

# MEETING AGENDA



## Board of Trustees Meeting

Village of Homewood

February 24, 2026

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](mailto: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
3. Roll Call
4. Introduction of Staff
5. Minutes: Consider a motion to approve the following minutes:
  - A. from the public hearing held on February 10, 2026.
  - B. from the regular meeting of the Board of Trustees held on February 10, 2026,
6. Claims List:

Consider a motion to approve the Claims List of Tuesday, February 24, 2026 in the amount of \$152,857.23.
7. Appointment(s):

Appointment/Ethics Commission/Thomas Hamilton, Jr.: Approve the appointment of Thomas Hamilton, Jr. to the Ethics Commission for a three-year term ending on February 24, 2029.
8. Hear from the Audience
9. Acceptance of Alternate Proposals
  - A. Alternate Proposals/1313 - 1351 175th Street: Accept Alternate proposals received for the redevelopment of 1313 - 1351 175th Street; and, direct the Village Manager to evaluate the proposals and present the results at a future Board meeting.
  - B. Alternate Proposals/2024 Chestnut Road and 2066 Ridge Road: Accept Alternate proposals received for the redevelopment of 2024 Chestnut Road and 2066 Ridge Road; and, direct the Village Manager to evaluate the proposals and present the results at a future Board meeting.
10. Omnibus Vote: Consider a motion to pass, approve, authorize, accept, or award the following item(s):
  - A. Reappointment/Senior Advisory Committee/David Needles: Approve the reappointment of David Needles to the Senior Advisory Committee for a three-year term ending on February 24, 2029.

- B. MC-1095/Amendment to Requirements/Class 5 Liquor Licenses: Pass an ordinance amending the language for Class 5 liquor licenses to limit the percentage of alcohol sales to no more than 25 percent of the licensee’s gross receipts over any 12-month period.
- C. M-2400/Increase of Class 5 Liquor Licenses/Maison Des Fleurs/1916 Ridge Road: Pass an ordinance amending the Table of the Number of Liquor License Limitations by Class to increase the allowed number of Class 5 liquor licenses by one for the Maison Des Fleurs location at 1916 Ridge Road, subject to successful completion of all application requirements for a Village of Homewood liquor license, including approved background checks.
- D. M-2401/Increase of Class 2 Liquor Licenses/Bevdas Two Corp./3043 183rd Street: Pass an ordinance amending the Table of the Number of Liquor License Limitations by Class to increase the allowed number of Class 2 liquor licenses by one for the proposed Bevda’s Wine & Spirits location at 3043 183rd Street.
- E. R-3249/Cook County Class 8 Real Estate Tax Classification/18155 Dixie Highway: Pass a resolution supporting and consenting to a Cook County Class 8 real estate tax classification for the property located at 18155 Dixie Highway, owned by Munir Bawadi.
- F. Budget Amendment/Incentive Payment/Stoney Point Grill II, LLC: Approve a budget amendment of \$85,000 to the General Fund for the third incentive payment to Stoney Point Grill II, LLC.
- G. M-2402/Lease Agreement/Chicago Knockouts Roller Derby, LLC/2010 Chestnut Road: Pass an ordinance authorizing the Village President to enter into a Temporary Use Agreement with the Chicago Knockouts Roller Derby for the Homewood Auditorium located at 2010 Chestnut Road on a monthly basis effective March 1, 2026, until renovation work necessitates termination or the Village terminates the agreement.
- H. Acceptance of Proposal/Chayes Park Drive Culvert Replacement Project/Christopher B. Burke Engineering Ltd.: Approve a budget amendment of \$7,000; and, accept and approve a proposal from Christopher B. Burke Engineering Ltd. Rosemont, IL in an amount not to exceed \$96,980 for professional engineering design services to assist the Village of Homewood in developing construction bid documents, applying for required agency permits, and bidding for the Chayes Park Drive Culvert Replacement Project.

11. General Board Discussion

12. Adjourn

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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

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VILLAGE OF HOMEWOOD  
CONTINUATION OF THE PUBLIC HEARING  
ON THE PROPOSED HARWOOD AVENUE TOD TIF  
TUESDAY, FEBRUARY 10, 2026  
VILLAGE HALL BOARD ROOM

CALL TO ORDER: President Hofeld called the meeting of the Board of Trustees to order at 7:00 p.m.

ROLL CALL: Clerk Nakina Flores called the roll. Those present were Village President Richard Hofeld, Trustee Vivian Harris-Jones, Trustee Julie Willis, Trustee Jay Heiferman, Trustee Patrick Siemsen, Trustee Phillip Mason, and Trustee Lauren Roman.

President Hofeld asked the Board to pass Resolution R-3247 continuing the Public Hearing for the proposed Harwood TOD Tax Increment Financing District to April 10, 2026.

Chris Cummings stated that this public hearing was continued from several months ago. The resolution will continue the hearing to April 10, 2026 in order to give the Board more time to evaluate the development proposals received and decide whether or not to move forward with the TIF.

President Hofeld asked the audience for any comments. No comments were made.

A motion was made by Trustee Roman and seconded by Trustee Siemsen to approve Resolution R-3247 continuing the public hearing on the proposed Harwood Avenue TIF TOD District to April 10, 2026.

***Roll Call: AYES --Trustees Harris-Jones, Willis, Heiferman, Siemsen, Mason, and Roman. NAYS – None. Motion carried.***

A motion was made by Trustee Siemsen and seconded by Trustee Mason to adjourn the public hearing on the proposed Harwood Avenue TOD TIF District.

***Roll Call: AYES --Trustees Harris-Jones, Willis, Heiferman, Siemsen, Mason, and Roman. NAYS – None.***

The meeting adjourned at 7:03 p.m.

Respectfully submitted,

Nakina Flores  
Village Clerk

Name	Description	DEPARTMENT	Net Invoice Amount
1ST AYD CORPORATION	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	756.45
Total 1ST AYD CORPORATION:			756.45
AIRGAS USA LLC	WELDING SUPPLIES	PUBLIC WORKS	56.32
Total AIRGAS USA LLC:			56.32
ALEXANDER EQUIPMENT	HELMET RADIO	PUBLIC WORKS	289.45
Total ALEXANDER EQUIPMENT:			289.45
AMAZON CAPITAL SERVICES IN	BUILDING MAINT SUPPLIES	PUBLIC WORKS	37.57
AMAZON CAPITAL SERVICES IN	WELDING EQUIPMENT	PUBLIC WORKS	101.14
AMAZON CAPITAL SERVICES IN	OPERATING SUPPLIES	FIRE DEPARTMENT	73.04
AMAZON CAPITAL SERVICES IN	BUILDING MAINT SUPPLIES	PUBLIC WORKS	81.97
AMAZON CAPITAL SERVICES IN	NEW BOARDROOM CAMERA	MANAGER'S OFFICE	1,304.50
AMAZON CAPITAL SERVICES IN	BUILDING MAINT. SUPPLIES	PUBLIC WORKS	43.60
Total AMAZON CAPITAL SERVICES INC:			1,641.82
ANARCHY OUTDOORS	SSERT EXPENSES	POLICE DEPARTMENT	1,403.29
Total ANARCHY OUTDOORS:			1,403.29
ANDREW MCCANN LAWN SPRI	EOC IRRIGATION SERVICE	PUBLIC WORKS	185.00
Total ANDREW MCCANN LAWN SPRINKLER COMPANY:			185.00
ASC INDUSTRIES	OPERATING SUPPLIES PW	PUBLIC WORKS	1,858.00
Total ASC INDUSTRIES:			1,858.00
AUTO PALACE INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	671.00
AUTO PALACE INC	WATER DEPT REPAIR PARTS	PUBLIC WORKS	671.00
Total AUTO PALACE INC:			1,342.00
BHFX LLC	PRINTER PAPER FRIEGHT	PUBLIC WORKS	35.00
Total BHFX LLC:			35.00
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	FIRE DEPARTMENT	285.93
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	FIRE DEPARTMENT	730.78
Total BOUND TREE MEDICAL LLC:			1,016.71
BRIAN BEAUCHAMP	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	204.00
Total BRIAN BEAUCHAMP:			204.00
CHANDLER SERVICES INC	TRUCK 28	FIRE DEPARTMENT	353.79
CHANDLER SERVICES INC	TRUCK 28	FIRE DEPARTMENT	552.50
Total CHANDLER SERVICES INC:			906.29
CHEMTEK INC	ASPHALT REMOVER	PUBLIC WORKS	481.71

Name	Description	DEPARTMENT	Net Invoice Amount
Total CHEMTEK INC:			481.71
CONWAY SHIELD	QUARTERMASTER UNIFORM - FD	FIRE DEPARTMENT	1,015.00
CONWAY SHIELD	FREIGHT CHARGE	FIRE DEPARTMENT	18.50
Total CONWAY SHIELD:			1,033.50
CORE & MAIN LP	WATER MAIN SUPPLIES	PUBLIC WORKS	2,635.04
CORE & MAIN LP	WATER METER SUPPLIES	PUBLIC WORKS	3,226.40
Total CORE & MAIN LP:			5,861.44
CORE INTEGRATED MARKETIN	EVENT MAGNETS	MANAGER'S OFFICE	678.00
CORE INTEGRATED MARKETIN	POSTCARD FARMERS MARKET	MANAGER'S OFFICE	95.69
CORE INTEGRATED MARKETIN	INDOOR FM REWARD CARDS	MANAGER'S OFFICE	71.50
CORE INTEGRATED MARKETIN	MAGNETS FOR FARMERS MARKET SEASON CALENDAR	MANAGER'S OFFICE	393.52
Total CORE INTEGRATED MARKETING:			1,238.71
DACRA ADJUDICATION LLC	MOS/MOVE/ABC MONTHLY FEE	POLICE DEPARTMENT	1,500.00
Total DACRA ADJUDICATION LLC:			1,500.00
DANIEL ROSSI	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	625.21
Total DANIEL ROSSI:			625.21
EJ USA INC	SHOP SUPPLIES	PUBLIC WORKS	1,808.89
Total EJ USA INC:			1,808.89
EVT TECH	POLICE VEHICLE EQUIPMENT	PUBLIC WORKS	264.95
Total EVT TECH:			264.95
FIRE SERVICE INC	FORD F-550	FIRE DEPARTMENT	800.00
FIRE SERVICE INC	FORD F-550	FIRE DEPARTMENT	1,260.00
FIRE SERVICE INC	FORD F-550	FIRE DEPARTMENT	293.32
Total FIRE SERVICE INC:			2,353.32
FLEET SAFETY SUPPLY	ACCIDENT REPLACEMENT EQUIPMENT	PUBLIC WORKS	5,500.58
Total FLEET SAFETY SUPPLY:			5,500.58
FORD OF HOMEWOOD	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	876.08
FORD OF HOMEWOOD	EXHAUST EMISSIONS	FIRE DEPARTMENT	74.96
FORD OF HOMEWOOD	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	132.96
FORD OF HOMEWOOD	OPERATING SUPPLIES VM	PUBLIC WORKS	211.10
FORD OF HOMEWOOD	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	82.80
FORD OF HOMEWOOD	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	273.02
FORD OF HOMEWOOD	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	171.53
FORD OF HOMEWOOD	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	57.49
FORD OF HOMEWOOD	ADMIN REPAIR PARTS	PUBLIC WORKS	17.87

