECORDATION OF THE FINAL PLAT OF SUBDIVISION. UNLESS OTHERWISE NOTED, MONUMENTS SET ARE 5/8" DIAMETER BY 24" LONG REBARS.
- 5. PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A SUBDIVISION SURVEY. MANHARD CONSULTING, LTD. IS A PROFESSIONAL DESIGN FIRM, REGISTRATION NUMBER 184003350, EXPIRES APRIL 30, 2021.

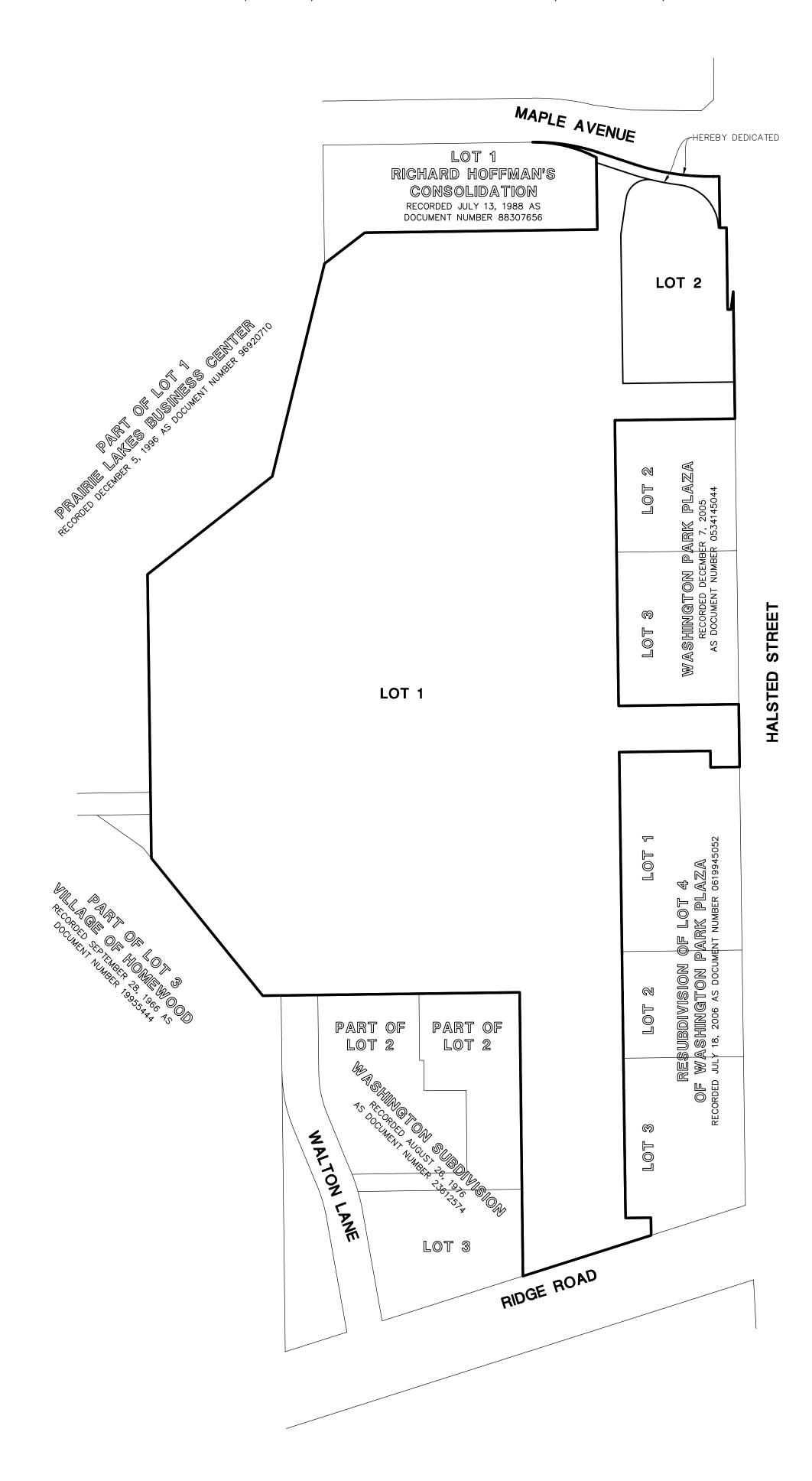


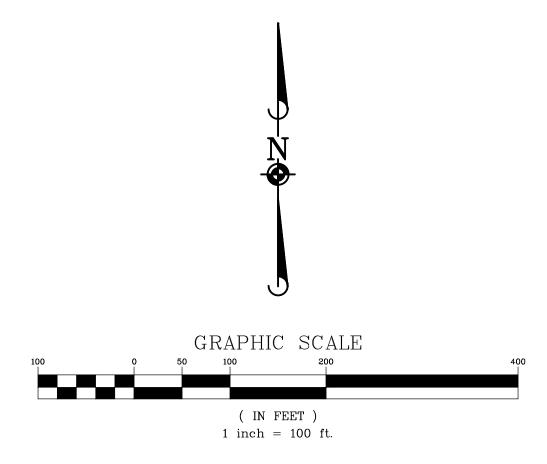
FINAL PLAT

F

WASHINGTON PARK COMMERCIAL SUBDIVISION

BEING A RESUBDIVISION OF THAT PART OF THE EAST HALF OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.





BASIS OF BEARINGS

COORDINATES AND BEARINGS ARE BASED UPON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (NAD 83), ADJUSTED TO GROUND VALUES, AS ESTABLISHED BY A REAL—TIME KINEMATIC (RTK) GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) UTILIZING THE TRIMBLE VRS NOW NETWORK.

SURVEY PREPARED FOR

ALTO REAL ESTATE FUNDS 5956 SHERRY LANE, SUITE 1000 DALLAS, TX 75225

OWNER

WASHINGTON PARK PLAZA, LLC 1449 37TH STREET, SUITE 216 BROOKLYN, NEW YORK 11218

SUBMITTED BY/RETURN TO:

VILLAGE CLERK
VILLAGE OF HOMEWOOD
2020 CHESTNUT ROAD
HOMEWOOD, IL 60430

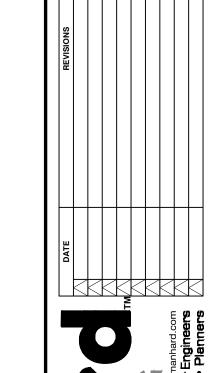
PIN'S

29-32-200-059 29-32-200-061 29-32-200-095

PROPERTY AREA

LOT 1 = 643,450 SQ. FT. (14.772 ACRES) LOT 2 = 38,096 SQ. FT. (0.874 ACRES) ROW DEDICATION = 3,363 SQ. FT. (0.077 ACRES)

TOTAL AREA = 684,909 SQ. FT. (15.723 ACRES)





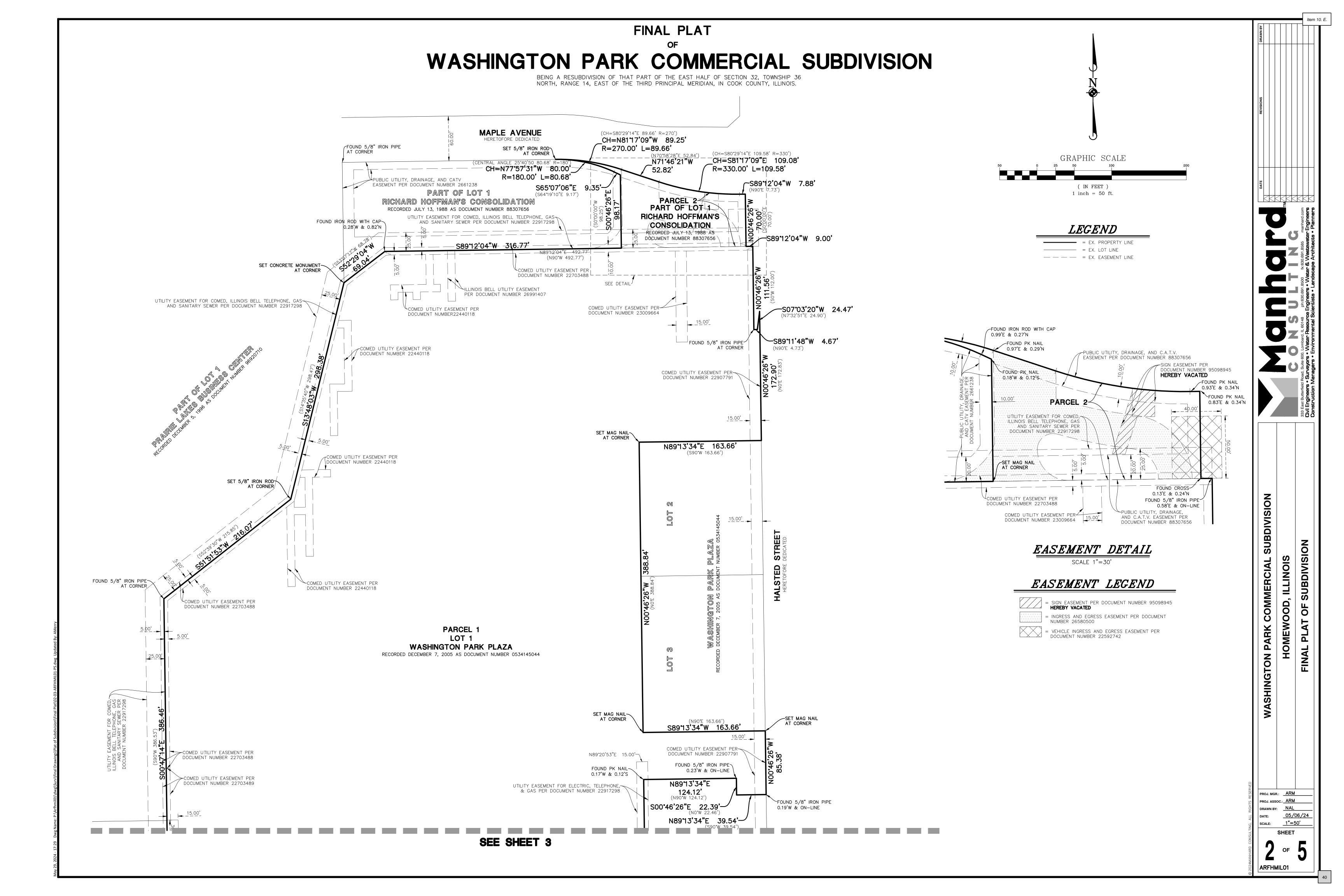
HOMEWOOD, ILLINOIS
IAL PLAT OF SUBDIVISION

WASHIN

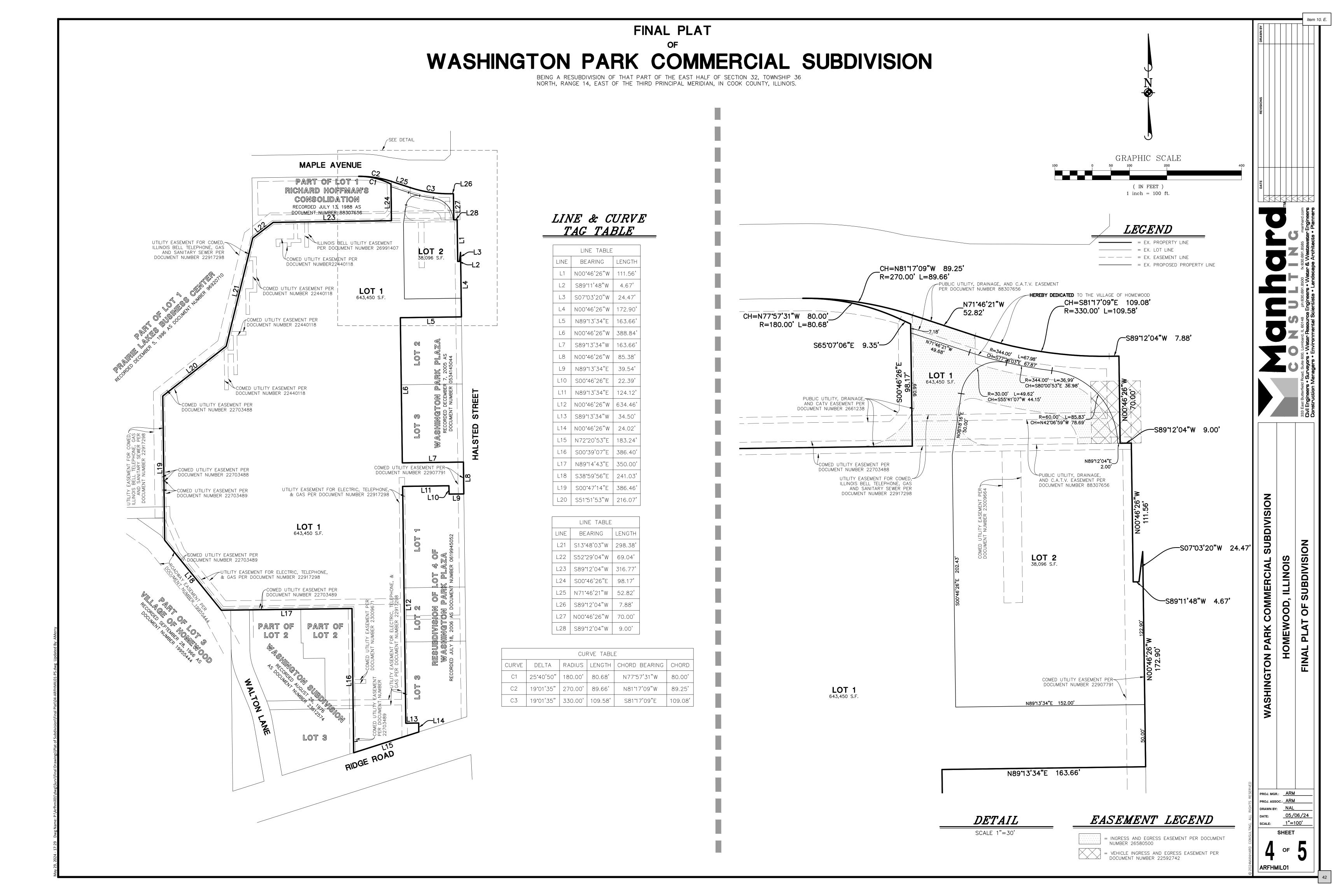
SUBDIVISIO

PROJ. MGR.: ARM
PROJ. ASSOC.: ARM
DRAWN BY: NAL
DATE: 05/06/24
SCALE: 1"=100'
SHEET

1 of 5
ARFHMIL01



FINAL PLAT WASHINGTON PARK COMMERCIAL SUBDIVISION BEING A RESUBDIVISION OF THAT PART OF THE EAST HALF OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. SEE SHEET 2 SET MAG NAIL AT CORNER SET MAG NAIL AT CORNER (N90°E 163.66') S89'13'34"W 163.66' GRAPHIC SCALE COMED UTILITY EASEMENT PERDOCUMENT NUMBER 22907791 COMED UTILITY EASEMENT PER DOCUMENT NUMBER 22703488 N89°20'53"E 15.00' FOUND 5/8" IRON PIPE FOUND PK NAIL~ 0.23'W & ON-LINE 0.17'W & 0.12'S 1 inch = 50 ft.COMED UTILITY EASEMENT PER N89°13'34"E DOCUMENT NUMBER 22703489 UTILITY EASEMENT FOR ELECTRIC, TELEPHONE, & GAS PER DOCUMENT NUMBER 22917298 **124.12'** (N90°W 124.12') FOUND 5/8" IRON PIPE S00°46'26"E 22.39' 0.19'W & ON-LINE **LEGEND** <u> 15.00'</u> N89°13'34"E 39.54'— = EX. PROPERTY LINE ----- = EX. LOT LINE — — — = EX. EASEMENT LINE PARCEL 1 15.00' LOT 1 AT CORNÉR WASHINGTON PARK PLAZA RECORDED DECEMBER 7, 2005 AS DOCUMENT NUMBER 0534145044 COMED UTILITY EASEMENT PER DOCUMENT NUMBER 22703489 -UTILITY EASEMENT FOR ELECTRIC, TELEPHONE, & GAS PER DOCUMENT NUMBER 22917298 FOUND 5/8" IRON ROD -COMED UTILITY EASEMENT PER 5.03'W & 3.42'N DOCUMENT NUMBER 22703489 FOUND 5/8" IRON ROD 7.54'E & 4.20'N SET CROSS AT CORNER N8914'43"E 350.00' 125.00' (S89°51'30"E 275.00') 275.00' FOUND 5/8" IRON PIPE AT CORNÉR UTILITY EASEMENT FOR ELECTRIC, TELEPHONE, & GAS PER DOCUMENT NUMBER 22917298 10.00' SUBDIVISION PART OF LOT 2 PART OF LOT 2 SUBDIVISION Washington subdivision RECORDED AUGUST 26, 1976 AS DOCUMENT NUMBER 23612574 HOMEWOOD, ILLINOIS COMMERCIAL 15.00' S89°2<u>0'53"</u>W<u>13</u>0.<u>00'</u> S8913'34"W 34.50' SET CONCRETE MONUMENT AT CORNER FOUND 3/4" IRON PIPE 0.55"W & ON-LINE _N00'46'26"W FOUND 5/8" IRON PIPE AT CORNER LOT 3 ____50.00' ___ Washington Subdivision FOUND 5/8" IRON PIPE ON-LINE & 0.12'N RECORDED AUGUST 26, 1976 AS DOCUMENT NUMBER 23612574 FOUND 5/8" IRON PIPE AT CORNER FOUND 3/4" IRON PIPE 0.04'W & ON-LINE PROJ. MGR.: ARM PROJ. ASSOC.: ARM 05/06/24 <u>1"=50'</u> SCALE: SHEET ARFHMIL01



WASHINGTON PARK COMMERCIAL SUBDIVISION

BEING A RESUBDIVISION OF THAT PART OF THE EAST HALF OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

OWNER'S CERTIFICATE

ATTACHED PLAT, AND HAS C	ASHINGTON PARK PLAZA, LLC IS THE LEGAL OWNER OF THE LAND DESCRIBED ON CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED AND THE PLATTED AS SHOWN B'D PURPOSES INDICATED THEREON AND DOES HEREBY ACKNOWLEDGE AND ADOPT DITLE THEREON INDICATED.
THIS IS TO ALSO CERTIFY TH	IAT THE UNDERSIGNED, AS OWNER OF THE PROPERTY DESCRIBED AS THE
	AND LEGALLY DESCRIBED ON THE PLAT OF THE SAME NAME, HAVE DETERMINED GE THE SCHOOL DISTRICT IN WHICH EACH OF THE FOLLOWING LOTS LIE.
LOT NUMBER(S)	SCHOOL DISTRICT
ALL	GRADE SCHOOL DISTRICT NO. 183 HIGH SCHOOL DISTRICT NO. 233 JUNIOR COLLEGE DISTRICT NO. 515
DATED THIS DAY OF	, A.D., 2024.
BY:	OWNER'S NAME AND ADDRES WASHINGTON PARK PLAZA, LLC 1449 37TH STREET, SUITE 216 BROOKLYN, NEW YORK 11218
PRINTED NAME AND TITLE	
STATE OF) SS
APPEARED BEFORE ME THIS	CERTIFY THAT WHO IS SUBSCRIBED TO THE FOREGOING CERTIFICATE DAY IN PERSON AND ACKNOWLEDGED THAT THEY DID SIGN AND DELIVER THIS NO VOLUNTARY ACT FOR THE PURPOSES THEREIN SET FORTH.
GIVEN UNDER MY HAND AND	NOTORIAL SEAL THIS DAY OF, A.D., 2024.
NOTARY PUBLIC	
MORTGAGEE CONSENT	
THE UNDERSIGNED, AS MOR	TGAGEE, UNDER THE PROVISIONS OF CERTAIN MORTGAGE DATED
	AND RECORDED IN THE RECORDER'S OFFICE OF COOK,
	DAY OF, A.D.,, AS DOCUMENT
NUMBER	, HEREBY CONSENTS TO THE SUBDIVISION STATED HEREIN.
DATED:	, A.D., 2024.

MORTGAGEE'S NAME AND ADDRESS

MORTGAGEE	NOTARY	PUBLIC

STATE OF ______)

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

COUNTY OF)
I,, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT
AND
OF WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE MITHIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY DID SIGN AND DELIVER THIS INSTRUMENT AS A FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH.
GIVEN UNDER MY HAND AND NOTORIAL SEAL THIS DAY OF, A.D. 2024.

JOTARY	PUBLIC	

SPECIAL ASSESSMENTS CERTIFICATE

STATE OF ILLINOIS COUNTY OF COOK)S.S.			
STATE AFORESAID	, CLERK OF TH HEREBY CERTIFY THAT TH ASSESSMENTS AGAINST T	ERE ARE NO DELIN	QUENT SPECIAL	
GIVEN THIS	_DAY OF	, A.D., 2	024.	

VILLAGE ENGINEER CERTIFICATE

VILLAGE CLERK

VILLAGE ENGINEER

STATE OF ILLINOIS))S.S.
COUNTY OF COOK)
THIS PLAT HAS BEEN CHECKED FOR CONFORMANCE WITH VILLAGE OF HOMEWOOD STANDAR AND REQUIREMENTS AND WORKING DRAWINGS AND SPECIFICATION FOR PUBLIC IMPROVEMENTAL HAVE BEEN PREPARED IN CONFORMANCE WITH VILLAGE OF HOMEWOOD STANDARDS A REQUIREMENTS.
GIVEN THIS, A.D., 2024.

VILLAGE MANAGER CERTIFICATE

STATE OF ILLINOIS))S.S.
COUNTY OF COOK)
THIS IS TO CERTIFY THAT PROVISIONS HAVE BEEN MADE IN ACCORDANCE WITH THE VILLAGE HOMEWOOD SUBDIVISION REGULATIONS FOR GUARANTEE OF PERFORMANCE IN CONSTRUCTION THE PUBLIC LAND IMPROVEMENTS.
GIVEN THISDAY OF, A.D., 2024.
, VILLAGE MANAGER

VILLAGE DI ANI COMMICCIONI CEDTIFICATE

	VILLAGE PLAN COMMISSION CERTIFICATE
,	STATE OF ILLINOIS))S.S.
(COUNTY OF COOK)
	APPROVED BY THE HOMEWOOD PLAN COMMISSION IN ACCORDANCE WITH THE VILLAGE OF HOMEWOOD SUBDIVISION REGULATIONS.
(GIVEN THISDAY OF, A.D., 2024.
	, CHAIRMAN

VILLAGE BOARD OF TRUSTEES CERTIFICATE

STATE OF ILLINOIS)

_____, VILLAGE CLERK

```
COUNTY OF COOK )
APPROVED BY ACTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF HOMEWOOD IN
ACCORDANCE WITH THE VILLAGE SUBDIVISION REGULATIONS AT A MEETING HELD THIS
_____DAY OF ______, A.D., 2024.
_____, VILLAGE PRESIDENT
```

LLINOIS DEPARTMENT OF TRANSPORTATION CERTIFICATE

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT TO PARAGRAPH 2 OF "AN ACT TO REVISE THE LAW IN RELATION TO PLATS," AS AMENDED. A PLAN THAT MEETS THE REQUIREMENTS CONTAINED IN THE DEPARTMENT'S "POLICY ON PERMITS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS" WILL BE REQUIRED BY THE DEPARTMENT.

DIANE O'KEEFE, P.E.	DATE
DEPUTY DIRECTOR OF HIGHWAYS,	
REGION ONE ENGINEER	

ACCESS NOTES

1. THERE SHALL BE TWO (2) RIGHT-IN, RIGHT-OUT ONLY VEHICULAR ACCESS TO HALSTED STREET FROM LOT 1 SHOWN HEREON. 2. THERE SHALL BE ONE (1) RIGHT-IN, RIGHT-OUT ONLY VEHICULAR ACCESS TO RIDGE ROAD FROM LOT 1 SHOWN HEREON.

3. THERE SHALL BE NO DIRECT ACCESS TO HALSTED STREET FROM LOT 2.

4. ACCESS TO AND FROM LOT 2 AND THE ADJOINING LOTS SHALL BE VIA INTERNAL CIRCULATION.

ACCEPTANCE OF PUBLIC UTILITY EASEMENT VACATION CERTIFICATE

THE APPROVING AUTHORITIES ON SIGNING THIS DOCUMENT HEREBY RELEASE AND CONSENT TO THE RELEASE, VACATION AND ABROGATION OF THE SIGN EASEMENT RECORDED AS DOCUMENT NUMBER 95098945 AS SHOWN HEREON.

ACCEPTED:		DATE:
	PRINTED NAME AND TITLE	
ACCEPTED:		DATE:
	PRINTED NAME AND TITLE	
ACCEPTED:		DATE:

PRINTED NAME AND TITLE

PERMISSION TO RECORD

STATE OF ILLINOIS COUNTY OF DUPAGE)

I, ADAM R. MERRY, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY GRANT PERMISSION TO THE OWNERS REPRESENTATIVE TO RECORD THIS PLAT ON OR BEFORE DECEMBER 31, 2024. THE REPRESENTATIVE SHALL PROVIDE THIS SURVEYOR WITH A RECORDED COPY OF THIS PLAT.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 4074

DATED THIS 28TH DAY OF MAY, A.D. 2024.