Name	Description	DEPARTMENT	Net Invoice Amount
Total FORD OF HOMEWOOD:			1,897.81
GALLAGHER MATERIALS	ASPHALT	PUBLIC WORKS	584.60
GALLAGHER MATERIALS	ASPHALT	PUBLIC WORKS	164.28
GALLAGHER MATERIALS	ASPHALT	PUBLIC WORKS	211.64
GALLAGHER MATERIALS	ASPHALT	PUBLIC WORKS	222.00
Total GALLAGHER MATERIALS:			1,182.52
GFC LEASING	COPIER/PRINTER MONTHLY AGREEMENT	MANAGER'S OFFICE	855.82
Total GFC LEASING:			855.82
GRAFFITI SOLUTIONS INC	GRAFFITI REMOVER	PUBLIC WORKS	245.00
Total GRAFFITI SOLUTIONS INC:			245.00
HISKES, DILLNER, O'DONNELL	CONTRACT/CONSULTING SERVICE	MANAGER'S OFFICE	913.75
Total HISKES, DILLNER, O'DONNELL:			913.75
HOMEWOOD DISPOSAL	GARBAGE DISPOSAL	PUBLIC WORKS	620.25
HOMEWOOD DISPOSAL	GARBAGE DISPOSAL	PUBLIC WORKS	92.00
Total HOMEWOOD DISPOSAL:			712.25
HR GREEN INC	PLAN REVIEWS FOR JANUARY 2026	FIRE DEPARTMENT	6,498.75
Total HR GREEN INC:			6,498.75
IDES	Q4 2025 UNEMPLOYMENT	MANAGER'S OFFICE	2,311.00
Total IDES:			2,311.00
IDI	BACKGROUND CHECKS	POLICE DEPARTMENT	147.75
Total IDI:			147.75
ILCMA	RECRUITMENT	MANAGER'S OFFICE	50.00
Total ILCMA:			50.00
JAMES FINFROCK	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	544.00
Total JAMES FINFROCK:			544.00
JODY APPELEGATE	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	126.69
Total JODY APPELEGATE:			126.69
JONES PARTS & SERVICE INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	24.78
Total JONES PARTS & SERVICE INC:			24.78
LAURA FRITZ	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	474.98

Name	Description	DEPARTMENT	Net Invoice Amount
Total LAURA FRITZ:			474.98
LEE ENTERPRISES	VILLAGE KEY WINTER 2025	MANAGER'S OFFICE	1,581.00
Total LEE ENTERPRISES:			1,581.00
LEXISNEXIS RISK DATA MANAG	BACKGROUND CHECKS	POLICE DEPARTMENT	200.00
Total LEXISNEXIS RISK DATA MANAGEMENT:			200.00
MACDONALD MICHAEL	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	690.91
Total MACDONALD MICHAEL:			690.91
MARTIN GONZALEZ VARGAS	RADIO INSTALLATION	FIRE DEPARTMENT	1,760.00
Total MARTIN GONZALEZ VARGAS:			1,760.00
MENARDS INC	TRUCK SUPPLIES	PUBLIC WORKS	860.98
MENARDS INC	OPERATING SUPPLIES	PUBLIC WORKS	107.42
MENARDS INC	OPERATING SUPPLIES	PUBLIC WORKS	171.74
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	59.91
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	126.11
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	64.76
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	84.77
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	95.34
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	178.47
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	44.32
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	34.99
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	7.96
Total MENARDS INC:			1,836.77
MICHAEL NICKOLAOU	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	258.06
Total MICHAEL NICKOLAOU:			258.06
MONARCH AUTO SUPPLY INC	OPERATING SUPPLIES VM	PUBLIC WORKS	22.27
MONARCH AUTO SUPPLY INC	ADMIN REPAIR PARTS	PUBLIC WORKS	174.62
Total MONARCH AUTO SUPPLY INC:			196.89
MUNICIPAL COLLECTION SERVI	MCSI COLLECTION FEES -- P/C TICKETS	POLICE DEPARTMENT	285.84
Total MUNICIPAL COLLECTION SERVICES:			285.84
NATHAN BRUNI	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	209.55
Total NATHAN BRUNI:			209.55
NIX NAX	LOGO SWEATSHIRTS	MANAGER'S OFFICE	100.00
Total NIX NAX:			100.00
O'HERRON CO	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	127.28
O'HERRON CO	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	46.71

Name	Description	DEPARTMENT	Net Invoice Amount
O'HERRON CO	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	29.64
O'HERRON CO	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	54.02
Total O'HERRON CO:			257.65
OLD NATIONAL BANK/FD	PROJECTOR FOR CLASSES	FIRE DEPARTMENT	109.99
OLD NATIONAL BANK/FD	EMS LICENSING	FIRE DEPARTMENT	76.69
OLD NATIONAL BANK/FD	NFPA LINK	FIRE DEPARTMENT	639.99
OLD NATIONAL BANK/FD	CHRIS KIETA	FIRE DEPARTMENT	609.80
OLD NATIONAL BANK/FD	VEHICLE PART	FIRE DEPARTMENT	158.26
Total OLD NATIONAL BANK/FD:			1,594.73
OLD NATIONAL BANK/FIN	ILCMA CONFERENCE	MANAGER'S OFFICE	375.00
Total OLD NATIONAL BANK/FIN:			375.00
OLD NATIONAL BANK/MO	VILLAGE HALL LOBBY SUPPLY HOLDER	MANAGER'S OFFICE	92.60
OLD NATIONAL BANK/MO	APPLE MUSIC JANUARY	MANAGER'S OFFICE	10.99
OLD NATIONAL BANK/MO	LUNCHEON	MANAGER'S OFFICE	88.28
OLD NATIONAL BANK/MO	LUNCHEON	MANAGER'S OFFICE	74.83
OLD NATIONAL BANK/MO	LUNCHEON	MANAGER'S OFFICE	167.69
OLD NATIONAL BANK/MO	RECRUITMENT	MANAGER'S OFFICE	397.00
OLD NATIONAL BANK/MO	MEMBERSHIPS	MANAGER'S OFFICE	400.00
OLD NATIONAL BANK/MO	COMCAST CONSOLIDATED BILL	MANAGER'S OFFICE	1,715.26
OLD NATIONAL BANK/MO	COMCAST CONSOLIDATED BILL	MANAGER'S OFFICE	21.60
OLD NATIONAL BANK/MO	WINTER CONFERENCE	MANAGER'S OFFICE	275.00
OLD NATIONAL BANK/MO	STAFF NAMEPLATE	MANAGER'S OFFICE	10.50
OLD NATIONAL BANK/MO	OUTLOOK EXCHANGE LICENSE BALANCE	MANAGER'S OFFICE	136.24
OLD NATIONAL BANK/MO	STICKERS AND PRIDE ITEMS	MANAGER'S OFFICE	261.59
OLD NATIONAL BANK/MO	BRANDED TABLE CLOTHES	MANAGER'S OFFICE	598.38
OLD NATIONAL BANK/MO	APP CONTEST OUTREACH	MANAGER'S OFFICE	135.38
OLD NATIONAL BANK/MO	ZOOM MONTHLY	MANAGER'S OFFICE	48.00
Total OLD NATIONAL BANK/MO:			4,433.34
OLD NATIONAL BANK/PD	OFFICE SUPPLIES	POLICE DEPARTMENT	28.06
OLD NATIONAL BANK/PD	OFFICE SUPPLIES	POLICE DEPARTMENT	35.00
OLD NATIONAL BANK/PD	RADIO BATTERY CHARGERS	POLICE DEPARTMENT	108.10
OLD NATIONAL BANK/PD	OFFICE SUPPLIES	POLICE DEPARTMENT	87.90
OLD NATIONAL BANK/PD	RETIREMENT EXPENSE	POLICE DEPARTMENT	28.98
OLD NATIONAL BANK/PD	OFFICE SUPPLIES	POLICE DEPARTMENT	1,484.50
OLD NATIONAL BANK/PD	ADVERTISING FOR POLICE LATERAL APPLICATIONS	MANAGER'S OFFICE	447.00
OLD NATIONAL BANK/PD	BUSINESS CARDS	POLICE DEPARTMENT	129.56
OLD NATIONAL BANK/PD	TRAINING	POLICE DEPARTMENT	1,195.00
OLD NATIONAL BANK/PD	TRAINING	POLICE DEPARTMENT	125.00
OLD NATIONAL BANK/PD	TRAINING	POLICE DEPARTMENT	250.00
Total OLD NATIONAL BANK/PD:			3,919.10
OLD NATIONAL BANK/PW	BUILDING MAINT SUPPLIES	PUBLIC WORKS	241.99
OLD NATIONAL BANK/PW	CONCRETE BLANKETS	PUBLIC WORKS	630.00
OLD NATIONAL BANK/PW	CONCRETE BLANKETS	PUBLIC WORKS	180.00
OLD NATIONAL BANK/PW	BUILDING MAINT TOOLS	PUBLIC WORKS	89.15
OLD NATIONAL BANK/PW	TRAINING REGISTRATION	PUBLIC WORKS	54.00
OLD NATIONAL BANK/PW	TRAINING REGISTRATION	PUBLIC WORKS	54.00

Name	Description	DEPARTMENT	Net Invoice Amount
Total OLD NATIONAL BANK/PW:			1,249.14
RADIO TECHNOLOGY INC	RADIO CASES	FIRE DEPARTMENT	552.00
Total RADIO TECHNOLOGY INC:			552.00
RED WING BUSINESS ADVANT	WORK BOOTS	PUBLIC WORKS	473.47
Total RED WING BUSINESS ADVANTAGE:			473.47
RELIANCE SAFETY LANE & SE	VEHICLE SAFETY INSPECTION T28	FIRE DEPARTMENT	58.00
RELIANCE SAFETY LANE & SE	VEHICLE SAFETY INSPECTION	PUBLIC WORKS	134.00
Total RELIANCE SAFETY LANE & SERVICE:			192.00
ROEDA INC	ACCIDENT REPAIR POLICE	PUBLIC WORKS	1,395.00
Total ROEDA INC:			1,395.00
SECRETARY OF STATE	CONFIDENTIAL PLATE RENEWAL	PUBLIC WORKS	151.00
SECRETARY OF STATE	CONFIDENTIAL PLATE RENEWAL	PUBLIC WORKS	151.00
SECRETARY OF STATE	CONFIDENTIAL PLATE RENEWAL	PUBLIC WORKS	151.00
Total SECRETARY OF STATE:			453.00
SERENDIPITY YOGA AND WELL	MONTHLY YOGA CLASSES	FIRE DEPARTMENT	150.00
SERENDIPITY YOGA AND WELL	TRAINING	POLICE DEPARTMENT	480.00
SERENDIPITY YOGA AND WELL	FARMERS MARKET YOGA	MANAGER'S OFFICE	600.00
Total SERENDIPITY YOGA AND WELLNESS LLC:			1,230.00
SOUND INCORPORATED	MONTHLY HOSTING SERVICES	MANAGER'S OFFICE	495.00
Total SOUND INCORPORATED:			495.00
SOUTH SUBURBAN WATER WO	SOUTH SUBURBAN WATER WORKS ASSOC	PUBLIC WORKS	45.00
Total SOUTH SUBURBAN WATER WORKS ASSN:			45.00
STAPLES ADVANTAGE	OFFICE SUPPLIES	POLICE DEPARTMENT	59.49
Total STAPLES ADVANTAGE:			59.49
TERMINAL SUPPLY COMPANY	OPERATING SUPPLIES VM	PUBLIC WORKS	57.24
Total TERMINAL SUPPLY COMPANY:			57.24
THOMPSON ELEVATOR INSPEC	ELEVATOR INSPECTION	FIRE DEPARTMENT	34.00
Total THOMPSON ELEVATOR INSPECTION:			34.00
TPI BUILDING CODE CONSULT	PLAN REVIEWS JANUARY 2026	FIRE DEPARTMENT	916.00
Total TPI BUILDING CODE CONSULTANTS:			916.00
TRL TIRE SERVICE	POLICE DEPT TIRES	PUBLIC WORKS	130.00

Name	Description	DEPARTMENT	Net Invoice Amount
Total TRL TIRE SERVICE:			130.00
URBAN COMMUNICATIONS INC	NEW SWITCHES AND ACCESS POINTS	PUBLIC WORKS	77,647.72
Total URBAN COMMUNICATIONS INC:			77,647.72
USA BLUEBOOK	LOCATE SUPPLIES	PUBLIC WORKS	187.90
USA BLUEBOOK	LOCATE SUPPLIES	PUBLIC WORKS	592.71
USA BLUEBOOK	WATER SAMPLE SUPPLIES	PUBLIC WORKS	90.88
Total USA BLUEBOOK:			871.49
VESTIS GROUP INC	RUGS & MATS CLEANING SERVICE	PUBLIC WORKS	80.34
VESTIS GROUP INC	RUGS & MATS CLEANING SERVICES	PUBLIC WORKS	75.00
VESTIS GROUP INC	RUGS & MATS CLEANING SERVICES	PUBLIC WORKS	72.80
VESTIS GROUP INC	RUGS & MATS CLEANING SERVICE	PUBLIC WORKS	69.31
VESTIS GROUP INC	RUGS & MATS CLEANING SERVICE	PUBLIC WORKS	83.46
VESTIS GROUP INC	RUGS & MATS CLEANING SERVICE	PUBLIC WORKS	80.16
VESTIS GROUP INC	RUGS & MATS CLEANING SERVICE	PUBLIC WORKS	76.24
VESTIS GROUP INC	RUGS & MATS CLEANING	PUBLIC WORKS	69.31
VESTIS GROUP INC	UTILITY UNIFORMS	PUBLIC WORKS	83.10
VESTIS GROUP INC	L&M UNIFORMS	PUBLIC WORKS	22.35
VESTIS GROUP INC	STREET UNIFORMS	PUBLIC WORKS	85.79
VESTIS GROUP INC	FLEET UNIFORMS	PUBLIC WORKS	38.36
VESTIS GROUP INC	BUILDING MAINTENANCE UNIFORMS	PUBLIC WORKS	23.25
VESTIS GROUP INC	FEES	PUBLIC WORKS	32.91
VESTIS GROUP INC	L&M UNIFORMS	PUBLIC WORKS	11.82
VESTIS GROUP INC	FLEET UNIFORMS	PUBLIC WORKS	11.47
VESTIS GROUP INC	UTILITY UNIFORMS	PUBLIC WORKS	2.64
VESTIS GROUP INC	FEES	PUBLIC WORKS	14.47
VESTIS GROUP INC	RUGS & MATS CLEANING SERVICES	PUBLIC WORKS	83.46
VESTIS GROUP INC	RUGS & MATS CLEANING SERVICES	PUBLIC WORKS	80.16
VESTIS GROUP INC	RUGS & MATS CLEANING SERVICES	PUBLIC WORKS	76.24
VESTIS GROUP INC	RUGS & MATS CLEANING SERVICES	PUBLIC WORKS	69.31
VESTIS GROUP INC	BUILDING MAINTENANCE UNIFORMS	PUBLIC WORKS	23.25
VESTIS GROUP INC	FLEET UNIFORMS	PUBLIC WORKS	38.36
VESTIS GROUP INC	UTILITY UNIFORMS	PUBLIC WORKS	83.10
VESTIS GROUP INC	STREET UNIFORMS	PUBLIC WORKS	73.79
VESTIS GROUP INC	L&M UNIFORMS	PUBLIC WORKS	22.35
VESTIS GROUP INC	FEES	PUBLIC WORKS	32.91
VESTIS GROUP INC	FLEET UNIFORMS	PUBLIC WORKS	11.47
VESTIS GROUP INC	UTILITY UNIFORMS	PUBLIC WORKS	2.64
VESTIS GROUP INC	L&M UNIFORMS	PUBLIC WORKS	11.82
VESTIS GROUP INC	FEES	PUBLIC WORKS	14.47
Total VESTIS GROUP INC:			1,556.11
VITAL RECORDS CONTROL	SHREDDING	POLICE DEPARTMENT	80.32
Total VITAL RECORDS CONTROL:			80.32
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	FIRE DEPARTMENT	217.24
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	PUBLIC WORKS	74.32
Total WAREHOUSE DIRECT OFFICE PDTS:			291.56

Name	Description	DEPARTMENT	Net Invoice Amount
WHITMORE INC	LOADER SUBSCRIPTION	PUBLIC WORKS	825.00
Total WHITMORE INC:			825.00
WISCO	OXYGEN	FIRE DEPARTMENT	257.11
Total WISCO:			257.11
Grand Totals:			152,857.23

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

Village Clerk: \_\_\_\_\_



## **BOARD AGENDA MEMORANDUM**

**DATE OF MEETING: February 24, 2026**

**To:** Village President and Board of Trustees

**Through:** Napoleon Haney, Village Manager

**From:** Amy Zukowski, Finance Director

**Topic:** Amendment to Class 5 Liquor Licenses - Addition of 75/25 Requirement

### **PURPOSE**

Staff requests that the Village Board approve an amendment to Chapter 4 of the Homewood Municipal Code concerning Class 5 liquor licenses. The Liquor Commissioner supports the amendment to Class 5 which would require that no more than 25 percent of the licensee's gross receipts over any 12-month period can be from alcohol sales. This amendment requires Board approval.

### **PROCESS**

Currently, a Class 5 liquor license is available to establishments that primarily serve meals prepared in the establishment's kitchen and have a seating capacity for the service of meals at tables or counters, but do not have a bar. It permits the retail sale of alcoholic liquor for on-premises consumption only.

Approval of this amendment will also require that Class 5 licensees' alcohol sales be no more than 25 percent of their gross receipts over any 12-month period. Licensees will be obligated, upon request, to produce sales records or other evidence substantiating its compliance with the license requirements concerning percentage of alcoholic beverage sales.

This requirement is currently included in the Homewood Municipal Code for Class 4 (restaurant with full bar) and Class 7 (beer and wine only).

### **OUTCOME**

Amending the language for Class 5 liquor licenses will align Class 5 with the Class 4 (restaurant with full bar) and Class 7 (beer and wine only) liquor license requirements regarding percentage of alcohol sales.

### **FINANCIAL IMPACT**

- **Funding Source:** N/A
- **Budgeted Amount:** N/A
- **Cost:** N/A



**LEGAL REVIEW**

Completed

**RECOMMENDED BOARD ACTION**

Pass an ordinance amending the language for Class 5 liquor licenses to limit the percentage of alcohol sales to no more than 25 percent of the licensee's gross receipts over any 12-month period.

**ATTACHMENT(S)**

Ordinance

**ORDINANCE NO. MC-1095**

**AN ORDINANCE AMENDING CHAPTER 4 OF THE HOMEWOOD MUNICIPAL CODE TO LIMIT THE SALE OF ALCOHOL BY CLASS 5 LICENSEES TO NO MORE THAN 25 PERCENT OF GROSS RECEIPTS**

**BE IT ORDAINED** by the President and Board of Trustees of the Village of Homewood, Cook County, Illinois, as follows:

SECTION ONE- AMENDMENTS TO THE MUNICIPAL CODE:

Chapter 4, Section 4-63(8) of the Homewood Municipal Code is hereby amended by the addition of the following underlined language:

Class 5. 75/25 Restaurant without bar. This license is available only to establishments primarily serving meals prepared in the establishment's kitchen, having a seating capacity for the service of meals at tables or counters, permitting the retail sale of alcoholic liquor for on-premises consumption only, having no bar. No more than 25 percent of the licensee's gross receipts over any 12-month period shall be from alcohol sales. Licensee shall be obligated, upon request, to produce sales records or other evidence substantiating its compliance with the license requirements concerning percentage of alcoholic beverage sales.

SECTION TWO-EFFECTIVE DATE

This ordinance shall take effect upon passage, approval, and publication in accordance with law.

PASSED AND APPROVED this 24th day of February, 2026.