LICENSE EXPIRES NOVEMBER 30, 2024

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 4074

SURVEYORS CERTIFICATE

STATE OF ILLINOIS COUNTY OF DUPAGE

THIS IS TO DECLARE THAT THE PROPERTY DESCRIBED HEREON WAS SURVEYED AND SUBDIVIDED BY MANHARD CONSULTING, LTD., UNDER THE SUPERVISION OF AN ILLINOIS PROFESSIONAL LAND SURVEYOR AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY AND

PARCEL 1
LOT 1 IN WASHINGTON PARK PLAZA, BEING A RESUBDIVISION OF THAT PART OF THE EAST HALF OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 7, 2005 AS DOCUMENT NUMBER 0534145044, IN COOK COUNTY, ILLINOIS,

THAT PART OF LOT 1 IN RICHARD HOFFMAN'S CONSOLIDATION, BEING A CONSOLIDATION OF THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER N SECTION 32, TOWNSHIP 36 NORTH, RANGE 14, EAST N THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 13, 1988 AS DOCUMENT 88307656, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, THENCE ON AN ASSUMED BEARING OF NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF LOT 1, A DISTANCE OF 285.75 FEET FOR A POINT OF BEGINNING; THENCE EASTERLY ALONG A TANGENTIAL CURVE, CONCAVE TO THE SOUTH, RADIUS 180.00 CENTRAL ANGLE 25 DEGREES 40 MINUTES 50 SECONDS, 80.68 FEET; THENCE SOUTH 64 DEGREES 19 MINUTES 10 SECONDS EAST ALONG TANGENT, 9.17 FEET TO A LINE 167 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF LOT 1 AFORESAID; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID PARALLEL LINE, 98.25 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID SOUTH LINE, 167.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EAST LINE THEREOF 70.00 FEET TO THE NORTHEAST CORNER OF LOT 1; THENCE WESTERLY ALONG THE NORTH AND NORTHERLY LINE OF LOT 1 (BEING ALSO THE SOUTH AND SOUTHERLY LINE OF MAPLE AVENUE AS DEDICATED BY DOCUMENT NO. 26661237) THE FOLLOWING 4 COURSES: NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 7.73 FEET; THÉNCE WESTERLY ALONG TANGENTIAL CURVE CONCAVE TO THE NORTH, RADIUS 330.00 FEET, CENTRAL ANGLE 19 DEGREES 01 MINUTES 40 SECONDS, 109.59 FEET; THENCE NORTH 70 DEGREES 58 MINUTES 28 SECONDS WEST ALONG TANGENT 52.84 FEET; THENCE WESTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE SOUTH, RADIUS 270.00 FEET, CENTRAL ANGLE 19 DEGREES 01 MINUTES 18 SECONDS, 89.64 FEET TO THE POINT OF BEGINNING, CONTAINING 0.320 ACRES OF LAND.

SUBDIVIDED PROPERTY CONTAINS 15.723 ACRES, MORE OR LESS AND ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

THIS IS ALSO TO DECLARE THAT THE PROPERTY AS DESCRIBED ON THE ANNEXED PLAT LIES WITHIN THE CORPORATE LIMITS OF HOMEWOOD, COOK COUNTY, ILLINOIS WHICH HAS ADOPTED A VILLAGE PLAN AND IS EXERCISING THE SPECIAL POWER AUTHORIZED BY 65 ILCS 5, SECTION 11-12-6.

5/8" DIAMETER BY 24" LONG IRON RODS WILL BE SET AT ALL SUBDIVISION CORNERS, LOT CORNERS, POINTS OF CURVATURE AND POINTS OF TANGENCY IN COMPLIANCE WITH ILLINOIS STATUTES AND APPLICABLE ORDINANCES, UNLESS OTHERWISE NOTED.

THIS IS ALSO TO DECLARE THAT THE FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM COMMUNITY PANEL NUMBER 17031C0734J WITH AN EFFECTIVE DATE OF AUGUST 19, 2008 INDICATES THAT THE ABOVE DESCRIBED PROPERTY LIES WITHIN AN AREA DESIGNATED AS ZONE X (UNSHADED). ZONE X (UNSHADED) IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. THIS MAP DOES NOT NECESSARILY SHOW ALL AREAS SUBJECT TO FLOODING IN THE COMMUNITY OR ALL PLANIMETRIC FEATURES OUTSIDE SPECIAL FLOOD HAZARD AREAS. THIS DOES NOT GUARANTEE THAT THE SURVEYED PROPERTY WILL OR WILL NOT FLOOD.

GIVEN UNDER MY HAND AND SEAL THIS 28TH DAY OF MAY, A.D. 2024.

FOR REVIEW ONLY

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 4074 EMAIL ADDRESS: AMERRY@MANHARD.COM LICENSE EXPIRES NOVEMBER 30, 2024

DESIGN FIRM PROFESSIONAL REGISTRATION NO. 184003350-EXPIRES APRIL 30, 2025

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATE OF FIELD SURVEY: MAY 6TH, 2024





ILLINOIS SUBDIVIS OMEWOOD

SUBDIVISIO

PROJ. MGR.: ARM PROJ. ASSOC.: ARM DRAWN BY: NAL 05/06/24

SCALE: N.T.S. SHEET

ARFHMIL01

VILLAGE OF HOMEWOOD



BOARD AGENDA MEMORANDUM

DATE OF MEETING: June 11, 2024

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Angela Mesaros, Director of Economic and Community Development

Topic: Sale of Property at 2124 183rd Street

PURPOSE

Animesh (Andy) Kumar of Ultra Energy Group LLC proposes to renovate the property at 2124 183rd Street, an abandoned gas station, (formerly Citgo Station). The property is a 0.34 acre (15,000 square feet) Village-owned commercial property improved with an approximately 2,355 square foot commercial building. The building has been vacant for many years.

PROCESS

The subject property was formerly a Citgo gasoline station, which has been vacant for approximately 10 years. In 2021, the Village bought the property for \$40,000 from the Cook County Land Bank Authority (CCLBA). Village funds to buy the property came from the Southwest Central Business District TIF. The Southwest CBD TIF ended in 2022, and the property is no longer in a TIF district. The Village approved a Letter of Intent with Animesh (Andy) Kumar of Ultra Energy Group LLC. The Village published the solicitation for alternate proposals. No bids were received.

Brownfield Site Remediation

After acquiring the property, the Village engaged TriCore Environmental, LLC to remediate the site under the State's Leaking Underground Storage Tank (LUST) program so it could be safely redeveloped. TriCore has outlined the State's requirements to obtain a No Further Remediation Letter (NFR) for the property. Although there remains soil and groundwater contamination at the site above the IEPA's Tier 1 Remediation Objectives, Tier 2 site-specific Remediation Objectives have been calculated for the site and the IEPA has approved them subject to the use of on- and off-site institutional controls which will restrict access to the contaminated media.

TriCore is currently preparing and finalizing the Corrective Action Completion Report for submittal to the IEPA. IEPA approval of this Report would be in the form of a NFR letter. Please note, the NFR will not be received prior to 120 days from the IEPA's receipt of the Report.

VILLAGE OF HOMEWOOD



Term of the Purchase and Sale Agreement

The terms of the Purchase and Sale Agreement include:

- 1. The sale price is \$47,500.
- 2. The buyer will have 30 days for due diligence once the contract is signed.
- 3. The buyer will have 180 days to secure zoning, variances, or any other government approvals required.
- 4. The sale is contingent upon Village approval of the Class 8 resolution and issuance of a 75/25 liquor license.
- 5. Closing date is to be determined (TBD).
- 6. The purchaser is required to sign a reverter deed at closing. If the restaurant is not open within one year, the Village can reclaim the property, provided it pays back the \$47,500.
- 7. The site has been remediated as required by the Illinois Environmental Protection Agency to the extent required to obtain a No Further Remediation (NFR) letter. Any plans must be developed and implemented in line with the restrictions outlined in the Property Owner Summary Form (POSF), including:
 - Use is limited to industrial/commercial.
 - No installation or use of a private water well.
 - Observe construction worker safety caution.
 - Any soil or groundwater removed from the site must be profiled and disposed of at a permitted disposal or recycling facility.
 - Any buildings must be completely slab-on-grade or have a full concrete basement with no sumps.
 - The area shown on the attached map (the engineered barrier area hatched in the southern portion of the site) must be paved, whether concrete or asphalt.
- 8. The purchaser must sign the POSF at the time of purchase; and
- 9. Upon advance notice, the purchaser must agree to allow TriCore Environmental, LLC to access the property for any required additional sampling.
- 10. The Village will support a Cook County Class 8 incentive. Cook County has created the Class 8 Cook County Tax Incentive Program for the Chicago Southland. Under this incentive program, qualified commercial real estate is assessed at 10 percent of market value for the first 10 years, 15 percent in the 11th year, and 20 percent in the 12th year. The subject property is in Thornton Township, one of five designated townships. A Class 8 for this property will help bring the tax burden more in line with neighboring counties where the property tax rate is as much as 45% less.

Staff met with the developer to review and discuss all permitting requirements, including but not limited to site engineering, grease interceptor for the restaurant, parking lot improvements, landscaping and lighting, driveway and curb requirements, zoning, appearance review, signs, security cameras, sanitary, and fire suppression.

Item 10. F.

VILLAGE OF HOMEWOOD



OUTCOME

The property is on a prominent corner of a major thoroughfare in the Village, and the purchase and redevelopment will result in the revitalization of a vacant commercial property.

FINANCIAL IMPACT

Funding Source: No Financial Impact

Budgeted Amount: N/A

Cost: N/A

LEGAL REVIEW

Completed

RECOMMENDED BOARD ACTION

- 1. Pass an ordinance approving a real estate purchase and sale agreement between the Village and Animesh (Andy) Kumar for the property at 2124 183rd Street.
- 2. Pass a resolution in support of the Cook County Class 8 incentive.

ATTACHMENT(S)

- Ordinance
- Resolution

ORDINANCE M-2298

AN ORDINANCE APPROVING A REAL ESTATE PURCHASE AND SALE AGREEMENT BETWEEN THE VILLAGE OF HOMEWOOD AND ANIMESH (ANDY) KUMAR FOR SURPLUS VILLAGE-OWNED PROPERTY AT 2124 183RD STREET IN HOMEWOOD, COOK COUNTY, ILLINOIS.

WHEREAS, the Village of Homewood, Cook County, Illinois (the "Village") owns real estate at 2124 183rd Street (the "Property"); and

WHEREAS, the Property has been vacant for several years; and

WHEREAS, Section 11-76-1 of the Illinois Municipal Code (65 ILCS 5/11-76-1) authorizes a municipality to convey real estate by an ordinance passed by three-fourths of the corporate authorities if the Board of Trustees determines that retaining the Property is no longer in the best interests of the Village; and

WHEREAS, as required by Section 11-76-2 of the Illinois Municipal Code (65 ILCS 5/11-76-2), the Board of Trustees on June 13, 2023 approved Resolution R-3146 directing staff to publish a notice soliciting bids for the real estate containing an accurate description of the property, the purpose for which it is used, and the meeting when bids would be opened; and

WHEREAS, the Village published the bid solicitation on June 16, 2023, June 23, 2023, and June 30, 2023 in the Daily Southtown; and

WHEREAS, as of the bid deadline of July 25, 2023, the only bid received was from Animesh (Andy) Kumar ("Kumar") to purchase the Property for Forty-Seven Thousand Five Hundred Dollars (\$47,500.00); and

WHEREAS, the Village and Kumar have negotiated the Purchase and Sale Agreement attached to this Ordinance as Exhibit A to purchase and renovate the property; and

WHEREAS, Kumar has agreed to comply with the Village's permit and construction approval processes according to the project terms attached to this Ordinance as Exhibit B; and

WHEREAS, the President and Board of Trustees reaffirm their determination that retaining the Property is not in the village's best interests, and that the Village's interests would be better served by selling the Property to Kumar so it can be returned to the tax rolls and redeveloped.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Homewood, Cook County, Illinois:

SECTION ONE – APPROVAL AND AUTHORIZATION TO EXECUTE REAL ESTATE PURCHASE AND SALE AGREEMENT.

- (a) The attached Purchase and Sale Agreement between the Village and Kumar is hereby approved. The Village President and Village Clerk are authorized to execute that Agreement.
- (b) The Village Attorney or his nominee is authorized to close the transfer of this property to Kumar. The Village Attorney or his nominee, elected officials, and members of the Village staff, as appropriate, are authorized to execute all documents necessary to complete this transaction.

SECTION TWO - EFFECTIVE DATE.

This Ordinance shall be effective upon its passage and approval as provided by law.

PASSED AND APPROVED this 11th day of June, 2024.

By:

	Village President				
ATTEST:					
Vill	age Clerk				
ΔΥΕς.	NAVS.	ARSTENTIONS:	A RSENI€ES:		

STATE OF ILLINOIS)) SS COUNTY OF COOK)		
I, the undersigned do hereby certify that I am the Village Clerk of the Village of Homewood, Cook County, Illinois, and as such I am the keeper of the records and files of the President and Board of Trustees of said Village.		
I do further certify that the attached and foregoing is a correct copy of an ordinance M entitled:		
AN ORDINANCE APPROVING A REAL ESTATE PURCHASE AND SALE AGREEMENT BETWEEN THE VILLAGE OF HOMEWOOD AND DP HOMEWOOD LLC FOR PROPERTY AT 2124 183 RD STREET		
as adopted by the President and Board of Trustees of the Village of Homewood at its regularly convened meeting held on June 11, 2024, and as signed by the President of said Village on June 11, 2024, all as appears from the official records of said Village in my care and custody.		
In witness whereof, I have affixed my official signature and the corporate seal of the Village of Homewood, Illinois on, 2024.		
Village Clerk		
(SEAL)		

Exhibit A - Purchase and Sale Agreement

Between the Village of Homewood and Animesh (Andy) Kumar for 2124 183rd Street, Homewood

Exhibit B – Permit Requirements for 2124 183rd Street, Homewood

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE	PURCHASE AND SALE AGREEMENT ("Agreement") is
made on	, 2024, between Animesh (Andy) Kumar, or his designee
("Purchaser"), and the Villa	ge of Homewood ("Seller"). The date that the last party
signs the Agreement and de	elivers a copy to the other party shall be the date filled in
above and shall be referred	to herein as the "Effective Date."

WITNESSETH:

THAT FOR and in consideration of the mutual covenants, agreements and undertakings herein set forth, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase from Seller the real property described in Paragraph 1 below on the following terms:

1. Agreement of Purchase and Sale.

Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller:

- 1.1. The real property legally described in Exhibit A attached (the "Land") at 2124 183rd Street, Homewood, Illinois, 60430.
- 1.2 All improvements on the Land, including without limitation the single story building, landscaping, parking lot, and other improvements (collectively called the "Improvements").
- 1.3 All mineral, water, irrigation and other property rights of Seller, if any, running with or otherwise pertaining to such Land.
- 1.4 All of Seller's right, title and interest in any easements, covenants, declarations, reciprocal easement agreements, tenements, hereditaments, gaps, gores and appurtenances to the Land.

The property interests described in Sections 1.1 through 1.4 hereof are hereinafter referred to as the "Property."

2. Purchase Price.

- 2.1 The Purchase Price for the Property (the "Purchase Price") shall be Forty-Seven Thousand Five Hundred Dollars (\$47,500.00).
- 2.2 The Purchase Price shall be payable by delivery by Purchaser to Seller at Closing of good federal funds by check or wire transfer in an amount equal to

the Purchase Price, subject to adjustment as provided herein and as set forth in the settlement statement.

Seller's Deliveries.

On or before the Effective Date, Seller shall have delivered to Purchaser copies of all the items on Exhibit B attached (the "Due Diligence Materials") to the extent in Seller's possession. If Seller obtains new or updated information or documentation regarding the Property before Closing, Seller shall immediately notify Purchaser of such fact and will promptly deliver all such supplemental information and documentation to Purchaser. Seller is not aware of any inaccuracies or incomplete documents in the Due Diligence Materials and Seller warrants that the copies delivered are true, correct and complete copies of the documents.

- 4. Contingency for Inspection, Approvals and Third-Party End Users.
 - 4.1. Inspection Period.
- (a) During the period commencing on the Effective Date and ending at 6:00 p.m. (CST) on the day which is thirty (30) days thereafter (the "Inspection Period"), Purchaser shall have the right, at Purchaser's sole cost and expense, to: (i) review the Due Diligence Materials, (ii) inspect and test the Property, including for engineering, environmental, zoning, appraisals; (iii) obtain a new survey or update an existing survey; (iv) perform marketing and cost studies and for any other purposes related to Purchaser's determination of the feasibility of the Property.
- (b) During the period commencing on the Effective Date and ending at 6:00 p.m. (CST) on the day which is one hundred eighty (180) days thereafter (the "Governmental Approval Period"), Purchaser shall have the right, at Purchaser's sole cost and expense, to: obtain any necessary zoning approvals, special use permits, conditional use approvals, variances, administrative approvals, subdivisions, consolidations, annexation agreements, parking agreements, easements, vacations, permits, plat of subdivisions, and similar approvals or documents with the municipality, county, any other governmental authority or any entity or agency, Seller shall cooperate with Purchaser's efforts to obtain any approvals and shall diligently sign any zoning applications, permit applications, ownership authorization and provide any documentation or information required by the applicable governmental authority or agency as part of Purchaser's process to obtain its approvals. The Governmental Approval Period may be extended upon written agreement by Purchaser and Seller.
- (c) Purchaser shall give Seller reasonable advance notice of the dates and times of its inspections of the Property. Seller or its representative and Purchaser, its representatives, agents, and independent contractors shall have the right to be present at any such inspections. If Purchaser is satisfied or not satisfied with the Property,

including, but not limited to, its review and inspections, in Purchaser's sole and absolute discretion, Purchaser shall provide written notice to Seller that it is or not proceeding with the Agreement before the expiration of the Inspection Period.

- Purchaser and Seller acknowledge that the inspections, investigations, survey and environmental inspections made by Purchaser and Purchaser's agents before Closing are for the benefit and at the instance of Purchaser. Purchaser expressly acknowledges that nothing in this Agreement authorizes Purchaser, or any person dealing with, through or under Purchaser. to subject Seller's interest in the Property to mechanic's or materialmen's liens before Closing. Purchaser shall indemnify, hold harmless and defend Seller from any claim, liability, loss, damage, cost or expense (including reasonable attorney's fees, but expressly excluding any punitive, speculative or consequential damages) which Seller incurs solely due to the entry on the Property by Purchaser, its employees, agents or independent contractors before Closing, or damage to or liens placed on the Property caused by Purchaser, its agents, employees, or independent contractors for any such entry. Any testing conducted by Purchaser on the site must comply with the restrictions outlined on the map attached as Exhibit C prepared by TriCore Environmental, LLC and any restrictions or limitations imposed by the Illinois Environmental Protection Agency (IEPA). Purchaser's indemnification obligations shall not extend or apply to and Purchaser shall not be liable to Seller for: (i) for any negligence or misconduct of Seller or any agent, contractor, or employee of Seller, or (ii) any pre-existing conditions on or about the Property. Purchaser's obligations shall survive any termination of this Agreement. Before Purchaser or its agents or contractors enter the Property, Purchaser shall obtain or cause its vendors to obtain commercial general liability insurance in the amount of not less than \$1,000,000.00 naming the Village of Homewood as an additional insured on an ISO CG 20 10 form endorsement from an Illinois licensed insurance company. Purchaser shall maintain this coverage from the Effective Date through the Closing Date.
- (e) Notwithstanding the expiration of the Inspection Period, Purchaser shall have access to the Property through the Closing Date for inspections, obtaining any reports, surveys, appraisals, and engineering and environmental tests and reports.
- (f) Purchaser acknowledges that the Property previously contained one or more leaking underground storage tanks that have been removed. Although there remains soil and groundwater contamination at the site above the IEPA's Tier 1 Remediation Objectives, Tier 2 site-specific Remediation Objectives have been calculated for the site and the IEPA has approved them subject to the use of on and off-site institutional controls which will restrict access to the contaminated media. Purchaser acknowledges the following:
 - i. Any redevelopment plans will be developed and implemented in line with the restrictions outlined on the attached map (Exhibit C)

- and on the attached Property Owner Summary Form (POSF)(Exhibit D); and
- ii. The Purchaser must sign the POSF at the time of purchase; and
- iii. Upon advance notice, the Purchaser must agree to allow representatives of TriCore Environmental, LLC access to the property for any required additional sampling.

4.2 This contract is contingent upon:

- (a) The Purchaser being granted a Class 4A 75/25 Restaurant with bar liquor license from the Village of Homewood on or before the closing date. If the Purchaser does not receive or fails to qualify for the liquor license, either party may terminate this contract;
- (b) The Homewood Village Board's passage of a resolution supporting the Purchaser's application for a Class 8 property tax incentive from Cook County.
- 5. Commitment for Title Insurance/Title and Survey Matters.
 - 5.1 Within ten (10) days after the Effective Date, Purchaser, at Seller's sole cost and expense, shall cause Chicago Title Insurance Company("Title Company" and "Escrow Agent") to deliver to Purchaser a commitment for an ALTA owner's policy of title insurance (the "Commitment"), showing Seller as fee title owner, naming Purchaser as the insured in the amount of the Purchase Price (or minimum amount required), issued by the Title Company, insuring the Property, together with legible copies of all recorded title documents referred to in the Commitment ("Title Documents"). The Commitment shall be subject to only the: (i) "Permitted Exceptions" (defined in Section 5.2 below), (ii) any mortgages and similar liens of a definite or ascertainable amount which must be paid by Seller out of the closing proceeds ("Monetary Encumbrances") and (iii) any matters not objected to by Purchaser.
 - 5.2 The term "Permitted Exceptions" shall mean: (i) all non-delinquent taxes and assessments not yet due at the time of Closing, and (ii) any other title matters not objected to, waived or deemed waived by Purchaser.
 - 5.3 If Purchaser objects to the Commitment and/or any survey, Purchaser shall give written notice to Seller before the expiration of the Inspection Period, specifying Purchaser's objections to such title exceptions and/or survey matters (the "Unpermitted Exceptions"). Seller shall at its option have five (5) days from receiving such notice to notify Purchaser in writing of any Unpermitted Exceptions that Seller shall cure, insure over or have removed from the

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Commitment before Closing. If Seller notifies Purchaser within such five (5) day period, or fails to notify Purchaser, that it is unable or unwilling to have the Unpermitted Exceptions removed before Closing, Purchaser shall, as Purchaser's sole remedy, have the option either to (i) terminate this Agreement, whereupon neither party shall have any further liability or obligation to the other, except as expressly provided herein; or (ii) proceed with the Closing and accept title to the Property as reflected in the Commitment and survey, whereupon such exceptions shall be deemed Permitted Exceptions, other than Monetary Encumbrances which shall be paid by Seller out of Closing proceeds. Purchaser shall exercise such option by delivery of written notice of such exercise to Seller within five (5) days after the earlier of: (a) the expiration of Seller's notice period for responding to Purchaser's title and survey objections, or (b) the date Seller gives Purchaser notice of its unwillingness or inability to remove any the Unpermitted Exceptions. If any title exceptions or survey matters are disclosed or modified by updates of the Commitment and/or the survey or other title "date-downs" that affect the marketability or insurability of the title to the Property or that adversely affect the use of the Property for its intended purposes or are objectionable to Purchaser, then Purchaser may after the discovery thereof notify Seller in writing, in which event Seller shall promptly employ its good faith best efforts to procure a cure for same, as required above, and upon the failure of Seller to effectuate a cure or Seller's failure to respond to Purchaser in writing, then Purchaser may elect any of the options set forth in subclauses (i) and (ii) above. If Purchaser fails to notify Seller of Purchaser's election within the five-day period required for Purchaser's notification of its election, then Purchaser shall be deemed to have elected option (ii).