\_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_

Village Clerk

AYES:\_\_\_ NAYES:\_\_\_ ABSTENTIONS:\_\_\_ ABSENCES:\_\_\_\_\_



**BOARD AGENDA MEMORANDUM**

**DATE OF MEETING: February 24, 2026**

**To:** Village President and Board of Trustees

**Through:** Napoleon Haney, Village Manager

**From:** Amy Zukowski, Director of Finance

**Topic:** Increase of Class 5 Liquor Licenses

**PURPOSE**

Maison Des Fleurs, has submitted the required application and related documents for a Class 5 liquor license for their location at 1916 Ridge Road. According to the direction from the Village Board on February 10, 2026, staff prepared an ordinance to increase the allowed number of Class 5 liquor license by one. An ordinance increasing the Class 5 liquor licenses requires Board approval.

**PROCESS**

Maison Des Fleurs has been operating at 1916 Ridge Road since August 2025, offering decadent herbs and botanicals, a savory light fare, and fresh and delicious pastries. They are now seeking a liquor license solely to use alcohol as an ingredient in approved tea-infused beverages. At the February 10, 2026 Board meeting, the request from Maison Des Fleurs was discussed and staff was directed to bring an ordinance to increase the number of allowed Class 5 liquor licenses for Maison Des Fleurs.

A Class 5 liquor license is available to establishments primarily serving meals prepared in the establishment's kitchen, having a seating capacity for the service of meals at tables or counters, permitting the retail sale of alcoholic liquor for on-premises consumption only, having no bar.

The amendment to Class 5 requirements that is being considered at the February 24, 2026 meeting will also require that Class 5 licensees' alcohol sales be no more than 25 percent of their gross receipts over any 12-month period. Licensees will be obligated, upon request, to produce sales records or other evidence substantiating its compliance with the license requirements concerning percentage of alcoholic beverage sales. If this amendment is approved, it would apply to any Class 5 liquor licensees, including Maison Des Fleurs, if approved.

**OUTCOME**

Approval of this request will enable Maison Des Fleurs to offer the sale of alcohol-infused tea beverages to its patrons.

# VILLAGE OF HOMEWOOD

Item 10. C.



## FINANCIAL IMPACT

- **Funding Source:** N/A
- **Budgeted Amount:** N/A
- **Cost:** N/A

## LEGAL REVIEW

Completed

## RECOMMENDED BOARD ACTION

Pass an ordinance amending the Table of the Number of Liquor License Limitations by Class to increase the allowed number of Class 5 liquor licenses by one for the Maison Des Fleurs location at 1916 Ridge Road, subject to successful completion of all application requirements for a Village of Homewood liquor license, including approved background checks.

## ATTACHMENT(S)

Ordinance

**ORDINANCE NO. M-2400**

**AN ORDINANCE INCREASING BY ONE THE NUMBER OF CLASS 5 LIQUOR LICENSES FOR THE VILLAGE OF HOMEWOOD**

WHEREAS, Section 4-1 of the Liquor Control Act of 1934 (235 ILCS 5/4-1) authorizes a municipality to determine the number, kind, and classification of licenses for the retail sale of alcoholic liquor and local license fees to be paid for each license category; and

WHEREAS, the Village Board has established regulations as to types of liquor licenses within the village, and the number of each license class available; and

WHEREAS, the class of liquor license and number of licenses available for each class are maintained in a table available on the village's website; and

WHEREAS, Maison Des Fleurs has requested a Class 5 liquor license for their location at 1916 Ridge Road; and

WHEREAS, there currently are no available Class 5 licenses; and

WHEREAS, the Liquor Commissioner supports increasing the number of Class 5 licenses so that a liquor license can be issued to the applicant; and

WHEREAS, the President and Board of Trustees of the Village of Homewood find it to be in the best interests of the village and its residents to increase the number of Class 5 licenses to accommodate this request.

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

SECTION ONE – AMEND THE TABLE OF THE NUMBER OF LIQUOR LICENSE LIMITATIONS BY CLASS:

The Table of the Number of Liquor License Limitations by Class attached as Exhibit A is amended as indicated (additional language underlined, deletions ~~stricken~~) and shall remain in effect until otherwise amended or revised by ordinance.

SECTION TWO – EFFECTIVE DATE:

This ordinance shall be in full force and effect from and after its passage, approval, and publication in accordance with law; subject to successful completion of all application requirements for a Village of Homewood liquor license, including approved background checks.

PASSED and APPROVED this 24th day of February, 2026.

\_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSTENTIONS: \_\_\_\_\_ ABSENCES: \_\_\_\_\_

## Number of Liquor License Limitations by Class

Class	Allowed Number
1	4
1A	0
2	9
3	0
3A	1
4	3
4A	10
5	1 <del>2</del>
6	Unlimited
6A	Unlimited
7	0
7A	0
7B	2
8	0
9	0
10	1
11	Unlimited
12	1
12A	Unlimited
12B	1
13	1
14	1
15	0
16	2

Total 37 ~~38~~



**BOARD AGENDA MEMORANDUM**

**DATE OF MEETING: February 24, 2026**

**To:** Village President and Board of Trustees

**Through:** Napoleon Haney, Village Manager

**From:** Amy Zukowski, Director of Finance

**Topic:** Increase of Class 2 Liquor Licenses

**PURPOSE**

Bevdas Two Corp., doing business as Bevda’s Wine & Spirits, has submitted the required application and related documents for a Class 2 liquor license for their proposed location at 3043 183<sup>rd</sup> Street. According to the direction from the Village Board on February 10, 2026, staff prepared an ordinance to increase the allowed number of Class 2 liquor licenses by one. An ordinance increasing the Class 2 liquor licenses requires Board approval.

**PROCESS**

Bevda’s Wine & Spirits has been building out the space at 3043 183<sup>rd</sup> Street, which has been vacant for many years following the closure of the Brunswick Zone bowling alley. Bevda’s anticipates opening to the public in mid-March 2026. At the February 10, 2026 Board meeting, the request from Bevda’s Wine & Spirits was discussed and staff was directed to bring an ordinance to increase the number of allowed Class 2 liquor licenses for Bevda’s Wine & Spirits.

A Class 2 liquor license permits the retail sale of any alcoholic liquor in the original package only for off-premises consumption.

**OUTCOME**

Approval of this request will enable Bevda’s Wine & Spirits to offer the sale of alcoholic liquor in the original package only to its patrons for off-premises consumption.

**FINANCIAL IMPACT**

- **Funding Source:** N/A
- **Budgeted Amount:** N/A
- **Cost:** N/A

**LEGAL REVIEW**

Completed



**RECOMMENDED BOARD ACTION**

Pass an ordinance amending the Table of the Number of Liquor License Limitations by Class to increase the allowed number of Class 2 liquor licenses by one for the proposed Bevda’s Wine & Spirits location at 3043 183<sup>rd</sup> Street.

**ATTACHMENT(S)**

Ordinance

**ORDINANCE NO. M-2401**

**AN ORDINANCE INCREASING BY ONE THE NUMBER OF CLASS 2 LIQUOR LICENSES FOR THE VILLAGE OF HOMEWOOD**

WHEREAS, Section 4-1 of the Liquor Control Act of 1934 (235 ILCS 5/4-1) authorizes a municipality to determine the number, kind, and classification of licenses for the retail sale of alcoholic liquor and local license fees to be paid for each license category; and

WHEREAS, the Village Board has established regulations as to types of liquor licenses within the village, and the number of each license class available; and

WHEREAS, the class of liquor license and number of licenses available for each class are maintained in a table available on the village's website; and

WHEREAS, BEVDAS TWO CORP d/b/a Bevda's Wine & Spirits has requested a Class 2 liquor license for their location at 3043 183<sup>rd</sup> Street; and

WHEREAS, there currently are no available Class 2 licenses; and

WHEREAS, the Liquor Commissioner supports increasing the number of Class 2 licenses so that a liquor license can be issued to the applicant; and

WHEREAS, the President and Board of Trustees of the Village of Homewood find it to be in the best interests of the village and its residents to increase the number of Class 2 licenses to accommodate this request.

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

SECTION ONE – AMEND THE TABLE OF THE NUMBER OF LIQUOR LICENSE LIMITATIONS BY CLASS:

The Table of the Number of Liquor License Limitations by Class attached as Exhibit A is amended as indicated (additional language underlined, deletions ~~stricken~~) and shall remain in effect until otherwise amended or revised by ordinance.

SECTION TWO – EFFECTIVE DATE:

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

PASSED and APPROVED this 24th day of February, 2026.

\_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSTENTIONS: \_\_\_\_\_ ABSENCES: \_\_\_\_\_

## Number of Liquor License Limitations by Class

Class	Allowed Number
1	4
1A	0
2	<del>9</del> <u>10</u>
3	0
3A	1
4	3
4A	10
5	2
6	Unlimited
6A	Unlimited
7	0
7A	0
7B	2
8	0
9	0
10	1
11	Unlimited
12	1
12A	Unlimited
12B	1
13	1
14	1
15	0
16	2

Total                      ~~38~~ 39



## BOARD AGENDA MEMORANDUM

DATE OF MEETING: February 24, 2026

**To:** Village President and Board of Trustees

**Through:** Napoleon Haney, Village Manager

**From:** Angela Mesaros, Director of Economic and Community Development

**Topic:** Cook County Class 8 Incentive - 18155 Dixie Highway

### PURPOSE

Munir Bawadi is seeking Village support for a Class 8 property tax designation for the vacant property at 18155 Dixie Highway. Mr. Bawadi proposes to renovate the building to construct a modern Mediterranean restaurant. The Class 8 program encourages commercial development throughout Cook County by stimulating expansion, retaining existing businesses, and increasing employment opportunities. Under this program, the property is assessed at 10% during the first 10 years and for any subsequent 10-year renewal period.

### PROCESS

In October 2024, the Village acquired the vacant commercial building at 18155 Dixie Highway. The property has been vacant with delinquent property tax bills and deferred maintenance for many years. In October 2025, the Village Board approved an agreement for the sale of the property to Munir Bawadi. One of the terms of the agreement was that the Village approve a Class 8 resolution. Munir Bawadi and the Village of Homewood completed the real estate closing transferring the property to Mr. Bawadi on February 12, 2026.

The Cook County tax system has placed a heavy tax burden on commercial properties that must compete with the lower tax rates in adjacent counties and in Indiana, where the property tax rate is as much as 45% less. Cook County has recognized the property tax issue for the Chicago Southland and created the Class 8 Cook County Tax Incentive Program. The program identifies five (5) Cook County townships that have automatic certification for the incentive; the subject property is located in Thornton Township, one of the five designated townships.

### OUTCOME

Mr. Bawadi plans to invest in the property through renovation. The project will enhance the area on Dixie Highway by addressing the issues of delinquent property taxes, deferred maintenance, and long-term vacancy by returning the building to the tax rolls and renovating the space.

### FINANCIAL IMPACT

- **Funding Source:** N/A
- **Budgeted Amount:** N/A
- **Cost:** N/A

# VILLAGE OF HOMEWOOD

Item 10. E.



## **LEGAL REVIEW**

Completed

## **RECOMMENDED BOARD ACTION**

Pass a resolution supporting and consenting to a Class 8 Cook County tax classification for the property located at 18155 Dixie Highway, owned by Munir Bawadi.

## **ATTACHMENT(S)**

Resolution

**A RESOLUTION NO. R-3249**

**A RESOLUTION SUPPORTING CLASS 8 STATUS UNDER THE COOK COUNTY REAL PROPERTY ASSESSMENT CLASSIFICATION ORDINANCE FOR REAL ESTATE AT 18155 DIXIE HIGHWAY, 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**, Munir Bawadi has purchased the commercial building at 18155 Dixie Highway, Homewood, Cook County, Illinois, having Property Index Number 29-31-409-075-0000 and legally described in the attached Exhibit A from the Village of Homewood; and

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

**WHEREAS**, the Applicant has applied for Class 8 real estate tax incentive and has demonstrated to this Board that the incentive is necessary for re-occupation of the subject property; and

**WHEREAS**, Munir Bawadi plans to complete improvements to construct a restaurant at the subject property. 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 by Munir Bawadi to have the property located at 18155 Dixie Highway, Homewood, Cook County, Illinois legally described in the attached Exhibit A, and having Property Index Number 29-31-407-075-0000 declared eligible for the Class 8 real estate tax incentive, in that the incentive is necessary for re-occupation of the subject 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 resolution passed on \_\_\_\_\_, 2026.

\_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSTENTIONS: \_\_\_\_\_ ABSENCES: \_\_\_\_\_

## EXHIBIT A

### Legal Description of Property

The North 100 feet of the that part of the West  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian, bounded and described as follows: Beginning at the Northeast corner of Lot 1 in the subdivision of Lot 6 in the County Clerks Division of the West  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of said Section according to Plat thereof recorded October 21, 1927, as Document Number 9616122 in Book 253 of Plats, Page 2; thence West along the North line of said Lot 1, 297 feet to the East line of Dixie Highway; thence North along said East line of Dixie Highway, 346 feet; thence East parallel with the North line of Lot 1 aforesaid, 297 feet; thence South parallel with the West line of the Southeast  $\frac{1}{4}$  of said Section 346 feet to the place of beginning:

Excepting from said North 100 feet the South 16 feet of that part thereof lying West of the East 147 feet thereof; and

Excepting from said North 100 feet the North 31 feet of that part of the West  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian bounded and described as follows: Beginning at the Northeast corner of Lot 1 in the subdivision of Lot 6 in the County Clerks Division of the West  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of said Section according to Plat thereof recorded October 21, 1927, as Document Number 9816722 in Book 253 of Plats, Page 2; thence West along the North line of said Lot 1 297 feet to the East line of Dixie Highway; thence North along said East line of Dixie Highway 346 feet; thence East parallel with the North line of said Lot 1, 297 feet; thence South parallel with the East line of the Southeast  $\frac{1}{4}$  of said Section, 346 feet to the place of beginning; and

Excepting the North 41 feet (except the South 16 feet of that part lying West of the East 147 feet) of that part of the West  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of Section 31, Township 36 North; Range 14, East of the Third Principal Meridian, bounded and described as follows: Beginning at the Northeast corner of Lot 1 in the subdivision of Lot 6 in the County Clerk's Division of the West  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of said Section according to the Plat thereof recorded October 21, 1927, as Document 9816722 in Book 253 of Plats, Page 2; thence West along the North line of said Lot 1, 297 feet to the East line of Dixie Highway; thence North along said East line of Dixie Highway, 287 feet; thence East parallel with the North line of Lot 1 aforesaid, 297 feet; thence South parallel with the

West line of the Southeast  $\frac{1}{4}$  of said Section 31, 287 feet to the point of beginning, in Cook County, Illinois.

Property Index Number: 29-31-409-075-0000

Common address: 18155 Dixie Highway, Homewood, Illinois 60430



**BOARD AGENDA MEMORANDUM**

**DATE OF MEETING: February 24, 2026**

**To:** Village President and Board of Trustees

**Through:** Napoleon Haney, Village Manager

**From:** Amy Zukowski, Director of Finance

**Topic:** Budget Amendment – Stoney Point Grill II, LLC Incentive Payment

**PURPOSE**

Approve a budget amendment request to pay Stoney Point Grill II, LLC their third of six incentive payments from the redevelopment agreement approved at the October 25, 2022 Board meeting.

**PROCESS**

During the October 25, 2022 Board of Trustees meeting, the Village Board authorized entering into a redevelopment agreement with Stoney Point Grill II, LLC. The redevelopment agreement provided for reimbursement of TIF and non-TIF costs to assist the developer with the build-out of the restaurant. The reimbursements to Stoney Point Grill II, LLC total \$850,000 over a six-year period, according to the following schedule:

1. \$425,000 within 30 days of the opening date, subject to Stoney Point’s payment to HCF Homewood, LLC (the developer of the Hartford Building) in the amount of \$231,305 for reimbursement of expenses related to the restaurant.
2. \$85,000 after 12 months after the opening date. (2025)
3. \$85,000 after 24 months after the opening date. (2026)
4. \$85,000 after 36 months after the opening date. (2027)
5. \$85,000 after 48 months after the opening date. (2028)
6. \$85,000 after 60 months after the opening date. (2029)

Since Stoney Point has completed an additional 12 months of successful operations, the Village is required to make the third incentive payment. In anticipation of this payment, a budget amendment is required.

*Assigned Fund Balance*

The funding for the full \$850,000 incentive payment over six (6) years will come from Assigned Fund Balance. Assigned Fund Balance includes fund balance dollars, separate from our fund reserves, that have been designated and obligated to use for a specific purpose. The Village typically utilizes assigned fund balance dollars to fund actual and/or prospective non-TIF



incentives for pending or proposed projects that occur outside of our TIF districts. The process of assigning and obligating assigned fund balance dollars occurs every year during the audit process.

### *Source of Funding for this Incentive*

The initial funding for the incentive to Stoney Point Grill II, LLC was \$600,000 that was drawn down to the Village from our reserves with the Intergovernmental Risk Management Agency (IRMA) in April of 2020. Our reserves with IRMA had slowly accumulated from prior years where Homewood’s insurance premium payments to IRMA were less than the amount of claims that were paid out – creating the reserve. The \$600,000 was moved from IRMA and stored within the General Fund Balance and was intended to be used specifically for this development and is “assigned” to the incentive obligation annually through the audit process. The initial portion of the incentive payment (\$425,000) was paid from the \$600,000 brought back from IRMA.

The remaining \$425,000 to be paid over the next five (5) years (*\$85k per year in 2025 thru 2029*) will also be paid from Assigned Fund Balance and is required to be approved by the Board every year using the “budget amendment” process.

The Village has been fortunate with the ability to meet our minimum fund balance/reserve policy (*five months of operating expenditures*) and still be able to assign funds above the required minimum for projects such as Stoney Point Grill II, LLC. We will continue to assign fund balance for this redevelopment agreement annually through the audit process as long as our minimum fund balance requirement continues to be met. Should the Village not be able to assign fund balance at some point in the future, the annual incentive payment will be paid out of the General Fund.

### **OUTCOME**

Approval of the budget amendment will allow the Village to meet its obligation to Stoney Point Grill II, LLC and HCF Homewood, LLC for their third incentive payment.

### **FINANCIAL IMPACT**

- **Funding Source:** General Fund Assigned Fund Balance
- **Budgeted Amount:** \$0
- **Cost:** \$85,000

### **LEGAL REVIEW**

Not Required

### **RECOMMENDED BOARD ACTION**

Approve a budget amendment of \$85,000 to the General Fund for the incentive payment to Stoney Point Grill II, LLC.

# VILLAGE OF HOMEWOOD

Item 10. F.



**ATTACHMENT(S)**

None



**BOARD AGENDA MEMORANDUM**

**DATE OF MEETING: February 24, 2026**

**To:** Village President and Board of Trustees

**Through:** Napoleon Haney, Village Manager

**From:** Terence Acquah, Assistant Village Manager

**Topic:** Temporary Use Agreement – Chicago Knockouts Roller Derby

**PURPOSE**

Staff recommends that the Village Board authorize the Village President to enter into a monthly use agreement with the Chicago Knockouts Roller Derby LLC, allowing continued community programming at the Homewood Auditorium located at 2010 Chestnut Road on a temporary basis while preserving flexibility for the upcoming renovation schedule.

**PROCESS**

In July 2025, the Village Board approved a month-to-month lease renewal allowing the Homewood Arts Council (HAC) to continue utilizing the Homewood Auditorium. In December 2025, the Village ended the HAC lease agreement in preparation for planned renovations to the space, which are anticipated to begin in spring 2026.

During HAC’s tenancy, the Chicago Knockouts Roller Derby utilized the Auditorium for derby events, practices, and youth programming. As the Village moves forward with final renovation planning, the Chicago Knockouts Roller Derby contacted staff to request temporary access to the facility for practices and youth classes until construction activities commence.

The monthly use agreement includes the following:

- Use begins March 1, 2026 and continues until renovations start or the Village terminates the agreement.
- Space and usage of the facility is strictly limited to roller derby practices, training, and non-spectator activities unless otherwise approved.
- A monthly fee of \$200 will be charged to cover professional cleaning fees.

**OUTCOME**

Approval of the agreement will allow the Chicago Knockouts Roller Derby to utilize the Homewood Auditorium until the renovation of the facility begins or until the Village terminates the agreement.



## **FINANCIAL IMPACT**

- **Funding Source:** N/A
- **Budgeted Amount:** N/A

## **LEGAL REVIEW**

Completed

## **RECOMMENDED BOARD ACTION**

Pass an ordinance authorizing the Village President to enter into a Temporary Use Agreement with the Chicago Knockouts Roller Derby for the Homewood Auditorium located at 2010 Chestnut Road on a monthly basis effective March 1, 2026, until renovation work necessitates termination or the Village terminates the agreement.

## **ATTACHMENT(S)**

- Ordinance
- Use Agreement

## **FACILITY USE AGREEMENT**

### **Village of Homewood Auditorium**

This Facility Use Agreement (“Agreement”) is entered into between the Village of Homewood, an Illinois municipal corporation (“Village”), and Chicago Knockouts Roller Derby LLC, an Illinois limited liability company (“User”).