- 6. Closing, Possession and Conditions Precedent to Closing.
 - 6.1 Closing. The closing (the "Closing") of the transaction contemplated shall take place on or before December 13, 2024. The date upon which the Closing actually occurs shall be referred to herein as the "Closing Date." Seller shall give sole and exclusive possession of the Property to Purchaser at Closing, subject only to the Permitted Exceptions. The Closing shall take place at the Chicago office of the Title Company (which shall allow delivery of documents into escrow) by means of a "New York Style Closing" with the parties delivering their closing documents, the Title Company's concurrently delivering the closing documents, committing to delivery of the Title Policy described in Section 6.4(b) below to Purchaser, and the concurrent payment of the Purchase Price, all with no parties required to be present.
 - 6.2 At Closing, Seller shall deliver to the Escrow Agent, with copies to Purchaser:

- (a) A duly executed and acknowledged Special Warranty Deed (the "Deed") conveying to Purchaser the fee simple interest in the Property, subject only to the Permitted Exceptions.
- (b) A duly executed affidavit of Seller, stating Seller's United States taxpayer identification number and that Seller is not a foreign person as defined in Internal Revenue Code § 1445.
- (c) A MyDec transfer tax declaration in form customary for the State, County City of the Property ("Transfer Tax Declaration") and any municipal transfer tax declarations.
- (d) An ordinance from Seller approving and authorizing it to sell the Property and granting authority to a specific person to bind the Seller.
- (e) A settlement statement agreed to between Seller and Purchaser ("Settlement Statement"), signed by Seller, setting forth the Purchase Price, credits, prorations, and disbursements under this Agreement.
 - (f) An owner's affidavit.
- (g) Documents requested by the title company for obligations required of Seller under this Agreement or to provide extended coverage, including, without limitation, Owner's Affidavit, Survey Affidavit of no change, if required by the Title Company to provide extended coverage, Gap Indemnity, and any other reasonable documentation.
- 6.3 At Closing, Purchaser shall deliver to the Escrow Agent:
- (a) The balance of the Purchase Price, subject to adjustment on the Settlement Statement, by wire transfer of federal funds.
- (b) The Settlement Statement signed by Purchaser, setting forth the Purchase Price, credits, prorations, and disbursements under this Agreement.
- (c) Any other document requested by the Title Company to close the transaction.
- 6.4 Conditions to Obligation to Close Purchaser. The obligations of Purchaser to consummate the transactions contemplated shall be subject to fulfilling these conditions ("Purchaser's Conditions"), any of which may be waived in writing by Purchaser in its sole and absolute discretion:
- (a) At Closing, Seller will cause the Title Company to issue (or commit irrevocably and unconditionally to issue) to Purchaser an owner's policy of title

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insurance in accordance with the requirements of the Commitment with an extended coverage endorsement, subject only to the Permitted Exceptions (the "Title Policy").

- (b) The representations and warranties of Seller in this Agreement shall be true and correct on and as of the Closing Date with the same force and effect as though such representations and warranties had been made on and as of the Closing Date, and Seller will so certify.
- (c) Seller shall have performed the agreements, covenants and obligations made and contained in this Agreement to be performed or complied with by Seller on or before the Closing Date.
- (d) Delivery of sole and exclusive possession of the Property to Purchaser subject only to the Permitted Exceptions.
- (e) The Redevelopment Agreement between Purchaser and Seller is in full force and effect.
- 6.5 Conditions to Obligation to Close Seller. The Village shall not be obligated to close on the sale of the Property until the Purchaser has completed the following requirements:
 - (a) Obtain a connection permit from the Thorn Creek Basin Sanitary District;
 - (b) Submit an acceptable plan for onsite stormwater detention;
- (c) Provide a full set of architectural plans sufficient to obtain a building permit;
- (d) Successfully complete an appearance review from the Appearance Commission;
- (e) Secure site plan approval from the Village's site plan review committee and the Planning and Zoning Commission.
- 7. Prorations; Closing Adjustments.
 - 7.1 All real estate taxes and assessments, due and owing or delinquent before Closing, whether or not they have become liens, shall be the responsibility of Seller and paid by Seller before the due date and at or before Closing. The Property is municipally owned and is tax exempt. There will be no tax prorations at closing.

- 7.2 In the event any special assessments, water or sewer assessment, code violations, fines or other assessments have been levied against the Property for any period on or before the Closing Date, Seller shall pay the same at or before Closing. These obligations shall survive Closing. All water, sewer, and other utility charges currently due shall be adjusted as of the Closing Date. Any of these payments due and owing as of the Closing Date shall be credited to Purchaser from Seller at Closing and any prepaid amounts shall be credited to Seller form Purchaser.
- 7.3 Seller shall pay: (i) the cost of the Title Commitment; (ii) the costs for the standard coverage portion of the Purchaser's owner's Title Policy premium plus extended coverage; (iii) all State, County and municipal transfer taxes; (iv) half of all escrow and closing costs, and (v) all costs for any endorsements to cure, remove or insure over any title exceptions agreed to be cured by Seller. Purchaser shall pay: (i) the cost of all endorsements to the Title Policy requested by Purchaser; (ii) half of all escrow costs, and (iii) the cost to record the deed. The parties shall pay their respective attorney's fees. Any other costs and charges in connection with the Closing shall be paid by Seller or Purchaser, respectively, as is customary in the area in which the Property is located.
- 8. Representations, Warranties, Covenants and Agreements of Seller and Purchaser.
 - 8.1 Seller represents, covenants and warrants to Purchaser and agrees, as of the date of this Agreement and, without further writing as of the Closing Date, as follows:
 - (a) Seller holds fee title to the Property subject only to those rights-of-way, easements, conditions, covenants and restrictions of record. There are no persons in possession or occupancy of the Property or any part thereof, nor are there any persons who have possessory rights regarding the Property or any part thereof through written agreement, orally or by operation of law.
 - (b) All required payments of Seller have been made and there is no default by Seller, nor has Seller received any written notice of default from any property owner, tenant or other party under any reciprocal easement agreements or declarations or similar documents, nor are there any facts known to the Seller that would constitute a default by Seller or, to Seller's knowledge, by any property owner or tenant under any reciprocal easement agreements or declarations or similar documents.
 - (c) There is no lawsuit or similar proceeding filed, or to the best of Seller's knowledge, threatened to be filed, against Seller regarding the Property before any court, tribunal, mediator, arbitrator, governmental or administrative agency. Seller has received no notices and is not aware of any pending or

threatened: (a) condemnation, eminent domain or similar proceeding against the Property, (b) special assessments against the Property, or any real estate tax protest, or similar proceeding; or (c) any public plans or proposals for changes in road grade, access or other municipal improvements or for any adjacent developments that may affect the Property. There is no bankruptcy, assignment for the benefit of creditor or insolvency proceedings filed against or by Seller wherein Seller is identified as the debtor.

- (d) Seller has taken all required measures to approve the sale and has all requisite power and authority to enter into and perform Seller's obligations under this Agreement and to sell the Property.
- (e) To the best of the Seller's knowledge, the Property has utilities necessary for the operation of the Property and no fact or condition exists that would cause the termination of access to and from the Property or the cessation of utilities for the operation of the Property.
- (f) Seller shall not, without the prior written consent of Purchaser, enter into, amend, extend or grant any concessions regarding any lease, reciprocal easement agreement, declaration or any other documents affecting the property, or accept any prepayment of rent for more than one month in advance. Seller shall promptly deliver to Purchaser a copy of any notice (including without limitation, a notice of default) received from any property owners under any easement agreements, declarations or from any governmental authority or from any tenant or adjacent property owners. Seller shall not intentionally do anything, or permit anything to be done, that would impair or modify the status of title as shown on the Commitment or the survey. Seller shall not, without prior written consent of Purchaser, petition or apply for any map amendments or take any action which will change the permitted use of the Property
- (g) Seller is not a foreign person or entity under the Foreign Investment and Real Estate Property Tax Act or the Tax Reform Act of 1984.
- (h) As of the Closing Date, the Property will be clear of any encumbrances or liens of an ascertainable amount which can be removed by the payment of a liquidated amount of money, except for the Permitted Exceptions, and such encumbrances and liens as paid by Seller at Closing.
- (i) From the Effective Date until Closing, Seller shall continue to manage and operate the Property in a reasonable manner consistent with other similar commercial properties in Homewood, Illinois, including, but not limited to, performing all maintenance and snow removal, paying all operating expenses, real estate taxes, insurance and utilities before their due date, keeping

the Property free of liens and code violations, and maintaining property and liability insurance in commercially reasonable amounts.

- (j) Seller owns no personal property located on the Property or to the extent it does will remove it by Closing.
- (k) Seller is not a party to any management, service or other contracts or agreements that will be binding on Purchaser or the Property after Closing.
- (l) Seller will (1) continue to operate the Property as heretofore operated; (2) maintain the Property in its current condition and perform routine and required maintenance and replacements; (3) pay before Closing all sums due for work, materials or services furnished or otherwise incurred in the ownership, use or operation of the Property; (4) comply with all governmental requirements applicable to the Property; (5) not place or permit to be placed on any portion of the Property any new improvements of any kind or remove or permit any improvements to be removed from the Property; and (6) not cause or create any easements, encumbrances, or liens to arise or to be imposed upon the Property or to allow any amendment or modification to any existing easements or encumbrances.
- (m) To Seller's knowledge, the Due Diligence Materials are true, correct and complete in all material respects. Seller has delivered to Purchaser all Due Diligence Materials its possession or control.
- (n) There are no rights of first refusal or options to purchase the Property (or any part thereof) contained in any agreement affecting the Property (or any part thereof).
- 8.2 Seller shall indemnify and hold Purchaser harmless from and against any costs, fees, charges, penalties or liabilities of any kind resulting from any "bulk sales" taxes, fees or charges assessed by any applicable governmental authority or agency related solely to the period of Seller's ownership of the Property. This indemnification shall survive the Closing.
- 8.3 Purchaser represents and warrants to Seller, as of the date of this Agreement and without further writing as of the Closing that Purchaser is authorized and permitted to enter into this Agreement, to execute any documentation required, and to perform this Agreement, none of which conflicts with any provision of any law, rule or regulation applicable to Purchaser. This Agreement is a valid and binding obligation of Purchaser under its terms.

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8.4 All representations and warranties of Seller or Purchaser in this Agreement shall survive the Closing.

9. Damage or Condemnation.

- 9.1 In the event of any eminent domain or condemnation action before or on the Closing Date Seller shall immediately notify Purchaser and Purchaser may elect, in its sole discretion, to (a) terminate this Agreement, in which event neither party shall have any further liability under this Agreement except for those obligations which expressly survive the termination of this Agreement, or (b) proceed to Closing, whereupon at Closing Seller shall transfer the Property less any portion of the Property taken by eminent domain or condemnation or conveyed in lieu of condemnation. If Purchaser elects to close on the Closing Date, Seller shall assign to Purchaser, all of Seller's interest in any proceeds or awards that may thereafter be made for any taking or condemnation. The Purchase Price shall be reduced by any such proceeds or awards collected and retained by Seller before the Closing Date, provided, however, Seller shall not negotiate and agree to any settlement or payment without Purchaser's prior written approval, which shall not be unreasonably withheld or delayed.
- 9.2 If the Property suffers any damage or destruction before Closing, Purchaser may elect, at Purchaser's sole option, to: (a) proceed to Closing and take the Property subject to such damage or destruction and Seller shall assign any insurance proceeds to Purchaser (but only to the extent of Seller's rights in same) and Purchaser shall receive a credit at Closing in the amount of any deductible being carried under such insurance policy, or (b) terminate this Agreement in which event neither party shall have any further liability under this Agreement except for those obligations which expressly survive the termination of this Agreement.

10. Brokerage.

Each party represents and warrants to the other, as of the date of this Agreement and without further writing as of the Closing, there are no real estate agents or brokers involved that are owed a commission or finder's fee in connection with this transaction. Each party agrees to indemnify, defend, and hold harmless the other party regarding any claim made for any commission or finder's fee arising out of the warranting party's conduct. This Section 10 shall survive the Closing.

11. Default.

11.1 If this transaction does not close due to Purchaser's default or Purchaser is otherwise in default of its obligations under this Agreement, then Seller shall have the right, as its sole and exclusive remedy, to terminate this Agreement by written notice to Purchaser and upon such termination this Agreement shall be of no further force and effect and neither party shall have any further rights, duties, or obligations except regarding the provisions hereof which expressly

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survive the termination of this Agreement. Purchaser shall not be liable to Seller for any punitive, speculative, incidental, consequential or damages for loss of opportunity or lost profit if Purchaser's default occurs.

- 11.2 If this transaction is not closed due to a default of Seller or Seller is otherwise in default of its obligations under this Agreement, then Purchaser shall have the option of (i) terminating this Agreement by written notice to Seller, and neither party shall have any further liability under this Agreement, except for those obligations which expressly survive the termination of this Agreement, or (ii) enforcing this Agreement by specific performance, or (iii) Purchaser shall have all rights and remedies at law and in equity if any intentional default by Seller occurs that renders specific performance unavailable.
- 11.3 Before exercising any remedy under this Agreement, the non-defaulting party shall provide notice to the defaulting party and the defaulting party shall have three (3) days to cure such default.
- 11.4 In addition to the above, the Parties acknowledge that the Village of Homewood is selling the Property to the Purchaser for below market value based upon the Purchaser's representation that it will open a restaurant on the site within 18 months after the Effective Date. At closing the Purchaser shall execute and deliver to the Village a reverter deed (Exhibit E). The Village shall have the right to record the reverter deed if there is a default in any of the terms of this agreement by the Purchaser at any time or if the Purchaser cannot or does not complete rehabilitation of the Property in accordance with the documentation, plans, and approvals listed in paragraph 6.5 above within 18 months of the Effective Date. In addition, failure to comply with the institutional controls mandated by the IEPA for the site shall also constitute a default. So long as the Purchaser is not in default and has completed the improvements and rehabilitated the property in strict accordance with the documentation, plans, and approvals listed in paragraph 6.5 above, the Village shall return the reverter deed to the Purchaser 18 months from the closing date, or sooner if the Purchaser opens the restaurant in less than 18 months. At closing the Parties also shall execute a memorandum of agreement (Exhibit F). The provisions and obligations of this paragraph shall survive the closing.

12. Notices.

All notices permitted or required under this Agreement may be made by a party or the party' attorney to the other party or the other party's attorney and shall be in writing and shall be served by one of these methods: (a) hand delivery, or (b) deposit thereof with Federal Express or other nationally recognized overnight delivery service for next day delivery, or (c) by facsimile transmission, or (d) by email transmission. All

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notices shall be addressed to the parties to whom such notices are intended as set forth below:

If to Seller: with a copy to:

Village of Homewood Christopher J. Cummings

2020 Chestnut Road Village Attorney

Homewood, IL 60430 2024 Hickory Road, #205 Attention: Village Manager Homewood, IL 60430

If to Purchaser:

With a copy to:

Either party may change its address by giving notice to the other under this Section. Notice sent by an attorney on behalf of their client shall be deemed proper notice from the party. Notice personally delivered shall be effective on the date of delivery. Notices sent by a nationally recognized overnight courier shall be effective on the date of delivery as indicated by the carrier's on-line record. Notice sent by facsimile shall be effective on the date of delivery during the hours of 8a.m. to 6p.m. CST, Monday through Friday, with proof of successful transmission which shall be retained by the sender. Notice sent by email shall be effective on the date of delivery during the hours of 8:00 a.m. to 6:00 p.m. CST, Monday through Friday.

13. Miscellaneous.

- 13.1 Section Headings. The Section headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language thereof.
- 13.2 Entire Agreement. All previous negotiations and agreements between the parties, regarding the transaction set forth herein, are merged in this instrument which alone fully and completely expresses the parties' rights and obligations. This Agreement is the entire agreement between the parties regarding the Property and supersedes any other prior agreements and understandings, whether written or oral, formal or informal.
- 13.3 Governing Law. This Agreement shall be governed by the internal laws of the State of Illinois without reference to its conflict of law provisions.

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13.4 Invalidity of Terms. If any term or provision of this Agreement is held illegal, invalid or unenforceable as a matter of law, the remaining terms and

provisions of this Agreement shall not be affected, but each such term and provision shall be valid and shall remain in full force.

- 13.5 Time/Dates. Time is of the essence of this Agreement. If any date in this Agreement for the delivery of any document or the happening of any event should, under the terms hereof, fall on a weekend or holiday, then such date shall be automatically extended to the next succeeding weekday that is not a holiday.
- 13.6 Dispute/Attorney's Fees. If a dispute arises between the parties regarding the enforcement of either party's obligations contained herein, the prevailing party shall be entitled to reimbursement of its reasonable attorney's fees, court costs, and expenses incurred in connection therewith. This Section 13.6 shall survive the early termination or closing of this transaction.
- 13.7 Amendment. This Agreement may be amended, modified or terminated only by a written instrument executed by Seller and Purchaser.
- 13.8 Termination at Closing. Except as expressly provided for herein, the provisions of this Agreement shall terminate with the Closing and shall be of no further force or effect.
- 13.9 Waiver of Rights. No right under this Agreement may be waived, except by written instrument executed by the party waiving such right. No waiver of any breach of any provision in this Agreement shall be deemed a waiver of any preceding or succeeding breach of that provision or of any other provision in this Agreement. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.
- 13.10 Assignment. Purchaser may assign this Agreement to any assignee or single purpose entity; provided that: (i) such assignee shall expressly assume all of Purchaser's obligations; and (ii) Purchaser shall provide Seller with written notice of such assignment.
- 13.11 1031 Exchange. At either party's option and at no loss, cost, liability, or expense to the other party, both parties agree to cooperate with one another in closing this transaction as a like-kind exchange under Section 1031 of the Internal Revenue Code, provided that (a) no party making such accommodation shall be required to acquire any substitute property, (b) such exchange shall not affect the representations, warranties, liabilities and obligations of the parties to each other under this Agreement, (c) no party making such accommodation shall incur any additional cost, expense or liability in connection with such exchange (other than expenses of reviewing and executing documents required in connection with

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such exchange), and (d) no dates in this Agreement will be extended as a result thereof. Each party's right, title and interest under this Agreement, but not its obligations, shall be assignable to a "Qualified Intermediary" of its choice. For purposes of this Agreement, the term "Qualified Intermediary" shall have the same meaning as that found in Section 1.103(k)-(g)(4)(iii), Income Tax Regulations.

13.12 Binding Agreement. Purchaser and Seller acknowledge and agree that they intend this Agreement to be a binding and enforceable agreement, subject to the terms set forth herein, and each party waives any right to hereafter challenge the enforceability of this Agreement because the inspection and due diligence contingencies in this Agreement are not sufficient consideration to make this Agreement a valid contract. Purchaser agrees to use its good faith efforts to perform its due diligence activities regarding the Property. Seller agrees that Purchaser's due diligence efforts will require Purchaser to expend significant time and money, and that the expenditure of such time and money by Purchaser constitutes sufficient consideration to Seller for Seller granting Purchaser the time set forth in this Agreement to investigate and resolve all of its contingencies and agreeing to be bound by this Agreement.

13.13. Counterpart Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute the same Agreement. Any counterparts of this Agreement and any subsequent amendments may be executed and delivered by any party by email transmission in portable document format "(PDF") and any document so executed and delivered shall be considered an original for all purposes

14. Confidentiality.

14.1 Either party (the "Providing Party") may provide the other party (the "Receiving Party") with confidential or proprietary information, including intended future use site plans and identification of proposed future users, whether disclosed orally, in writing or upon inspection of documents or other tangible property (such information, together with any documents or records prepared by the Providing Party or Receiving Party or any of its affiliates, which contain or otherwise reflect or are generated from such information, the "Confidential Information"). The term "Confidential Information" shall not include information that (i) is or becomes generally available to the public other than because of a disclosure by the Receiving Party; (ii) is specifically permitted in writing by the Providing Party, before any disclosure by the Receiving Party, to be so disclosed; or (iii) is disclosed in compliance with the requirements of any law, subpoena or administrative, regulatory or judicial process (provided that, to the extent reasonably feasible under the circumstances, prior written notice of

such disclosure is furnished to the other party Providing Party to afford the Providing Party an opportunity to seek a protective order).

- 14.2 The Receiving Party's review and inspection of the Confidential Information shall be undertaken solely to evaluate the transaction contemplated herein. The Receiving Party shall use the Confidential Information solely for such purpose. Except as specifically provided, the Receiving Party shall not disclose, and shall use reasonable efforts to prevent any other person or entity from disclosing, any Confidential Information to any other party without the Providing Party's prior written consent; provided, however, that the Receiving Party may share Confidential Information with its advisors, consultants, attorneys, investors, accountants and lenders in connection with evaluating and financing the transaction contemplated.
- 14.3 If the Closing does not occur, the Receiving Party shall promptly deliver to the Providing Party or destroy all documents furnished by the Providing Party constituting Confidential Information.
- 14.4 Notwithstanding the foregoing, the parties acknowledge that Seller is a public body subject to the Illinois Freedom of Information Act (FOIA). If the Seller receives a FOIA request, Seller shall have the sole authority to determine what records concerning this transaction, if any, are responsive to the FOIA request and shall be tendered to the requestor. If Purchaser provides Seller with information, documents, or data it believes to be proprietary, privileged, or confidential as defined by Section 7, paragraph (1)(g) of the FOIA (5 ILCS 140/7(1)(g)), it shall identify them as such when tendered to the Seller.

15. Exclusivity.

Seller acknowledges that Purchaser will expend substantial time, effort and resources to consummate the transaction contemplated by this Agreement. In consideration of such effort, unless this Agreement is terminated, during the period from the Effective Date until the Closing Date (the "Exclusivity Period"), Seller shall not (and shall cause its affiliated and associated entities, and its and its affiliated and associated companies' principals, officers, directors, managers, members, employees, agents, brokers and representatives and any other person acting for it or them, not to) enter into any agreement or discussion with any other party regarding, or solicit or entertain proposals for or about the sale or lease of any part of the Property or any other transactions or negotiations that would prohibit or adversely affect the sale of the Property to Purchaser or any other aspect of the transaction contemplated.

(Signatures on next page)

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date of mutual execution and delivery.

Purchaser	Seller
	Village of Homewood
By:	<u> </u>
Its:	Richard A. Hofeld Village President
Date:	Date:

EXHIBIT A - Legal Description

LOTS 11 AND 12 IN BLOCK 5 IN VILLAGE OF THORNTON STATION A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Index Number: 29-31-315-014-0000

Common address: 2124 183rd Street, Homewood, Illinois 60430

EXHIBIT B - Due Diligence Materials

- 1. A copy of any leases for the Property and all schedules, exhibits, riders, amendments, guaranties and memorandums of lease related thereto.
- 2. A copy of all vendor, property management and third-party agreements or contracts for the Property, including any maintenance agreements.
- 3. A copy of any and all environmental reports from Seller or its predecessor, in Seller's possession, including, but not limited to, any existing phase I environmental site assessments reports, Phase II reports, asbestos reports, asbestos correspondence, and any other environmental reports, and correspondence with any governmental agencies relating to the Property.
 - 4. Copies of any surveys of the Property.
- 5. Copies of any soils reports or geotechnical reports, and engineering studies, if any.
- 6. Copy of Seller's owner's title policy and any current title commitments for the Property and all recorded title documents referenced therein.
- 7. Copies of any plats or proposed plats related to the subdivision or consolidation of the Property and surrounding parcels.
 - 8. Copies of the current real estate tax bills for the Property.
- 9. Copies of any declarations, reciprocal easement agreements, development agreements, easement agreements, use restrictions, deed restrictions, rights of first refusal, property owner's association documents, property owner's rules and regulations, bylaws and articles of organization.

EXHIBIT C - Redevelopment Map from TriCore Environmental, LLC

EXHIBIT D - Property Owner Summary Form

EXHIBIT E - Reverter Deed

no/100 DOLLARS, and other good and valuable considerations in hand paid, and under authority given by its duly authorized manager or members, CONVEYS and QUITCLAIMS to **the Village of Homewood**, a municipal corporation, Homewood, Cook County, Illinois, all interest in the following real estate in Cook County, Illinois:

LOTS 11 AND 12 IN BLOCK 5 IN VILLAGE OF THORNTON STATION A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Index Number: 29-31-315-014-0000

Common address: 2124 183rd Street, Homewood, Illinois 60430

Subject to:

- 1. General taxes not yet due.
- 2. Building and zoning laws and ordinances.
- 3. Other covenants, conditions and restrictions of record, which do not affect merchantability of title, or permitted uses under existing building codes and zoning laws and ordinances.
- 4. Public and utility easements, roads, highways and roadway easements, if any, provided said easements, roads, highways, and roadway easements are shown on the survey of the Property.
- 5. Rights-of-way of drainage tiles, ditches, laterals and feeders, provided, same are shown on the survey of the Property.
- 6. Easements, setback lines and other matters shown on the plat of consolidation.

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	Dated this	day of		, 2024.	
	d, and has caused	l its name to l	e signed to	as caused its official c	
ns this	day of	, and allested	2024.	, its	
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	Printed Name:		Title:		
	A				
tt	test:			_	
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Title					
STA	TE OF ILLINOIS)		
)		
COU	NTY OF COOK)		
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				TARY PUBLIC	
Villag				opher J. Cummings, V 205, Homewood IL 60	
	Mail Recorded	Deed to:		Send subsequent ta	ax bills to:

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EXHIBIT F - Memorandum of Agreement

MEMORANDUM OF AGREEMENT

On	_, 2024, the VILLAGE OF HOMEWOOD, Cook County,
Illinois ("VILLAGE"), and $_$	LLC, an Illinois limited liability
company (the "DEVELOPER"	"), entered into a contract for the sale and redevelopment
covering the following prope	rty:

LOTS 11 AND 12 IN BLOCK 5 IN VILLAGE OF THORNTON STATION A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Index Number: 29-31-315-014-0000

Common address: 2124 183rd Street, Homewood, Illinois 60430

The agreement provided for transfer of the said property from VILLAGE to DEVELOPER, construction of improvements by DEVELOPER on the property, and retransfer of the Property to the VILLAGE upon default by the DEVELOPER. See the Agreement for specific details.