#### **1. Facility**

The Village agrees to permit the User to use the Village of Homewood Auditorium, at 2010 Chestnut Road, Homewood, Illinois (“Facility”), subject to the terms set forth in this Agreement. The Village and its agents shall have the right to enter and inspect the Facility at any time during the User’s use to ensure compliance with this Agreement and Facility rules.

#### **2. Term**

This Agreement shall begin on March 1, 2026, and shall continue until such time as renovations to the Facility begin, unless earlier terminated under this Agreement. The Village reserves the right to terminate this Agreement upon written notice if renovation schedules, operational needs, or Village programming require earlier possession of the Facility. Upon termination, the User shall immediately vacate the Facility and remove all personal property. Any failure to vacate promptly shall constitute trespass, and the Village may take all necessary legal action to remove the User and recover damages, including reasonable attorneys’ fees and costs.

#### **3. Fee**

The Chicago Knockouts Roller Derby will pay the Village \$200.00 per month for use of the space. Rent shall be paid on the first of each month. Prior to using the Facility, the User shall also pay a \$1,000.00 refundable security deposit. The Village may apply the deposit to any unpaid fees, damages, or cleaning costs. Any unused portion shall be returned to the User within 30 days after the end of the Agreement.

#### **4. Permitted Use**

The Facility may be used only for roller derby practices, training, and related non-spectator activities approved by the Village. Any use outside of this scope requires prior written approval from the Village. No storage of equipment, materials, or personal property shall be allowed except as authorized in writing by the Village. The User shall not allow the use, consumption, or possession of alcohol, tobacco, vaping

products, or illegal substances in or around the Facility. The User shall comply with all posted Facility rules and regulations.

#### **5. Schedule and Priority of Use**

The Village shall retain priority use of the Facility. The parties acknowledge the Village's anticipated programming schedule includes:

Friday: All Day

Saturdays: All Day

The User shall coordinate access to the Facility with the Village Manager's Office and shall not interfere with Village-sponsored programs, events, or operations.

#### **6. Cleaning and Post-Event Responsibilities**

The User shall be fully responsible for cleanup after every use, including cleaning and sanitizing all restrooms used; removing all trash and disposing of garbage in designated receptacles; returning tables, chairs, and equipment to their original locations; and ensuring the Facility is left in the same or better condition than found. Failure to adequately clean the Facility may result in additional fees, suspension of use, or termination of this Agreement.

#### **7. Storage and Use of Village Property**

The Village requires full access to and use of the Auditorium storage room for Village equipment, tables, and chairs. The User shall not store any equipment or materials in the storage room or in any other portion of the Facility without prior written approval from the Village. The User has permission to store blue safety mats neatly on the auditorium stage once they have finished using the space. The Village assumes no responsibility for loss, theft, or damage to any property brought onto the Facility by the User, its members, participants, or guests, whether authorized or not. The User shall not disturb or damage the blue tape that is currently on the gym floor which is used for the indoors farmers market.

#### **8. Supervision and Security**

The User shall ensure adequate supervision is present during all Facility use. The Facility shall not be left unattended while unlocked, and all doors must be secured upon departure.

## **9. Insurance and Indemnification**

The User shall maintain, at its sole cost, commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, naming the Village of Homewood, its officers, employees, and agents as additional insureds. The User shall provide a certificate of insurance evidencing this coverage before use of the Facility and upon renewal. The insurance policy shall provide for a waiver of subrogation in favor of the Village. The User agrees to defend, indemnify, and hold harmless the Village, its officers, employees, and agents from and against any and all claims, damages, losses, liabilities, and expenses, including reasonable attorneys' fees, arising out of or related to the User's use of the Facility, including but not limited to bodily injury, property damage, or violation of law, except to the extent caused by the sole negligence or willful misconduct of the Village.

## **10. Compliance With Laws and Policies**

The User shall comply with all applicable federal, state, and local laws, ordinances, and Village policies, including Facility rules and safety requirements. The Village shall not be liable for any illness, injury, or exposure resulting from the User's activities at the Facility.

## **11. Damage to Facility**

The User shall be financially responsible for any damage to the Facility or Village property caused by the User, its members, participants, or guests.

## **12. No Assignment or Subletting**

This Agreement may not be assigned, transferred, or sublet by the User without the prior written consent of the Village.

## **13. Termination**

The Village may terminate this Agreement at any time upon written notice for operational needs, renovations, safety concerns, or breach of this Agreement. Upon termination, the User shall immediately vacate the Facility and remove all personal property. Any failure to vacate promptly shall constitute trespass, and the Village may take all necessary legal action to remove the User and recover damages, including reasonable attorneys' fees and costs.

**14. Entire Agreement**

This Agreement constitutes the entire understanding between the parties and may be amended only by written agreement executed by both parties.

**15. Notices**

All notices required under this Agreement shall be in writing and delivered personally, by Certified Mail, or by email to the following addresses:

Village of Homewood

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Chicago Knockouts Roller Derby LLC

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**16. Governing Law and Venue**

This Agreement shall be governed under the laws of the State of Illinois. Any legal action arising out of this Agreement shall be brought exclusively in Cook County, Illinois.

**17. Severability**

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**18. Attorneys' Fees**

In the event of any dispute or legal action arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

**Signatures**

VILLAGE OF HOMEWOOD

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

CHICAGO KNOCKOUTS ROLLER DERBY LLC

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

Name: Ash Mateja

Title: Manager

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

**ORDINANCE NO. M-2402**

**AN ORDINANCE APPROVING AN AGREEMENT WITH THE CHICAGO  
KNOCKOUTS ROLLER DERBY LLC, FOR TEMPORARY USE  
OF THE HOMEWOOD AUDITORIUM**

WHEREAS, the Village of Homewood (“Village”) owns the property described in the agreement attached to this Ordinance as Exhibit A, and commonly known as the Homewood Auditorium (“Property”); and

WHEREAS, the Village of Homewood is preparing to renovate the auditorium in the near future; and

WHEREAS, the Chicago Knockouts Roller Derby LLC has requested to use the auditorium on a temporary basis until the village begins the renovation; and

WHEREAS, the Village has determined that it is in the best interests of the Village and its citizens to enter into this Agreement.

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

**SECTION ONE - APPROVAL OF TEMPORARY USE AGREEMENT:**

The Village President and Village Clerk are hereby authorized to execute the Agreement attached to this Ordinance as Exhibit A for the Property commonly known as the Homewood Auditorium, 2020 Chestnut Road, Homewood, Illinois.

**SECTION TWO - EFFECTIVE DATE:**

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

PASSED AND approved this 24th day of February, 2026.

\_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

Ayes: \_\_\_\_      Nays: \_\_\_\_      Abstentions: \_\_\_\_      Absent: \_\_\_\_



**BOARD AGENDA MEMORANDUM**

**DATE OF MEETING:** February 10, 2026

**To:** Village President and Board of Trustees

**Through:** Napoleon Haney, Village Manager

**From:** Joshua Burman, Director of Public Works

**Topic:** Engineering Agreement – Professional Engineering Design Services - Chayes Park Drive Culvert Replacement Project

**PURPOSE**

Staff requests that the Village Board approve a budget amendment of \$7,000 and authorize acceptance of a proposal from Christopher B. Burke Engineering, Ltd. (CBBEL) of Rosemont, IL, in an amount not to exceed \$96,980 for professional engineering design services. Christopher Burke’s services include preparing construction bid documents, the procurement of required agency permits, and the managing and oversight of the bidding process for the Chayes Park Drive Culvert Replacement Project.

**PROCESS**

The deteriorating culverts in the Chayes Park Drive area have caused ongoing pavement issues, requiring repeated patching by the Public Works Street Division. If the culverts are not replaced soon, the structures will continue to decline, resulting in additional roadway damage, increased maintenance costs, and potential safety risks to motorists and pedestrians.

*Phase One Engineering in Preparation for Future Funding*

Through this engineering request, staff is introducing a “shovel-ready” philosophy to how various infrastructure projects can be systematically completed. A shovel-ready project philosophy is an approach—most common in municipal government and infrastructure planning—that prioritizes developing projects to a point where they can begin construction or implementation almost immediately *once funding becomes available*. For the Chayes Park Drive Culvert project, full project funding (engineering and construction) is not available, so funding resources are used to perform the lesser-cost engineering in preparation for future funding. The cost for construction of this project is listed in the FY2026-2027 capital plan once the capital plan is funded.

*What is a Culvert?*

A culvert is a small but vital structure that allows water to flow safely beneath a road, railroad, trail, or embankment. Instead of letting stormwater or natural streams run over a roadway, where it could cause flooding, erosion, or structural damage, a culvert directs water through a pipe or reinforced opening below the surface. In Homewood, culverts play an important role in stormwater management by preserving natural drainage patterns while protecting public infrastructure.



*Large culvert example*



*Culverts at Chayes Park Drive*

### *Why is the Chayes Park Drive Culvert Replacement needed?*

The Cherry Creek tributary (East Branch) flows beneath Chayes Park Drive at the southern property line of the Governors Place Apartments through “twin” 28-inch by 43-inch elliptical corrugated metal pipe (CMP) culverts. Constructed in 1960, these culverts have experienced significant deterioration over the past decade, resulting in recurring roadway settlement from the damaged pipes. The affected pavement has required repeated patching by the Public Works Street Division.