Developer		Seller
	, LLC	Village of Homewood
By:		Ву:
Name:		Richard A. Hofeld
Title: Manager		Village President
Date:		Date:

This document prepared by and return to: Christopher J. Cummings, Christopher J. Cummings, P.C., 2024 Hickory Rd., Suite 205, Homewood IL 60430.



PERMIT REQUIREMENTS DATE: May 21, 2024

Project: 2124 183rd Street

Attendees:

Village of Homewood

Terrence Acquah	Assistant Village Manager
Joshua Burman	Assistant Director of Public Works
Bob Grabowski	Fire Chief
Napoleon Haney	Village Manager
Dennis Johnson	Chief Building Inspector
Max Massi	Village Engineer
Angela Mesaros	Director of Economic and Community Development
John Schaefer	Director of Public Works
Noah Schumerth	Assistant Director of Economic and Community Development
Amy Zukowski	Finance Director

PROJECT DESCRIPTION:

Animesh (Andy) Kumar of Ultra Energy Group LLC has an interest in the purchase and rehabilitation of the property at 2124 183rd Street, a former Citgo gas station now owned by the Village. The property is a vacant one-story commercial structure with parking. Village Staff met to discuss the requirements for redevelopment of the property.

PERMIT REQUIREMENTS:

- 1. No Further Remediation (NFR) Letter the following restrictions will be part of the NFR:
 - a. Limited to industrial/commercial land use.
 - b. No installation or use of a private water well.
 - c. Construction worker safety caution.
 - d. Any soil or groundwater removed from the site must be profiled and disposed of at a permitted disposal or recycling facility.
 - e. Any buildings must be completely slab-on-grade or have a full concrete basement with no sumps.
 - f. The area shown on the attached map (the engineered barrier area hatched in the southern portion of the site) must be paved, whether concrete or asphalt.
- 2. Grease Interceptor required for a restaurant with the following details:
 - a. Requires a Thorn Creek Sanitary Basin District connection permit. Contact: Jeremy Stubbs, 708-754-0525 x.14.
 - b. Per the Municipal Code Sec. 42-177, grease interceptors shall be provided when, in the opinion of the public works director, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts. All interceptors shall be of a type and capacity approved by the public works director and shall be located as to be readily and easily accessible for cleaning and inspection.

- 3. The <u>parking lot</u> must be replaced and restriped to meet zoning and ADA accessibility standards, Section 44-05-02:
 - https://library.municode.com/il/homewood/codes/code of ordinances?nodeId=COOR CH44Z O ARTVDEST S44-05-02OREPAST
- 4. <u>Stormwater Detention</u> is required on-site per the Village Code.
- 5. <u>Dedication of Right-of-way:</u> Six feet (or more) of right-of-way along 183rd must be dedicated to the Village to provide a sidewalk.
- Lighting must comply with zoning ordinance standards, Section 44-05-12: https://library.municode.com/il/homewood/codes/code_of_ordinances?nodeId=COOR_CH44Z

 O ARTVDEST S44-05-12OULI
- 7. <u>Landscaping</u> must meet zoning ordinance standards, Section 44-05-06: <u>https://library.municode.com/il/homewood/codes/code_of_ordinances?nodeId=COOR_CH44Z</u>
 O_ARTVDEST_S44-05-06LARE
- 8. New <u>curbs</u> are required on 183rd Street if driveway entrances are eliminated.
- 9. A new driveway entrance may be required.
- 10. Building permits require a full set of architectural plans
- 11. <u>Appearance Review</u> the Appearance Commission meets the first Thursday of each month at 6:00 p.m. Applications are available on the village website: https://www.village.homewood.il.us/home/showpublisheddocument/3512/6380894065203000 00
- 12. Site Plan Review Staff Committee review with Planning & Zoning Commission approval.
- 13. <u>Signs</u> require a permit and compliance with Chapter 30 of the Code of Ordinances: https://library.municode.com/il/homewood/codes/code of ordinances?nodeId=COOR_CH30SI S30-1DE
- 14. Fire alarms
- 15. Fire suppression for kitchen
- 16. <u>Business License</u>: Applications are available through the Village's website: https://www.village.homewood.il.us/how-do-i/apply-for/business-licensing
- 17. Security Cameras inside + outside
- 18. The existing <u>sanitary service line</u> will need to be televised by the owner/contractor and a DVD of the televising given to the Department of Public Works to evaluate the condition of this line for re-use.

RESOLUTION NO. R-3186

A RESOLUTION SUPPORTING CLASS 8 STATUS UNDER THE COOK COUNTY REAL PROPERTY ASSESSMENT CLASSIFICATION ORDINANCE FOR REAL ESTATE AT 2124 183rd STREET, HOMEWOOD, COOK COUNTY, ILLINOIS

WHEREAS, the Village of Homewood desires to promote the development of commercial property within the village; and

WHEREAS, the Cook County Assessor is operating under an ordinance enacted by the Cook County Board of Commissioners, instituting a program to encourage commercial development in Cook County known as the Cook County Real Property Assessment Classification Ordinance; and

WHEREAS, the property described below is located within Thornton Township, one of five townships targeted by the South Suburban Tax Reactivation Pilot Program, and is eligible for the Class 8 incentive without any application for certification of the area; and

WHEREAS, pursuant to the Cook County Real Property Assessment Classification Ordinance, real estate used primarily for industrial or commercial purposes that is newly constructed, substantially rehabilitated, or found abandoned and located in one of the townships targeted under the South Suburban Tax Reactivation Program may qualify for the Class 8 incentive; and

WHEREAS, Animesh (Andy) Kumar, is under contract to purchase the property at 2124 183rd Street, Homewood, Cook County, Illinois, legally described in the attached Exhibit A; and

WHEREAS, the subject property has been vacant for longer than 24 continuous months; and

WHEREAS, the Applicant has applied for a Class 8 real estate tax incentive and has demonstrated to this Board that the incentive is necessary for the continued development and growth of the property.

WHEREAS, the acquisition and revitalization of the property is not economically feasible without this incentive.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HOMEWOOD, COOK COUNTY, ILLINOIS:

1. The above recitations are incorporated herein as if fully restated.

- 2. The Board of Trustees of the Village of Homewood supports and consents to the application to have the property described in Exhibit A declared eligible for the Class 8 real estate tax incentive, in that the incentive is necessary for continued development and growth of the property.
- 3. The proposed project is consistent with the overall plan for the area.
- 4. The President, Village Clerk, and other appropriate Village of Homewood officials are hereby authorized to sign any necessary documents to implement this resolution.

This resolu	ition passed this 11	th day of June 2024.		
ATTEST:			Village President	
Vil	llage Clerk			
AYFS:	NAYS:	A BSTENTIONS:	ABSENCES:	

EXHIBIT A

Legal Description:

Lot 11 and Lot 12 in Block 5 in Thornton Station in the Southeast ¼ of the Southwest ¼ of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property Index Number: 29-31-315-014-0000.

Common Address: 2124 183rd Street, Homewood, Illinois 60430.



BOARD AGENDA MEMORANDUM

DATE OF MEETING: June 11, 2024

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Angela Mesaros, Director of Economic and Community Development

Topic: Economic Development Incentives – 2059 Ridge Road, The Ridgewood

PURPOSE

The Village Board recently approved a redevelopment agreement with the mixed-use commercial/residential building owner at 2059 Ridge Road, R. Scott Donkel. Mr. Donkel is in the process of completing a major renovation of the entire building including The Ridgewood (formerly Ridgewood Tap) on the first floor. Before finalizing the agreement with signatures, the document must be revised to include the correct name of the building owner.

PROCESS

At the May 14, 2024 meeting, the Village Board approved a redevelopment agreement (RDA) to provide \$56,240 to assist with the commercial build-out and structural renovations to the building and property. As staff reviewed the Ridgewood RDA for signatures, it was noted that the building owner was listed as "R. Scott Donkel, LLC" on the RDA; however, the correct building owner is "2059 Ridge Road, LLC." Since the Village's redevelopment agreements are generally with the building owner, the RDA document must be revised to list the correct LLC name for the building owner. The revised redevelopment agreement requires Village Board approval.

OUTCOME

The redevelopment agreement allows a new owner to renovate a long-established business in downtown Homewood. This establishment will bring in additional foot traffic and add to the vitality of the downtown. The incentive amount is comparable to recent incentives given to restaurants.

FINANCIAL IMPACT

- Funding Source: General Fund (Assigned Fund Balance for Non-TIF Incentives)
 This property is located within the Downtown TOD TIF District. TIF increment may be used to pay back the General Fund as the increment becomes available.
- Total Incentive Amount: \$56,240.00

LEGAL REVIEW

Completed

Item 10. H.



RECOMMENDED BOARD ACTION

Approve a resolution authorizing the Village President to enter into an amended redevelopment agreement with 2059 Ridge Road, LLC to reimburse eligible expenses for the renovation of the building at 2059 Ridge Road.

ATTACHMENT(S)

- Resolution
- Redevelopment Agreement

RESOLUTION NO. R-3187

A RESOLUTION RESCINDING APPROVAL OF A REDEVELOPMENT AGREEMENT WITH R. SCOTT DONKEL, LLC AND APPROVING A REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF HOMEWOOD AND 2059 RIDGE ROAD, LLC FOR PROPERTY AT 2059 RIDGE ROAD IN THE VILLAGE OF HOMEWOOD DOWNTOWN TOD REDEVELOPMENT PROJECT AREA

WHEREAS, Section 11-74.4-4 of the Illinois Municipal Code (65 ILCS 5/11-74.4-4) authorizes a municipality to contract with a property owner to renovate or rehabilitate an existing stricture within a redevelopment project area; and

WHEREAS, Section 8-1-2.5 of the Illinois Municipal Code (65 ILCS 5/8-1-2.5) authorizes municipalities to appropriate and expend funds for economic development purposes, including, without limitation, making grants to any other governmental entity or commercial enterprise deemed necessary or desirable for the promotion of economic development within the municipality; and

WHEREAS, the Village Board at its May 14, 2024 meeting approved Resolution R-3184 authorizing the Village President to sign a redevelopment agreement for the property at 2059 Ridge Road that incorrectly identified the property owner as "R. Scott Donkel, LLC"; and

WHEREAS, the property owner, 2059 Ridge Road, LLC has submitted a request to be partially reimbursed for the cost to renovate the property at 2059 Ridge Road; and

WHEREAS, the President and Board of Trustees of the Village of Homewood find it to be in the Village's best interest to rescind approval of Resolution R-3184 and enter into the redevelopment agreement with 2059 Ridge Road LLC attached as Exhibit A in furtherance of the goals of the Downtown TOD Redevelopment Plan and Project.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Homewood:

SECTION ONE - REPEAL OF REDEVELOPMENT AGREEMENT - R. SCOTT DONKEL LLC:

The Village Board's approval of Resolution R-3184 on May 14, 2024 authorizing a redevelopment agreement with R. Scott Donkel LLC is hereby rescinded.

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SECTION TWO - APPROVAL OF REDEVELOPMENT AGREEMENT - 2059 RIDGE ROAD, LLC:

The redevelopment agreement with 2059 Ridge Road, LLC attached as Exhibit A to this resolution is approved and the Village President is authorized to execute the same on behalf of the Village.

SECTION THREE - EFFECTIVE DATE:

This resolution shall be in full force after its passage, approval, and publication in accordance with the law.

 Village President

 ATTEST:

 Village Clerk

 AYES: _____ NAYS: ____ ABSTENTIONS: ____ ABSENCES: ____

EXHIBIT A - REDEVELOPMENT AGREEMENT 2059 RIDGE ROAD HOMEWOOD, ILLINOIS

AGREEMENT TO REIMBURSE ELIGIBLE EXPENSES TO REHABILITATE COMMERCIAL PROPERTY LOCATED AT 2059 RIDGE ROAD IN THE DOWNTOWN TOD TAX INCREMENT FINANCING DISTRICT IN THE VILLAGE OF HOMEWOOD, ILLINOIS

This Agreement is made and entered on June 11, 2024, between 2059 Ridge Road, LLC ("Building Owner") and the Village of Homewood, an Illinois municipal corporation ("Village").

WHEREAS, Building Owner has requested financial assistance from the Village for improvements to an existing mixed-use commercial/residential building within the village's B-1 Central Business District; and

WHEREAS, the Building Owner has obtained bids with the lowest bids for structural repair, new water main, updates to the signage, improvements to the patio and parking lot, totaling \$112,481; and

WHEREAS, the Village is desirous of having the Building Owner update the property, thereby enhancing the economic viability of the village and promoting public health and safety; and

WHEREAS, the Building Owner represents and warrants that without financial assistance from the Village, the Project as contemplated would not be economically feasible; and

WHEREAS, Section 8-1-2.5 of the Illinois Municipal Code (65 ILCS 5/8-1-2.5) authorizes municipalities to appropriate and expend funds for economic development purposes, including, without limitation, making grants to any other governmental entity or commercial enterprise deemed necessary or desirable for the promotion of economic development within the municipality; and

WHEREAS, Section 11-74.4-4 of the Illinois Municipal Code (65 ILCS 5/11-74.4-4) authorizes a municipality to enter into a contract with a property owner to renovate or rehabilitate an existing stricture within a redevelopment project area.

NOW, THEREFORE, in exchange for the mutual promises and considerations set forth herein, the Building Owner and Village agree as follows:

1. As authorized by the President and Board of Trustees of the Village of Homewood on June 11, 2024, and subject to the terms of this Agreement, the Village of Homewood agrees to reimburse the Building Owner for the cost of certain rehabilitation work to be undertaken on the building commonly known as 2059 Ridge Road, Homewood, Illinois ("Property"), located in the B-1 Central Business District as defined by the Homewood Zoning Ordinance. The legal description of the Property is attached as Exhibit A to this Agreement.

- 2. The work eligible for reimbursement ("Work") is described in Exhibit B to this Agreement. Building Owner has supporting bids for repairs/renovations to the property totaling \$112,481. The Village agrees to reimburse Building Owner \$56,240, representing fifty percent (50%) of the cost of said Work.
- 3. Building Owner shall be responsible for executing all contracts in connection with said Work and ensuring that the Work is completed in accordance with said contracts. The Building Owner shall furnish the Village with copies of all contracts for said Work. All Work shall comply with all local codes.
- 4. Within sixty (60) days of the completion of the Work contemplated under this agreement, the Building Owner shall submit a written reimbursement request to the Village's Community Development Department along with the following documentation:
- A. Copies of cancelled check(s) or other evidence that Building Owner has paid for the Work;
- B. Lien waivers from all general contractors, subcontractors, and materialmen who provided services or materials for the Work.
- 5. Failure to submit a written reimbursement request within sixty (60) days of the completion of the Work contemplated under this agreement shall be grounds for the Village to deny reimbursement. Building Owner's failure to submit a reimbursement request shall not constitute a default under this Agreement.
- 6. Changes, additions, revisions or deletions to the plans and/or construction documents originally submitted to the Village must be approved by the Village in writing. The Village will review such proposed changes within a reasonable time. However, the Village assumes no responsibility for any delay or additional cost incurred because of this requirement. Final construction shall comply with the approved plans.
- 7. Building Owner shall not be entitled to reimbursement from the Village under this Agreement if the final construction deviates from the previously approved plans and/or does not comply with all local codes.
- 8. Building Owner shall allow Village inspectors reasonable access to the Property to determine that the Work complies with the approved plans and local codes.
- 9. Building Owner shall require all contractors performing the Work to provide worker's compensation and liability insurance in amounts satisfactory to the Village, naming the Village and the Building Owner as additional insured.
- 10. Building Owner agrees to comply with all Federal, State, and local laws and regulations. Building Owner also agrees that it will notify all contractors and subcontractors of their obligation to comply with the Prevailing Wage Act if applicable.
- 11. Building Owner shall require each contractor to indemnify and hold the Village harmless from all claims arising out of this Agreement resulting from the

Building Owner's or contractor's negligence, including claims for personal injury, wrongful death and property damage. Building Owner agrees to indemnify and hold the Village harmless from all such claims arising out of this Agreement resulting from the Building Owner's negligence or willful and wanton conduct.

- 12. Building Owner hereby agrees to complete Work within twelve (12) months of the execution of this agreement. Failure to complete said Work shall constitute a default under this Agreement.
- 13. Upon completion of the Work, the Building Owner hereby agrees to maintain the subject property, including landscaping, in compliance with all applicable Village codes. Failure to comply with Village codes constitutes a default under this Agreement.
- 14. Should either party be in default under this Agreement, the non-defaulting party shall give written notice of such default by certified mail with postage prepaid, or by personal delivery. Notice by certified mail shall be considered given when deposited in the United States mail. Should such default remain uncured twenty-one (21) days after the giving of such notice, the non-defaulting party shall have the right to terminate this Agreement by giving written notice of such termination in the same manner and under the same terms as the notice of default. Either party may also seek to enforce its rights under this Agreement as authorized by law.
- 15. Should either party initiate litigation against the other to enforce the terms of this Agreement, the successful litigant shall be entitled to recover court costs and reasonable attorney fees.
- 16. If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.
- 17. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
- 18. This Agreement does not constitute a general obligation of the Village and Building Owner acknowledges that the Village has no obligation hereunder to make any payments to Building Owner from any funds other than the Downtown TOD Special Tax Allocation Fund.
- 19. In the event of a conflict in the provisions of the text of this Agreement and the exhibits attached hereto, the text of the Agreement shall control and govern.
- 20. Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or

be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

- 21. A Memorandum of this Agreement substantially similar to Exhibit C shall be recorded by the Village and shall be binding on the Building Owner.
 - 22. Notices under this Agreement shall be sent as follows:

To the Village:

Village Manager Village of Homewood 2020 Chestnut Rd. Homewood IL 60430

To the Building Owner:

2059 Ridge Road, LLC 1126 Dartmouth Road Flossmoor, IL 60422 With a copy to:

Christopher J. Cummings Village Attorney 2024 Hickory Rd., Suite 205 Homewood IL 60430 **With a copy to:**

23. Building Owner shall return three (3) signed copies of this agreement to the Community Development Department within thirty (30) days of receipt. The Village reserves the right to rescind this Agreement if Building Owner fails to return the signed Agreements as specified.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the above day and date.

VILLAGE OF HOMEWOOD	Building Owner
By:Village President	By: 2059 Ridge Road, LLC, an Illinois Limited Liability Company
ATTEST:	Signed and sworn to before me on, 2024
Village Clerk	Notary Public

EXHIBIT A

Legal Description:

Lot 1 in Homewood Improvement Corporation Resubdivision of Lots 1, 2, and 3 in Block "A" in the Village of Hartford (now called Homewood) a Subdivision of the Northeast Quarter of the Southwest Quarter of Section 31, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 2059 Ridge Road, Homewood, Illinois 60430

PIN: 29-31-310-017-0000

EXHIBIT B

Description of Work	Cost
Structural Repairs	\$43,463
Water Main Replacement	\$23,500
Signage	\$11,518
Back patio and parking lot repair and renovation	\$34,000
TOTAL	\$112,481

MEMORANDUM OF AGREEMENT

(EXHIBIT C)

On June 11, 2024, the VILLAGE OF HOMEWOOD, Cook County, Illinois ("VILLAGE") and 2059 Ridge Road, LLC ("BUILDING OWNER"), entered into a Redevelopment Agreement covering the following property:

Lot 1 in Homewood Improvement

Legal Description: Corporation Resubdivision of Lots 1, 2, and

3 in Block "A" in the Village of Hartford (now called Homewood) a Subdivision of the Northeast Quarter of the Southwest Quarter of Section 31, Township 36 North,

Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent index number: 29-31-310-017-0000

Address of Real Estate: 2059 Ridge Road, Homewood, Illinois 60430

The Agreement provides for reimbursement of certain eligible redevelopment costs concerning the subject property and imposes duties and obligations on the Village and the Building Owner. See the Agreement for details..

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VILLAGE OF HOMEWOOD	2059 Ridge Road, LLC
By:	Ву:
Richard A. Hofeld, Village President	R. Scott Donkel, Owner
Signed and sworn to before me by Richard A. Hofeld on, 2024.	Signed and sworn to before me by R. Scott Donkel on, 2024.
Notary Public	Notary Public

This document prepared by and return to: Christopher J. Cummings, Village Attorney, Village of Homewood, 2024 Hickory Rd., Suite 205, Homewood IL 60430



BOARD AGENDA MEMORANDUM

DATE OF MEETING: June 11, 2024

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Angela Mesaros, Director of Economic and Community Development

Topic: Results of Alternate Bids Solicitation - Sale of Village Owned Property at 2018-2020 Ridge

Road

PURPOSE

Grace Yan Cui, Chicago Investment Group (CIG) 2018 Homewood LLC, submitted a proposal to purchase and renovate the property at 2018-2020 Ridge Road. The property is vacant and owned by the Village. The proposal involves the renovation and interior build-out of the existing commercial building into a Mongolian Barbecue restaurant.

PROCESS

Because the property is in the Downtown TOD TIF District; and, the Village proposes to sell the property for the nominal consideration of \$1.00, Illinois state law requires that the Village first provide a reasonable opportunity for any other person/entity to submit an alternate proposal or bid for the sale and development of this property. During the May 14, 2024, Village Board meeting, the Board passed Ordinance M-2294 directing the Village Manager to solicit alternate bids and proposals for the development of the property. The solicitation for alternate bids was published in the Daily Southtown on May 16, 2024. The proposed development plan and solicitation for alternative bids and proposals were made available at the Village Hall and on the Village website since May 16, 2024. In addition, the Village posted the solicitation on all of its social media forums on May 22, 2024, and June 5, 2024.

OUTCOME

Village staff received several inquiries about the property through telephone calls and emails. Conversations about the property included casual inquiries of people suggesting business-type uses that were not permitted by the Zoning Code in the B-1 Central Commercial District (i.e., animal rescue and consulting services). There were other inquiries from people who self-admitted that they did not have the resources to remodel the building to the extent required (i.e., bakery, café).

The deadline for submitting alternate bids is June 11, 2024, at 5:00 p.m. As of Friday, June 7, 2024, the Village has not received any alternate bids or proposals.



If no alternate bids or proposals are submitted by the deadline, staff recommends that the Village Board authorizes staff to negotiate a purchase and sale agreement (PSA) and a redevelopment agreement (RDA) with Grace Yan Cui, Chicago Investment Group (CIG) 2018 Homewood LLC. The PSA and RDA will be agendized for consideration at a future board meeting.

FINANCIAL IMPACT

Funding Source: No Financial Impact

Budgeted Amount: N/A

Cost: \$0

LEGAL REVIEW

Completed

RECOMMENDED BOARD ACTION

If the Village does not receive alternate bids or proposals by June 11, 2024, at 5:00 p.m., staff is authorized to negotiate a purchase and sale agreement (PSA) and redevelopment agreement (RDA) with Grace Yan Cui, Chicago Investment Group (CIG) 2018 Homewood LLC for consideration at a future Board meeting. If an alternate proposal is received by the deadline, staff is directed to evaluate the alternate proposal and share the findings of all submissions to the Village Board at a future date.

ATTACHMENT(S)

Publication - Daily Southtown on May 16, 2024

LEGAL NOTICE

VILLAGE OF HOMEWOOD

SOLICITATION OF ALTERNATE BIDS AND PROPOSALS FOR THE SALE AND DEVELOPMENT OF PROPERTY IN A TAX INCREMENT REDEVELOPMENT PROJECT AREA

Notice is hereby given that the Village of Homewood is soliciting bids and proposals for the sale and development of the following described municipally owned property within the Downtown TOD Redevelopment Project Area:

Lot 5 in Block "E" in the Village of Homewood (formerly Hartford), a subdivision of the Northeast ¼ of the Southwest ¼ of Section 31, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel Identification No. 29-31-308-004-0000

Common Address: 2020 Ridge Road, Homewood, IL.

Grace Yan Cui, CIG (Chicago Investment Group) 2018 Homewood LLC, proposes to purchase the property from the Village for \$1.00 and renovate the existing commercial building into a restaurant.

Copies of the entire proposal are available for public review in the Village Clerk's office at the Homewood Village Hall, 2020 Chestnut Road, Monday through Friday, 8:00 a.m. to 5:00 p.m., and on the village website:

https://www.village.homewood.il.us/Home/Components/RFP/RFP/30/79

Alternate proposals must be received at the Village Clerk's office in the Homewood Village Hall, 2020 Chestnut Road, Homewood, Illinois, by 5:00 p.m. on Tuesday, June 11, 2024. All such proposals will be publicly opened and read at the Village Board meeting beginning at 7:00 p.m. on June 11, 2024.

Persons with questions may contact Director of Economic & Community Development Angela Mesaros at (708) 206-3387 or amesaros@homewoodil.gov.

Marilyn Thomas, Village Clerk