### *Properly Operating Culverts are Critical to this Area*

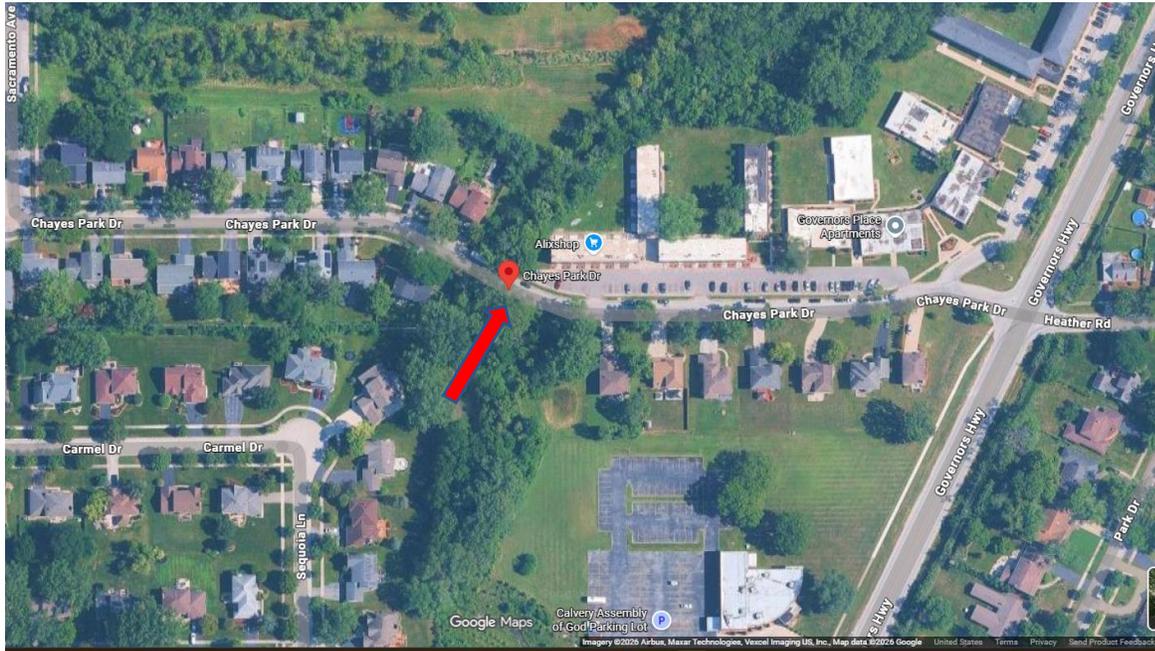
Permanent replacement is necessary to protect the roadway and prevent costly emergency repairs in the future. The Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM), shows that the Cherry Creek East Branch contains mapped floodplain and regulatory floodway at this location demanding proper drainage and movement of water. Additionally, the waterway is considered Waterways of the U.S. by the Army Corps of Engineers (USACE). Maintaining proper drainage at this crossing is critical to prevent roadway flooding and protect nearby public infrastructure and private property.

It is anticipated the deteriorated twin CMP culverts will be replaced with an equivalent-sized Reinforced Concrete Box Culvert (RCBC) with a precast end section and wing-walls.

This replacement will provide a long-term solution designed to improve roadway stability, reduce ongoing maintenance, and ensure safe and reliable drainage for residents and motorists. In order to move forward with this RCBC replacement, Christopher Burke Engineering submitted a proposal to Village staff for preparing bid plans and specifications, obtaining required permits from outside agencies, and providing bidding assistance. The list of tasks outlined in CBBEL’s proposal are extensive ranging from a Task 1 – topographic survey to a Task 7 & 8 – Bidding Assistance and Meeting Coordination - respectively.



*RCBC Culvert example*



### *Selecting the Engineering Firm – Satisfactory Relationship for Services*

State statute (50 ILCS 510/6) allows for municipalities to bypass the professional procurement processes for engineering services when the municipality has a “satisfactory relationship for services with one or more firms.” Homewood has an excellent working relationship with Christopher B. Burke Engineering Ltd. (CBBEL) stemming from past projects and recent engineering initiatives. In 2023-2024, CBBEL was successful in securing an unprecedented Watershed Management Ordinance (WMO) *Legacy Detention Permit* for Homewood from the Metropolitan Water Reclamation District of Greater Chicago (MWRD) for the Prairie Lakes Regional Stormwater Management Area. CBBEL is currently finalizing the Ridge Road Storm Sewer Improvement Plans to alleviate roadway flooding within the 1400-1500 block of Ridge Road and at the intersection of Hickory Road and Loomis Avenue. CBBEL was instrumental in creating the MWRD Watershed Management Ordinance and is widely recognized for their proven expertise in stormwater management throughout the Chicagoland area.

### **OUTCOME**

Christopher B. Burke Engineering Ltd. proposes to perform Tasks 1 through 8 for a total cost of \$96,980. This engineering work is required in order to design and permit the replacement of the failing culvert beneath Chayes Park Drive. Completing this work will allow the Village to prepare the project for construction when funding becomes available. This proactive approach will help prevent further roadway deterioration, reduce ongoing maintenance costs, and ensure a safe and reliable roadway for the public.



## FINANCIAL IMPACT

- **Funding Source:** 2024 General Obligation Bond Proceeds
- **Budgeted Amount:** \$90,000
- **Budget Amendment Request:** \$7,000
- **Cost:** \$96,980

## LEGAL REVIEW

Not Required

## RECOMMENDED BOARD ACTION

Approve a budget amendment of \$7,000; and, accept and approve a proposal from Christopher B. Burke Engineering Ltd. Rosemont, IL in an amount not to exceed \$96,980 for professional engineering design services to assist the Village of Homewood in developing construction bid documents, applying for required agency permits, and bidding for the Chayes Park Drive Culvert Replacement Project.

## ATTACHMENT(S)

Proposal



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

June 9, 2025

Village of Homewood  
Department of Public Works  
17755 Ashland Avenue  
Homewood, IL 60430

Attention: Joshua Burman – Director of Public Works

Subject: Proposal for Professional Engineering Design Services  
Chayes Park Drive Culvert Replacement Project

Dear Mr. Burman:

At your request, Christopher B. Burke Engineering, Ltd. (CBBEL) is providing this proposal for professional engineering services related to the design and preparation of construction documents for the replacement of the Chayes Park Drive culvert along Cherry Creek East Branch in the Village of Homewood (Village), Cook County, Illinois. Included below you will find our Understanding of the Assignment, Scope of Services and Estimate of Fee.

**UNDERSTANDING OF THE ASSIGNMENT**

Our understanding is that the Village would like to replace the existing twin 28-inch by 43-inch elliptical corrugated metal pipe (CMP) culverts along Cherry Creek East Branch under Chayes Park Drive. The culverts have deteriorated and minor roadway settling has occurred in this location. Based on our discussions with Village staff, it is anticipated that the twin elliptical CMPs will be replaced with an equivalent-sized Reinforced Concrete Box Culvert (RCBC) with a precast end section and wingwalls.

As shown on the effective Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM), Cherry Creek East Branch contains mapped floodplain and regulatory floodway at this location. Additionally, the waterway will be considered a Waters of the US by the US Army Corps of Engineers (USACE). This proposal includes the scope of work necessary to design the proposed culvert replacement and to obtain all necessary permits.

The project is anticipated to include topographic survey, geotechnical and environmental engineering investigations, utility coordination, wetland delineation and permitting, water

resources engineering and permitting, and the preparation of engineering plans, special provisions and estimates. A detailed scope of services is provided below.

### SCOPE OF SERVICES

**Task 1 - Topographic Survey:** As part of this task, CBBEL will perform topographic survey of Chayes Park Dr. 100' East & West of existing culvert (R-O-W to R-O-W, 200'LF±), Stream Survey 50' North & South of Chayes Park Dr. (100'LF±), and survey detail for the Spring Creek Culvert. The survey shall include the following specific tasks:

1. Horizontal Control: Utilizing state plane coordinates, CBBEL will tie into NGS Monumentation control utilizing state of the art GPS equipment. Horizontal Datum will correlate with established/existing NGS control monuments (NAD '83, Illinois East Zone 1201).
2. Vertical Control: Establish site benchmarks for construction purposes, tied to the NAVD '88 Vertical Datum. State-of-the-art GPS equipment will be used to establish benchmarks and assign a vertical datum on the horizontal control points. This will be based on GPS observed NGS Monumentation (NAVD '88 Datum).
3. CBBEL will field locate all pavements, driveways, bike path, curb and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, cross road culverts, etc. within the project limits (as per attached exhibit). Field location of all above ground utilities including, but not limited to: water, sanitary sewer, storm sewer, telephone, electric, cable and gas, etc.
4. All trees of 6 inch caliper or greater to be surveyed within Project Areas, & Tree Line only of forested and landscaped areas. Provide tree size, location and elevation on survey.
5. Office calculations and plotting of field and record data.
6. Cross Sections: CBBEL will survey cross sections along the project limits at 50' intervals, at driveways, and at all other grade controlling features.
7. Utility Survey and Coordination: All existing storm and sanitary sewers will be surveyed to determine rim and invert elevations. Above ground facilities of any additional underground utilities including water main, gas, electric, cable, etc. will also be located. No JULIE Utility Survey Coordination is included in this task.
8. Office contouring of field data and one foot contour intervals.
9. Drafting of an Existing Conditions Plan at a scale of 1"=20'

\*NOTE: Boundary/Land Acquisition Survey, Plats of Easement, and Right-of-Way/Plat of Highway Scope of Services are not included in this proposal.

**Task 2 – J.U.L.I.E Utility Coordination:** CBBEL will coordinate with JULIE to retrieve atlas information for all applicable underground utilities including water main, gas, electric, cable, etc. CBBEL will compile all Utility Atlas information into the base map. Locations of existing utilities /obstructions / systems shown on the base map are the compilation of available utility plans provided by utility owners and JULIE Utility Coordination. All utilities /obstructions / systems may not be shown. Contractor shall be responsible for locating and protecting all underground utilities/obstructions/systems whether or not shown on base map. JULIE Utility Coordination Atlas information is typically isolated to Public Right-of-Way & limited areas adjacent to Public Right-of-Way. Identification of all private utilities within project area (on-site) is the responsibility of the client.

**Task 3 – Geotechnical Investigation:** We anticipate the following tasks related to the geotechnical investigation for this project:

**Task 3A – Geotechnical Services-Chayes Park Drive Culvert Replacement:** Two (3) soil borings at 30 feet deep will be obtained as part of the Geotechnical Exploration by CBBEL's sub-consultant, Testing Services Corporation (TSC), for the design of the precast concrete box culvert and end sections/headwalls and compliance with the Clean Construction Demolition Debris (CCDD).

The report will give complete pavement and base surface thickness as well as subgrade description and laboratory test dates. Comments will also be made concerning proposed pavement overlay and/or maintenance.

We recommend that the CCDD/USFO facility destination to be used for this project be contacted to verify the analytical parameters proposed will be sufficient.

The objectives of the Study are to determine whether the associated laboratory analysis provides a basis for TSC to sign IEPA Form LPC-663, Unincorporated Soil Certification by a Licensed Professional Engineer.

Uncontaminated soil including uncontaminated soil mixed with clean construction for demolition debris (CCDD) accepted at a CCDD fill operation must be certified to be uncontaminated soil in accordance with Section 22.51(f)(2)(B) of the Environmental Protection Act {415 ILCS 5/22 (f)(2)(B)}. Uncontaminated soil accepted at an uncontaminated soil fill operation (USFO) must be certified to be uncontaminated soil in accordance with Section 22.51a(d)(2)(B) of the Environmental Protection Act {415 ILCS 5/22.51a(d)(2)(B)}. These certifications must be made by a licensed professional engineer or geologists (PE/PG) using the attached Form LPC-663 when the soil is removed from a site which is determined by the PE/PG to be a "Potentially Impacted Property" (PIP) based on review of readily ascertainable property history, environmental databases and site reconnaissance. Uncontaminated soil from a site which is not identified as a PIP by the PE/PG may be certified by either the source site owner or operator using LPC-662 with pH analysis only.

A summary report will be prepared which describes the sampling procedures followed and presents results of the analytical laboratory testing. If all analytical results meet their respective MACs, Form LPC-663 will be filled out and signed by a Licensed Professional Engineer or Geologist. The report will be included.

**Task 3B – Evaluation of Geotechnical Report:** CBEL will evaluate the geotechnical report to determine the resurfacing treatment and box culvert replacement for the project.

**Task 4 – Wetland Permitting:** We anticipate the following tasks related to the wetland permitting for this project:

**Task 4A - Field Reconnaissance:** An investigation of the project site will be completed to delineate the limits of wetlands and waters of the United States present. The delineation will be completed based on the methodology established by the USACE. Also, during the site visit, wildlife and plant community qualities will be assessed. The limits of the wetland community will be field staked so that they can be professionally surveyed by others in relation to the project coordinate system. We also will locate the delineated boundaries using a submeter accuracy handheld GPS unit.

**Task 4B – Letter Report:** The results of the field reconnaissance will be summarized in a letter report. The wetlands' generalized quality ratings, according to the Swink and Wilhelm Methodology (1994), will be included along with exhibits depicting the approximate wetland and project boundaries, National Wetland Inventory, Soil Survey, floodplain, USGS topography, site photographs and their locations, and the USACE Routine On-Site Data Forms. If the delineation is field surveyed, that will be used as our base wetland boundary map, otherwise we will use the best available aerial photograph.

**Task 4C – US Army Corps of Engineers (USACE) Application:** CBEL Environmental Resources Staff will prepare the USACE Permit Application. This information will include the required exhibits, specifications, data, and project information. This information will also be compiled and assembled for placement in a permit application package to the Illinois Environmental Protection Agency.

This task includes completion of initial coordination with the Illinois Department of Natural Resources (IDNR) and the US Fish and Wildlife Service (USFWS) regarding threatened and endangered species. If detailed coordination is necessary, a supplemental proposal will be provided to cover the cost of the additional required services.

We have assumed the application will be processed as a Nationwide Permit. If the application is processed as an Individual Permit, a supplemental proposal will be prepared to cover the cost of the required additional services.

This task includes coordination with the Soil and Water Conservation District to complete a Soil Erosion and Sediment Control Plan Review. Please note that review fees are not included in this task and will be paid for as a direct cost that will be reimbursed by the client.

**Task 4D – MWRD Wetland Submittal:** CBEL Environmental Resources Staff will assist with preparation of the wetland, waters, and buffer portions of the MWRD

Watershed Management Permit Application. This information will include the required exhibits, specifications, data and project information.

**Task 4E – Wetland Review Agency Coordination:** During the permit review process, we expect to have meetings with the regulatory agencies, project engineer, and client. We also expect to have to prepare responses to comments received during the review process. We have budgeted for attendance at two meetings and include budget to cover the cost of submittal of two responses to comments. If additional meetings, or responses to comments, are required they will be billed on a time and materials basis.

**Task 5 – Floodplain/Floodway Permitting:** We anticipate the following tasks related to the floodplain and floodway permitting for this project:

**Task 5A – Existing Conditions Hydraulic Analysis:** CBBEL will obtain the regulatory hydraulic model of Cherry East Branch from FEMA, convert it to the U.S. Army Corps of Engineers HEC-RAS hydraulic model, and truncate the model to an area upstream and downstream of the subject culvert. The model will be updated with the site-specific field survey obtained in Task 1 and supplemented with Cook County 1-ft topography where necessary. The HEC-RAS hydraulic model will be used to analyze the culvert with regulatory flowrates and establish corrected effective flood profiles through the project corridor.

**Task 5B – Proposed Conditions Hydraulic Analysis:** Using the existing conditions HEC-RAS hydraulic modeling developed in the previous task, CBBEL will update the geometry to reflect the proposed box culvert under Chayes Park Drive. The box culvert is anticipated to be an equivalent size that will not result in any upstream or downstream impacts. The objective of the hydraulic analysis is to demonstrate compliance with all County and State regulations.

**Task 5C – IDNR-OWR Floodway Construction Permit:** Because the project is located within the regulatory floodway of Cherry Creek East Branch, a Part 3708 Floodway Construction Permit from the Illinois Department of Natural Resources – Office of Water Resources (IDNR-OWR) will be required for the proposed culvert replacement. CBBEL will utilize the hydraulic modeling completed in the previous tasks as the basis for the permit submittal. CBBEL will prepare the Floodway Construction Permit submittal including the required narrative, calculations, and exhibits for the culvert replacement project. **It is anticipated that the IDNR-OWR review fee for this task will be paid separately by the Village and is not included in the fee for this task.**

**Task 5D – Watershed Management Permit:** Because the project involves impacts to flood protection areas (floodplain/floodway/wetlands), a Watershed Management Permit (WMP) from MWRD will be required for the proposed culvert replacement. CBBEL staff will prepare the MWRD WMP application package, which will include the following information:

- WMO Permit Application (Schedules A, B and C)
- Schedule H (Floodplain/floodway)
- Schedule P (Soil erosion and sediment control)

- Schedule W (Wetlands/riparian areas)
- Summary Report
- Signed and sealed engineering plans

Since this is a public non-profit project, MWRD will waive the review fee for the proposed improvements and therefore not included in the fee for this task.

**Task 5E – Preparation of Responses to Review Comments:** We expect to have to prepare responses to comments received from the regulatory agencies during the review process. We have budgeted to cover the cost of submittal of two responses to comments received from IDNR-OWR and MWRD. If additional responses to comments are required, they will be billed on a time and materials basis.

**Task 6 – Plan Sheets, Specifications, and Estimates:** CBBEL will prepare plan sheets and specifications for the proposed work in accordance with IDOT standards. Based on discussions with the Village, we understand that the existing railings will be removed before construction and re-installed following the work. The end sections are assumed to be IDOT precast end sections. Custom cast in place end sections or headwalls are not included in this estimate and will be an added cost if needed. If the geotechnical report requires additional foundation support by piles or other means, design costs will need to be added. The plan sheets and specifications will be submitted to the Village for review. The following will be completed:

Sheet	# of Sheets	Hours/ Sheet	Total Hours
Title Sheet	1	10	10
Box Culvert General Plan and Elevation	1	16	16
General Notes and Summary of Quantities	1	12	12
Existing Conditions and Removal Sheet	1	12	12
Section/Details	2	12	24
Wingwall/Headwall Details	2	12	24
Structural Details and Notes	1	10	10
Construction Details	2	8	16
Specifications			18
Engineers Opinion of Probable Cost			8
<b>TOTAL</b>	<b>12</b>		<b>150</b>

Pre-final Plans, Specifications, and Estimates will be submitted to the Village for review.

**Task 7 – Bidding Assistance:** CBBEL will assist the Village with the bid advertisement, and distribution of plans and specifications to all bidders. We will review and tabulate all of the bids and make recommendations of award.

**Task 8 – Coordination Meetings:** CBEL has assumed that one coordination meeting will be required with the Village during the project. We have budgeted time for one water resources engineer and one design engineer to prepare and attend this meeting.

**ESTIMATED FEE**

We have determined the following costs for each of the tasks described in this proposal.

<b><u>Task</u></b>	<b><u>Description</u></b>	<b><u>Fee</u></b>
Task 1	Topographic Survey	\$ 7,200
Task 2	J.U.L.I.E Utility Coordination	\$ 1,300
Task 3A	Geotechnical Investigation/Report	\$ 8,470
Task 3B	Evaluation of Geotechnical Report	\$ 750
Task 4A	Field Reconnaissance	\$ 1,600
Task 4B	Letter Report	\$ 3,800
Task 4C*	US Army Corps of Engineers Application*	\$ 4,500
Task 4D*	MWRD Wetland Submittal*	\$ 4,000
Task 4E	Wetland Review Agency Coordination	\$ 3,000
Task 5A	Existing Conditions Hydraulic Analysis	\$ 8,400
Task 5B	Proposed Conditions Hydraulic Analysis	\$ 4,800
Task 5C*	IDNR-OWR Floodway Construction Permit*	\$ 7,200
Task 5D	Watershed Management Permit	\$ 6,600
Task 5E	Preparation of Responses to Review Comments	\$ 4,200
Task 6	Plan Sheets, Specifications, and Estimates	\$ 28,000
Task 7	Bidding Assistance	\$ 1,200
Task 8	Coordination Meetings	\$ 1,960
	<b>TOTAL</b>	<b>\$ 96,980</b>

- Review and application fees will be billed as a direct cost and CBEL will be reimbursed by Homewood for payment of those fees. Those fees are not included in the above estimate.

We will bill you at the hourly rates specified on the attached Schedule of Charges and General Terms and Conditions. Direct costs for review and application fees, blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are not included in the Fee Estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. It should be emphasized that any requested additional services that are not included in the preceding Fee Estimate will be billed at the attached hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Michael E. Kerr, PE  
President

Encl. Schedule of Charges  
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND CONDITIONS ACCEPTED FOR THE VILLAGE OF HOMEWOOD.

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**CHRISTOPHER B. BURKE ENGINEERING, LTD.  
STANDARD CHARGES FOR PROFESSIONAL SERVICES  
EFFECTIVE JANUARY 1, 2025 THROUGH DECEMBER 31, 2025**

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Engineer VI	285
Engineer V	245
Engineer IV	210
Engineer III	185
Engineer I/II	160
Survey V	245
Survey IV	230
Survey III	210
Survey II	165
Survey I	140
Engineering Technician V	225
Engineering Technician IV	200
Engineering Technician III	145
Engineering Technician I/II	130
CAD Manager	220
CAD II	160
CAD I	140
GIS Specialist III	185
Landscape Architect II	210
Landscape Architect I	185
Landscape Designer III	160
Landscape Designer I/II	125
Environmental Resource Specialist V	245
Environmental Resource Specialist IV	200
Environmental Resource Specialist III	170
Environmental Resource Specialist I/II	145
Environmental Resource Technician	145
Business Operations Department	165
Engineering Intern	95

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage      Cost + 12%

These rates are in effect until December 31, 2025, at which time they will be subject to change.

CHRISTOPHER B. BURKE ENGINEERING, LTD.  
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:
- Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.
- Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.
27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

June 13, 2005

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